Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501
Information: 360.753.8441

Tuesday, June 16, 2026 **6:00 PM** **Council Chambers, Online and Via Phone**

Watch the meeting at www.olytv3.com
Register for virtual public comment via Teams:
http://olympiawa.gov/council0616
***IMPORTANT* If joining the meeting on a mobile device or tablet, you will be required to download the Microsoft Teams app**

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A 26-0453 Special Recognition - Proclamation Recognizing Juneteenth

Attachments: Proclamation

2.B 26-0470 Special Recognition - FIFA World Cup 2026 Olympia-Lacey Fanzone

3. PUBLIC COMMENT

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

During this portion of the meeting, community members 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 two areas: (1) where the public testimony may implicate a matter on which the City Council will be required to act in a quasi-judicial capacity, or (2) where the speaker promotes or opposes a candidate for public office or a ballot measure.

Individual comments are limited to two (2) 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 COMMENT (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

4.A 26-0463 Approval of June 2, 2026 City Council Meeting Minutes

Attachments: Minutes

4.B 26-0468 Approval of June 9, 2026 Study Session Meeting Minutes

Attachments: Minutes

4.C 26-0447 Approval of a Resolution Authorizing a Youth Athletic Facilities Grant Application to the Recreation and Conservation Office for LBA Park Field #3 Renovation

Attachments: Resolution
RCO Resolution
Sample Grant Agreement

4.D 26-0448 Approval of a Resolution Authorizing a Youth Athletic Facilities Grant Application to the Recreation and Conservation Office for Kettle View Park Improvements

Attachments: Resolution
RCO Resolution
Sample Grant Agreement

4.E 26-0448 Approval of a Resolution Authorizing a Washington Wildlife and Recreation Program Grant Application to the Recreation and Conservation Office for Rebecca Howard Park Phase I

Attachments: Resolution
RCO Resolution
Sample Grant Agreement

4.F 26-0452 Approval of a Resolution Authorizing a Building Resilient Infrastructure and Communities Grant Application for the Percival Creek Sewer Reroute Project

Attachments: Resolution
Resolution Designating Applicant Agent

4.G 26-0457 Approval of a Resolution Authorizing a Building Resilient Infrastructure and Communities Grant Application for Coastal Flood Protection Infrastructure Project Scoping

Attachments: Resolution
FEMA Resolution

4.H 26-0466 Approval of a Resolution Authorizing an Agreement with Thurston County and the Cities of Lacey, Tumwater, and Yelm for a Regional Environmental

Education Program

Attachments: Resolution
Agreement
2025 Regional Environmental Education Program Annual Report

4.I 26-0451 Approval of a Resolution Authorizing an Amendment to the Construction Support Services Agreement with PSOMAS Inc. for the Fones Road Improvement Project

Attachments: Resolution
Amendment
Vicinity Map

4.J 26-0450 Approval of a Resolution Authorizing Change Orders to the Contract with Pivetta Brothers Construction for the Fones Road Improvement Project

Attachments: Resolution
Change Order 8
Change Order 9
Change Order 10
Vicinity Map

4. SECOND READINGS (Ordinances)

4.K 26-0393 Approval of an Ordinance Extending a Declaration of Public Health Emergency Related to Insufficient Supply of Affordable Housing

Attachments: Ordinance
Ordinance 7414
Accomplishments & Next Steps
Presentation

4. FIRST READINGS (Ordinances)

4.L 26-0444 Approval of an Ordinance to Adopt Code Amendments Related to Olympia Municipal Code Chapters 15.04, 15.08, and 15.16 Related to Park Impact Fees

Attachments: Ordinance

4.M 26-0420 Approval of an Ordinance to Adopt Code Amendments Related to Title 10 - Vehicles and Traffic

Attachments: Ordinance
Proposed Code Amendments
Companion Review Document
Planning Commission Recommendation Letter

4.N 26-0430 Approval of an Ordinance to Adopt Code Amendments Related to Title 16

- Building and Construction

Attachments: Ordinance
Proposed Code Amendments
Companion Review Document
Planning Commission Recommendation Letter

4.O 26-0431 Approval of an Ordinance to Adopt Code Amendments Related to Title 17 - Subdivisions

Attachments: Ordinance
Proposed Code Amendments
Companion Review Document
Planning Commission Recommendation Letter

4.P 26-0432 Approval of an Ordinance to Adopt Code Amendments Related to Title 18 - Unified Development Code

Attachments: Ordinance
Proposed Code Amendments
Companion Review Document
Planning Commission Recommendation Letter

5. PUBLIC HEARING - None

6. OTHER BUSINESS

6.A 26-0458 Briefing on the Safe Housing and Rental Efficiency Accelerator Pilot Program

6.B 26-0417 Approval of a Resolution Authorizing 2026-2028 Inspire Olympia Funding

Attachments: Resolution
CAAB Comprehensive Recommendation Detail
Summary - IO Comprehensive 2026-28
CAAB Impact Recommendation Detail
Summary - IO Impact 2026-27
Application Components
Application Review Criteria
Panel Members

7. CONTINUED PUBLIC COMMENT

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

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

9. CITY MANAGER'S REPORT AND REFERRALS

10. 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 Assistant to the City Manager at 360.753.8441 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 Hall
601 4th Avenue E.
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360-753-8244

City Council

Special Recognition - Proclamation Recognizing Juneteenth

Agenda Date: 6/16/2026
Agenda Item Number: 2.A
File Number:26-0453

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

Title
Special Recognition - Proclamation Recognizing Juneteenth

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Proclaim June 19, 2026 as Juneteenth in the City of Olympia.

Report
Issue:
Whether to proclaim June 19, 2026 as Juneteenth in the City of Olympia.

Staff Contact:
Melissa McKee, Assistant to the City Council, 360.753.8443

Presenter(s):
Malika Lamont, Longtime Resident, Community Organizer, and Advocate

Background and Analysis:
The City of Olympia's Juneteenth Proclamation affirms the community's commitment to commemorating the abolition of slavery and recognizing the legacy of Black Americans. Rooted in the historic events of June 19. 1865, when news of the Emancipation Proclamation finally reached the last enslaved people in Galveston, Texas, Juneteenth symbolizes liberation, resilience, and the ongoing pursuit of justice.

The proclamation not only honors that pivotal moment in American history but also underscores the significance of Juneteenth as a cultural and historical milestone celebrated by Black communities for more than 150 years.

The City of Olympia's recognition is further grounded in local heritage, acknowledging the long-standing contributions of Black residents and community groups who have uplifted Juneteenth for over four decades.

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

Malika Lamont is a longtime resident and dedicated community advocate committed to improving conditions for marginalized community members. Through both her professional and volunteer work, she has focused on advocacy, research, policy and program development, outreach, mutual aid, and community organizing.

Climate Analysis:
No expected impacts to any of the climate mitigation sectors.

Equity Analysis:
This recognition raises awareness about the sacrifices, contributions, and achievements made by generations of African Americans/Black community members here in the Pacific Northwest and across the nation. This recognition benefits Olympia residents as well as those in neighboring communities by increasing a sense of belonging and inclusion.

Financial Impact:
No financial impact.

Attachments:
Proclamation

P R O C L A M A T I O N

WHEREAS, on January 1, 1863, President Abraham Lincoln signed the Emancipation Proclamation, declaring that enslaved Americans in Confederate territory were free, paving the way for the passage of the 13th Amendment, which formally abolished slavery in the United States; and

WHEREAS, word of the Emancipation Proclamation was delayed by over two years, until June 19, 1865, when U.S. Army troops arrived in Galveston, Texas, to enforce General Order Number Three, informing residents that all enslaved people were now free; and

WHEREAS, June 19th, known as "Juneteenth," has been celebrated by the Black community for more than 150 years as Emancipation Day, Freedom Day, and as a symbol of liberation, resilience, and the ongoing pursuit of justice; and

WHEREAS, Juneteenth celebrations have spread from the South and are now observed in states throughout the country; and

WHEREAS, in 2007, Washington State officially declared Juneteenth as a recognized holiday, and in 2021, it was established as an official state holiday, reflecting a growing commitment to acknowledging the full history of the United States and honoring the contributions of Black Americans; and

WHEREAS, the City of Olympia recognizes that the legacy of slavery, segregation, exclusion, and systemic racism continues to shape disparities experienced by Black communities today, and acknowledges the importance of truth-telling, healing, and meaningful action to address historic and present inequities; and

WHEREAS, the history of slavery and the struggle for Black freedom is also part of Olympia's own story, including the life of Charles Mitchell, a 13 year-old boy enslaved in Olympia in the 1850s, who courageously escaped enslavement in 1860 through the assistance of Black abolitionists and the maritime Underground Railroad to freedom in Victoria, British Columbia, reminding us that the pursuit of liberty and human dignity has deep roots in our region's history; and

WHEREAS, in the spirit of Juneteenth and its call to advance freedom and justice for all, the City of Olympia has demonstrated leadership in advancing racial justice and equity by becoming the first and currently only city government in the State of Washington to adopt a resolution calling upon state government to study and pursue reparations for the harms and lasting impacts of slavery, systemic racism, and discriminatory public policies experienced by Black Americans, affirming the City's commitment to truth, accountability, and restorative justice; and

WHEREAS, the State of Washington has now taken historic steps toward examining the lasting impacts of slavery and systemic racism through the creation of the Charles Mitchell and George Washington Bush Study on Reparative Action for Washington State's descendants of enslaved African people in the United States reflecting a growing statewide commitment to truth, historical understanding, and the pursuit of reparative justice; and

WHEREAS, Black community members including cultural groups, local places of worship, youth groups, and civil rights organizations have been observing Juneteenth celebrations in Thurston County for over forty years; and

WHEREAS, in 2026, the City of Olympia is honored to support regional community partners in hosting Juneteenth celebrations that uplift Black voices while encouraging all residents to learn, reflect, and participate; and

NOW, THEREFORE, BE IT RESOLVED, that the Olympia City Council, does hereby proclaim June 19, 2026 as

JUNETEENTH

in the City of Olympia, Washington, and urges all residents to join in celebration of the significant moment in American history and its role in the heritage of our nation and city.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 16th DAY OF June 2026.

OLYMPIA CITY COUNCIL

Dontae Payne

Mayor

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

City Council

Special Recognition - FIFA World Cup 2026 Olympia-Lacey Fanzone

Agenda Date: 6/16/2026
Agenda Item Number: 2.B
File Number:26-0470

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

Title
Special Recognition - FIFA World Cup 2026 Olympia-Lacey Fanzone

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Receive an update on the FIFA World Cup 2026 Olympia-Lacey Fanzone.

Report
Issue:
Whether an update on the FIFA World Cup 2026 Olympia-Lacey Fanzone.

Staff Contact:
Susan Grisham, Assistant to the City Manager, 360.753.8441

Presenter(s):
Jennie Foglia-Jones, JFJ Strategies

Background and Analysis:
The Olympia-Lacey Fan Zone is coming to Port Plaza as part of the global celebration of the FIFA World Cup 2026. This regional activation will bring together residents and visitors from across Thurston County and beyond to enjoy live match broadcasts, entertainment, food, and community programming in a festive, family-friendly outdoor setting.

The Fan Zone will be open for four match days in June 2026, featuring key World Cup matchups including U.S. national team games and internationally featured matches.

Each event day will feature large-scale outdoor screen viewing of matches alongside live entertainment, music, interactive soccer activities, local food and beverage vendors, and family-friendly programming. Programming will vary by match day, with both daytime and evening events planned to create a festival atmosphere.

The Fan Zone experience will also showcase regional partnerships and community participation, including local businesses, cultural organizations, tribal partners, and regional sponsors. These collaborations help ensure the event reflects a welcoming and inclusive atmosphere for all attendees.

The Olympia-Lacey Fan Zone is part of Washington State's broader FIFA World Cup 2026 regional activation strategy and is intended to serve as a community gathering space where people can come together to celebrate sport, culture, and international connection.

The City of Olympia has contributed $75,000 toward Fan Zone operations and has worked collaboratively with event organizers on permitting, public safety planning, communications support, and grant administration. The City also submitted a FEMA Safety and Security grant application to support eligible event-related security costs.

Attachments:
None

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City Council

Approval of June 2, 2026 City Council Meeting Minutes

Agenda Date: 6/16/2026
Agenda Item Number: 4.A
File Number:26-0463

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

Title
Approval of June 2, 2026 City Council Meeting Minutes

Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501
Information: 360.753.8441

Tuesday, June 2, 2026 **6:00 PM** **Council Chambers, Online and Via Phone**

Watch the meeting at www.olytv3.com

1. ROLL CALL

Present: 6 - Mayor Dontae Payne, Councilmember Dani Madrone, Councilmember Robert Vanderpool, Councilmember Clark Gilman, Councilmember Kelly Green and Councilmember Paul Berendt

Excused: 1 - Mayor Pro Tem Yến Huỳnh

1.A ANNOUNCEMENTS - None

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A 26-0378 Special Recognition - Proclamation Recognizing LGBTQIA2S+ Pride Month and Capital City Pride Weekend

Councilmembers read a proclamation declaring June as LBGTQIA2S+ Pride Month and June 26 - 28 as Capital City Pride Weekend.

The proclamation was received by Capital City Pride President Natalie Coblentz who shared the activities that are occurring during Capital City Pride.

The recognition was received.

3. PUBLIC COMMENT

Brian Dixon, Terry Ballard, Victoria Harmon, Molly O'Neil, David Webb, Shawn Bird, and Dawnell Bombard.

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

4. CONSENT CALENDAR

26-0462 Motion to Refer Item 4.F Approval of an Ordinance Amending Ordinance 7454 (First Quarter Budget Amendment) to the Finance Committee for

Review

Councilmember Berendt moved to refer to Item 4.F Approval of an Ordinance Amending Ordinance 7454 (First Quarter Budget Amendment) to the Finance Committee for review. The motion failed.

Aye: 1 - Councilmember Berendt

Nay: 5 - Mayor Payne, Councilmember Madrone, Councilmember Vanderpool, Councilmember Gilman and Councilmember Green

Excused: 1 - Mayor Pro Tem Huỳnh

CONSENT CALENDAR

4.A 26-0416 Approval of May 19, 2026 City Council Meeting Minutes

The minutes were adopted.

4.B 26-0357 Approval of a Resolution Authorizing Amendment No. 1 to the Option to Purchase Real Estate Agreement for the Real Property Located at 3126 Pacific Avenue SE (Also Known as the Jungle Encampment)

The resolution was adopted.

4.C 26-0389 Approval of Resolution Authorizing an Agreement with AARP for a Community Challenge Grant

The decision was adopted.

4.D 26-0391 Approval of a Resolution Authorizing an Agreement with Puget Sound Energy for the Puget Sound Energy Residential Decarbonization Grants Program

The resolution was adopted.

4.E 26-0404 Approval of a Resolution Authorizing an Agreement with Berger Partnership for Construction Administration Support Services at Jolene Unsoeld Community Park (formerly Yelm Highway Community Park)

The resolution was adopted.

4. SECOND READINGS (Ordinances)

4.F 26-0347 Approval of an Ordinance Amending Ordinance 7454 (First Quarter Budget Amendment)

The ordinance was adopted on second reading.

Approval of the Consent Agenda

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

Aye: 5 - Mayor Payne, Councilmember Madrone, Councilmember Vanderpool, Councilmember Gilman and Councilmember Green

Nay: 1 - Councilmember Berendt

Excused: 1 - Mayor Pro Tem Huỳnh

4. FIRST READINGS (Ordinances) - None

5. PUBLIC HEARING - None

6. OTHER BUSINESS

6.A 26-0393 Approval of an Ordinance Extending a Declaration of Public Health Emergency Related to Insufficient Supply of Affordable Housing

Housing Manager Jacinda Steltjes reviewed the ordinance extending Olympia's affordable housing public health emergency declaration through June 30, 2028.

She noted the ordinance continues six strategies intended to increase the supply of affordable housing for low-income households, including expedited permitting, permit fee assistance, infrastructure assistance, and other development support measures.

Councilmembers asked clarifying questions.

Councilmember Green moved, seconded by Councilmember Vanderpool, to approve on first reading and forward to second reading an ordinance extending a declaration of public health emergency related to insufficient supply of affordable housing. The motion carried by the following vote:

Aye: 6 - Mayor Payne, Councilmember Madrone, Councilmember Vanderpool, Councilmember Gilman, Councilmember Green and Councilmember Berendt

Excused: 1 - Mayor Pro Tem Huỳnh

6.B 26-0402 Approval of Recommended Park Impact Fee Methodology, as Required by State law

FCS Principal John Gilarducci presented a recommendation to update to the City's park impact fee methodology to comply with state law requiring impact fees to reflect the proportionate impact of different housing based on livable square footage. Upon approval of the recommendation, an Ordinance for consideration to codify the decision will be on a City Council agenda for approval at a later date.

Councilmembers asked clarifying questions.

Councilmember Madrone moved, seconded by Councilmember Vanderpool, to approve the Finance Committee's recommendation of the New Park Impact Fee Methodology, as required by State law. The motion carried by the following vote:

Aye: 6 - Mayor Payne, Councilmember Madrone, Councilmember Vanderpool, Councilmember Gilman, Councilmember Green and Councilmember Berendt

Excused: 1 - Mayor Pro Tem Huỳnh

7. CONTINUED PUBLIC COMMENT

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

9. CITY MANAGER'S REPORT AND REFERRALS

City Manager Burney had no reports.

10. ADJOURNMENT

The meeting adjourned at 8:10 p.m.

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

City Council

Approval of June 9, 2026 Study Session Meeting Minutes

Agenda Date: 6/16/2026
Agenda Item Number: 4.B
File Number:26-0468

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

Title
Approval of June 9, 2026 Study Session Meeting Minutes

Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501
Information: 360.753.8441

Tuesday, June 9, 2026 **6:00 PM** **Council Chambers, Online and Via Phone**

Study Session
Watch the meeting at www.olytv3.com
Register to attend virtually: http://olympiawa.gov/council0709
***IMPORTANT* If joining the meeting on a mobile device or tablet, you will be required to download the Microsoft Teams app**

1. ROLL CALL

Present: 4 - Mayor Dontae Payne, Councilmember Robert Vanderpool, Councilmember Kelly Green and Councilmember Paul Berendt

Excused: 3 - Mayor Pro Tem Yến Huỳnh, Councilmember Dani Madrone and Councilmember Clark Gilman

2. BUSINESS ITEM

2.A 26-0423 2027 Budget Update

City Manager Jay Burney and Finance Director Mike Githens provided an update on the status of the 2027 preliminary operating budget process. The update included information on the 2025 General Fund preliminary year-end estimate, refinements to the budget development process, the initial revenue outlook, assumptions used for preliminary expense allocations, updates to the budget enhancement review process.

Councilmembers asked clarifying questions.

The study session was completed.

3. ADJOURNMENT

The meeting adjourned at 7:40 p.m.

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

City Council

Approval of a Resolution Authorizing a Youth Athletic Facilities Grant Application to the Recreation and Conservation Office for LBA Park Field #3 Renovation

Agenda Date: 6/16/2026
Agenda Item Number: 4.C
File Number:26-0447

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

Title
Approval of a Resolution Authorizing a Youth Athletic Facilities Grant Application to the Recreation and Conservation Office for LBA Park Field #3 Renovation

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Move to approve a resolution authorizing a Youth Athletic Facilities (YAF) Grant application to the Recreation and Conservation Office (RCO) for LBA Park Field #3 Renovation

Report
Issue:
Whether to approve a resolution authorizing a YAF Grant application to the RCO for LBA Park Field #3 Renovation

Staff Contact:
Tammy LeDoux, Finance & Policy Coordinator, Parks Arts and Recreation, 360.753.8053

Presenter(s):
None - Consent Calendar Item

Background and Analysis:
The Parks, Arts and Recreation Department is preparing an RCO grant application for the current funding cycle. The application is due July 15, 2026, and is required to include formal City Council authorization. The YAF program provides grants to buy land and develop or renovate outdoor athletic facilities such as ball fields, courts, mountain bike tracks, and skate parks that serve youth through the age of 18.

If successful, the grant would reimburse the City approximately $250,000 towards renovation of the

LBA Park Field #3. The project will include a new backstop and dugouts, improved drainage, new irrigation, recondition both the infield and outfield, and accessibility upgrades.

In 2022, the City received a $350,000 YAF grant for the renovation of LBA Field #2.

Climate Analysis:
Departmental performance metrics related to parks being located within a ½ mile of residents encourages fewer vehicle miles for people to access recreation amenities in Olympia.

Equity Analysis:
Parks play an important role in the community as places that are free and accessible to the public for social connection and gathering, physical and mental health, and preservation and connection with nature.

In 2019, a concrete ramp and stairs was added to Field #3 to allow full access to the field. With the completion of this project, this will be the 2nd field at LBA Park that will be fully accessible.

Neighborhood/Community Interests (if known):
The ballfields at LBA Park experience heavy use from March through October, serving youth baseball and fastpitch leagues, regional adult softball tournaments, County recreation leagues, soccer clubs, an ultimate frisbee league, and the Special Olympics. However, with the exception of Field #2, the fields and dugouts are not fully accessible to people with disabilities and do not meet basic ADA standards for public sports facilities.

Financial Impact:
The total project cost is estimated to be $730,000 with a grant match required of the City of approximately $480,000. The grant match will be funded with Metropolitan Park District funds budgeted within the Parks Capital Asset and Management Program (CAMP)

Options:
1. Move to approve a resolution authorizing Youth Athletic Facilities (YAF) Grant application to the Recreation and Conservation Office (RCO) for LBA Park Field #3 Renovation.
2. Do not approve the resolution. Staff would be unable to pursue the grant opportunity.
3. Take other action.

Attachments:
Resolution
RCO Resolution
Sample Grant Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE APPLICATION FOR A GRANT BETWEEN THE CITY OF OLYMPIA AND WASHINGTON STATE RECREATION AND CONSERVATION OFFICE (RCO) FOR A YOUTH ATHLETIC FACILTIES GRANT FOR THE LBA PARK FIELD #3 RENOVATION PROJECT

WHEREAS, the LBA Park is a community park acquired and developed in 1973 and has six full size athletic fields that are primarily used for youth baseball and softball; and

WHEREAS, a goal of the 2022 Parks, Arts and Recreation Plan is to ensure park infrastructure remains functional and safe; and

WHEREAS, the Parks, Arts and Recreation Department's Capital Asset Management Program monitors the condition of park capital assets and prioritizes major repairs and replacements; and

WHEAREAS, the Capital Facilities Plan commits funds annually to address major maintenance of existing infrastructure and accessibility compliance and improvements; and

WHEREAS, the Youth Athletic Facilities program provides funding to buy land and develop or renovate outdoor athletic facilities that serve youth through the age of 18; and

WHEREAS, the Youth Athletic Facilities grant would require a maximum grant match of up to $1,500,000; and

WHEREAS, the LBA Park Field #3 Renovation project would install a new backstop and dugouts, improve ADA accessibility to the field and common areas, replace aging irrigation components, and recondition both the infield and outfield surfaces; and

WHEREAS, the Recreation and Conservation Office requires an authorizing resolution as part of the grant application;

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

1. The Olympia City Council hereby approves the application for a grant between the City of Olympia and the Washington State Recreation and Conservation Office for the LBA Park Field #3 Renovation Project and the terms and conditions contained therein.

2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the RCO Applicant Resolution/Authorization, the Grant Agreement, and any other documents necessary to obligate funds **for Project 26-1711D, LBA Park Field #3 Renovation**, and to make any amendments or minor modifications or to correct any scriveners' errors as may be required and are consistent with the intent of the Grant Application.

PASSED BY THE OLYMPIA CITY COUNCIL this _____day of _____2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
SENIOR DEPUTY CITY ATTORNEY

WASHINGTON STATE
Recreation and
Conservation Office

Applicant Resolution/Authorization

Organization Name (sponsor) City of Olympia

Resolution No. or Document Name City of Olympia Resolution #M-

Project(s) Number(s), and Name(s) 27-1711D - LBA Park Field #3 Renovation

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."

2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Sylvana Niehuser, Parks, Arts and Recreation Director
Project contact (day-to-day administering of the grant and communicating with the RCO)	Tammy LeDoux, Parks Finance & Policy Coordinator
RCO Grant Agreement (Agreement)	Steven J Burney, City Manager
Agreement amendments	Steven J Burney, City Manager
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Steven J Burney, City Manager

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.

7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–<u>If our organization owns the project property</u>]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.

13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–<u>If your organization DOES NOT own the property</u>]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.

14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

15. This resolution/authorization is deemed to be part of the formal grant application to the Office.

16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date_____

On File at:_____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____Date:_____

Washington State Attorney General's Office

Approved as to form Brian Fuller 2/13/2020
Assistant Attorney General *Date*

You may reproduce the above language in your own format; however, text may not change.

WASHINGTON STATE
Recreation and
Conservation Office

Grant Agreement Template

This agreement template is used by the Recreation and Conservation Office (RCO) for the management of the grant and other programs it administers. This example is provided for review by the applicant and the applicant's counsel as they seek grants managed by RCO.

This grant agreement will contain changes when issued based on the specifics of each project, such as the applicant, grant program, fund source, project type, and rule or law changes. Applicants are encouraged to thoroughly review their customized grant agreements before signing.

RCO reserves the right to make updates to this template.

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RCO Grant Agreement

Project Sponsor: **Project Number:**

Project Title: **Approval Date:**

Parties of the Agreement

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the (Name of Funding Board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and (Sponsor and primary Sponsor), Address, City WA Zip Code, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/ Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized

Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

Purpose of Agreement

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

Description of Project

Brief description of the project is added.

Period of Performance

The period of performance begins on (project start date) and ends on (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

Standard Terms and Conditions Incorporated

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

Long-Term Obligations

For this restoration project, the Sponsor's long-term obligations shall be for a minimum of (X) years, or more as specified in the Landowner Agreement, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

Project Funding

The total grant award provided for this project shall not exceed (grant amount). The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	**Dollar Amount**	**Source of Funding**
Funding Board-Fund Source	X Percent	$X	State
Total Project Cost	X Percent	$X	

At the direction of the legislature and RCO best practices, sponsors must utilize the project funds in a timely and efficient manner in accordance with the project milestones set forth in this Agreement. Projects not aptly progressing towards completion may have funding rescinded.

Rights and Obligations Interpreted in Light of Related Documents

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is

irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

Amendments to Agreement

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

Compliance with Applicable Statutes, Rules, and Policies

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits,

and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment.

Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 420, board policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Long-Term Obligations-Manual 7
- Reimbursements-Manual 8
- Restoration Projects-Manual 5
- Grant Program-Manual (Number)

Special Conditions

None

Special Conditions–Cultural Resources

Condition applies to the following area(s): (Address)

State–RCO Lead: Monitoring required: Archaeological survey was completed during the planning phase, but a portion of this property has not been surveyed. This not yet surveyed portion will need to either be surveyed or work in that area will need to be monitored. This agreement requires compliance with Executive Order 21-02. RCO has completed the initial consultation for this project and archaeological monitoring of project activities is required. Project work must proceed in accordance with the terms of a monitoring plan developed for related projects or a cultural resources monitoring plan must be developed. The Sponsor must submit an archaeological monitoring report detailing the results of the monitoring to RCO before final payment will be made. Project activities started without approval will be considered a breach of contract. If archaeological or historic materials are discovered while conducting project activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in this agreement. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation.

State–RCO Lead: Proceed under an IDP: Work in the previously surveyed portion of the APE may proceed under RCOs Inadvertent Discovery Plan with archaeological monitoring of work near the archaeological site recorded in the 2021 CR survey. No cultural resources work is required for this scope of work, the project may proceed in accordance with RCO's Inadvertent Discovery Plan. Future project actions or any changes to the scope of work may require cultural resources survey.

Agreement Contacts

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact	RCO Contact
Name	Name
Address	Address
City, State, Zip Code	City, State, Zip Code
Email	Email

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

Entire Agreement

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

Effective Date

Unless otherwise provided for in this Agreement, this Agreement, for Project Number, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date).

Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

Grant Recipient Name

By: _____ Date: _____

Name (printed): _____

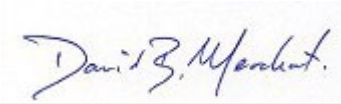
Title: _____

State of Washington Recreation and Conservation Office
On behalf of the Funding Board

By: _____ Date: _____

Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By:  Date: 01/31/2025

Assistant Attorney General

Eligible Scope Activities

Restoration Metrics

Worksite #1, Location Description

Targeted salmonid ESU/DPS (A.23)

Targeted species (non-ESU species):Searun Cutthroat

Miles of Stream and/or Shoreline Treated or Protected (C.0.b)

Project Identified In a Plan or Watershed (C.0.c)

Type Of Monitoring (C.0.d.1)

Fish Passage Improvement

Miles Of Stream Made Accessible (SRFB) (C.2.b.1)

Type Of Barrier (C.2.b.3)

Bridge installed or improved (C.2.g.1)

Miles of stream made accessible by bridge installation/repair (C.2.g.3)

Number of bridges (C.2.g.2)

Fish passage blockages removed or altered (C.2.c.1)

Number of Blockages/Impediments/Barriers Removed/Altered (C.2.c.2)

Project Milestones

Project Milestone Report

Complete	Milestone	Target Date	Comments/Description
	Project Start		Date of RCO Director approval.
	Applied for Permits		
	Permits Complete		
	Progress Report Due		
	Final Design to RCO		Pre-construction design deliverables described in Application Project Proposal.
	Cultural Resources Complete		Must occur before beginning ground disturbance; see Special Condition #1 and #2.
	Bid Awarded/ Contractor Hired		Anticipated date of award.
	Annual Project Billing Due		
	Progress Report Due		
	Annual Project Billing Due		
	Progress Report Due		
	Restoration Started		
	Progress Report Due		
	Annual Project Billing Due		
	Progress Report Due		
	Stewardship Plan to RCO		
	Restoration Complete		
	Cultural Resources Documents		
	Other		As-built drawings to RCO; if completed project differs from final design.
	RCO Final Inspection		Date project should be completed.
	Agreement End Date		PROJECT CLOSING. All expenditures must be before this date.
	Final Billing Due		You have up to 90 days from Agreement End Date to submit final invoice
	Final Report Due		Must be on or after final billing in PRISM.

Standard Terms and Conditions of the Recreation and Conservation Office

Project Sponsor: **Project Number:**

Project Title: **Approval Date:**

Standard Terms and Conditions Effective Date

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of Month/Day/Year.

Citations, Headings and Definitions

A. **Any citations** referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.

B. **Headings** used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

C. **Definitions.** As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement, terms of the Agreement, or project agreement–The document entitled "RCO GRANT AGREEMENT" accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual–A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the "RCO director" for the term "board" in those manuals where the project is not approved

by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s)–Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the "RCO director" for the term "board" or "agency" in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant–Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application–The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent–A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R.–Code of Federal Regulations

completed project or project completion–The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.

- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor–An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion–A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

Cultural Resources–Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

director–The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date–The date when the signatures of all parties to this agreement are present in the agreement.

equipment–Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or $5,000 (2 C.F.R. Part 200 (as updated)).

funding board or board–The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity–the entity that approves the project that is the subject to this Agreement.

grant program–The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost–Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. 200 as updated).

long-term compliance period–The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations–Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement–An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

match or matching share–The portion of the total project cost provided by the Sponsor.

milestone–An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office–Means the Recreation and Conservation Office or RCO.

pass-through entity–A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance–The period beginning on the project start date and ending on the project end date.

pre-agreement cost–A project cost incurred before the period of performance.

primary Sponsor–The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project–The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area–The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project.

project completion or completed project–The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost–The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

project end date–The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date–The specific date identified in the Agreement on which the period of performance starts.

RCO–Recreation and Conservation Office–The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW–Revised Code of Washington

reimbursement–RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project–A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project–A project intended to bring a site back to its historic function as part of a natural ecosystem, or one intended to improve the ecological or habitat functionality or capacity of (or part of) a site, landscape, marine environment, or watershed.

restoration and/or enhancement project–A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

secondary Sponsor–One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor–A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent–A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this

Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB–Salmon Recovery Funding Board

subaward–Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient–Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation–Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life–Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC–Washington Administrative Code.

Performance by the Sponsor

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

Assignment

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

Responsibility for Project

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities

and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

Indemnification

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor

specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

Independent Capacity of the Sponsor

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

Conflict of Interest

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

Compliance with Applicable Law

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's

noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.

C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

    1. Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.

2. Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

Archaeological and Cultural Resources

A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.

    1. Projects occurring on State/Federal Lands: Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.

B. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.

C. **Notice To Proceed.** No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.

D. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to

indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

E. **Costs associated** with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.

F. **Inadvertent Discovery Plan.** The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:

1. Keep the IDP at the project site.
2. Make the IDP readily available to anyone working at the project site.
3. Discuss the IDP with staff and contractors working at the project site.
4. Implement the IDP when cultural resources or human remains are found at the project site.

G. **Inadvertent Discovery**

1. If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
2. If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.

a. Any human remains discovered shall not be touched, moved, or further disturbed unless directed by the Department of Archaeology and Historic Preservation (DAHP).

b. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

Records

A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.

B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject

at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.

D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

Project Funding

A. **Authority**. This Agreement and funding is made available to Sponsor through the RCO.

B. **Additional Amounts**. The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.

C. **Before the Agreement**. No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a

waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

D. **After the Period of Performance**. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

Project Reimbursements

A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.

B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.

C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of

this Agreement and other agreements between RCO and the Sponsor.

D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:

   1. RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.

   2. On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and

   3. RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

Advance Payments

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

Recovery of Payments

A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the

overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

Covenant Against Contingent Fees

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

Income (and Fees) and Use of Income

A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.

B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:

    1. The Sponsor’s matching resources;

    2. The project’s total cost;

    3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;

4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;

5. Capital expenses for similar acquisition and/or development and renovation; and/or

6. Other purposes explicitly approved by RCO or otherwise provided for in this agreement.

C. **Fees**. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:

1. Grant program laws, rules, and applicable manuals;

2. Value of any service(s) furnished;

3. Value of any opportunities furnished; and

4. Prevailing range of public fees in the state for the activity involved.

Procurement Requirements

A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:

1. Publish a notice to the public requesting bids/proposals for the project;

2. Specify in the notice the date for submittal of bids/proposals;

3. Specify in the notice the general procedure and criteria for selection; and

4. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.

5. Comply with the same legal standards regarding unlawful discrimination

based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

Treatment of Equipment and Assets

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

Right of Inspection

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

Stewardship and Monitoring

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

Acknowledgment and Signs

A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.

B. **Signs.**

1. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and

2. During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.

C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program’s funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

Provisions Applying to Development, Maintenance, Renovation, and Restoration Projects

The following provisions shall be in force:

A. **Operations and Maintenance**. Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.

B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified.

   Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.

   1. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.

C. **Control and Tenure**. The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this

Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.

D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009", "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

Long-Term Obligations of the Projects and Sponsors

A. **Long-Term Obligations**. This section applies to completed projects only.

B. **Perpetuity**. For acquisition and development projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.

C. **Conversion**. The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, and/or renovated pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, and/or renovated with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state of federal laws or regulation.

1. When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

Construction, Operation, Use, and Maintenance of Assisted Projects

The following provisions shall be in force for this agreement:

A. **Property and facility operation and maintenance**. Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:

1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;

2. In a reasonably safe condition for the project's intended use;

3. Throughout its estimated useful service life so as to prevent undue deterioration;

4. In compliance with all federal and state nondiscrimination laws, regulations and policies.

B. **Open to the public**. Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:

1. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.

2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.

3. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

Provisions for Salmon Recovery Funding Board Projects

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds

for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

Order of Precedence

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

A. Federal law and binding state executive orders;

B. Code of federal regulations;

C. Terms and conditions of a grant award to the state from the federal government;

D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;

E. State Constitution, RCW, and WAC;

F. Agreement Terms and Conditions and Applicable Manuals;

G. Applicable deed restrictions, and/or governing documents.

Limitation of Authority

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

Application Representations–Misrepresentations or Inaccuracy or Breach

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

Specific Performance

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

Termination and Suspension

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. **For Cause.**

1. The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:

    a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;

    b. If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or

    c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;

2. Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.

3. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

1. The Sponsor was not in default; or

2. Failure to perform was outside Sponsor's control, fault or negligence.

C. **Rights and Remedies of the RCO**.

1. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

2. In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

1. Suspension: The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all

work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

2. No Waiver. The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

Dispute Hearing

Except as may otherwise be provided in this Agreement , when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

A. The disputed issues;

B. The relative positions of the parties;

C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

Attorneys' Fees

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

Governing Law/Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

Severability

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

End of Standard Terms and Conditions

This is the end of the Standard Terms and Conditions of the Agreement.

Special Provisions

Provisions for Acquisition Projects

The following provisions shall be in force only if the project described in this Agreement is an acquisition project (including projects with any acquisition component):

Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.

Evidence of Title. The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.

Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.

Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the funding board project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.

Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. See WAC 286 or 420. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.

Assignment of Rights. The Assignment of Rights document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

Easements and Leases. The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

Real Property Acquisition and Relocation Assistance.

- **Federal Acquisition Policies.** When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended, and applicable regulations and procedures of the federal agency implementing that Act.
- **State Acquisition Policies.** When state funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
- **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the Sponsor agrees to provide any housing and relocation assistance required.

- **Buildings and Structures.** In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with Section 8.D Archeological and Cultural Resources.

Hazardous Substances.

- **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
    - No hazardous substances were found on the site, or
    - Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
- **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
- **Hold Harmless.** The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.
- **Requirements for Federal Subawards.** The non-federal entity (Sponsor) must submit reports at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-

through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

Long-Term Obligations of the Projects and Sponsors

Long-Term Obligations of RCFB Projects. Sponsor shall comply with WAC 286-13-160, 170, and 180.

Long-Term Obligations of SRFB Projects. Sponsor shall comply with WAC 420.

Perpetuity. For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by policy, program rules, or this Agreement, or approved in writing by RCO or the funding board, RCO requires that the project area continue to function as intended after the period of performance in perpetuity.

Conversion. The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. Also see WAC Title 286 or 420 and applicable policies. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the funding board through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon this Agreement, applicable law and RCFB/SRFB policies.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or

easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided in this Agreement, by funding board policy, other RCO approved written documents, or required by applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per established funding board policies, and the board or RCO may pursue such remedies as are allowed by law and board policies, and/or this Agreement.

Provisions for Development, Maintenance, Renovation, and Restoration Projects

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

Operations and Maintenance. Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted by the board and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration (WAC 286.13.130). It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.

Document Review and Approval. Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.

Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval of the board or RCO.

Control and Tenure. The Sponsor must provide documentation that shows appropriate tenure (such as landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement and determines the long-term compliance period unless otherwise approved by the board.

Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies." "

Use of Best Management Practices. Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009", "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG website. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC website.

Provisions for Boating Project Grants

If requested by RCO, or required per state or federal law or rule with respect to any project or project element that supports recreational boating, Sponsor shall manage the project or project element per federal rules to include 2 C.F.R. Part 200, and place a

United States Coast Guard (or other federal agency) logo and funding program information at the project site.

Provisions for Boating Infrastructure Grants

Use of Sport Fish Restoration Logo. Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service's Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

Provisions Related to Corporate (Including Nonprofit) Sponsors

A corporate Sponsor, including any nonprofit Sponsor, shall:

- Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the Sponsor's obligation to the project as identified in the Agreement.
- Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor's obligation to the qualified successor if requirements are met.
- Maintain sites or facilities open to the public and may not limit access to members.

Provisions for Federal Subawards Only

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section H: FEDERAL FUND Information:

Sub-Recipient (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.

Binding Official. Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the

Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in Section H: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise

entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended

(33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

Procurement of Recovered Materials. A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Required Insurance. The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).

Debarment and Suspension (Executive Orders 12549 and 12689). The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Conflict of Interest. Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

Provisions for Farm and Forest Account Projects (Farmland and Forestland Preservation Projects Only)

The following sections will not apply to Farmland and Forestland Preservation Projects if covered separately in a recorded RCO approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

- Section 15-Income and Income Use;
- Section 19-Stewardship and Monitoring;
- Section 21-Acknowledgement and Signs;
- Section 24-Provisions Applying To Acquisition Projects, Sub-sections D, F, and G;
- Section 25C-Perpetuity; and
- Section 26-Construction, Operation, Use and Maintenance of Assisted Projects.

Provisions for Firearms And Archery Range Recreation Projects Only

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

Liability Insurance. The Sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it carries, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of people who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars ($1,000,000) for the death of, or injury to, each person.

Insurance Endorsement. The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.

Length of Insurance. The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement in Section F. LONG-TERM OBLIGATIONS.

Notice of Cancellation. The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.

Government Agencies. The requirement of Subsection A through D above shall not apply if the Sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.

Sole Duty of the Sponsor. By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

Provisions for Land and Water Conservation Fund Projects Only

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "LWCF Grant Agreement General Provisions" are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

Provisions for Salmon Recovery Funding Board Projects Only

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

Provisions for Puget Sound Acquisition and Restoration Projects Only

The following provisions shall be in force only if the project described in this Agreement is funded in part or wholly from the Puget Sound Acquisition and Restoration program.

The Sponsor agrees to the following terms and conditions:

Cost Principles/Indirect Costs For State Agencies. GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In

addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements," if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

Credit and Acknowledgement. In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.

Hotel Motel Fire Safety Act. Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel to see if a property is in compliance or to find other information about the Act.

Drug Free Workplace Certification. Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.

Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs that are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except for the extent authorized as a direct cost of carrying out the scope of work.

Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA). This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

The federal agency funding this Agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

Lobbying. The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities.

The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding $100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any Sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each expenditure.

All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

Reimbursement Limitation. If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the Sponsor for costs incurred in excess of the RCO approved budget.

Disadvantaged Business Enterprise Requirements. The Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.

Minority and Women's Business Participation. Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows:

- Purchased Goods 8% MBE 4% WBE
- Purchased Services 10% MBE 4% WBE
- Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

- Include qualified minority and women's businesses on solicitation lists.
- Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
- Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

- There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
- $3,000 or more is included for supplies; or
- There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items (a) and (b).

When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or $3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor's region. Contact information can be found at http://www.epa.gov/osbp/contactpage.htm. The coordinators also can answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

Procurement involving an EPA Financial Assistance Agreement. Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.

Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.

If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.

Lobbying & Litigation. By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding $100,000, EPA requires the following certification and disclosure forms:

- Certification Regarding Lobbying, EPA Form 6600-06: http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf
- Disclosure of Lobbying Activities, SF LLL: http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf
- Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients' (Sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for

travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices).

Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is $602.24 per day $75.28 per hour.

Peer Review. Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

International Travel (Including Canada). All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.

Unliquidated Obligations (ULO). Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

Provisions Applicable Only if Federally Recognized Indian Tribe is the Sponsor

In the cases where this Agreement is between the funding board (which includes the State of Washington for purposes of this Agreement) and a federally recognized Indian Tribe, the following terms and conditions apply, but only between those parties:

Notwithstanding the above venue provision, if the State of Washington intends to initiate legal action against a federally recognized Indian tribe relating to the performance, breach, or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such an action in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such action in federal court, otherwise the State may sue the Tribe in the Thurston County Superior Court, or such other superior court where venue is proper, if not proper in Thurston County. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the State may bring suit in Thurston County Superior Court or such other superior court where venue is proper, if not proper in Thurston County.

Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such actions under subsection A above, shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers, or employees, or the State of Washington, its agencies, or its officers and employees may exceed the amount of funding awarded under this Agreement.

As requested by RCO, the Tribe shall provide to RCO its governing requirements and procedures for entering into Agreement with RCO and waiving its sovereign immunity. In addition, the tribe shall provide to RCO all authorizations the Tribe requires to authorize the person(s) signing the Agreement on the Tribe's behalf to bind the Tribe and waive the Tribe's sovereign immunity as provided herein.

The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purposes of allowing the State to bring and prosecute to completion such

actions relating to the performance, breach, or enforcement of this Agreement as provided in subsection A above, and to bring actions to enforce any judgment arising from such actions. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the funding board, the RCO, and any other state agencies as the term "agency" is broadly understood to include, but not be limited to, departments, commissions, boards, divisions, bureaus, committees, offices, councils, societies, etc.

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

City Council

Approval of a Resolution Authorizing a Youth Athletic Facilities Grant Application to the Recreation and Conservation Office for Kettle View Park Improvements

Agenda Date: 6/16/2026
Agenda Item Number: 4.D
File Number:26-0448

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

Title
Approval of a Resolution Authorizing a Youth Athletic Facilities Grant Application to the Recreation and Conservation Office for Kettle View Park Improvements

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Move to approve a resolution Authorizing a Youth Athletic Facilities (YAF) Grant Application to the Recreation and Conservation Office (RCO) for Kettle View Park Improvements.

Report
Issue:
Whether to approve a resolution Authorizing a YAF Grant Application to the (RCO) for Kettle View Park Improvements.

Staff Contact:
Tammy LeDoux, Finance & Policy Coordinator, Parks Arts and Recreation, 360.753.8053

Presenter(s):
None - Consent Calendar Item

Background and Analysis:
The Parks, Arts and Recreation Department is preparing an RCO grant application for the current funding cycle. The application is due July 15, 2026, and is required to include formal City Council authorization.

The YAF program provides grants to buy land and develop or renovate outdoor athletic facilities such as ball fields, courts, mountain bike tracks, and skate parks that serve youth through the age of 18. If successful, the grant would reimburse the City approximately $400,000 towards Kettle View Park

Improvements. The project will include renovation of the playfield for improved drainage, new irrigation, and construction of a new multi-use sport court.

The master plan for Kettle View Park was completed in 2010 and the first phase of construction was completed in 2011. Adding the sport court will deliver another amenity identified in the master plan.

Climate Analysis:
Departmental performance metrics related to parks being located within a ½ mile of residents encourages fewer vehicle miles for people to access recreation amenities in Olympia.

Equity Analysis:
Parks play an important role in the community as places that are free and accessible to the public for social connection and gathering, physical and mental health, and preservation and connection with nature.

Neighborhood/Community Interests (if known):
The playfield at Kettle View Park is unusable most of the year due to poor drainage and wet field conditions. Local soccer clubs have expressed interest in using the field for practice and games.

Financial Impact:
The total project cost is estimated to be $1,100,000 with a grant match required of the City of approximately $700,000. The grant match will be funded with Metropolitan Park District funds budgeted within the Parks Capital Asset and Management Program (CAMP) and the use of Neighborhood Park Impact Fees to fund the sport court construction.

Options:
1. Move to approve a resolution Authorizing a Youth Athletic Facilities (YAF) Grant Application to the Recreation and Conservation Office (RCO) for Kettle View Park Improvements.
2. Do not approve the resolution. Staff would be unable to pursue the grant opportunity.
3. Take other action.

Attachments:
Resolution
RCO Resolution
Sample Grant Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE APPLICATION FOR A GRANT BETWEEN THE CITY OF OLYMPIA AND WASHINGTON STATE RECREATION AND CONSERVATION OFFICE (RCO) FOR A YOUTH ATHLETIC FACILTIES GRANT FOR THE KETTLE VIEW PARK IMPROVEMENTS PROJECT

WHEREAS, the Kettle View Park is a neighborhood park acquired in 2007 and developed in 2011 to include an open play area, tennis court, restroom, shelter, walking paths and playground; and

WHEREAS, the 2010 Master Plan for the park shows the inclusion of a full-size sports court; and

WHEREAS, a goal of the 2022 Parks, Arts and Recreation Plan is to ensure park infrastructure remains functional and safe; and

WHEREAS, the Parks, Arts and Recreation Department's Capital Asset Management Program monitors the condition of park capital assets and prioritizes major repairs and replacements; and

WHEREAS, the Capital Facilities Plan commits funds annually to address major maintenance of existing infrastructure, accessibility compliance, and park improvements; and

WHEREAS, the Youth Athletic Facilities program provides funding to buy land and develop or renovate outdoor athletic facilities that serve youth through the age of 18; and

WHEREAS, the Youth Athletic Facilities grant would require a maximum grant match of up to $1,500,000; and

WHEREAS, the Kettle View Park Improvements project would renovate the play area to install irrigation, improve the stormwater drainage and recondition the field, and install a new multi-use sports court; and

WHEREAS, the Recreation and Conservation Office requires an authorizing resolution as part of the grant application;

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

1. The Olympia City Council hereby approves the application for a grant between the City of Olympia and the Washington State Recreation and Conservation Office for the Kettle View Park Improvements Project and the terms and conditions contained therein.

2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the RCO Applicant Resolution/Authorization, the Grant Agreement, and any other documents necessary to obligate funds for **Project 26-1762D, Kettle View Park Improvements** , and to make any amendments or minor modifications or to correct any scriveners' errors as may be required and are consistent with the intent of the Grant Application.

PASSED BY THE OLYMPIA CITY COUNCIL this _____day of _____2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
SENIOR DEPUTY CITY ATTORNEY

WASHINGTON STATE
Recreation and
Conservation Office

Applicant Resolution/Authorization

Organization Name (sponsor) City of Olympia

Resolution No. or Document Name City of Olympia Resolution #M-

Project(s) Number(s), and Name(s) 26-1762D - Kettle View Park Improvements

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."

2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Sylvana Niehuser, Parks, Arts and Recreation Director
Project contact (day-to-day administering of the grant and communicating with the RCO)	Tammy LeDoux, Parks Finance & Policy Coordinator
RCO Grant Agreement (Agreement)	Steven J Burney, City Manager
Agreement amendments	Steven J Burney, City Manager
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Steven J Burney, City Manager

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.

7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–<u>If our organization owns the project property</u>]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.

13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–<u>If your organization DOES NOT own the property</u>]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.

14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

15. This resolution/authorization is deemed to be part of the formal grant application to the Office.

16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date_____

On File at:_____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____Date:_____

Washington State Attorney General's Office

Approved as to form Brian Fuller 2/13/2020
Assistant Attorney General *Date*

You may reproduce the above language in your own format; however, text may not change.

WASHINGTON STATE
Recreation and
Conservation Office

Grant Agreement Template

This agreement template is used by the Recreation and Conservation Office (RCO) for the management of the grant and other programs it administers. This example is provided for review by the applicant and the applicant's counsel as they seek grants managed by RCO.

This grant agreement will contain changes when issued based on the specifics of each project, such as the applicant, grant program, fund source, project type, and rule or law changes. Applicants are encouraged to thoroughly review their customized grant agreements before signing.

RCO reserves the right to make updates to this template.

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RCO Grant Agreement

Project Sponsor: **Project Number:**

Project Title: **Approval Date:**

Parties of the Agreement

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the (Name of Funding Board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and (Sponsor and primary Sponsor), Address, City WA Zip Code, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/ Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized

Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

Purpose of Agreement

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

Description of Project

Brief description of the project is added.

Period of Performance

The period of performance begins on (project start date) and ends on (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

Standard Terms and Conditions Incorporated

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

Long-Term Obligations

For this restoration project, the Sponsor's long-term obligations shall be for a minimum of (X) years, or more as specified in the Landowner Agreement, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

Project Funding

The total grant award provided for this project shall not exceed (grant amount). The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	**Dollar Amount**	**Source of Funding**
Funding Board-Fund Source	X Percent	$X	State
Total Project Cost	X Percent	$X	

At the direction of the legislature and RCO best practices, sponsors must utilize the project funds in a timely and efficient manner in accordance with the project milestones set forth in this Agreement. Projects not aptly progressing towards completion may have funding rescinded.

Rights and Obligations Interpreted in Light of Related Documents

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is

irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

Amendments to Agreement

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

Compliance with Applicable Statutes, Rules, and Policies

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits,

and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment.

Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 420, board policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Long-Term Obligations-Manual 7
- Reimbursements-Manual 8
- Restoration Projects-Manual 5
- Grant Program-Manual (Number)

Special Conditions

None

Special Conditions–Cultural Resources

Condition applies to the following area(s): (Address)

State–RCO Lead: Monitoring required: Archaeological survey was completed during the planning phase, but a portion of this property has not been surveyed. This not yet surveyed portion will need to either be surveyed or work in that area will need to be monitored. This agreement requires compliance with Executive Order 21-02. RCO has completed the initial consultation for this project and archaeological monitoring of project activities is required. Project work must proceed in accordance with the terms of a monitoring plan developed for related projects or a cultural resources monitoring plan must be developed. The Sponsor must submit an archaeological monitoring report detailing the results of the monitoring to RCO before final payment will be made. Project activities started without approval will be considered a breach of contract. If archaeological or historic materials are discovered while conducting project activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in this agreement. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation.

State–RCO Lead: Proceed under an IDP: Work in the previously surveyed portion of the APE may proceed under RCOs Inadvertent Discovery Plan with archaeological monitoring of work near the archaeological site recorded in the 2021 CR survey. No cultural resources work is required for this scope of work, the project may proceed in accordance with RCO's Inadvertent Discovery Plan. Future project actions or any changes to the scope of work may require cultural resources survey.

Agreement Contacts

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact	RCO Contact
Name	Name
Address	Address
City, State, Zip Code	City, State, Zip Code
Email	Email

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

Entire Agreement

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

Effective Date

Unless otherwise provided for in this Agreement, this Agreement, for Project Number, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date).

Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

Grant Recipient Name

By: _____ Date: _____

Name (printed): _____

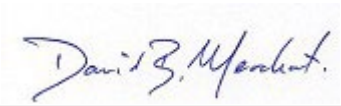
Title: _____

State of Washington Recreation and Conservation Office
On behalf of the Funding Board

By: _____ Date: _____

Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By:  Date: 01/31/2025

Assistant Attorney General

Eligible Scope Activities

Restoration Metrics

Worksite #1, Location Description

Targeted salmonid ESU/DPS (A.23)

Targeted species (non-ESU species):Searun Cutthroat

Miles of Stream and/or Shoreline Treated or Protected (C.0.b)

Project Identified In a Plan or Watershed (C.0.c)

Type Of Monitoring (C.0.d.1)

Fish Passage Improvement

Miles Of Stream Made Accessible (SRFB) (C.2.b.1)

Type Of Barrier (C.2.b.3)

Bridge installed or improved (C.2.g.1)

Miles of stream made accessible by bridge installation/repair (C.2.g.3)

Number of bridges (C.2.g.2)

Fish passage blockages removed or altered (C.2.c.1)

Number of Blockages/Impediments/Barriers Removed/Altered (C.2.c.2)

Project Milestones

Project Milestone Report

Complete	Milestone	Target Date	Comments/Description
	Project Start		Date of RCO Director approval.
	Applied for Permits		
	Permits Complete		
	Progress Report Due		
	Final Design to RCO		Pre-construction design deliverables described in Application Project Proposal.
	Cultural Resources Complete		Must occur before beginning ground disturbance; see Special Condition #1 and #2.
	Bid Awarded/ Contractor Hired		Anticipated date of award.
	Annual Project Billing Due		
	Progress Report Due		
	Annual Project Billing Due		
	Progress Report Due		
	Restoration Started		
	Progress Report Due		
	Annual Project Billing Due		
	Progress Report Due		
	Stewardship Plan to RCO		
	Restoration Complete		
	Cultural Resources Documents		
	Other		As-built drawings to RCO; if completed project differs from final design.
	RCO Final Inspection		Date project should be completed.
	Agreement End Date		PROJECT CLOSING. All expenditures must be before this date.
	Final Billing Due		You have up to 90 days from Agreement End Date to submit final invoice
	Final Report Due		Must be on or after final billing in PRISM.

Standard Terms and Conditions of the Recreation and Conservation Office

Project Sponsor: **Project Number:**

Project Title: **Approval Date:**

Standard Terms and Conditions Effective Date

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of Month/Day/Year.

Citations, Headings and Definitions

A. **Any citations** referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.

B. **Headings** used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

C. **Definitions.** As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement, terms of the Agreement, or project agreement–The document entitled "RCO GRANT AGREEMENT" accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual–A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the "RCO director" for the term "board" in those manuals where the project is not approved

by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s)–Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the "RCO director" for the term "board" or "agency" in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant–Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application–The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent–A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R.–Code of Federal Regulations

completed project or project completion–The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.

- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor–An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion–A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

Cultural Resources–Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

director–The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date–The date when the signatures of all parties to this agreement are present in the agreement.

equipment–Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or $5,000 (2 C.F.R. Part 200 (as updated)).

funding board or board–The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity–the entity that approves the project that is the subject to this Agreement.

grant program–The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost–Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. 200 as updated).

long-term compliance period–The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations–Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement–An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

match or matching share–The portion of the total project cost provided by the Sponsor.

milestone–An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office–Means the Recreation and Conservation Office or RCO.

pass-through entity–A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance–The period beginning on the project start date and ending on the project end date.

pre-agreement cost–A project cost incurred before the period of performance.

primary Sponsor–The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project–The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area–The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project.

project completion or completed project–The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost–The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

project end date–The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date–The specific date identified in the Agreement on which the period of performance starts.

RCO–Recreation and Conservation Office–The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW–Revised Code of Washington

reimbursement–RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project–A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project–A project intended to bring a site back to its historic function as part of a natural ecosystem, or one intended to improve the ecological or habitat functionality or capacity of (or part of) a site, landscape, marine environment, or watershed.

restoration and/or enhancement project–A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

secondary Sponsor–One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor–A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent–A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this

Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB–Salmon Recovery Funding Board

subaward–Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient–Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation–Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life–Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC–Washington Administrative Code.

Performance by the Sponsor

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

Assignment

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

Responsibility for Project

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities

and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

Indemnification

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor

specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

Independent Capacity of the Sponsor

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

Conflict of Interest

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

Compliance with Applicable Law

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's

noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.

C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

    1. Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.

2. Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

Archaeological and Cultural Resources

A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.

    1. Projects occurring on State/Federal Lands: Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.

B. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.

C. **Notice To Proceed.** No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.

D. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to

indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

E. **Costs associated** with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.

F. **Inadvertent Discovery Plan.** The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:

1. Keep the IDP at the project site.
2. Make the IDP readily available to anyone working at the project site.
3. Discuss the IDP with staff and contractors working at the project site.
4. Implement the IDP when cultural resources or human remains are found at the project site.

G. **Inadvertent Discovery**

1. If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
2. If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.

a. Any human remains discovered shall not be touched, moved, or further disturbed unless directed by the Department of Archaeology and Historic Preservation (DAHP).

b. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

Records

A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.

B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject

at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.

D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

Project Funding

A. **Authority**. This Agreement and funding is made available to Sponsor through the RCO.

B. **Additional Amounts**. The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.

C. **Before the Agreement**. No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a

waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

D. **After the Period of Performance**. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

Project Reimbursements

A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.

B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.

C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of

this Agreement and other agreements between RCO and the Sponsor.

D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:

   1. RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.

   2. On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and

   3. RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

Advance Payments

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

Recovery of Payments

A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the

overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

Covenant Against Contingent Fees

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

Income (and Fees) and Use of Income

A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.

B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:

    1. The Sponsor’s matching resources;

    2. The project’s total cost;

    3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;

4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;

5. Capital expenses for similar acquisition and/or development and renovation; and/or

6. Other purposes explicitly approved by RCO or otherwise provided for in this agreement.

C. **Fees**. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:

1. Grant program laws, rules, and applicable manuals;

2. Value of any service(s) furnished;

3. Value of any opportunities furnished; and

4. Prevailing range of public fees in the state for the activity involved.

Procurement Requirements

A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:

1. Publish a notice to the public requesting bids/proposals for the project;

2. Specify in the notice the date for submittal of bids/proposals;

3. Specify in the notice the general procedure and criteria for selection; and

4. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.

5. Comply with the same legal standards regarding unlawful discrimination

based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

Treatment of Equipment and Assets

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

Right of Inspection

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

Stewardship and Monitoring

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

Acknowledgment and Signs

A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.

B. **Signs.**

1. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and

2. During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.

C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program’s funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

Provisions Applying to Development, Maintenance, Renovation, and Restoration Projects

The following provisions shall be in force:

A. **Operations and Maintenance**. Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.

B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified.

   Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.

   1. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.

C. **Control and Tenure**. The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this

Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.

D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009", "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

Long-Term Obligations of the Projects and Sponsors

A. **Long-Term Obligations**. This section applies to completed projects only.

B. **Perpetuity**. For acquisition and development projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.

C. **Conversion**. The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, and/or renovated pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, and/or renovated with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state of federal laws or regulation.

1. When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

Construction, Operation, Use, and Maintenance of Assisted Projects

The following provisions shall be in force for this agreement:

A. **Property and facility operation and maintenance**. Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:

1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;

2. In a reasonably safe condition for the project's intended use;

3. Throughout its estimated useful service life so as to prevent undue deterioration;

4. In compliance with all federal and state nondiscrimination laws, regulations and policies.

B. **Open to the public**. Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:

1. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.

2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.

3. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

Provisions for Salmon Recovery Funding Board Projects

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds

for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

Order of Precedence

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

A. Federal law and binding state executive orders;

B. Code of federal regulations;

C. Terms and conditions of a grant award to the state from the federal government;

D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;

E. State Constitution, RCW, and WAC;

F. Agreement Terms and Conditions and Applicable Manuals;

G. Applicable deed restrictions, and/or governing documents.

Limitation of Authority

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

Application Representations–Misrepresentations or Inaccuracy or Breach

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

Specific Performance

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

Termination and Suspension

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. **For Cause.**

1. The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:

    a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;

    b. If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or

    c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;

2. Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.

3. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

1. The Sponsor was not in default; or

2. Failure to perform was outside Sponsor's control, fault or negligence.

C. **Rights and Remedies of the RCO**.

1. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

2. In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

1. Suspension: The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all

work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

2. No Waiver. The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

Dispute Hearing

Except as may otherwise be provided in this Agreement , when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

A. The disputed issues;

B. The relative positions of the parties;

C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

Attorneys' Fees

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

Governing Law/Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

Severability

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

End of Standard Terms and Conditions

This is the end of the Standard Terms and Conditions of the Agreement.

Special Provisions

Provisions for Acquisition Projects

The following provisions shall be in force only if the project described in this Agreement is an acquisition project (including projects with any acquisition component):

Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.

Evidence of Title. The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.

Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.

Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the funding board project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.

Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. See WAC 286 or 420. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.

Assignment of Rights. The Assignment of Rights document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

Easements and Leases. The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

Real Property Acquisition and Relocation Assistance.

- **Federal Acquisition Policies.** When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended, and applicable regulations and procedures of the federal agency implementing that Act.
- **State Acquisition Policies.** When state funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
- **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the Sponsor agrees to provide any housing and relocation assistance required.

- **Buildings and Structures.** In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with Section 8.D Archeological and Cultural Resources.

Hazardous Substances.

- **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
    - No hazardous substances were found on the site, or
    - Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
- **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
- **Hold Harmless.** The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.
- **Requirements for Federal Subawards.** The non-federal entity (Sponsor) must submit reports at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-

through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

Long-Term Obligations of the Projects and Sponsors

Long-Term Obligations of RCFB Projects. Sponsor shall comply with WAC 286-13-160, 170, and 180.

Long-Term Obligations of SRFB Projects. Sponsor shall comply with WAC 420.

Perpetuity. For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by policy, program rules, or this Agreement, or approved in writing by RCO or the funding board, RCO requires that the project area continue to function as intended after the period of performance in perpetuity.

Conversion. The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. Also see WAC Title 286 or 420 and applicable policies. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the funding board through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon this Agreement, applicable law and RCFB/SRFB policies.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or

easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided in this Agreement, by funding board policy, other RCO approved written documents, or required by applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per established funding board policies, and the board or RCO may pursue such remedies as are allowed by law and board policies, and/or this Agreement.

Provisions for Development, Maintenance, Renovation, and Restoration Projects

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

Operations and Maintenance. Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted by the board and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration (WAC 286.13.130). It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.

Document Review and Approval. Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.

Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval of the board or RCO.

Control and Tenure. The Sponsor must provide documentation that shows appropriate tenure (such as landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement and determines the long-term compliance period unless otherwise approved by the board.

Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies." "

Use of Best Management Practices. Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009", "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG website. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC website.

Provisions for Boating Project Grants

If requested by RCO, or required per state or federal law or rule with respect to any project or project element that supports recreational boating, Sponsor shall manage the project or project element per federal rules to include 2 C.F.R. Part 200, and place a

United States Coast Guard (or other federal agency) logo and funding program information at the project site.

Provisions for Boating Infrastructure Grants

Use of Sport Fish Restoration Logo. Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service's Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

Provisions Related to Corporate (Including Nonprofit) Sponsors

A corporate Sponsor, including any nonprofit Sponsor, shall:

- Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the Sponsor's obligation to the project as identified in the Agreement.
- Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor's obligation to the qualified successor if requirements are met.
- Maintain sites or facilities open to the public and may not limit access to members.

Provisions for Federal Subawards Only

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section H: FEDERAL FUND Information:

Sub-Recipient (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.

Binding Official. Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the

Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in Section H: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise

entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended

(33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

Procurement of Recovered Materials. A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Required Insurance. The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).

Debarment and Suspension (Executive Orders 12549 and 12689). The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Conflict of Interest. Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

Provisions for Farm and Forest Account Projects (Farmland and Forestland Preservation Projects Only)

The following sections will not apply to Farmland and Forestland Preservation Projects if covered separately in a recorded RCO approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

- Section 15-Income and Income Use;
- Section 19-Stewardship and Monitoring;
- Section 21-Acknowledgement and Signs;
- Section 24-Provisions Applying To Acquisition Projects, Sub-sections D, F, and G;
- Section 25C-Perpetuity; and
- Section 26-Construction, Operation, Use and Maintenance of Assisted Projects.

Provisions for Firearms And Archery Range Recreation Projects Only

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

Liability Insurance. The Sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it carries, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of people who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars ($1,000,000) for the death of, or injury to, each person.

Insurance Endorsement. The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.

Length of Insurance. The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement in Section F. LONG-TERM OBLIGATIONS.

Notice of Cancellation. The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.

Government Agencies. The requirement of Subsection A through D above shall not apply if the Sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.

Sole Duty of the Sponsor. By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

Provisions for Land and Water Conservation Fund Projects Only

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "LWCF Grant Agreement General Provisions" are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

Provisions for Salmon Recovery Funding Board Projects Only

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

Provisions for Puget Sound Acquisition and Restoration Projects Only

The following provisions shall be in force only if the project described in this Agreement is funded in part or wholly from the Puget Sound Acquisition and Restoration program.

The Sponsor agrees to the following terms and conditions:

Cost Principles/Indirect Costs For State Agencies. GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In

addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements," if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

Credit and Acknowledgement. In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.

Hotel Motel Fire Safety Act. Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel to see if a property is in compliance or to find other information about the Act.

Drug Free Workplace Certification. Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.

Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs that are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except for the extent authorized as a direct cost of carrying out the scope of work.

Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA). This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

The federal agency funding this Agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

Lobbying. The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities.

The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding $100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any Sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each expenditure.

All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

Reimbursement Limitation. If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the Sponsor for costs incurred in excess of the RCO approved budget.

Disadvantaged Business Enterprise Requirements. The Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.

Minority and Women's Business Participation. Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows:

- Purchased Goods 8% MBE 4% WBE
- Purchased Services 10% MBE 4% WBE
- Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

- Include qualified minority and women's businesses on solicitation lists.
- Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
- Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

- There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
- $3,000 or more is included for supplies; or
- There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items (a) and (b).

When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or $3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor's region. Contact information can be found at http://www.epa.gov/osbp/contactpage.htm. The coordinators also can answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

Procurement involving an EPA Financial Assistance Agreement. Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.

Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.

If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.

Lobbying & Litigation. By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding $100,000, EPA requires the following certification and disclosure forms:

- Certification Regarding Lobbying, EPA Form 6600-06: http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf
- Disclosure of Lobbying Activities, SF LLL: http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf
- Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients' (Sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for

travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices).

Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is $602.24 per day $75.28 per hour.

Peer Review. Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

International Travel (Including Canada). All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.

Unliquidated Obligations (ULO). Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

Provisions Applicable Only if Federally Recognized Indian Tribe is the Sponsor

In the cases where this Agreement is between the funding board (which includes the State of Washington for purposes of this Agreement) and a federally recognized Indian Tribe, the following terms and conditions apply, but only between those parties:

Notwithstanding the above venue provision, if the State of Washington intends to initiate legal action against a federally recognized Indian tribe relating to the performance, breach, or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such an action in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such action in federal court, otherwise the State may sue the Tribe in the Thurston County Superior Court, or such other superior court where venue is proper, if not proper in Thurston County. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the State may bring suit in Thurston County Superior Court or such other superior court where venue is proper, if not proper in Thurston County.

Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such actions under subsection A above, shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers, or employees, or the State of Washington, its agencies, or its officers and employees may exceed the amount of funding awarded under this Agreement.

As requested by RCO, the Tribe shall provide to RCO its governing requirements and procedures for entering into Agreement with RCO and waiving its sovereign immunity. In addition, the tribe shall provide to RCO all authorizations the Tribe requires to authorize the person(s) signing the Agreement on the Tribe's behalf to bind the Tribe and waive the Tribe's sovereign immunity as provided herein.

The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purposes of allowing the State to bring and prosecute to completion such

actions relating to the performance, breach, or enforcement of this Agreement as provided in subsection A above, and to bring actions to enforce any judgment arising from such actions. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the funding board, the RCO, and any other state agencies as the term "agency" is broadly understood to include, but not be limited to, departments, commissions, boards, divisions, bureaus, committees, offices, councils, societies, etc.

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

City Council

Approval of a Resolution Authorizing a Washington Wildlife and Recreation Program Grant Application to the Recreation and Conservation Office for Rebecca Howard Park Phase I

Agenda Date: 6/16/2026
Agenda Item Number: 4.E
File Number:26-0448

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

Title
Approval of a Resolution Authorizing a Washington Wildlife and Recreation Program Grant Application to the Recreation and Conservation Office for Rebecca Howard Park Phase I

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Move to a resolution authorizing a Washington Wildlife and Recreation Program Grant Application to the Recreation and Conservation Office (RCO) for Rebecca Howard Park Phase I.

Report
Issue:
Whether to a resolution authorizing a Washington Wildlife and Recreation Program Grant Application to the RCO for Rebecca Howard Park Phase I.

Staff Contact:
Tammy LeDoux, Finance & Policy Coordinator, Parks Arts and Recreation, 360.753.8053
Sarah Giannobile, Parks Planner, Parks, Arts and Recreation, 360.753.8020

Presenter(s):
None - Consent Calendar Item

Background and Analysis:
The Parks, Arts and Recreation Department is preparing an RCO grant application for the current funding cycle. The application is due July 15, 2026, and is required to include formal City Council authorization.

The Washington Wildlife and Recreation Program (WWRP) is our state's largest public funding

source for outdoor community projects. It provides matching funds to create new parks, protect wildlife habitat and preserve working lands. The WWRP is funded every two years as part of the state's Capital Construction Budget. If successful, the grant would reimburse the City $500,000 towards Phase 1 development of Rebecca Howard Park.

Climate Analysis:
One of the goals of the Parks Department is to have a park located within a ½ mile of residents, which encourages fewer vehicle miles for people to access parks and open space in Olympia. This park is located in Olympia's downtown and has bus service and bike routes nearby.

Climate adaptive and drought-resistant native plants will be included in the planting design to help create a low-maintenance landscape.

Equity Analysis:
This will be the first park in our system the celebrates and honors our Black and African American community members - past and present. The planning process included a steering committee and Community Design Advocates from the local Black community. The design reflects Olympia's Black culture and shares the stories of local Black and African American community members who shaped and continue to shape Olympia.

Neighborhood/Community Interests (if known):
A steering committee of local Black cultural advocates was formed and met monthly (from Oct. 2024 to July 2025) to discuss the vision and possibilities of this space.

Options:
1. Move to a resolution authorizing a Washington Wildlife and Recreation Program Grant Application to the Recreation and Conservation Office (RCO) for Rebecca Howard Park Phase I.
2. Do not approve the Resolution. Staff would be unable to pursue this grant opportunity.
3. Take other action.

Attachments:
Resolution
RCO Resolution
Sample Grant Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE APPLICATION FOR A GRANT BETWEEN THE CITY OF OLYMPIA AND WASHINGTON STATE RECREATION AND CONSERVATION OFFICE (RCO) FOR A WASHINGTON WILDLIFE AND RECREATION PROGRAM GRANT FOR THE REBECCA HOWARD PARK PHASE I PROJECT

WHEREAS, this property was purchased by City of Olympia for economic purposes before being transferred over to the Parks Department to develop into a space that honors and celebrates Olympia's Black community; and

WHEREAS, on March 24, 2026, the Olympia City Council approved the Rebecca Howard Park Development Plan which was created by and for Olympia's Black community; and

WHEREAS, the 2022 Parks, Arts and Recreation Plan highlights park development as a community priority; and

WHEREAS, the Washington Wildlife and Recreation Program provides funding for a broad range of land protection and outdoor recreation uses; and

WHEREAS, the Washington Wildlife and Recreation Program grant would require a grant match of up to $50,000; and

WHEREAS, the Phase 1 development consists of creating a gathering lawn for large events with a concrete seat wall, a smaller area for gatherings, interpretive signage, art, and culturally significant plantings; and

WHEREAS, the Recreation and Conservation Office requires an authorizing resolution as part of the grant application;

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

1. The Olympia City Council hereby approves the application for a grant between the City of Olympia and the Washington State Recreation and Conservation Office for the Rebecca Howard Park Phase I Project and the terms and conditions contained therein.

2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the RCO Applicant Resolution/Authorization, the Grant Agreement, and any other documents necessary to obligate funds for Project 26-1671D, Rebecca Howard Park Phase I, and to make any amendments or minor modifications or to correct any scriveners' errors as may be required and are consistent with the intent of the Grant Application.

PASSED BY THE OLYMPIA CITY COUNCIL this _____day of _____2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
SENIOR DEPUTY CITY ATTORNEY

WASHINGTON STATE
Recreation and
Conservation Office

Applicant Resolution/Authorization

Organization Name (sponsor) City of Olympia

Resolution No. or Document Name City of Olympia Resolution #

Project(s) Number(s), and Name(s) 26-1671D - Rebecca Howard Park Phase 1

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."

2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Sylvana Niehuser, Parks, Arts and Recreation Director
Project contact (day-to-day administering of the grant and communicating with the RCO)	Tammy LeDoux, Finance & Policy Coordinator
RCO Grant Agreement (Agreement)	Steven J Burney, City Manager
Agreement amendments	Steven J Burney, City Manager
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Steven J Burney, City Manager

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.

7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–<u>If our organization owns the project property</u>]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.

13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–<u>If your organization DOES NOT own the property</u>]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.

14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

15. This resolution/authorization is deemed to be part of the formal grant application to the Office.

16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title Mayor _____ Date _____

On File at: Olympia City Hall, 401 6th Ave E Olympia, WA 98501

This Applicant Resolution/Authorization was adopted by our organization during the meeting held: (Local Governments and Nonprofit Organizations Only):

Location: Olympia WA _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Faller 2/13/2020
Assistant Attorney General *Date*

You may reproduce the above language in your own format; however, text may not change.

WASHINGTON STATE
Recreation and
Conservation Office

Grant Agreement Template

This agreement template is used by the Recreation and Conservation Office (RCO) for the management of the grant and other programs it administers. This example is provided for review by the applicant and the applicant's counsel as they seek grants managed by RCO.

This grant agreement will contain changes when issued based on the specifics of each project, such as the applicant, grant program, fund source, project type, and rule or law changes. Applicants are encouraged to thoroughly review their customized grant agreements before signing.

RCO reserves the right to make updates to this template.

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RCO Grant Agreement

Project Sponsor: **Project Number:**

Project Title: **Approval Date:**

Parties of the Agreement

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the (Name of Funding Board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and (Sponsor and primary Sponsor), Address, City WA Zip Code, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/ Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized

Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

Purpose of Agreement

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

Description of Project

Brief description of the project is added.

Period of Performance

The period of performance begins on (project start date) and ends on (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

Standard Terms and Conditions Incorporated

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

Long-Term Obligations

For this restoration project, the Sponsor's long-term obligations shall be for a minimum of (X) years, or more as specified in the Landowner Agreement, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

Project Funding

The total grant award provided for this project shall not exceed (grant amount). The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	**Dollar Amount**	**Source of Funding**
Funding Board-Fund Source	X Percent	$X	State
Total Project Cost	X Percent	$X	

At the direction of the legislature and RCO best practices, sponsors must utilize the project funds in a timely and efficient manner in accordance with the project milestones set forth in this Agreement. Projects not aptly progressing towards completion may have funding rescinded.

Rights and Obligations Interpreted in Light of Related Documents

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is

irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

Amendments to Agreement

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

Compliance with Applicable Statutes, Rules, and Policies

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits,

and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment.

Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 420, board policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Long-Term Obligations-Manual 7
- Reimbursements-Manual 8
- Restoration Projects-Manual 5
- Grant Program-Manual (Number)

Special Conditions

None

Special Conditions–Cultural Resources

Condition applies to the following area(s): (Address)

State–RCO Lead: Monitoring required: Archaeological survey was completed during the planning phase, but a portion of this property has not been surveyed. This not yet surveyed portion will need to either be surveyed or work in that area will need to be monitored. This agreement requires compliance with Executive Order 21-02. RCO has completed the initial consultation for this project and archaeological monitoring of project activities is required. Project work must proceed in accordance with the terms of a monitoring plan developed for related projects or a cultural resources monitoring plan must be developed. The Sponsor must submit an archaeological monitoring report detailing the results of the monitoring to RCO before final payment will be made. Project activities started without approval will be considered a breach of contract. If archaeological or historic materials are discovered while conducting project activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in this agreement. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation.

State–RCO Lead: Proceed under an IDP: Work in the previously surveyed portion of the APE may proceed under RCOs Inadvertent Discovery Plan with archaeological monitoring of work near the archaeological site recorded in the 2021 CR survey. No cultural resources work is required for this scope of work, the project may proceed in accordance with RCO's Inadvertent Discovery Plan. Future project actions or any changes to the scope of work may require cultural resources survey.

Agreement Contacts

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact	RCO Contact
Name	Name
Address	Address
City, State, Zip Code	City, State, Zip Code
Email	Email

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

Entire Agreement

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

Effective Date

Unless otherwise provided for in this Agreement, this Agreement, for Project Number, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date).

Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

Grant Recipient Name

By: _____ Date: _____

Name (printed): _____

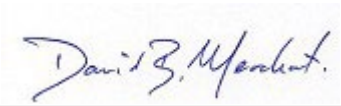
Title: _____

State of Washington Recreation and Conservation Office
On behalf of the Funding Board

By: _____ Date: _____

Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By:  Date: 01/31/2025

Assistant Attorney General

Eligible Scope Activities

Restoration Metrics

Worksite #1, Location Description

Targeted salmonid ESU/DPS (A.23)

Targeted species (non-ESU species):Searun Cutthroat

Miles of Stream and/or Shoreline Treated or Protected (C.0.b)

Project Identified In a Plan or Watershed (C.0.c)

Type Of Monitoring (C.0.d.1)

Fish Passage Improvement

Miles Of Stream Made Accessible (SRFB) (C.2.b.1)

Type Of Barrier (C.2.b.3)

Bridge installed or improved (C.2.g.1)

Miles of stream made accessible by bridge installation/repair (C.2.g.3)

Number of bridges (C.2.g.2)

Fish passage blockages removed or altered (C.2.c.1)

Number of Blockages/Impediments/Barriers Removed/Altered (C.2.c.2)

Project Milestones

Project Milestone Report

Complete	Milestone	Target Date	Comments/Description
	Project Start		Date of RCO Director approval.
	Applied for Permits		
	Permits Complete		
	Progress Report Due		
	Final Design to RCO		Pre-construction design deliverables described in Application Project Proposal.
	Cultural Resources Complete		Must occur before beginning ground disturbance; see Special Condition #1 and #2.
	Bid Awarded/ Contractor Hired		Anticipated date of award.
	Annual Project Billing Due		
	Progress Report Due		
	Annual Project Billing Due		
	Progress Report Due		
	Restoration Started		
	Progress Report Due		
	Annual Project Billing Due		
	Progress Report Due		
	Stewardship Plan to RCO		
	Restoration Complete		
	Cultural Resources Documents		
	Other		As-built drawings to RCO; if completed project differs from final design.
	RCO Final Inspection		Date project should be completed.
	Agreement End Date		PROJECT CLOSING. All expenditures must be before this date.
	Final Billing Due		You have up to 90 days from Agreement End Date to submit final invoice
	Final Report Due		Must be on or after final billing in PRISM.

Standard Terms and Conditions of the Recreation and Conservation Office

Project Sponsor: **Project Number:**

Project Title: **Approval Date:**

Standard Terms and Conditions Effective Date

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of Month/Day/Year.

Citations, Headings and Definitions

A. **Any citations** referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.

B. **Headings** used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

C. **Definitions.** As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement, terms of the Agreement, or project agreement–The document entitled "RCO GRANT AGREEMENT" accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual–A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the "RCO director" for the term "board" in those manuals where the project is not approved

by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s)–Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the "RCO director" for the term "board" or "agency" in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant–Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application–The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent–A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R.–Code of Federal Regulations

completed project or project completion–The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.

- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor–An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion–A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

Cultural Resources–Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

director–The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date–The date when the signatures of all parties to this agreement are present in the agreement.

equipment–Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or $5,000 (2 C.F.R. Part 200 (as updated)).

funding board or board–The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity–the entity that approves the project that is the subject to this Agreement.

grant program–The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost–Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. 200 as updated).

long-term compliance period–The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations–Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement–An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

match or matching share–The portion of the total project cost provided by the Sponsor.

milestone–An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office–Means the Recreation and Conservation Office or RCO.

pass-through entity–A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance–The period beginning on the project start date and ending on the project end date.

pre-agreement cost–A project cost incurred before the period of performance.

primary Sponsor–The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project–The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area–The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project.

project completion or completed project–The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost–The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

project end date–The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date–The specific date identified in the Agreement on which the period of performance starts.

RCO–Recreation and Conservation Office–The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW–Revised Code of Washington

reimbursement–RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project–A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project–A project intended to bring a site back to its historic function as part of a natural ecosystem, or one intended to improve the ecological or habitat functionality or capacity of (or part of) a site, landscape, marine environment, or watershed.

restoration and/or enhancement project–A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

secondary Sponsor–One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor–A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent–A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this

Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB–Salmon Recovery Funding Board

subaward–Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient–Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation–Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life–Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC–Washington Administrative Code.

Performance by the Sponsor

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

Assignment

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

Responsibility for Project

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities

and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

Indemnification

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor

specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

Independent Capacity of the Sponsor

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

Conflict of Interest

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

Compliance with Applicable Law

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's

noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.

C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

    1. Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.

2. Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

Archaeological and Cultural Resources

A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.

    1. Projects occurring on State/Federal Lands: Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.

B. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.

C. **Notice To Proceed.** No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.

D. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to

indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

E. **Costs associated** with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.

F. **Inadvertent Discovery Plan.** The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:

1. Keep the IDP at the project site.
2. Make the IDP readily available to anyone working at the project site.
3. Discuss the IDP with staff and contractors working at the project site.
4. Implement the IDP when cultural resources or human remains are found at the project site.

G. **Inadvertent Discovery**

1. If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
2. If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.

a. Any human remains discovered shall not be touched, moved, or further disturbed unless directed by the Department of Archaeology and Historic Preservation (DAHP).

b. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

Records

A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.

B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject

at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.

D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

Project Funding

A. **Authority**. This Agreement and funding is made available to Sponsor through the RCO.

B. **Additional Amounts**. The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.

C. **Before the Agreement**. No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a

waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

D. **After the Period of Performance**. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

Project Reimbursements

A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.

B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.

C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of

this Agreement and other agreements between RCO and the Sponsor.

D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:

   1. RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.

   2. On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and

   3. RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

Advance Payments

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

Recovery of Payments

A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the

overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

Covenant Against Contingent Fees

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

Income (and Fees) and Use of Income

A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.

B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:

    1. The Sponsor’s matching resources;

    2. The project’s total cost;

    3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;

4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;

5. Capital expenses for similar acquisition and/or development and renovation; and/or

6. Other purposes explicitly approved by RCO or otherwise provided for in this agreement.

C. **Fees**. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:

1. Grant program laws, rules, and applicable manuals;

2. Value of any service(s) furnished;

3. Value of any opportunities furnished; and

4. Prevailing range of public fees in the state for the activity involved.

Procurement Requirements

A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:

1. Publish a notice to the public requesting bids/proposals for the project;

2. Specify in the notice the date for submittal of bids/proposals;

3. Specify in the notice the general procedure and criteria for selection; and

4. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.

5. Comply with the same legal standards regarding unlawful discrimination

based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

Treatment of Equipment and Assets

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

Right of Inspection

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

Stewardship and Monitoring

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

Acknowledgment and Signs

A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.

B. **Signs.**

1. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and

2. During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.

C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program’s funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

Provisions Applying to Development, Maintenance, Renovation, and Restoration Projects

The following provisions shall be in force:

A. **Operations and Maintenance**. Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.

B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified.

   Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.

   1. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.

C. **Control and Tenure**. The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this

Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.

D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009", "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

Long-Term Obligations of the Projects and Sponsors

A. **Long-Term Obligations**. This section applies to completed projects only.

B. **Perpetuity**. For acquisition and development projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.

C. **Conversion**. The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, and/or renovated pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, and/or renovated with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state of federal laws or regulation.

1. When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

Construction, Operation, Use, and Maintenance of Assisted Projects

The following provisions shall be in force for this agreement:

A. **Property and facility operation and maintenance**. Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:

1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;

2. In a reasonably safe condition for the project's intended use;

3. Throughout its estimated useful service life so as to prevent undue deterioration;

4. In compliance with all federal and state nondiscrimination laws, regulations and policies.

B. **Open to the public**. Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:

1. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.

2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.

3. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

Provisions for Salmon Recovery Funding Board Projects

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds

for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

Order of Precedence

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

A. Federal law and binding state executive orders;

B. Code of federal regulations;

C. Terms and conditions of a grant award to the state from the federal government;

D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;

E. State Constitution, RCW, and WAC;

F. Agreement Terms and Conditions and Applicable Manuals;

G. Applicable deed restrictions, and/or governing documents.

Limitation of Authority

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

Application Representations–Misrepresentations or Inaccuracy or Breach

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

Specific Performance

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

Termination and Suspension

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. **For Cause.**

1. The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:

    a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;

    b. If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or

    c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;

2. Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.

3. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

1. The Sponsor was not in default; or

2. Failure to perform was outside Sponsor's control, fault or negligence.

C. **Rights and Remedies of the RCO**.

1. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

2. In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

1. Suspension: The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all

work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

2. No Waiver. The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

Dispute Hearing

Except as may otherwise be provided in this Agreement , when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

A. The disputed issues;

B. The relative positions of the parties;

C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

Attorneys' Fees

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

Governing Law/Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

Severability

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

End of Standard Terms and Conditions

This is the end of the Standard Terms and Conditions of the Agreement.

Special Provisions

Provisions for Acquisition Projects

The following provisions shall be in force only if the project described in this Agreement is an acquisition project (including projects with any acquisition component):

Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.

Evidence of Title. The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.

Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.

Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the funding board project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.

Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. See WAC 286 or 420. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.

Assignment of Rights. The Assignment of Rights document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

Easements and Leases. The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

Real Property Acquisition and Relocation Assistance.

- **Federal Acquisition Policies.** When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended, and applicable regulations and procedures of the federal agency implementing that Act.
- **State Acquisition Policies.** When state funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
- **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the Sponsor agrees to provide any housing and relocation assistance required.

- **Buildings and Structures.** In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with Section 8.D Archeological and Cultural Resources.

Hazardous Substances.

- **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
    - No hazardous substances were found on the site, or
    - Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
- **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
- **Hold Harmless.** The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.
- **Requirements for Federal Subawards.** The non-federal entity (Sponsor) must submit reports at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-

through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

Long-Term Obligations of the Projects and Sponsors

Long-Term Obligations of RCFB Projects. Sponsor shall comply with WAC 286-13-160, 170, and 180.

Long-Term Obligations of SRFB Projects. Sponsor shall comply with WAC 420.

Perpetuity. For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by policy, program rules, or this Agreement, or approved in writing by RCO or the funding board, RCO requires that the project area continue to function as intended after the period of performance in perpetuity.

Conversion. The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. Also see WAC Title 286 or 420 and applicable policies. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the funding board through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon this Agreement, applicable law and RCFB/SRFB policies.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or

easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided in this Agreement, by funding board policy, other RCO approved written documents, or required by applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per established funding board policies, and the board or RCO may pursue such remedies as are allowed by law and board policies, and/or this Agreement.

Provisions for Development, Maintenance, Renovation, and Restoration Projects

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

Operations and Maintenance. Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted by the board and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration (WAC 286.13.130). It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.

Document Review and Approval. Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.

Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval of the board or RCO.

Control and Tenure. The Sponsor must provide documentation that shows appropriate tenure (such as landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement and determines the long-term compliance period unless otherwise approved by the board.

Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies." "

Use of Best Management Practices. Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009", "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG website. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC website.

Provisions for Boating Project Grants

If requested by RCO, or required per state or federal law or rule with respect to any project or project element that supports recreational boating, Sponsor shall manage the project or project element per federal rules to include 2 C.F.R. Part 200, and place a

United States Coast Guard (or other federal agency) logo and funding program information at the project site.

Provisions for Boating Infrastructure Grants

Use of Sport Fish Restoration Logo. Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service's Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

Provisions Related to Corporate (Including Nonprofit) Sponsors

A corporate Sponsor, including any nonprofit Sponsor, shall:

- Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the Sponsor's obligation to the project as identified in the Agreement.
- Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor's obligation to the qualified successor if requirements are met.
- Maintain sites or facilities open to the public and may not limit access to members.

Provisions for Federal Subawards Only

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section H: FEDERAL FUND Information:

Sub-Recipient (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.

Binding Official. Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the

Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in Section H: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise

entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended

(33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

Procurement of Recovered Materials. A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Required Insurance. The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).

Debarment and Suspension (Executive Orders 12549 and 12689). The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Conflict of Interest. Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

Provisions for Farm and Forest Account Projects (Farmland and Forestland Preservation Projects Only)

The following sections will not apply to Farmland and Forestland Preservation Projects if covered separately in a recorded RCO approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

- Section 15-Income and Income Use;
- Section 19-Stewardship and Monitoring;
- Section 21-Acknowledgement and Signs;
- Section 24-Provisions Applying To Acquisition Projects, Sub-sections D, F, and G;
- Section 25C-Perpetuity; and
- Section 26-Construction, Operation, Use and Maintenance of Assisted Projects.

Provisions for Firearms And Archery Range Recreation Projects Only

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

Liability Insurance. The Sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it carries, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of people who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars ($1,000,000) for the death of, or injury to, each person.

Insurance Endorsement. The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.

Length of Insurance. The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement in Section F. LONG-TERM OBLIGATIONS.

Notice of Cancellation. The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.

Government Agencies. The requirement of Subsection A through D above shall not apply if the Sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.

Sole Duty of the Sponsor. By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

Provisions for Land and Water Conservation Fund Projects Only

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "LWCF Grant Agreement General Provisions" are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

Provisions for Salmon Recovery Funding Board Projects Only

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

Provisions for Puget Sound Acquisition and Restoration Projects Only

The following provisions shall be in force only if the project described in this Agreement is funded in part or wholly from the Puget Sound Acquisition and Restoration program.

The Sponsor agrees to the following terms and conditions:

Cost Principles/Indirect Costs For State Agencies. GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In

addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements," if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

Credit and Acknowledgement. In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.

Hotel Motel Fire Safety Act. Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel to see if a property is in compliance or to find other information about the Act.

Drug Free Workplace Certification. Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.

Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs that are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except for the extent authorized as a direct cost of carrying out the scope of work.

Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA). This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

The federal agency funding this Agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

Lobbying. The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities.

The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding $100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any Sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each expenditure.

All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

Reimbursement Limitation. If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the Sponsor for costs incurred in excess of the RCO approved budget.

Disadvantaged Business Enterprise Requirements. The Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.

Minority and Women's Business Participation. Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows:

- Purchased Goods 8% MBE 4% WBE
- Purchased Services 10% MBE 4% WBE
- Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

- Include qualified minority and women's businesses on solicitation lists.
- Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
- Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

- There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
- $3,000 or more is included for supplies; or
- There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items (a) and (b).

When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or $3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor's region. Contact information can be found at http://www.epa.gov/osbp/contactpage.htm. The coordinators also can answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

Procurement involving an EPA Financial Assistance Agreement. Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.

Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.

If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.

Lobbying & Litigation. By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding $100,000, EPA requires the following certification and disclosure forms:

- Certification Regarding Lobbying, EPA Form 6600-06: http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf
- Disclosure of Lobbying Activities, SF LLL: http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf
- Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients' (Sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for

travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices).

Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is $602.24 per day $75.28 per hour.

Peer Review. Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

International Travel (Including Canada). All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.

Unliquidated Obligations (ULO). Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

Provisions Applicable Only if Federally Recognized Indian Tribe is the Sponsor

In the cases where this Agreement is between the funding board (which includes the State of Washington for purposes of this Agreement) and a federally recognized Indian Tribe, the following terms and conditions apply, but only between those parties:

Notwithstanding the above venue provision, if the State of Washington intends to initiate legal action against a federally recognized Indian tribe relating to the performance, breach, or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such an action in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such action in federal court, otherwise the State may sue the Tribe in the Thurston County Superior Court, or such other superior court where venue is proper, if not proper in Thurston County. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the State may bring suit in Thurston County Superior Court or such other superior court where venue is proper, if not proper in Thurston County.

Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such actions under subsection A above, shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers, or employees, or the State of Washington, its agencies, or its officers and employees may exceed the amount of funding awarded under this Agreement.

As requested by RCO, the Tribe shall provide to RCO its governing requirements and procedures for entering into Agreement with RCO and waiving its sovereign immunity. In addition, the tribe shall provide to RCO all authorizations the Tribe requires to authorize the person(s) signing the Agreement on the Tribe's behalf to bind the Tribe and waive the Tribe's sovereign immunity as provided herein.

The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purposes of allowing the State to bring and prosecute to completion such

actions relating to the performance, breach, or enforcement of this Agreement as provided in subsection A above, and to bring actions to enforce any judgment arising from such actions. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the funding board, the RCO, and any other state agencies as the term "agency" is broadly understood to include, but not be limited to, departments, commissions, boards, divisions, bureaus, committees, offices, councils, societies, etc.

City Hall
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360-753-8244

City Council

Approval of a Resolution Authorizing a Building Resilient Infrastructure and Communities Grant Application for the Percival Creek Sewer Reroute Project

Agenda Date: 6/16/2026
Agenda Item Number: 4.F
File Number:26-0452

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

Title
Approval of a Resolution Authorizing a Building Resilient Infrastructure and Communities Grant Application for the Percival Creek Sewer Reroute Project

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Move to approve a resolution authorizing a Building Resilient Infrastructure and Communities (BRIC) grant application for the Percival Creek Sewer Reroute Project.

Report
Issue:
Whether to approve a resolution authorizing a BRIC grant application for the Percival Creek Sewer Reroute Project.

Staff Contact:
Susan Clark, Engineering and Planning Manager, Public Works Water Resources, 360.753.8321

Presenter(s):
None - Consent Calendar Item.

Background and Analysis:
The BRIC grant program funds cost-effective mitigation projects that are designed to increase resilience and public safety, reduce injuries and loss of life, and reduce damage and destruction to property, critical services, facilities, and infrastructure. It is a cost-share grant, with 75 percent federal funds and 25 percent local funds. The State of Washington is expected to provide half of the non-federal portion.

The federal government cancelled the fiscal year 2025 BRIC Grant Program after the fiscal year

2025 applications had been submitted, including the Wastewater Utility's application for the Percival Creek Bridge Sewer Reroute Project. In March 2026, the Federal Government reinstated the fiscal year 2025 BRIC Grant Program and combined it with a new fiscal year 2026 funding opportunity. This action allows the Wastewater Utility to resubmit its completed application for the Project.

The Percival Creek Utility Bridge was severely damaged on February 7, 2020, when a tree fell and struck the middle span breaking the existing sewer and water mains that are attached to the underside of the bridge. At the time, approximately 30,000 gallons of untreated sewage entered Percival Creek, Capitol Lake and Budd Inlet. Although the bridge and sewer main have been brought back to pre-disaster function, the bridge continues to be susceptible to storms, landslides and earthquakes. The Wastewater Utility is proposing to mitigate this risk by using horizontal directional drilling to reroute the sewer main under Percival Creek. Following relocation of the water main and private utilities, the Percival Creek Utility Bridge will be removed.

The existing 10-inch diameter sewer main, which currently crosses Percival Creek via the Percival Creek Utility Bridge, connects Evergreen Park Court SW to an existing LOTT Clean Water Alliance interceptor pipeline located adjacent to Percival Creek and the nearby railroad. It is a critical connection within the City's sewer infrastructure. The sewer main is the only outlet for the sanitary sewer system for the area known as Courthouse Hill. Approximately 765 residential accounts and 42 commercial accounts, including the Thurston County Courthouse, are connected to this sewer main.

As part of the grant application, the Mayor must sign the form called "Resolution Designating Applicant Agent," which allows the City Manager and Public Works Director to sign the required grant documents in the future.

The grant sub-application is due on June 15, 2026.

Climate Analysis:
The rerouting of the existing sewer line located on the Percival Utility Bridge is not expected to have an impact on greenhouse gas emissions.

Equity Analysis:
Obtaining a Building Resilient Infrastructure and Communities grant to fund 75 percent, and perhaps an additional 12.5 percent covered by the State of Washington, for this critical infrastructure project will benefit all City of Olympia Wastewater Utility rate payers by allowing the Wastewater Utility to leverage its limited resources for other capital projects.

Neighborhood/Community Interests (if known):
The goal of the proposed project is to mitigate the loss of an essential service (sanitary sewer service) to residential and business customers that would result from a storm, landslide or earthquake causing damage to the Percival Creek Utility Bridge. With the proposed rerouting of the sewer main under Percival Creek using horizonal directional drilling, the adverse impacts from a storm, landslide or earthquake will be minimized.

Financial Impact:
The total project cost is estimated at $7,135,909, including an escalation factor. The maximum federal share is 75 percent of the total eligible costs. The minimum non federal cost share is 25

percent. The City's up to 25 percent match ($1,783,977) will be covered by the Wastewater Utility. The State of Washington may provide 12.5 percent of the required cost-share, thereby lowering the Wastewater Utility's financial commitment.

Options:

1. Move to approve a resolution authorizing a Building Resilient Infrastructure and Communities (BRIC) grant application for the Percival Creek Sewer Reroute Project.
2. This will allow the Wastewater Utility to apply for a State of Washington Building Resilient Infrastructure and Communities grant by the deadline and, if funded, implement the project in 2027-2028.
3. Do not approve the resolution authorizing a grant application for the Percival Creek Sewer Reroute Project. Staff would not apply for a State of Washington Building Resilient Infrastructure and Communities grant. Instead, an alternative source of funding, such as wastewater utility rates, will be required for the project.
4. Move to approve the resolution authorizing a grant application for the Percival Creek Sewer Reroute Project but lower the financial commitment to be acceptable to the City. This would mean staff would not have the necessary financial commitment to apply for a State of Washington Building Resilient Infrastructure and Communities grant. Instead, an alternative source of funding, such as wastewater utility rates, will be required for the project.

Attachments:

Resolution
Resolution Designating Applicant Agent

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING CITY STAFF TO APPLY FOR A GRANT FOR THE PERCIVAL CREEK BRIDGE SEWER REROUTE PROJECT AND TO EXECUTE, IF AWARDED, ALL DOCUMENTS NECESSARY TO FULFILL THE TERMS OF THE GRANT

WHEREAS, a major rain and windstorm on February 7, 2020 caused a large tree to fall on the City of Olympia utility bridge crossing Percival Creek, causing severe damage. Water and sewer lines were broken, the beams holding up the bridge were broken, the bridge deck and railings were severed, an embankment under the bridge foot was severely eroded; and

WHEREAS, the storm event and subsequent damage to the sewer line caused the release of untreated sewage into Percival Creek, Capitol Lake and Budd Inlet; and

WHEREAS, the 10-inch diameter sewer main serves approximately 765 residential units and 42 commercial accounts, including the Thurston County Courthouse; and

WHEREAS, the City of Olympia received a FEMA mitigation grant and a Washington State Department of Commerce Emergency Loan to repair the damage caused by the February 7, 2020 storm event back to its pre-disaster function; and

WHEREAS, the Washington State Department of Commerce Emergency Loan also included funding for an analysis of the feasibility of using horizontal directional drilling for replacing the sewer main under Percival Creek as an alternative to full restoration of the utility bridge; and

WHEREAS, emergency repairs have been completed to the Percival Creek Utility Bridge and sewer and water mains to pre-disaster function and a feasibility analysis of using horizontal directional drilling for replacing the sewer main has been completed; and

WHEREAS, the location of the utility bridge makes it susceptible to repeat storm events, and the utility bridge is not built to current seismic standards; and

WHEREAS, the State of Washington Building Resilient Infrastructure and Communities (BRIC) Grant Program provides funding for projects that reduce risks from disasters and natural hazards; and

WHEREAS, the Wastewater Utility submitted a preapplication for the State of Washington BRIC Grant Program in September 2024 and was selected to submit a complete application for the fiscal year 2025 BRIC Grant Program; and

WHEREAS, the Federal Government cancelled the fiscal year 2025 BRIC Grant Program after the complete fiscal year 2025 application for the Percival Creek Bridget Sewer Reroute Project was submitted, and reinstated the fiscal year 2025/2026 BRIC Grant Program in March 2026, allowing the Wastewater Utility to resubmit a complete application; and

WHEREAS, the State of Washington BRIC Grant Program, if awarded to the City, will be used for rerouting the sewer main on the Percival Creek Utility Bridge for the City's Wastewater Utility. The total project cost is estimated at $7,135,909; and

WHEREAS, the terms of the State of Washington BRIC Grant Program require 25 percent matching funds, which is subject to a potential reduction to 12.5 percent. The maximum grant term is three years; and

WHEREAS, the "Resolution Designating Applicant Agent" must be submitted with the completed BRIC Grant Program Sub-Application for the Percival Creek Sewer Re-route Project;

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

1. The City's Wastewater Utility is authorized to pursue the Building Resilient Infrastructure and Communities (BRIC) Grant Program offered by the State of Washington to fund part of the cost of rerouting the sewer main currently located on the Percival Creek Bridge.

2. The Mayor is authorized to execute the Resolution Designating Applicant Agent on behalf of the City Council designating City Manager Steven J. Burney as Applicant Agent, with Public Works Director Mark Russell as alternate.

2. The City agrees to comply with the terms of the State of Washington BRIC Grant Program, including providing up to 25 percent matching funds.

3. If the City is awarded a grant under the State of Washington BRIC Grant Program, the City Manager is authorized and directed to execute the State of Washington BRIC Grant Program Agreement on behalf of the City of Olympia, provided the terms of that Agreement are deemed acceptable, and the City Manager is further authorized and directed to execute any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, and to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
_____
SENIOR DEPUTY CITY ATTORNEY

Resolution Designating Applicant Agent

For the state of Washington Building Resilient Infrastructure and Communities (BRIC) Program Sub-Application and Grant:

BE IT RESOLVED THAT Steven J. Burney, City Manager _____ _

(Print Name and Title)

OR HIS/HER ALTERNATE Mark Russell, Public Works Director _____

(Print Name and Title)

Is hereby authorized to execute for and on behalf of the City of Olympia a local government entity, state agency, special purpose district, federally recognized tribe or private nonprofit organization established under the laws of the state of Washington, this application, grant agreement, and payment requests to be filed with the Military Department, Emergency Management Division, for the purpose of obtaining and administering certain state and federal financial assistance under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Act of 1988, P.L. 93-288, as amended.

THAT the Olympia City Council hereby authorizes its agent to provide to the Washington Military Department, Emergency Management Division assurances and agreements required for all matters concerning such non-disaster mitigation.

Passed and approved this _____ day of , 2026_____

_____ Dontae Payne, Mayor_____

Signature Print Name and Title

*Note: Applicant agent designation is made by a mayor, county executive or governing board. An individual cannot designate himself/herself as the Applicant Agent.

Approved as to Form:

Michael M. Young
_____
Senior Deputy City Attorney

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601 4th Avenue E.
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City Council

Approval of a Resolution Authorizing a Building Resilient Infrastructure and Communities Grant Application for Coastal Flood Protection Infrastructure Project Scoping

Agenda Date: 6/16/2026
Agenda Item Number: 4.G
File Number:26-0457

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

Title
Approval of a Resolution Authorizing a Building Resilient Infrastructure and Communities Grant Application for Coastal Flood Protection Infrastructure Project Scoping

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Move to approve a resolution authorizing a Building Resilient Infrastructure and Communities (BRIC) Grant application for Coastal Flood Protection Infrastructure Project Scoping

Report
Issue:
Whether to approve a resolution authorizing a BRIC Grant application for Coastal Flood Protection Infrastructure Project Scoping.

Staff Contact:
Natalie Weiss, Climate Resilience Coordinator, 360.570.5828

Presenter(s):
Natalie Weiss, Climate Resilience Coordinator

Background and Analysis:
Grant Background
In 2024, the City of Olympia applied for a FEMA Building Resilient Infrastructure and Communities (BRIC) grant to mitigate coastal flood risk in downtown Olympia. However, the BRIC grant program was then cancelled during the FY2024 application cycle. The grant was later reinstated this year. Washington Emergency Management Division invited the City of Olympia to re-apply to the grant for this application cycle.

The City plans to apply for “Capability and Capacity Building” project type within the BRIC program. These grants are used to advance project scoping and planning activities for physical infrastructure that reduces natural hazard risks and protects critical services and communities.

Proposal Motivation

The City of Olympia’s downtown waterfront is increasingly vulnerable to coastal flooding due to its low-lying location at the southern end of the Puget Sound. Rising sea levels, combined with local land subsidence, are increasing the frequency, depth, and duration of tidal flooding events, while extreme high tides and winter storms further exacerbate local flood hazards. With only 12 inches of rising sea levels by 2050, more than 150 acres of downtown Olympia are projected to be vulnerable to a 100-year coastal flood event.

Downtown Olympia is the social, cultural, historic, and economic core of the city and the wider region. The downtown area contains vital infrastructure that serves the entire region, including the Budd Inlet Wastewater Treatment Plant (BITP), which serves approximately 130,000 people throughout the County, as well as the Port of Olympia marine terminal, a major transit center, and critical transportation corridors. Spanning just half of a square mile, downtown Olympia is home to more than 450 independently owned businesses, as well as important cultural and recreational destinations

Proposal Scope of Work

The City of Olympia’s proposed project will result in engineering, design, and feasibility studies to construct raised landscaping, planter boxes, and deployable flood gates to reduce coastal flood risk in downtown Olympia, as envisioned in the Olympia Sea Level Rise Response Plan. The proposed project area encompasses approximately 0.6 miles of shoreline along Percival Landing Park, and within City rights-of-way along Columbia Street, Water Street, and 4th Avenue in downtown Olympia.

The grant funds will result in 30% design documentation for the coastal flood protection system located within City rights-of-way and Percival Landing Park. The proposed project will be completed over a three-year period and coordinated between the Climate Program, the Storm and Surface Water Utility, and Parks, Arts, and Recreation Department, and other external partners.

Climate Analysis:

The BRIC grant application directly supports Comprehensive Plan policies PC2.2, PL3.4, PR2.6, PR8.7, PU9.8, and PU11.1, which focus on planning and constructing physical infrastructure that reduces coastal flooding risks to wastewater treatment, stormwater systems, emergency services, and the transportation network. These policies support the implementation of both the Olympia Sea Level Rise Response Plan and regional Hazards Mitigation Plan. Progressing physical adaptation strategies to 30% design will help reduce the impacts from rising sea levels to critical services, infrastructure, and economic development downtown.

Equity Analysis:

Downtown Olympia contains critical infrastructure that residents in Olympia and the region rely on for health and safety, including the Budd Inlet Treatment Plant, emergency transportation routes, and the transit center. Downtown is also the region’s employment and cultural hub, with over 450 local businesses. Reducing the impacts from tidal flooding ensures equitable access to critical wastewater treatment services, transportation networks, and economic development. If funding is awarded to advance this work, staff will conduct a comprehensive equity analysis at the start of the project.

Neighborhood/Community Interests (if known):
There is considerable community interest in sea level rise planning and implementation of flood protection measures in downtown Olympia.

Financial Impact:
The City is requesting $536,920 in grant funding for the proposed project. This award matches our previous request from the cancelled FY2024 application cycle. If funding is awarded, FEMA will provide 75% of the grant award, or $402,690, and Washington Emergency Management Division will match 12.5% of the grant award, or $67,115. The City is responsible for the remaining 12.5%, or $67,115.

Based on previous cost estimates for the proposed project, we anticipate the costs of the full scope of work to be approximately $1.1 million, leaving a total City contribution of approximately $630,000 over three years. The Parks, Arts, and Recreation Department, Storm and Surface Water Utility (SSW), and Climate Program will fund the City's contribution through existing program budgets.

The Parks Department allocates $160,000 of OMPD funds as a savings account for future Percival Landing repairs and annual inspections each year. Annually from 2027-2029, $96,146 of these funds will be used for the BRIC grant match.

The SSW Utility allocates $125,000 to the regional Sea Level Rise Collaborative each year. Annually from 2027-2029, $96,146 of these funds will be used for the BRIC grant match.

The Climate Program will allocate $20,000 from the program's existing general professional services budget annually from 2027-2029.

Options:
1. Move to approve the resolution authorizing a BRIC Grant Application for Coastal Flood Protection Infrastructure Project Scoping.
2. Move to approve the resolution authorizing a BRIC Grant Application for Coastal Flood Protection Infrastructure Project Scoping, with specific modifications.
3. Do not move to approve the resolution authorizing a BRIC Grant Application for Coastal Flood Protection Infrastructure Project Scoping.

Attachments:
Resolution
FEMA Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING CITY STAFF TO APPLY FOR A GRANT FOR THE MITIGATING COASTAL FLOOD RISKS IN OLYMPIA WA PROJECT AND TO EXECUTE, IF AWARDED, ALL DOCUMENTS NECESSARY TO FULFILL THE TERMS OF THE GRANT

WHEREAS, the City of Olympia's downtown core is vulnerable to the impacts from sea level rise; and

WHEREAS, to address this vulnerability, the City of Olympia, the Port of Olympia, and the LOTT Clean Water Alliance jointly funded and developed the Olympia Sea Level Rise Response Plan, March 2019 and formed the Olympia Sea Level Rise Collaborative to oversee its implementation; and

WHEREAS, the Olympia Sea Level Rise Collaborative includes the State of Washington Department of Enterprise Services and the Squaxin Island Tribe as ex-officio members; and

WHEREAS, the State of Washington Department of Enterprise Services is currently leading the Deschutes Estuary Restoration Project located in Downtown Olympia; and

WHEREAS, risk from extreme winter storms, high tides, and sea level puts at risk the Budd Inlet Treatment Plan (BITP), the region's primary wastewater treatment serving 130,000 people; the Port of Olympia; emergency transportation corridors; and more than 450 small businesses; and

WHEREAS, in addition to asset damage from direct flooding, overland marine flooding from extreme high tides can enter the combined sewer system and overwhelm BITP's capacity, leading to localized backups in buildings and streets and disrupting biological wastewater treatment processes; and

WHEREAS, building a system of flood gates, flood walls, and berms within Percival Landing Park and in the City's rights-of-way is a critical hazard mitigation and climate resilience strategy identified in the Olympia Sea Level Rise Response Plan, the Thurston County Hazard Mitigation Plan and Olympia's wastewater, and stormwater management plans; and

WHEREAS, constructing protective measures at these locations blocks a major flood pathway, creates a temporary shoreline during large coastal storm events, and prevents marine waters from entering the combined system and flooding inland areas with critical infrastructure; and

WHEREAS, the Olympia Sea Level Rise Collaborative, led by the City of Olympia, submitted a preapplication for the State of Washington BRIC Capability and Capacity Building Grant Program in September 2024 and was selected to submit a complete application; and

WHEREAS, the grant program was cancelled in FY2024 and was reinstated for the next fiscal year, and the City was invited by the State of Washington to resubmit a BRIC Capability and Capacity Building Grant application; and

WHEREAS, the State of Washington BRIC Grant Program, if awarded to the City, will be used to advance Olympia Sea Level Rise Response concept designs for the Percival Landing focus area to further stages of the design and construction documentation process. The total requested funds are $560,420; and

WHEREAS, the terms of the State of Washington BRIC Grant Program requires 25 percent matching funds, which is subject to a potential reduction to 12.5 percent. The maximum grant term is three years; and

WHEREAS, the "Resolution Designating Applicant Agent" must be submitted with the completed BRIC Grant Program Sub-Application for the Mitigating Coastal Flood Risks in Olympia WA Project;

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

1. The City's Climate Programs are authorized to pursue the Building Resilient Infrastructure and Communities (BRIC) Grant Program offered by the State of Washington to fund the design and documentation of a system of flood gates, flood walls, and berms within City property near downtown shorelines and in the City's rights-of-way.

2. The Mayor is authorized to execute the Resolution Designating Applicant Agent on behalf of the City Council designating City Manager Steven J. Burney as Applicant Agent, and Assistant City Manager Stacey Ray as alternate.

3. The City agrees to comply with the terms of the State of Washington BRIC Grant Program, including providing up to 12.5 percent matching funds for its share of the project.

4. If the City is awarded a grant under the State of Washington BRIC Grant Program, the City Manager is authorized and directed to execute the State of Washington BRIC Grant Program Agreement on behalf of the City of Olympia, provided the terms of that Agreement are deemed acceptable, and the City Manager is further authorized and directed to execute any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, and to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
_____
SENIOR DEPUTY CITY ATTORNEY

Resolution Designating Applicant Agent

For the state of Washington Building Resilient Infrastructure and Communities (BRIC) Program Sub-Application and Grant:

BE IT RESOLVED THAT Steven J. Burney, City Manager
_
(Print Name and Title)

OR HIS/HER ALTERNATE Stacey Ray, Asst. City Manager
(Print Name and Title)

Is hereby authorized to execute for and on behalf of the City of Olympia
a local government entity, state agency, special purpose district, federally recognized tribe or private nonprofit organization established under the laws of the state of Washington, this application, grant agreement, and payment requests to be filed with the Military Department, Emergency Management Division, for the purpose of obtaining and administering certain state and federal financial assistance under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Act of 1988, P.L. 93-288, as amended.

THAT the Olympia City Council hereby authorizes its agent to provide to the Washington Military Department, Emergency Management Division assurances and agreements required for all matters concerning such non-disaster mitigation.

Passed and approved this _____ day of _____, 20_____

_____ _Dontae Payne , Mayor
Signature Print Name and Title

*Note: Applicant agent designation is made by a mayor, county executive or governing board. An individual cannot designate himself/herself as the Applicant Agent.

Approved as to Form:

Michael M. Young
Senior Deputy City Attorney

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

City Council

Approval of a Resolution Authorizing an Agreement with Thurston County and the Cities of Lacey, Tumwater, and Yelm for a Regional Environmental Education Program

Agenda Date: 6/16/2026
Agenda Item Number: 4.H
File Number:26-0466

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

Title
Approval of a Resolution Authorizing an Agreement with Thurston County and the Cities of Lacey, Tumwater, and Yelm for a Regional Environmental Education Program

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Move to approve a resolution authorizing an agreement with Thurston County and the Cities of Lacey, Tumwater, and Yelm for a Regional Environmental Education Program (REEP).

Report
Issue:
Whether to approve a resolution authorizing an agreement with Thurston County and the Cities of Lacey, Tumwater, and Yelm for REEP.

Staff Contact:
Timmie Maturan-Lee, Environmental Services Supervisor, Public Works Water Resources, 360.742.2620.

Presenter(s):
None - Consent Calendar Item.

Background and Analysis:
The proposed Interlocal Agreement supports the City's ongoing commitment in providing high quality environmental education and outreach services to residents throughout Olympia and Thurston County. In 1989, Olympia City Council directed Storm and Surface Water Utility staff to create a program focused on volunteer engagement and environmental education. In response, the City launched Stream Team with a mission of protecting, restoring and enhancing water quality and associated habitats through community engagement and action. Since its creation in 1990, Stream

Team has grown into a regional collaborative effort among the Stormwater Utilities of Lacey, Olympia, Tumwater and Thurston County. Over the past 35 years, Stream Team programming has connected community members to local watersheds, increased awareness of stormwater pollution prevention practices, and inspired stewardship through hands-on science-based activities and workshops.

After the issuance of the Western Washington Phase II Municipal Stormwater Permit (Permit) in 2007, the regional partnership scope expanded to support coordinated compliance with Permit requirements across geographic boundaries and watersheds. The Permit encourages jurisdictions to collaborate on public education and outreach activities which improve water quality outcomes throughout the region (S5.C.2). Approval of this agreement will allow the City of Yelm to join the regional program partnership.

Funding for the REEP is included within Olympia's Storm and Surface Water Utility operating budget. Olympia's maximum annual contribution under the agreement is $31,200, representing a proportional share of the program costs based on service area population. The agreement will not increase workload demands of Olympia staff.

Climate Analysis:
Stream Team supports Olympia's climate and environmental goals by partnering with local non-profit organizations such as Pacific Shellfish Institute (PSI) and the Puget Sound Estuarium (Estuarium). These partnerships provide locally-focused education regarding climate change impacts in South Puget Sound. PSI provides education on issues such as ocean acidification and impacts of climate change on local marine ecosystems and the shellfish industry, while providing guidance on how coastal communities can respond. The Estuarium emphasizes the importance of marine biodiversity and underwater carbon sinks, such as kelp forests and estuarine habitats unique to the South Puget Sound region. These efforts align with Olympia's climate change mitigation strategies by supporting the preservation and management of forests and ecosystems that sequester carbon and improve environmental resilience.

In addition to educational partnerships, Stream Team coordinates hands-on science and stewardship programs that help community members understand the impacts of climate change. Stream Team partners with the Washington Department of Fish and Wildlife to host Habitat at Home Workshops across Thurston County. During these workshops, staff emphasize the importance of creating biodiverse landscapes that support local wildlife amid climate change. By replacing lawns with native plants, workshop participants help to build more diverse landscapes which require less water, fertilizers and pesticides. Plants distributed at these workshops help increase canopy coverage in urban areas, helping to combat urban heat islands.

Equity Analysis:
The REEP partners goal is to ensure our education, outreach and engagement programs are inclusive, accessible and representative of the entire community, resulting in fair distribution of benefits and services throughout the County. Stream Team develops an Equity Action Plan every two years, to guide efforts aimed at co-creating programs and improving engagement with overburdened and/or underserved communities. Key strategies adopted into annual workplans include:

- Co-creating programs with overburdened and/or underserved community members.

- Partnering with community-based organizations to improve access and participation.
- Translating and transcreating outreach materials which prioritize key web pages and educational content.
- Providing transportation assistance, food, interpretative services and other incentives which allow wider public involvement.
- Adopting accessibility standards for all printed and electronic outreach materials and platforms.

According to the 2024 US Census, Hispanic or Latinx communities represent approximately 11% of Thurston County's population, making this one of the region's largest demographic groups. Stream Team partners with local organization services to provide Spanish language community events, such as the Celebracion del Salmon held at Brewery Park at Tumwater Falls, to celebrate salmonid migration and life history, Chinook hatchery practices, and cultural relevance through storytelling and community engagement. As part of the 2024-2029 Permit requirements, Stream Team is piloting a community ambassador program with Latinx communities to support stormwater education and stewardship efforts. The program focuses on building relationships, increasing participation, addressing community-specific barriers and promoting adoption of storm drains through community based outreach strategies.

Additionally, Stream Team, in partnership with Washington State Nursery and Landscape Association (WSNLA), provides a Spanish language certificate program focused on natural yard care practices for professional landscapers. During its inaugural year, the program achieved an 82% completion rate among participating landscaping professionals.

The partnership prioritizes education and outreach activities in areas where water quality vulnerabilities, or known water quality concerns, overlap with underserved populations.

Neighborhood/Community Interests (if known):
Over the last 35 years, residents throughout Olympia and Thurston County have become familiar with and supportive of Stream Team and its wide range of educational and stewardship programs. The regional partnership allows delivery of high-quality programs in a coordinated, cost-effective manner and events are designed to meet people where they are at. According to the 2025 Annual Report, over 800 households across the county participated in Stream Team programming, and volunteers contributed 1,800 hours to reducing stormwater pollution and improving local habitat.

Financial Impact:
Funding for REEP is included within the Olympia Storm and Surface Water Utility's operating budget. Olympia's maximum annual contribution under the agreement is $31,200, with a total cost of $156,000 over the life of the 5-year Agreement. Cost allocations are based on proportional population within participating service areas.
This is not an increase in the predicted funding for these work efforts.

Options:
1. Move to approve a resolution authorizing an agreement with Thurston County and the Cities of Lacey, Tumwater, and Yelm for a Regional Environmental Education Program (REEP). This allows the City to continue its commitment to offering collaborative educational opportunities through the partnership.

2. Modify the Interlocal Agreement. Because each jurisdiction is routing its approval process, modifications would require additional review and approval by the partner agencies and could delay implementation of planned work efforts.
3. Do not approve the request to sign the Interlocal Agreement. Without an Agreement, regional coordination among participating jurisdictions would become less efficient and effective, reducing opportunities for shared programming and collaborative outreach.

Attachments:
Resolution
Agreement
2025 Regional Environmental Education Program Annual Report

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND CITIES OF LACEY, TUMWATER, AND YELM AND THURSTON COUNTY FOR IMPLEMENTING A REGIONAL ENVIRONMENTAL EDUCATION PROGRAM

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

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

WHEREAS, Thurston County and the cities of Lacey, Olympia, Tumwater, and Yelm have separate coverage under the Washington State Department of Ecology (Ecology) Western Washington Phase II Municipal Stormwater Permit, which requires permittees to provide stormwater education and outreach programs designed to achieve measurable reductions in behaviors that cause or contribute to diverse stormwater impacts; and

WHEREAS, coordination among permittees with adjoining or shared geographic areas is encouraged by Ecology and enhances access to federal, state, and other financial and technical support; and

WHEREAS, municipal resources efficiency is increased, and cost savings are realized, through sharing expertise, expenses, and staff time to gain economies of scale and avoid duplication; and

WHEREAS, Thurston County and the cities of Lacey, Olympia, Tumwater, and Yelm want to work together under this partnership to coordinate joint development and implementation of stormwater education and outreach programs;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL RESOLVES as follows:

1. The Olympia City Council hereby approves the form of Interlocal Agreement between the City of Olympia and the cities of Lacey, Tumwater, and Yelm and Thurston County for Implementing a Regional Environmental Education Program and the terms and conditions contained in that Interlocal Agreement.

2. The City Manager is hereby authorized and directed to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, and to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
_____
SENIOR DEPUTY CITY ATTORNEY

INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY AND THE CITIES OF LACEY, OLYMPIA, TUMWATER and YELM IMPLEMENTING A REGIONAL ENVIRONMENTAL EDUCATION PROGRAM

This agreement is entered into by and between Thurston County, a subdivision of the State of Washington, ("COUNTY") and the Cities of Lacey, Olympia, Tumwater, and Yelm, municipal corporations, ("CITIES") (each a "PARTNER" and collectively the "PARTNERS").

WHEREAS, the Federal Clean Water Act, 33 U.S.C. § 1251 et seq. and the Phase II Stormwater Final Rule promulgated by the U.S. Environmental Protection Agency ("EPA") require the operators of certain municipal separate stormwater sewer systems ("MS4") to obtain National Pollutant Discharge Elimination System ("NPDES") permit coverage; and

WHEREAS, in Washington State, the EPA has delegated authority for the Federal Clean Water Act, including development and administration of the Phase II municipal stormwater management program, to the Washington State Department of Ecology ("Ecology"); and

WHEREAS, Ecology requires owners or operators of a municipal separate storm sewer system to obtain coverage under a Western Washington Phase II Municipal Stormwater Permit ("PERMIT"); and

WHEREAS, Thurston County and the Cities of Lacey, Olympia, Tumwater, and Yelm have all applied for separate coverage under the PERMIT; and

WHEREAS, mutual benefits will accrue to the parties to this agreement and the people which each serves in the cooperative implementation of the Regional Environmental Education Partnership ("PARTNERSHIP"), and

WHEREAS, the lnterlocal Cooperation Act, chapter 39.34 RCW, further authorizes the parties to enter into this agreement; and

WHEREAS, Permittees are required by PERMIT Section S5.C.2 to provide stormwater education and outreach programs designed to achieve measurable reductions in behaviors that cause or contribute to adverse stormwater impacts; and

WHEREAS, coordination among Permittees with adjoining or shared geographic areas is encouraged by Ecology and enhances access to federal, state, and other financial and technical support; and

WHEREAS, customers of the PARTNERSHIP share media sources and benefit from consistent messaging and programs across city and county boundaries; and

WHEREAS, municipal resource efficiency is increased, and cost savings are realized through sharing expertise, expenses, and staff time to gain economies of scale and avoid duplication; and

WHEREAS, Thurston County, and the cities of Lacey, Olympia, Tumwater, and Yelm want to continue working together under a PARTNERSHIP to coordinate joint development and implementation of stormwater education and outreach program;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE PARTNERS:

1. **PURPOSE**. The purpose of this agreement is to provide a mechanism through which the PARTNERS voluntarily collaborate in the development, implementation, and funding of stormwater education and outreach messages, materials, activities, and program assessment tools for the general public, businesses, and other priority audiences as required by the PERMIT and other stormwater needs.
2. **AGREEMENT SCOPE**. The PARTNERS shall prepare an annual Work Plan to describe regional stormwater education and outreach project and program priorities, coordination, and jurisdictional roles and responsibilities. Each year, the PARTNERSHIP managers shall review and approve in writing the Annual Work Plan; such review and approval should occur no later than November 30th of the preceding year to ensure sufficient time to allocate resources to carry out the Annual Work Plan. Programs within the Annual Work Plan should strive to include baseline data and, where applicable, resulting data following program implementation. Any available pre/post data should be used to assess programmatic strengths and weaknesses and to inform subsequent efforts. If a new Annual Work Plan is not approved by December 31 of the preceding year, this agreement remains in full force and effect, and the Parties shall continue to operate under the most recently approved Annual Work Plan on an interim basis. During this interim period, the Parties shall negotiate in good faith to finalize and approve a new Annual Work Plan.
3. **STORMWATER EDUCATION AND OUTREACH PROGRAM**. In accordance with PERMIT Section S5.C.2, which is incorporated by reference, the regional stormwater education and outreach program described in the Annual Work Plan must be designed to:

    - Build general awareness about methods to address and reduce impacts from stormwater runoff;
    - Effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts; and
    - Create stewardship opportunities that encourages community engagement in addressing the impacts from stormwater runoff.

    Further, it must address the minimum performance metrics dictated by PERMIT Section S5.C.2, which are as follows:

    a. Each Permittee shall implement an education and outreach program. The program design shall be based on local or regional (or a combination of both) water quality information and priority audience characteristics to identify high priority audiences, subject areas, and/or Best Management Practices (BMPs). Based on the priority audience's demographic, the Permittee shall consider delivering its selected messages in language(s) other than English, as appropriate to the priority audience.

        i. ***General awareness.*** To build general awareness, Permittees shall annually select, at a minimum, one priority audience and one subject area from either (a) or (b):

(a) *Priority audiences:* General public (including overburdened communities, school age children, college/university, or trade students) or businesses (including home-based, or mobile businesses). Subject areas:

- General impacts of stormwater on surface waters, including impacts from impervious surfaces.
- Low impact development (LID) principles and LID BMPs.

(b) *Priority audiences:* Engineers, contractors, developers, property owners/managers, or land use planners. Subject areas:

- Technical standards for stormwater site and erosion control plans.
- LID principles and LID BMPs.
- Stormwater treatment and flow control BMPs/facilities.
- Source control BMPs for building materials to reduce pollution to stormwater, including but not limited to stormwater pollution from PCB-containing materials.

(c) Permittees shall provide subject area information to the priority audience on an ongoing or strategic schedule.

ii. ***Behavior change.*** To affect behavior change, Permittees shall select, at a minimum, one priority audience and one BMP.

(a) *Priority Audiences:* Residents, landscapers, property managers/owners, developers, school age children, college/university, trade students, or businesses (including home- based or mobile businesses).

BMPs:

- Use and storage of: pesticides, fertilizers, and/or other household chemicals.
- Use and storage of: automotive chemicals, hazardous cleaning supplies, carwash soaps, and/or other hazardous materials.
- Prevention of illicit discharges.
- Yard care techniques protective of water quality.
- Carpet cleaning.
- Repair and maintenance BMPs for: vehicles, equipment, and/or home/buildings.
- Pet waste management and disposal.
- LID Principles and LID BMPs.

- Stormwater facility maintenance, including LID facilities.
- Dumpster and trash compactor maintenance.
- Litter and debris prevention.
- Sediment and erosion control.
- (Audience specific) Source control BMPs (refer to S5.C.8).
- (Audience specific) Locally important, municipal stormwater-related subject area.

(b) Social marketing campaign development. Based on the recommendation from 2024 evaluation and report, no later than July 1, 2025, each Permittee shall follow social marketing practices and methods and develop a campaign that is tailored to the community, including development of a program evaluation plan. Each Permittee shall:

1. Develop a strategy and schedule to implement the existing campaign more effectively; or
2. Develop a strategy and schedule to expand the existing campaign to a new priority audience or BMPs; or
3. Develop a strategy and schedule for a new priority audience and BMP behavior change campaign.

(c) Behavior change campaign implementation. No later than September 1, 2025, begin to implement the strategy developed in S5.C.2.a.ii.(b).

(d) Behavior change campaign evaluation. No later than March 31, 2029, evaluate and submit report on:

1. The changes in understanding and adoption of behaviors resulting from the implementation of the strategy; and
2. Any planned or recommended changes to the campaign to be more effective; describe the strategies and process to achieve the results.

(e) Behavior change campaign adaptive management. Permittees shall use results of the evaluation to continue to direct effective methods and implementation of the ongoing behavior change program.

Stewardship. Each Permittee shall provide, partner with, or promote stewardship opportunities to encourage residents or businesses to participate in activities or events planned and organized within the community, such as: stream teams, storm drain marking, volunteer monitoring, riparian plantings, and watershed habitat improvement. Permittees may provide, partner with, or promote stewardship opportunities created or organized by existing organizations (including non-Permittees).

4. **RELATIONSHIP OF THE PARTNERS; NO JOINT ACQUISITION,**

OWNERSHIP, OR DISPOSAL OF PROPERTY. The PARTNERS intend to act cooperatively pursuant to the authority of chapter 39.34 RCW to accomplish the purposes recited herein. No separate legal entity is created by this agreement. The Cities and the County shall jointly administer this agreement. Employees of each PARTNER remain at all times under the direction and control of their original employer and the performance of work for any other PARTNER pursuant to this agreement does not change that relationship for any purpose. Except for supplies, including promotional and educational materials, the PARTNERS will not jointly acquire, own, or dispose of any real or personal property in the course of administering this agreement and any property of a PARTNER used in administering this agreement remains the property of that PARTNER, unless otherwise agreed in writing.

5. **PAYMENT AND FUNDING**. Each PARTNER shall provide funds necessary for the execution of the annually updated Annual Work Plan, at a cost not to exceed levels defined in Section 11.

   For purposes of this agreement, the approval and adoption of the respective annual stormwater program budgets by the County and Cities will serve as the commitment to fund each PARTNERS share of the Annual Work Plan.

6. **COUNTY AND CITY STAFF REPRESENTATIVES**.

   a. The managers, identified below, shall meet annually to discuss overall management and direction of the PARTNERSHIP, and review and adopt the Annual Work Plan prepared by staff. The managers shall represent their jurisdictions in all matters pertaining to the projects and services rendered under this agreement.

   b. Maximum staff allocations will be divided between the jurisdictions proportionate to their percent contribution based on jurisdiction population and shall be defined by the level of effort and resource availability required to fulfill the adopted Annual Work Plan. These allocations represent the full capacity of each jurisdiction to contribute to a regional Annual Work Plan.

   c. Following a change of representative, PARTNERS will inform each of the other parties in writing within 15 calendar days of vacancy. The jurisdiction is responsible for ensuring the work the representative committed to in the Annual Work Plan is fulfilled.

   d. Any written correspondence must be delivered to the addresses shown below.

	Lacey	Olympia	Tumwater	Yelm	Thurston County
Manager	Senior Stormwater Engineer	Environmental Services Supervisor	Water Resources Program Manager	Civil Review Engineer	Senior Planner – Public Engagement
Address	420 College Street Lacey, WA 98503	PO Box 1967 Olympia, WA 98507	555 Israel Rd SW Tumwater, WA 98501	901 NW Rhoton Rd, Yelm, WA 98597	3000 Pacific Ave SE, Olympia WA 98501

7. **REPORTING**. For each year this agreement is in effect, the PARTNERS will jointly report the progress and results of work conducted under this agreement by February 28th of the following year in a manner that is mutually useful in the fulfillment of PERMIT reporting requirements for public education activities, as specified in PERMIT Section S9.D.

8. **RESPONSIBILITIES OF THE PARTNERS**.

   a. Each of the PARTNERS will be independently responsible for the management and implementation of the projects and programs outlined for the respective jurisdiction(s) in the Annual Work Plan. If a jurisdiction cannot fulfill a task they committed to in the Annual Work Plan, they must notify the Partners, including what can't be completed and why.

   b. The projects and programs in the Annual Work Plan will be implemented across each jurisdiction proportionate to their percent contribution, based on jurisdiction population.

   c. The Annual Work Plan must define staffing commitments and an estimated budget, including material, incentive, contracted services, and supply expenses for all costs to be shared by the Partners.

   d. Staff costs must be allocated proportionately based on the residential population of each jurisdiction as follows:[1]

Jurisdiction	Population (2025)	Percentage[2]
City of Lacey	60,380	25.75%
City of Olympia	57,970	24.75%
City of Tumwater	27,680	11.75%
City of Yelm	11,130	4.75%
Thurston County[3]	77,142	33%
Total	**234,302**	**100%**

   e. In the event the lead PARTNER for a task, project, or program outlined in the Annual Work Plan pays a vendor or contractor for materials or services in full, the lead PARTNER shall invoice the PARTNERS based on the cost allocation percentages listed in Section 11 below, to ensure equity among the jurisdictions. Invoices must contain supporting documentation necessary for

[1] The population figures are obtained from Thurston Regional Planning Council and must be updated upon this AGREEMENT's renewal.
[2] Percentages shown are based on the full participation of all PARTNERS.
[3] Population within the Municipal Separate Storm and Sewer Systems (MS4) permit boundary.

payment authorization.

f. The PARTNERS shall independently provide administrative services and act as financial manager for this agreement. Where separate professional service contracts are engaged, the lead PARTNER shall manage the contract and allocate costs to the PARTNERS as outlined in Section 8.d. of this agreement.

9. **REIMBURSEMENT**. PARTNERS shall pay the lead jurisdiction for actual expenses, not including staff time, upon presentation of a properly executed invoice. Costs must be charged based on the cost allocation percentages listed in Section 11 below and paid up to the maximum annual level agreed to in Section 11 of this agreement. Reimbursement requests will be made quarterly, and PARTNERS shall pay the lead jurisdiction within 30 days of receipt of a properly executed invoice with supporting documentation.

10. **ASSIGNMENT**. The PARTNERS may assign or subcontract any portion of the services provided within the terms of this agreement. All terms and conditions of the agreement apply to any approved subcontract or assignment related to this agreement.

11. **ESTIMATED COST AND FINANCING:** For consideration of this agreement, the PARTNERS shall plan activities under the abovementioned Annual Work Plan, such that estimated total costs do not exceed the Maximum Annual Cost Allocation identified below:

	Percentage Paid	Cost Per Year	Cost Per Agreement (5 years)
Lacey	28%	32,400	162,000
Olympia	27%	31,200	156,000
Tumwater	12%	14,400	72,000
Yelm	5%	6,000	30,000
Thurston County	28%	32,000	160,000
Total	100%	$116,000	$580,000

a. Each PARTNER shall make a good faith effort to participate at the funding levels necessary to fund the pro-rata share of the agreement's Annual Work Plan, as permitted by the adoption and approval of the annual budget. In the event a PARTNER fails to secure the necessary funding, refer to Section 12 – REALLOCATION OF FUNDS DUE TO BUDGET REDUCTION, below.

b. In the event additional funds are necessary due to increased programmatic needs, level of effort, or inflation, Partners may request additional funds for

up to $5,000 per year. If additional funds are needed beyond that, each PARTNER shall secure additional funds independently, or jointly through a grant application, and amend this section.

12. **REALLOCATION OF FUNDS DUE TO BUDGET REDUCTION:** Should a PARTNER fail to secure adequate funding for any or all elements outlined in the Annual Work Plan, the PARTNER shall:
    a. Provide written notice to the PARTNERS within 30 calendar days of its budget adoption. Within 14 days after receipt of such notice, the PARTNERSHIP Managers shall meet to discuss the impacts of such a budget reduction. As participation for each PARTNER is contingent upon final budget approval and adoption, the PARTNERS may elect to redistribute costs or eliminate specific program elements as needed, provided that the participating PARTNERS do not exceed the maximum amounts indicated in Section 11: ESTIMATED COST AND FINANCING, unless otherwise agreed upon in writing through either subsequent agreements or addendums to this agreement.

13. **DURATION**. This agreement starts January 1, 2025, and terminates on December 31, 2029, subject to amendment, and may be extended upon written agreement of the PARTNERS.
    HOLD HARMLESS AND INDEMNIFICATION. Each PARTNER is responsible for any and all liability arising from acts of its own officers, employees, agents, or contractors to the extent provided by law.
    a. Each PARTNER shall indemnify, defend, and hold harmless the other party, and its officers, agents, and employees for all claims (including demands, suits, penalties, losses, damages, or costs of any kind whatsoever) including costs, expenses, and reasonable attorney's fees, to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agents, or employees in performance of this agreement.
    b. Nothing contained in this section of this agreement may be construed to create a liability or a right of indemnification in any third party.
    c. This section survives the expiration or termination of this agreement.

14. **SETTLEMENT OF DISPUTES**. In the event that a dispute arises under this agreement, written notification of the nature of the dispute must be provided to the representatives designated in Section 6,above. If resolution cannot be achieved by the representatives, the department or division director of each PARTNER shall meet and attempt to resolve the dispute. In the event the parties are unable to resolve the dispute in this manner, the dispute may be resolved by mediation or arbitration if the PARTNERS mutually agree in writing. If there is no agreement for alternate dispute resolution, any PARTNER may file a lawsuit in a court of competent jurisdiction according to the terms of this agreement.

15. **ENTIRE AGREEMENT**. This agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this agreement are specifically excluded.

16. **AMENDMENTS**. This agreement may not be amended or modified without the

written concurrence of all PARTNERS.

17. **ADMISSION OF ADDITIONAL PARTIES**. Additional parties may be added to this agreement upon such terms and conditions as determined by the PARTNERS. The admission of such additional parties must be by written addendum to this agreement, signed by the PARTNERS and the new party.
18. **TERMINATION**. Any PARTNER may terminate this agreement by giving the other PARTNERS at least 90 days advance written notice; such notice must specify the termination date. If this agreement is so terminated, the parties are liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination. The hold harmless and indemnification provisions of this agreement survive termination or expiration of agreement.
19. **WAIVER**. A failure by any PARTNER to this agreement to exercise its rights under this agreement does not preclude that PARTNER from subsequent exercise of such rights and does not constitute a waiver of any other rights under this agreement unless stated to be such in writing signed by an authorized representative of the PARTNER and attached to the original agreement.
20. **VENUE**. The exclusive venue for any action to enforce or interpret this agreement is the Superior Court of Washington for either Pierce or Lewis County, Washington.
21. **COUNTERPARTS**. This agreement may be executed in counterparts, and all such counterparts once so executed must together be deemed to constitute one final agreement, as if one document had been signed by all PARTNERS, and each such counterpart, upon execution and delivery, must be deemed a complete original, binding on the PARTNERS. A faxed or email copy of an original signature must be deemed to have the same force and effect as the original signature.
22. **SEVERABILITY**. If any provision of this agreement or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this agreement are declared to be severable.
23. **RECORDS.** Each PARTNER shall maintain its own public records and shall independently respond to records requests it receives about the subject matter of this agreement. Any public records requests addressed to the PARTNERS collectively, as if this agreement created a separate legal entity, must be deemed to be a request received by each PARTNER individually. Each PARTNER shall respond separately, unless agreed to otherwise in writing and properly documented.
24. **POSTING OR RECORDING**. Prior to its entry into force, each PARTNER shall post this agreement on its website, or other electronically retrievable public source.

Each PARTNER has caused this agreement to be signed by its duly authorized officer or representative as of the date set forth below its signature.

SIGNATURE PAGES FOLLOW

CITY OF LACEY

_____
City Manager

Date: _____

APPROVED AS TO FORM

_____
City Attorney

ATTEST:

_____
City Clerk

CITY OF OLYMPIA

_____
Steven J. Burney, City Manager

Date: _____

APPROVED AS TO FORM:

Michael M. Young
_____
Senior Deputy City Attorney

ATTEST:

_____
City Clerk

CITY OF TUMWATER

_____
Mayor

Date: _____

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

CITY OF YELM

_____
Mayor

Date: _____

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

THURSTON COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Chair

_____
Date:

_____
Vice-Chair

_____
Date:

_____
Board Member

_____
Date:

Board Member

_____
Date:

Board Member

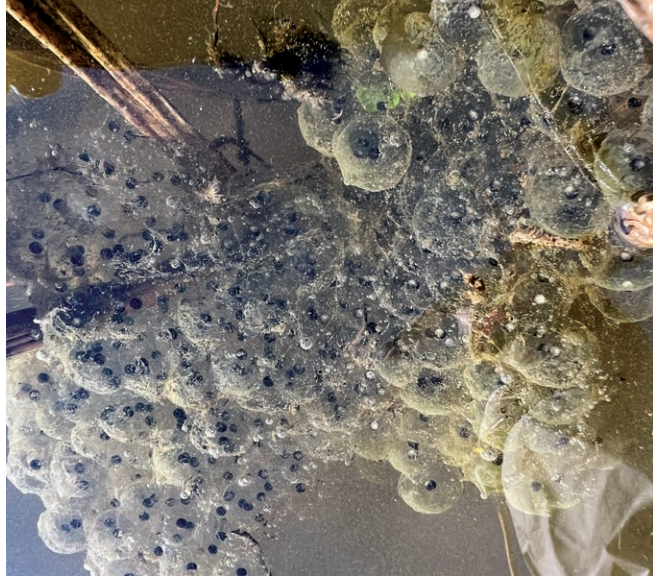
_____
Date:

ATTEST:

_____
Clerk

APPROVED AS TO FORM:
PROSECUTING ATTORNEY
Jon Tunheim

_____
Deputy Prosecuting Attorney



REEP

Regional Environmental Education Program

2025

ANNUAL REPORT

Report Contents

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Message from the Program Coordinators

Let us introduce ourselves! The Regional Environmental Education Partnership (REEP) is a collaborative effort among the Stormwater Utilities of Lacey, Olympia, Tumwater, and Thurston County. Through Stream Team programming, we connect people to their local watersheds, raise awareness of stormwater pollution prevention, and inspire hands-on stewardship throughout the region.

Our work is made possible by interjurisdictional cooperation/collaboration, strong partnerships with community organizations, and the dedication of our volunteers. Together, we help community members develop a deeper sense of place while providing meaningful opportunities to help care for the waters that sustain our communities.

Throughout the last year, REEP engaged people across the South Salish Sea with stormwater pollution prevention outreach, interactive science programs, and hands-on science opportunities to restore local habitats. Our volunteers demonstrated their ongoing commitment by contributing hundreds of hours toward ecosystem restoration, improved water quality, and wildlife support.

Communication is central to our success, and this year we expanded channels used to connect with our audience. We continued our print and digital newsletter, strengthened our monthly email communications, and leaned into social media—especially short-form video content—to reach and engage new audiences in creative ways.

This year-in-review reflects what we accomplished together and the impact of our collective efforts. While we celebrate our progress, we also recognize that long-term success depends on continued collaboration, adaptability, and sustained investment in community capacity.

Sincerely,

Your Regional Environmental Education Program Coordinators

Thank you to everyone who participated, partnered, or supported REEP in 2025. Together, we are strengthening our region's resiliency for today and for future generations. If you aren't already following us, we invite you to join the fun and stay connected!

Ali Brown
City of Lacey

Genevieve Becker
City of Olympia

Cameron Coronado
City of Olympia

Kelsey Crane
Thurston County

Cynthia Taylor
Thurston County

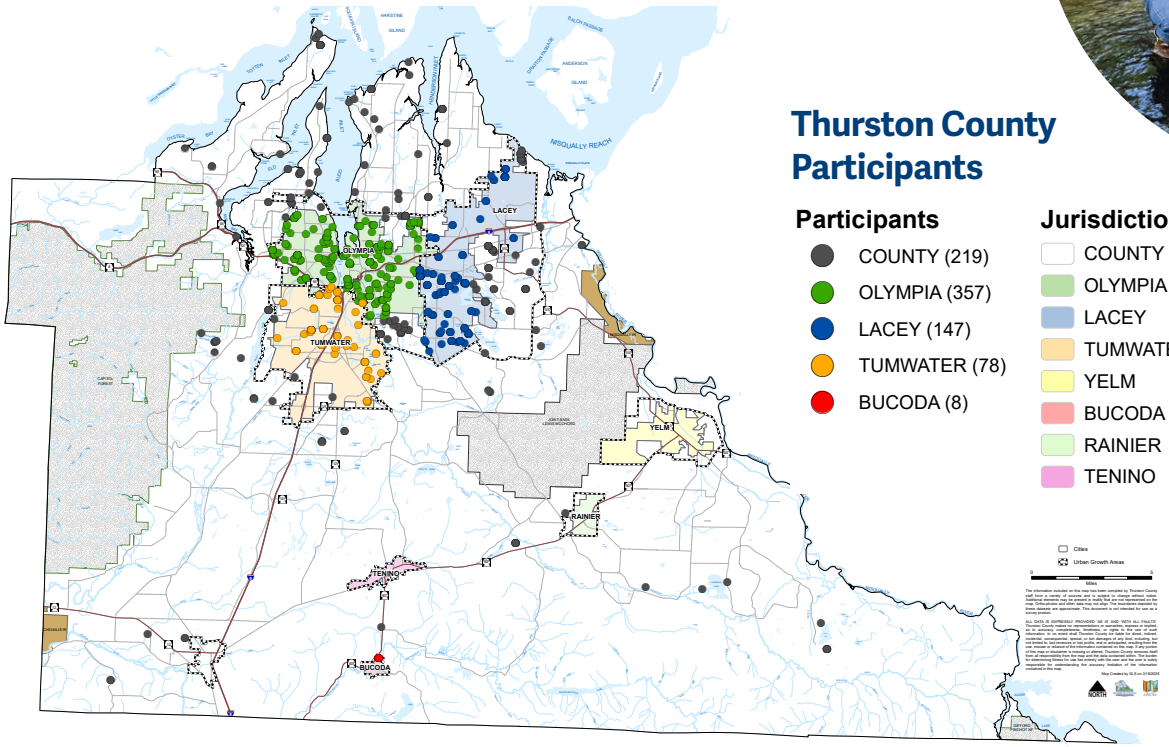
Lara Tukarski
Thurston County

Grant Gilmore
City of Tumwater

PROOF 4 | ASGD | 4-14-26

Program Overview & Data

Volunteers played a vital role, contributing ***approximately 1,800 hours*** *in 2025 to reduce stormwater pollution and improve the environment.*



Thurston County Participants

Participants

- COUNTY (219)
- OLYMPIA (357)
- LACEY (147)
- TUMWATER (78)
- BUCODA (8)

Jurisdiction

- COUNTY
- OLYMPIA
- LACEY
- TUMWATER
- YELM
- BUCODA
- RAINIER
- TENINO

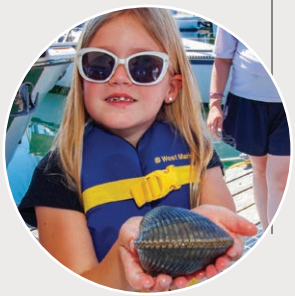
Hands-On Science, Stewardship & Education

Over 800 households from across the County participated in REEP programs. These programs provided residents with opportunities to learn about stormwater best practices for pollution prevention, and to gain direct experience in ecosystem monitoring and restoration.

NATURE SLEUTHS

Educational & Science Initiatives

- Amphibian surveys
- Macroinvertebrate surveys
- Plankton monitoring
- Marine Creature Mondays
- Salmon Stewards



Self-Guided Courses & Activities

- Stormwater facility maintenance
- Nature Sleuths
- Salmon Stewards training

Habitat Stewardship Activities

- Earth Day and MLK Day events
- Second Saturdays at Sapp Road Park
- McLane Creek Trail maintenance
- Indian Creek habitat stewardship work parties

PROOF 4 | ASGD | 4-14-26

Habitat Conservation & Restoration

599
VOLUNTEER SLOTS

1,799
HOURS

321
UNIQUE VOLUNTEERS FILLED
599
VOLUNTEER SLOTS!

	Unique Volunteers	Hours
Amphibian Monitoring Surveys	25	94
Macroinvertebrate Surveys	26	113
Marine Creature Monday Volunteer Marine Biologists	11	114
Salmon Stewards	34	363
MLK Day of Service	23	69
Second Saturdays at Sapp Road Park	60	472
Habitat Stewardship at Indian Creek	15	45
McLane Creek Trail Maintenance	54	300
Earth Day Challenge at Woodland Creek	32	96
Event Support Volunteers	41	133

Community Science & Education Programs

487
PARTICIPANTS

572
HOURS

Community Science & Stewardship	Unique Participants	Hours
Amphibian Field Training	24	36
Salmon Stewards Online Training	33	99
Macroinvertebrate Training	32	64
Nature Sleuths Participants	110	N/A
Salmon Stewards Field Training	30	88

Pollution Prevention Education		
Amphibians of the Pacific Northwest Lecture	36	72
Marine Creature Monday	213	213

PROOF 4 | ASGD | 4-14-26

Community Events

Leveraging partnerships with local organizations enables REEP to reach broader audiences and strengthen its impact across community sectors. By sharing resources and expertise, these collaborations exponentially expand environmental education and stewardship opportunities while normalizing a clean water culture throughout the region.

AUG 26
Camp WA YA
20

JAN 11
Stream Team Volunteer Appreciation Celebration
39

SEPT 27
Tumwater Falls Festival
324

APRIL 19
Thurston County Solid Waste Earth Day
32

JUNE 14
Tumwater Dog Days
63

MAY 17
Lacey Spring Fun Fair
305

OCT 4
Lacey Children's Day
250

JULY 11
Nisqually Summer Kick-Off
45

MARCH 1
TCD Native Plant Sale
150

SEP 20
Emergency Management Expo
87

NOV 9
Salmon & Cider
200

JUNE 21
Swede Days
63

DEC 6
Yelm Christmas in the Park
250

NOV 14
Student Salmon Field Trip to McLane Creek
24

MAY 10
Prairie Appreciation Day
185

DEC 1
Lacey Holiday Lights
205

APRIL 15
Thurston County Volunteer Fair
25

MARCH 1
Arbor Day Native Plant Giveaway
310

SEPT 27
Nisqually Watershed Festival
175

MAY 17
Wolfhaven Prairie Appreciation
64

SEPT 12
Rochester Back to School Bash
100

JULY 17
Thurston County Inclusion Camp
40

2,792 PARTICIPANTS • **80** EVENT HOURS • **66** EVENT VOLUNTEERS

PROOF 4 | ASGD | 4-14-26

Residential & Business Outreach

REEP's residential and business outreach programs focus on everyday actions that help protect local waters and support resilient communities. Clear and consistent messaging and focused best management practices training opportunities across the region encourage positive behaviors and reinforce shared responsibility.

Habitat at Home

Three Habitat at Home workshops launched in coordination with the Washington State Department of Fish and Wildlife. These workshops helped residents design wildlife-friendly rainscapes with increased ability to manage stormwater on site—no matter the size of space—a major accessibility win for high-density residential dwellers!

108
REGISTRATIONS

Habitat at Home Workshop: Lacey	24
Habitat at Home and Natural Yard Care Workshop: Tumwater	37
Habitat at Home: Yelm	22
Habitat at Home: Olympia	25

Puget Sound Starts Here

The Puget Sound Starts Here Campaign continued to broadcast multilingual commercials and advertisements across Puget Sound. These videos demonstrated proper tire care tips to help prevent tire wear on vehicles, a known source of the pollutant 6 PPD-q. Across Thurston County, this ad campaign reached 43,843 individuals and received 4,171 clicks through online advertisements.

Stormwater System Inspections & Maintenance

Free online training for homeowner associations, property managers, and contractors covering stormwater 101, inspection and maintenance standards, Green Stormwater Infrastructure, planning and budgeting, and pollution prevention best practices in a go-at-your-own-pace model.

2025 Online Stormwater Training Engagement

37 ENROLLMENTS

44% PROGRESS

11% COMPLETION RATE

PROOF 4 | ASGD | 4-14-26

Adopt a Drain Campaign

Olympia and Lacey both finalized contracts with Hamline University in Minneapolis to join the national Adopt a Drain behavior change campaign. This effort has thrived in the Salish Sea region, and our jurisdictions are joining Phase I permittees like Seattle and Tacoma to develop a region-wide effort to educate our communities about how pollutants enter stormwater systems. **https://wa.adopt-a-drain.org/**

Concrete Washout Brochure

In partnership with the Washington Stormwater Center and statewide stakeholders, REEP coordinators contributed to developing a concrete survey, a concrete washout best management practices (BMP) brochure, and three videos. Strategic distribution of these resources to municipal inspectors, permitting counters, and local businesses to connect with contractors on the ground will continue into 2026, as will translation services to Spanish.

Source Control Web Page

In 2025, REEP began the early stages of designing a Source Control webpage that will live on the Stream Team website.

The page will include resources on source control and business pollution prevention and will launch in 2026.

Go Green Natural Yard Care Program

Thurston County and Tumwater co-hosted an ecoPRO Certification training in the fall of 2025 with the Washington State Nursery and Landscape Association (WSNLA). We had 17 attendees in the four-day, 100%-online training. On the 5th day, attendees took an exam for certification—with an 82% for professional landscapers success rate!

Natural Yard Care Training for Landscapers

In Q4 of 2025, the REEP team—led by Thurston County and the City of Tumwater—entered into a contract with the Washington State Nursery and Landscape Association (WSNLA) for the development of a three-part video series which will become a certificate program for Spanish-speaking landscaper audiences.

To Be Developed in 2026:

Sustainable Landscape Certificate
3 video-based training modules, designed in Spanish

Sustainable Landscaping Best Practices Handout
designed in Spanish

Pet Waste Outreach

Distribution of free pet waste stations and bag dispensers to neighborhoods, multi-family housing, businesses, schools, and homeowner associations:

Jurisdiction	# Distributed
Lacey	7
Olympia	16
Thurston County	18
Tumwater	6
Joint Animal Services	
Pet Waste Inserts distributed	15,000
Bobs distributed	1,195

PROOF 4 | ASGD | 4-14-26

K-12 Education

REEP partners with South Sound Green and the Pacific Shellfish Institute to support K–12 learning focused on aquatic biology, water quality, and habitat restoration. These partnerships support Stream Team programming and engage students through hands-on, place-based learning.

Pacific Shellfish Institute (PSI)

In its 13th year, the What's Blooming? program continued its partnership with PSI, offering plankton monitoring and public outreach events. These efforts help raise awareness of local water quality issues and encourage actions that reduce stormwater pollution.
In 2025, PSI hosted 12 events across Olympia, Lacey, Tumwater, and Thurston County.

430 Contacts

LACEY	
Lacey STEAM Fun Fair	400
Lacey TRL Discover Plankton Workshop	30

216 Contacts

TUMWATER	
Tumwater Falls Festival	200
Tumwater TRL Discover Plankton Workshop	16

342 Contacts

Olympia	
What's Blooming in Budd? #1	76
What's Blooming in Budd? #2	64
What's Blooming in Budd? #3	90
What's Blooming in Budd? #4	42
What's Blooming in Budd? #5	70

450 Contacts

THURSTON COUNTY	
McLane Salmon & Cider Celebration	200
Christmas in the Park	250

South Sound Green (SSG)

SSG-led classroom lessons, field studies, and community activities help students explore and understand their connections to shellfish, marine life, and watershed health.

6 PROGRAMS | **10 SCHOOLS** | **31 TEACHERS** | **1,306 STUDENTS**

Nearshore / Salmon / Refuge @ KMS, NTHS, THS, THS	
Stream Bug Labs + Classroom Lessons @ THS	
Student GREEN Congress @ LKES	
Teacher PD @ KMS, LKES, NTHS, SMS	
Water Quality Testing @ CPES, HES, KMS, LES, LKES, MVES, SMU	

Lacey Schools: Chambers Prairie ES (CPES), Horizons ES (HES), Komachin MS (KMS), Lacey ES (LCES), Lakes ES (LKES), Mountain View ES (MVES), North Thurston HS (NTHS), Salish MS (SMS), St. Martins University (SMU), Timberline HS (THS).

5 PROGRAMS | **15 SCHOOLS** | **137 TEACHERS** | **3,213 STUDENTS**

Nearshore / Salmon/ Refuge @ GES, HES, JMS, LES, MES, MKES, MMS, ORLA, PES, RES , RMS, WAMS	
Restoration @ MMS, ORLA, RMS	
Stream Bug Labs + Lessons @ AHS, GES, HES, LES, MES, MKES, MMS, OHS, ORLA, PES, RES, WMS	
Student GREEN Congress @ LES, MMS, NMS, ORLA, PES, RES, RMS	
Teacher PD @ GES, HES, JMS, MMS, OHS, PES, RES, RMS, WMS	
Water Quality Testing @ AHS, GES, HES, LES, MKES, MMS, NMS, ORLA, PES, RES, RMS	

Olympia Schools: Avanti HS (AHS), Garfield ES (GES), Hansen ES (HES), Jefferson MS (JMS), Lincoln ES (LES), Madison ES (MAES), Marshall MS (MMS), McKenny ES (MCES), NOVA MS (NMS), Olympia HS (OHS), ORLA (ORLA), Pioneer ES (PES), Reeves MS (RMS), Roosevelt ES (RES), Washington MS (WAMS).

PROOF 4 | ASGD | 4-14-26

PSI:
11 EVENTS
1,438 CONTACTS
+
16 SOCIAL POSTS WITH
2,799 CONTACTS
=
4,237 IMPRESSIONS

SSG: **62** VOLUNTEERS AT **72** EVENTS GAVE **132.5** VOLUNTEER HOURS

THURSTON COUNTY WASHINGTON SINCE 1852

5 PROGRAMS

13 SCHOOLS

91 TEACHERS

2,102 STUDENTS

Nearshore / Salmon / Refuge @ BHES, CES, EOES, LPBES, MES, PGES, RHS, SH, TCCH, TCJD
Stream Bug Labs + Classroom Lessons @ BHES, CES, LPBES, MES, PGES, SBES
Student GREEN Congress @ BHES, CES, OVES, PGES, SBES
Teacher PD @ EOES, PGES, RES
Water Quality Testing @ BHES, CES, MES, OVES, PGES, RHS, SBES

Thurston County Schools: Boston Harbor ES (BHES), Centennial ES (CES), E Olympia ES (EOES), LP Brown ES (LPBES), McLane ES (MES), NOVA MS (NMS), Olympic View ES (OVES), Pleasant Glade ES (PGES), Rainier ES (RES), Rainier HS (RHS), South Bay ES (SBES), Summit Homeschool (SH), Thurston County Co-op Homeschool (TCCH), TC Juvenile Detention (TCJD).

CITY OF TUMWATER

5 PROGRAMS

7 SCHOOLS

53 TEACHERS

1,309 STUDENTS

Nearshore / Salmon / Refuge @ BLES, PGSES
Stream Bug Labs + Classroom Lessons @ BHHS, BLES, PGSES, THS, THES, TMS
Student GREEN Congress @ PGSES
Teacher PD @ BLES, MTSES, PGSES, THES
Water Quality Testing @ BHHS, BLES, PGSES, THS, THES

Tumwater Schools: Black Hills HS (BHHS), Black Lake ES (BLES), Michael T. Simmons ES), Peter G. Schmidt ES (PGSES), Tumwater HS (THS), Tumwater Hill ES (THES), Tumwater MS (TMS).

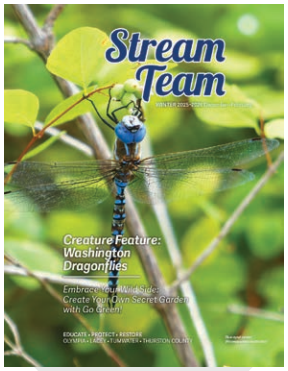
PROOF 4 | ASGD | 4-14-26

Communications

In 2025, REEP reached our community through a mix of print and digital communication.

Quarterly Stream Team Newsletter

Articles covering stormwater best practices, wildlife features, youth activities, upcoming events, watershed updates, volunteer highlights, and green and gray stormwater infrastructure education.



Electronic Quarterly Newsletters Sent:

Social Media

Programming engaged the community through online platforms like YouTube, Instagram, and Facebook.

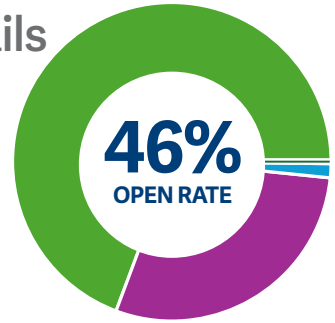
FACEBOOK	
Total Page Views	4,445
New Page Likes	174
Total Page Likes (Followers)	2,876
Average Monthly Reach	7,216
Average Monthly Engagement	127

INSTAGRAM	
Total Followers	1,329
Average Number of Monthly Posts	19.91
Average Monthly Engagement	224

You Tube	
Total Video Views	6,375
Impressions	40,480
Impression Click-Through Rate	7.7%
Hours of Video Watched	114.4
Subscribers	332

Monthly Emails

Emails include updates on Stream Team activities, seasonal pollution prevention tips, upcoming events, and regional ecosystem and stormwater news.



Emails Sent	60,378	Click-Throughs	1,239
Emails Opened	25,334	Unsubscribes	165

Website

In 2026, we will embark on major website updates—transforming our current Reference Library into a new and improved **Learning Library**. Soon, you'll have a more interactive and accessible way to explore our resources without the clunkiness! Stay tuned for even more innovative ways we'll engage with you in 2026 and beyond.

TOTALS	Total Users	15,066
	New Users	15,015
	Total Page Views	23,185
TOP	Home Page Views	11,781
	Events Page Views	4,158
	Newsletter Page Views	672
ACTIONS	Actions/Car Washing & Car Care Page Views	283
	Actions/Lawn Care Page Views	300
	Actions/Pet Waste Page Views	294
	Actions/Native Plants Page Views	291
REFERENCE LIBRARY	Reference Library Home	215
	Car Wash Reference Library	42
	Car Leaks Reference Library	51
	Climate Reference Library	56
	Home Stewardship Reference Library	76
	Native Plants Reference Library	102
	Pet Waste Reference Library	47
	Yard Care Reference Library	83
	Wildlife Reference Library	71
VIDEOS	Bat Videos	164
	Marine Creature Mondays Videos	170
	Purple Martin Videos	94
	Salmon Videos	215
SOURCES	Source: Direct	8,338
	Source: Social	1,239
	Source: Referral	1,210

Future Goals & Initiatives

Looking ahead to 2026 and beyond, REEP will:

- **Review existing programs** to identify accessibility barriers, update content, and improve efficiency
- **Expand online training opportunities**
- **Refine communication strategies** to better serve diverse audiences
- **Provide clear, data-driven, and engaging content** aligned with real-time seasonal and climate conditions
- **Share practical actions** that support an empowered and thriving community

PROOF 4 | ASGD | 4-14-26

Building Equity in Our Programs

Making Equity a Priority

Monthly REEP Coordinator meetings resulted in the 2025–2027 REEP Equity Action Plan. This document provides a SMART framework for strengthening capacity, building partnerships, implementing meaningful actions, and tracking progress.

In 2025, REEP expanded equity efforts by partnering with organizations such as Puget Sound Estuarium, the Washington Nursery and Landscape Association, Washington Department of Fish and Wildlife, and Olympia, Tumwater, North Thurston, and unincorporated Thurston County School Districts. Outreach materials were translated and adapted into Spanish, and program adjustments were made to improve cultural relevance and accessibility.

Habitat at Home workshops, updates to the Stream Team Newsletter, increased Nature Sleuthing missions, accessibility features, and cross marketing helped broaden participation and deepen community engagement.

Key Focus Areas

- Capacity building
- Strengthening relationships/partnerships
- Creating SMART goals
- Improving program effectiveness
- Co-creating resources to fit the language and culture of our audience
- Increased short-form video and reach across socials

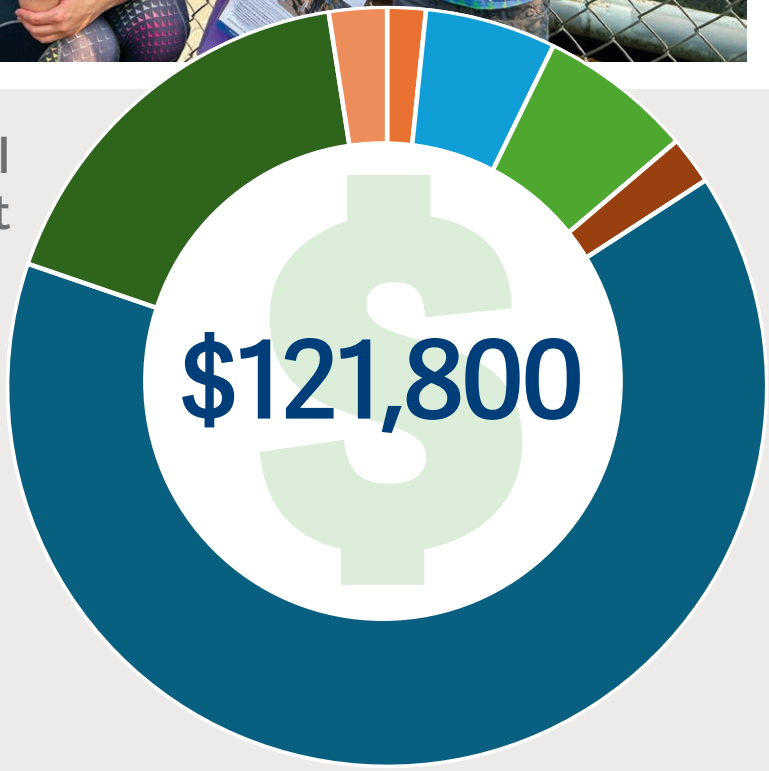
Celebración del Salmón

In partnership with the Washington Department of Fish and Wildlife, Pacific Education Institute, and Xquenda Chapulin LLC, REEP co-hosted the second annual Celebracion del Salmon for Latin Conservation Week at Brewery Park at Tumwater Falls. More than 200 people attended this event, which offered Spanish-language educational content.

Participants explored Pacific salmonid migration and life history, Chinook hatchery practices, and salmon anatomy through dissection. The experience also included storytelling about the salmon life cycle and hands-on arts and crafts celebrating these keystone species and their role in the ecosystem.

This collaborative event led to the generation of many Spanish language educational materials and further fortified partnerships in our community.

Annual Budget



Administration, Planning & Reporting	$2,000
Audience Expansion	$6,800
Behavior Change	$8,000
Business Pollution Prevention & Stormwater Education	$2,500
Communications Channel Development & Maintenance	$78,450
Hands-On Science, Stewardship & Education Programs	$21,050
Residential Stormwater Outreach	$3,000

PROOF 4 | ASGD | 4-14-26

REEP 2025

Regional Environmental Education Program

Acknowledgments

We extend our sincere thanks to all partners, volunteers, and supporters who contributed to REEP's efforts and offerings in 2025. Special appreciation goes to South Sound Green, Pacific Shellfish Institute, Puget Sound Estuarium, Xquenda Chapulin LLC, Washington Department of Fish and Wildlife, Washington Department of Natural Resources, U.S. Fish and Wildlife Service, Washington State Department of Ecology, local officials, and Washington State departments and collaborators.

Your commitment helps make the South Sound a healthier place for the human, plant, and wildlife communities that depend on it.

PROOF 4 | ASGD | 4-14-26

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

City Council

Approval of a Resolution Authorizing an Amendment to the Construction Support Services Agreement with PSOMAS Inc. for the Fones Road Improvement Project

Agenda Date: 6/16/2026
Agenda Item Number: 4.I
File Number:26-0451

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

Title
Approval of a Resolution Authorizing an Amendment to the Construction Support Services Agreement with PSOMAS Inc. for the Fones Road Improvement Project

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Move to approve a Resolution authorizing an amendment to the Construction Support Services Agreement with PSOMAS Inc. for the Fones Road Improvement Project.

Report
Issue:
Whether to approve a Resolution authorizing an amendment to the Construction Support Services Agreement with PSOMAS Inc. for the Fones Road Improvement Project

Staff Contact:
Jim Rioux, Project Manager, Public Works Engineering, (360) 753-8484.

Presenter(s):
None - Consent Calendar Item.

Background and Analysis:

In 2019, the City completed a Pre-design Transportation Analysis Report that included a conceptual design for improvements of Fones Road. KPG, P.S. was selected through a competitive request for qualifications process to provide design services.

On April 14, 2020, City Council passed a resolution authorizing the City Manager to execute all documents necessary to retain the services of KPG P.S. for project design. KPG P.S. subsequently

changed their name to PSOMAS, Inc. That resolution included the following language:

"…this work will complete the design of the Fones Road Improvements Project and provide engineering support during construction."

On August 13, 2024, City Council passed a resolution authorizing the City Manager to execute all documents necessary to retain the service of PSOMAS, Inc. to provide constructions support services. The additional work added $2,685,896.00 to the agreement.

The project experienced significant unanticipated work to respond to requests for additional compensation from our contractor, Pivetta Brothers Construction, Inc., primarily related to an excessive number of conflicts with private utilities. PSOMAS, Inc. now requires additional funds to complete the project.

PSOMAS, Inc. has submitted a request for an additional $279,235.00 to complete the project, primarily due to the extra engineering support mitigating utility conflicts.

Climate Analysis:
This overall project will affect the City of Olympia's Climate Mitigation Strategies as described below.

Strategy T1: Set land use policies that support increase urban density and efficient transportation networks and reduce urban sprawl.

This project will make it easier for people living and working on Fones Road to access transit and walk or bike to destinations along the corridor, including the shopping center at the north end of it. The project will also make it easier for people to walk or bike to or from the regional trails network. The frontage improvements may stimulate new infill development, which would increase density.

Strategy T2: Increase efficiency of the transportation system.
Adding a roundabout at the south driveway of Home Depot will increase the efficiency of how the intersection operates, plus it will slow traffic while maintaining its flow. Adding pedestrian and bicycle facilities between 18th Avenue and the trail crossing will make it easier for people to walk, bike, and get to transit on 18th Avenue and Pacific Avenue.

Strategy T4: Increase the use of public transit.
All of Fones Road is within a ten-minute walk of the transit lines on Pacific Avenue or 18th Avenue. Having a safe, off-street place to walk will make it easier for people to get to and from those bus stops.

Strategy T5: Increase use of active forms of travel (such as bicycling, walking).
The new separated shared-use paths between the Woodland Trail crossing and 18th Avenue, plus the new configuration of the trail crossing, will make it safer and more inviting to walk or bike. So, too, will the decreased operating speed on Fones Road.

Strategy W1: Increase the efficiency of municipal water and wastewater infrastructure.
The water utility will rebuild the water main under the street, which will ensure its continued operation into the future. Improving stormwater and wastewater facilities along this street contributes to the

City's infrastructure needs.

Equity Analysis:
The Fones Road corridor improvements will benefit people who live and work along the corridor by creating a safer, more accessible, and more complete street. The project adds new walking and biking facilities, improves access to transit stops on Pacific Avenue and 18th Avenue, and introduces access management and a new trail crossing that are expected to reduce the likelihood of severe or fatal collisions. New lighting and landscaping will further enhance safety and make the corridor more welcoming. The surrounding area includes a higher proportion of BIPOC residents, who stand to benefit from improved transportation safety and access, as well as a nearby mobile home park that provides a source of lower-cost housing for residents with low or limited incomes.

At the same time, the project may introduce burdens related to increased attractiveness and investment in the corridor. Improvements could contribute to rising rents and increased redevelopment pressure, which may lead to economic displacement of both residents and businesses. Mobile home parks are particularly vulnerable to these types of market pressures based on national trends.

Demographic context helps shape these conclusions, even though detailed workforce data for corridor employers is limited. The area includes large retail and industrial employers, and workers in these sectors are often in lower-wage occupations. Improved walking, biking, and transit access may reduce transportation costs for some workers by decreasing reliance on private vehicles.

Overall, the project helps address long-standing disparities by improving safety and multimodal access in a census tract identified as transportation disadvantaged by the U.S. Department of Transportation. The addition of separated bike lanes, pedestrian facilities, a roundabout, crosswalk improvements, and reduced operating speeds improves safety outcomes for all users while maintaining vehicle capacity that supports regional economic activity.

Neighborhood/Community Interests (if known):
None known associated with this recommended action.

Financial Impact:
There is sufficient funding in the project budget to pay for the additional consultant costs. In addition to grants, Transportation, Wastewater and Drinking Water capital funds are included in the project budget. The contract amendment with PSOMAS, Inc., is in the amount of $279,235.00, for construction support services for the Fones Road Improvement Project.

Options:
1. Move to approve a Resolution authorizing an amendment to the Construction Support Services Agreement with PSOMAS Inc. for the Fones Road Improvement Project.
2. Do not approve the Resolution and direct staff to renegotiate the amendment with PSOMAS, Inc. This would likely require reduction of consultant support and reallocation of City Engineering labor to complete the project. The resultant inefficiencies from staff reassignment in the middle of construction would likely result in a higher total project cost.
3. Take other action.

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

Attachments:
Resolution
Amendment
Vicinity Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A SUPPLEMENTAL AGREEMENT TO THE LOCAL AGENCY PROFESSIONAL SERVICES NEGOTIATED HOURLY RATE CONSULTANT AGREEMENT BETWEEN THE CITY OF OLYMPIA AND PSOMAS, INC. FOR ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE FONES ROAD IMPROVEMENT PROECT

WHEREAS, the Fones Road Improvement Project (the Project), which includes road reconstruction, the installation of bicycle and pedestrian facilities, and improvements to the Karen Faser Woodland Trail crossing, is currently underway; and

WHEREAS, PSOMAS, Inc. (PSOMAS) was chosen through a competitive process to provide design and construction management services for the Project; and

WHEREAS, on April 16, 2020, the City and PSOMAS entered a Local Agency Professional Services Negotiated Hourly Rate Consultant Agreement (the Agreement) for these services; and

WHEREAS, the City and PSOMAS now wish to amend the Agreement to include the provision of certain additional construction management services, and to increase the compensation amount to reflect the provision of these additional services; and

WHEREAS, under OMC 3.16.020(B), the City Council must approve a Supplemental Agreement and authorize the signature of all documents needed to carry it out;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL RESOLVES as follows:

1. The Olympia City Council hereby approves the Supplemental Agreement between the City of Olympia and PSOMAS, Inc. for the Fones Road Improvement Project and the terms and conditions contained in that Supplemental Agreement.

2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Supplemental Agreement, and any other documents necessary to implement the terms of the Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Supplemental Agreement, and to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
SENIOR DEPUTY CITY ATTORNEY

Washington State Department of Transportation

Supplemental Agreement Number 8	Organization and Address Psomas 2502 Jefferson Avenue Tacoma, WA 98402 Phone: 253-627-0720	
Original Agreement Number		
Project Number KPG Psomas PN 19066	Execution Date	Completion Date 12/31/2026
Project Title Fones Road Improvement Project Design Services	New Maximum Amount Payable $4,706,116.92	
Description of Work Additional scope added to Construction Management and Support Services. Please see attached Exhibit A-8, Scope of Work.		

The Local Agency of City of Olympia
desires to supplement the agreement entered in to with Psonas
and executed on 4/16/2020 and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
See attached Exhibit A-8, Scope of Work,

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No change

III

Section V, PAYMENT, shall be amended as follows:
Main Agreement - $1,392,076.00 + Supp #1 - $59,604.00 + Supp #2 - $20,216.00 + Supp #3 - $97,269.92 - Supp #4 - $0.00 + Supp #5 - $171,816.00 + Supp #6 - $0.00 + Supp #7 - $2,685,896.00 + Supp #8 - $279,239.00 = New Max Amount Payable - $4,706,116.92

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Sessyle Asato, Vice President

Consultant Signature

By: _____

Approving Authority Signature

Date

DOT Form 140-063
Revised 09/2005

EXHIBIT A-8

CITY OF OLYMPIA

FONES ROAD IMPROVEMENTS

SUPPLEMENTAL AGREEMENT NO. 8
FONES ROAD – CONSTRUCTION MANAGEMENT AND SUPPORT SERVICES

PROJECT NO. 19066
FEDERAL AID NO. STPUS-5343 (002)

SCOPE OF WORK

A. PROJECT DESCRIPTION/BACKGROUND

The scope of work is to provide management and engineering for the additional Contract working days for the construction phase of the Fones Road project in accordance with federal funding requirements. This work includes additional design support for utility conflicts, construction phase services, and on-call construction surveying.

General Assumptions
Based on the Contractor's baseline schedule (12/02/2025) of projected work activities, force account activities, and existing site conditions, the CONSULTANT has estimated an additional 40 working days added to the overall project schedule. There are 20 working days in one (1) month.

***Over the 40 Additional Working Days*:**

- The Resident Engineer (CONSULTANT) will support the project full-time, or 160 hours per month on average.
- The Inspector (CONSULTANT) will support the project full-time, or 160 hours per month on average.
- The Document Control Administrator (CONSULTANT) will work an average of 8 hours per day to manage their shared tasks.
- Engineer of Record and Design Team (CONSULTANT) support is anticipated as needed for utility coordination and conflict resolution, Change Management, and other tasks as identified in the Scope of Work. Estimated additional 250 hours of support over additional construction duration (approx. 31 hrs/week). Includes attendance at weekly meetings and on-call survey hours.
- The CITY will provide appropriate engineering support, as necessary, to support the Consultant's team in coordination with City stakeholders and/or provide guidance to City standard operating procedures.

Night Work
No night work is anticipated at this time.

***Close Ou*t**
From Substantial Completion to Completion, the budget assumes:

- Additional three (3) weeks for project close out, file preparation, negotiating close-out change orders, and support for Local Programs audit.

Subconsultants
This Contract includes work from LAND MEETS WATER for tree removal, protection, and other arborist activities.

B. SCOPE OF WORK

TASK 100 – MANAGEMENT / COORDINATION / ADMINISTRATION

- The Consultant shall provide continuous project management for an additional two months, plus support during the construction close out phase.

- The Consultant shall prepare monthly progress reports identifying work completed in the previous month, work in progress, upcoming work elements, and reporting of any delays, problems, or additional information needs. These reports shall be submitted with the Consultant invoices.

- The Consultant shall provide CITY with additional support for weekly coordination meetings, dispute resolution meetings, and/or other City led meetings to support the project, estimate eight (8), one-hour meetings.

TASK 400 – CONSTRUCTION CONTRACT MANAGEMENT

Provide **40 additional** working days of CM support to include Contractor coordination, documentation, and change management in general compliance with CITY, State, and Federal Requirements. Support for the additional working days include:

- Issue Field Directives/Corrective Action Memorandums

- Receive Request for Information (RFI) and issues raised by the Contractor. Receive questions and requests for clarification of contract documents that could impact construction costs, schedule, quality of the finished work, or other scenarios. Provide up to 10 additional written responses to RFI

- Review Contractor's updated schedules for contract compliance. Report findings to the CITY regarding issues that affect critical path.

- Prepare eight (8) additional coordination meeting agendas, Conduct eight (8) coordination meetings

- Take notes from eight (8) additional coordination meetings, prepare and distribute minutes to attendees.

- Prepare eight (8) additional Weekly Statement of Working Days

- Obtain Contractor's Certified Payrolls and check for compliance with State and Federal prevailing wages

- Send letter(s) to the Contractor of non-compliance regarding certified payroll issues in relation to prevailing wages

- Perform Change Management to include tracking case log issues, Minor Changes, Force Account, reviewing Contractor notifications of differing site conditions under 1-04.4 Changes, review letters and notices and discuss with the Contractor to understand the claim and/or dispute. Advise the CITY as to the appropriate action(s)

- Assist the CITY with Change Order negotiations by providing background information, quantities verification, and/or unit bid price evaluation.

- Prepare Change Order Justifications

- Draft Change Orders for CITY review and approval

- Prepare two (2) additional monthly progress pay estimates and submit monthly billing to CITY recommending Contractor payment

- Review Contractor's weekly "Look Ahead" and monthly schedule and compare with Contractor's approved schedule.

- Coordinate change management issues with WSDOT Local Programs that could affect DBE condition of award. Provide DBE quarterly reports to WSDOT Local Programs

- Assist the CITY with Utility Coordination and final franchise project cost distribution

CONSTRUCTION INSPECTION SERVICES

- The CONSULTANT will provide all inspections for 40 additional working days and act as the project's "in the field" focal point of coordination and field documentation. The Inspector(s) will monitor the Contractor's activities, produce Inspector Daily Reports, Field Note Records, verify that material delivered to the site is in contract compliance and assist with the coordination with stakeholders to include the Contractor, materials testing, and Fire and Police Departments. The Resident Engineer will provide backup inspections and coordination as needed. The following Tasks will be the responsibility of the Inspector(s), and Resident Engineer or other staff when assuming these duties supporting the additional working days:

- Provide Inspector Daily Reports

- Provide input to weekly project meeting agendas

- Attend weekly project site meetings associated with the project construction

- Observe the Contractor's work and document that the project is built according to the Contract Documents

- Prepare and submit Field Note Records for payment

- Prepare punch list items

- Take project construction photos as work progresses and place in the project file

TASK 800 – PROJECT CLOSEOUT

Assist the ***CITY*** with the closeout of the project. Based on current Contractor activities, assume the ***CONSULTANT*** will need an additional three (3) weeks to coordinate and complete missing documentation for Substantial Completion. Items of work within these additional weeks include the following:

- Project issues resolution with the Contractor. Assume up to one (1) additional closeout meeting for negotiating closeout change order(s), missing documentation, and final quantities.

OTHER SERVICES

It is possible that the project will require additional support and/or The City of Olympia may require other services of the Consultant. These services could include other work tasks not included in the scope of

work. These services may include but are not necessarily limited to, Contractor working days added by change order(s), support during non-working days (defined in the WSDOT Standard Specifications as "…unworkable because of weather or conditions caused by the weather that prevents satisfactory and timely performance of the work shown on the critical path of the contractors approved schedule"), construction surveying for utilities, additional construction support, additional project closeout assistance, assistance with property issues, or other services deemed necessary by the City. When these services are required, the Consultant shall provide the City with a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a Notice to Proceed.

PSOMAS

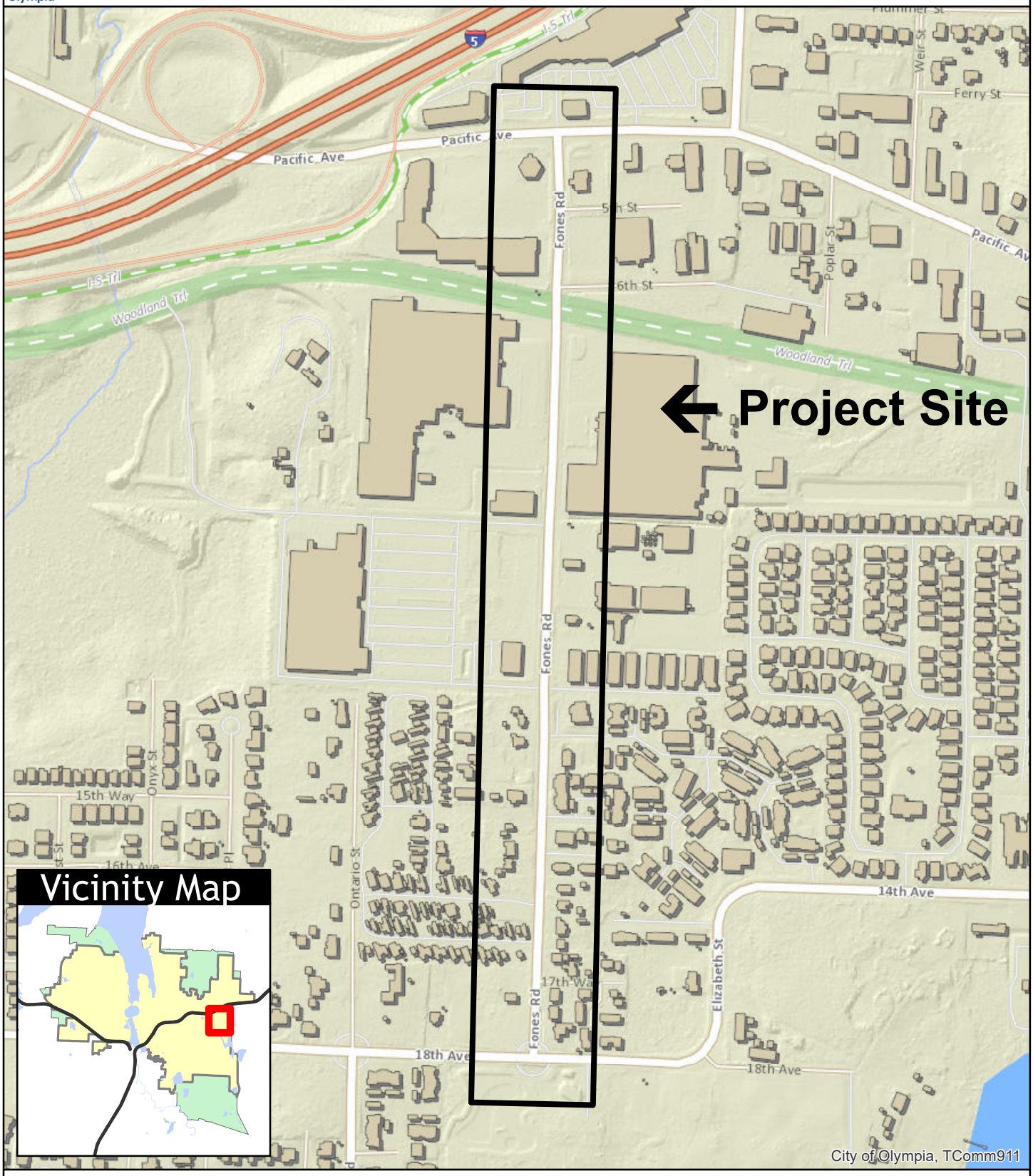
EXHIBIT C-8

PRIME CONSULTANT COST COMPUTATIONS
Client: City of Olympia
Project Name: Fones Road Construction Services
Psomas Project Number: 9OLY010200
Cost to Completion - Additional 40 working days + additional 3 weeks close out
Date: 02/05/2026

Task No.	Task Description	Labor Hour Estimate												Total Hours and Labor Cost Computations by Task
		Principal	Senior Engineer I	Project Engineer II	Design Engineer III	Senior Project Manager Survey	Survey Crew I (W/Equip)	Senior Construction Manager	Senior Resident Engineer	Construction Observer III	Document Control Specialist I	Document Control Specialist III		
		318	216	207	166	275	234	282	203	156	126	167	Hours	Totals
Task 100 - Management / Coordination / Administration														
	Project management and administrative services	8						8					16	$ 4,800.00
	Prepare, review and submit monthly expenditures	4											4	$ 1,272.00
	Task Total	**12**	**0**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**20**	**$ 6,072.00**
Task 400 - Construction Contract Management														
	Construction management Resident Engineer and Doc Specialist	16						60	320		320	40	756	$ 133,968.00
	Construction management field observation									320			320	$ 49,920.00
	Engineer of Record design support		24	40	80	8	40						192	$ 38,304.00
	Utility coordination		8					8					16	$ 3,984.00
	Task Total	**16**	**32**	**40**	**80**	**8**	**40**	**68**	**320**	**320**	**320**	**40**	**1284**	**$ 226,176.00**
Task 800 - Project Closeout (Additional 3 Weeks)														
	Prepare and attend close-out meetings	8	4					8	8				28	$ 7,288.00
	Construction management office support								16	16			32	$ 5,744.00
	Prepare documentation to deliver to City										72	24	96	$ 13,080.00
	Task Total	**8**	**4**	**0**	**0**	**0**	**0**	**8**	**24**	**16**	**72**	**24**	**156**	**$ 26,112.00**
	Total Labor Hours	**36**	**36**	**40**	**80**	**8**	**40**	**84**	**344**	**336**	**392**	**64**	**1460**	
	Total Labor Fee	**11,448**	**7,776**	**8,280**	**13,280**	**2,200**	**9,360**	**23,688**	**69,832**	**52,416**	**49,392**	**10,688**		**$ 258,360.00**
Subconsultants														
	Land Meets Water													$ 20,875.00
	Total Subconsultant Expense													**$ 20,875.00**
Reimbursable Direct Non-Salary Costs														
	Mileage at current IRS rate													
	Reproduction Allowance													$ -
	Total Reimbursable Expense													**$ -**
	Total Estimated Budget													**$ 279,235.00**

Fones Road Vicinity

Project #1928G



Vicinity Map

0 250 500 Feet

1 inch = 500 feet

Map printed 6/4/2019

For more information, please contact:
Jim Rioux, Project Manager
jrioux@ci.olympia.wa.us
(360) 753-8484.

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.

File name and path: \\calvin\pwengineering\Engineering Projects\1928G - Fones Road Improvements - Transportation\Survey\Vicinity Map\Fones Vicinity.mxd

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

City Council

Approval of a Resolution Authorizing Change Orders to the Contract with Pivetta Brothers Construction for the Fones Road Improvement Project

Agenda Date: 6/16/2026
Agenda Item Number: 4.J
File Number:26-0450

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

Title
Approval of a Resolution Authorizing Change Orders to the Contract with Pivetta Brothers Construction for the Fones Road Improvement Project

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Move to approve a resolution authorizing Change Orders to the Contract with Pivetta Brothers Construction for the Fones Road Improvement Project.

Report
Issue:
Whether to approve a resolution authorizing Change Orders to the Contract with Pivetta Brothers Construction for the Fones Road Improvement Project.

Staff Contact:
Jim Rioux, Project Manager, Public Works Engineering, (360) 753-8484.

Presenter(s):
None - Consent Calendar Item.

Background and Analysis:

Original Contract
On August 13, 2024, City Council approved a contract with Pivetta Brothers Construction in the amount of $13,469,491.12 for the Fones Road Improvement Project.

Olympia Municipal Code 3.16.100 states the following:

> "The City Manager or the City Manager's designee is authorized to approve change orders with a cumulative total of $350,000 or less for any project. Council approval is required for cumulative change orders totaling over $350,000 for a project, except when such approval is deemed "urgent" by the City Manager. An "urgent" change order is defined as one where delay in implementation could cause environmental or property damage or endanger public safety, as determined by the City Manager. An "urgent" determination may also be made when delays are estimated to cost the City of Olympia $1,000 or more per day."

Change Orders

To date, seven change orders have been approved totaling $330,183.45 or 2.4% of the original contract amount.

The project team has negotiated three additional change orders with Pivetta Brothers Construction. These change orders cover all additional contract costs to date, a delay claim for lost production during underground utility installation, and additional overhead resulting from project delay.

Most of these change order costs are a result of utility conflicts. There are numerous existing public and private utilities under the Fones Road corridor. Working around existing utilities is both complex and time consuming. Incurring significant additional costs while installing new infrastructure around existing utilities on a major road corridor project like Fones Road is not uncommon. Details of the changes are in the attached change orders.

The project team has also conducted an analysis to determine anticipated additional costs that we expect from overrunning certain bid items, such as flagger hours.

The total additional compensation for the three change orders, including additional costs for anticipated bit item overruns, is $2,066,233.17.

Construction Contingency

Approximately 73% of work under this contract has been completed. The remaining amount of the original contract to be completed and paid to Pivetta Brothers Construction is $3,715,509.16

Staff is requesting that City Council authorize the City Manager to approve the attached change orders plus change order authority up to 10% of the remaining contract amount to cover future contingencies, as summarized below.

Original Contract Amount	$13,469,491.12
Change Order Authority per OMC	$350,000
Total Authorized Original Contract Amount	$13,819,491.12
Change Orders Approved to Date	$330,183.45
Change Orders Negotiated, Not Paid	$2,066,233.17
10% of Remaining Contract	$371,550.92
Additional Change Order Authority to Complete Project	$2,437,784.09

Private Utility Conflicts

Additionally, most issues that have resulted in increased costs have been related to conflicts with unmapped and unmarked private utilities. The project team has tracked associated costs and will seek reimbursement from private utilities at the completion of the project.

Climate Analysis:
This overall project will affect the City of Olympia's Climate Mitigation Strategies as described below.

Strategy T1: Set land use policies that support increase urban density and efficient transportation networks and reduce urban sprawl.

This project will make it easier for people living and working on Fones Road to access transit and walk or bike to destinations along the corridor, including the shopping center at the north end of it. The project will also make it easier for people to walk or bike to or from the regional trails network. The frontage improvements may stimulate new infill development, which would increase density.

Strategy T2: Increase efficiency of the transportation system.
Adding a roundabout at the south driveway of Home Depot will increase the efficiency of how the intersection operates, plus it will slow traffic while maintaining its flow. Adding pedestrian and bicycle facilities between 18th Avenue and the trail crossing will make it easier for people to walk, bike, and get to transit on 18th Avenue and Pacific Avenue.

Strategy T4: Increase the use of public transit.
All of Fones Road is within a ten-minute walk of the transit lines on Pacific Avenue or 18th Avenue. Having a safe, off-street place to walk will make it easier for people to get to and from those bus stops.

Strategy T5: Increase use of active forms of travel (such as bicycling, walking).
The new separated shared-use paths between the Woodland Trail crossing and 18th Avenue, plus the new configuration of the trail crossing, will make it safer and more inviting to walk or bike. So, too, will the decreased operating speed on Fones Road.

Strategy W1: Increase the efficiency of municipal water and wastewater infrastructure.
The water utility will rebuild the water main under the street, which will ensure its continued operation into the future. Improving stormwater and wastewater facilities along this street contributes to the City's infrastructure needs.

Equity Analysis:
The Fones Road corridor improvements will benefit people who live and work along the corridor by creating a safer, more accessible, and more complete street. The project adds new walking and biking facilities, improves access to transit stops on Pacific Avenue and 18th Avenue, and introduces access management and a new trail crossing that are expected to reduce the likelihood of severe or fatal collisions. New lighting and landscaping will further enhance safety and make the corridor more welcoming. The surrounding area includes a higher proportion of BIPOC residents, who stand to benefit from improved transportation safety and access, as well as a nearby mobile home park that provides a source of lower-cost housing for residents with low or limited incomes.

At the same time, the project may introduce burdens related to increased attractiveness and investment in the corridor. Improvements could contribute to rising rents and increased redevelopment pressure, which may lead to economic displacement of both residents and businesses. Mobile home parks are particularly vulnerable to these types of market pressures based

on national trends.

Demographic context helps shape these conclusions, even though detailed workforce data for corridor employers is limited. The area includes large retail and industrial employers, and workers in these sectors are often in lower-wage occupations. Improved walking, biking, and transit access may reduce transportation costs for some workers by decreasing reliance on private vehicles.

Overall, the project helps address long-standing disparities by improving safety and multimodal access in a census tract identified as transportation disadvantaged by the U.S. Department of Transportation. The addition of separated bike lanes, pedestrian facilities, a roundabout, crosswalk improvements, and reduced operating speeds improves safety outcomes for all users while maintaining vehicle capacity that supports regional economic activity.

Neighborhood/Community Interests (if known):
None known associated with this recommended action.

Financial Impact:
There is sufficient funding in the project budget to pay for the additional change order costs. In addition to grants, Transportation, Wastewater and Drinking Water capital funds are included in the project budget. The change orders to the current construction contract with Pivetta Brothers Construction changes the contract amount up to $2,437,784.09 for the Fones Road Improvement Project.

Options:
1. Move to approve a resolution authorizing Change Orders to the Contract with Pivetta Brothers Construction for the Fones Road Improvement Project.
2. Direct staff to revise the Resolution for a lower change order amount. The project scope may be affected, and it will be more difficult for staff to negotiate future change orders in good faith with the contractor.
3. Do not approve the Resolution to increase change order authority. The City will need to reduce the scope of the project. The final project will not meet requirements of our funding partners and the City may be required to return grant funds.

Attachments:
Resolution
Change Order 8
Change Order 9
Change Order 10
Vicinity Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS ABOVE THE AMOUNT SPECIFIED IN OLYMPIA MUNICPAL CODE (OMC) SECTION 3.16.100 FOR THE FONES ROAD IMPROVEMENT PROJECT

WHEREAS, the City of Olympia (City) executed a contract with Pivetta Brothers Construction, Inc. (Pivetta) for the construction of the Fones Road Improvement Project (the Project) in the amount of $13,469,491.12; and

WHEREAS, OMC 3.16.100 authorizes the City Manager to approve changes orders with a cumulative total of up to $350,000; and

WHEREAS, the City has approved change orders to this contract in the cumulative amount of $330,183.45; and

WHEREAS, the City and Pivetta have negotiated additional compensation for impacts, primarily due to unexpected underground utilities, and agreed on an additional $2,066,233.17 for that work; and

WHEREAS, there is still approximately 27 percent, or $3,715,509.16, of the Project to complete; and

WHEREAS, typical project contingency is established at 10 percent of the total construction cost;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL RESOLVES as follows:

1. The Olympia City Council hereby approves Change Orders 8, 9, and 10 to the construction contract with Pivetta Brothers Construction, Inc. and authorizes and instructs the City Manager to approve additional change orders as needed to complete the project up to a cumulative amount of $2,437,784.09.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
_____
SENIOR DEPUTY CITY ATTORNEY

Change Order 8

Project Number: **PRJ-22-000036**
Project Owner: **City of Olympia**
Project Name: **Fones Road Improvements Project**

Change Order Number: **008**

Prime Contractor: **Pivetta Brothers Inc.** Subcontractor:

☑ Ordered by the Engineer under the terms of section 1-04.4 of the Standard Specification

☐ Change proposed by Contractor

Surety Consent (if required) Attorney in Fact Date	

Original Contract Amount	$13,469,491.12
Current Contract Amount	$13,852,104.92
Estimated Net Change this Order	$49,906.09
Estimated Contract Total After Change	$13,902,011.01
Original Contract Duration	385 Working Days
Current Contract Duration	399 Working Days
Additional Days This Order	0 Working Days
Proposed Contract Duration	399 Working Days

☑ Approval Recommended ☐ Approved	☐ Approval Recommended ☐ Approved
Project Engineer - Rick Hall, RE, KPG	Contractor - Andrew Bickley, Pivetta Brothers Inc.
Date	Date
☐ Approval Recommended ☐ Approved	☐ Other Approval When Required
Project Owner - Jeff Johnstone, City of Olympia	Signature Date
Date	Representing

Change Order 8

You are ordered to perform the following described work upon receipt of an approved copy of this change order:

Background:

Chris Robison, The owner of the property at 1508 Fones Road, requested a new 8" water main lateral be installed at his property. The City and Mr. Robison came to an agreement where the City would pay Pivetta Construction for the new water main. Mr Robison would then reimburse the city for all costs.The total costs to install the new water main lateral is $45,451.81 plus WSST.

Reason/Justification for Change:

Completing this work under this contract ensures that the appropriate facilites ar installed to allow future propety development with out the need to renmove and replce new sidewalks, bicycle faclities and roadway sections. This work is being done at no cost to the city.

Description of Change:

Contract Items Added/Deducted:

New Items Added:

Add new item: C08-01 - Install New 8" Water Main Lateral: Add 1 LS

Zero (0) additional working days are added to the contract time.

Measurement:

Measurement for New Item #C08-01 will be per LS.

Payment:

For newly added items, this payment shall be full compensation for all costs associated with labor, equipment, incidental material, haul, tools, incidentals, subcontractor and service provider mark-up, overhead and profit required to furnish, install, and successfully complete all work for the above-described tasks.

Change order 08 will be part of Schedule B of the contract, and is subject to sales tax.

SUMMARY OF QUANTITIES

Existing Bid Item Adjustments					
Item No.	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
				-	-
				-	-
				Subtotal Existing Items:	**$0.00**
Change Order Items					
Item No.	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
C08-01	Install New 8" Water Main Lateral	LS	1	$ 45,451.81	$ 45,451.81
				-	-
				-	-
				Subtotal Change Order Items:	**$45,451.81**
				SUBTOTAL CHANGE ORDER AMOUNT:	**$45,451.81**
				WSST (9.8%):	**$4,454.28**
				TOTAL CHANGE ORDER AMOUNT:	**$49,906.09**

Change Order 9

Project Number: **PRJ-22-000036**
Project Owner: **City of Olympia**
Project Name: **Fones Road Improvements Project**

Change Order Number: **009**

Prime Contractor: **Pivetta Brothers Inc.** Subcontractor:

☑ Ordered by the Engineer under the terms of section 1-04.4 of the Standard Specification

☐ Change proposed by Contractor

Surety Consent (if required) Attorney in Fact Date	

Original Contract Amount	$13,469,491.12
Current Contract Amount	$13,902,011.01
Estimated Net Change this Order	$1,467,066.35
Estimated Contract Total After Change	$15,369,077.36
Original Contract Duration	385 Working Days
Current Contract Duration	399 Working Days
Additional Days This Order	0 Working Days
Proposed Contract Duration	399 Working Days

☑ Approval Recommended ☐ Approved	☐ Approval Recommended ☐ Approved
Project Engineer - Rick Hall, RE, KPG	Contractor - Andrew Bickley, Pivetta Brothers Inc.
Date	Date
☐ Approval Recommended ☐ Approved	☐ Other Approval When Required
Project Owner - Jeff Johnstone, City of Olympia	Signature Date
Date	Representing

Change Order 9

You are ordered to perform the following described work upon receipt of an approved copy of this change order:

Background:

This change order is to reconcile the bid item overruns for all schedules (A, B, C and D), as requested by the City of Olympia. Some Items in Schedule A are also for estimated overruns that the project team feels will be needed to complete the project. These items are shown in RED

1. A001 - Minor Change
2. A015 - Flaggers
3. A016 - Other Traffic Control Labor
4. A017 - Portable Changeable Message Sign
5. A033 - Geomembrane Barrier for Underground Drainage
6. A032 - Geomembrane Barrier
7. A035 - Imported Sand Bedding
8. A037 - Crushed Surfacing Top Course
9. A038 - Crushed Surfacing Base Course
10. A041 - HMA Cl. 1/2" PG 58H-22
11. A042 - HMA for Storm Utility Trench Cl. 1/2" PG 58H-22
12. A061 - Ductile Iron Storm Sewer Pipe 12 In. Diam.
13. A064 - Catch Basin Type 1L
14. A068 - Concrete Inlet
15. A071 - Connection to Drainage Structure
16. A143 - Temporary Pavement Marking - Long Duration
17. B152 - Minor Change
18. B153 - Resolution of Utility Conflicts
19. B158 - Potholing
20. B161 - Crushed Surface Top Course
21. B163 - HMA for Water Utility Trench Cl. 1/2" PG 58H-22
22. B164 - Bank Run Gravel for Trench Backfill
23. B168 - Ductile Iron Water Main Pipe 4 In. Diam.
24. B170 - Ductile Iron Water Main Pipe 10 In. Diam.
25. B174 - Connect to Existing Water Main
26. B175 - Gate Valve 4 In.
27. B182 - Hydrant Assembly
28. D209 - Resolution of Utility Conflicts
29. D213 - Gravel Borrow Incl. Haul
30. D214 - Potholing
31. D215 - Vac Truck Utility Excavation
32. D219 - Service Trench
33. D221 - Extra Trench Excavation Incl. Haul
34. D226 - Imported Sand Bedding
35. D235 - Conduit Pipe 2 In. Diam. Comcast
36. D237 - HMA for Joint Utility Trench Cl. 1/2" PG 58H-22

Reason/Justification for Change:

See attached "Change Order 9 Explanation"

Description of Change:

Contract Items Added/Deducted:

Increase Bid Item A001 - Minor Change:	Add 0.35 EST
Increase Bid Item A015 - Flaggers:	Add 3500 HR
Increase Bid Item A016 - Other Traffic Control Labor:	Add 1500 HR
Increase Bid Item A017 - Portable Changeable Message Sign:	Add 3500 HR
Increase Bid Item A033 - Geomembrane Barrier for Undergrounc	Add 199.1 SY
Increase Bid Item A032 - Geomembrane Barrier:	Add 65 SY
Increase Bid Item A035 - Imported Sand Bedding:	Add 125 TON
Increase Bid Item A037 - Crushed Surfacing Top Course:	Add 1000 TON
Increase Bid Item A038 - Crushed Surfacing Base Course:	Add 300 TON
Increase Bid Item A041 - HMA Cl. 1/2" PG 58H-22:	Add 561.5600127 TON
Increase Bid Item A042 - HMA for Storm Utility Trench Cl. 1/2" P	Add 73.48 TON
Increase Bid Item A061 - Ductile Iron Storm Sewer Pipe 12 In. Dia	Add 99.5 LF
Increase Bid Item A064 - Catch Basin Type 1L:	Add 3 EA
Increase Bid Item A143 - Temporary Pavement Marking - Long D	Add 1.6 LF
Increase Bid Item A071 - Connection to Drainage Structure:	Add 2 EA
Increase Bid Item A143 - Temporary Pavement Marking - Long D	Add 1.6 LF
Increase Bid Item B152 - Minor Change:	Add 0.0672 EST
Increase Bid Item B153 - Resolution of Utility Conflicts:	Add 7.774366 EST
Increase Bid Item B158 - Potholing:	Add 36 EA
Increase Bid Item B161 - Crushed Surface Top Course:	Add 159.75 TON
Increase Bid Item B163 - HMA for Water Utility Trench Cl. 1/2" P	Add 222.54 TON
Increase Bid Item B164 - Bank Run Gravel for Trench Backfill:	Add 1961.84 CY
Increase Bid Item B168 - Ductile Iron Water Main Pipe 4 In. Diam	Add 39.5 LF
Increase Bid Item B170 - Ductile Iron Water Main Pipe 10 In. Diar	Add 30 LF
Increase Bid Item B174 - Connect to Existing Water Main:	Add 1 EA
Increase Bid Item B175 - Gate Valve 4 In.:	Add 1 EA
Increase Bid Item B182 - Hydrant Assembly:	Add 1 EA
Increase Bid Item D209 - Resolution of Utility Conflicts:	Add 4.070232 EST
Increase Bid Item D213 - Gravel Borrow Incl. Haul:	Add 82.625 CY
Increase Bid Item D214 - Potholing:	Add 54 EA
Increase Bid Item D215 - Vac Truck Utility Excavation:	Add 1.5 EA
Increase Bid Item D219 - Service Trench:	Add 213.3 LF
Increase Bid Item D221 - Extra Trench Excavation Incl. Haul:	Add 194.978 CY
Increase Bid Item D226 - Imported Sand Bedding:	Add 1020.47 TON
Increase Bid Item D235 - Conduit Pipe 2 In. Diam. Comcast:	Add 62 LF
Increase Bid Item D237 - HMA for Joint Utility Trench Cl. 1/2" PG 58H-22	Add 40.88 TON

New Items Added:

N/A	Add

Zero (0) additional working days are added to the contract time.

Measurement:

Measurement for existing bid items shall be per existing contract specifications.

Payment:

For newly added items, this payment shall be full compensation for all costs associated with labor, equipment, incidental material, haul, tools, incidentals, subcontractor and service provider mark-up, overhead and profit required to furnish, install, and successfully complete all work for the above-described tasks.

Change order 09 will be part of Schedule A which is non-taxable and Schedules B, C, and D of the contract, which will be subject to sales tax.

SUMMARY OF QUANTITIES

Existing Bid Item Adjustments					
Item No.	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
A001	Minor Change	EST	0.35	$ 75,000.00	$ 26,250.00
A015	Flaggers	HR	3500	$ 78.50	$ 274,750.00
A016	Other Traffic Control Labor	HR	1500	$ 77.00	$ 115,500.00
A017	Portable Changeable Message Sign	HR	3500	$ 3.75	$ 13,125.00
A033	Geomembrane Barrier for Underground Drainage	SY	199	$ 16.25	$ 3,235.38
A032	Geomembrane Barrier	SY	65	$ 7.20	$ 468.00
A035	Imported Sand Bedding	TON	125	$ 29.50	$ 3,687.50
A037	Crushed Surfacing Top Course	TON	1000	$ 76.95	$ 76,950.00
A038	Crushed Surfacing Base Course	TON	300	$ 61.55	$ 18,465.00
A041	HMA Cl. 1/2" PG 58H-22	TON	562	$ 126.14	$ 70,835.18
A042	HMA for Storm Utility Trench Cl. 1/2" PG 58H-22	TON	73.5	$ 233.20	$ 17,135.54
A061	Ductile Iron Storm Sewer Pipe 12 In. Diam.	LF	99.5	$ 166.30	$ 16,546.85
A064	Catch Basin Type 1L	EA	3	$ 1,750.00	$ 5,250.00
A068	Concrete Inlet	EA	2	$ 1,892.00	$ 3,784.00
A071	Connection to Drainage Structure	EA	2	$ 2,300.00	$ 4,600.00
A143	Temporary Pavement Marking - Long Duration	LF	1.6	$ 2,789.00	$ 4,462.40
B152	Minor Change	EST	0.07	$ 50,000.00	$ 3,360.00
B153	Resolution of Utility Conflicts	EST	7.77	$ 30,000.00	$ 233,230.98

B158	Potholing	EA	36	$ 1,125.00	$ 40,500.00
B161	Crushed Surface Top Course	TON	160	$ 58.00	$ 9,265.50
B163	HMA for Water Utility Trench Cl. 1/2" PG 58H-22	TON	223	$ 240.00	$ 53,409.60
B164	Bank Run Gravel for Trench Backfill	CY	1962	$ 52.50	$ 102,996.60
B168	Ductile Iron Water Main Pipe 4 In. Diam.	LF	39.5	$ 136.25	$ 5,381.88
B170	Ductile Iron Water Main Pipe 10 In. Diam.	LF	30	$ 230.00	$ 6,900.00
B174	Connect to Existing Water Main	EA	1	$ 4,645.00	$ 4,645.00
B175	Gate Valve 4 In.	EA	1	$ 1,800.00	$ 1,800.00
B182	Hydrant Assembly	EA	1	$ 9,455.00	$ 9,455.00
D209	Resolution of Utility Conflicts	EST	4.07	$ 25,000.00	$ 101,755.80
D213	Gravel Borrow Incl. Haul	CY	82.6	$ 53.00	$ 4,379.13
D214	Potholing	EA	54	$ 1,050.00	$ 56,700.00
D215	Vac Truck Utility Excavation	EA	1.5	$ 4,500.00	$ 6,750.00
D219	Service Trench	LF	213	$ 39.65	$ 8,457.35
D221	Extra Trench Excavation Incl. Haul	CY	195	$ 250.00	$ 48,744.50
D226	Imported Sand Bedding	TON	1020	$ 31.00	$ 31,634.57
D235	Conduit Pipe 2 In. Diam. Comcast	LF	62	$ 5.95	$ 368.90
D237	HMA for Joint Utility Trench Cl. 1/2" PG 58H-22	TON	40.9	$ 240.00	$ 9,811.20
				Subtotal Existing Items:	**$1,394,590.84**
Change Order Items					
Item No.	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
	N/A			-	-
				-	-
				-	-
				Subtotal Change Order Items:	**$0.00**
				SUBTOTAL CHANGE ORDER AMOUNT:	**$1,394,590.84**
				WSST (9.8%):	**$72,475.51**
				TOTAL CHANGE ORDER AMOUNT:	**$1,467,066.35**

Change Order 10

Project Number: **PRJ-22-000036**
Project Owner: **City of Olympia**
Project Name: **Fones Road Improvements Project**

Change Order Number: **010**

Prime Contractor: **Pivetta Brothers Inc.** Subcontractor:

☑ Ordered by the Engineer under the terms of section 1-04.4 of the Standard Specification

☐ Change proposed by Contractor

Surety Consent (if required) Attorney in Fact Date	

Original Contract Amount	$13,469,491.12
Current Contract Amount	$15,369,077.36
Estimated Net Change this Order	$549,260.73
Estimated Contract Total After Change	$15,918,338.09
Original Contract Duration	385 Working Days
Current Contract Duration	399 Working Days
Additional Days This Order	40 Working Days
Proposed Contract Duration	439 Working Days

☑ Approval Recommended ☐ Approved	☐ Approval Recommended ☐ Approved
Project Engineer - Rick Hall, RE, KPG	Contractor - Andrew Bickley, Pivetta Brothers Inc.
Date	Date
☐ Approval Recommended ☐ Approved	☐ Other Approval When Required
Project Owner - Jeff Johnstone, City of Olympia	Signature Date
Date	Representing

You are ordered to perform the following described work upon receipt of an approved copy of this change order:

Background:

During construction of the Joint Utility Trench, Pivetta Construction encountered approximately 150 Unknown or unlocated utility conflicts. These conflicts were in addition to other known utility conflicts that were paid by Force Account. These conflicts resulted in much slower production and an additional 40 working days to complete the work. The City and Pivetta have negotiated a settlement to the sum of $500,237.45 for these delays which also includes 10 of the 40 days to included extended Overhead.

Reason/Justification for Change:

Due to unknown and un-located utilities, production of the contractor was slowed substantially and consequently resulted in additional costs and working days to the contractor.

New Items Added:

Add new item: C10-01 - JUT Conflict Resolution: Add 1 LS

Change Order 10

Measurement:

Change Order #10 will paid as a Lump Sum

Payment:

For newly added items, this payment shall be full compensation for all costs associated with labor, equipment, incidental material, haul, tools, incidentals, subcontractor and service provider mark-up, overhead and profit required to furnish, install, and successfully complete all work for the above-described tasks.

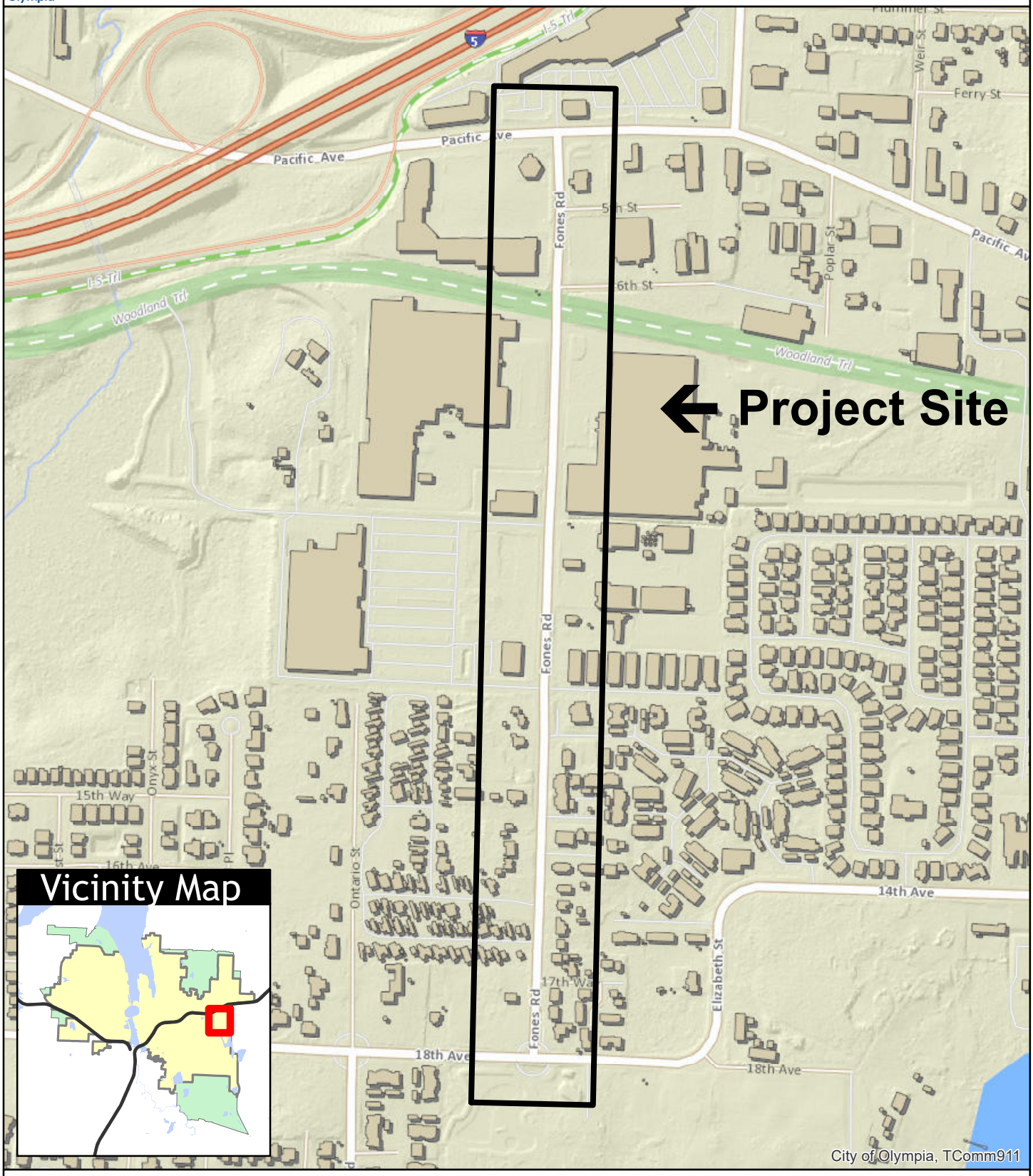
Change order 10 will be part of Schedule D which will be subject to sales tax.

SUMMARY OF QUANTITIES

Change Order Items					
Item No.	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
C10-01	JUT Conflict Resolution	LS	1	$ 500,237.45	$ 500,237.45
				-	-
				-	-
				Subtotal Change Order Items:	**$500,237.45**
				SUBTOTAL CHANGE ORDER AMOUNT:	**$500,237.45**
				WSST (9.8%):	**$49,023.27**
				TOTAL CHANGE ORDER AMOUNT:	**$549,260.72**

Fones Road Vicinity

Project #1928G



Vicinity Map

0 250 500 Feet

1 inch = 500 feet

Map printed 6/4/2019

For more information, please contact:

Jim Rioux, Project Manager
jrioux@ci.olympia.wa.us
(360) 753-8484.

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.

File name and path: \\calvin\pwengineering\Engineering Projects\1928G - Fones Road Improvements - Transportation\Survey\Vicinity Map\Fones Vicinity.mxd

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

City Council

Approval of an Ordinance Extending a Declaration of Public Health Emergency Related to Insufficient Supply of Affordable Housing

Agenda Date: 6/16/2026
Agenda Item Number: 4.K
File Number:26-0393

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

Title
Approval of an Ordinance Extending a Declaration of Public Health Emergency Related to Insufficient Supply of Affordable Housing

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Move to approve on second reading an ordinance extending a declaration of public health emergency related to insufficient supply of affordable housing.

Report Issue:
Whether to approve on second reading an ordinance extending a declaration of public health emergency related to insufficient supply of affordable housing.

Staff Contact:
Jacinda Steltjes, Housing Manager, Community Planning & Economic Development, 360.753.8482

Presenter(s):
Jacinda Steltjes, Housing Manager

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

In December 2024, Olympia City Council adopted ordinance 7414 declaring the insufficient supply of affordable housing a public health emergency. The ordinance includes a sunset date of June 30, 2026. The conditions leading to the ordinance continue today. LUEC considered the extension of the declaration of public health emergency on April 23, 2026, and recommended the declaration be extended for a two-year period with a new sunset date of June 30, 2028.

The ordinance extending the declaration will continue to make available six strategies. All strategies are intended to increase the supply of affordable housing, which is defined as housing which costs a household no more than 30% of its gross annual income, for low-income households, which is defined as households whose annual gross income is at or below 80% of the Area Median Income, in Olympia. The ordinance is fashioned after similar emergency ordinances adopted in locations such as San Diego, California; Los Angeles, California; Portland, Oregon; and the state of Hawaii.

The ordinance extends the following six strategies:

1. Prioritize affordable housing projects in the permit queue;
2. Provide developers of affordable housing projects with access to specialized assistance from planning staff to help projects move swiftly through the permitting process;
3. Authorize the city manager, or designee, to defer or waive city requirements on a case-by-case basis for affordable housing development projects;
4. Operate a grant program to exempt up to 100% of permit fees associated with affordable housing development projects;
5. Operate a grant program to reduce infrastructure costs associated with affordable housing development projects;
6. Participate in 1033 Tax Exchange transactions with willing property owners of affordable housing projects at risk of losing their affordability status.

Developers benefitting from the emergency declaration must offer all units of their project as affordable for a minimum of 25 years. A restrictive covenant which runs with the land guarantees this affordability period.

The ordinance works toward achieving goals outlined in the City's Housing Action Plan, One Community Plan, Fair Housing Assessment, and Olympia: 2045 Comprehensive Plan. The Comprehensive Plan calls for the city to take actions to facilitate the development of 14,295 new housing units within Olympia and its urban growth area by 2045 to accommodate projected population growth. Of these new units, it's anticipated 7,616 will be needed for low-income households. Accomplishments achieved under the emergency declaration can be found in the attached Accomplishments & Next Steps document.

Climate Analysis:
Affordable housing and middle housing create density and better utilize the limited availability of land. Affordable housing projects are often funded by and rely upon state and federal resources. These resources require projects to comply with development standards that safeguard health and safety, increase durability, promote sustainable living, preserve the environment, and increase energy and water efficiency. Additionally, affordable housing projects are commonly located along frequent transportation routes and thereby help to decrease greenhouse gas emissions.

Equity Analysis:
The emergency declaration increases affordable housing supply and therefore most prominently impacts Olympians who are low-income. Low-income households and Black, Indigenous, People of Color (BIPOC) are disproportionately impacted by insufficient supply of affordable housing. Approximately 7,300 Olympia households are currently housing cost burdened- meaning they spend more than 30 percent of their income on housing expenses, according to the 2024 American Community Survey. In general, the lower a household's annual income, the more likely they are to be housing cost burdened and experience housing instability.

According to a Housing Needs Assessment produced by Thurston Regional Planning Council in 2021, about one in four Thurston County residents is a person of color. Hispanic or Latino, Asian, Black, and multiracial populations are the largest minority populations in Thurston County. According to the Needs Assessment, people of color, due to systemic racism and other discriminatory practices, are less likely to own their own home, have a smaller household income, and are more likely to experience housing instability and homelessness than their white, non-Hispanic counterparts.

Households who experience housing instability have a higher risk of chronic health conditions such as elevated levels of cholesterol, respiratory infections, coronary heart disease, cardiovascular disease, arthritis, stroke, and cancer. Housing instability is frequently associated with mental health challenges, including chronic stress, anxiety, and depression.

Neighborhood/Community Interests (if known):
Affordable housing has consistently ranked as a top priority and concern among Olympia residents in recent years. In May 2023, the City of Olympia conducted a community engagement and public opinion survey. Respondents overwhelmingly (74%) indicated housing and homelessness was a concern. Only 11% of the 531 respondents felt residents could access affordable and stable housing in Olympia. A theme identified in comments concerning the Land Use & Urban Design chapter of the Olympia: 2045 Comprehensive Plan was that community members want housing options for all income levels across the city. They also feel more should be done to help people find housing solutions. A theme in the Public Services chapter comments was that the availability of affordable housing is a primary issue for our community and there should be housing opportunities for everyone across the entire income spectrum.

The Fair Housing Assessment (produced in 2022) evaluates housing discrimination and fair housing planning efforts as well as identifies outstanding fair housing needs in Thurston County. The assessment is used to inform spending of federal funds, create goals and strategies to advance fair housing in Thurston County, and inform program areas and policies that involve housing efforts. More than 600 Thurston County community members who participated in a survey to assess fair housing barriers and priorities ranked access to affordable housing among the highest priority needed to address housing disparities in Thurston County. Respondents also ranked the availability of housing that is safe, accessible, and affordable to households experiencing a disability as severely lacking in Thurston County.

Financial Impact:
Two of the strategies outlined in the ordinance have financial impacts.

Permit fee grant program
In spring 2025, Council approved funding the permit fee grant program with $500,000 in seed money from the Economic Development Fund. The grant program will maintain a minimum balance of $500,000. Each time a city-owned property is sold, up to 10% of the sale proceeds not otherwise identified for city priorities will be directed to this grant program. At no time will funds exceed $750,000.

Eligible applicants to this grant fund benefit from up to 100% exemption of permit fees, though not review fees. The percentage of permit fee exemption is dependent upon the degree of the project's affordability and whether the project meets Comprehensive Plan goals in addition to providing

affordable housing for low-income households. The permit fee grant program exempts the applicant from paying permit fees, which are directed into Fund 006. Fund 006 is heavily relied upon to pay personnel costs associated with several Community Planning & Economic Development staff.

Infrastructure Assistance Grant

The infrastructure assistance grant provides funds to offset the cost of wastewater and drinking water infrastructure. The fund was seeded with a 0.5% increase to drinking water utility and a 1% increase to wastewater utility. This provided roughly $55,000 for drinking water infrastructure and $85,000 for wastewater infrastructure in 2025. Revenue from the drinking water utility are collected in Fund 145 and must be used toward drinking water infrastructure. Revenue from the wastewater utility are collected in Fund 146 and must be applied toward wastewater infrastructure.

Options:

1. Move to approve on second reading, an ordinance extending a declaration of public health emergency related to insufficient supply of affordable housing.
2. Do not Move to approve an ordinance extending a declaration of public health emergency related to insufficient supply of affordable housing.
3. Direct staff to take other action

Attachments:

Ordinance
Ordinance #7414
Accomplishments & Next Steps
Presentation

Ordinance No._____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO PUBLIC HEALTH AND SAFETY; DECLARING A CONTINUING STATE OF PUBLIC HEALTH EMERGENCY RELATING TO INSUFFICIENT SUPPLY OF AFFORDABLE HOUSING; AUTHORIZING SUCH ACTIONS AS ARE REASONABLE AND NECESSARY IN LIGHT OF SUCH EMERGENCY TO MITIGATE THE CONDITIONS GIVING RISE TO SUCH PUBLIC HEALTH EMERGENCY; DECLARING AN EMERGENCY SO THIS ORDINANCE IS EFFECTIVE UPON ADOPTION; AND PROVIDING FOR SUNSET OF THIS ORDINANCE

WHEREAS, in Olympia, Thurston County, and in many parts of the nation, there exists a housing crisis in which there is an insufficient supply of affordable housing; and

WHEREAS, affordable housing is defined as housing for which the sum of rent or a mortgage payment and utilities costs no more than 30 percent of a household's gross income; and

WHEREAS, middle housing, defined as housing that is compatible in scale, form, and character with single-family houses and contains two or more attached, stacked, or clustered homes including duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, stacked flats, courtyard apartments, cottage housing; and accessory dwelling units in low density zones, is often naturally occurring affordable housing; and

WHEREAS, a lack of housing that is affordable, specifically to low-income households whose incomes are less than or equal to 80 percent of area median income, creates housing instability and is a factor in persistent and increasing houselessness; and

WHEREAS, persistent and increasing houselessness impacts not only people experiencing houselessness, but also the entire community, all residents, neighborhoods, and businesses; and

WHEREAS, Olympia City Council declared houselessness a public health and safety emergency in 2018; and

WHEREAS, living in unaffordable housing is associated with a higher risk of chronic health conditions such as elevated levels of cholesterol, respiratory infections, coronary heart disease, cardiovascular disease, arthritis, stroke, and cancer; and

WHEREAS, living in unaffordable housing is also associated with mental health challenges, including chronic stress, anxiety, and depression; and

WHEREAS, access to housing for all is essential to the security, health, wellbeing, and prosperity of our community; and

WHEREAS, the 2024 5-Year Estimate American Community Survey reports that of Olympia's 26,795 housing units, 12,766 are renter occupied and 7,273 (59.6 percent) of renter occupied housing units are occupied by households who are housing cost burdened, meaning the household pays greater than 30 percent of their household income on housing expenses; and

WHEREAS, increasing the supply of affordable housing is a goal included in Olympia's One Community Plan, Housing Action Plan, and the Olympia: 2045 Comprehensive Plan; and

WHEREAS, Olympia and its urban growth area is projected to need approximately 14,295 new housing units, of which 7,616 of the units will be needed for low-income households with incomes at or below 80 percent of area median income, by 2045 to accommodate projected population growth; and

WHEREAS, the community has consistently ranked housing and houselessness as top concerns and priorities in recent years' Community Engagement and Public Opinion Surveys; and

WHEREAS, local housing developers have communicated that Olympia's permitting and development standards increase housing development costs, making it more difficult to increase the supply of housing, including housing that is affordable for low-income households; and

WHEREAS, some of the barriers to developing affordable and middle housing are Olympia's development regulations; lack of infrastructure; high cost of land and building materials; and limited financing sources to assist developers in constructing housing which can be occupied at rates affordable to low-income households; and

WHEREAS, the responsibility for the development of infrastructure to support housing, which historically had fallen on government, has in recent decades been placed on developers, passing the costs of infrastructure development onto housing developers and subsequently increasing the costs for tenants to rent or own a home; and

WHEREAS, streamlining and supporting the regulatory systems through the provision of dedicated community planning and development staff and alternative processes is necessary to reduce the cost and timeline associated with providing new affordable housing units for residents of the City; and

WHEREAS, the urgency of the affordable housing shortage in Olympia requires that the City, in addition to developing long range plans, develop solutions that can be implemented in the near future to help ease Olympia's housing supply shortage; and

WHEREAS, the affordable housing shortage in Olympia constitutes a set of circumstances that demand immediate action to preserve public health, protect life, protect public property, and provide relief to neighborhoods affected by such occurrences; and the affordable housing shortage reaches such a dimension or degree of destructiveness as to warrant a declaration of the existence of an emergency; and

WHEREAS, communities such as San Diego, California; Los Angeles, California; Portland, Oregon; the State of Hawaii, and others, have declared states of emergency related to an insufficient supply of affordable housing; and

WHEREAS, the Olympia City Council passed Ordinance No. 7414 on December 17, 2024, finding and declaring a public health emergency relating to insufficient supply of affordable housing in the City of Olympia; and

WHEREAS, since the passage of Ordinance No. 7414, the conditions that gave rise to the affordable housing public health emergency have continued and are continuing, thus warranting keeping in place

the extraordinary measures authorized in Ordinance No. 7414, and reauthorized in this Ordinance, to respond to this public health emergency; and

WHEREAS, the above circumstances warrant the exercise of the City Council's power to declare a continuing public health emergency under authority of Article XI, Section 11, of the Washington State Constitution; 35A.11.020 RCW; 35A.11.030 RCW; 35A.13.190 RCW; 35A.38.010 RCW, and other applicable laws and regulations, and pursuant to Chapter 2.24 of the Olympia Municipal Code, and pursuant thereto, and the authorization of such extraordinary measures as are reasonable and necessary in light of such of public health emergency to mitigate the conditions giving rise to the public emergency;

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

Section 1. The above-stated recitals are adopted as findings of the Olympia City Council and are incorporated by this reference as though fully set forth herein.

Section 2. It is hereby declared that a continuing state of public health emergency exists due to an exigent threat to human health and environmental conditions related to insufficient supply of affordable housing affecting the City of Olympia. Therefore, in order to provide emergency relief consistent with the intent of this Ordinance, the following strategies intended to increase the supply of affordable housing in Olympia will be continued.

Section 3. Prioritize Affordable and Middle Housing Projects in City Permitting Process.
Community Planning and Development staff will prioritize affordable housing and middle housing projects which meet the eligibility criteria outlined in Section 9, in the permitting process by moving these projects to the front of the permitting queue.

Section 4. Specialized CPED Staff Dedicated to Affordable and Middle Housing Projects.
A Principal Planner in Community Planning and Economic Development (CPED) will act as an ombudsperson to affordable housing and middle housing projects. This staff person will work collaboratively and creatively with other CPED staff, Housing staff, Public Works staff, and the developer to proactively guide affordable housing and middle housing projects through the permitting process in a timely manner.

Section 5. Give City Manager or City Manager's Designee Authority to Waive Postpone, or Exempt City Processes for Affordable Housing as Described Below.
The City Manager, or designee, is hereby authorized and empowered to carry out those powers and duties as are reasonable and necessary to mitigate the *effects* of the emergency on a case-by-case basis and is authorized and empowered, among other things, to do the following:

1. Obligate funds for emergency expenditures as directed by the City Council;

2. Notwithstanding OMC 3.16.020, enter into contracts and incur obligations necessary to increase the supply of affordable housing, regardless of the dollar amount of such contracts;

3. Exempt or postpone any Engineering Design and Development Standards (EDDS) which are under the City's control;

4. Take other actions, as appropriate, in response to such emergency.

The City Manager, or designee, is authorized to exercise the powers vested under Section 5 of this ordinance in the light of these exigencies of an emergency situation without regard to time consuming procedures and formalities prescribed by law (with the exception of mandatory constitutional requirements).

Section 6. Participate in 1033 Tax Exchange Transactions with Willing Property Owners.
The City will act as a participant in 1033 Tax Exchange transactions by exercising or threatening to exercise the City's power of eminent domain, when a transaction is agreed upon by the current property owner and the City, a future property owner has been identified, and the transaction will permit the property in question to remain affordable, provided that legal constraints to ensure affordability, such as a deed restriction, are imposed.

Section 7. **Grant Program for Infrastructure Improvements.**
Operate a grant program which makes funding available for off-site infrastructure improvements necessitated by affordable housing projects. Funding for the program originated from a zero point five (0.5) percent drinking water utility rate increase and a one percent wastewater utility rate increase effective January 1, 2025.

Section 8. Grant Program to Exempt Permit and Other Fees.
Operate a grant program which reduces permit fees. Seed funding of $500,000 for the program originated from the Economic Development Fund. Up to 10 percent of proceeds not identified for other priority uses from the sale of city-owned property will fund this program ongoing.

Section 9. Eligibility Criteria.
The strategies apply to housing for which the following criteria have or will be met upon the development of housing units:

- All units produced are affordable to households whose income does not exceed 80 percent of the Olympia-Tumwater Metropolitan Statistical Area Median Income, adjusted for household size and updated annually by the U.S. Department of Housing and Urban Development (HUD), or a similar metric, should the HUD metric be unavailable.

- A Restrictive Covenant pursuant to the property's use is executed between the property owner and City of Olympia outlining that all housing units developed are subject to a 25- year affordability period.

Section 10. Sunset Provision. This Ordinance sunsets and is no longer in force or effect at 11:59 p.m. on June 30, 2028. The City Council shall, no later than 12 months after the effective date of this Ordinance, review the conditions that have given rise to this public health emergency to determine if such conditions warrant keeping in place the extraordinary measures authorized herein to respond to this public health emergency. Thereafter, this Ordinance shall come back before Council at least once every 12 months to ascertain if the public health emergency still exists and if the sunset date should be extended.

Section 11. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 12. Effective Date. This Ordinance is for the immediate preservation of public health, safety, and welfare of the public, and takes effect upon adoption, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

SENIOR DEPUTY CITY ATTORNEY

Ordinance No. 7414

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO PUBLIC HEALTH AND SAFETY; DECLARING A STATE OF PUBLIC HEALTH EMERGENCY RELATING TO HUMAN HEALTH CONDITIONS CAUSED BY INSUFFICIENT SUPPLY OF AFFORDABLE HOUSING; AUTHORIZING SUCH ACTIONS AS ARE REASONABLE AND NECESSARY IN LIGHT OF SUCH EMERGENCY TO MITIGATE THE CONDITIONS GIVING RISE TO SUCH PUBLIC HEALTH EMERGENCY; DECLARING AN EMERGENCY SO THIS ORDINANCE IS EFFECTIVE UPON ADOPTION; AND PROVIDING FOR SUNSET OF THIS ORDINANCE

WHEREAS, in Olympia, Thurston County, and in many parts of the nation, there exists a housing crisis in which there is an insufficient supply of affordable housing; and

WHEREAS, affordable housing is defined as housing for which the sum of rent or a mortgage payment and utilities costs no more than 30 percent of a household's gross income; and

WHEREAS, middle housing is defined as housing that is compatible in scale, form, and character with single-family houses and contain two or more attached, stacked, or clustered homes including duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, stacked flats, courtyard apartments, cottage housing; and accessory dwelling units in low density zones; and

WHEREAS, it's recognized that middle housing is often naturally occurring affordable housing; and

WHEREAS, a lack of housing that is affordable, specifically to low-income households whose incomes are less than or equal to 80 percent of area median income, creates housing instability and is a factor in persistent and increasing homelessness; and

WHEREAS, Olympia City Council declared homelessness a public health and safety emergency in 2018; and

WHEREAS, communities such as San Diego, California; Los Angeles, California; Portland, Oregon; the State of Hawaii, and others, have declared states of emergency related to a lack of affordable housing supply; and

WHEREAS, a 2021 Housing Needs Assessment produced by Thurston Regional Planning Council found that over 34,650 Thurston County households are cost burdened, meaning they spend more than 30 percent of their income on rent, mortgage payments, and other housing expenses; and

WHEREAS, of these 34,650 households, 13,900 are severely cost burdened, spending more than half of their income on housing expenses; and

WHEREAS, of these 34,650 households, 7,605 households are Olympia residents; and

WHEREAS, Olympia is projected to need more than 12,600 new housing units by 2045 to accommodate future population growth; and

WHEREAS, it's projected that more than 5,800 of these 12,600 units will be needed for households with incomes at or below 80 percent of the area median income adjusted by household size; and

WHEREAS, living in unaffordable housing is associated with a higher risk of chronic health conditions such as elevated levels of cholesterol, respiratory infections, coronary heart disease, cardiovascular disease, arthritis, stroke, and cancer; and

WHEREAS, living in unaffordable housing is also associated with mental health challenges, including chronic stress, anxiety, and depression; and

WHEREAS, access to housing for all is essential to the security, health, wellbeing, and prosperity of our communities; and

WHEREAS, local housing developers have communicated that Olympia's permitting and development standards increase housing development costs, making it more difficult to increase the supply of housing that is affordable for low-income populations; and

WHEREAS, some of the barriers to developing affordable and middle housing are Olympia's development regulations; lack of infrastructure; high cost of land and building materials; and limited financing sources to assist developers in constructing housing which can be occupied at affordable prices for low-income households; and

WHEREAS, the responsibility for the development of infrastructure to support housing, which historically had fallen on government, has in recent decades been placed on developers, passing the costs of infrastructure development onto housing developers and subsequently increasing the costs for tenants to rent or own a home; and

WHEREAS, streamlining and supporting the regulatory systems through the provision of dedicated community planning and development staff and alternative processes is necessary to reduce the cost and timeline associated with providing new affordable and middle housing for residents of the City; and

WHEREAS, the urgency of the housing shortage in Olympia requires that the City, in addition to developing long range plans, develop solutions that can be implemented in the near future to help ease Olympia's housing supply shortage; and

WHEREAS, the housing shortage in Olympia constitutes a set of circumstances which demand immediate action to preserve public health, protect life, protect public property, and provide relief to neighborhoods affected by such occurrences; and the housing shortage reaches such a dimension or degree of destructiveness as to warrant a declaration of the existence of an emergency; and

WHEREAS, the above circumstances warrant the exercise of the City Council's power to declare a public health emergency under authority of Article XI, Section 11, of the Washington State Constitution; 35A.11.020 RCW; 35A.11.030 RCW; 35A.13.190 RCW; 35A.38.010 RCW and other applicable laws and regulations, and pursuant to Chapter 2.24 of the Olympia Municipal Code, and pursuant thereto, and the authorization of such extraordinary measures as are reasonable and necessary in light of such of public health emergency to mitigate the conditions giving rise to the public emergency;

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

It is hereby declared that a state of emergency exists due to an exigent threat to human health related to an insufficient supply of affordable housing affecting the City of Olympia. In order to provide emergency relief consistent with the intent of this Ordinance, the Councill hereby adopts the following strategies to increase the supply of affordable housing in Olympia.

Section 1. The above-stated recitals are adopted as findings of the City Council.

Section 2. Prioritize affordable and middle housing projects in City permitting process
Community Planning and Development staff will prioritize affordable housing and middle housing projects meeting the eligibility criteria in Section 8, below in the permitting process by moving these projects to the front of the permitting que.

Section 3. Specialized CP&D staff dedicated to affordable & middle housing projects
A Principal Planner in Community Planning and Development will act as an ombudsperson to affordable housing and middle housing projects. This staff person will work collaboratively and creatively with other Community Planning and Development staff, Housing staff, Public Works staff, and the developer to proactively guide affordable housing and middle housing projects through the permitting process in a timely manner.

Section 4. Give City Manager or City Manager's designee authority to waive, postpone, or exempt City processes for affordable housing as described below

The City Manager is hereby authorized and empowered to carry out those powers and duties as are reasonable and necessary to mitigate the *effects* of the emergency on a case-by-case basis and is authorized and empowered, among other things, to do the following:

1. Obligate funds for emergency expenditures as directed by the City Council;

2. Notwithstanding OMC 3.16.020, enter into contracts and incur obligations necessary to increase the supply of affordable housing, regardless of the dollar amount of such contracts;

3. Exempt or postpone any Engineering Design and Development Standards (EDDS) which are under the City's control;

4. Take other actions, as appropriate, in response to such emergency.

The City Manager is authorized to exercise the powers vested under Section 4 of this ordinance in the light of these exigencies of an emergency situation without regard to time consuming procedures and formalities prescribed by law (with the exception of mandatory constitutional requirements).

Section 5. Participate in 1033 Tax Exchange transactions with willing property owners
The City will participate in a 1033 Tax Exchange transaction, exercising of threatening to exercise the City's power of eminent domain, when the transaction is agreed upon by the current property owner and the City, a future property owner has been identified, and the transaction will permit the property in question to remain affordable, provided legal constraints to ensure affordability, such as a deed restriction, are imposed.

Section 6. Grant Program for Infrastructure Improvements
Staff will develop and implement a grant program which makes funding available for off-site infrastructure improvements necessitated by affordable housing projects. Seed funding for the program will originate from a 0.5% drinking water utility rate increase and a 1% wastewater utility rate increase effective January 1, 2025.

Section 7. Grant Program to Exempt Permit and Other Fees
Staff will develop a grant program which reduces permit and development fees. In developing such a program staff shall identify a funding strategy and plan for implementation and may proceed with the program with the identified funding strategy and implementation plan.

Section 8. Eligibility Criteria
The strategies apply to housing for which the following criteria has or will be met upon the development of housing units:

- All units produced are affordable to households whose income does not exceed 80 percent of the Olympia-Tumwater Metropolitan Statistical Area Median Income, adjusted for household size and updated annually by the U.S. Department of Housing and Urban Development (HUD), or a similar metric, should the HUD metric be unavailable.
- A Restrictive Covenant pursuant to the property's use is executed between the property owner and City of Olympia outlining that all housing units developed are subject to a 25- year affordability period.

Section 9. Sunset Provision. This Ordinance sunsets and is no longer in force or effect at 11:59 p.m. on June 30, 2026. The City Council shall, no later than 18 months after the effective date of this Ordinance, review the conditions that have given rise to this public health emergency to determine if such conditions warrant keeping in place the extraordinary measures authorized herein to respond to this public health emergency. Thereafter, this Ordinance shall come back before Council at least once every 12 months to ascertain if the public health emergency still exists and if the sunset date should be extended.

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

Section 11. Effective Date. This Ordinance is for the immediate preservation of public health, safety, and welfare of the public, and takes effect upon adoption, as provided by law.

MAYOR

ATTEST:

Sean Krier
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
DEPUTY CITY ATTORNEY

PASSED: December 17, 2024

APPROVED: December 17, 2024

PUBLISHED: December 23, 2024

Affordable Housing Emergency Declaration Accomplishments & Next Steps

The Affordable Housing Emergency Declaration was adopted in December 2024. Much of 2025 was spent implementing the declaration and sharing the strategies to increase affordable housing supply with the public and housing developers. An affordable housing incentives fact sheet featuring all available incentives was updated in the first quarter of the year and can be found on the Housing and Homeless Response website and within the City's permit portal. In February 2025, news of the declaration was included in a Difference Makers internal staff newsletter. In March, Housing and Strategic Communications staff worked together to create a signature graphic. In April, news about the declaration and middle housing code updates were included in a utilities insert. That same month, Housing staff worked with the Strategic Communications team to publish a blog post about the declaration and share why affordable housing is so important and what the City is doing to increase it. In June, an e-news item was released with an update on the implementation of the six strategies adopted under the declaration. With each of the six strategies operational, Housing staff now frequently share the fact sheet as well as participate in site plan review committee meetings with developers interested in building housing. Staff share what incentives are available should developers choose to build affordable housing units and work with developers to help them apply for the incentives.

Affordable Housing Emergency Declaration (AHED) Successes

The declaration has been received well. Five projects, representing 538 units, have benefitted from the declaration. All five have moved to the front of the permit queue. Four of the five have received assistance from planning and engineering staff. An exemption to city code was made for one project— South Puget Sound Habitat for Humanity's 3900 Boulevard Road project. The Habitat project benefits from several AHED and other affordable housing development incentives. The exemption to city code decreased the affordability period associated with the city's impact fee exemptions incentive from an indefinite period to 25 years. This exemption was made in recognition that the project is constructing homeownership units and there exist a few instances in which the units could potentially transfer to ownership who are not low-income. One example of this is a transfer to next of kin when a homeowner passes away. One project is pursuing the permit fee grant. No projects have yet applied for the infrastructure grant or partaken in a 1033 tax exchange transaction. Each project has benefitted from AHED incentives in combination with other affordable housing incentives.

Other Affordable Housing Incentives

In addition to the six AHED strategies, the City offers several other affordable housing incentives intended to encourage development of affordable housing. Transportation and park impact fees are exempted by 80%. In partnership with both Olympia School District and North Thurston School District, school impact fees are also exempted by 80%. A 50% exemption of City general facility charges and a 50% exemption of LOTT Clean Water Alliance capacity development charges are also offered. LOTT's Affordable Housing Supply program started as a pilot in 2023 and is now in its first biennium as a full-fledged program. Olympia has drawn its full allocation, plus relied on a shared pool among other partner jurisdictions, since the introduction of the program.

Next Steps

Should council extend the declaration, Housing staff intend to spend the later part of 2026 focusing on increasing education and identifying process improvements. After an extended time without a Housing Director, the position will be filled spring 2026. This will increase staff capacity to shift more focus to the AHED and other affordable housing incentives. Staff intend to update the Housing program's webpages and look for opportunities to collaborate with other internal and external partners, such as Economic Development and Regional Housing Council, to provide increased awareness and a better understanding of AHED and other incentives.

Staff also plan to actively promote incentives to organizations that develop affordable housing in effort to attract more developers to Thurston County and Olympia. Lastly, efforts to increase the impact of affordable housing development incentives by considering the intersection with other city programs and initiatives such as the City's land banking strategy is also planned for 2026 and into 2027.

Affordable Housing Emergency Declaration Extension

June 2, 2026

Olympia

Need

Responds to requests from local, non-profit housing developers for strategies that will decrease the costs associated with constructing new affordable housing

Responds to Olympia 2045: Consolidated Plan, which outlines a need for 14,295 new housing units, of which nearly half will be needed for low-income households, by 2045.

Responds to knowledge that 7,300 Olympia households are housing cost burdened, spending more than 30% of their income on housing expenses (2024 American Community Survey)

Strategies

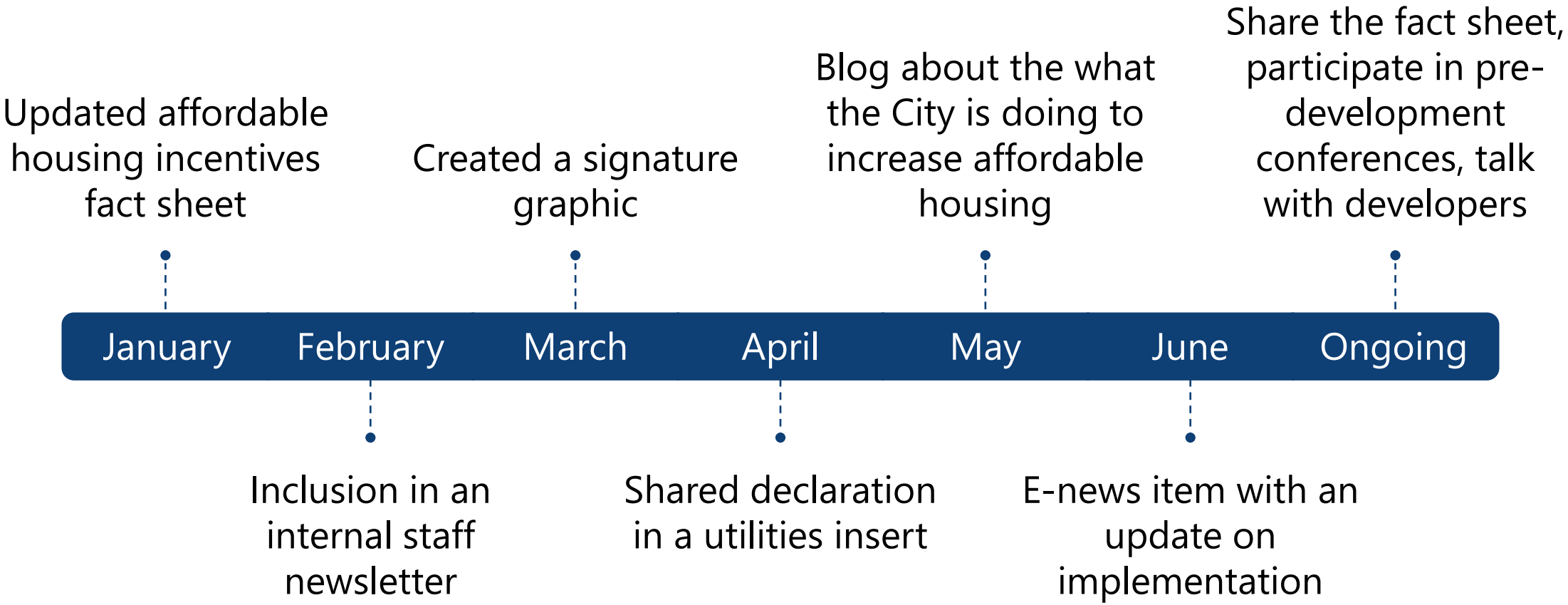
1. Priority in permitting
2. Access to specialized staff assistance
3. Waive or defer city requirements
4. Permit fee grant
5. Infrastructure assistance grant
6. 1033 tax exchange transaction

Eligibility

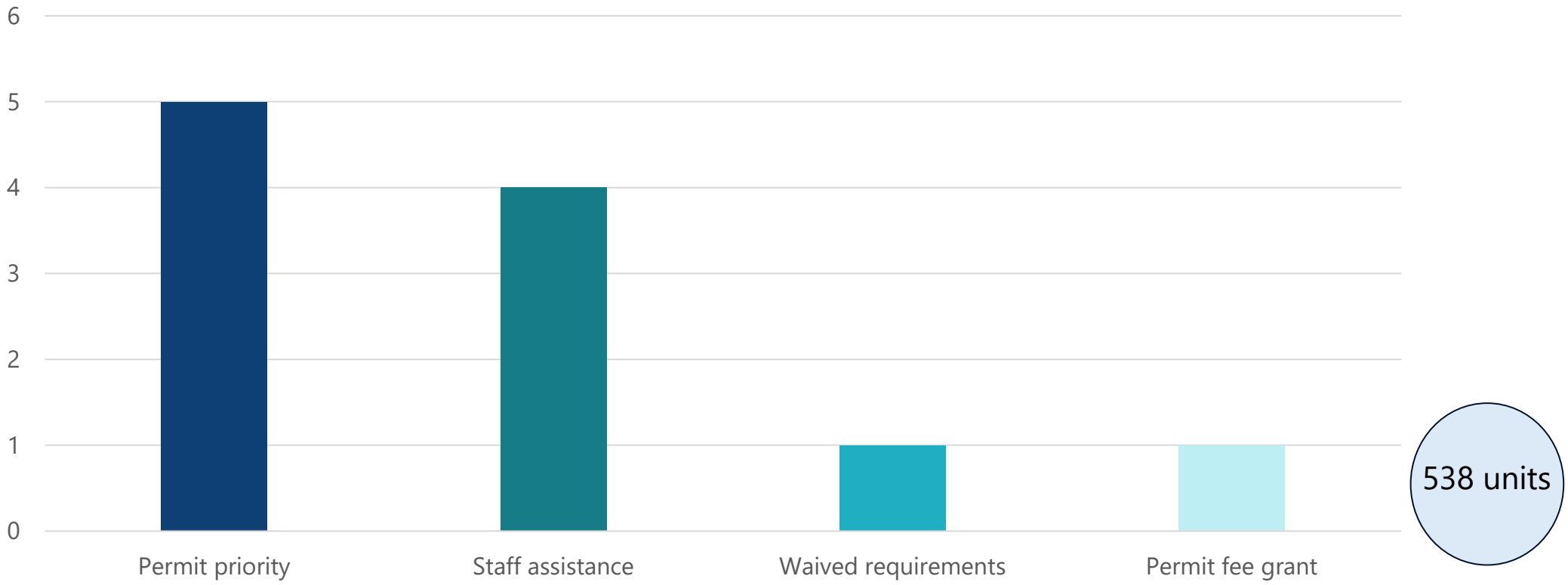
1. All units of a project must be affordable to low-income households
   - Affordable: Housing costs are no greater than 30% of a household's income.
   - Low-income household: The household's annual gross income does not exceed 80% of the Area Median Family Income ($122,800).

2. Restrictive Covenant
   - 25-year affordability period
   - Runs with the land

Communications



Participation



The Gibson

- 505 Union Ave. SE
- 65 units, studios and 1-bds
- Private, local developer
- Commercial to residential adaptive re-use project
- Priority in permitting queue
- 12-Year Multi-Family Property Tax Exemption
- 80% exemption of park and transportation impact fees
- 50% reduction of City and LOTT water connection fees
- Will serve tenants with incomes ≤80% of Area Family Median Income
- In lease-up

Boulevard Rd.

- 3900 Blvd. Rd. SE
- 112 townhomes and neighborhood commercial center
- Homeownership units
- Broke ground on Phase 1, 38 homes
- Non-profit developer
- Will serve homebuyers with incomes ≤80% of Area Family Median Income
- Occurring on land formerly owned by City
- Public space and access to LBA woods
- 80% exemption of park and transportation impact fees
- Priority permitting
- ~8% reduction of LOTT water connection fees
- 50% reduction of City water connection fees

Next Steps

1. Focus on education beginning summer 2026
2. Identify opportunities to collaborate with internal & external partners to bring awareness
3. Evaluate successes and failures and identify process improvements

Extend Declaration

- Current declaration sunsets June 30, 2026.
- LUEC recommended on April 23 extending the declaration to June 30, 2028.

Questions?

Jacinda Steltjes

Housing Manager

jsteltje@ci.olympia.wa.us

Olympia™

City Hall
601 4th Avenue E.
Olympia, WA 98501
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City Council

Approval of an Ordinance to Adopt Code Amendments Related to Olympia Municipal Code Chapters 15.04, 15.08, and 15.16 Related to Park Impact Fees

Agenda Date: 6/16/2026
Agenda Item Number: 4.L
File Number:26-0444

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

Title
Approval of an Ordinance to Adopt Code Amendments Related to Olympia Municipal Code Chapters 15.04, 15.08, and 15.16 Related to Park Impact Fees

Recommended Action
Committee Recommendation:
The Finance Committee recommends approval of an ordinance amending the Olympia Municipal Code (OMC) chapters 15.04, 15.08, and 15.16 related to Park Impact Fees in compliance with State law.

City Manager Recommendation:
Move to approve, on first reading and forward to second reading, an ordinance amending the OMC chapters 15.04, 15.08, and 15.16 related to Park Impact Fees in compliance with State law.

Report
Issue:
Whether approve, on first reading and forward to second reading, an ordinance amending the OMC chapters 15.04, 15.08, and 15.16 related to Park Impact Fees in compliance with State law.

Staff Contact:
Laura Keehan, Director of Parks Planning & Maintenance, Parks Arts and Recreation, 360.570.5855
Tammy LeDoux, Finance & Policy Coordinator, Parks, Arts and Recreation, 360.753.8053

Presenter(s):
None - Consent Calendar Item.

Background and Analysis:
The proposed changes to OMC Chapters 15.04, 15.08, and 15.16 are to update code sections related to the new park impact fee methodology approved by City Council on June 2, 2026. These revisions address administrative updates and clarify existing language.

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

In 2023, the Washington State Legislature adopted Senate Bill 5258, amending RCW 82.02.060 to require park impact fee schedules to reflect the proportionate impact of different housing unit types. The law requires lower park impact fees for smaller housing units based on square footage, number of bedrooms, or trips generated. The City must adopt a compliant methodology within six months of adoption of the Comprehensive Plan, requiring implementation by June 30, 2026.

The City hired FCS Group to scale the current park impact fees to comply with this recent change in State law. The existing methodology determines fees by dwelling type; the proposed methodology shifts the basis of the fee calculation to the dwelling's square footage. An update of the fees is not included as a part of this study as this change is only to the methodology and is intended to be revenue neutral. The next park impact fee rate study will be completed in Fall 2028 after the next Parks Plan is adopted.

Climate Analysis:
Park impact fees pay for park facilities to serve new residential development at urban densities and infill, which is consistent with the City's Comprehensive Plan and is a key climate mitigation strategy.

Equity Analysis:
This new methodology is designed to fairly fund park infrastructure while reducing the cost burden on smaller-sized dwelling units, to support community needs and housing affordability. Also, dwelling units that meet low-income housing criteria are given an 80% discount on their park impact fees in Olympia.

Parks play an important role in the community as places that are free and accessible to the public for social connection and gathering, physical and mental health, and preservation and connection with nature.

Financial Impact:
None identified. The new park impact methodology and subsequent code changes are intended to be revenue neutral.

Neighborhood/Community Interests (if known):
Olympians have shown a strong level of community support for Parks, Arts and Recreation services, as demonstrated by two voted funding measures and strong participation in the development of the Parks Plan. The YES Olympia Parks Coalition was heavily involved in the formation of the Olympia Metropolitan Park District and members continue to take a strong interest in the parks system.

The Olympia Master Builders (OMB) and housing community may have interest in the changes in the code for park impact fees rates. Staff has informed the OMB about the proposed park impact fee methodology change.

Options:
1. Move to approve, on first reading and forward to second reading, an ordinance amending the OMC chapters 15.04, 15.08, and 15.16 related to Park Impact Fees in compliance with State law.
2. Do not approve the proposed Ordinance to amend the Olympia Municipal Code relating to Park Impact Fees. Park Impact Fees would no longer be collected.
3. Take other action.

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

Attachments:
Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON IMPLEMENTING THE REQUIREMENTS OF SENATE BILL 5258 FOR IMPACT FEES; AMENDING OLYMPIA MUNICIPAL CODE SECTIONS 15.04.020, 15.04.040, 15.08.010, AND 15.16.010, RELATING TO IMPACT FEES TO ENSURE CONSISTENCY WITH STATE LAW

WHEREAS, in 2023, the Washington State Legislature passed Senate Bill 5258, amending RCW 82.02.060(1) to require cities to set impact fees based on "the square footage, number bedrooms, or trips generated" in the housing unit in order to produce a proportionally lower impact fee for smaller housing units and that such proportional fees be in effect six months after the City's next periodic comprehensive plan update; and

WHEREAS, the changes adopted in SB 5258 necessitate updates to Olympia Municipal Code (OMC) to ensure consistency; and

WHEREAS, the City adopted the Comprehensive Plan update by Ordinance 7453 on December 16, 2025 and took effect on January 1, 2026; and

WHEREAS, the City Council determined at their Council meeting held on June 2, 2026, that the methodology to set park impact fee rates should be based on residential unit square footage; and

WHEREAS, this Ordinance is adopted pursuant to Article 11, Section 11, of the Washington Constitution;

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

Section 1. Amendment of OMC 15.04.020. Olympia Municipal Code Section 15.04.020 is hereby amended to read as follows:

15.04.020 Definitions

The following words and terms have the following meanings for the purposes of this title, unless the context clearly requires otherwise. Terms ~~otherwise~~ not defined ~~herein~~ in this section are defined pursuant to RCW 82.02.090 or given their usual and customary meaning.

A. "Accessory Dwelling Unit" means ~~a dwelling unit that has been added onto, created within, or separated from a single-family detached dwelling for use as a complete independent living unit with provisions for cooking, eating, sanitation, and sleeping~~a dwelling unit located on the same lot as a principal unit (as defined in OMC 18.02.180(P)). ADUs can be attached to, within, or detached from the principal unit.

B. "Building Permit" means an official document or certification which is issued by the Building Official and which authorizes the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, demolition, moving, or repair of a building or structure.

C. "Capital Facilities" means the facilities or improvements included in a capital budget or capital facilities plan.

D. "Capital Facilities Plan" means the capital facilities plan element of a comprehensive plan adopted by the City of Olympia pursuant to chapter 36.70A RCW, and such plan as amended.

E. "City" means the City of Olympia.

F. "Council" means the City Council of the City of Olympia.

G. "Concurrent" or "Concurrency" means that the improvements are in place at the time the impacts of development occur, or that the necessary financial commitments are in place, which include the impact fees anticipated to be generated by the development, to complete the improvements necessary to meet the specified standards of service defined in the Parks Study, the Transportation Study, the Olympia School District Schools Study, and the North Thurston School District Capital Facilities Plan within 10 years of the time the impacts of development occur.

H. "Department" means the Department of Community Planning and Economic Development.

I. "Development Activity" means any construction, expansion, or change in the use of a building or structure that creates additional demand and need for public facilities.

J. "Development Approval" means any written authorization from the City of Olympia which authorizes the commencement of a development activity.

K. "Director" means the Director of the Department of Community Planning and Economic Development or the Director's designee.

L. "Downtown" means all properties located within the downtown area, which is currently bounded by: Budd Inlet on the north; Budd Inlet and Capitol Lake on the west; along 14th Avenue extending between Capitol Lake and Capitol Way, then east on 14th Avenue extending to Interstate 5 on the south; Eastside Street on the east; and along Olympia Avenue in a westerly direction reconnecting with the Budd Inlet on the north, including properties owned by the Port of Olympia, as shown in Figure 15-04-1.

M. "Dwelling Unit" means ~~a single unit providing complete and independent living facilities for one or more persons, including permanent facilities for living, sleeping, eating, cooking, and sanitation needs~~a residential living unit that independently provides complete living facilities for one or more persons and that includes permanent provisions for living, sleeping, eating, cooking, and sanitation.

N. "Encumbered" means to reserve, set aside, or otherwise earmark the impact fees in order to pay for commitments, contractual obligations, or other liabilities incurred for public facilities.

O. "Feepayer" is a person, collection of persons, corporation, partnership, an incorporated association, or any other similar entity, or department or bureau of any governmental entity or municipal corporation commencing a land development activity which creates the demand for additional capital facilities, and which requires the issuance of a building permit. "Feepayer" includes an applicant for an impact fee credit.

P. "Gross Floor Area" or "GFA" means the total square footage of any building, structure, or use, including accessory uses.

Q. "Gross Leasable Area" or "GLA" means the total square footage of leasable space in any building, structure, or use, including accessory uses. This does not include common spaces like lobbies, elevator shafts, stairwells, etc.

R. "Hearing Examiner" means the Examiner who acts on behalf of the Council in considering and applying land use regulatory codes as provided under chapter 18.82 OMC. Where appropriate, "Hearing Examiner" also refers to the office of the hearing examiner.

S. "High Density Corridor" or "HDC" only includes HDC-1, HDC-2, HDC-3 land use zoning areas and has the same meaning as set forth in OMC 18.06.020(B)(10), (11), and (12).

T. "Impact fee" means a payment of money imposed by the City of Olympia on development activity pursuant to this title as a condition of granting development approval in order to pay for the public facilities needed to serve new growth and development. "Impact fee" does not include a reasonable permit fee, an application fee, the administrative fee for collecting and handling school impact fees, the cost of reviewing independent fee calculations, or the fee for deferring payment of impact fees.

U. "Impact Fee Account" or "Account" means the account(s) established for each type of public facility for which impact fees are collected. The Accounts are established pursuant to OMC 15.04.100 and OMC 15.04.110 and must comply with the requirements of RCW 82.02.070.

V. "Alternative and Independent Fee Calculation" means the park impact calculation, the school impact calculation, the transportation impact calculation, or economic documentation prepared by a feepayer, to support the assessment of an impact fee other than by the use of schedules in chapter 15.16 OMC, or the calculations prepared by the Director or the Olympia School District or the North Thurston School District where none of the fee categories or fee amounts in the schedules in chapter 15.16 OMC accurately describe or capture the impacts of the new development on public facilities.

W. "Interest" means the average interest rate earned by the City of Olympia, or the Olympia School District, or the North Thurston School District with respect to school fees, in the last fiscal year, if not otherwise defined.

X. "Interlocal Agreement" or "Agreement" means the school interlocal agreement by and between the City of Olympia and the Olympia School District and the school interlocal agreement by and between the City of Olympia and the North Thurston School District, as authorized in OMC 15.04.110 herein.

Y. "Living Space" means the total square footage of a ~~residential~~ dwelling unit, excluding garages and accessory structures.

~~Y~~Z. "Low-income housing" means housing for which the ~~with a~~ monthly housing expense of the occupant(s), ~~that~~ is no greater than thirty percent of eighty percent of the median family income, adjusted for family size, for ~~the county where the project is located~~Thurston County, as reported by the United States department of housing and urban development.

~~Z~~AA. "North Thurston School District" means the North Thurston School District No. 3.

~~AA~~BB. "North Thurston School District Capital Facilities Plan" means the North Thurston School District No. 3's capital facilities plan, as the same may be amended or updated.

~~BB~~CC. "Occupancy Permit" means the permit issued by the City of Olympia where a development activity results in a change in use of a pre-existing structure.

~~CC~~DD. "Olympia School District" means the Olympia School District No. 111, Thurston County, Washington.

~~DD~~EE. "Open Space" means for the purposes of this title undeveloped public land that is permanently protected from development (except for the development of trails or other passive public access or use).

~~EE~~FF. "Owner" means the owner of record of real property, or a person with an unrestricted written option to purchase property; provided that, if the real property is being purchased under a recorded real estate contract, the purchaser is considered the owner of the real property.

~~FF~~GG. "Parks" means parks, open space, and recreational facilities, including ball fields, golf courses, athletic fields, soccer fields, swimming pools, tennis courts, volleyball courts, neighborhood parks, community parks, special use parks, trails, and open space.

~~GG~~HH. "Parks Study" means the City of Olympia Park Impact Fee Study dated October 2022, and as amended.

~~HH~~II. "Planned Residential Development" or "PRD" has the same meaning as set forth in chapter 18.56 OMC.

~~II~~JJ. "Project Improvements" means site improvements and facilities that are planned and designed to provide service for a particular development or users of the project and are not system improvements. No improvement or facility included in a capital facilities plan adopted by the Council may be considered a project improvement.

~~JJ~~KK. "Proportionate share" means that portion of the cost of public facility improvements and facilities that are reasonably related to the service demands and needs of new development. The proportionate share will be calculated by the methods required by RCW 82.02.060, and as set forth in the Park Rate Study.

~~JJ~~LL. "Public Facilities" means the following capital facilities owned or operated by the City of Olympia or other governmental entities: (1) publicly owned parks, open space, and recreational facilities; (2) public streets and roads; and (3) public school facilities.

~~KK~~MM. "Residential" or "Residential Development" means all types of construction intended for human habitation. This includes single-family, duplex, triplex, and other multifamily development.

~~LL~~NN. "Olympia School District Schools Study" means the "Olympia School District - Rate Study for Impact Fees for School Facilities, 1994," and as amended.

~~MM~~OO. "Senior Housing Development" means a residential development of 10 units or more that is occupied exclusively by residents 55 years of age or older. In order to qualify for the "Senior Development" impact fee rate, a restrictive covenant is required to be placed on the deed limiting the development to residents 55 years of age or older.

~~NN~~PP. "Single Room Occupancy ~~Dwelling~~Unit" means a housing type consisting of one room, with private or shared bathroom facilities and cooking facilities that are either in the room or shared.

~~OO~~QQ. "Square Footage" means the square footage of the gross floor area of the development.

~~PP~~RR. "State" means the State of Washington.

~~QQ~~SS. "System Improvement" means a public facility that is included in the City of Olympia's capital facilities plan, the Olympia School Study, or the North Thurston School District Capital Facilities Plan and that ~~are~~ is

designed to provide service to service areas within the community at large, in contrast to project improvements.

~~RR~~TT. "Transportation Study" means the City of Olympia Multimodal Transportation Impact Fee Rate Study dated October 2020, and as amended.

Section 2. Amendment of OMC 15.04.040. Olympia Municipal Code Section 15.04.040 is hereby amended to read as follows:

15.04.040 Assessment of impact fees

A. The City shall impose and collect impact fees, based on the schedules in chapter 15.16 OMC, or an alternate fee calculation as provided for in OMC 15.04.050, and the applicable interlocal agreements pursuant to OMC 15.04.110, from any applicant seeking development approval from the City for any development activity within the City, where such development activity requires the issuance of a building or occupancy permit. This includes the development of residential, commercial, retail, office, and industrial land, and includes the expansion of existing uses that creates a demand for additional public facilities, as well as a change in existing use that creates a demand for additional public facilities. Per RCW 36.70A, for each category of impact fees, the impact fees imposed on Accessory Dwelling Units may not exceed 50 percent of those assessed for a single-family residence or principal unit on the same lot.

B. The Director shall determine whether a particular development activity is subject to impact fees under this chapter. The Director shall make such determination in writing and such determination is subject to appeal under the procedures set forth in OMC 18.70.170.

C. The following development activities are not subject to some or all impact fees:

1. Alteration of an existing nonresidential structure that does not expand the usable space or add any residential units is not subject to transportation, park, or school impact fees.

2. Miscellaneous improvement, including fences, walls, swimming pools, mining, dredging, filling, grading, paving, excavation or drilling operations, and signs is not subject to transportation, park, or school impact fees.

3. Demolition or moving of a structure is not subject to transportation, park, or school impact fees.

4. Expansion of an existing structure that results in the addition of 120 square feet or less of gross floor area, or in the case of park impact fee calculation, living space, is not subject to transportation, park, or school impact fees.

5. Replacement of a structure with a new structure of the same size and use at the same site or lot when such replacement occurs within 72 months of the demolition or destruction of the prior structure is not subject to transportation, park, or school impact fees. Replacement of a structure with a new structure of the same size must be interpreted to include any structure for which the gross square footage of the building will not be increased by more than 120 square feet. However, any additional residential unit that is created in the replacement is subject to park, transportation, and school impact fees, and any additional gross floor area greater than 120 square feet added in the replacement is subject to transportation impact fees.

6. The creation of an accessory dwelling unit is not subject to school impact fees.

7. A single room occupancy dwelling is not subject to school impact fees.

8. A change in use where the increase in trip generation is less than the threshold stated in OMC 15.04.040(E) is not subject to transportation impact fees.

9. Expansion of an existing residential structure that does not increase the number of residential units is not subject to school impact fees.

D. Applicants seeking development approval from the City for residential developments where the property is located outside the boundaries of the Olympia School District are not required to pay the school impact fee set forth in OMC 15.16.030. Applicants seeking development approval from the City for residential developments where the property is located outside the boundaries of the North Thurston School District are not required to pay the school impact fee set forth in OMC 15.16.030.

E. Where a change in use triggers review under the State Environmental Policy Act or increases the trip generation by more than five percent or 10 peak hour person trips, whichever is less, the Director shall calculate a transportation impact fee based on the increases in the trip generation rate.

F. The Director shall assess impact fees at the time the complete building permit application is submitted for each unit in the development, using either the impact fee schedules then in effect or an independent fee calculation, at the election of the applicant and pursuant to the requirements set forth in OMC 15.04.050.

G. An applicant that has been awarded credits prior to the submittal of the complete building permit application pursuant to OMC 15.04.070, shall submit, along with the complete building permit application, a copy of the letter or certificate prepared by the Director pursuant to OMC 15.04.070 setting forth the dollar amount of the credit awarded. Impact fees, as determined after the application of appropriate credits, are collected from the feepayer at the time the building permit is issued or prior to final building inspection as set forth in subsection (H) of this section.

H. Where the impact fees imposed are determined by the square footage of the development, the impact fee is based on the size and type of structure proposed to be constructed on the property. If the final square footage of the development is in excess of the initial square footage set forth in the building permit, any difference will be adjusted at the time that a certificate of occupancy is issued or the time that the building is occupied, using the rate schedule in effect at the time of permit application.

I. Except as provided in subsection (J) of this section, the Department shall not issue a building permit unless and until the impact fees required by this chapter, less any permitted exemptions, credits, or deductions, have been paid.

J. Impact fee payments may be deferred until prior to the City conducting a final building inspection. An applicant or legal owner of the property upon which the development activity allowed by the building permit is to occur must sign an Impact Fee Deferral Agreement in a form acceptable to the city attorney. The applicant shall pay a $50 administrative fee, along with fees necessary for recording the agreement in the office of the Thurston County Auditor.

K. In the event that the fees are not paid within the time provided in this section, the City may institute foreclosure proceedings under the process set forth in chapter 61.12 RCW, except as revised herein. The then-present owner shall also pay the City's reasonable attorney fees and costs incurred in the foreclosure process. Notwithstanding the foregoing, the City may not commence foreclosure proceedings less than 30 calendar days

prior to providing written notification to the then-present owner of the property via certified mail with return receipt requested advising of its intent to commence foreclosure proceedings. If the then-present owner cures the default within the 30-day cure period, no attorney fees or costs will be owed. In addition, the City retains its full authority to withhold inspections and to suspend, revoke, or refuse to issue occupancy and other building permits and to commence enforcement actions due to non-payment of impact fees.

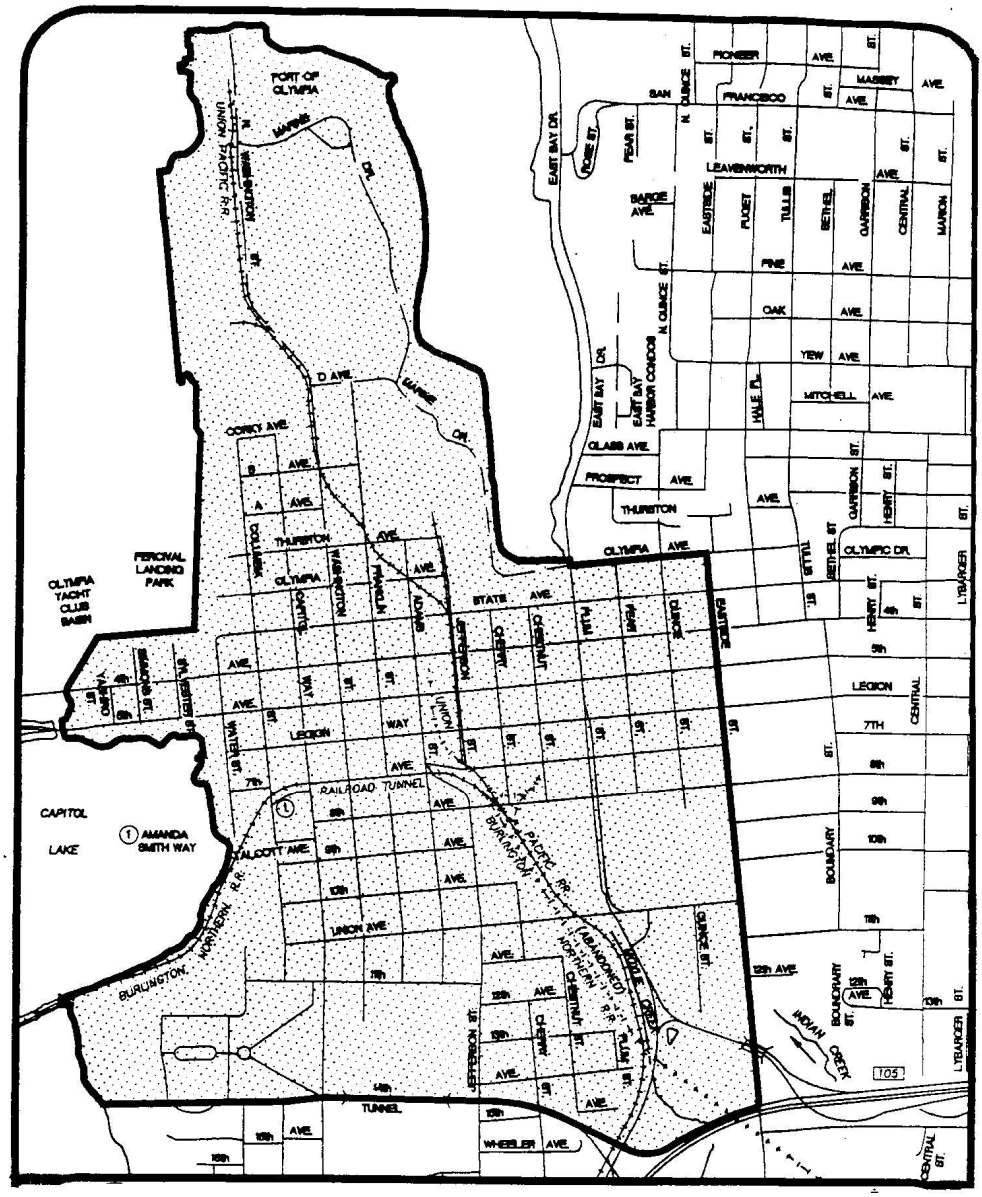


FIGURE 15-04-1

Downtown Deferred Impact Fee Payment Option Area

(Grey Shaded Area Only)

Note: This map is for illustrative purposes only.

For exact description of area, see Section 15.04.020 Definitions.

Section 3. Amendment of OMC 15.08.010. Olympia Municipal Code Section 15.08.010 is hereby amended to read as follows:

15.08.010 Park impact fee

A. The park impact fee set forth in Schedule A (Section 15.16.010), attached to this title, is generated from the formula for calculating impact fees set forth in RCW 82.02.060 and the Parks Study, which is incorporated ~~herein~~ into this title by reference. Except as otherwise provided in Sections 15.04.050, 15.04.060, and 15.04.070, all new residential developments in the City will be charged the park impact fee in Schedule A (Section 15.16.010).

B. The park impact fees in Schedule A will be reviewed annually to consider adjustments to the fees to account for increased costs of labor, construction materials and real property. The City Council intends that such review should occur concurrently with the annual review of the Capital Facilities Plan element of the City's Comprehensive Plan.

Section 4. Amendment of OMC 15.16.010. Olympia Municipal Code Section 15.16.010 is hereby amended to read as follows:

15.16.010 Schedule A, Park Impact Fees

For the purposes of calculating park impact fees, ~~For complete building permit applications,~~ "~~L~~living s~~S~~pace" means the total square footage of a ~~residential~~ dwelling unit, excluding garages and accessory structures. Per RCW 36.70A, for each category of impact fees, the impact fees imposed on Accessory Dwelling Units may not exceed 50 percent of those assessed for a ~~single-family residencet or~~ principal unit on the same lot. ~~t~~The following schedule applies to residential development:

Land Use	Unit of Measure	Rate
Residential Unit	~~Habitable~~ Living Space square footage~~t~~	$3.92 with minimum fee/unit $3,187.93 and maximum fee/unit $13,720.00

~~Housing Type:~~

~~TYPE OF DWELLING UNIT~~

~~Single Family including Manufactured Homes on individual lots, Townhouses $6,995~~

~~Multi Family including Apartments, Duplex, Triplex, Fourplex, Cottage Housing, and Courtyard Apartments $5,991~~

~~Units in Senior Housing Developments (including single family units) $5,991~~

~~Mobile Home in Mobile Home Parks $5,230~~

~~Single Room Occupancy Units, Studios, Accessory Dwelling Units $2,991~~

~~Downtown Multi Family (including apartments, Duplex, Triplex, Fourplex, Cottage Housing, Courtyard Apartments) and Townhouses $4,709~~

Section 5. 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 6. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances remains unaffected.

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

Section 8. Effective Date. This Ordinance takes effect July 1, 2026, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
SENIOR DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

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

City Council

Approval of an Ordinance to Adopt Code Amendments Related to Title 10 - Vehicles and Traffic

Agenda Date: 6/16/2026
Agenda Item Number: 4.M
File Number:26-0420

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

Title
Approval of an Ordinance to Adopt Code Amendments Related to Title 10 - Vehicles and Traffic

Recommended Action
Committee Recommendation:
The Land Use and Environment Committee recommend approval of an ordinance adopting Code Amendments related to Title 10 - Vehicles and Traffic.

City Manager Recommendation:
Move to approve, on first reading and forward to second reading, an ordinance to adopt Code Amendments related to Title 10 - Vehicles and Traffic.

Report
Issue:
Whether to approve, on first reading and forward to second reading, an ordinance to adopt Code Amendments related to Title 10 - Vehicles and Traffic.

Staff Contact:
Casey Schaufler, Associate Planner, Community Planning and Economic Development, 360.753.8254

Presenter(s):
None - Consent Calendar Item.

Background and Analysis:
Staff regularly propose amendments to the Olympia Municipal Code (OMC) to make updates, corrections, and clarifications, including amendments necessary to comply with new state requirements. During the multi-year Comprehensive Plan update process, staff identified several areas of the code that warranted future amendment but deferred work on those items until completion of the Comprehensive Plan update.

During that same timeframe, the Washington State Legislature adopted new laws requiring local code amendments. Due to statutory timelines included in some of the legislation, several of the required

amendments are highly specific and must be adopted within six months of the Comprehensive Plan update. As a result, some of the proposed code amendments must be completed by the end of June of this year.

This set of proposed amendments affects several different Titles within the OMC. The amendments originate from a variety of sources and operational needs. Some were requested by the Olympia Fire Department and relate to Title 16 (Buildings and Construction). Others were proposed by the City's Historic Preservation Planner and development review planners within the Community Planning and Development Department, affecting Title 10 (Vehicles and Traffic) and Title 18 (Unified Development Code). Additional amendments are necessary to comply with new state requirements and affect Title 17 (Subdivisions) and Title 18 (Unified Development Code).

Because several years passed without a comprehensive package of code amendments, and due to the need to address both accumulated updates and new state mandates, the 2026 amendment package is relatively extensive. In total, the package includes more than 40 proposed amendments that would modify four Titles in the OMC.

To improve organization and readability, staff arranged the amendments generally in the order in which they appear in the OMC. Each proposal is identified by number and includes the relevant code citation and topic area. Amendments are grouped by Title, and within each Title, proposals are organized by chapter and section order. To reduce the overall length of the document, only the specific subsections proposed for amendment are included.

To assist members of the public in understanding the purpose of each proposal and identifying which amendments are required by state law, staff also prepared a companion review document.

Planning Commission
The Planning Commission received a briefing on the proposed amendments in March and held a public hearing in April. No written comments were submitted, and no members of the public provided testimony during the hearing.

Following deliberation, the Planning Commission recommended approval of the amendments as proposed. During discussion, the Commission considered issues related to ground-floor retail requirements and the limitations those requirements may create for housing development in certain areas of Downtown Olympia. This language was not specifically proposed for amendment, but Commissioners are aware of it, the City's vacancy study work, and upcoming requirements for allowing ground-floor residential units in most of the City.

Ultimately, the Commission recommended revisiting the issue later this year as part of the implementation of SB 6026 and other forthcoming state requirements that may further limit local ground-floor commercial requirements. The Commission also recommended that future discussion be informed by the findings of the recent commercial vacancy study.

Land Use and Environment Committee
The Committee considered the proposed amendments at its meeting in May. The Committee recommends approval of the code amendments as proposed and understands the issues raised by the Planning Commission. Planning Commission Chair, Greg Quetin, was present to summarize the Commission's deliberations and answer questions.

Climate Analysis:
These proposed amendments are relatively minor or additions to the code to address new state requirements. Staff do not believe these amendments will have a significant impact on climate-related issues, either positively or negatively. Some of the amendments to implement new requirements do support urban land uses and the retrofitting of existing buildings being converted to residential uses that meet newer, more stringent, energy code requirements. These measures will provide some support for our community's efforts to reduce emission of greenhouse gases.

Equity Analysis:
These amendments are likely to only have a minimal effect on equity issues. Some of the amendments will provide support for the conversion of existing structures into residential uses. This could provide greater housing supply, which may help slow, or potentially reduce, the cost of housing for renters. If such projects are taken in areas where other incentives for multifamily housing exist, this could make housing projects more likely to occur.

Neighborhood/Community Interests (if known):
Staff received some questions regarding the proposed amendments when they were first issued in late February. Those questions led to the development of the review companion document and appear to have answered those questions. No additional inquiries were made and no public comments were received.

Options:
1. Move to approve, on first reading and forward to second reading, an ordinance to adopt Code Amendments related to Title 10 - Vehicles and Traffic.
2. Move to approve, on first reading and forward to second reading, an ordinance to adopt Code Amendments related to Title 10 - Vehicles and Traffic with revisions.
3. Do not adopt an ordinance for Code Amendments related to Title 10 - Vehicles and Traffic.

Financial Impact:
Funding for this work was supported through the department's existing base budget.

Attachments:
Ordinance
Proposed Code Amendments
Companion Review Document
Planning Commission Recommendation Letter

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING TITLE 10, VEHICLES AND TRAFFIC, OF THE OLYMPIA MUNICIPAL CODE, RELATED TO MISCELLANEOUS CODE AMENDMENTS

WHEREAS, on February 23, 2026, the City of Olympia Community Planning and Economic Development Department proposed multiple minor amendments to various chapters of the Olympia Municipal Code, including in Title 10, Vehicles and Traffic (the Proposed Amendments); and

WHEREAS, Notice of Application for the Proposed Amendments was routed to all Recognized Neighborhood Associations within the City of Olympia and to the Council of Neighborhoods Association on February 23, 2026; and

WHEREAS, on February 23, 2026, the Proposed Amendments were sent to the Washington State Department of Commerce Growth Management Services with the Notice of Intent to Adopt Development Regulation amendments as required by RCW 36.70A.106 and no comments were received from state agencies during the comment period; and

WHEREAS, on March 2, 2026, the Olympia Planning Commission received a briefing on the Proposed Amendments; and

WHEREAS, on March 11, 2026, the City of Olympia issued a Determination of Non-Significance pursuant to the State Environmental Policy Act (SEPA) on the Proposed Amendments; and

WHEREAS, on March 25, 2026, notice of the public hearing for the Proposed Amendments was provided to all Recognized Neighborhood Associations with the City of Olympia pursuant to Chapter 18.70 OMC, Public Notification; and

WHEREAS, on March 25, 2026, notice of the public hearing for the Proposed Amendments was provided to all Parties of Record pursuant to Chapter 18.70 OMC, Public Notification; and

WHEREAS, on March 27, 2006, a legal notice was published in *The Olympian* newspaper regarding the date of the Olympia Planning Commission's public hearing on the Proposed Amendments; and

WHEREAS, on April 6, 2026, the Olympia Planning Commission received a briefing, held a public hearing, and deliberated the Proposed Amendments; and

WHEREAS, there were no written or oral public comments or testimony received on the Proposed Amendments; and

WHEREAS, following the public hearing and deliberations, on April 6, 2026, the Planning Commission provided to the City Council its recommendation to amend multiple chapters in the Olympia Municipal Code (OMC), including in Title 10, Vehicles and Traffic; and

WHEREAS, the Proposed Amendments are consistent with the Olympia Comprehensive Plan and other chapters of Title 18 OMC; and

WHEREAS, the Proposed Amendments have been reviewed pursuant to the Rezones and Text Amendments process outlined in Chapter 18.70 OMC; and

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

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

Section 1. Amendment of OMC 10.18.010. Olympia Municipal Code Subsection 10.18.010 is hereby amended to read as follows:

10.18.010 Definitions

For purposes of this chapter, the following terms ~~shall be~~are defined as follows, unless a different meaning is expressly provided:

A. "Commercial vehicle" includes any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire.

B. "Residential area" means those areas of the city zoned ~~R1, R2, or RMH~~ primarily for residential uses pursuant to Title 18 of this code.

C. "Trailer" includes every vehicle without motor power designed for being drawn by or used in conjunction with a motor vehicle, constructed so that no appreciable part of its weight rests upon or is carried by such motor vehicle; provided that the term ~~shall~~ does not include recreational vehicles such as travel trailers.

D. "Truck" includes any motor vehicle designed primarily for the transportation of property.

Section 2. Olympia Municipal Code. Copies of the Olympia Municipal Code are and must be retained on file with the office of the City Clerk.

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

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

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

Section 6. Effective Date. This Ordinance takes effect five days after passage and publication, as provided by law.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
_____
DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

City of Olympia
Proposed Code Amendments for 2026

March 2026

The City of Olympia is proposing amendments to the Olympia Municipal Code (OMC). These amendments are relatively minor in scope and are proposed to help clean up the code or add clarification. The proposal includes changes to Title 10 - Vehicles and Traffic; Title 16 – Buildings and Construction; Title 17 - Subdivisions; and Title 18 - Unified Development Code.

Each Title has Chapters, each Chapter has sections, and most sections have subsections. Headers have been used to help identify which Title and Chapter is proposed for revision. Each proposal is separately numbered and identified. Proposed amendments are shown at the subsection level of each section of the chapter.

The existing code can be viewed online at: https://www.codepublishing.com/WA/Olympia/?OlympiaNT.html. Click on the + sign to open up Titles, Chapters, and Sections.

Existing and unchanged code language is shown in regular text (with hyperlinks in the existing code usually shown in blue underlined text). Proposed new text is shown as red and underlined text. Text that is proposed to be deleted is shown in ~~red and strikethrough text~~.

TITLE 10 – VEHICLES AND TRAFFIC

Proposal 1: Chapter 10.18 – Truck & Trailer Parking in Residential Areas

Section 10.18.010 - Definitions

For purposes of this chapter, the following terms shall be defined as follows, unless a different meaning is expressly provided:

A. "Commercial vehicle" includes any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals or passengers for hire.

B. "Residential area" means those areas of the city zoned ~~R1, R2, or RMH~~ primarily for residential uses pursuant to Title 18 of this code.

C. "Trailer" includes every vehicle without motor power designed for being drawn by or used in conjunction with a motor vehicle, constructed so that no appreciable part of its weight rests upon or is carried by such motor vehicle; provided that the term shall not include recreational vehicles such as travel trailers.

D. "Truck" includes any motor vehicle designed primarily for the transportation of property.

TITLE 16 – BUILDINGS AND CONSTRUCTION

Proposal 2: Chapter 16.32 – Fire Code

Section 16.32.020 – Definitions

For the purposes of this chapter:

A. Corporation Counsel. Whenever "corporation counsel" is used in the International Fire Code, it means the city attorney of the city of Olympia.

B. Jurisdiction. Whenever "jurisdiction" is used in the International Fire Code, it means the city of Olympia.

~~C. For the purpose of this chapter, whenever the term "bulk storage" is used in the International Fire Code, it means a single or multiple container exceeding 124 gallons (472.3L) water capacity.~~

Proposal 3: Chapter 16.32 – Fire Code

Section 16.32.050 – Access roadways for fire apparatus
Subsection A

A. Every building hereafter constructed shall be accessible to fire department apparatus by way of access roadways constructed to the standards contained in the Development Guidelines and Public Works Standards adopted by reference in this code, and capable of supporting the imposed loads of fire apparatus and having a minimum of 13' 6" of vertical clearance. All required roadways in excess of 150' that dead end shall have a turnaround area with a minimum inside radius of 30' with a minimum of 20' unobstructed roadway measured from any point on the perimeter. In addition, all required access roadway grades shall conform to the following:

1. Positive transition grades shall be no greater than ten percent in 20' measured at any point. Steeper grades in 20' behind the sidewalk may be allowed if profiles are submitted to the engineering and fire departments for approval, including a design grade that will allow clearance for fire apparatus.

2. Negative transition grades shall be no greater than eight percent for a distance of 12'. Steeper grades in 12' behind the sidewalk may be allowed if profiles are submitted to the engineering and fire departments for approval, indicating a clearance for fire apparatus.

3. Roadway and driveway surfaces shall be all weather (one layer of asphalt over approved base per City of Olympia Engineering Design Standards) prior to the commencement of vertical combustible construction.

~~Exception: When there are not more than two group R, Division 3 or M occupancies, as defined in the building code, the requirement of this section may be modified when, in the opinion of the chief, firefighting or rescue operations would not be impaired.~~

Proposal 4: Chapter 16.32 – Fire Code

Section 16.32.053 – Chapter 9, ~~Section 904 Amended~~Commercial Type Hoods

Proposal 5: Chapter 16.32 – Fire Code

Section 16.32.090 – Deletions

The following sections of the current adopted International Fire Code shall not be considered part of the Olympia fire code: ~~are deleted from the International Fire Code, 2016 Edition, and shall not be considered part of the Olympia fire code:~~ Appendix A; Appendix C; ~~Appendix D907.3;~~ Appendix J.

Proposal 6: Chapter 16.44 – Alarm Code

Section 16.44.060 (B) – General Regulations

B. Plans. All digital fire alarm system plans shall be submitted to the city for review and shall be approved prior to a permit being issued. Digital plans showing the location of all alarm equipment and detailed specifications on each type of device in the system shall be included and consist of the following:

1. Floor layout showing all rooms and spaces including accurate measurements.

2. Identification of each room or space, i.e., office, lobby, attic, etc.

3. Details of ceiling height and construction type.

4. Location of each system component using the appropriate symbol.

5. Explanatory notes and legend to lend clarity to the plan and identify the manufacturer and model number of each alarm component used.

6. A wiring schematic clarifying type and size of wiring, which must comply with NFPA 70, and a point to point wiring diagram.

7. A copy of the technical specifications, to include battery calculations, for each component used in the makeup of the automatic fire alarm system. If the components are not all from the same manufacturer, UL cross listing compatibility cards are required.

8. Battery and voltage drop calculations.

9. Plans shall be submitted to the City of Olympia for review and approval prior to commencement of work.

10. Submit digital plans and component specifications. Plans must show locations and type of each device in the system. Said plans shall include accurate measurements.
11. A plan check fee calculated under OMC Section 4.36.010 shall be paid to the City of Olympia at time of submittal of plans.

12. When a system is installed with automatic detection, such detection shall be provided in all rooms and areas including concealed spaces and attics. Attic spaces, above ceiling spaces, and outside storage units on apartment buildings shall have fixed temperature detection. Automatic detection shall include the attic space of NFPA 13R sprinkled structures. Exception: Buildings protected by an approved NFPA 13 fire sprinkler system, automatic detection is not required in attic space.

13. All components shall be low voltage direct current and compatible with the remainder of the system.

14. All components and wiring shall be supervised for defective devices, grounds, or breaks including annunciator, Emergency Responder Radio Coverage systems and Smoke Control systems if provided.

15. All components shall be listed by a national testing agency for the use intended.

16. All systems shall be provided with battery backup and battery charger.

17. All systems shall have a monitoring, maintenance, and testing contract, to become effective on the date of final acceptance. No final approvals will be scheduled until such contracts are received by the Olympia Fire Department.

18. All systems shall have the fire alarm control panel be readily visible for arriving personnel or be provided with a remote annunciator. Such equipment shall be located so as to be protected from exposure to the elements.

19. All systems which are required to be extended to an alarm receiving agency shall transmit system trouble signals of any kind as well as alarms, including but not limited to: phone line supervision, battery trouble and line supervision. They shall transmit fire condition over trouble if the trouble is of such nature that it does not disable the entire system. The alarm receiving agency shall be U.L., F.M., or NFPA listed for commercial fire.

20. All systems shall have local audible trouble and audio/visual alarm signal devices. Audio/visual devices shall be sufficient in number and type to provide a minimum of 60 db in the most remote area. In commercial structures, audibility shall be a minimum of 15 db over the ambient noise level of the area served. When the control

panel is located remote to occupied areas, it shall, in addition to the panel trouble device, be provided with a remote trouble audible device in an area which is normally occupied. This device shall be labeled "Fire Alarm System Trouble."

21. ~~Manual fire alarm stations shall be located within 5 feet of all required exits on each floor level and from the structure.~~ Manual fire alarm stations in sprinklered buildings may be reduced to one in the sprinkler riser room and one in a constantly monitored location.

22. All alarm systems installed in a sprinklered structure shall include a zone for master water flow and shall supervise all sprinkler controlling valves. When a structure is provided with a zoned sprinkler system, the alarm shall be zoned in accordance with the sprinkler coverage zones.

23. All systems shall be inspected and tested thoroughly by the installer who shall submit a record of completion. Failure of a system to meet NFPA72 performance standards and standards found in this Chapter shall be a basis for additional inspection fees after the second final inspection.

24. All systems final acceptance is subject to wiring inspection (by electrical inspector), supervisory tests and proper functioning of all components. No Certificate of Occupancy shall be granted for the structure until satisfactory acceptance tests are accomplished.

25. Apartment buildings and townhomes shall have a single station smoke/carbon monoxide alarm in every unit and strobe centrally located in accessible units. There shall be a low frequency sounder in every sleep room with exception of studio apartment units.

26. ~~Smoke detectors shall be placed in all corridors and rooms which are intervening exit pathways.~~Corridor smoke detection is not required in Group R occupancies protected throughout with an NFPA 13 automatic sprinkler system equipped with quick-response heads. Sprinkler waterflow shall serve as the required initiating device. Smoke detection shall be provided only where required for specific system functions such as elevator recall, fire alarm control equipment rooms, mechanical rooms, and other hazard rooms. The Fire Chief or Fire Code Official is authorized to require corridor smoke detection where unique hazards, building configuration, or operational considerations create a demonstrated need for additional early warning not otherwise provided by the automatic sprinkler system.

27. A smoke detector shall be provided within six feet of fire alarm panel and other fire alarm control equipment which are in unattended locations.

TITLE 17 – SUBDIVISIONS

Proposal 7: Chapter 17.31 – Lot Splitting

Chapter Contents
17.31.010 Application Type and Process
17.31.020 Lot Splitting Definitions
17.31.030 Requirements

Section 17.31.010 – Application Type and Process

A. A lot split is a type of short subdivision under OMC 17.32 and is considered a Type II application under OMC 18.70. A lot split application may be reviewed concurrently with the review of a residential building permit to create new middle housing or single-family housing.

B. The application process for a residential lot to be split requires only an administrative decision, through which the application is reviewed, approved, or denied by the Director or Director's designee based on applicable clear and objective development standards, with no public hearings, nor any design review, if applicable, other than administrative design review.

Section 17.31.020 – Lot Splitting Definitions

For the purposes of this section, the following definitions apply unless the context clearly requires otherwise:

A. "Lot split" means the administrative process of dividing an existing lot into two lots for the purpose of sale, lease, or transfer of ownership.

B. "Lot split survey" means the final survey prepared for filing for record with the county auditor and containing all elements and requirements for a lot split under state law and any local regulations.

C. "Newly created lot" means a lot that was created by a lot split under this section.

D. "Parent lot" means a lot that is subjected to a lot split under this section.

Section 17.31.030 – Requirements

A. A new buildable residential lot and residential building permit or permits must be administratively approved and are not subject to administrative appeal if they comply with applicable development standards and the following conditions are met:

1. No more than one newly created lot is created through the administrative lot split;

2. Both the parent lot and the newly created lot meet the minimum lot size allowed under Title 18 OMC;

3. The parent lot was not created through the splitting of a residential lot authorized by this section;

4. The parent lot is located in a residential zone and not in an exclusively nonresidential zone including, but not limited to, zones that are exclusively commercial, retail, agricultural, or industrial;

5. If the lot split would require demolition or alteration of any existing housing that would displace a renter, the applicant must recommend a displacement mitigation strategy that may include, but is not limited to, relocation assistance;

6. The City or other applicable sewer and water purveyors have issued certificates of availability to serve the newly created lot and dwelling units;

7. Access and utility rights are granted or conveyed as necessary on or before recording of the lot split survey to provide access for the maximum number of dwelling units that could be developed on the newly created lot, provided such access rights may be reduced consistent with a city's adopted codes, regulations, or design standards as applicable through review of a subsequent application for a building permit, short subdivision, unit lot subdivision, subdivision application, or short subdivision if less than the maximum number of dwelling units are built on the newly created lot;

8. The Director determines that the application follows all applicable development regulations; and

9. The lot split survey has been approved by the Director and includes a condition on the face of the survey that further lot splits of the parent lot and newly created lot are not authorized by this section.

B. A proposed lot split may be conditioned upon dedication of right-of-way on the parent lot to the extent such dedication is required under applicable codes, regulations, and design standards for the development, short plat, or subdivision of the parent lot absent an administrative lot split.

C. Development of dwelling units on the newly created lot may be conditioned upon construction of frontage improvements to a right-of-way adjacent to either the parent lot or the newly created lot to the extent required under applicable codes, regulations, and design standards.

D. Any construction on the newly created lot is subject to all existing state and local laws including those specified in this section. Nothing in this section modifies the requirements for approval of residential building permits in chapter **19.27** RCW.

E. The City of Olympia may not impose a limit on the total number of dwelling units allowed on the parent lot or newly created lot that is less than the number of dwelling units allowed by the underlying zoning of the parent lot prior to the administrative lot split.

F. Notwithstanding the provisions of this section, lots that are not buildable according to locally adopted development regulations including, but not limited to, critical areas, shorelines, stormwater, setbacks, impervious surface areas, and building coverage standards, are not eligible for a lot split under this section.

G. If a lot split results in a lot of a size that would allow for further land division, the lot is not eligible for a lot split but may be divided under other applicable land subdivision processes.

H. The newly created lot must meet any locally adopted minimum density requirements.

I. The City of Olympia is immune from any liability, loss, or other damage suffered by another that is related to the city's approval of a lot split under RCW 58.17, including if the lot split creates a lot that is later determined to not be buildable.

J. Parent lots and newly created lots approved under this section must have a lot split survey recorded with the county auditor with a notation that future lot splits are not allowed on the lot.

K. An application process or a residential lot to be split under this section is subject to the maximum time period for actions as set forth in OMC 18.70, unless extended pursuant to project-specific mutual agreement as permitted by RCW 36.70B.080.

TITLE 18 – UNIFIED DEVELOPMENT CODE

Proposal 8: Chapter 18.02 – Basic Provisions

Section 18.02.040 – Purpose

It is the purpose of this Development Code to promote the health, safety and general welfare by guiding the development of the city consistent with the comprehensive plan which is, in part, carried out by the provisions of this title. It is further intended to provide regulations and standards which will reduce greenhouse gas emissions, promote renewable energy systems, lessen congestion on the streets, encourage high standards of development, prevent the overcrowding of land, provide adequate light and air, avoid excessive concentration of population and facilitate adequate provisions for transportation, utilities, schools, parks and other public needs.

Proposal 9: Chapter 18.02 – Basic Provisions

Section 18.02.170- Interpretation of terms

C. For the purposes of this title, unless it is plainly evident from the context that a different meaning is intended, certain words and terms are herein defined as follows:

1. The word "shall" or "must" is always mandatory, while the word "should" is not mandatory, and "may" is permissive.

2. Words in the present tense include the future, the singular includes the plural and the plural includes the singular.

3. The word "and" indicates that all connected items or provisions apply.

4. The word "or" indicates that the connected items or provisions may apply singularly or in any combination.

5. The term "either/or" indicates that the connected items or provisions shall apply singularly but not in combination.

6. Where terms are not specifically defined, they shall have their ordinary accepted meanings within the context with which they are used. Webster's Third New International Dictionary of the English Language, Unabridged, ~~Copyright 1986,~~ shall be considered in determining ordinarily accepted meanings.

Proposal 10: Chapter 18.02 – Basic Provisions

Section 18.02.160 – Establishment of Zoning Districts

C. Use District Boundaries.

1. Land use district boundaries, unless otherwise indicated by natural land forms, are intended to follow lot lines or the centerline of streets and alleys as shown on the zoning map. Where the lot line location or street layout on the ground varies from that shown on the zoning map the designations shown on the map shall be applied to carry out the intent and purpose of this title.

2. Land use district boundary lines shall extend parallel from their landward location to a point of intersection at the center of all bodies of water. Bodies of water include the Puget Sound and all rivers, streams, and lakes.

3. If the use district boundary line clearly divides a parcel of land having a single ownership of record ~~at the time this title became effective~~, all such property shall apply all regulations from one of the applicable zones affecting the site. ~~take the least restrictive classification within its general land use classification (residential, commercial, industrial), provided t~~The property ~~is~~ must be developed with a consolidated site plan unless all proposed development is clearly and wholly located on the portion of the lot in

one and only one zoning district. ~~as one unit, and provided that a nonresidential use shall be permitted to extend into a residential use district only if that portion of the property lying within such district has an area less than 4,500 square feet or is of such shape that it cannot be occupied by a residence.~~

4. Except, if the use district boundary line divides a parcel zoned High Density Corridor-4 (HDC-4) which is located between Phoenix Street and Lilly Road, if the parcel of land is under a single ownership of record at the time this title became effective, and if the parcel is deeper than 400 feet as measured from Martin Way or Pacific Avenue, then that portion of the property beyond 400 feet shall have the use and development standards of the General Commercial (GC) zoning district.

Proposal 11: Chapter 18.02 – Basic Provisions

Section 18.02.180- Definitions

Note: Only proposed or revised definitions are included below.

Adjacent. Next to or adjoining something else. Adjacent properties may not share a common boundary if divided by a road or other natural feature. See abutting.

Current Definition of Floor Area Ratio (FAR). The ratio of floor area permitted on a zoning lot to the size of the lot. 1:1 means a one story building can cover the entire buildable area of the lot, except in the Urban Waterfront Housing District, 1 FAR of commercial is allowed, while the remainder of the building (up to the allowed zoning height) must be residential.

State Definition of Floor Area Ratio (FAR). "Floor area ratio" means a measure of development intensity equal to building square footage divided by the developable property square footage. Developable property excludes public facilities and portions of lots with critical areas and critical area buffers as designated in RCW 36.70A.060, except for critical aquifer recharge areas where a single-family detached house is an allowed use provided that any requirements to maintain aquifer recharge are met.

Solar energy system: A device, array of devices, or structural design feature, the purpose of which is to provide for generation or storage of electricity from sunlight, or the collection, storage, and distribution of solar energy for space heating or cooling, daylight for interior lighting, or water heating.

Solar photovoltaic system: A solar energy system that converts solar energy directly into electricity, the primary components of which are solar panels, mounting devices, inverters, and wiring.

Grid-connected solar energy system: A solar photovoltaic system that is connected to an electric circuit served by an electric utility company.

Roof-mounted solar energy system: A solar photovoltaic system mounted on a rack that is ballasted on, or is attached to, the roof of a building or structure. Roof-mount systems are accessory to the primary use.

Ground-mounted solar energy system (Accessory Use): A solar photovoltaic system mounted on a rack or pole that is ballasted on, or is attached to, the ground and the system is accessory to the primary use.

Ground-mounted solar energy system (Primary Use): A solar photovoltaic system mounted on a rack or pole that is ballasted on, or is attached to, the ground and is the primary land use for the parcel(s) on which it is located. Primary use systems are permitted through a discretionary approval process.

Community-scale solar energy system: A solar photovoltaic system that qualifies for the Washington Community Solar Incentives under RCW 82.16.170.

Property Line. Any line bounding the ownership of a parcel of land.

a. Front property line. Any property line separating any parcel of land from the street rights-of- way. In case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line, provided such choice, in the opinion of the ~~Building Official~~Director, will not be detrimental to the existing or future development of adjacent properties. In case of a through lot, both property lines abutting on a street are front property lines. In the case of a lot not abutting a street, the front property line is that line nearest to and roughly parallel with a street, provided that the ~~Building Official~~Director may approve an alternative front line if it will not be detrimental to existing and future development. However, for historic properties or in historic districts, for properties with more than one street frontage the front property line is the one the front door of the house is historically oriented toward, unless otherwise approved by the Director.

b. Rear property line. Any property line that does not qualify as a front or side property line.

c. Side property line. Any property lines that intersect the front property line. These lines may intersect at any angle and be of any length. (See also Yards.)

Proposal 12: Chapter 18.04 – Residential Districts

Section 18.04.040 – TABLES: Permitted and Conditional Uses

TABLE 4.01
Permitted and Conditional Uses

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
District-Wide Regulations							18.04.060 (N,Q)	18.04.060 (N,Q)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N,BB)		18.04.060 (N)	18.04
RESIDENTIAL/HOUSING (Conventional Housing Types) Includes single-family, accessory dwelling units, middle housing, large multifamily, permanent supportive housing, and transitional housing															
Conventional Dwelling Types as defined in OMC 18.02.180 unless listed separately below.	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Table 4.04. 18.04.060; 18.04.080. See 18.04.080 (A) for provisions allowing up to 6 units per lot in some cases.
Large Multifamily dwelling (7 units or more)							P	P	P	P	P	P	P	P	
Manufactured or Mobile Home Parks								C	C	C			P		18.04.060(P)
RESIDENTIAL/HOUSING (Transient Housing Types) Note: Hotels and Motels are allowed in Commercial Zones, see OMC 18.06 for details.															
Bed and Breakfast (as a Home Occupation)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Short Term Rentals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L) 18.04.060(JJ)
Dorms / Collegiate Greek System Residences	P			P				P	P	P					
RESIDENTIAL/HOUSING (Assisted Living Dwellings)															
Adult Family Home/ Elder Care Home	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Group Homes with 6 or Fewer (or up to 8 with DSHS approval) Clients and Confidential Shelters	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(K)
Group Homes with 7 or More Clients	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(K)
Nursing/ Convalescent Homes	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(S)
COMMERCIAL															
Child Day Care Centers	P	~~C~~P	~~C~~P	~~C~~P	~~C~~P	~~C~~P	~~C~~P	P	P	P	P	P	~~C~~P	P	18.04.060(D) 18.04.060(AA)
Commercial Printing												P			
Drive-In and Drive-Through Businesses -- Existing												P			18.04.060(J)
Food Stores											P	P		P	18.04.060(AA)
Hardware Stores												P			
Home Occupations (including Adult Day	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Care, Elder Care Homes, Family Child Care Homes, Short-Term Rentals – Homestays, and Bed & Breakfast Houses)															
Hospice Care	C			C			C	C	C	C	C	C		C	18.04.060(M)
Laundries											P	P		P	18.04.060(AA)
Nursery (Retail and/or Wholesale Sales)	C	C	C	C	C	C	C	C	C	C			C		18.04.060(G)
Offices												P		P	18.04.060(AA)(2)
Personal Services												P			
Pharmacies												P			
Restaurants, without Drive-In and Drive-Through												P			
Servicing of Personal Apparel and Equipment												P			
Specialty Stores												P			
Veterinary Clinics - Existing	P	P		P	P	P							P		18.04.060(J)
Veterinary Clinics	P														
ACCESSORY USES															
Accessory Structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(B)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Electric Vehicle Infrastructure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(GG)
Garage/Yard/Rummage or Other Outdoor Sales	P	P		P	P	P	P	P	P	P	P	P	P	P	5.24
Large Garages			C		C	C	C	C	C	C	C	C	C	C	18.04.060(B)
Residence Rented for Social Event, 7 times or more in 1 year	C	C		C	C	C	C	C	C	C	C		C	C	
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
RECREATIONAL USES															
Community Parks & Playgrounds	C	C	C	C	C	C	C	C	C	C	P	P	C	P	18.04.060(T)
Country Clubs	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Golf Courses		C	C		C	C	C	C	C	C			C		
Neighborhood Parks	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Open Space - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Racing & Performing Pigeons		C	C	C	C	C				C	C		C	C	18.04.060(Y)
Stables, Commercial and Private Existing		C		C	C										18.04.060(J)
Trails - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
AGRICULTURAL USES															
Agricultural Uses	P	P	P	P	P	P	P	P	P				P		

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Greenhouses, Bulb Farms	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(G)
TEMPORARY USES															
Emergency Housing	P	P	P	P	P	P	P	P	P	P			P		18.04.060(DD)
Emergency Housing Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.50
Model Homes	P	P	P	P	P	P	P	P	P	P	P		P	P	18.04.060(DD)
Residence Rented for Social Event, 6 times or fewer in 1 year	P	P	P	P	P	P	P	P	P	P	P		P	P	18.04.060(DD)
OTHER															
Animals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(C)
Cemeteries		C	C		C	C	C	C	C	C			C		18.04.060(E)
Community Clubhouses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Crisis Intervention	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(I)
Historic House Museum		C	C	C	C	C	C	C	C	C	C	C	C	C	
Parking Lots and Structures				C							P	P			18.38.220 and .240
Places of Worship	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(U)
Public Facilities	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(V)
Public Facilities - Essential	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(W)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Radio, Television and Other Communication Towers	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.44.100
Schools	C			C	C	C	C	C	C	C	C		C	C	18.04.060(CC)
Social Organizations											P	P		C	
Mineral Extraction - Existing					C		C								18.04.060(J)
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communication Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44 & 18.44.090 Table 44.01
Workshops for Disabled People	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(R)

LEGEND			
P = Permitted Use	C = Conditional Use		
R1/5 = Residential-1 Unit Per 5 Acres	R-4 = Residential - 4	R-4CB = Residential - 4 Units per Acre	RLI = Residential Low Impact
R 4-8 = Residential 4-8	R 6-12 = Residential 6-12	MR 7-13 = Mixed Residential 7-13	MR 10-18 = Mixed Residential 10-18
RM 18 = Residential Multifamily - 18	RM 24 = Residential Multifamily - 24	RMH =Residential Multifamily High Rise	RMU = Residential Mixed Use
MHP = Manufactured Housing Park	UR = Urban Residential		

Proposal 13: Chapter 18.04 – Residential Districts

Section 18.04.060(M) – Residential districts' use standards

M. Hospice Care Center

~~1. Size. No more than five (5) patients may be cared for in hospice care centers located in a Mixed Residential 7-13 or Mixed Residential 10-18 district.~~

~~2.~~ The applicant shall submit proof of compliance with applicable state requirements (e.g., a license) as a condition of approval.

Proposal 14: Chapter 18.04 – Residential Districts and Chapter 18.06 – Commercial Districts

Section 18.04.060.KK – New Housing in Existing Buildings

Section 18.06.060.JJ – New Housing in Existing Buildings

New housing units are permitted in existing buildings, subject to the following (see RCW 35A.21.440):

A. There is no restriction on housing unit density that prevents the addition of housing units at a density up to 50 percent more than what is allowed in the underlying zone if constructed entirely within an existing building envelope in a building located within a zone that permits multifamily housing, provided that generally applicable health and safety standards, including but not limited to building code standards and fire and life safety standards, can be met within the building; and

B. There are no new parking requirements on the addition of dwelling units or living units added within an existing building, however, the City may require the retention of existing parking that is required to satisfy existing local residential parking requirements and for any nonresidential uses that remain after the new units are added; and

C. With the exception of emergency housing and transitional housing uses, the City will not impose permitting requirements on the use of an existing building for residential purposes beyond those requirements generally applicable to all residential development within the building's zone, including requiring a change of use permit;

D. The City will not impose design standard requirements, including setbacks, lot coverage, and floor area ratio requirements, on the use of an existing building for residential purposes beyond those requirements generally applicable to all residential development within the building's zone, except as provided in RCW 36.70A.810 and 36.70A.812;

E. The City will not impose exterior design or architectural requirements on the residential use of an existing building beyond those necessary for health and safety of the use of the interior of the building or to preserve character-defining streetscapes, unless the building is a designated landmark or is within a historic district; and

F. The City will not prohibit the addition of housing units in any specific part of a building except ground floor commercial or retail that is along a pedestrian street as defined in Title 18 OMC, unless the addition of the units would violate applicable building codes or health and safety standards;

G. The City will not require unchanged portions of an existing building that have been used for residential or previously permit-approved conditioned space purposes to meet the current energy code solely because of the addition of new dwelling units within the building. When any other existing building is converted to new dwelling units, changed portions of each of those new units must meet the requirements of the current energy code, except if:

(i) The square footage of new dwelling units does not exceed 2,500 square feet or 50 percent of the total building square footage, whichever is greater;

(ii) The building owner submits documentation, in a form acceptable to the code city, showing the building's residential units' projected energy use intensity is less than or equal to the energy use intensity target in accordance with the clean buildings performance standard in RCW 19.27A.210; or

(iii) In all areas zoned for residential housing, an additional housing unit is created within an existing home;

H. The City will not deny a building permit application for the addition of housing units within an existing building due to nonconformity regarding parking, height, setbacks, elevator size for gurney transport, or modulation, unless the code city official with decision-making authority makes written findings that the nonconformity is causing a significant detriment to the surrounding area; or

I. The City will not require a transportation concurrency study under RCW 36.70A.070 or an environmental study under chapter 43.21C RCW based on the addition of residential units within an existing building.

Proposal 15: Chapter 18.06 – Commercial Districts

Section 18.06.060 - Commercial districts' use standards

Z. Temporary Uses.

1. Certain uses, when active for a limited period of time and when properly regulated, can be compatible, or otherwise limited in impact to neighboring properties and the general community. In accord with this intent, no temporary use shall be allowed unless a temporary use permit is approved by the City as prescribed by this section. Each separately proposed activity or use shall require a separate permit and pay the fee required by OMC 4.40.010(A).

2. General Standards. Temporary uses are subject to the following regulations:

a. Temporary uses not listed in the use table of this chapter may be authorized by the applicable approval authority, provided such temporary uses are similar to and no more intensive than other temporary uses permitted in the district in which the subject property is located.

b. The applicable approval authority may apply additional conditions to any temporary use permit in order to:

i. Ensure compliance with this chapter;

ii. Ensure that such use is not detrimental to neighboring properties and the community as a whole; and

iii. Ensure compliance with the Building Code.

c. Within three (3) days after termination of the temporary use permit, such use shall be abated and all structures, signs and evidence of such use removed. The Director may require a financial surety be posted by the applicant upon application to defray the costs of cleanup and repair of the property should the permittee fail to do so. The property owner is responsible for such abatement action and costs should the permittee fail to properly clean and repair the property.

d. Temporary use permits not exercised within thirty (30) days of issuance shall be null and void.

e. Unless otherwise stated in this section temporary use permits are valid from the date of issuance for ninety (90) consecutive days per calendar year.

f. Unless otherwise stated in this section no more than two (2) temporary use permits will be issued for any specific site per calendar year.

g. Nothing in this section shall exempt the applicant from obtaining all necessary applicable permits from all other agencies having jurisdiction.

h. Hours of operation, including the use of generators and lot lighting, excluding security lighting, shall be limited to 7:00 a.m. to 10:00 p.m. unless otherwise specified in writing by the Planning Director or the Director's designee. Security lighting shall be shielded to prevent light spillage onto adjacent properties.

3. Specific Temporary Use Standards. The following temporary uses are permitted in commercial districts and the Evergreen Park PUD, subject to the following regulations:

a. Entertainment Events to include: circuses, carnivals and similar transient amusement enterprises, limited to operation of not more than twice each year,

and not more than ten (10) consecutive days per event per site in any one (1) calendar year.

b. Off-site contractor's Offices (including trailers and mobile homes) and storage yards associated with an active construction project, not to exceed one (1) year in duration.

c. Mobile Vendors.

i. Temporary use permits for mobile vendors are valid for one (1) year from the date of issuance.

ii. Approval from the property owner, or underlying property owner if located in a right-of-way, is required.

iii. Mobile vendors located within the sidewalk right-of-way must comply with the following rules:

(a). Only one mobile sidewalk vendor shall be permitted per block face.

(b). Public sidewalks used by mobile vendors shall have a minimum width of eight (8) feet.

(c). In no instance shall the clear walking area around a sidewalk vendor be less than forty-eight (48) inches. The clear walking area around a sidewalk vendor must be at least six (6) feet if within the downtown "Pedestrian Walking Lane" area delineated in OMC 9.16.180(B), Figure 1.

(d). The maximum length of space occupied by a mobile sidewalk vendor and equipment is eight (8) feet.

(e). Mobile sidewalk vendor stands must be readily movable at all times.

(f). Mobile sidewalk vendors shall locate their stands at the back of the sidewalk away from curb.

(g). All locations shall be approved on a first-come, first-serve basis.

(h). Mobile sidewalk vendors shall sign a Hold Harmless Agreement with the City of Olympia.

d. Parking lot and other outdoor sales of merchandise and/or services unrelated to the primary use of the property must comply with the following:

i. Merchandise displays may only occupy parking stalls which are in excess of city parking requirements.

ii. There shall be no obstruction of emergency exits, Fire Lanes or other Emergency apparatus.

iii. Sales areas shall be maintained in an attractive and trash-free manner.

iv. Sales areas shall not substantially alter the existing circulation pattern of the site.

e. Temporary, commercial wireless communications facilities, for the purposes of providing coverage of a special event such as news coverage or sporting event. Such facilities must comply with all federal and state requirements. Temporary wireless communications facilities may be exempt from the provisions of Chapter 18.44 up to one week after the duration of the special event.

f. Temporary surface parking lots are only permitted on previously approved and developed portions of property, ~~are allowed~~ subject to approval by the Director, and are limited to a one time permit valid for two years. A one year extension may be granted by the Director if a complete Land Use Application has been submitted for review. All applications must provide a complete Site Plan and comply with the following:

i. A twenty by twenty (20'x20') foot paved surface at all approved points of ingress/egress.

ii. A dust-free surface.

iii. An erosion control and stormwater containment plan.

iv. Clear designation of parking spaces and drive aisles consistent with OMC 18.38.220 with striping and/or parking blocks. To prevent obstruction of public rights-of-way wheel blocks must be provided at the perimeter of the site.

v. No new or additional points of access.

vi. Provision for an enforceable compliance and closure agreement.

vii. May not be established on Pedestrian "A" streets per OMC 18.16.080(H).

4. Violations. At any time a temporary use is operated in violation of required conditions of this section or of the permit (Subsection 18.06.060(Z)(2)(b)) or otherwise found to constitute a nuisance, the City may take appropriate enforcement action including the process set forth at OMC 18.73.010.

Proposal 16: 18.04.080

Section 18.04.080 – Residential districts development standards

K. Surface Coverage Limits:

1. Increased Impervious Coverage: Projects may be eligible for up to a 20% increase in impervious (above what is listed in table 4.04) surface coverage provided that the following are met:

    a. Eligibility: The increase must be for one, or more, of the following:

        i. A non-residential use such as a school, park, place of worship, etc. that is permitted within the residential zone.

        ii. Developments that include middle housing units (including ADU's and Townhomes) which exceeds minimum density on the underlying lot.

        iii. Land divisions that achieve the maximum allowed density within the zone in which they are located.

        iv. Ineligible projects include:

            1. A stand-alone single family unit on a lot.

            2. Projects in the Residential Low Impact Zone.

    b. An engineered drainage design must be submitted that includes the following:

        i. The area in exceedance of Table 4.04 must meet the Drainage Design and Erosion Control Manual (DDECM) core requirement #5 (or as amended) for onsite stormwater treatment, and core requirement #7 for flow control, regardless of minimum area thresholds. Plans must address the following:

            1. Projects that would otherwise be exempt from DDCEM requirements for flow control must demonstrate compliance, regardless of the exemption, in order to obtain the bonus.

            2. Flood control systems to be included might include pervious pavement, pervious geogrid, bioretention, infiltration, green roofs, or micro-detention systems. If compliance cannot be provided, the bonus will be denied.

            3. Permeable pavement and geogrid on Type D soils are ineligible.

        ii. Maintenance agreements will be required prior to permit issuance for said, flood control system.

2. Hard Surface Coverage Bonus: The coverage identified in table 4.04 indicates the allowed maximum increase in hard surfaces. To gain approval for these increases all of the following must be met:

   a. All criteria outlined in OMC 18.04.080.k.1.b are applicable.

   b. ~~In addition to the ineligible projects in K.1.a.IV, p~~Projects on type D soils are ~~also~~ ineligible.

   c. The total hard surface coverage cannot exceed the site area minus the minimum open space requirement.

3. Existing Surfaces: An existing lot, which was legally built under regulations applicable at the time of its building, but which exceeds current impervious or hard surface coverage limits, may be replaced within the existing lot footprint, but cannot be expanded in a way that would increase the nonconformity. Replacement of such surfaces must comply with the Drainage Design and Erosion Control Manual, including, providing stormwater control measures.

4. Calculation Exclusions: The following are excluded from the impervious and hard surface coverage limit calculations. Note: these exclusions do not apply to calculations or requirements related to the Drainage Design and Erosion Control Manual.

   a) Ingress/egress easements serving a neighboring property;

   b) Areas excluded from the minimum lot area calculations (OMC 18.04.080(c)(4)), such as the panhandle of a flag lot;

   c) Portions of the driveway that extend beyond the required setback area when the additional length is caused by compliance with municipal code requirements, such as critical area and buffer protections.

   d) Areas partially or wholly covered by water (seasonally or year-round) are to be excluded from the total site area before calculating the coverage percentage. This does not include human-made stormwater retention ponds.

PROPOSAL 17: 18.06 Commercial Districts

18.06.080 TABLES: Commercial Districts' Development Standards

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
MINIMUM LOT SIZE	7,200 Sq. Ft.	No minimum, except: 1,600 = cottage; 3,000 = zero lot; 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse; 6,000 sq. ft. = duplex; 7,200 sq. ft. = large multifamily; 4,000 = other	No minimum, except: 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse	No minimum, except: 1,600 = cottage; 3,000 = zero lot; 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse; 6,000 sq. ft. = duplex; 7,200 sq. ft. = large multifamily; 4,000 = other	No minimum, except: 1,600 = cottage; 3,000 = zero lot; 1,600 sq. ft. minimum, 2,400 sq. ft average = townhouse; 6,000 sq. ft. = duplex; 7,200 sq. ft. = large multifamily; 4,000 = other	No minimum, except: 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse	No minimum, except: 1,600 sq. ft minimum, 2,400 sq. ft. average = townhouse	See also 18.06.100(D) for regulations on existing undersized lots of record.
FRONT YARD SETBACK	See Chapter 18.110, Basic Commercial Design Criteria	10' maximum, if located in a High Density Corridor; 10' minimum otherwise.	~~5' minimum for residential otherwise none.~~None.	~~0~~ 10' maximum. See 18.130	~~0~~ 10' maximum. See 18.130	~~0~~ 10' maximum. See 18.130	~~0~~ 10' maximum. See 18.130	18.06.100(E). 1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
								2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. Must comply with site design standards, Chapter 18.100.
REAR YARD SETBACK	15' minimum.	10' minimum; Except: 1. Next to an R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories.	10' minimum; Except: 1. Next to single-family use or an R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district (refer to 1 above if adjacent use is single-family) = 10' minimum	10' minimum; Except: 1. Next to an R4, R4-8, or R6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories; 10 ft. where an alley separates HDC-1 from the above residential district. 2. Next to MR7-13, MR 10-18, RM-18, RM-24 or RMH district = 10'	10' minimum; Except: 1. Next to an R4, R4-8, or R6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories; 10 ft. where an alley separates HDC-2 from the above residential district. 2. Next to MR7-13, MR 10-18, RM-18, RM-24, or RMH district = 10'	10' minimum; Except: 1. Next to single-family use or an R4, R4-8, or R6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district (refer to 1 above if adjacent use is single-family) = 10' minimum + 5' for each	10' minimum; Except: 1. Next to single-family use or an RLI, R4, R4-8, or R6-12 district - 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district (refer to 1 above if adjacent use is single-family) = 10' minimum	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with site design standards, Chapter 18.100.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
			+ 5' for each bldg. floor above 2 stories.	minimum + 5' for each bldg. floor above 2 stories.	minimum + 5' for each bldg. floor above 2 stories.	bldg. floor above 2 stories.	+ 5' for each bldg. floor above 2 stories.	
SIDE YARD SETBACK	15' minimum.	No minimum on interior, 10' minimum on flanking street; Except: 1. Next to R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5' except 6' on	No Minimum; Except: 1. Next to R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5' except 6' on one side of zero lot.	No minimum on interior, 10' minimum on flanking street; Except: 1. Next to R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5' except 6' on	No minimum on interior, 10' minimum on flanking street; Except: 1. Next to R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5'	No Minimum; Except: 1. Next to R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures; 5' except 6' on one side of zero lot.	No Minimum; Except: 1. Next to RLI, R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures; 5' except 6' on one size of zero lot.	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. Residential side yards can be reduced consistent with 18.04.080(H)(5). 4. Must comply with site design standards, Chapter 18.100.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
		one side of zero lot.		one side of zero lot.	except 6' on one side of zero lot.			
MAXIMUM BUILDING HEIGHT	35'	Up to 35', if any portion of the building is within 100' of R 4, R 4-8, or R 6-12 district; Up to 60' otherwise.	Up to 35', if any portion of the building is within 100' of R 4, R 4-8, or R 6-12 district; Up to 60' otherwise; or up to 70', if at least 50% of the required parking is under the building; or up to 75', if at least one story is residential.	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise. Provided that one additional story may be	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise. Provided that one additional story may be	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise; or up to 70', if at least 50% of the required	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise; or up to 70', if at least 50% of the required	1. Not to exceed height limit set by State Capitol Group Height District, 18.10.060, for properties near the State Capitol Campus. 2. Must comply with site design standards, Chapter 18.100. 3. HDC-1 and HDC-2 additional story must comply with OMC 18.06.100.A.6. 4. In a Downtown Design Sub-District, see 18.120.220 and 18.120.440 for upper story step back requirements.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
				built for residential development only.	built for residential development only.	parking is under the building; or up to 75', if at least one story is residential. Up to 75' for HDC-3 zoned properties located within the Capital Mall Triangle Subarea.	parking is under the building; or up to 75', if at least one story is residential. ~~Up to 75' for HDC-4 zoned properties where the proposed project provides for the development of replacement dwelling units in a development agreement and the project site is all or part of an area of 40 acres or more that was in contiguous common ownership in 2009.~~ Up to 105' for HDC-4 zoned properties	5. If located within the Capital Mall Triangle Subarea see OMC 18.06.100.A.7.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
							located within the Capital Mall Triangle Subarea. Up to 130' for HDC-4 zoned properties located within the Capital Mall Triangle Subarea and within the Affordable Housing Height Bonus Overlay (see OMC 18.06.100.A.7.)	
~~MAXIMUM BUILDING COVERAGE~~	~~45%~~	~~70%, except 55% for residential only structures~~	~~70%; or 85% if at least 50% of the required parking is under the building.~~	~~70% for all structures~~	~~70% for all structures~~	~~70% for all structures, 85% if at least 50% of the required parking is under the building.~~	~~70% for all structures. 85% of the site if at least 50% of the required parking is under the building. On redeveloped sites, 85% if at least 50% of new required parking is~~	~~For projects in the GC and HDC-4 zones west of Yauger Way, limitations of building size per 18.06.100(C) and 18.130.020 apply.~~

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
							~~under the building or in a structured parking form. 85% for HDC-4 zoned properties where the proposed project provides for the development of replacement dwelling units in a development agreement and the project site is all or part of an area of 40 acres or more that was in contiguous common ownership in 2009.~~	
MAXIMUM IMPERVIOUS SURFACE COVERAGE	50%	70%	85%	85% ~~for all structures~~	85% ~~for all structures~~	85% ~~for all structures~~	85% ~~for all structures~~	See OMC 18.06.100(D).

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
MAXIMUM HARD SURFACE BONUS (not guaranteed, performance based)	70%	85%	100%	100%	100%	100%	100%	Hard surfaces are treated as impervious unless shown workable through an approved design. See OMC 18.06.100(D) for criteria.~~Hard Surfaces are treated as impervious, unless shown workable through an approved design (complies with DDECM), which requires adequate underlying soils.~~
ADDITIONAL DISTRICT-WIDE DEVELOPMENT STANDARDS	Maximum building size (gross sq. ft.): 3,000 for single use; 6,000 for mixed use.	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B) and Figure 6-3).	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)). In a Downtown Design Sub-	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)).	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)).	Building Floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)).	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)). If located within the	For properties in the vicinity of Kaiser Road and Harrison Ave NE, also see Pedestrian Streets Overlay District, Chapter 18.16. For retail uses over 25,000 square feet in

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
		In a Downtown Design Sub-District, see Chapter 18.120 for upper story stepbacks.	District, see Chapter 18.120 for upper story stepbacks.				HDC-4 zone district and within the Capital Mall Triangle Subarea: Building floors above 6 stories which abut a street or residential district must be stepped back a minimum of 8 feet. A step back is not required below 6 stories. Mass timber/cross laminated timber constructed buildings are not required to have a step back.	gross floor area, see Section 18.06.100(G) Large Scale Retail Uses. EXCEPTION: Section 18.06.100(G) shall not apply to motor vehicle sales. In a Downtown Design Sub-District, see Chapter 18.120. If located within the Capital Mall Triangle Subarea see OMC Section 18.06.100.B.3.

LEGEND

NR = Neighborhood Retail GC = General Commercial	PO/RM = Professional Office/Residential Multifamily	HDC-1=High Density Corridor-1 HDC-2=High Density Corridor-2 HDC-3=High Density Corridor-3 HDC-4=High Density Corridor-4

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
MINIMUM LOT AREA	7,200 Sq. Ft.	No minimum.	No minimum.	No minimum.	7,200 Sq. Ft. if bldg. height is 35' or less. 12,500 Sq. Ft. if bldg. height is over 35'.	No minimum.	
FRONT YARD SETBACK	10' maximum.	No minimum; however, see Chapter 18.100 for design guidelines for pedestrian access and view corridors. In a Downtown Design Sub-District: 12' from the curb on Type A and B Streets, 10' from curb for Type C Streets.	No minimum. In a Downtown Design Sub-District: 12' from the curb on Type A and B Streets, 10' from curb for Type C Streets.	No minimum. In a Downtown Design Sub-District: 12' from the curb on Type A and B Streets, 10' from curb for Type C Streets.	No minimum.	30' minimum for buildings; 15' for other structures except signs	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. See Design Guidelines, Chapter 18.100.
REAR YARD SETBACK	15' minimum; If next to a residential zone, 15' minimum plus 5' for every story over 3 stories.	No minimum; however, see Chapter 18.100 for design guidelines for pedestrian access and view corridors.	No minimum.	No minimum.	5' minimum if building has 1 or 2 stories. 10' minimum if building has 3 or more stories.	15' minimum.	50' minimum from property line for agriculture buildings (or structures) which house animals other than pets.

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
SIDE YARD SETBACK	10' minimum; 15' minimum plus 5' for every story over 3 stories if next to a residential zone.	No minimum; however, see Chapter 18.100 for design guidelines for pedestrian access and view corridors.	No minimum.	No minimum.	5' minimum if building has 1 or 2 stories. 10' minimum if building has 3 or more stories; AND the sum of the 2 side yards shall be no less than 1/2 the building height.	5' minimum 30' minimum for buildings and 15' minimum for other structures from flanking streets.	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. See Design Guidelines, Chapter 18.100.
MAXIMUM BUILDING HEIGHT	75'; except hospitals, which may exceed that height.	See 18.06.100(A)(2) and Figure 6-2, Urban Waterfront District Height Limits Exceptions: 1) In the portion of the area Downtown with a height limit of 65', two additional residential stories may be built. See 18.06.100. 2) In the portion of the area on West Bay Drive with a	Refer to Figure 6-2 and 6-2B for specific height and building configurations required on specific blocks. In a Downtown Design Sub-District, see view protection measures in 18.06.100 and Chapter 18.120.	75'; PROVIDED, however, that two additional stories may be built, if they are residential. For details, see 18.06.100(A)(4), Downtown Business District. There are restrictions around Sylvester Park	75' Exception: Up to 100' may be allowed with conditional approval by the City Council, upon recommendation of the Hearing Examiner. For details, see 18.06.100(C)(5), Height, Commercial Services-High Density. In a Downtown Design	40' accessory building limited to 20'.	Not to exceed height limit set by State Capitol Group Height District, 18.10.060, for properties near the State Capitol Campus. See OMC 18.06.100(E)

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
		height limit of 42' to 65', the taller height limit is conditioned upon the provision of certain waterfront amenities. See 18.06.100(A)(2)(c).		(see 18.100.080.)	Sub-District, see view protection measures in 18.06.100 and Chapter 18.120.		
~~MAXIMUM BUILDING COVERAGE~~	~~50%~~	~~60% for properties between the shoreline and the nearest upland street. 100% for properties not between the shoreline and the nearest upland street. See also Chapter 18.100 for design guidelines for pedestrian access and view corridors.~~	~~100%~~	~~No requirement.~~	~~No requirement.~~	~~85%~~	-
MAXIMUM IMPERVIOUS SURFACE COVERAGE	60%	100%	100%	100%	100%	85%	See OMC 18.06.100(D).
MAXIMUM HARD SURFACE BONUS (not guaranteed,	80%	100%	100%	100%	100%	100%	Hard surfaces are treated as impervious unless shown workable through an

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
performance based)							approved design. See OMC 18.06.100(D) for criteria.~~Hard Surfaces are treated as impervious, unless shown workable through an approved design (complies with DDECM), which requires adequate underlying soils.~~
ADDITIONAL DISTRICT-WIDE DEVELOPMENT STANDARDS	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(F)). Residential uses (Section 5 of Table 6.01) may not be constructed	Street ends abutting the water shall be preserved to provide views of and public access to the water, pursuant to Section 12.16.050(D) OMC. Section 18.06.100(A)(2)(c) for West Bay Drive building height and view blockage limits; and Chapter 18.100 for West Bay Drive view corridors. See also	Street ends abutting the water shall be preserved to provide views of and public access to the water, pursuant to OMC Section 12.16.050(D).		Residential uses must comply with High Rise Multi-family (RM-H) development standards.	6' of sight-screening buffer shall be provided along north, east, and west district boundaries. See Olympia Park Replat covenants for access, and other standards applicable to replat lots.	For properties in the vicinity of the Downtown, also see the Downtown Design Guidelines in 18.120. For retail uses over 25,000 square feet in gross floor area, see Section 18.06.100 (C) Large Scale Retail Uses.

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
	within 600 feet of Lilly Road except in upper stories of mixed use building; all other development standards are the same as for commercial uses.	Chapter 18.100 for Downtown design guidelines for Pedestrian Access and View Corridors and Waterfront Public Access; Chapter 18.100 for Port Peninsula design guidelines for Pedestrian Connections and View Corridors; Section 18.06.100(A)(2)(c) for West Bay Drive building height and view blockage limits; and Chapter 18.100 for West Bay Drive view corridors.					EXCEPTION: Section 18.06.100 (C) shall not apply to motor vehicle sales.

LEGEND		
MS = Medical Services DB = Downtown Business	CS-H = Commercial Services - High Density	UW = Urban Waterfront UW-H = Urban Waterfront-Housing AS=Auto Services

Proposal 18: Chapter 18.06 – Commercial Districts

Section 18.06.100 - Commercial districts' development standards—Specific Subsections A and B

A. Height.

1. Roof structures for the housing of elevators, stairways, tanks, ventilating fans and similar equipment required to operate and maintain the building, fire or parapet walls, skylights, towers, flagpoles, chimneys, smoke stacks, wireless masts, T.V. antennas, steeples and similar structures may be erected above the height limits prescribed in this Title, provided that no roof structure, feature or any other device above the prescribed height limit shall be allowed or used for the purpose of providing additional floor space. This height exception does not apply to the additional story provision for residential development described in OMC 18.06.100.A.6.

   a. Any structure may exceed the maximum building height by up to 48 inches to accommodate a roof-mounted solar energy panel.

   b. Provided, further, that no roof structure or architectural feature shall be erected more than eighteen (18) feet above the height limit of the district, whether such structure is attached to it or free-standing.

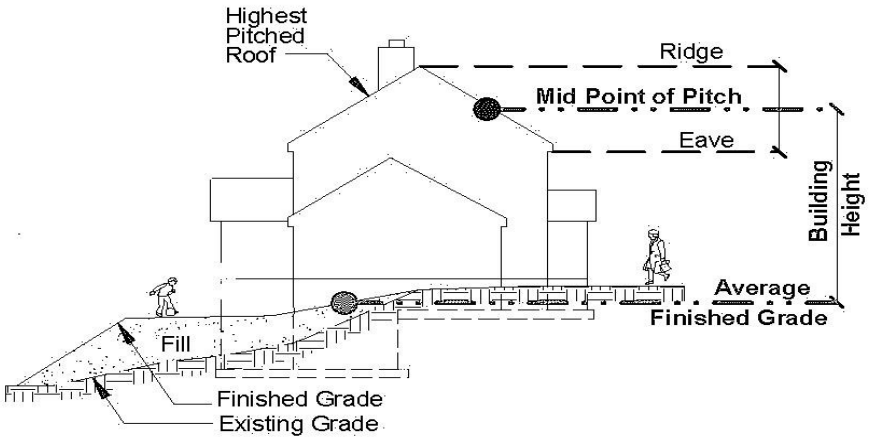


FIGURE 6-1A

2. Urban Waterfront (UW) District.

   a. Allowed building heights in the Urban Waterfront (UW) District are specified in Figure 6-2.

b. Bonus for residential development.

i. In the area labeled sixty-five (65) feet on Figure 6-2, up to two additional stories may be built (except as limited in subsection d below), if the project is located in the downtown, and if the added stories are stepped back from the street wall at least eight (8) feet, and if an equivalent floor area (equal to the amount from the added stories) is provided for residences, as follows:

(a) In the same building--i.e., it is a residential or a mixed use building; or

(b) With commercial and residential uses in separate buildings on the same site; or

(c) With commercial and residential uses on separate sites within the Urban Waterfront (UW) district.

ii. Occupancy. Housing provided under this bonus provision as part of a mixed use project must receive an occupancy permit at the same time as, or in advance of, issuance of an occupancy permit for non-residential portions of the project.

iii. Conversion. Housing provided under this bonus provision shall not be converted to commercial use.

iv. Source of housing units. Housing provided under this bonus provision may be:

(a) New construction,

(b) Adaptive reuse of a formerly non-residential structure, or

(c) Rehabilitation of existing housing.

c. West Bay Drive building height and view blockage limits.

i. In order to retain public and private view access to Budd Inlet from hillside sites above West Bay Drive, the maximum building height in the West Bay Drive portion of the Urban Waterfront (UW) District labeled " 42’-65’ " on Figure 6-2 shall be up to a maximum of 42 feet, except as provided in subsections (iii) and (iv) below.

ii. In order to retain public view access of Budd Inlet from street level in the West Bay Drive portion of the Urban Waterfront (UW) District labeled " 42’-65’ " on Figure 6-2, view blockage shall be limited as follows:

(a) Views of the water will be defined as area without obstruction by buildings or major structures measured between 45 and 90 degrees to West Bay Drive, as illustrated in Figure 6-2A.

(b) Said view blockage shall be limited to 45 percent of the views of the water from West Bay Drive by buildings or major structures located between West Bay Drive and the mean high water line.

(c) Exceptions are provided in subsections (iii) and (iv) below.

iii. Development shall be subject to the alternate standards for building height and view blockage, if alternate waterfront view access is provided through public amenities as follows:

Amenity Provided	**Limits on Horizontal View Blockage and Height**
Waterfront Trail	70% up to 42 ft., OR 45% up to 65 ft.
Expanded Waterfront Trail Corridor Facility (or small waterfront park area).	50% up to 42 ft., OR 45% up to 50 ft.
Both	70% up to 65 ft.
Any development over 42 feet shall be required to include a minimum of 20% of the usable building area for residential purposes.	

iv. Criteria for approval of alternate waterfront view access.

(a) Waterfront Trail.

(1) Trail right-of-way consistent with City trail standards shall be dedicated to the City.

(2) The trail shall be designed consistent with City standards and requirements, or as otherwise approved by the Olympia Parks, Arts and Recreation Department. Because the trail passes by different land uses, it may take a different character in different locations, for reasons of safety, privacy, or environmental protection.

(3) The developer shall design, build, and dedicate the facility to the City.

(4) An analysis of recreation needs shall be provided by the Olympia Parks, Arts and Recreation Department. An analysis of environmental impacts, hazardous waste risks, and engineering issues sufficient to determine the design and

location for the trail facility shall be approved by the Olympia Parks, Arts and Recreation Department but provided by the developer. All analysis shall be complete prior to approval.

(b) Expanded Waterfront Trail Corridor Facility or Small Waterfront Park.

(1) The developer shall build and dedicate the facility and its site to the City.

(2) The expanded waterfront trail corridor facility or small park area shall be designed consistent with City and other applicable government standards and requirements, or as otherwise approved by the Olympia Parks, Arts and Recreation Department. The expanded waterfront trail corridor facility or small park may vary in size from City park standards and could include additional right-of-way for the expanded trail, landscaping, habitat enhancement, benches, lighting, parking, restrooms, garbage receptacles, telephones, interpretive signs and other park facilities.

(3) An analysis of environmental impacts, hazardous waste risks, trail improvements, and engineering issues sufficient to design the expanded waterfront trail corridor facility or small park area shall be approved by Olympia Parks, Arts and Recreation Department but provided by the developer. All analysis shall be complete prior to approval.

(4) The expanded waterfront trail corridor facility or small park shall have a publicly accessible connection to West Bay Drive, designed, constructed, and dedicated for public use by the developer.

v. The view blockage rules shall be applied on a project-wide basis and not for each lot or parcel in a project, thus allowing projects providing more views on some lots to have more view blockage on other lots as long as the overall project meets the view blockage requirements.

d. Landmark Views: In order to protect designated landmark views from public observation points, the height bonus allowed in subsection b, above, is limited as follows:

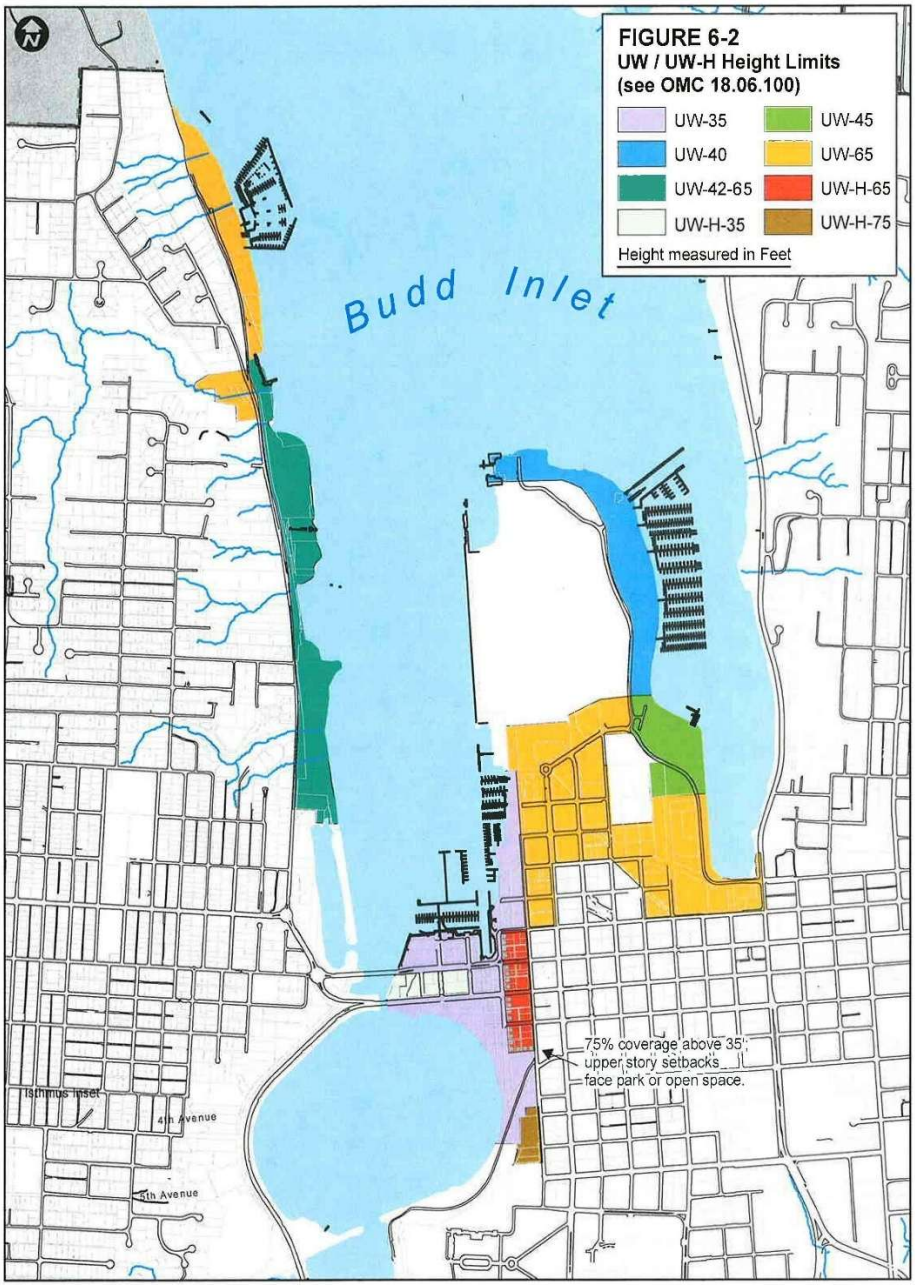
ii. Block 14 Height Bonus: A view analysis of the proposed development shall be submitted that demonstrates the view of the Capitol Drum and Dome will remain visible from the East Bay Lookout after the development occurs. This may prohibit use of the height bonus, or restrict which portions of the block are eligible to use the bonus. Block 14

is bounded by Olympia Avenue, Adams Street, Thurston Avenue, and Jefferson Street.

iii. Block 122: Height bonus is limited to one additional story, up to a maximum height of 75 feet. Block 122 is bounded by Olympia Ave, Jefferson Street, and Marine Drive.

iv. Block 123: The bonus height provision is not applicable in this location. Block 123 is bounded by Corky Avenue and Market Street to south and industrial uses to the north.

Figure 6-2 Urban Waterfront and Urban Waterfront Height Limits*



* See 18.06.100(A)(2) for height limitations that apply to Blocks 14, 122, and 123 in order to protect adopted landmark views from specific observation points.

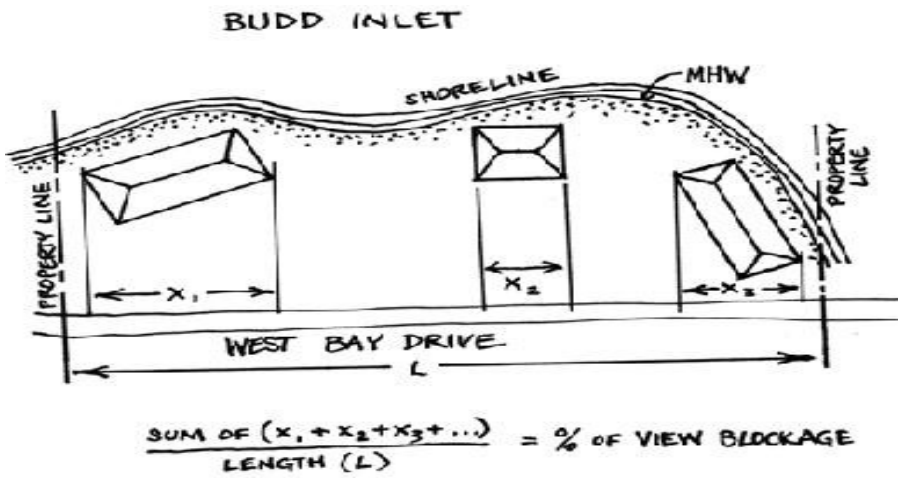


FIGURE 6-2A
Calculating View Blockage in a portion of the Urban Waterfront District along West Bay Drive.

3. Commercial Services-High Density. The maximum building height allowed is one hundred (100) feet. Provided, however, that no building or structure may exceed seventy-five (75) feet in height without conditional review and approval by the Hearing Examiner. Approval of structures exceeding seventy-five (75) feet in height shall meet the following criteria:

    a. The building design shall be compatible with or enhance the physical characteristics of the site, the appearance of buildings adjacent to the site and the character of the district.

    b. The site plan shall facilitate efficient and convenient circulation, shall include landscaping that creates a pleasing appearance from both within and off the site and shall be an asset to the community at large.

    c. Enhancement of public view access or direct public access to usable open space areas shall offset any potential upland view loss which may occur as a result of the proposal.

4. Downtown Business District.

    a. Building height allowed outright in the DB zone is seventy-five (75) feet.

    b. Bonus for residential development.

    c. Enhancement of public view access or direct public access to usable open space areas shall offset any potential upland view loss which may occur as a result of the proposal.

i. Buildings may exceed the height allowed outright (75 feet) by up to two (2) stories, if the added stories are stepped back from the street wall at least eight (8) feet, and if floor area equal to the amount from the added stories is provided for residences:

(a) In the same building--i.e., it is a residential or a mixed use building; or

(b) With commercial and residential uses in separate buildings on the same site; or

(c) With commercial and residential uses on separate sites within the Downtown Business (DB) zone.

ii. Occupancy. Housing provided under this bonus provision as part of a mixed use project must receive an occupancy permit at the same time as, or in advance of, issuance of an occupancy permit for non-residential portions of the project.

iii. Conversion. Housing provided under this bonus provision shall not be converted to commercial use.

iv. Source of housing units. Housing provided under this bonus provision may be:

(a) New construction,

(b) Adaptive reuse of a formerly non-residential structure, or

(c) Rehabilitation of existing housing.

5. Urban Waterfront - Housing.

a. Allowed building heights in the Urban Waterfront-Housing District are specified in Figure 6-2.

b. Required step backs and placement of step backs over 35 feet on specific blocks are specified in Figure 6-2.

6. High Density Corridor (HDC - 1 and HDC - 2).

a. Building height allowed outright in the HDC-1 and HDC-2 zones as outlined in OMC 18.06.080, Table 6.02.

b. Additional story for residential development.

i. Additional story can only be allowed for those development that do not provide a mechanical "penthouse" room as allowed under the provisions

of OMC 18.06.100.A. However, the additional story can be occupied with both residential development and mechanical equipment.

ii. Buildings may exceed the height allowed outright in OMC 18.06.080, Table 6.02, by one (1) story. The additional story cannot exceed fourteen (14) feet above the maximum allowable height requirement as specified in OMC 18.06.080, Table 6.02.

iii. The additional story must be stepped back at least eight (8) feet from any abutting street or any abutting residential zoning district. See OMC 18.06.100.B.2.

iv. Housing provided under this additional story as part of a mixed use project must receive an occupancy permit at the same time as, or in advance of, issuance of an occupancy permit for non-residential portions of the project.

v. Housing provided under this additional story provision shall not be converted to commercial use. Except that the residential units may conduct business activities under the provision for home occupations. See OMC 18.04.060.I.

vi. Housing provided under this bonus provision may be:

(a) New construction;

(b) Adaptive reuse of a formerly non-residential structure, or

(c) Rehabilitation of existing housing.

vii. This additional story is not available and will not be approved within 100 feet of a designated historic district.

7. High Density Corridor (HDC - 3 and HDC - 4) within the Capital Mall Triangle Subarea.

a. For properties located within the HDC-3 zone and within the Capital Mall Triangle Subarea the maximum building height is 75 feet.

b. For properties located within the HDC-4 zone and within the Capital Mall Triangle Subarea the maximum building height is 105 feet.

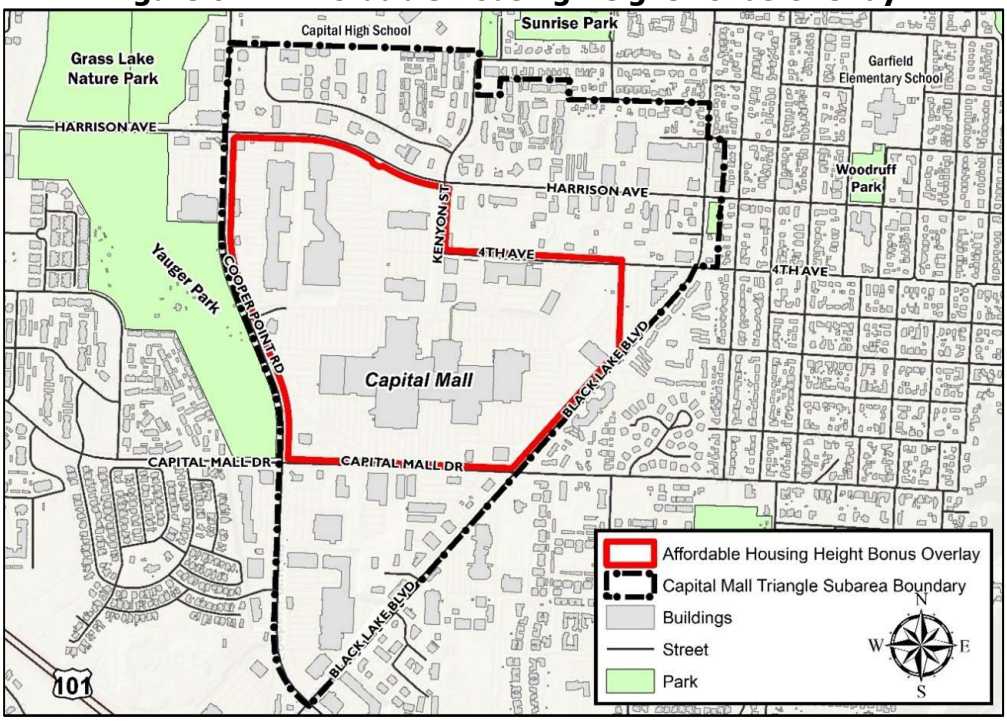
c. Maximum building height is 130 feet for development that meet all of the following requirements:

i. Located within the Capital Mall Triangle Subarea; and

ii. Located within the Affordable Housing Height Bonus Overlay as shown in Figure 6-2B; and

iii. At least 30 percent of the dwelling units are affordable for at least 50 years for those whose income is 80 percent or less of the area median income.

Figure 6-2B Affordable Housing Height Bonus Overlay



B. Upper Story StepBacks.

1. High Density Corridor-1 (HDC-1), Community Retail (CMR), High Density Corridor-2 (HDC-2, General Commercial (GC), High Density Corridor-4 (HDC-4), Medical Services (MS), and Professional Office/Residential Multifamily (PO/RM) District Requirements:

   Building floors above three (3) stories which abut a street or residential district must be stepped back a minimum of eight (8) feet (see Figure 6-3).

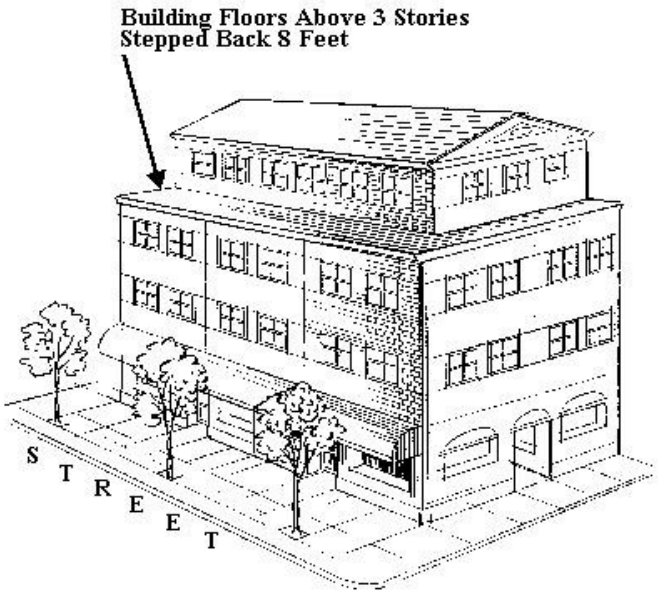


FIGURE 6-3

2. Additional Story Provision for HDC-1 and HDC-2. Projects within the HDC-1 and HDC-2 zoning districts which use the additional story provisions for residential development as outlined in OMC 18.06.100.A.6, must step the additional story back by a minimum of eight (8) feet. The step back is required for the additional story which abuts a street or residential district.

3. If located within the HDC-4 zone district and within the Capital Mall Triangle Subarea, building floors above six stories which abut a street or residential district must be stepped back a minimum of eight feet. A step back is not required below the sixth floor.

   a. Mass timber/cross laminated timber constructed buildings are not required to have a step back.

4. The upper story step-back is not required when entire structure is setback from the property line the distance required by the stepback, or farther.

5. Façade modulation and upper-story step-backs are not required for the following types of residential projects:

   a. Affordable housing;

   b. New construction meeting passive house requirements;

   c. The retrofit of existing buildings meeting passive house requirements. "Passive house requirements" means the criteria for certification as a passive house by Phius or the international passive house institute.

d. The conversion of existing buildings to housing or mixed-use development that includes housing;

e. Modular construction. "Modular construction" means a multistory residential or commercial building constructed of standardized components produced off-site, which are transported and assembled at a final location.

f. Mass timber construction. "Mass timber construction" means a building with structural components primarily made of mass timber products as defined in RCW 19.27.570.

Proposal 19: Chapter 18.06 – Commercial Districts

Section 18.06.100 - Commercial districts' development standards—Specific Subsection D

D. Impervious Surface Coverage

2. On development sites incorporating 'vegetated roofs,' the impervious surface coverage limits ~~of Neighborhood Retail, Professional Office/Residential Multifamily and Medical Service districts shall~~may be increased one square foot for each square foot of vegetated roof area up to 5% of the total site area if adequate assurance is provided that the proposed vegetated roof will provide substantial stormwater management benefits for a period of at least 30 years.

3. Calculation exclusions: The following are excluded from the impervious and hard surface coverage limit calculations. Note: These exclusions do not apply to calculations or requirements related to the Drainage Design and Erosion Control Manual.

a. Ingress/egress easements serving a neighboring property.

b. Areas excluded from the minimum lot area calculations (see OMC 18.04.080(c)(4)), such as the panhandle of a flag lot;

c. Portions of the driveway that extend beyond the required setback area when the additional length is caused by compliance with the municipal code requirements, such as critical area and buffer protections;

d. Areas partially or wholly covered by water (seasonally or year-round) are to be excluded from the total site area before calculating the coverage percentage. This does not include human-made stormwater retention ponds.

4. To obtain approval of a hard surface bonus, an engineered drainage design must be submitted that includes the following:

a. The area in excess of that allowed by Table 4.04 must meet the Drainage Design and Erosion Control Manual (DDECM) core requirement #5 (or as amended) for onsite stormwater treatment, and core requirement #7 for flow control, regardless of minimum area thresholds. Plans must address the following:

i. Projects that would otherwise be exempt from DDCEM requirements for flow control must demonstrate compliance, regardless of the exemption, in order to obtain the bonus.

ii. Flood control systems to be included might include pervious pavement, pervious geogrid, bioretention, infiltration, green roofs, or micro-detention systems. If compliance cannot be provided, the bonus will be denied.

iii. Permeable pavement and geogrid on Type D soils are ineligible.

b. Maintenance agreements are required prior to permit issuance for the flood control system.

Proposal 20: Chapter 18.06 – Commercial Districts

Section 18.06.100 - Commercial districts' development standards—Specific Subsection E (NEW)

E. In HDC zones, maximum setbacks established in Table 6.02 only apply to properties abutting design review corridors designated in Chapter 18.100 OMC and streets classified as arterials.

Proposal 21: Chapter 18.12 – Historic Preservation

Section 18.12.020 – General Purpose and Intent

The purpose and intent of this chapter is to provide for the identification, enhancement, perpetuation and use of historic resources within the City in order to:

A. Safeguard the heritage of the City as represented by those sites, buildings, districts, structures and objects which reflect significant elements of the City's history as told from all perspectives.

B. Strengthen the economic vitality of the City by ~~promoting the stabilization and improvement of property values in historic areas, and by~~ encouraging new buildings and developments that will be harmonious with existing historic buildings, districts, and sites ~~and areas~~.

C. Foster civic and neighborhood pride in the beauty and accomplishments of the past while recognizing the various perspectives and untold stories that have led to the City's history and sense of identity.~~, and a sense of identity based on the City's history.~~

D. ~~Protect and enhance~~Support the City's ~~ability~~ economic development initiatives by~~to~~ attracting tourists and visitors, thereby stimulating the local economy.

E. Assist, encourage and provide incentives to private owners for preservation, restoration, ~~redevelopment and use~~and adaptive re-use of outstanding historic buildings, districts, neighborhoods, streets, structures, objects and sites.

F. Promote and facilitate the early identification and resolution of conflicts between the preservation of historic resources and alternative land uses.

G. Conserve valuable material and energy resources by ongoing use and maintenance of the existing built environment.

Proposal 22: Chapter 18.12 – Historic Preservation

Section 18.12.040 - Heritage Commission Creation and Size

The Olympia Heritage Commission consists of up to ~~eleven~~ nine (9~~11~~) members. Members of the Heritage Commission shall be appointed by the City Council.

Proposal 23: Chapter 18.12 – Historic Preservation

Section 18.12.045(B) - Heritage Commission Composition

B. The Heritage Commission shall always include at least two~~four~~ (2~~4~~) professionals who have experience in identifying, evaluating and protecting historic resources and are selected from among the disciplines of history, architecture, architectural history, historic preservation, planning, cultural anthropology, archeology, cultural geography, folklore, curation, conservation, landscape architecture, real estate, law, or related disciplines. ~~American studies, law, and real estate.~~

1. Heritage Commission action that would otherwise be valid shall not be rendered invalid by the temporary vacancy of one or all of the professional positions, unless the Heritage Commission action is related to meeting Certified Local Government (CLG) responsibilities cited in the Certification Agreement between the City of Olympia and the State Department of Archaeology and Historic Preservation, in which case Heritage Commission action may only be taken if in compliance with said agreements.

2. Exception to the residency requirement of Heritage Commission members may be granted by the City Council in order to obtain representatives from these disciplines.

Proposal 24: Chapter 18.12 – Historic Preservation

Section 18.12.050 - Heritage Commission Term of Appointment

Appointment of members to the Heritage Commission shall be made for a three (3) year term and may be extended by City Council reappointment. The City Council shall appoint members to fill any vacancies for the unexpired term. (See OMC 2.100 Community-Member Advisory Boards, Commissions and Committees)

Proposal 25: Chapter 18.12 – Historic Preservation

Section 18.12.055 - Heritage Commission Powers and Duties

A. The major responsibilities of the Heritage Commission are: to identify and actively encourage the preservation of Olympia's historic resources by maintaining, updating, and expanding the Olympia Heritage Register and reviewing proposed changes to Heritage Register properties; to raise community awareness of Olympia's history and historic resources; and to serve as the City's primary resource in matters of history, historic planning and preservation.

~~A.~~B. In carrying out these responsibilities the Heritage Commission shall engage in the following:

1. Educate property owners about the importance of rehabilitating, preserving, and maintaining ~~the~~ historic properties or objects.

2. Initiate and review periodic surveys of historic properties in Olympia to help identify buildings of historical significance to the community.

3. Maintain a Local Heritage Register according to criteria and procedures stated in Sections 18.12.080 and 18.12.085. This Local Heritage Register shall list buildings, structures, districts, sites and objects identified by the Heritage Commission as having historic significance worthy of recognition and protection by the City.

4. Consider the establishment or expansion of Historic Districts (see OMC 18.12.085.C).

5. Review and make recommendations to the City Council on applications for Special Valuation Tax (see OMC 3.60).

6. Review proposals and applications to construct, ~~change, alter, modify,~~ remodel, remove or significantly affect properties or districts on the Heritage Register properties, as provided OMC 18.12.090 and 18.12.100. Such review shall be for the purpose of providing recommendations on identifying and mitigating the impacts of the proposed action to the identified historic resource~~. All recommendations shall be consistent with the Design Review Criteria and SEPA Mitigation~~. The City agency or body charged with acting on such a permit or document shall forward a copy of the final decision to the Heritage Commission.

7. Make recommendations to the City Council to be used in the land use and permitting process to guide this review.

8. Participate in, promote and conduct public information, educational and interpretive programs pertaining to historic and archaeological resources.

9. Provide information to the public on methods of maintaining and rehabilitating historic properties. This may take the form of pamphlets, newsletters, workshops or similar activities.

10. Recognize excellence in the rehabilitation of historic objects, buildings, structures, sites and districts, and new construction in historic areas; and encourage appropriate measures for such recognition.

11. Be informed about and provide information to the public on incentives for preservation of historic resources, including legislation, regulations and codes which encourage the use and adaptive reuse of historic properties.

12. Make recommendations to the City Council on nominations to the Washington Heritage Register and National Register of Historic Places.

13. Investigate and report to the City Council on the use of various federal, state, local or private funding sources available to promote historic, archaeological, and cultural resources in the City.

14. Provide liaison support, communication, and cooperation with federal, state and other local governmental and Tribal entities which will further historic preservation objectives, including public education, within the Olympia area.

15. Review and provide recommendations to the City Council on the conduct of land use, housing and redevelopment, municipal improvement, and other types of planning and programs undertaken by any agency of the City, other neighboring cities and towns, the County, the state or federal governments, as they relate to historic and archaeological resources within the City.

16. Conduct all Heritage Commission meetings in compliance with RCW Chapter 42.30, the Open Public Meetings Act, to provide for public participation and adopt standards to guide this action.

17. Coordinate as appropriate with City departments and other heritage organizations.

18. Perform any other functions designated to the Commission by the City Council.

Proposal 26: Chapter 18.12 – Historic Preservation

Section 18.12.065 - Heritage Commission Compensation

All members of the Heritage Commission shall serve without compensation except for out-of-pocket expenses incurred in connection with Heritage Commission meetings or programs, and which are in accordance with City policy for Community-Member Advisory Boards, Commissions and Committees (See OMC 2.100.040), and reimbursement of expenses.

Proposal 27: Chapter 18.12 – Historic Preservation

Section 18.12.080 - **Olympia** Heritage Register - Criteria to Designate Property

** Note: This proposal only changes the wording in the section title.*

Proposal 28: Chapter 18.12 – Historic Preservation

Section 18.12.085 - Olympia Heritage Register - Process to Designate Property to the Olympia Heritage Register or Establish a Local Historic District

Listing on the Olympia Heritage Register is an honor that denotes significant association with the historic, archaeological, engineering, or cultural heritage of the community. Properties are listed individually or as a Historic District.

A. Any person, including members of the Heritage Commission, may nominate a building, structure, object, site or district for inclusion on the City Heritage Register.

B. Individual Properties:

1. Applications shall be on forms provided by the city and include information and documentation supporting the historic significance of the building, structure, object, site or district.

2. The application shall specify the exterior features, outbuildings, and other characteristics of the site and the building interior (if any) that contribute to its designation.

3. Notification of nomination will be sent to the property owner.

4. If someone other than the property owner makes a nomination the Heritage Review Committee may deny an application for placement on the Heritage Register based on a determination of ineligibility during a preliminary review. Applicants may appeal this denial to the Heritage Commission.

5. If an application advances to the full Heritage Commission, notification of nomination will be sent to the property owner and posted on the site.

6. Notification of a public hearing will be mailed to the property owner and the applicant(s), posted on the site, and published in a newspaper of general circulation in Olympia, not less than ten (10) days prior to the hearing.

7. The Heritage Commission shall consider the merits of the nomination according to the criteria in OMC 18.12.080 following a public hearing.

8. If the Heritage Commission finds that the nominated property meets the designation criteria in OMC 18.12.080 and has the property owner's consent, the property shall be listed on the Heritage Register and owner(s) and lessee(s), if any, notified of the listing.

9. A marker for register properties with information about the property and its significance must be approved by the Heritage Commission or staff. The City may provide this marker.

10. If the owner does not consent to placement of the owner's property on the Olympia Heritage Register, after following process set forth in OMC 18.12.085.B above, the Heritage Commission may recommend that the City Council approve designation without property owner consent. Notice will be given to the property owner at least 10 (ten) days prior to the City Council review. A person who is adversely aggrieved by a decision of the City Council under this subsection may appeal the City Council decision to Thurston County Superior Court as provided by law.

C. Districts:

1. Signatures must be obtained from the owners of a majority of the properties within the proposed district.

2. Applications shall be on forms and include information and documentation supporting the historic significance of the district.

3. The application shall specify the exterior features, outbuildings, and other characteristics of the sites within the district and the overall character defining elements that contribute to its designation, and identify the contributing and non-contributing status of the properties within the district.

4. The Heritage Review Committee or staff may deny an application for Historic District status based on a determination of ~~a~~ ineligibility during a preliminary review. Applicants may appeal this denial to the Heritage Commission.

5. The Heritage Commission shall consider the merits of the nomination according to the criteria in OMC 18.12.080 following a public hearing. If the Heritage Commission finds that the nominated district meets the designation criteria in OMC Section 18.12.080, the district may be listed on the Olympia Heritage Register with the owner's consent and the owner(s) and lessee(s), if any, notified of the listing.

6. If a majority of property owners within the proposed district boundaries do not consent to local District designation, after following process set forth above, the Heritage Commission may recommend that the City Council approve designation without property owner consent. Notice will be given to the property owners at least 10 (ten) days prior to the City Council review. A person who is adversely affected or

aggrieved by a decision of the City Council under this subsection may appeal the City Council decision to Thurston County Superior Court pursuant to the procedures set forth in ~~RCW Chapter~~state law.

D. The decision of the Heritage Commission designating objects, properties and districts to the City Register may be appealed by the owner(s) of the affected property in writing on forms provided by the City within thirty (30) days to the City Council. Decisions of the City Council may be appealed to Thurston County Superior Court.

E. Properties listed within a local Historic District shall be noted on the official records of the City. Such properties shall be subject to the provisions set forth in this Chapter, as well as the bulk, use, setback, and other controls of the zoning district in which they are located. Nothing contained in this Chapter shall be construed to be repealing, modifying or waiving any zoning or building code provisions.

F. Markers noting the boundaries of the Historic District must be approved by the Heritage Commission or staff. The City may provide these markers.

Proposal 29: Chapter 18.12 – Historic Preservation

Section 18.12.100 - Demolition of a Historic Building or a Contributing Historic District Property

Demolition of a Historic Building or a Contributing Historic District Property. Findings and a recommendation to the Building Official made by the Heritage Commission or Historic Preservation Officer is required before a permit may be issued to allow whole or partial demolition of a designated structure or facility of recognized historical significance, which for the purposes of WAC 197-11-800(2)(g) is one listed on the Olympia Heritage Register, Washington Heritage Register, or National Register of Historic Places. The owner or the owner's agent shall apply to the Building Official who will request a review of the proposed demolition by the Heritage Commission. The Heritage Commission shall recommend to the Building Official the approval or denial of the proposed demolition. Recommendations may also include steps to mitigate the loss of the property ~~through, but not limited to, the procedures described in the SEPA Mitigation Policy for Olympia Historic Resources~~. The Building Official shall give substantial weight to these recommendations in establishing conditions of approval of the permits granted. If the structure is demolished, the Heritage Commission shall initiate the procedure for removal of the structure from the Heritage Register and may recommend designation as a historic site.

Proposal 30: Chapter 18.12 – Historic Preservation

Section 18.12.130 - Tribal and Agency Consultation on Development Review

A. Interested Tribes and the State Department of Archaeology and Historic Preservation (DAHP) shall be notified when an application for land use approval has been submitted to the City of Olympia as described in OMC 18.70.130 ~~Public Notification Procedures~~Notice of Application. Additional ~~notice of~~Tribal or Agency consultation may be provided by the City Historic Preservation Officer.

B. Consistent with law, any recommendations and/or requests by Consulting Tribes and/or DAHP on cultural resource protection will be given substantial weight in decisions on land use or development permit approval and subsequent permit issuance.

Proposal 31: Chapter 18.12 – Historic Preservation

Section 18.12.140 - Cultural Resource Protection

A. Cultural Resources shall be protected from damage during construction and all other development activities in accordance with OMC Sections 18.12.120 and 18.12.140B.

B. Additional Protections for Cultural Resources.

1. ~~Building~~ Development permit recipients for ~~development~~ projects that meet the following criteria shall be required to sign an Inadvertent Discovery Plan (IDP) provided by the City of Olympia Historic Preservation Officer:

   a. All type II or III projects subject to Notice of Application, where ~~public notice was give to affected tribes and~~ a request for an IDP was submitted by an interested Tribe or Agency; and ~~subject to State Environmental Policy Act (SEPA) thresholds; and~~

   ~~a.~~b. All ground disturbing projects considered having high risk of encountering cultural resources as identified by the Historic Preservation Officer.

   ~~b. All projects located within the Downtown SEPA Exemption Area.~~

   The signed IDP shall be held on site throughout the duration of any ground-disturbing activities related to the project.

2. The Director may require additional actions to protect known or predicted cultural resources as a result of requests submitted by Consulting Tribes and/or DAHP during consultation for the following:

   a. Projects subject to State Environmental Policy Act (SEPA) thresholds;

   b. Type II and III ~~P~~projects subject to Agency consultation as per OMC 18.12.130 Tribal and Agency Consultation on Development Review;

   c. Projects on sites considered as having high risk of encountering cultural resources or known to include an archaeological site; and

   ~~d. Projects located within the Downtown SEPA Exemptions Area; and~~

   ~~e.~~d. Projects subject to other State and Federal laws which protect cultural and historic resources, including but not limited to Executive Order 05-05 and Section 106 of the National Historic Preservation Act.

Proposal 32: Chapter 18.36 – Landscaping and Screening

Section 18.36.080 - Landscape plan requirements

A plan of proposed landscaping and screening shall be included with plans submitted for site plan review or Hearing Examiner review. The plans shall be drawn to scale and contain the following information:

A. Landscape Plan.

1. Plan Preparation.

a. Four (4) or Less Multifamily Units and Commercial Development having less than 20,000 square feet of gross floor area. Landscape plans required by this section shall be prepared by a person experienced in the selection and installation of plant materials and landscape design. Plans shall be drawn to scale and meet all plan submittal requirements of item 2 below.

b. Five (5) or More Multifamily Units; Commercial Development consisting of 20,000 square feet or more of gross floor area; and all development located on a High Density Corridor or Design Review Corridor. Landscape plans required by this section shall be prepared by a Registered Landscape Architect or Certified Washington State Landscaper or Horticulturalist. Plans prepared by others shall have their design plans certified by one of the aforementioned groups, attesting that all requirements of this Chapter have been met or exceeded.

2. Plan Requirements. New landscape plans must identify location, species and diameter or size of plant materials using both botanical and common names. Drawings shall reflect the ultimate size of plant materials at maturity. All drawings shall depict:

a. Existing property lines and perimeter landscape areas;

b. All public and private open space, including plazas, courts, etc.;

c. Parking lot planting areas and vehicle use areas, driveways and walkways;

d. Location of clear sight triangle, if applicable;

e. Location of buildings or structures (existing and proposed);

f. Location of aboveground stormwater drainage pond(s) and swales;

g. Street tree location;

h. Screening of mechanical equipment;

i. Existing soil type and required amendments;

j. Planting details describing method of installation;

k. Location and description of existing trees or groves of trees to be retained;

l. Location and description of existing soils and groundcover vegetation to be retained;

m. Location and type of any invasive plants and timeline for removal;

n. Planting locations showing mature size of plants, size of planting stock, species of plant materials, and tree density calculations;

o. Timeline for site preparation and installation of plant materials;

p. Cost-estimate for the purchase, installation and three (3) years maintenance of landscaping~~.~~;

q. Location of underground utility lines and equipment; and

r. Irrigation plans, if applicable for the project.

Proposal 33: Chapter 18.38 – Parking and Loading

Section 18.38.040 – Applicability

Unless specifically exempted in this chapter, every land use shall have permanently maintained off-street parking facilities pursuant to the following regulations.

A. Exemptions. The following are not required to provide off-street parking as a condition of permitting of residential projects:

1. Affordable housing proposals.

2. New construction or the retrofit of existing buildings meeting passive house requirements. "Passive house requirements" means the criteria for certification as a passive house by Phius or the international passive house institute.

3. Modular construction. "Modular construction" means a multistory residential building constructed of standardized components produced off-site, which are transported and assembled at a final location.

4. Mass timber construction. "Mass timber construction" means a building with structural components primarily made of mass timber products as defined in RCW 19.27.570.

Proposal 34: Chapter 18.38 – Parking and Loading

Section 18.38.100 – Vehicular and Bicycle Parking Standards

C. Residential Provisions.

1. Residential uses, such as housing for seniors or people with disabilities, that provide parking for staff or visitors, that comply with parking provisions in state law (RCW 36.70A.620), shall record a covenant restricting use of the site to the approved use (e.g., seniors, people with disabilities). The covenant must be recorded prior to issuance of applicable construction permits.

2. For projects outside of the Downtown Exempt Parking Area, development projects with five or more residential units shall provide at least one accessible parking space. Accessible parking shall meet the location and dimensional standards in the adopted building codes.

3. For accessory dwelling units, single family homes, duplexes, townhouses on individual lots, and mobile home parks there is no maximum amount of parking allowed when all other zoning standards are satisfied (e.g. lot coverages).

4. New residential development projects within the area bounded by Cooper Point Road, Black Lake Boulevard, and Harrison Avenue (known as the Capital Mall Triangle) are exempt from minimum motor vehicle parking requirements.

5. Parking spaces that count towards minimum parking requirements may be enclosed or unenclosed.

6. Tandem parking spaces (one space for every 20 linear feet) may count towards meeting minimum parking requirements, with any necessary provisions for turning radius. "Tandem" is defined as having two or more vehicles, one in front of or behind the others with a single means of ingress and egress.

7. The existence of legally nonconforming gravel surfacing in existing designated parking areas may not be a reason for prohibiting utilization of existing space in the parking area to meet local parking standards, up to a maximum of six parking spaces.

8. Parking spaces may not be required to exceed eight feet by 20 feet, except for required parking for people with disabilities.

9. The city will not impose off-street parking requirements as a condition of permitting a residential project if compliance with tree retention would otherwise make a proposed residential development or redevelopment infeasible.

10. Parking spaces that consist of grass block pavers may count toward minimum parking requirements.

11. Existing parking spaces that do not conform to the requirements of this chapter as of June 6, 2024, are not required to be modified or resized, except for compliance with

the Americans with disabilities act. Existing paved parking lots are not required to change the size of existing parking spaces during resurfacing if doing so will be more costly or require significant reconfiguration of the parking space locations.

Proposal 35: Chapter 18.38 – Parking and Loading

Section 18.38.160 – Specific zone district standards

C. Downtown Exempt Parking Area (See Figure 38-2).

1. ~~Existing buildings constructed prior to January 1, 2002, which are located within the Downtown Exempt Parking Area (See Figure 38-2),~~All structures and use types shall be exempt from the vehicle parking standards. However, a change of use within ~~such~~ existing structures shall comply with the long-term and short-term bicycle parking standards pursuant to Table 38.01;

2. ~~All new residential buildings and uses located within the Downtown Exempt Parking Area (See Figure 38-2) shall be exempt from vehicle parking standards. However, if any new residential parking is constructed, the parking facility~~All new or replaced parking areas shall meet the Parking Design and Design Review Criteria in OMC 18.38.180 through 18.38.240 and applicable criteria in OMC Chapters 18.04, 18.06, and 18.120). All new residential buildings and uses shall comply with the long-term and short-term bicycle parking standards pursuant to Table 38.01; and

3. All new commercial buildings or expansions totaling over 3,000 square feet of gross leasable area~~, constructed after January 1, 2002~~, which are located within the Downtown Exempt Parking Area (See Figure 38-2) shall be required to meet ~~vehicle parking and~~ bicycle parking standards (OMC 18.38.020 through 18.38.240).~~; and~~

4. ~~When not covered by C.1 or C.2 above, bicycle parking is not required for those buildings and uses located within the Downtown Exempt Parking Area (see Figure 38-2) that do not provide on-site motor vehicle parking.~~

Proposal 36: Chapter 18.38 – Parking and Loading

Section 18.38.220 – Design Standards - General

Off-street parking facilities shall be designed and maintained in accordance with the standards hereunder, provided that up to 30% of parking stalls may be small spaces as described in section B. In the alternative, an applicant may propose and, if providing equal or better function, the Director may approve alternative parking geometrics consistent with the most recent specific standards promulgated by the Institute of Transportation Engineers or the National Parking Association. These standards apply to all bicycle and vehicular parking proposed or provided, even if the parking is not required.

Proposal 37: Chapter 18.40 – Property Development and Protection Standards

Section 18.40.060 – General Standards

C. Fences/Hedges, Walls and Site Perimeter Grading. It shall be the responsibility of property owners to ensure fences are within property lines and that a building permit is obtained when required. "Fences" as used in this section includes walls and similar above-grade unenclosed structures forming a continuous or nearly continuous line or row exceeding six feet in length. Also see definition, OMC 18.02.180(F). For properties located in Downtown Design Review District see OMC 18.120.370. Other properties that may have a Master Plan approval, such as Briggs Village, see adopted regulations for fencing. Contact the planning division of the department for details.

For the purpose of fencing, the front yard is considered to be the first 10 feet of any lot, tract, or parcel that abuts a public street or right of way, excluding alleys. Corner lots adjacent to two public rights of way shall have a front yard and a flanking side yard.

1. Fence Heights:

   a. Fences, when located within a required yard, shall not exceed the following height limits:

      i. Front yard = 48" (4’-0");

      ii. Side yards = 72" (6’-0"), Flanking side yards = 72” (6’-0”);

      iii. Rear yards = 72" (6’-0");

      iv. Clear Sight Triangle = 30" (2’-6").

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

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

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

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

For purposes of this section, a front yard shall not exceed 10 feet in depth, regardless of any other provision found in this Title.

2. Fence height is measured to the top of the fence, excluding posts. Point of ground measurement shall be the high point of the adjacent final grade.

3. Fences, walls, and hedges are permitted within all yard areas provided that regardless of yard requirements, no closed gate, garage door, bollard or other feature shall obstruct a driveway or other motor vehicle private ingress within 20 feet of a street right-of-way nor obstruct automobile views exiting driveways and alleys (see clear vision triangle). This 20-foot requirement is not applicable within the downtown exempt parking area as illustrated at Figure 38-2. Additional exceptions may be granted in accordance with OMC 18.38.220(A)(2).

4. Front yard fences of any common areas, such as tree, open space, park, and stormwater tracts, must be a minimum of 25 percent unobstructed, i.e., must provide for visibility through the fence.

5. Fence pillars, posts, and similar features may project a maximum of two feet above maximum fence height.

6. Site Perimeter Grading. Within required yard areas, no single retaining wall (nor combination of walls within five horizontal feet of each other) shall exceed a height of 30 inches as measured from the lowest adjacent grade, nor shall any modification of grades or combination of retaining walls result in grade changes exceeding 30 inches within five feet of a property line nor 60 inches within 10 feet of an existing or proposed property line.

7. An administrative exception may be approved by the Department to exceed maximum fence height and other provisions of these standards where all of the following conditions exist.

    a. Variation of existing grade on either side of the fence results in a fence lower than the maximum height as measured from the highest point of grade within five feet of either side of the fence; or other special circumstances relating to the size, shape, topography, location, or surroundings of the subject property warrant an exception to permit a fence comparable with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located;

    b. The special conditions and circumstances do not result from the actions of the applicant;

    c. Granting of the exception will not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and zone in which the property is located;

d. The granting of the exception will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which subject property is situated; and

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

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

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

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

   a. Front yard = 48" (4’0")

   b. Side yard, Flanking side yard = Unlimited

   c. Rear yard = Unlimited

[Note: Clear Sight Triangle = 30" (2’-6"), see OMC 18.40.060(B)]

9. Barbed and/or razor wire fences. No person or persons being the owner of or agent for or in possession and control of any property within the city limits shall construct or permit to exist any fence around or in front of such premises, consisting wholly or partially of barbed and/or razor wire, except to provide security at a government-owned property or privately owned utility where security for the property is mandated by law; provided that the provisions of this section shall only extend to fences that are within 10 feet of a street or alley or other public place within the City.

10. Electric fences. It is unlawful to install or maintain any electric fence within the city limits except as follows:

   a. For the purposes of protecting farms or agricultural animals using low-voltage, solar fences installed atop a six-foot non-electric fence; or

   b. For securing an outdoor storage area, subject to the provisions below.

   c. For purposes of this subsection:

      i. "electric fence" means a fence, including an electric security fence, with above-ground electric conductors carrying electric current supplied by

batteries, commercial power, or any other source of electricity, installed for the purpose of retaining or excluding any animals, livestock, or persons.

ii. "Electric security fence" means an electric fence installed to protect an outdoor storage area.

iii. "Outdoor storage area" includes an area used for automobile and recreational vehicle repair and service, equipment storage, lumber yards, fleet storage, landscape supplies, or similar uses.

iv. "Responsible person" means a person or entity that owns or controls property on which an electric security fence is sought to be installed or is installed and used pursuant to this section.

v. The installation and use of an electric security fence is permitted within the following zoning districts:

1. Auto Services (AS)

2. Industrial (I)

3. Light Industrial (LI)

d. The Director may, on a case-by-case basis, authorize the installation and use of an electric security fence to secure an outdoor storage area in the following zoning districts if the Director finds there has been an increase in theft and vandalism at the outdoor storage area and finds that use of an electric security fence is warranted because the responsible person has taken reasonable measures to prevent theft and vandalism, but such measures have not been effective:

i. General Commercial (GC)

ii. Downtown Business (DB)

iii. High Density Corridor 1 (HDC-1)

iv. High Density Corridor 2 (HDC-2)

v. High Density Corridor 3 (HDC-3)

vi. High Density Corridor 4 (HDC-4)

e. An electric security fence is only permitted to be installed and used if the outdoor storage area it protects was established and is operated in conformance with City code.

f. An electric security fence installed and used pursuant to this subsection must meet the following electrical requirements:

i. The electrical charge for the electric security fence must be noncontinuous and the electric fence controllers must be approved by a Nationally Recognized Testing Laboratory (NRTL).

ii. The energy source (energizer) for the electric security fence must be provided by a storage battery not to exceed 12 volts DC. The storage battery must be charged primarily by a solar panel. However, the charge from the solar panel may be augmented by a trickle charger.

iii. The electric charge produced by the electric security fence upon contact may not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission (IEC) Standard No. 60335-2-76.

g. An electric security fence installed and used pursuant to this subsection must meet the following height and location requirements:

i. An electric security fence must be completely surrounded by a non-electric perimeter fence or wall that is not less than five feet in height and no more than eight inches from the electric security fence to prevent entrapment.

ii. An electric security fence may not exceed the higher of eight feet or two feet higher than the perimeter fence or wall.

iii. Exceptions:

1. Where a non-electrified perimeter fence or wall already exists within a required yard setback (as defined in OMC 18.02.180 Y) and if such fence or wall was lawfully installed, such fence or wall need not be modified in height or location to meet the requirements of this subsection. The electric security fence may be located within the required yard setback and may not exceed eight feet in height.

2. Rear and side yards: Where a non-electrified perimeter fence does not exist within a required rear or side yard setback, it may not exceed six feet in height and the electric security fence may not exceed eight feet in height.

3. Front yards: The first priority is to place both the non-electrified perimeter fence and the electric security fence outside the required yard setback. If this is not practical due to existing improvements such as paved parking, curbing, or landscaping, both fences can be placed in the required front yard setback. In these instances, the non-electrified perimeter fence may be up to five feet in height and

must be transparent, for example, chain link or metal picket fencing. The electrified portion may extend up to eight feet in height. Both fences must be placed as far back as site conditions allow to avoid being at the edge of an adjacent street or sidewalk.

h. The responsible person shall clearly identify an electric security fence with warning signs 30 square inches in size per IEC standards, posted at intervals less than 30 feet. Such warning signs must read "Warning – Electric Fence" and contain an imager or symbol (e.g. a lightning bolt) that allows non-English speaking individuals to understand that the fence is electrically charged.

i. The permitting process for electric security fences is governed and regulated in accordance with the City's construction and burglar alarm codes. A building permit is required for an electric fence exceeding seven feet in height.

j. Gates, bollards, or other features of an electric security fence must comply with the provisions in OMC 18.40.060.C.3 and provide emergency access in a manner acceptable to the Fire Marshal.

k. Electric security fences must comply with the City's design and landscape and screening standards as applicable. The responsible person shall submit plans to the Community Planning and Development Department for review and approval prior to fence installation.

Proposal 38: Chapter 18.40 – Property Development and Protection Standards

Section 18.40.060 – General Standards

H. Yards.

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

2. Yards/Setbacks.

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

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

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

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

iii. Fences may project into the required yard area if they meet fence height requirements found in OMC 18.40.060(C).

iv. Uncovered steps, porches, or patios, which are no more than thirty (30) inches above the adjacent grade may be placed within the required setback area.

v. Air heating and cooling units 48-inches or less above grade are permitted within rear and side yard setbacks as long as it provides for access and maintenance per the building code.

vi. Uncovered swimming pools, hot tubs and satellite dish antennas may be placed in the rear or interior side yard setback area.

vii. Signs in compliance with OMC 18.43.

viii. Refer to each land use district for other allowed projections in required yards.

c. No building construction nor projection is allowed within any utility, access or public/private easement.

d. The front yard setback for a flag lot shall be a minimum of ten (10) feet measured from the nearest parallel or nearly parallel lot line adjacent to the front facade of the dwelling.

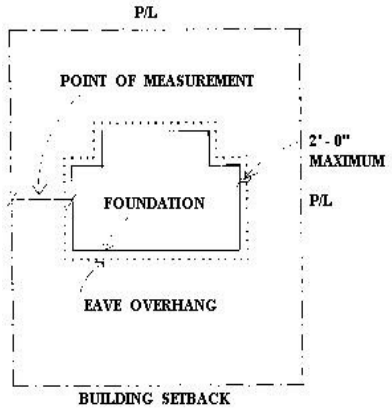


FIGURE 40-4

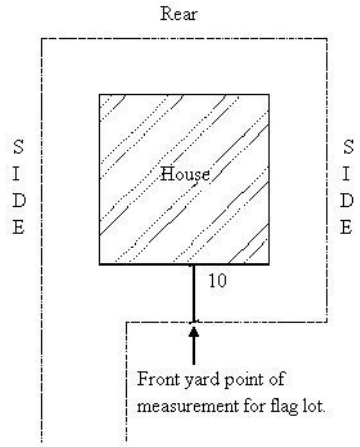


FIGURE 40-5

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

4. For retrofits of existing buildings to be used for residential housing:

   a. The portion of exterior wall assemblies that includes insulation must be allowed to project up to an additional eight inches into the setbacks on all sides;

   b. The building must be allowed to exceed the maximum allowable roof height by eight inches to accommodate additional insulation; and

   c. Gross floor area must be measured from the interior face of the exterior walls, which includes drywall, as typically depicted on the architectural floor plans; and

   d. For existing nonconforming buildings already projecting into setbacks, the portion of exterior wall assemblies that include insulation must be allowed to project up to an additional eight inches into the setbacks on all sides if the building is to be used for residential housing; and

   e. Nothing in this section prohibits a city or county from applying the requirements of the state building code or requires the City to allow a setback of less than 36 inches between residential dwelling units.

Proposal 39: Chapter 18.40 – Property Development and Protection Standards

Section 18.40.080 – Protection Standards

C. Emissions.

1. Air Pollution shall be controlled by the operator and/or proprietor of any land use or activity permitted by this title. The ambient air quality standards specified in Regulation I of the Olympic Air Pollution Control Agency (OAPCA), shall apply to all air contaminants listed therein. See Chapter 173-60 regarding variances and exemptions.

2. Toxic Substances shall be kept to concentrations not exceeding one-fiftieth (1/50) of interior standards by use of the best available control methods and technology in all phases of plant operation and handling of materials, and by an active commitment to good housekeeping practices. Toxic substances not listed in Regulation I of OAPCA, but released into the air shall be limited in accordance with the most current publication entitled Threshold Limit Values, of the American Conference of Governmental Hygienists.

3. Liquid Wastes shall be disposed of through local sanitary sewer systems only upon approval of affected sewer district authorities.

4. Liquid or solid wastes unacceptable to public sewer authorities shall be disposed of on a regular basis in keeping with the best operating characteristics of the industry, and in compliance with the regulations and requirements of local, regional, state or federal agencies having jurisdiction in waste disposal and environmental health and safety.

5. Any operation producing intense heat or glare shall be performed within an enclosure so as to completely obscure such operation from view from any point along the property line.

6. The use, storage, transportation and disposal of all radioactive materials or devices shall be subject to the regulatory jurisdiction and control of the Radiation Control Agency of the Washington State Department of Social and Health Services as amended.

7. No use shall cause earth vibrations~~,~~ ~~or~~ concussions, or construction noise detectable without the aid of instruments beyond its lot lines, with the exception of the temporary vibration produced as a result of construction activity. Such ~~temporary~~ construction activity shall be restricted to the hours between 7:00 a.m. and 6:00 p.m.

Proposal 40: Chapter 18.40 – Property Development and Protection Standards

Section 18.40.080 – Protection Standards

I. Minimum Street Frontage.

1. Each lot, other than in townhouse, cottage and co-housing projects, shall have a minimum of thirty (30) feet of frontage on a public or private street. With respect to binding site plans, this requirement shall apply to the entirety of the binding site plan and not to each individual site or lot. The Director may allow the street frontage to be reduced or eliminated to the minimum extent necessary to enable access to

property where public street access is not feasible for such reasons, including but not limited to, physical site conditions or preexisting development or to protect environmentally Critical Areas. Where frontage is limited, preference is for some street frontage to be provided.

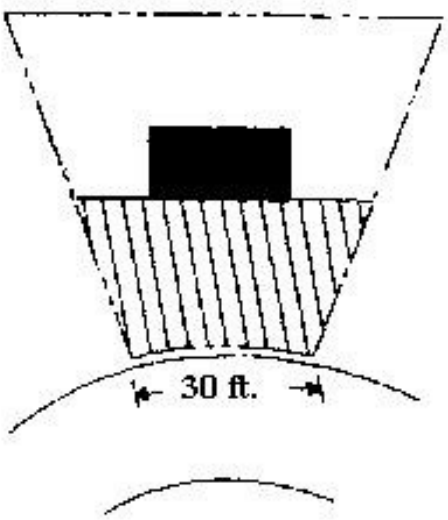


FIGURE 4-2

2. Subdivisions, short subdivisions, binding site plans, and lot line adjustments creating flag lots (with street frontages of less than thirty (30) feet) are subject to the following conditions:

   a. The project shall be designed to minimize the creation of flag lots.

   b. Adjoining flag lots shall share a common driveway wherever possible.

   c. All driveways accessing flag lots shall be designed to allow fire truck access to within one hundred fifty (150) feet of all exterior points of the building(s) on the lot(s), unless alternate forms of fire protection approved by the Chief of the Fire Department are provided, including but not limited to, sprinkler systems.

   d. The area of a flag lot which is less than thirty (30) feet in width shall not be considered part of the minimum lot area required in Table 4.04.

Proposal 41: Chapter 18.43 - Signs

Section 18.43.040 – Exemptions

B. No Permit Required. The following signs do not require a permit when sized and placed in conformance with this chapter:

1. Signs erected by government agencies to implement public policy.

2. Replacing only the face of an existing sign shall not be considered as either a new sign or a structural alteration and does not require a permit.

3. On-premise occupant name plates on residential dwelling units, provided size of name plates does not exceed three (3) square feet in area.

4. Changing of advertising on a legal changeable copy sign (readerboard).

5. Temporary non-commercial signs less than six (6) square feet in sign surface area on private property and installed less than four (4) feet above ground.

6. Normal maintenance of signs that does not change the appearance or size of the sign.

7. Real Estate Signs in conformance with this chapter (see 18.43.080) do not require a permit or Temporary Sign Agreement.

8. Temporary signs for which a Temporary Sign Agreement has been provided to the City.

9. Any signs required to be posted pursuant to the Olympia Municipal Code or any other local, State, or Federal regulation.

10. Any sign on a vehicle, unless such vehicle sign is prohibited pursuant to OMC 18.43.050.

11. Signs placed by the City in City parks or trails, or the Port of Olympia on port owned parks or trails property, in conformance with its standard practices and policies.

12. Signs painted directly on a building.

Proposal 42: Chapter 18.43 – Sign Code

Section 18.43.130 – Residential Sign Zone

Table 43-8: Permanent Signs for Residential Uses in Residential Sign Zone

Permanent Signs – Residential Uses (Not Including Apartment Complexes)		
Home Occupation Businesses and Short-Term Rentals	Up to two (2) square feet, flush mounted near entrance	One (1) per licensed Home Occupation business or short-term rental only
Home Occupation Business abutting west side of 300 and	Up to five (5) square feet if flush mounted near entrance or up to	One (1) per licensed Home Occupation business only

Table 43-8: Permanent Signs for Residential Uses in Residential Sign Zone

Permanent Signs – Residential Uses (Not Including Apartment Complexes)		
400 blocks of West Bay Drive NW	five (5) square feet per side if freestanding	
Development Identification Signs	Freestanding Sign for Residential Subdivisions, up to 50 square feet (or 25 square feet per side).	One (1) per street frontage which has an entry to the development
Permanent Signs – Non-Residential Uses and Apartment/Multifamily Complexes		
Identification signs for non-residential uses	One (1) freestanding or building mounted sign per driveway access from a street. If freestanding, maximum height is four (4) ft.	• Academic schools – up to 100 sq. ft. maximum; • Other Uses: Up to 24 sq. ft. in size (12 sq. ft. per side if double-sided).
Secondary wall signs for non-residential uses	1 per exterior public entrance to the building	Up to 12 square feet of sign area to identify the primary destination of the entrance (e.g. office, library, gymnasium sanctuary).
Identification Signs for Apartment/Multifamily Complexes	Building mounted sign (flush mounted only) or Freestanding sign. • Multi-family uses - up to 16 sq. ft. maximum; Double sided signs: 1/2 the max.	1 per use. Except multi-family uses ~~in RM-18, RM-24 & RMH~~: 2 signs are permitted where there are entrances off 2 public rights-of- way.
Identification Signs for Individual Uses in Multiple Occupancy Buildings	Building mounted sign to be flush mounted only. • Academic schools – up to 100 sq. ft. maximum; • Multi-family uses - up to 16 sq. ft. maximum; • All other uses - 24 sq. ft. maximum. Double sided signs: 1/2 the max.	
Driveway Entrance/Exit Signs	Freestanding only. 5 square feet total (2.5 square feet per side if double sided)	1 per driveway
Directional	18.43.070	
Public Service	18.43.070	

Proposal 43: Chapter 18.100 – Design Review

Section 18.100.060 – Projects Subject to Design Review

Note: The "background" text of this proposal was updated to reflect changes adopted in Ordinance 7444. The changes shown in red text are still proposed.

A. The following projects are subject to design review:

1. All residential uses in the Infill and Other Residential Design District and all commercial, mixed use, and large multifamily p~~P~~rojects within designated design review districts and corridors, as shown on the Official Design Review Map (See OMC 18.100.080);

2. Commercial projects adjacent to residential zones;

3. Commercial or residential projects for Heritage Register properties or those within an historic district;

4. Projects with a building area greater than 5,000 square feet that require a Conditional Use Permit in a residential zone;

5. Residential projects with 7 units or more;

6. Dwelling units on lots less than 5,000 square feet or on substandard lots;

7. Dwelling units proposed on lots within the area depicted on Figure 4-2a, "Areas Subject to Infill Regulations";

8. Master Planned Developments;

9. Manufactured housing parks;

10. All projects within scenic vistas as identified on the official maps of the City (See OMC 18.100.110); and,

~~12~~11. For the purpose of design review, projects within one of the Downtown Design Sub-Districts will be reviewed for consistency with the criteria in chapter 18.120 OMC only.

B. Exceptions: Evergreen Park PUD; interior work; projects or portions of projects which are not visible from a private or public street; and projects which do not affect the character, use, or development of the surrounding properties, or the architectural character of the structure, such as fences, parking lots with less than twenty (20) spaces or minor repair or renovation of, or minor additions to, existing structures.

Proposal 44: Chapter 18.100 – Commercial Design Criteria High Density Corridor (HDC)

Section 18.100.100 – How to Use Design Criteria

Note: The "background" text of this proposal was updated to reflect changes adopted in Ordinance 7444. The changes shown in red text are still proposed.

C. Design Review Criteria Chapters. Design criteria are separated into chapters, depending on whether the development is commercial or residential, and the location or type of that development, as outlined below.

18.105 Historic Structures and Buildings within the Historic Districts. This Chapter applies to structures listed on the Olympia Heritage Register, Washington Heritage Register, and the National Register of Historic Places, and all structures within a Historic District.

18.110 Basic Commercial Design Criteria. This chapter applies to all commercial projects throughout the City that require design review, in addition to the district-specific requirements found in the following chapters, as applicable. It also applies to projects with a building area greater than 5,000 square feet in gross floor area that require a Conditional Use Permit in a residential zone, to commercial projects adjacent to residential buildings, to commercial or residential projects. The design districts are shown on the Official Design Review Districts and Corridors.

18.120 Downtown Design Criteria. This chapter applies to all commercial, mixed use, and residential projects that require design review that are located in one of the Downtown Design Sub-Districts. Projects will be reviewed for consistency with the criteria in Chapter 18.120 only.

18.130 Commercial Design Criteria - High Density Corridors. This chapter applies to all projects that require design review that are located in the HDC districts and abut a design review corridor (see Design Review map).

18.135 Commercial Design Criteria - Residential Scale District. This chapter applies to all projects that require design review that are located in the Residential Scale ~~District~~Corridor.

18.140 Commercial Design Criteria - Auto Oriented District. This chapter applies to all projects that require design review that are located in the Auto Oriented District.

18.145 Commercial Design Criteria - Freeway Corridor. This chapter applies to all projects that require design review that are located in the Freeway Corridor District.

18.155 Commercial Design Criteria - West Bay Drive District. This chapter applies to all projects that require design review that are located in the West Bay Drive District.

18.170 Residential Design Criteria. Design criteria contained in this chapter (OMC 18.170.030 - 18.170.160) apply to all large multifamily residential buildings (i.e.

those with seven or more dwelling units) not specifically governed by chapter 18.175 OMC, and any development with 20 dwelling units or more on a site throughout the City. Projects of this type and size are reviewed by the Design Review Board.

18.175 Residential Design Criteria - Infill and other residential.

OMC 18.175.020 through OMC 18.175.060 of this chapter apply to all residential dwellings proposed on lots within the area depicted on Figure 4-2a in chapter 18.04 OMC; on lots less than 5000 square feet, or on substandard lots. OMC 18.175.080 and OMC 18.175.090 apply to accessory dwelling units ~~throughout the city~~in the infill regulations design district, including manufactured home accessory dwelling units. OMC 18.175.100 applies to cottage development.

18.180 Residential Design Criteria - Manufactured home parks. This chapter applies only to manufactured home parks.

Proposal 45: Chapter 18.100 – Design Review

Section 18.100.090 – Design Review Process

All projects subject to design review are reviewed either by the Design Review Board (DRB), the Joint Review Committee (JRC), or by staff as noted below. The DRB, JRC, or staff shall provide a recommendation to the review authority. The review authority shall give substantial weight to the recommendation of the DRB or JRC. (A project reviewed by the JRC is not also reviewed by the Heritage Review Committee.) For projects subject to Board level review (DRB or JRC), there is only one public meeting and it is for Concept Design Review at the time of Land Use Review. Detail Design Review will be conducted by staff at the time of building permit review. When land use is not required or is waived, all design review will be conducted by staff unless it is subject to review of the Joint Review Committee.

Proposal 46: Chapter 18.100 – Design Review

Section 18.100.110 – Submission Requirements

D. Time Limitations/Processing. Board level review will be combined with Land Use Review and will meet the timelines of the land use process~~Except in cases where the applicant agrees to an extension of time, the Design Review Board shall have a public meeting on an application for a major project within 30 days after an application is deemed complete~~ pursuant to chapter 18.70 OMC.

Proposal 47: Chapter 18.04 – Residential Districts

Section 18.04.060 – Residential districts' use standards

D. CHILD DAY CARE CENTERS.

1. Permitted Use. Child day care centers are permitted in the districts specified in Tables 4.01 and 5.01 subject to the following conditions:

   a. Child day care centers located in residences shall be separate from the usual living quarters of the family, or located in the portion of the residence used exclusively for children and their caregivers during the hours the center is in operation.

   b. Compliance with state licensing requirements.

   c. Prior to initiating child care services, each child care provider must file a Child Care Registration Form with the Department of Community Planning and Economic Development (forms are provided by the Department). The child care provider must demonstrate compliance with the applicable requirements of the code as listed on the Registration Form. No fee will be required for registration.

2. Accessory Use. A child day care center shall be considered an accessory use if it is sited on the premises of a community service use, such as a private or public school, grange, place of worship, community center, library, or similar adult gathering place and it is associated with that activity. Child care facilities for the exclusive use of employees of a business or public facility shall also be allowed as an accessory use of the business or facility. Prior to initiating operation of a child day care center, the operator must register with the City as specified in Subsection 1.

3. ~~Conditional Use. Child day care centers are allowed as a conditional use in the R-4, R-4-8, R-6-12 and MR-7-13 districts, subject to the requirements contained in Subsection A, and the following standard:~~

~~—~~For child day care facilities within a residence: No structural or decorative alteration is permitted which would alter the residential character of an existing residential structure used as a child day care center.

AA. RMH and UR DISTRICTS COMMERCIAL USE REQUIREMENTS.

1. With the exception of Child Care Centers, c~~C~~ommercial uses in the RMH District (see Table 4.01) shall only be allowed in mixed use buildings and shall not exceed five thousand (5,000) square feet in size.

2. With the exception of Child Care Centers, c~~C~~ommercial uses in the UR District (See Table 4.01) shall only be allowed in mixed use buildings and shall not exceed ten percent (10%) of gross floor area or five thousand (5,000) square feet in size, whichever is smaller.

3. In the UR District, on half block areas facing Union Street, office/commercial or other allowed uses equivalent to one story may be built when part of a housing project.

TABLE 6.01 PERMITTED AND CONDITIONAL USES														
COMMERCIAL DISTRICT	**NR**	**PO/RM**	**GC**	**MS**	**UW**	**UW-H**	**DB**	**AS**	**CSH**	**HDC-1**	**HDC-2**	**HDC-3**	**HDC-4**	**APPLICABLE REGULATIONS**
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
1. EATING & DRINKING ESTABLISHMENTS														
Drinking Establishments			P		P	P	P		C 18.06.060(P)		P	P	P	
Drinking Establishments - Existing		P 18.06.060(GG)				P								
Restaurants, with drive-in or drive-through			P										P	
Restaurants, with drive-in or drive-through, existing			P				P 18.06.060(U)					C	P	
Restaurants, without drive-in or drive-through	P 18.06.060 (U)(3)	C	P	P 18.06.060 (U)(2)	P	P	P 18.06.060 (U)(1)	P	P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
2. INDUSTRIAL USES														
Industry, Heavy														

Industry, Light			C		P/C 18.06. 060(N)									
On-Site Treatment & Storage Facilities for Hazardous Waste					P 18.06. 060(Q)									
Piers, Wharves, Landings					P									
Printing, Industrial			C		P/C 18.06. 060(N)									
Publishing		C	C		P		P		C	C				
Warehousing			P		P/C 18.06. 060(AA)		P							
Welding & Fabrication			C		P/C 18.06. 060(N)		P							
Wholesale Sales		C 18.06. 060 (BB)(3)	P		P/C	18.06. 060(BB)		P		P	18.06. 060 (BB)(2)			
Wholesale Products Incidental to Retail Business			P		P	P						P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
3. OFFICE USES (See also SERVICES, HEALTH)														
Banks		P	P		P/C	P	P/C	P	P	P	P	P	P	

					18.06.060 (D)(2)	18.06.060 (D)(2)	18.06.060 (D)(2)					18.06.060 (D)(1)		
Business Offices		P	P		P	P	P	P	P	P	P	P	P	
Government Offices		P	P		P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
4. RECREATION AND CULTURE														
Art Galleries	P	P	P		P	P	P		P	P	P	P	P	
Auditoriums and Places of Assembly			P		P	P	P					P	P	
Boat Clubs					P	P								
Boating Storage Facilities					P			P						
Commercial Recreation		C	P		P	P	P	P		C	C	P	P	
Health Fitness Centers and Dance Studios	P	P 18.06.060(L)	P	P	P	P	P	P	P	P 18.06.060(L)	P 18.06.060(L)	P	P	
Libraries	C	C	C	C	P	P	P		P	C	P	P	P	18.04.060(V)
Marinas/Boat Launching Facilities					P 18.06.060(CC)	P								
Museums		C	P		P	P	P		P	C	C	P	P	18.04.060(V)
Parks, Neighborhood	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)

Parks & Playgrounds, Other	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)
Theaters (Drive-in)			C											
Theaters (No drive-ins)			P		P	P	P				C	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
5. RESIDENTIAL														
Apartments		P	P	P 18.06.060(T)	P	P	P		P	P	P	P	P	
Apartments above ground floor in mixed use development	P	P	P	P 18.06.060(T)	P	P	P		P	P	P	P	P	
Boarding Houses		P	P	P 18.06.060(T)	P	P	P		P	P	P	P	P	
Cooperative - Housing		P	P			P	P			P	P		P	
Duplexes	P	P	P	P 18.06.060(T)			P		P	P	P		P	
Fraternities, Dormitories		C	P	P 18.06.060(T)	P	P	P		P	C	P	P	P	
Group Homes (6 or less)	P	P	P 18.06.060(K)	P 18.06.060(T)	P	P	P 18.06.060(K)		P	P	P	P 18.06.060(K)	P 18.06.060(K)	18.04.060(K)

Group Homes (7 or more)	C	C	C 18.06. 060(K)	C 18.06. 060(T)	C	C	C 18.06. 060(K)		C	C	C	C 18.06. 060(K)	P 18.06. 060(K)	18.04.060(K)
Mobile or Manufactured Homes Park - Existing		C	C	C 18.06. 060(T)						C			C	18.04.060(P)
Quarters for Night Watch person/ Caretaker					P	P								
Retirement Homes		P	P	P 18.06. 060(T)	P	P	P		P	P	P	P	P	
Single-Family Residences	P	P	P	P 18.06. 060(T)			P		P	P	P	P	P	
~~Single Room Occupancy Units~~Co-Living Housing		P	~~C~~P	P	P	P	P		P	P	P	P	~~C~~P	18.04.080(HH)
Townhouses	P	P	P	P 18.06. 060(T)		P	P		P	P	P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
6. RETAIL SALES														
Apparel and Accessory Stores			P		P	P	P					P	P	
Boat Sales and Rentals			P		P	P	P	P					P	

Building Materials, Garden and Farm Supplies	P		P		P	P	P					P	P	
Commercial Greenhouses, Nurseries, Bulb Farms	C	C 18.04. 060 (G)	C	C					C		P	P		18.04.060(G)
Food Stores	P	P 18.06. 060(H)	P		P	P	P		P	P 18.08. 060(H)	P	P	P	
Furniture, Home Furnishings, and Appliances			P		P	P	P				P	P	P	
Gasoline Dispensing Facilities accessory to a permitted use	P 18.06. 060 (W)(4)		P		P 18.06. 060(W)		P 18.06. 060 (W)(2)	P				P 18.06. 060(W)	P 18.06. 060 (W)	
Gasoline Dispensing Facility accessory to a permitted use - Existing	P 18.06. 060(W)		P		P 18.06. 060(W)		P 18.06. 060(W)				P	P 18.06.0 60(W)	P	
General Merchandise Stores	P	P 18.06. 060(J)	P		P	P	P			P 18.06. 060(J)	P	P	P	
Mobile, Manufactured, and Modular Housing Sales			P											
Motor Vehicle Sales			P				P	P					P	

Motor Vehicle Supply Stores			P		P	P	P	P			P	P	P	
Office Supplies and Equipment		P 18.06. 060(DD)	P		P	P	P		P	P 18.06. 060(DD)	P	P	P	18.06.060(CC)
Pharmacies and Medical Supply Stores	P	P 18.06. 060 (EE)	P	P	P	P	P		P	P 18.06. 060(EE)	P	P	P	18.06.060(DD)
Specialty Stores	P 18.06 .060 (Y)(3)	P 18.06 .060 (Y)(4)	P	C 18.06. 060 (Y)(2)	P	P	P			P 18.06. 060 (Y)(4)	P	P 18.06. 060 (Y)(1)	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
7. SERVICES, HEALTH														
Hospitals				P			P		P					
Nursing, Congregate Care, and Convalescence Homes	C	C	C	P			C		C	C	C	P	P	18.04.060(S)
Offices, Medical		P	P	P	P	P	P	P	P	P	P	P	P	
Veterinary Offices/Clinics			P								P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
8. SERVICES, LODGING														
Bed & Breakfast Houses (1 guest room)	P	P 18.06. 060(E)	P 18.06. 060(E)	P 18.06. 060(E)	P	P	P			P	P	P	P	18.04.060(L)(3)(c)

Bed & Breakfast Houses (2 to 5 guest rooms)	C	P 18.06. 060(E)	P 18.06. 060(E)	P 18.06. 060(E)	P	P	P		C	P	P	P	P	18.04.060(L)(3)(c)
Hotels/Motels			P	C	P		P		P				P	
Lodging Houses		P	P	P	P		P		P	P	P	P	P	
Recreational Vehicle Parks			P										P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
9. SERVICES, PERSONAL														
Adult Day Care Home	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)(3)(b)
Child Day Care Centers	~~C~~P	P	P	P	P	P	P	P	P	P	C	P	P	18.04.060(D)
Crisis Intervention	C	P	C	P			P		C	P	C	C	C	18.04.060(I)
Family Child Care Homes	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Funeral Parlors and Mortuaries		C	P				P			C		P	P	
Laundries and Laundry Pick-up Agencies	p	p	P	P	P	P	P			P	P	P 18.06. 060(O)	P	
Personal Services	P	P	P	P	P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
10. SERVICES, MISCELLANEOUS														

Auto Rental Agencies			P		P	P	P	P			C	P	P	
Equipment Rental Services, Commercial			P		P		P				P	P	P	
Equipment Rental Services,														
Commercial - Existing		P 18.06. 060 (FF)												
Ministorage			P				P							
Printing, Commercial	P	P	P		P	P	P		P	P	P	P	P	
Public Facilities (see also Public Facilities, Essential on next page)	C	C	C	C	P	C	P	P	P	C	C	C	C	18.04.060(V)
Radio/T.V. Studios		P	P		P	P	P		P	P	P	P	P	
Recycling Facilities	p	P	P	P	P		P		P	P	P	P	P	18.06.060(V)
School - Colleges and Business, Vocational or Trade Schools		C	P		P	P	P		P	C	C	C	P	18.06.060(X)
Service and Repair Shops			P				P	P				P	P	
Service Stations/Car Washes			P				P 18.06. 060(W)	P				P 18.06. 060(W)	P 18.06. 060 (W)	

Service Stations/Car Washes - Existing			P		P 18.06.060(W)		P 18.06.060(W)				P	P 18.06.060(W)	P 18.06.060 (W)	
Servicing of Personal Apparel and Equipment	P	P	P		P	P	P			P	P	P	P	
Truck, Trailer, and Recreational Vehicle Rentals			P					P						
Workshops for Disabled People	C	C	C	C	P	C	P		C	C	C	C	C	18.04.060(R)
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
11. PUBLIC FACILITIES, ESSENTIAL														
Airports			C										C	18.06.060(G)
Inpatient Facilities		C	C	C 18.06.060(T)	C		C		C	C	C	P	P	18.06.060(G) 18.04.060(K)
Jails			C		C		C		C				C	18.06.060(G)
Mental Health Facilities			C	C 18.06.060(T)	C		C						C	18.06.060(G) 18.04.060(K)
Other Correctional Facilities		C	C	C 18.06.060(T)	C	C	C		C	C	C	C	C	18.06.060(G)
Other facilities as designated by the Washington State Office of Financial Management,		C	C		C		C			C	C	C	C	18.06.060(G)

except prisons and solid waste handling facilities														
Radio/TV and Other Communication Towers and Antennas	C	C	C	C	C	C	C	C	C	C	C	C	C	18.06.060(G) 18.44.100
Sewage Treatment Facilities	C	C	C	C	P		P		C	C	C	C	C	18.06.060(G) 18.04.060(X)
State Education Facilities		C	C		C		C		C	C	C	C	C	18.06.060(G) 18.06.060(X)
State or Regional Transportation Facilities	C	C	C	C	C	C	C		C	C	C	C	C	18.06.060(G)
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
12. TEMPORARY USES														
Entertainment Events			P		P	P	P						P	
Off Site Contractor Offices	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(DD)
Emergency Housing	P	P	p	P	P			P	P	P	P	P	P	18.04.060(DD)
Fireworks, as determined by Fire Dept.			P		P	P	P				P	P	P	9.48.160

Mobile Sidewalk Vendors		P	P	P	P	P	P			P	P	P	P	
Parking Lot Sales			P		P	P	P	P			P	P	P	
Residences Rented for Social Event (6 or less in 1 year)	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(DD)
Residences Rented for Social Event (7 or more in 1 year)	C	C	C	C	C	C	C		C	C	C	C	C	
Temporary Surface Parking Lot		P	P		P	P	P		P					
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
13. OTHER USES														
Accessory Structures/Uses														
Adult Oriented Businesses			P										P	18.06.060(B)
Agriculture	P	P	P	P					P	P	P	P	P	
Animals	P	P	P	P	P	P	P		P	P	P	P	P	18.06.060(C)
Cemeteries	C	C	C	C					C	C	C		C	
Conference Center			P		P	P	P						P	
Fraternal Organizations		P	P		P	P	P		P/C 18.06.060(I)	P	P	P	P	

Gambling Establishments			C											
Garage/Yard/ Rummage and Other Outdoor Sales	P	P	P	P	P	P	P		P	P	P	P	P	5.24
Home Occupations	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Parking Facility, Commercial		P	P		P	P	P 18.06. 060(S)			P	P	P 18.06. 060(S)	P	18.04.060(V)
Places of Worship	C	C	P	C	P	P	P		C	C	C	P	P	18.04.060(U)
Racing Pigeons	C	C	C	C					C	C	C	C	C	18.04.060(Y)
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
Schools	C	C	P	C	C	C	C		C	C	C	P	P	18.04.060(DD)
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communications Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44

LEGEND			
P = Permitted Use	PO/RM = Professional Office/Residential Multifamily	GC = General Commercial	HDC-1=High Density Corridor-1
MS = Medical Services		UW = Urban Waterfront	HDC-2=High Density Corridor-2
DB = Downtown Business	AS=Auto Services	UW-H = Urban Waterfront-Housing	HDC-3=High Density Corridor-3
C = Conditional Use	NR = Neighborhood Retail	CSH = Commercial Services-High Density	HDC-4=High Density Corridor-4

2026 Proposed Code Amendments
City of Olympia

The City of Olympia is proposing amendments to the Olympia Municipal Code (OMC). This document is a companion to the proposed amendments, intended to provide information about each of the 47 requested amendments and the outcome, if approved. Page numbers provided correspond to the first public draft of the proposal.

For more information, please contact Joyce Phillips at jphillip@ci.olympia.wa.us or 360.570.3722.

#	Page #	Request by:	Purpose	Outcome
1	Page 1	CPED	Treat all residential zoning districts the same regarding parking. Acknowledge there are more than 3 residential zoning districts.	Treat all residential neighborhoods the same way for parking enforcement.
2	Page 2	OFD	Remove definition of bulk storage	Remove definition.
3	Pages 2-3	OFD	Remove an exception related to access roadways	Remove an exception that was causing "gray" areas and instead rely on access standards.
4	Page 3	OFD	Clarify that Section 16.32.053 – Chapter 9 refers to Commercial Type Hoods.	Section title renamed to Commercial Type Hoods. Helps make it easier for people to find code language related to commercial type hoods.
5	Page 3	OFD	Clarify which parts of the International Fire Code are not adopted by Olympia.	Clarify that Appendix A, Appendix C, and Appendix J are not applicable in Olympia.
6	Pages 3-5	OFD	Clarify when fire alarms are required.	Remove a specific requirement that states that manual fire alarm stations shall be located within 5 feet of all required exits on each floor level and from the structure; add language that applies when certain types of automatic fire sprinkler systems are present in some building types (Group R).
7	Pages 6-8	State Required (HB1096)	Add provisions to the subdivision code to allow "lot splitting"	Add provisions to the subdivision code to allow lot splitting as a type of subdivision.

#	Page #	Request by:	Purpose	Outcome
8	Page 8	CPED	Expand the purpose statement of Title 18 to include renewable energy systems and the reduction of greenhouse gas emissions.	Add provisions to the purpose statement of Title 18 regarding renewable energy systems and the reduction of greenhouse gas emissions.
9	Page 9	CPED	Clarify that "shall" and "must" are requirements within the code; remove the year (1986) in regard to the official dictionary used when considering ordinarily accepted meanings	Clarify that "shall" and "must" are requirements within the code; remove the year (1986) in regard to the official dictionary used when considering ordinarily accepted meanings
10	Pages 9-10	CPED	Clean up language in the code about how to address properties that are divided into more than one zoning district.	The property will be reviewed based on a consolidated site plan that uses one of the two zones for development.
11	Pages 10-11	CPED	Add new definitions	Definitions for adjacent, floor area ratio, solar energy system, solar photovoltaic system, grid-connected solar energy system, roof-mounted solar energy system, Ground-mounted solar energy system as accessory and primary uses, and revisions to property line definitions are provided.
12a	Page 12	CPED	Address "large multifamily" as a permitted use, but one that is different than other housing types given the number of units allowed per lot.	Clarify that large multifamily developments are only allowed in higher density zones. This closes an unintended loophole that may have been construed to allow more than 6 units per lot on larger lots in lower density residential zoning districts.
12b	Page 13	State Required (SB 5509)	Address where child day care centers are allowed.	Allow child day care centers in all residential zoning districts.
13	Page 18	CPED	Remove limitation of the number of people cared for in a Hospice Care Center in two zoning districts.	Remove the limitation of the number of people cared for in a Hospice Care Center. Rely on state license.
14	Pages 18-19	State Required (See RCW 35A.21.440)	Address new state requirements for adding housing units in existing buildings.	Address new state requirements for adding housing units in existing buildings. Affects 18.04 – Residential Districts and 18.06 – Commercial Districts.

#	Page #	Request by:	Purpose	Outcome
15	Page 19	CPED	Address temporary surface parking lot language to add clarity.	Clarify that provisions for temporary surface parking areas are applicable to such lots only when they were previously approved/permitted.
16	Pages 23-24	CPED	Clarify that Hard Surface bonus is available to projects that meet applicability of 18.04.080.k.1.b, not all of 18.04.080.K.1; and that land areas that are submerged for all or part of the year do not count toward the developable land area of the lot.	Clarify that Hard Surface bonus is available to projects that meet applicability of 18.04.080.k.1.b, not all of 18.04.080.K.1; and that land areas that are submerged all or part of the year do not count toward the developable land area of the lot.
17	Pages 25-38	CPED	Clean up the table to increase readability, address new category of "large multifamily", and make changes to match format of the related table in the residential districts chapter.	Clean up the table to increase readability, address new category of "large multifamily", and make changes to match format of the related table in the residential districts chapter. One example: Building coverage is removed and impervious surface and hard surface limits will determine coverage allowed.
18	Page 39, 49-50	State Required (See RCW 36.70A.813 and RCW 36.70A.815)	Address when maximum building height can be exceeded to allow for roof-mounted solar energy panels and when upper story stepbacks and façade modulation cannot be required.	Address when maximum building height can be exceeded to allow for roof-mounted solar energy panels and when upper story stepbacks and façade modulation cannot be required.
19	Pages 50-51	CPED	Provide Hard Surface Coverage allowances currently provided for in residential areas in commercial areas when certain requirements are met.	Provide Hard Surface Coverage allowances currently provided for in residential areas in commercial areas when certain requirements are met.
20	Page 51	CPED	Require the 10 foot maximum front yard setback only along design review corridors or on streets designated as arterials.	Removes the 10 foot maximum setback from lower intensity streets that carry lower traffic volumes. The intention is to have buildings oriented to and close to sidewalks for high traffic streets, but currently the provision applies to all streets.
21	Pages 51-52	Historic Pres.	Update the purpose and intent language.	Update the purpose and intent language to better match the inclusive values of the City.

#	Page #	Request by:	Purpose	Outcome
22	Page 52	Historic Pres.	To update Heritage Commission requirements in code to reflect how the commission operates in order to be uniform with the City's Advisory Body requirements.	Reduce the number of members on the Heritage Commission from 11 to 9 members. This is similar to other advisory committees and may help make it easier to keep the positions filled.
23	Page 52	Historic Pres.	Modify the language about the composition of Commission members in order to reduce the commission's potential for being out of compliance in the case that recruitment is not able to bring in specific subject matter experts.	Reduce the requirement for 4 of the members (down to 2 members) to have specific professional requirements. This may help make it easier to keep the commission positions filled.
24	Page 53	Historic Pres.	Route the reader to the general rules that the heritage commission follows as one of the many advisory bodies of the City to provide more information on terms of appointment.	Add citation to advisory committee code language.
25	Pages 53-54	Historic Pres.	Clarify that the Olympia Heritage Commission must maintain the local Olympia Heritage Register, but does not maintain the State or National register. Alter language to add clarity on process. Remove mentions of references that are no longer applicable..	Add clarifying language about the Heritage Commission powers and duties.
26	Page 54-55	Historic Pres.	Correct code to reflect the City's advisory body procedures that are in practice to be in compliance with City's standards at a larger level.	Add citation to policy on Community-Member Advisory Boards, Commissions and Committees (See OMC 2.100.040).
27	Page 55	Historic Pres.	Amend section name	Amend section name to clarify applicability to the Olympia Heritage Register.
28	Page 55-57	Historic Pres.	Amend section title and add clarification to code language to clarify that the City only maintains our local register, but does not have jurisdiction to maintain or regulate the state or national registers.	Amend language to apply to the Olympia Heritage Register and local historic districts.

#	Page #	Request by:	Purpose	Outcome
29	Page 57	Historic Pres.	Update language to remove reference to obsolete policy.	Remove reference to SEPA Mitigation Policy for Olympia Historic Resources.
30	Pages 57-58	Historic Pres.	Update language	Update language to better align with OMC 18.70, which identifies administration of various permit types, and current terminology.
31	Page 58	Historic Pres.	Update language	Update language to better align with OMC 18.70, current terminology, and current processes.
32	Pages 59-60	CPED	Require that landscaping plans include the location of underground utility lines and equipment; and irrigation plans, if applicable for the project.	Require that landscaping plans include the location of underground utility lines and equipment; and irrigation plans, if applicable for the project.
33	Page 60	CPED	Address parking exemptions in OMC 18.38.	Address parking exemptions in OMC 18.38.
34	Pages 61-62	State Required (See RCW 36.70A.622)	Address certain parking provisions.	Add residential parking provisions as required by Washington State.
35	Page 62	CPED	Address commercial parking provisions in the Downtown Parking Exemption Area.	All structures and uses shall be exempt from the vehicle parking standards but new buildings over 3,000 sq. ft. of gross leasable area shall provide bicycle parking.
36	Page 62	CPED	Clarify that if bicycle or vehicle parking is provided, even if it is not required, that it shall meet standards.	Clarify that if bicycle or vehicle parking is provided, even if it is not required, that it shall meet standards.
37	Pages 63-68	CPED	Address fence and hedge standards to point out additional provisions that apply to some properties.	Add that for properties located in the Downtown Design Review District to see OMC 18.120.370. For other properties that may have a Master Plan approval, such as Briggs Village, to see adopted regulations.
38a	Page 69	CPED	Clarify that some mechanical equipment is allowed in side yard setbacks.	Clarify that mechanical equipment is allowed in side yard areas and may exceed 30 inches in height.

#	Page #	Request by:	Purpose	Outcome
38b	Page 70	State Required (See RCW 35A.21.440, RCW 35.21.990, HB 1042, & HB 1757)	Add provisions for the retrofit of existing buildings when changing to add new housing units.	Clarify when certain energy efficiency measures are allowed to extend into setback areas when existing buildings are being converted into residential units.
39	Pages 70-71	CPED	Add clarifying language to noise standards regarding construction activity.	Add clarifying language to noise standards regarding construction activity.
40	Pages 71-72	CPED	Identify the City's preference for each lot to have at least some street frontage, such as by creating a "flag lot".	Identify the City's preference for each lot to have at least some street frontage.
41	Pages 72-73	CPED	Clarify that signs painted on the side of a building do not require a building permit.	Clarify that signs painted on the side of a building do not require a building permit.
42	Pages 73-74	CPED	Allow multifamily complexes to have two signs.	Allow up to 2 signs when there is frontage on 2 public rights of way.
43	Page 75	CPED	Clarify that design review applies to "large multifamily" projects and to all residential projects in the Infill Design Review District. Clarify that design review is not required for projects that are not visible from a street.	Clarify that design review applies to "large multifamily" projects and to all residential projects in the Infill Design Review District. Clarify that design review is not required for projects that are not visible from a street.
44	Pages 76-77	CPED	Provide language clarifying when design review standards apply to development proposals.	Provide language clarifying when design review standards apply to development proposals.
45	Page 77	CPED	Clarify that when land use review is not required or is waived, all design review will be conducted by staff unless it is subject to review of the Joint Review Committee.	Clarify that when land use review is not required or is waived, all design review will be conducted by staff, unless it is subject to review of the Joint Review Committee.
46	Page 77	CPED	Clarify that when Board Level design review is required, the administration of the project will be processed in accordance with the timelines associated with the land use permit per OMC 18.70 (Administration).	Clarify that when Board Level design review is required, the administration of the project will be processed in accordance with the timelines associated with the land use permit per OMC 18.70 (Administration).

#	Page #	Request by:	Purpose	Outcome
47	Pages 77-91	State Required (See RCW 35A.21.440)	Allow child day care centers in all zoning districts except industrial zones.	Allow child day care centers in all zoning districts except industrial zones.

Olympia Planning Commission

April 6, 2026

Olympia City Council
PO Box 1967 Olympia
WA 98507-1967

SUBJECT: 2026 Code Amendments

Dear Mayor Payne and Councilmembers:

The Planning Commission recommends approval of the 2026 Code Amendments. The Commission had a briefing on the proposal on March 2, 2026. A public hearing was conducted on April 6, 2026, so the Commission could consider input from the public on the proposal as we completed deliberations.

The Commission voted to recommend approval of the Code Amendments. The commission would like to highlight the following suggestion for future consideration:

- Proposal #14F: During deliberations we discussed striking the "except ground floor commercial or retail that is along a pedestrian street". Removing this restriction would allow for more housing, while vacancies suggest that the city has sufficient commercial space. However, we concluded that removing the clause would require further study as it interacts with other goals (e.g. ground floor interaction on pedestrian streets). **We recommend that the clause be revisited this year during implementation of SB 6026 and other upcoming state requirements that also constrain the requirements of ground floor commercial and be informed by the recent vacancy study.**

Thank you for the opportunity to provide input for your consideration.

Sincerely,

Gregory R. Quetin

Greg Quetin
Chair

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

City Council

Approval of an Ordinance to Adopt Code Amendments Related to Title 16 - Building and Construction

Agenda Date: 6/16/2026
Agenda Item Number: 4.N
File Number:26-0430

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

Title
Approval of an Ordinance to Adopt Code Amendments Related to Title 16 - Building and Construction

Recommended Action
Committee Recommendation:
The Land Use and Environment Committee recommend approval of an ordinance adopting Code Amendments related to Title 16 - Building and Construction.

City Manager Recommendation:
Move to approve, on first reading and forward to second reading, an ordinance to adopt Code Amendments related to Title 16 - Building and Construction.

Report
Issue:
Whether to approve, on first reading and forward to second reading, an ordinance to adopt Code Amendments related to Title 16 - Building and Construction.

Staff Contact:
Casey Schaufler, Associate Planner, Community Planning and Economic Development, 360.753.8254

Presenter(s):
None - Consent Calendar Item.

Background and Analysis:
Staff regularly proposes amendments to the Olympia Municipal Code (OMC) to make updates, corrections, and clarifications, including amendments necessary to comply with new state requirements. During the multi-year Comprehensive Plan update process, staff identified several areas of the code that warranted future amendment but deferred work on those items until completion of the Comprehensive Plan update.

During that same timeframe, the Washington State Legislature adopted new laws requiring local code

amendments. Due to statutory timelines included in some of the legislation, several of the required amendments are highly specific and must be adopted within six months of the Comprehensive Plan update. As a result, some of the proposed code amendments must be completed by the end of June of this year.

This set of proposed amendments affects several different Titles within the OMC. The amendments originate from a variety of sources and operational needs. Some were requested by the Olympia Fire Department and relate to Title 16 (Buildings and Construction). Others were proposed by the City's Historic Preservation Planner and development review planners within the Community Planning and Development Department, affecting Title 10 (Vehicles and Traffic) and Title 18 (Unified Development Code). Additional amendments are necessary to comply with new state requirements and affect Title 17 (Subdivisions) and Title 18 (Unified Development Code).

Because several years passed without a comprehensive package of code amendments, and due to the need to address both accumulated updates and new state mandates, the 2026 amendment package is relatively extensive. In total, the package includes more than 40 proposed amendments that would modify four Titles in the OMC.

To improve organization and readability, staff arranged the amendments generally in the order in which they appear in the OMC. Each proposal is identified by number and includes the relevant code citation and topic area. Amendments are grouped by Title, and within each Title, proposals are organized by chapter and section order. To reduce the overall length of the document, only the specific subsections proposed for amendment are included.

To assist members of the public in understanding the purpose of each proposal and identifying which amendments are required by state law, staff also prepared a companion review document.

Planning Commission
The Planning Commission received a briefing on the proposed amendments in March and held a public hearing in April. No written comments were submitted, and no members of the public provided testimony during the hearing.

Following deliberation, the Planning Commission recommended approval of the amendments as proposed. During discussion, the Commission considered issues related to ground-floor retail requirements and the limitations those requirements may create for housing development in certain areas of Downtown Olympia. This language was not specifically proposed for amendment, but Commissioners are aware of it, the City's vacancy study work, and upcoming requirements for allowing ground-floor residential units in most of the City.

Ultimately, the Commission recommended revisiting the issue later this year as part of the implementation of SB 6026 and other forthcoming state requirements that may further limit local ground-floor commercial requirements. The Commission also recommended that future discussion be informed by the findings of the recent commercial vacancy study.

Land Use and Environment Committee
The Committee considered the proposed amendments at its meeting in May. The Committee recommends approval of the code amendments as proposed and understands the issues raised by the Planning Commission. Planning Commission Chair, Greg Quetin, was present to summarize the

Commission's deliberations and answer questions.

Climate Analysis:
These proposed amendments are relatively minor or additions to the code to address new state requirements. Staff do not believe these amendments will have a significant impact on climate related issues, either positively or negatively. Some of the amendments to implement new requirements do support urban land uses and the retrofitting of existing buildings being converted to residential uses that meet newer, more stringent, energy code requirements. These measures will provide some support for our community's efforts to reduce emission of greenhouse gases.

Equity Analysis:
These amendments are likely to only have a minimal effect on equity issues. Some of the amendments will provide support for the conversion of existing structures into residential uses. This could provide greater housing supply, which may help slow, or potentially reduce, the cost of housing for renters. If such projects are taken in areas where other incentives for multifamily housing exist, this could make housing projects more likely to occur.

Neighborhood/Community Interests (if known):
Staff received some questions regarding the proposed amendments when they were first issued in late February. Those questions led to the development of the review companion document and appear to have answered those questions. No additional inquiries were made, and no public comments were received.

Financial Impact:
Funding for this work was supported through the department's existing base budget.

Options:
1. Move to approve, on first reading and forward to second reading, an ordinance to adopt Code Amendments related to Title 16 - Building and Construction.
2. Move to approve, on first reading and forward to second reading, an ordinance to adopt Code Amendments related to Title 16 - Building and Construction, with revisions.
3. Do not adopt an ordinance for Code Amendments related to Title 16 - Building and Construction.

Attachments:
Ordinance - Title 16
Proposed Code Amendments
Companion Review Document
Planning Commission Recommendation Letter

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING TITLE 16, BUILDINGS AND CONSTRUCTION OF THE OLYMPIA MUNICIPAL CODE, RELATED TO MISCELLANEOUS CODE AMENDMENTS

WHEREAS, City staff identified necessary minor corrections to certain sections of Title 16 of the Olympia Municipal Code for the clarification and updating of code language related to fire department access and fire alarm provisions; and

WHEREAS, on February 23, 2026, the City of Olympia Community Planning and Economic Development Department proposed multiple minor amendments to various chapters in the Olympia Municipal Code, including in Title 16, Buildings and Construction; and

WHEREAS, Notice of Application for the Proposed Amendments was routed to all Recognized Neighborhood Associations within the City of Olympia and to the Council of Neighborhoods Association on February 23, 2026; and

WHEREAS, on February 23, 2026, the Proposed Amendments were sent to the Washington State Department of Commerce Growth Management Services with the Notice of Intent to Adopt Development Regulation amendments as required by RCW 36.70A.106 and no comments were received from state agencies during the comment period; and

WHEREAS, on March 2, 2026, the Olympia Planning Commission received a briefing on the Proposed Amendments; and

WHEREAS, on March 11, 2026, the City of Olympia issued a Determination of Non-Significance pursuant to the State Environmental Policy Act (SEPA) on the Proposed Amendments; and

WHEREAS, on March 25, 2026, notice of the public hearing for the Proposed Amendments was provided to all Recognized Neighborhood Associations with the City of Olympia pursuant to Chapter 18.70 OMC, Public Notification; and

WHEREAS, on March 25, 2026, notice of the public hearing for the Proposed Amendments was provided to all Parties of Record pursuant to Chapter 18.70 OMC, Public Notification; and

WHEREAS, on March 27, 2006, a legal notice was published in *The Olympian* newspaper regarding the date of the Olympia Planning Commission's public hearing on the Proposed Amendments; and

WHEREAS, on April 6, 2026, the Olympia Planning Commission received a briefing, held a public hearing, and deliberated the Proposed Amendments; and

WHEREAS, there were no written or oral public comments or testimony received on the Proposed Amendments; and

WHEREAS, following the public hearing and deliberations, on April 6, 2026, the Planning Commission provided to the City Council its recommendation to amend multiple chapters including in Title 16, Buildings and Construction; of the Olympia Municipal Code (OMC), as proposed; and

WHEREAS, the Proposed Amendments are consistent with the Olympia Comprehensive Plan and other chapters of Title 18 OMC; and

WHEREAS, the Proposed Amendments have been reviewed pursuant to the Rezones and Text Amendments process outlined in Chapter 18.70 OMC; and

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

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

Section 1. Amendment of OMC 16.32.020. Olympia Municipal Code Chapter Section 16.32.020 is hereby amended to read as follows:

For the purposes of this chapter:

A. Corporation Counsel. Whenever "corporation counsel" is used in the International Fire Code, it means the city attorney of the city of Olympia.

B. Jurisdiction. Whenever "jurisdiction" is used in the International Fire Code, it means the city of Olympia.

~~C. For the purpose of this chapter, whenever the term "bulk storage" is used in the International Fire Code, it means a single or multiple container exceeding 124 gallons (472.3L) water capacity.~~

Section 2. Amendment of OMC 16.32.050(A). Olympia Municipal Code Subsection 16.32.050 is hereby amended to read as follows:

A. Every building hereafter constructed ~~shall~~ must be accessible to fire department apparatus by way of access roadways constructed to the standards contained in the Development Guidelines and Public Works Standards adopted by reference in this code, and capable of supporting the imposed loads of fire apparatus and having a minimum of 13' 6" of vertical clearance. All required roadways in excess of 150' that dead end ~~shall~~ must have a turnaround area with a minimum inside radius of 30' with a minimum of 20' unobstructed roadway measured from any point on the perimeter. In addition, all required access roadway grades ~~shall~~ must conform to the following:

1. Positive transition grades ~~shall~~ must be no greater than ~~ten~~ 10 percent in 20' measured at any point. Steeper grades in 20' behind the sidewalk may be allowed if profiles are submitted to the engineering and fire departments for approval, including a design grade that will allow clearance for fire apparatus.

2. Negative transition grades ~~shall~~ may be no greater than eight percent for a distance of 12'. Steeper grades in 12' behind the sidewalk may be allowed if profiles are submitted to the engineering and fire departments for approval, indicating a clearance for fire apparatus.

3. Roadway and driveway surfaces ~~shall~~ must be all weather (one layer of asphalt over approved base per City of Olympia Engineering Design Standards) prior to the commencement of vertical combustible construction.

~~Exception: When there are not more than two group R, Division 3 or M occupancies, as defined in the building code, the requirement of this section may be modified when, in the opinion of the chief, firefighting or rescue operations would not be impaired.~~

B. The required width of access roadways ~~shall~~ may not be obstructed in any manner, including parking vehicles, NO PARKING/FIRE LANE signs, and/or other appropriate notice prohibiting obstructions may be required and ~~shall~~ must be maintained.

C. The access roadway ~~shall~~ must be extended to within 150~~'~~ feet of all portions of the exterior walls of the first story of any building. Where the access roadway cannot be provided, approved fire protection system or systems ~~shall~~ must be provided as required and approved by the chief.

D. Where fire protection systems approved by the chief are provided, the clearances required in this section may be modified.

E. The chief ~~shall have the authority to~~may require an increase in the minimum access widths where such width is not adequate for fire or rescue operations.

F. Access width requirements:

1. ~~Twenty (~~20~~)~~ feet:

a. All commercial development - no exceptions.

b. Three or more single family.

c. More than two duplexes.

d. Apartment buildings.

2. ~~Fifteen (~~15~~)~~ feet:

a. Two or fewer single family or two duplexes.

3. ~~Twelve (~~12~~)~~ feet:

a. Under certain conditions, the Olympia Fire Department, at its discretion, ~~will~~ may allow a reduction in access.

4. Turn-around required:

a. When required:

i. Three single family dwellings or more.

ii. Three duplex structures or more.

iii. Apartment buildings.

b. ~~Thirty~~30 -foot inside radius with 20-foot minimum width for streets/driveways in excess of 150 feet.

Where their standards cannot be met due to impracticality, the Fire Chief may allow fixed fire protective systems to substitute for required roadways and turn-arounds.

Section 3. Amendment of OMC 16.32.053. Olympia Municipal Code Section 16.32.053 is hereby amended to read as follows:

Section 16.32.053 – Chapter 9, ~~Section 904 Amended~~Commercial Type Hoods

Section 4. Amendment of OMC 16.32.090. Olympia Municipal Code Subsection 16.32.090 is hereby amended to read as follows:

The following sections of the current adopted International Fire Code are not a part of the Olympia fire code: ~~are deleted from the International Fire Code, 2016 Edition, and shall not be considered part of the Olympia fire code:~~ Appendix A; Appendix C; ~~Appendix D907.3;~~ Appendix J.

Section 5. Amendment of OMC 16.44.060. Olympia Municipal Code Subsection 16.44.060 is hereby amended to read as follows:

A. Design. All fire alarm plans submitted for approval ~~shall~~ must bear the designer's valid Washington State Low Voltage Specialty Electrical Contractor's License number or ~~shall~~ must be stamped by a registered fire protection or electrical engineer.

B. Plans. All digital fire alarm system plans ~~shall~~ must be submitted to the city for review and ~~shall~~ must be approved prior to a permit being issued. Digital plans showing the location of all alarm equipment and detailed specifications on each type of device in the system ~~shall~~ must be included and consist of the following:

1. Floor layout showing all rooms and spaces including accurate measurements.

2. Identification of each room or space, i.e., office, lobby, attic, etc.

3. Details of ceiling height and construction type.

4. Location of each system component using the appropriate symbol.

5. Explanatory notes and legend to lend clarity to the plan and identify the manufacturer and model number of each alarm component used.

6. A wiring schematic clarifying type and size of wiring, which must comply with NFPA 70, and a point to point wiring diagram.

7. A copy of the technical specifications, to include battery calculations, for each component used in the makeup of the automatic fire alarm system. If the components are not all from the same manufacturer, UL cross listing compatibility cards are required.

8. Battery and voltage drop calculations.

9. Plans ~~shall~~ must be submitted to the City of Olympia for review and approval prior to commencement of work.

10. ~~Submit d~~Digital plans and component specifications. Plans must show locations and type of each device in the system. Said plans ~~shall~~ must include accurate measurements.

11. A plan check fee calculated under OMC Section 4.36.010 ~~shall~~ must be paid to the City of Olympia at time of submittal of plans.

12. When a system is installed with automatic detection, such detection ~~shall~~ must be provided in all rooms and areas including concealed spaces and attics. Attic spaces, above ceiling spaces, and outside storage units on apartment buildings ~~shall~~ must have fixed temperature detection. Automatic detection ~~shall~~ must include the attic space of NFPA 13R sprinkled

structures. Exception: Buildings protected by an approved NFPA 13 fire sprinkler system, automatic detection is not required in attic space.

13. All components ~~shall~~ must be low voltage direct current and compatible with the remainder of the system.

14. All components and wiring ~~shall~~ must be supervised for defective devices, grounds, or breaks including annunciator, Emergency Responder Radio Coverage systems and Smoke Control systems if provided.

15. All components ~~shall~~ must be listed by a national testing agency for the use intended.

16. All systems ~~shall~~ must be provided with battery backup and battery charger.

17. All systems ~~shall~~ must have a monitoring, maintenance, and testing contract, to become effective on the date of final acceptance. No final approvals will be scheduled until such contracts are received by the Olympia Fire Department.

18. All systems ~~shall~~ must have the fire alarm control panel be readily visible for arriving personnel or be provided with a remote annunciator. Such equipment ~~shall~~ must be located so as to be protected from exposure to the elements.

19. All systems which are required to be extended to an alarm receiving agency ~~shall~~ must transmit system trouble signals of any kind as well as alarms~~, including but not limited to~~: phone line supervision, battery trouble, and line supervision. They ~~shall~~ must transmit fire condition over trouble if the trouble is of such nature that it does not disable the entire system. The alarm receiving agency ~~shall~~ must be U.L., F.M., or NFPA listed for commercial fire.

20. All systems ~~shall~~ must have local audible trouble and audio/visual alarm signal devices. Audio/visual devices ~~shall~~ must be sufficient in number and type to provide a minimum of 60 db in the most remote area. In commercial structures, audibility ~~shall~~must be a minimum of 15 db over the ambient noise level of the area served. When the control panel is located remote to occupied areas, it ~~shall~~must, in addition to the panel trouble device, be provided with a remote trouble audible device in an area which is normally occupied. This device ~~shall~~must be labeled "Fire Alarm System Trouble."

21. ~~Manual fire alarm stations shall be located within 5 feet of all required exits on each floor level and from the structure.~~ Manual fire alarm stations in sprinklered buildings may be reduced to one in the sprinkler riser room and one in a constantly monitored location.

22. All alarm systems installed in a sprinklered structure ~~shall~~must include a zone for master water flow and ~~shall~~must supervise all sprinkler controlling valves. When a structure is provided with a zoned sprinkler system, the alarm ~~shall~~must be zoned in accordance with the sprinkler coverage zones.

23. All systems ~~shall~~must be inspected and tested thoroughly by the installer who shall submit a record of completion. Failure of a system to meet NFPA72 performance standards and standards found in this Chapter ~~shall be~~is a basis for additional inspection fees after the second final inspection.

24. All systems final acceptance is subject to wiring inspection (by electrical inspector), supervisory tests, and proper functioning of all components. No Certificate of Occupancy ~~shall~~ may be granted for the structure until satisfactory acceptance tests are accomplished.

25. Apartment buildings and townhomes ~~shall~~must have a single station smoke/carbon monoxide alarm in every unit and strobe centrally located in accessible units. There ~~shall~~must be a low frequency sounder in every sleep room with exception of studio apartment units.

26. ~~Smoke detectors shall be placed in all corridors and rooms which are intervening exit pathways.~~Corridor smoke detection is not required in Group R occupancies protected throughout with an NFPA 13 automatic sprinkler system equipped with quick-response heads. Sprinkler waterflow must serve as the required initiating device. Smoke detection must be provided only where required for specific system functions such as elevator recall, fire alarm control equipment rooms, mechanical rooms, and other hazard rooms. The Fire Chief or Fire Code Official is authorized to require corridor smoke detection where unique hazards, building configuration, or operational considerations create a demonstrated need for additional early warning not otherwise provided by the automatic sprinkler system.

27. A smoke detector ~~shall~~must be provided within six feet of fire alarm panel and other fire alarm control equipment which are in unattended locations.

C. Alterations and/or additions to existing systems must comply with the requirements of B above.

D. A maintenance testing agreement, signed by the building owner, ~~shall~~ must be on record with the fire department prior to scheduling of final acceptance test.

E. Plan ~~Check~~ Review Fee. At the time of submittal of plans, the applicant shall pay ~~A~~ a Plan Review ~~fee~~ Fee equal to 65 percent of the ~~permit~~ Permit ~~f~~Fee ~~shall be forfeited to the city at the time of submittal of plans~~; the Plan Review Fee is in addition to the Permit Fee.

F. Permit Fee. Following plan approval, the applicant shall pay ~~A~~ a ~~fee~~ Permit Fee as set forth in~~equal to~~ OMC 4.36.010(H)(1), Fee Table – Building Permit Fees, with regional modifiers.

G. Reinspection Fees. A $175.00 reinspection fee ~~shall~~ will be assessed and is due and owing when an inspector is requested to make an inspection or witness a test on a fire alarm or sprinkler system, and upon arrival finds the work is not ready for inspection, or the test fails.

The chief of the fire department or the chief of the fire department's designee may, in writing, suspend or revoke any permit issued pursuant to this section whenever the chief finds that the permit was issued on the basis of error, deception, or fraud on the part of the applicant or upon discovery of a violation of any of the applicable codes or ordinances of the city including the provisions of this article, or work conducted outside of 180 days from the permitted date without an approved permit extension.

Section 6. Olympia Municipal Code. Copies of the Olympia Municipal Code are and must be retained on file with the office of the City Clerk.

Section 7. 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/or any references thereto.

Section 8. 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 remains unaffected.

Section 9. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 10. Effective Date. This Ordinance takes effect five days after publication as provided by law.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
_____
SENIOR DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

City of Olympia
Proposed Code Amendments for 2026

March 2026

The City of Olympia is proposing amendments to the Olympia Municipal Code (OMC). These amendments are relatively minor in scope and are proposed to help clean up the code or add clarification. The proposal includes changes to Title 10 - Vehicles and Traffic; Title 16 – Buildings and Construction; Title 17 - Subdivisions; and Title 18 - Unified Development Code.

Each Title has Chapters, each Chapter has sections, and most sections have subsections. Headers have been used to help identify which Title and Chapter is proposed for revision. Each proposal is separately numbered and identified. Proposed amendments are shown at the subsection level of each section of the chapter.

The existing code can be viewed online at: https://www.codepublishing.com/WA/Olympia/?OlympiaNT.html. Click on the + sign to open up Titles, Chapters, and Sections.

Existing and unchanged code language is shown in regular text (with hyperlinks in the existing code usually shown in blue underlined text). Proposed new text is shown as red and underlined text. Text that is proposed to be deleted is shown in ~~red and strikethrough text~~.

TITLE 10 – VEHICLES AND TRAFFIC

Proposal 1: Chapter 10.18 – Truck & Trailer Parking in Residential Areas

Section 10.18.010 - Definitions

For purposes of this chapter, the following terms shall be defined as follows, unless a different meaning is expressly provided:

A. "Commercial vehicle" includes any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals or passengers for hire.

B. "Residential area" means those areas of the city zoned ~~R1, R2, or RMH~~ primarily for residential uses pursuant to Title 18 of this code.

C. "Trailer" includes every vehicle without motor power designed for being drawn by or used in conjunction with a motor vehicle, constructed so that no appreciable part of its weight rests upon or is carried by such motor vehicle; provided that the term shall not include recreational vehicles such as travel trailers.

D. "Truck" includes any motor vehicle designed primarily for the transportation of property.

TITLE 16 – BUILDINGS AND CONSTRUCTION

Proposal 2: Chapter 16.32 – Fire Code

Section 16.32.020 – Definitions

For the purposes of this chapter:

A. Corporation Counsel. Whenever "corporation counsel" is used in the International Fire Code, it means the city attorney of the city of Olympia.

B. Jurisdiction. Whenever "jurisdiction" is used in the International Fire Code, it means the city of Olympia.

~~C. For the purpose of this chapter, whenever the term "bulk storage" is used in the International Fire Code, it means a single or multiple container exceeding 124 gallons (472.3L) water capacity.~~

Proposal 3: Chapter 16.32 – Fire Code

Section 16.32.050 – Access roadways for fire apparatus
Subsection A

A. Every building hereafter constructed shall be accessible to fire department apparatus by way of access roadways constructed to the standards contained in the Development Guidelines and Public Works Standards adopted by reference in this code, and capable of supporting the imposed loads of fire apparatus and having a minimum of 13' 6" of vertical clearance. All required roadways in excess of 150' that dead end shall have a turnaround area with a minimum inside radius of 30' with a minimum of 20' unobstructed roadway measured from any point on the perimeter. In addition, all required access roadway grades shall conform to the following:

1. Positive transition grades shall be no greater than ten percent in 20' measured at any point. Steeper grades in 20' behind the sidewalk may be allowed if profiles are submitted to the engineering and fire departments for approval, including a design grade that will allow clearance for fire apparatus.

2. Negative transition grades shall be no greater than eight percent for a distance of 12'. Steeper grades in 12' behind the sidewalk may be allowed if profiles are submitted to the engineering and fire departments for approval, indicating a clearance for fire apparatus.

3. Roadway and driveway surfaces shall be all weather (one layer of asphalt over approved base per City of Olympia Engineering Design Standards) prior to the commencement of vertical combustible construction.

~~Exception: When there are not more than two group R, Division 3 or M occupancies, as defined in the building code, the requirement of this section may be modified when, in the opinion of the chief, firefighting or rescue operations would not be impaired.~~

Proposal 4: Chapter 16.32 – Fire Code

Section 16.32.053 – Chapter 9, ~~Section 904 Amended~~Commercial Type Hoods

Proposal 5: Chapter 16.32 – Fire Code

Section 16.32.090 – Deletions

The following sections of the current adopted International Fire Code shall not be considered part of the Olympia fire code: ~~are deleted from the International Fire Code, 2016 Edition, and shall not be considered part of the Olympia fire code:~~ Appendix A; Appendix C; ~~Appendix D907.3;~~ Appendix J.

Proposal 6: Chapter 16.44 – Alarm Code

Section 16.44.060 (B) – General Regulations

B. Plans. All digital fire alarm system plans shall be submitted to the city for review and shall be approved prior to a permit being issued. Digital plans showing the location of all alarm equipment and detailed specifications on each type of device in the system shall be included and consist of the following:

1. Floor layout showing all rooms and spaces including accurate measurements.
2. Identification of each room or space, i.e., office, lobby, attic, etc.
3. Details of ceiling height and construction type.
4. Location of each system component using the appropriate symbol.
5. Explanatory notes and legend to lend clarity to the plan and identify the manufacturer and model number of each alarm component used.
6. A wiring schematic clarifying type and size of wiring, which must comply with NFPA 70, and a point to point wiring diagram.
7. A copy of the technical specifications, to include battery calculations, for each component used in the makeup of the automatic fire alarm system. If the components are not all from the same manufacturer, UL cross listing compatibility cards are required.

8. Battery and voltage drop calculations.

9. Plans shall be submitted to the City of Olympia for review and approval prior to commencement of work.

10. Submit digital plans and component specifications. Plans must show locations and type of each device in the system. Said plans shall include accurate measurements.
11. A plan check fee calculated under OMC Section 4.36.010 shall be paid to the City of Olympia at time of submittal of plans.

12. When a system is installed with automatic detection, such detection shall be provided in all rooms and areas including concealed spaces and attics. Attic spaces, above ceiling spaces, and outside storage units on apartment buildings shall have fixed temperature detection. Automatic detection shall include the attic space of NFPA 13R sprinkled structures. Exception: Buildings protected by an approved NFPA 13 fire sprinkler system, automatic detection is not required in attic space.

13. All components shall be low voltage direct current and compatible with the remainder of the system.

14. All components and wiring shall be supervised for defective devices, grounds, or breaks including annunciator, Emergency Responder Radio Coverage systems and Smoke Control systems if provided.

15. All components shall be listed by a national testing agency for the use intended.

16. All systems shall be provided with battery backup and battery charger.

17. All systems shall have a monitoring, maintenance, and testing contract, to become effective on the date of final acceptance. No final approvals will be scheduled until such contracts are received by the Olympia Fire Department.

18. All systems shall have the fire alarm control panel be readily visible for arriving personnel or be provided with a remote annunciator. Such equipment shall be located so as to be protected from exposure to the elements.

19. All systems which are required to be extended to an alarm receiving agency shall transmit system trouble signals of any kind as well as alarms, including but not limited to: phone line supervision, battery trouble and line supervision. They shall transmit fire condition over trouble if the trouble is of such nature that it does not disable the entire system. The alarm receiving agency shall be U.L., F.M., or NFPA listed for commercial fire.

20. All systems shall have local audible trouble and audio/visual alarm signal devices. Audio/visual devices shall be sufficient in number and type to provide a minimum of 60 db in the most remote area. In commercial structures, audibility shall be a minimum of 15 db over the ambient noise level of the area served. When the control

panel is located remote to occupied areas, it shall, in addition to the panel trouble device, be provided with a remote trouble audible device in an area which is normally occupied. This device shall be labeled "Fire Alarm System Trouble."

21. ~~Manual fire alarm stations shall be located within 5 feet of all required exits on each floor level and from the structure.~~ Manual fire alarm stations in sprinklered buildings may be reduced to one in the sprinkler riser room and one in a constantly monitored location.

22. All alarm systems installed in a sprinklered structure shall include a zone for master water flow and shall supervise all sprinkler controlling valves. When a structure is provided with a zoned sprinkler system, the alarm shall be zoned in accordance with the sprinkler coverage zones.

23. All systems shall be inspected and tested thoroughly by the installer who shall submit a record of completion. Failure of a system to meet NFPA72 performance standards and standards found in this Chapter shall be a basis for additional inspection fees after the second final inspection.

24. All systems final acceptance is subject to wiring inspection (by electrical inspector), supervisory tests and proper functioning of all components. No Certificate of Occupancy shall be granted for the structure until satisfactory acceptance tests are accomplished.

25. Apartment buildings and townhomes shall have a single station smoke/carbon monoxide alarm in every unit and strobe centrally located in accessible units. There shall be a low frequency sounder in every sleep room with exception of studio apartment units.

26. ~~Smoke detectors shall be placed in all corridors and rooms which are intervening exit pathways.~~Corridor smoke detection is not required in Group R occupancies protected throughout with an NFPA 13 automatic sprinkler system equipped with quick-response heads. Sprinkler waterflow shall serve as the required initiating device. Smoke detection shall be provided only where required for specific system functions such as elevator recall, fire alarm control equipment rooms, mechanical rooms, and other hazard rooms. The Fire Chief or Fire Code Official is authorized to require corridor smoke detection where unique hazards, building configuration, or operational considerations create a demonstrated need for additional early warning not otherwise provided by the automatic sprinkler system.

27. A smoke detector shall be provided within six feet of fire alarm panel and other fire alarm control equipment which are in unattended locations.

TITLE 17 – SUBDIVISIONS

Proposal 7: Chapter 17.31 – Lot Splitting

Chapter Contents
17.31.010 Application Type and Process
17.31.020 Lot Splitting Definitions
17.31.030 Requirements

Section 17.31.010 – Application Type and Process

A. A lot split is a type of short subdivision under OMC 17.32 and is considered a Type II application under OMC 18.70. A lot split application may be reviewed concurrently with the review of a residential building permit to create new middle housing or single-family housing.

B. The application process for a residential lot to be split requires only an administrative decision, through which the application is reviewed, approved, or denied by the Director or Director's designee based on applicable clear and objective development standards, with no public hearings, nor any design review, if applicable, other than administrative design review.

Section 17.31.020 – Lot Splitting Definitions

For the purposes of this section, the following definitions apply unless the context clearly requires otherwise:

A. "Lot split" means the administrative process of dividing an existing lot into two lots for the purpose of sale, lease, or transfer of ownership.

B. "Lot split survey" means the final survey prepared for filing for record with the county auditor and containing all elements and requirements for a lot split under state law and any local regulations.

C. "Newly created lot" means a lot that was created by a lot split under this section.

D. "Parent lot" means a lot that is subjected to a lot split under this section.

Section 17.31.030 – Requirements

A. A new buildable residential lot and residential building permit or permits must be administratively approved and are not subject to administrative appeal if they comply with applicable development standards and the following conditions are met:

1. No more than one newly created lot is created through the administrative lot split;

2. Both the parent lot and the newly created lot meet the minimum lot size allowed under Title 18 OMC;

3. The parent lot was not created through the splitting of a residential lot authorized by this section;

4. The parent lot is located in a residential zone and not in an exclusively nonresidential zone including, but not limited to, zones that are exclusively commercial, retail, agricultural, or industrial;

5. If the lot split would require demolition or alteration of any existing housing that would displace a renter, the applicant must recommend a displacement mitigation strategy that may include, but is not limited to, relocation assistance;

6. The City or other applicable sewer and water purveyors have issued certificates of availability to serve the newly created lot and dwelling units;

7. Access and utility rights are granted or conveyed as necessary on or before recording of the lot split survey to provide access for the maximum number of dwelling units that could be developed on the newly created lot, provided such access rights may be reduced consistent with a city's adopted codes, regulations, or design standards as applicable through review of a subsequent application for a building permit, short subdivision, unit lot subdivision, subdivision application, or short subdivision if less than the maximum number of dwelling units are built on the newly created lot;

8. The Director determines that the application follows all applicable development regulations; and

9. The lot split survey has been approved by the Director and includes a condition on the face of the survey that further lot splits of the parent lot and newly created lot are not authorized by this section.

B. A proposed lot split may be conditioned upon dedication of right-of-way on the parent lot to the extent such dedication is required under applicable codes, regulations, and design standards for the development, short plat, or subdivision of the parent lot absent an administrative lot split.

C. Development of dwelling units on the newly created lot may be conditioned upon construction of frontage improvements to a right-of-way adjacent to either the parent lot or the newly created lot to the extent required under applicable codes, regulations, and design standards.

D. Any construction on the newly created lot is subject to all existing state and local laws including those specified in this section. Nothing in this section modifies the requirements for approval of residential building permits in chapter **19.27** RCW.

E. The City of Olympia may not impose a limit on the total number of dwelling units allowed on the parent lot or newly created lot that is less than the number of dwelling units allowed by the underlying zoning of the parent lot prior to the administrative lot split.

F. Notwithstanding the provisions of this section, lots that are not buildable according to locally adopted development regulations including, but not limited to, critical areas, shorelines, stormwater, setbacks, impervious surface areas, and building coverage standards, are not eligible for a lot split under this section.

G. If a lot split results in a lot of a size that would allow for further land division, the lot is not eligible for a lot split but may be divided under other applicable land subdivision processes.

H. The newly created lot must meet any locally adopted minimum density requirements.

I. The City of Olympia is immune from any liability, loss, or other damage suffered by another that is related to the city's approval of a lot split under RCW 58.17, including if the lot split creates a lot that is later determined to not be buildable.

J. Parent lots and newly created lots approved under this section must have a lot split survey recorded with the county auditor with a notation that future lot splits are not allowed on the lot.

K. An application process or a residential lot to be split under this section is subject to the maximum time period for actions as set forth in OMC 18.70, unless extended pursuant to project-specific mutual agreement as permitted by RCW 36.70B.080.

TITLE 18 – UNIFIED DEVELOPMENT CODE

Proposal 8: Chapter 18.02 – Basic Provisions

Section 18.02.040 – Purpose

It is the purpose of this Development Code to promote the health, safety and general welfare by guiding the development of the city consistent with the comprehensive plan which is, in part, carried out by the provisions of this title. It is further intended to provide regulations and standards which will reduce greenhouse gas emissions, promote renewable energy systems, lessen congestion on the streets, encourage high standards of development, prevent the overcrowding of land, provide adequate light and air, avoid excessive concentration of population and facilitate adequate provisions for transportation, utilities, schools, parks and other public needs.

Proposal 9: Chapter 18.02 – Basic Provisions

Section 18.02.170- Interpretation of terms

C. For the purposes of this title, unless it is plainly evident from the context that a different meaning is intended, certain words and terms are herein defined as follows:

1. The word "shall" or "must" is always mandatory, while the word "should" is not mandatory, and "may" is permissive.

2. Words in the present tense include the future, the singular includes the plural and the plural includes the singular.

3. The word "and" indicates that all connected items or provisions apply.

4. The word "or" indicates that the connected items or provisions may apply singularly or in any combination.

5. The term "either/or" indicates that the connected items or provisions shall apply singularly but not in combination.

6. Where terms are not specifically defined, they shall have their ordinary accepted meanings within the context with which they are used. Webster's Third New International Dictionary of the English Language, Unabridged, ~~Copyright 1986,~~ shall be considered in determining ordinarily accepted meanings.

Proposal 10: Chapter 18.02 – Basic Provisions

Section 18.02.160 – Establishment of Zoning Districts

C. Use District Boundaries.

1. Land use district boundaries, unless otherwise indicated by natural land forms, are intended to follow lot lines or the centerline of streets and alleys as shown on the zoning map. Where the lot line location or street layout on the ground varies from that shown on the zoning map the designations shown on the map shall be applied to carry out the intent and purpose of this title.

2. Land use district boundary lines shall extend parallel from their landward location to a point of intersection at the center of all bodies of water. Bodies of water include the Puget Sound and all rivers, streams, and lakes.

3. If the use district boundary line clearly divides a parcel of land having a single ownership of record ~~at the time this title became effective~~, all such property shall apply all regulations from one of the applicable zones affecting the site. ~~take the least restrictive classification within its general land use classification (residential, commercial, industrial), provided t~~The property ~~is~~ must be developed with a consolidated site plan unless all proposed development is clearly and wholly located on the portion of the lot in

one and only one zoning district. ~~as one unit, and provided that a nonresidential use shall be permitted to extend into a residential use district only if that portion of the property lying within such district has an area less than 4,500 square feet or is of such shape that it cannot be occupied by a residence.~~

4. Except, if the use district boundary line divides a parcel zoned High Density Corridor-4 (HDC-4) which is located between Phoenix Street and Lilly Road, if the parcel of land is under a single ownership of record at the time this title became effective, and if the parcel is deeper than 400 feet as measured from Martin Way or Pacific Avenue, then that portion of the property beyond 400 feet shall have the use and development standards of the General Commercial (GC) zoning district.

Proposal 11: Chapter 18.02 – Basic Provisions

Section 18.02.180- Definitions

Note: Only proposed or revised definitions are included below.

Adjacent. Next to or adjoining something else. Adjacent properties may not share a common boundary if divided by a road or other natural feature. See abutting.

Current Definition of Floor Area Ratio (FAR). The ratio of floor area permitted on a zoning lot to the size of the lot. 1:1 means a one story building can cover the entire buildable area of the lot, except in the Urban Waterfront Housing District, 1 FAR of commercial is allowed, while the remainder of the building (up to the allowed zoning height) must be residential.

State Definition of Floor Area Ratio (FAR). "Floor area ratio" means a measure of development intensity equal to building square footage divided by the developable property square footage. Developable property excludes public facilities and portions of lots with critical areas and critical area buffers as designated in RCW 36.70A.060, except for critical aquifer recharge areas where a single-family detached house is an allowed use provided that any requirements to maintain aquifer recharge are met.

Solar energy system: A device, array of devices, or structural design feature, the purpose of which is to provide for generation or storage of electricity from sunlight, or the collection, storage, and distribution of solar energy for space heating or cooling, daylight for interior lighting, or water heating.

Solar photovoltaic system: A solar energy system that converts solar energy directly into electricity, the primary components of which are solar panels, mounting devices, inverters, and wiring.

Grid-connected solar energy system: A solar photovoltaic system that is connected to an electric circuit served by an electric utility company.

Roof-mounted solar energy system: A solar photovoltaic system mounted on a rack that is ballasted on, or is attached to, the roof of a building or structure. Roof-mount systems are accessory to the primary use.

Ground-mounted solar energy system (Accessory Use): A solar photovoltaic system mounted on a rack or pole that is ballasted on, or is attached to, the ground and the system is accessory to the primary use.

Ground-mounted solar energy system (Primary Use): A solar photovoltaic system mounted on a rack or pole that is ballasted on, or is attached to, the ground and is the primary land use for the parcel(s) on which it is located. Primary use systems are permitted through a discretionary approval process.

Community-scale solar energy system: A solar photovoltaic system that qualifies for the Washington Community Solar Incentives under RCW 82.16.170.

Property Line. Any line bounding the ownership of a parcel of land.

a. Front property line. Any property line separating any parcel of land from the street rights-of- way. In case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line, provided such choice, in the opinion of the ~~Building Official~~Director, will not be detrimental to the existing or future development of adjacent properties. In case of a through lot, both property lines abutting on a street are front property lines. In the case of a lot not abutting a street, the front property line is that line nearest to and roughly parallel with a street, provided that the ~~Building Official~~Director may approve an alternative front line if it will not be detrimental to existing and future development. However, for historic properties or in historic districts, for properties with more than one street frontage the front property line is the one the front door of the house is historically oriented toward, unless otherwise approved by the Director.

b. Rear property line. Any property line that does not qualify as a front or side property line.

c. Side property line. Any property lines that intersect the front property line. These lines may intersect at any angle and be of any length. (See also Yards.)

Proposal 12: Chapter 18.04 – Residential Districts

Section 18.04.040 – TABLES: Permitted and Conditional Uses

TABLE 4.01
Permitted and Conditional Uses

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
District-Wide Regulations							18.04.060 (N,Q)	18.04.060 (N,Q)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N,BB)		18.04.060 (N)	18.04
RESIDENTIAL/HOUSING (Conventional Housing Types) Includes single-family, accessory dwelling units, middle housing, large multifamily, permanent supportive housing, and transitional housing															
Conventional Dwelling Types as defined in OMC 18.02.180 unless listed separately below.	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Table 4.04. 18.04.060; 18.04.080. See 18.04.080 (A) for provisions allowing up to 6 units per lot in some cases.
Large Multifamily dwelling (7 units or more)							P	P	P	P	P	P	P	P	
Manufactured or Mobile Home Parks								C	C	C			P		18.04.060(P)
RESIDENTIAL/HOUSING (Transient Housing Types) Note: Hotels and Motels are allowed in Commercial Zones, see OMC 18.06 for details.															
Bed and Breakfast (as a Home Occupation)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Short Term Rentals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L) 18.04.060(JJ)
Dorms / Collegiate Greek System Residences	P			P				P	P	P					
RESIDENTIAL/HOUSING (Assisted Living Dwellings)															
Adult Family Home/ Elder Care Home	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Group Homes with 6 or Fewer (or up to 8 with DSHS approval) Clients and Confidential Shelters	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(K)
Group Homes with 7 or More Clients	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(K)
Nursing/ Convalescent Homes	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(S)
COMMERCIAL															
Child Day Care Centers	P	~~C~~P	~~C~~P	~~C~~P	~~C~~P	~~C~~P	~~C~~P	P	P	P	P	P	~~C~~P	P	18.04.060(D) 18.04.060(AA)
Commercial Printing												P			
Drive-In and Drive-Through Businesses -- Existing												P			18.04.060(J)
Food Stores											P	P		P	18.04.060(AA)
Hardware Stores												P			
Home Occupations (including Adult Day	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Care, Elder Care Homes, Family Child Care Homes, Short-Term Rentals – Homestays, and Bed & Breakfast Houses)															
Hospice Care	C			C			C	C	C	C	C	C		C	18.04.060(M)
Laundries											P	P		P	18.04.060(AA)
Nursery (Retail and/or Wholesale Sales)	C	C	C	C	C	C	C	C	C	C			C		18.04.060(G)
Offices												P		P	18.04.060(AA)(2)
Personal Services												P			
Pharmacies												P			
Restaurants, without Drive-In and Drive-Through												P			
Servicing of Personal Apparel and Equipment												P			
Specialty Stores												P			
Veterinary Clinics - Existing	P	P		P	P	P							P		18.04.060(J)
Veterinary Clinics	P														
ACCESSORY USES															
Accessory Structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(B)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Electric Vehicle Infrastructure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(GG)
Garage/Yard/Rummage or Other Outdoor Sales	P	P		P	P	P	P	P	P	P	P	P	P	P	5.24
Large Garages			C		C	C	C	C	C	C	C	C	C	C	18.04.060(B)
Residence Rented for Social Event, 7 times or more in 1 year	C	C		C	C	C	C	C	C	C	C		C	C	
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
RECREATIONAL USES															
Community Parks & Playgrounds	C	C	C	C	C	C	C	C	C	C	P	P	C	P	18.04.060(T)
Country Clubs	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Golf Courses		C	C		C	C	C	C	C	C			C		
Neighborhood Parks	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Open Space - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Racing & Performing Pigeons		C	C	C	C	C				C	C		C	C	18.04.060(Y)
Stables, Commercial and Private Existing		C		C	C										18.04.060(J)
Trails - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
AGRICULTURAL USES															
Agricultural Uses	P	P	P	P	P	P	P	P	P				P		

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Greenhouses, Bulb Farms	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(G)
TEMPORARY USES															
Emergency Housing	P	P	P	P	P	P	P	P	P	P			P		18.04.060(DD)
Emergency Housing Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.50
Model Homes	P	P	P	P	P	P	P	P	P	P	P		P	P	18.04.060(DD)
Residence Rented for Social Event, 6 times or fewer in 1 year	P	P	P	P	P	P	P	P	P	P	P		P	P	18.04.060(DD)
OTHER															
Animals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(C)
Cemeteries		C	C		C	C	C	C	C	C			C		18.04.060(E)
Community Clubhouses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Crisis Intervention	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(I)
Historic House Museum		C	C	C	C	C	C	C	C	C	C	C	C	C	
Parking Lots and Structures				C							P	P			18.38.220 and .240
Places of Worship	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(U)
Public Facilities	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(V)
Public Facilities - Essential	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(W)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Radio, Television and Other Communication Towers	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.44.100
Schools	C			C	C	C	C	C	C	C	C		C	C	18.04.060(CC)
Social Organizations											P	P		C	
Mineral Extraction - Existing					C		C								18.04.060(J)
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communication Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44 & 18.44.090 Table 44.01
Workshops for Disabled People	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(R)

LEGEND			
P = Permitted Use	C = Conditional Use		
R1/5 = Residential-1 Unit Per 5 Acres	R-4 = Residential - 4	R-4CB = Residential - 4 Units per Acre	RLI = Residential Low Impact
R 4-8 = Residential 4-8	R 6-12 = Residential 6-12	MR 7-13 = Mixed Residential 7-13	MR 10-18 = Mixed Residential 10-18
RM 18 = Residential Multifamily - 18	RM 24 = Residential Multifamily - 24	RMH =Residential Multifamily High Rise	RMU = Residential Mixed Use
MHP = Manufactured Housing Park	UR = Urban Residential		

Proposal 13: Chapter 18.04 – Residential Districts

Section 18.04.060(M) – Residential districts' use standards

M. Hospice Care Center

~~1. Size. No more than five (5) patients may be cared for in hospice care centers located in a Mixed Residential 7-13 or Mixed Residential 10-18 district.~~

~~2.~~ The applicant shall submit proof of compliance with applicable state requirements (e.g., a license) as a condition of approval.

Proposal 14: Chapter 18.04 – Residential Districts and Chapter 18.06 – Commercial Districts

Section 18.04.060.KK – New Housing in Existing Buildings
Section 18.06.060.JJ – New Housing in Existing Buildings

New housing units are permitted in existing buildings, subject to the following (see RCW 35A.21.440):

A. There is no restriction on housing unit density that prevents the addition of housing units at a density up to 50 percent more than what is allowed in the underlying zone if constructed entirely within an existing building envelope in a building located within a zone that permits multifamily housing, provided that generally applicable health and safety standards, including but not limited to building code standards and fire and life safety standards, can be met within the building; and

B. There are no new parking requirements on the addition of dwelling units or living units added within an existing building, however, the City may require the retention of existing parking that is required to satisfy existing local residential parking requirements and for any nonresidential uses that remain after the new units are added; and

C. With the exception of emergency housing and transitional housing uses, the City will not impose permitting requirements on the use of an existing building for residential purposes beyond those requirements generally applicable to all residential development within the building's zone, including requiring a change of use permit;

D. The City will not impose design standard requirements, including setbacks, lot coverage, and floor area ratio requirements, on the use of an existing building for residential purposes beyond those requirements generally applicable to all residential development within the building's zone, except as provided in RCW 36.70A.810 and 36.70A.812;

E. The City will not impose exterior design or architectural requirements on the residential use of an existing building beyond those necessary for health and safety of the use of the interior of the building or to preserve character-defining streetscapes, unless the building is a designated landmark or is within a historic district; and

F. The City will not prohibit the addition of housing units in any specific part of a building except ground floor commercial or retail that is along a pedestrian street as defined in Title 18 OMC, unless the addition of the units would violate applicable building codes or health and safety standards;

G. The City will not require unchanged portions of an existing building that have been used for residential or previously permit-approved conditioned space purposes to meet the current energy code solely because of the addition of new dwelling units within the building. When any other existing building is converted to new dwelling units, changed portions of each of those new units must meet the requirements of the current energy code, except if:

(i) The square footage of new dwelling units does not exceed 2,500 square feet or 50 percent of the total building square footage, whichever is greater;

(ii) The building owner submits documentation, in a form acceptable to the code city, showing the building's residential units' projected energy use intensity is less than or equal to the energy use intensity target in accordance with the clean buildings performance standard in RCW 19.27A.210; or

(iii) In all areas zoned for residential housing, an additional housing unit is created within an existing home;

H. The City will not deny a building permit application for the addition of housing units within an existing building due to nonconformity regarding parking, height, setbacks, elevator size for gurney transport, or modulation, unless the code city official with decision-making authority makes written findings that the nonconformity is causing a significant detriment to the surrounding area; or

I. The City will not require a transportation concurrency study under RCW 36.70A.070 or an environmental study under chapter 43.21C RCW based on the addition of residential units within an existing building.

Proposal 15: Chapter 18.06 – Commercial Districts

Section 18.06.060 - Commercial districts' use standards

Z. Temporary Uses.

1. Certain uses, when active for a limited period of time and when properly regulated, can be compatible, or otherwise limited in impact to neighboring properties and the general community. In accord with this intent, no temporary use shall be allowed unless a temporary use permit is approved by the City as prescribed by this section. Each separately proposed activity or use shall require a separate permit and pay the fee required by OMC 4.40.010(A).

2. General Standards. Temporary uses are subject to the following regulations:

a. Temporary uses not listed in the use table of this chapter may be authorized by the applicable approval authority, provided such temporary uses are similar to and no more intensive than other temporary uses permitted in the district in which the subject property is located.

b. The applicable approval authority may apply additional conditions to any temporary use permit in order to:

i. Ensure compliance with this chapter;

ii. Ensure that such use is not detrimental to neighboring properties and the community as a whole; and

iii. Ensure compliance with the Building Code.

c. Within three (3) days after termination of the temporary use permit, such use shall be abated and all structures, signs and evidence of such use removed. The Director may require a financial surety be posted by the applicant upon application to defray the costs of cleanup and repair of the property should the permittee fail to do so. The property owner is responsible for such abatement action and costs should the permittee fail to properly clean and repair the property.

d. Temporary use permits not exercised within thirty (30) days of issuance shall be null and void.

e. Unless otherwise stated in this section temporary use permits are valid from the date of issuance for ninety (90) consecutive days per calendar year.

f. Unless otherwise stated in this section no more than two (2) temporary use permits will be issued for any specific site per calendar year.

g. Nothing in this section shall exempt the applicant from obtaining all necessary applicable permits from all other agencies having jurisdiction.

h. Hours of operation, including the use of generators and lot lighting, excluding security lighting, shall be limited to 7:00 a.m. to 10:00 p.m. unless otherwise specified in writing by the Planning Director or the Director's designee. Security lighting shall be shielded to prevent light spillage onto adjacent properties.

3. Specific Temporary Use Standards. The following temporary uses are permitted in commercial districts and the Evergreen Park PUD, subject to the following regulations:

a. Entertainment Events to include: circuses, carnivals and similar transient amusement enterprises, limited to operation of not more than twice each year,

and not more than ten (10) consecutive days per event per site in any one (1) calendar year.

b. Off-site contractor's Offices (including trailers and mobile homes) and storage yards associated with an active construction project, not to exceed one (1) year in duration.

c. Mobile Vendors.

i. Temporary use permits for mobile vendors are valid for one (1) year from the date of issuance.

ii. Approval from the property owner, or underlying property owner if located in a right-of-way, is required.

iii. Mobile vendors located within the sidewalk right-of-way must comply with the following rules:

(a). Only one mobile sidewalk vendor shall be permitted per block face.

(b). Public sidewalks used by mobile vendors shall have a minimum width of eight (8) feet.

(c). In no instance shall the clear walking area around a sidewalk vendor be less than forty-eight (48) inches. The clear walking area around a sidewalk vendor must be at least six (6) feet if within the downtown "Pedestrian Walking Lane" area delineated in OMC 9.16.180(B), Figure 1.

(d). The maximum length of space occupied by a mobile sidewalk vendor and equipment is eight (8) feet.

(e). Mobile sidewalk vendor stands must be readily movable at all times.

(f). Mobile sidewalk vendors shall locate their stands at the back of the sidewalk away from curb.

(g). All locations shall be approved on a first-come, first-serve basis.

(h). Mobile sidewalk vendors shall sign a Hold Harmless Agreement with the City of Olympia.

d. Parking lot and other outdoor sales of merchandise and/or services unrelated to the primary use of the property must comply with the following:

i. Merchandise displays may only occupy parking stalls which are in excess of city parking requirements.

ii. There shall be no obstruction of emergency exits, Fire Lanes or other Emergency apparatus.

iii. Sales areas shall be maintained in an attractive and trash-free manner.

iv. Sales areas shall not substantially alter the existing circulation pattern of the site.

e. Temporary, commercial wireless communications facilities, for the purposes of providing coverage of a special event such as news coverage or sporting event. Such facilities must comply with all federal and state requirements. Temporary wireless communications facilities may be exempt from the provisions of Chapter 18.44 up to one week after the duration of the special event.

f. Temporary surface parking lots are only permitted on previously approved and developed portions of property, ~~are allowed~~ subject to approval by the Director, and are limited to a one time permit valid for two years. A one year extension may be granted by the Director if a complete Land Use Application has been submitted for review. All applications must provide a complete Site Plan and comply with the following:

i. A twenty by twenty (20'x20') foot paved surface at all approved points of ingress/egress.

ii. A dust-free surface.

iii. An erosion control and stormwater containment plan.

iv. Clear designation of parking spaces and drive aisles consistent with OMC 18.38.220 with striping and/or parking blocks. To prevent obstruction of public rights-of-way wheel blocks must be provided at the perimeter of the site.

v. No new or additional points of access.

vi. Provision for an enforceable compliance and closure agreement.

vii. May not be established on Pedestrian "A" streets per OMC 18.16.080(H).

4. Violations. At any time a temporary use is operated in violation of required conditions of this section or of the permit (Subsection 18.06.060(Z)(2)(b)) or otherwise found to constitute a nuisance, the City may take appropriate enforcement action including the process set forth at OMC 18.73.010.

Proposal 16: 18.04.080

Section 18.04.080 – Residential districts development standards

K. Surface Coverage Limits:

1. Increased Impervious Coverage: Projects may be eligible for up to a 20% increase in impervious (above what is listed in table 4.04) surface coverage provided that the following are met:

    a. Eligibility: The increase must be for one, or more, of the following:

        i. A non-residential use such as a school, park, place of worship, etc. that is permitted within the residential zone.

        ii. Developments that include middle housing units (including ADU's and Townhomes) which exceeds minimum density on the underlying lot.

        iii. Land divisions that achieve the maximum allowed density within the zone in which they are located.

        iv. Ineligible projects include:

            1. A stand-alone single family unit on a lot.

            2. Projects in the Residential Low Impact Zone.

    b. An engineered drainage design must be submitted that includes the following:

        i. The area in exceedance of Table 4.04 must meet the Drainage Design and Erosion Control Manual (DDECM) core requirement #5 (or as amended) for onsite stormwater treatment, and core requirement #7 for flow control, regardless of minimum area thresholds. Plans must address the following:

            1. Projects that would otherwise be exempt from DDCEM requirements for flow control must demonstrate compliance, regardless of the exemption, in order to obtain the bonus.

            2. Flood control systems to be included might include pervious pavement, pervious geogrid, bioretention, infiltration, green roofs, or micro-detention systems. If compliance cannot be provided, the bonus will be denied.

            3. Permeable pavement and geogrid on Type D soils are ineligible.

        ii. Maintenance agreements will be required prior to permit issuance for said, flood control system.

2. Hard Surface Coverage Bonus: The coverage identified in table 4.04 indicates the allowed maximum increase in hard surfaces. To gain approval for these increases all of the following must be met:

   a. All criteria outlined in OMC 18.04.080.k.1.b are applicable.

   b. ~~In addition to the ineligible projects in K.1.a.IV, p~~Projects on type D soils are ~~also~~ ineligible.

   c. The total hard surface coverage cannot exceed the site area minus the minimum open space requirement.

3. Existing Surfaces: An existing lot, which was legally built under regulations applicable at the time of its building, but which exceeds current impervious or hard surface coverage limits, may be replaced within the existing lot footprint, but cannot be expanded in a way that would increase the nonconformity. Replacement of such surfaces must comply with the Drainage Design and Erosion Control Manual, including, providing stormwater control measures.

4. Calculation Exclusions: The following are excluded from the impervious and hard surface coverage limit calculations. Note: these exclusions do not apply to calculations or requirements related to the Drainage Design and Erosion Control Manual.

   a) Ingress/egress easements serving a neighboring property;

   b) Areas excluded from the minimum lot area calculations (OMC 18.04.080(c)(4)), such as the panhandle of a flag lot;

   c) Portions of the driveway that extend beyond the required setback area when the additional length is caused by compliance with municipal code requirements, such as critical area and buffer protections.

   d) Areas partially or wholly covered by water (seasonally or year-round) are to be excluded from the total site area before calculating the coverage percentage. This does not include human-made stormwater retention ponds.

PROPOSAL 17: 18.06 Commercial Districts

18.06.080 TABLES: Commercial Districts' Development Standards

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
MINIMUM LOT SIZE	7,200 Sq. Ft.	No minimum, except: 1,600 = cottage; 3,000 = zero lot; 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse; 6,000 sq. ft. = duplex; 7,200 sq. ft. = large multifamily; 4,000 = other	No minimum, except: 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse	No minimum, except: 1,600 = cottage; 3,000 = zero lot; 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse; 6,000 sq. ft. = duplex; 7,200 sq. ft. = large multifamily; 4,000 = other	No minimum, except: 1,600 = cottage; 3,000 = zero lot; 1,600 sq. ft. minimum, 2,400 sq. ft average = townhouse; 6,000 sq. ft. = duplex; 7,200 sq. ft. = large multifamily; 4,000 = other	No minimum, except: 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse	No minimum, except: 1,600 sq. ft minimum, 2,400 sq. ft. average = townhouse	See also 18.06.100(D) for regulations on existing undersized lots of record.
FRONT YARD SETBACK	See Chapter 18.110, Basic Commercial Design Criteria	10' maximum, if located in a High Density Corridor; 10' minimum otherwise.	~~5' minimum for residential otherwise none.~~None.	~~0~~ 10' maximum. See 18.130	~~0~~ 10' maximum. See 18.130	~~0~~ 10' maximum. See 18.130	~~0~~ 10' maximum. See 18.130	18.06.100(E). 1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
								2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. Must comply with site design standards, Chapter 18.100.
REAR YARD SETBACK	15' minimum.	10' minimum; Except: 1. Next to an R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories.	10' minimum; Except: 1. Next to single-family use or an R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district (refer to 1 above if adjacent use is single-family) = 10' minimum	10' minimum; Except: 1. Next to an R4, R4-8, or R6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories; 10 ft. where an alley separates HDC-1 from the above residential district. 2. Next to MR7-13, MR 10-18, RM-18, RM-24 or RMH district = 10'	10' minimum; Except: 1. Next to an R4, R4-8, or R6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories; 10 ft. where an alley separates HDC-2 from the above residential district. 2. Next to MR7-13, MR 10-18, RM-18, RM-24, or RMH district = 10'	10' minimum; Except: 1. Next to single-family use or an R4, R4-8, or R6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district (refer to 1 above if adjacent use is single-family) = 10' minimum + 5' for each	10' minimum; Except: 1. Next to single-family use or an RLI, R4, R4-8, or R6-12 district - 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district (refer to 1 above if adjacent use is single-family) = 10' minimum	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with site design standards, Chapter 18.100.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
			+ 5' for each bldg. floor above 2 stories.	minimum + 5' for each bldg. floor above 2 stories.	minimum + 5' for each bldg. floor above 2 stories.	bldg. floor above 2 stories.	+ 5' for each bldg. floor above 2 stories.	
SIDE YARD SETBACK	15' minimum.	No minimum on interior, 10' minimum on flanking street; Except: 1. Next to R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5' except 6' on	No Minimum; Except: 1. Next to R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5' except 6' on one side of zero lot.	No minimum on interior, 10' minimum on flanking street; Except: 1. Next to R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5' except 6' on	No minimum on interior, 10' minimum on flanking street; Except: 1. Next to R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5'	No Minimum; Except: 1. Next to R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures; 5' except 6' on one side of zero lot.	No Minimum; Except: 1. Next to RLI, R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures; 5' except 6' on one size of zero lot.	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. Residential side yards can be reduced consistent with 18.04.080(H)(5). 4. Must comply with site design standards, Chapter 18.100.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
		one side of zero lot.		one side of zero lot.	except 6' on one side of zero lot.			
MAXIMUM BUILDING HEIGHT	35'	Up to 35', if any portion of the building is within 100' of R 4, R 4-8, or R 6-12 district; Up to 60' otherwise.	Up to 35', if any portion of the building is within 100' of R 4, R 4-8, or R 6-12 district; Up to 60' otherwise; or up to 70', if at least 50% of the required parking is under the building; or up to 75', if at least one story is residential.	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise. Provided that one additional story may be	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise. Provided that one additional story may be	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise; or up to 70', if at least 50% of the required	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise; or up to 70', if at least 50% of the required	1. Not to exceed height limit set by State Capitol Group Height District, 18.10.060, for properties near the State Capitol Campus. 2. Must comply with site design standards, Chapter 18.100. 3. HDC-1 and HDC-2 additional story must comply with OMC 18.06.100.A.6. 4. In a Downtown Design Sub-District, see 18.120.220 and 18.120.440 for upper story step back requirements.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
				built for residential development only.	built for residential development only.	parking is under the building; or up to 75', if at least one story is residential. Up to 75' for HDC-3 zoned properties located within the Capital Mall Triangle Subarea.	parking is under the building; or up to 75', if at least one story is residential. ~~Up to 75' for HDC-4 zoned properties where the proposed project provides for the development of replacement dwelling units in a development agreement and the project site is all or part of an area of 40 acres or more that was in contiguous common ownership in 2009.~~ Up to 105' for HDC-4 zoned properties	5. If located within the Capital Mall Triangle Subarea see OMC 18.06.100.A.7.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
							located within the Capital Mall Triangle Subarea. Up to 130' for HDC-4 zoned properties located within the Capital Mall Triangle Subarea and within the Affordable Housing Height Bonus Overlay (see OMC 18.06.100.A.7.)	
~~MAXIMUM BUILDING COVERAGE~~	~~45%~~	~~70%, except 55% for residential only structures~~	~~70%; or 85% if at least 50% of the required parking is under the building.~~	~~70% for all structures~~	~~70% for all structures~~	~~70% for all structures, 85% if at least 50% of the required parking is under the building.~~	~~70% for all structures. 85% of the site if at least 50% of the required parking is under the building. On redeveloped sites, 85% if at least 50% of new required parking is~~	~~For projects in the GC and HDC-4 zones west of Yauger Way, limitations of building size per 18.06.100(C) and 18.130.020 apply.~~

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
							~~under the building or in a structured parking form. 85% for HDC-4 zoned properties where the proposed project provides for the development of replacement dwelling units in a development agreement and the project site is all or part of an area of 40 acres or more that was in contiguous common ownership in 2009.~~	
MAXIMUM IMPERVIOUS SURFACE COVERAGE	50%	70%	85%	85% ~~for all structures~~	85% ~~for all structures~~	85% ~~for all structures~~	85% ~~for all structures~~	See OMC 18.06.100(D).

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
MAXIMUM HARD SURFACE BONUS (not guaranteed, performance based)	70%	85%	100%	100%	100%	100%	100%	Hard surfaces are treated as impervious unless shown workable through an approved design. See OMC 18.06.100(D) for criteria.~~Hard Surfaces are treated as impervious, unless shown workable through an approved design (complies with DDECM), which requires adequate underlying soils.~~
ADDITIONAL DISTRICT-WIDE DEVELOPMENT STANDARDS	Maximum building size (gross sq. ft.): 3,000 for single use; 6,000 for mixed use.	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B) and Figure 6-3).	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)). In a Downtown Design Sub-	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)).	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)).	Building Floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)).	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)). If located within the	For properties in the vicinity of Kaiser Road and Harrison Ave NE, also see Pedestrian Streets Overlay District, Chapter 18.16. For retail uses over 25,000 square feet in

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
		In a Downtown Design Sub-District, see Chapter 18.120 for upper story stepbacks.	District, see Chapter 18.120 for upper story stepbacks.				HDC-4 zone district and within the Capital Mall Triangle Subarea: Building floors above 6 stories which abut a street or residential district must be stepped back a minimum of 8 feet. A step back is not required below 6 stories. Mass timber/cross laminated timber constructed buildings are not required to have a step back.	gross floor area, see Section 18.06.100(G) Large Scale Retail Uses. EXCEPTION: Section 18.06.100(G) shall not apply to motor vehicle sales. In a Downtown Design Sub-District, see Chapter 18.120. If located within the Capital Mall Triangle Subarea see OMC Section 18.06.100.B.3.

LEGEND

NR = Neighborhood Retail GC = General Commercial	PO/RM = Professional Office/Residential Multifamily	HDC-1=High Density Corridor-1 HDC-2=High Density Corridor-2 HDC-3=High Density Corridor-3 HDC-4=High Density Corridor-4

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
MINIMUM LOT AREA	7,200 Sq. Ft.	No minimum.	No minimum.	No minimum.	7,200 Sq. Ft. if bldg. height is 35' or less. 12,500 Sq. Ft. if bldg. height is over 35'.	No minimum.	
FRONT YARD SETBACK	10' maximum.	No minimum; however, see Chapter 18.100 for design guidelines for pedestrian access and view corridors. In a Downtown Design Sub-District: 12' from the curb on Type A and B Streets, 10' from curb for Type C Streets.	No minimum. In a Downtown Design Sub-District: 12' from the curb on Type A and B Streets, 10' from curb for Type C Streets.	No minimum. In a Downtown Design Sub-District: 12' from the curb on Type A and B Streets, 10' from curb for Type C Streets.	No minimum.	30' minimum for buildings; 15' for other structures except signs	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. See Design Guidelines, Chapter 18.100.
REAR YARD SETBACK	15' minimum; If next to a residential zone, 15' minimum plus 5' for every story over 3 stories.	No minimum; however, see Chapter 18.100 for design guidelines for pedestrian access and view corridors.	No minimum.	No minimum.	5' minimum if building has 1 or 2 stories. 10' minimum if building has 3 or more stories.	15' minimum.	50' minimum from property line for agriculture buildings (or structures) which house animals other than pets.

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
SIDE YARD SETBACK	10' minimum; 15' minimum plus 5' for every story over 3 stories if next to a residential zone.	No minimum; however, see Chapter 18.100 for design guidelines for pedestrian access and view corridors.	No minimum.	No minimum.	5' minimum if building has 1 or 2 stories. 10' minimum if building has 3 or more stories; AND the sum of the 2 side yards shall be no less than 1/2 the building height.	5' minimum 30' minimum for buildings and 15' minimum for other structures from flanking streets.	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. See Design Guidelines, Chapter 18.100.
MAXIMUM BUILDING HEIGHT	75'; except hospitals, which may exceed that height.	See 18.06.100(A)(2) and Figure 6-2, Urban Waterfront District Height Limits Exceptions: 1) In the portion of the area Downtown with a height limit of 65', two additional residential stories may be built. See 18.06.100. 2) In the portion of the area on West Bay Drive with a	Refer to Figure 6-2 and 6-2B for specific height and building configurations required on specific blocks. In a Downtown Design Sub-District, see view protection measures in 18.06.100 and Chapter 18.120.	75'; PROVIDED, however, that two additional stories may be built, if they are residential. For details, see 18.06.100(A)(4), Downtown Business District. There are restrictions around Sylvester Park	75' Exception: Up to 100' may be allowed with conditional approval by the City Council, upon recommendation of the Hearing Examiner. For details, see 18.06.100(C)(5), Height, Commercial Services-High Density. In a Downtown Design	40' accessory building limited to 20'.	Not to exceed height limit set by State Capitol Group Height District, 18.10.060, for properties near the State Capitol Campus. See OMC 18.06.100(E)

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
		height limit of 42' to 65', the taller height limit is conditioned upon the provision of certain waterfront amenities. See 18.06.100(A)(2)(c).		(see 18.100.080.)	Sub-District, see view protection measures in 18.06.100 and Chapter 18.120.		
~~MAXIMUM BUILDING COVERAGE~~	~~50%~~	~~60% for properties between the shoreline and the nearest upland street. 100% for properties not between the shoreline and the nearest upland street. See also Chapter 18.100 for design guidelines for pedestrian access and view corridors.~~	~~100%~~	~~No requirement.~~	~~No requirement.~~	~~85%~~	-
MAXIMUM IMPERVIOUS SURFACE COVERAGE	60%	100%	100%	100%	100%	85%	See OMC 18.06.100(D).
MAXIMUM HARD SURFACE BONUS (not guaranteed,	80%	100%	100%	100%	100%	100%	Hard surfaces are treated as impervious unless shown workable through an

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
performance based)							approved design. See OMC 18.06.100(D) for criteria.~~Hard Surfaces are treated as impervious, unless shown workable through an approved design (complies with DDECM), which requires adequate underlying soils.~~
ADDITIONAL DISTRICT-WIDE DEVELOPMENT STANDARDS	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(F)). Residential uses (Section 5 of Table 6.01) may not be constructed	Street ends abutting the water shall be preserved to provide views of and public access to the water, pursuant to Section 12.16.050(D) OMC. Section 18.06.100(A)(2)(c) for West Bay Drive building height and view blockage limits; and Chapter 18.100 for West Bay Drive view corridors. See also	Street ends abutting the water shall be preserved to provide views of and public access to the water, pursuant to OMC Section 12.16.050(D).		Residential uses must comply with High Rise Multi-family (RM-H) development standards.	6' of sight-screening buffer shall be provided along north, east, and west district boundaries. See Olympia Park Replat covenants for access, and other standards applicable to replat lots.	For properties in the vicinity of the Downtown, also see the Downtown Design Guidelines in 18.120. For retail uses over 25,000 square feet in gross floor area, see Section 18.06.100(C) Large Scale Retail Uses.

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
	within 600 feet of Lilly Road except in upper stories of mixed use building; all other development standards are the same as for commercial uses.	Chapter 18.100 for Downtown design guidelines for Pedestrian Access and View Corridors and Waterfront Public Access; Chapter 18.100 for Port Peninsula design guidelines for Pedestrian Connections and View Corridors; Section 18.06.100(A)(2)(c) for West Bay Drive building height and view blockage limits; and Chapter 18.100 for West Bay Drive view corridors.					EXCEPTION: Section 18.06.100 (C) shall not apply to motor vehicle sales.

LEGEND		
MS = Medical Services DB = Downtown Business	CS-H = Commercial Services - High Density	UW = Urban Waterfront UW-H = Urban Waterfront-Housing AS=Auto Services

Proposal 18: Chapter 18.06 – Commercial Districts

Section 18.06.100 - Commercial districts' development standards—Specific Subsections A and B

A. Height.

1. Roof structures for the housing of elevators, stairways, tanks, ventilating fans and similar equipment required to operate and maintain the building, fire or parapet walls, skylights, towers, flagpoles, chimneys, smoke stacks, wireless masts, T.V. antennas, steeples and similar structures may be erected above the height limits prescribed in this Title, provided that no roof structure, feature or any other device above the prescribed height limit shall be allowed or used for the purpose of providing additional floor space. This height exception does not apply to the additional story provision for residential development described in OMC 18.06.100.A.6.

   a. Any structure may exceed the maximum building height by up to 48 inches to accommodate a roof-mounted solar energy panel.

   b. Provided, further, that no roof structure or architectural feature shall be erected more than eighteen (18) feet above the height limit of the district, whether such structure is attached to it or free-standing.

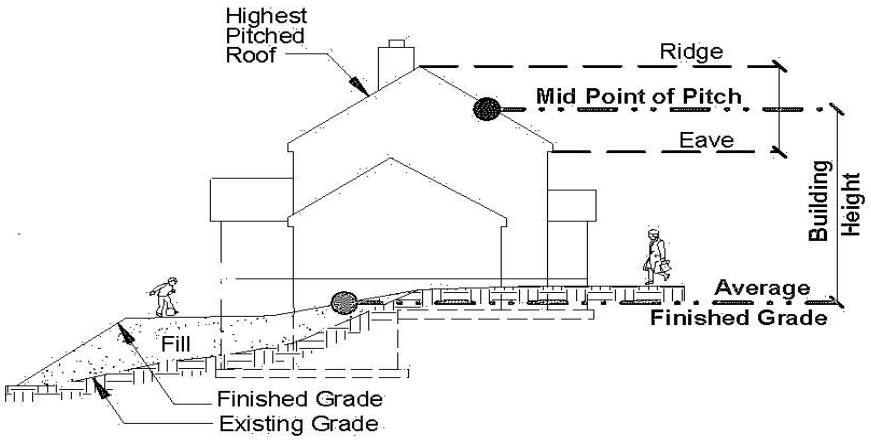


FIGURE 6-1A

2. Urban Waterfront (UW) District.

   a. Allowed building heights in the Urban Waterfront (UW) District are specified in Figure 6-2.

b. Bonus for residential development.

i. In the area labeled sixty-five (65) feet on Figure 6-2, up to two additional stories may be built (except as limited in subsection d below), if the project is located in the downtown, and if the added stories are stepped back from the street wall at least eight (8) feet, and if an equivalent floor area (equal to the amount from the added stories) is provided for residences, as follows:

(a) In the same building--i.e., it is a residential or a mixed use building; or

(b) With commercial and residential uses in separate buildings on the same site; or

(c) With commercial and residential uses on separate sites within the Urban Waterfront (UW) district.

ii. Occupancy. Housing provided under this bonus provision as part of a mixed use project must receive an occupancy permit at the same time as, or in advance of, issuance of an occupancy permit for non-residential portions of the project.

iii. Conversion. Housing provided under this bonus provision shall not be converted to commercial use.

iv. Source of housing units. Housing provided under this bonus provision may be:

(a) New construction,

(b) Adaptive reuse of a formerly non-residential structure, or

(c) Rehabilitation of existing housing.

c. West Bay Drive building height and view blockage limits.

i. In order to retain public and private view access to Budd Inlet from hillside sites above West Bay Drive, the maximum building height in the West Bay Drive portion of the Urban Waterfront (UW) District labeled " 42’-65’ " on Figure 6-2 shall be up to a maximum of 42 feet, except as provided in subsections (iii) and (iv) below.

ii. In order to retain public view access of Budd Inlet from street level in the West Bay Drive portion of the Urban Waterfront (UW) District labeled " 42’-65’ " on Figure 6-2, view blockage shall be limited as follows:

(a) Views of the water will be defined as area without obstruction by buildings or major structures measured between 45 and 90 degrees to West Bay Drive, as illustrated in Figure 6-2A.

(b) Said view blockage shall be limited to 45 percent of the views of the water from West Bay Drive by buildings or major structures located between West Bay Drive and the mean high water line.

(c) Exceptions are provided in subsections (iii) and (iv) below.

iii. Development shall be subject to the alternate standards for building height and view blockage, if alternate waterfront view access is provided through public amenities as follows:

Amenity Provided	**Limits on Horizontal View Blockage and Height**
Waterfront Trail	70% up to 42 ft., OR 45% up to 65 ft.
Expanded Waterfront Trail Corridor Facility (or small waterfront park area).	50% up to 42 ft., OR 45% up to 50 ft.
Both	70% up to 65 ft.
Any development over 42 feet shall be required to include a minimum of 20% of the usable building area for residential purposes.	

iv. Criteria for approval of alternate waterfront view access.

(a) Waterfront Trail.

(1) Trail right-of-way consistent with City trail standards shall be dedicated to the City.

(2) The trail shall be designed consistent with City standards and requirements, or as otherwise approved by the Olympia Parks, Arts and Recreation Department. Because the trail passes by different land uses, it may take a different character in different locations, for reasons of safety, privacy, or environmental protection.

(3) The developer shall design, build, and dedicate the facility to the City.

(4) An analysis of recreation needs shall be provided by the Olympia Parks, Arts and Recreation Department. An analysis of environmental impacts, hazardous waste risks, and engineering issues sufficient to determine the design and

location for the trail facility shall be approved by the Olympia Parks, Arts and Recreation Department but provided by the developer. All analysis shall be complete prior to approval.

(b) Expanded Waterfront Trail Corridor Facility or Small Waterfront Park.

(1) The developer shall build and dedicate the facility and its site to the City.

(2) The expanded waterfront trail corridor facility or small park area shall be designed consistent with City and other applicable government standards and requirements, or as otherwise approved by the Olympia Parks, Arts and Recreation Department. The expanded waterfront trail corridor facility or small park may vary in size from City park standards and could include additional right-of-way for the expanded trail, landscaping, habitat enhancement, benches, lighting, parking, restrooms, garbage receptacles, telephones, interpretive signs and other park facilities.

(3) An analysis of environmental impacts, hazardous waste risks, trail improvements, and engineering issues sufficient to design the expanded waterfront trail corridor facility or small park area shall be approved by Olympia Parks, Arts and Recreation Department but provided by the developer. All analysis shall be complete prior to approval.

(4) The expanded waterfront trail corridor facility or small park shall have a publicly accessible connection to West Bay Drive, designed, constructed, and dedicated for public use by the developer.

v. The view blockage rules shall be applied on a project-wide basis and not for each lot or parcel in a project, thus allowing projects providing more views on some lots to have more view blockage on other lots as long as the overall project meets the view blockage requirements.

d. Landmark Views: In order to protect designated landmark views from public observation points, the height bonus allowed in subsection b, above, is limited as follows:

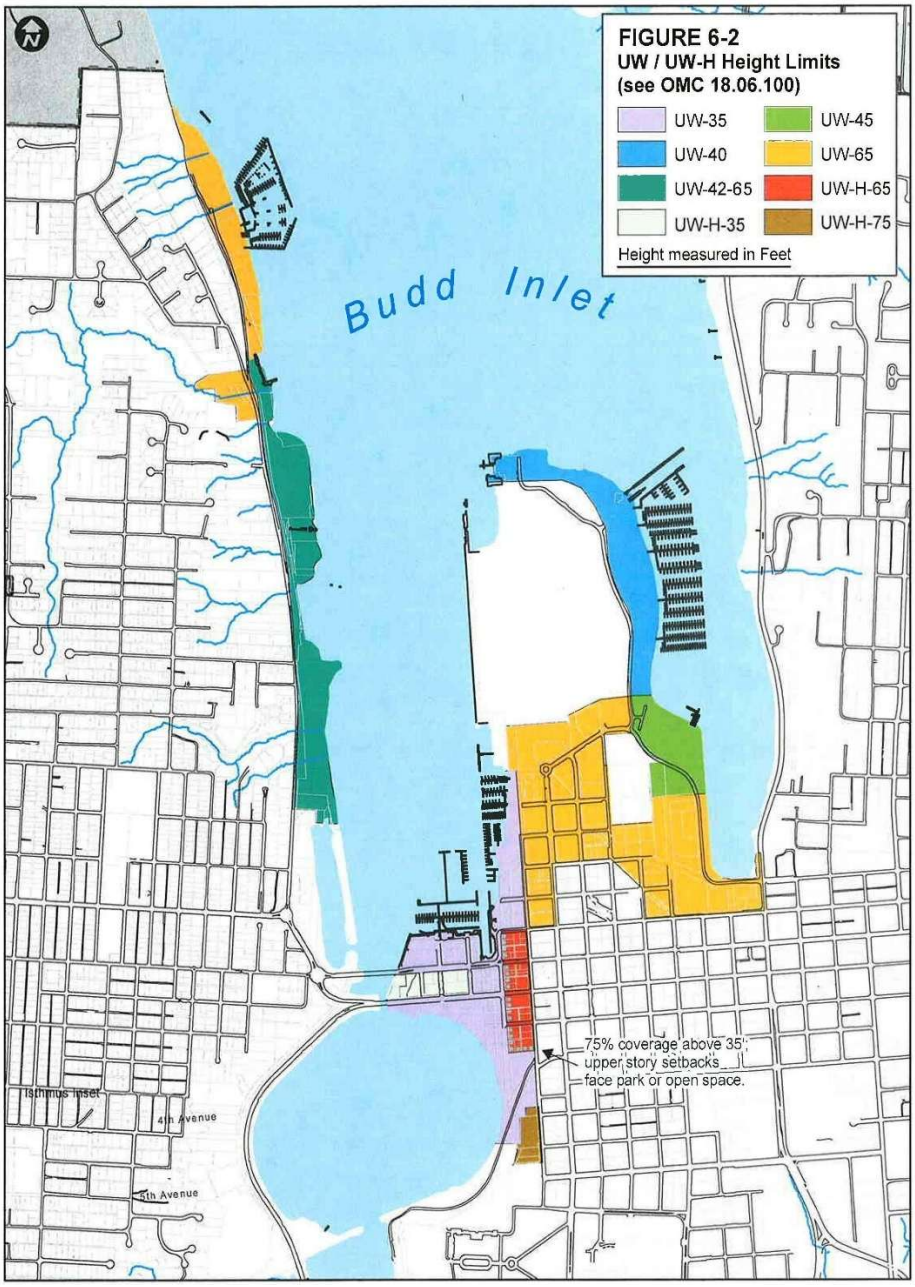
ii. Block 14 Height Bonus: A view analysis of the proposed development shall be submitted that demonstrates the view of the Capitol Drum and Dome will remain visible from the East Bay Lookout after the development occurs. This may prohibit use of the height bonus, or restrict which portions of the block are eligible to use the bonus. Block 14

is bounded by Olympia Avenue, Adams Street, Thurston Avenue, and Jefferson Street.

iii. Block 122: Height bonus is limited to one additional story, up to a maximum height of 75 feet. Block 122 is bounded by Olympia Ave, Jefferson Street, and Marine Drive.

iv. Block 123: The bonus height provision is not applicable in this location. Block 123 is bounded by Corky Avenue and Market Street to south and industrial uses to the north.

Figure 6-2 Urban Waterfront and Urban Waterfront Height Limits*



* See 18.06.100(A)(2) for height limitations that apply to Blocks 14, 122, and 123 in order to protect adopted landmark views from specific observation points.

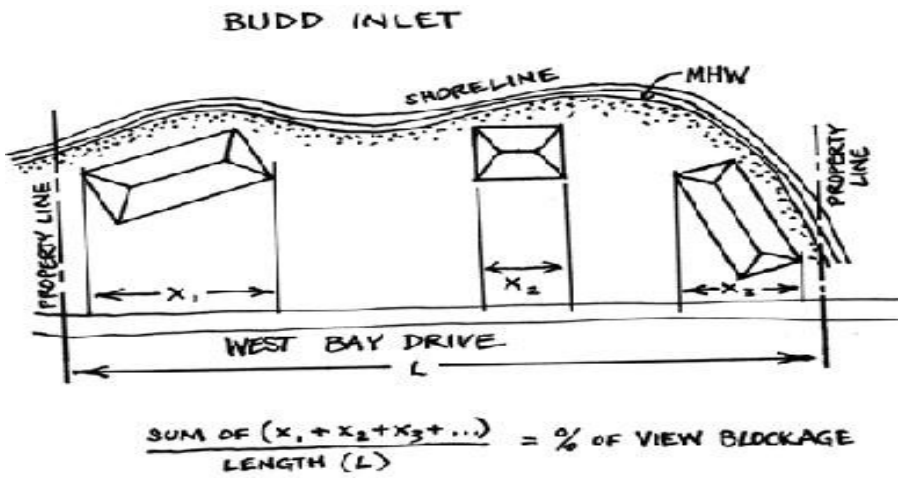


FIGURE 6-2A
Calculating View Blockage in a portion of the Urban Waterfront District along West Bay Drive.

3. Commercial Services-High Density. The maximum building height allowed is one hundred (100) feet. Provided, however, that no building or structure may exceed seventy-five (75) feet in height without conditional review and approval by the Hearing Examiner. Approval of structures exceeding seventy-five (75) feet in height shall meet the following criteria:

    a. The building design shall be compatible with or enhance the physical characteristics of the site, the appearance of buildings adjacent to the site and the character of the district.

    b. The site plan shall facilitate efficient and convenient circulation, shall include landscaping that creates a pleasing appearance from both within and off the site and shall be an asset to the community at large.

    c. Enhancement of public view access or direct public access to usable open space areas shall offset any potential upland view loss which may occur as a result of the proposal.

4. Downtown Business District.

    a. Building height allowed outright in the DB zone is seventy-five (75) feet.

    b. Bonus for residential development.

    c. Enhancement of public view access or direct public access to usable open space areas shall offset any potential upland view loss which may occur as a result of the proposal.

i. Buildings may exceed the height allowed outright (75 feet) by up to two (2) stories, if the added stories are stepped back from the street wall at least eight (8) feet, and if floor area equal to the amount from the added stories is provided for residences:

(a) In the same building--i.e., it is a residential or a mixed use building; or

(b) With commercial and residential uses in separate buildings on the same site; or

(c) With commercial and residential uses on separate sites within the Downtown Business (DB) zone.

ii. Occupancy. Housing provided under this bonus provision as part of a mixed use project must receive an occupancy permit at the same time as, or in advance of, issuance of an occupancy permit for non-residential portions of the project.

iii. Conversion. Housing provided under this bonus provision shall not be converted to commercial use.

iv. Source of housing units. Housing provided under this bonus provision may be:

(a) New construction,

(b) Adaptive reuse of a formerly non-residential structure, or

(c) Rehabilitation of existing housing.

5. Urban Waterfront - Housing.

a. Allowed building heights in the Urban Waterfront-Housing District are specified in Figure 6-2.

b. Required step backs and placement of step backs over 35 feet on specific blocks are specified in Figure 6-2.

6. High Density Corridor (HDC - 1 and HDC - 2).

a. Building height allowed outright in the HDC-1 and HDC-2 zones as outlined in OMC 18.06.080, Table 6.02.

b. Additional story for residential development.

i. Additional story can only be allowed for those development that do not provide a mechanical "penthouse" room as allowed under the provisions

of OMC 18.06.100.A. However, the additional story can be occupied with both residential development and mechanical equipment.

ii. Buildings may exceed the height allowed outright in OMC 18.06.080, Table 6.02, by one (1) story. The additional story cannot exceed fourteen (14) feet above the maximum allowable height requirement as specified in OMC 18.06.080, Table 6.02.

iii. The additional story must be stepped back at least eight (8) feet from any abutting street or any abutting residential zoning district. See OMC 18.06.100.B.2.

iv. Housing provided under this additional story as part of a mixed use project must receive an occupancy permit at the same time as, or in advance of, issuance of an occupancy permit for non-residential portions of the project.

v. Housing provided under this additional story provision shall not be converted to commercial use. Except that the residential units may conduct business activities under the provision for home occupations. See OMC 18.04.060.I.

vi. Housing provided under this bonus provision may be:

(a) New construction;

(b) Adaptive reuse of a formerly non-residential structure, or

(c) Rehabilitation of existing housing.

vii. This additional story is not available and will not be approved within 100 feet of a designated historic district.

7. High Density Corridor (HDC - 3 and HDC - 4) within the Capital Mall Triangle Subarea.

a. For properties located within the HDC-3 zone and within the Capital Mall Triangle Subarea the maximum building height is 75 feet.

b. For properties located within the HDC-4 zone and within the Capital Mall Triangle Subarea the maximum building height is 105 feet.

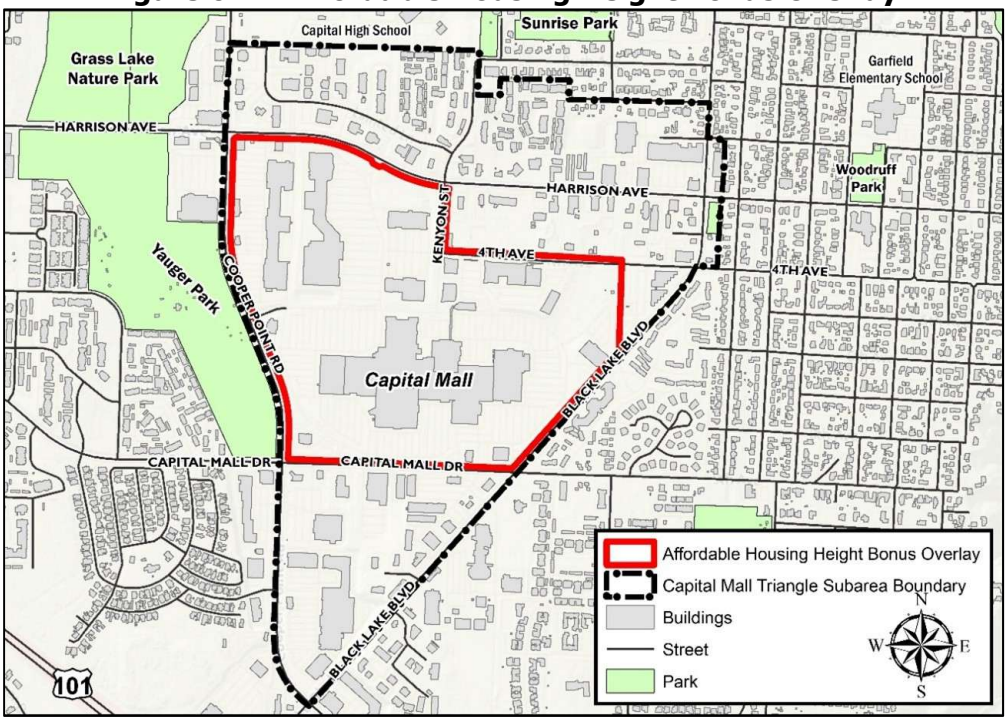
c. Maximum building height is 130 feet for development that meet all of the following requirements:

i. Located within the Capital Mall Triangle Subarea; and

ii. Located within the Affordable Housing Height Bonus Overlay as shown in Figure 6-2B; and

iii. At least 30 percent of the dwelling units are affordable for at least 50 years for those whose income is 80 percent or less of the area median income.

Figure 6-2B Affordable Housing Height Bonus Overlay



B. Upper Story StepBacks.

1. High Density Corridor-1 (HDC-1), Community Retail (CMR), High Density Corridor-2 (HDC-2, General Commercial (GC), High Density Corridor-4 (HDC-4), Medical Services (MS), and Professional Office/Residential Multifamily (PO/RM) District Requirements:

   Building floors above three (3) stories which abut a street or residential district must be stepped back a minimum of eight (8) feet (see Figure 6-3).

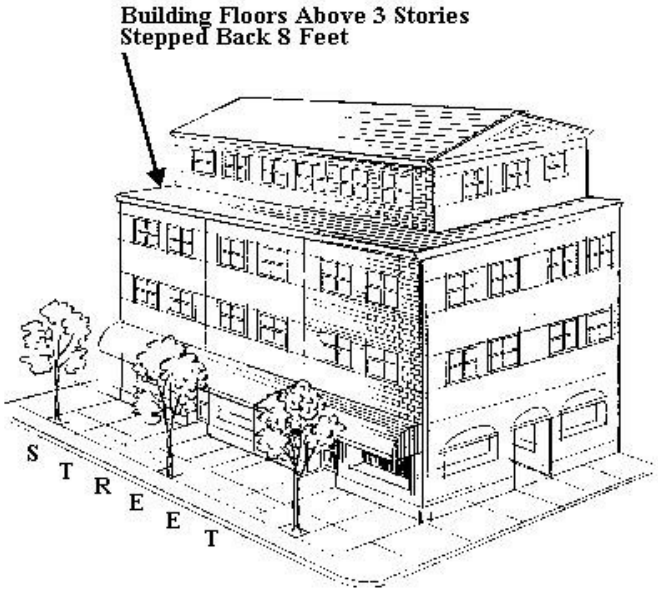


FIGURE 6-3

2. Additional Story Provision for HDC-1 and HDC-2. Projects within the HDC-1 and HDC-2 zoning districts which use the additional story provisions for residential development as outlined in OMC 18.06.100.A.6, must step the additional story back by a minimum of eight (8) feet. The step back is required for the additional story which abuts a street or residential district.

3. If located within the HDC-4 zone district and within the Capital Mall Triangle Subarea, building floors above six stories which abut a street or residential district must be stepped back a minimum of eight feet. A step back is not required below the sixth floor.

   a. Mass timber/cross laminated timber constructed buildings are not required to have a step back.

4. The upper story step-back is not required when entire structure is setback from the property line the distance required by the stepback, or farther.

5. Façade modulation and upper-story step-backs are not required for the following types of residential projects:

   a. Affordable housing;

   b. New construction meeting passive house requirements;

   c. The retrofit of existing buildings meeting passive house requirements. "Passive house requirements" means the criteria for certification as a passive house by Phius or the international passive house institute.

d. The conversion of existing buildings to housing or mixed-use development that includes housing;

e. Modular construction. "Modular construction" means a multistory residential or commercial building constructed of standardized components produced off-site, which are transported and assembled at a final location.

f. Mass timber construction. "Mass timber construction" means a building with structural components primarily made of mass timber products as defined in RCW 19.27.570.

Proposal 19: Chapter 18.06 – Commercial Districts

Section 18.06.100 - Commercial districts' development standards—Specific Subsection D

D. Impervious Surface Coverage

2. On development sites incorporating 'vegetated roofs,' the impervious surface coverage limits ~~of Neighborhood Retail, Professional Office/Residential Multifamily and Medical Service districts shall~~may be increased one square foot for each square foot of vegetated roof area up to 5% of the total site area if adequate assurance is provided that the proposed vegetated roof will provide substantial stormwater management benefits for a period of at least 30 years.

3. Calculation exclusions: The following are excluded from the impervious and hard surface coverage limit calculations. Note: These exclusions do not apply to calculations or requirements related to the Drainage Design and Erosion Control Manual.

a. Ingress/egress easements serving a neighboring property.

b. Areas excluded from the minimum lot area calculations (see OMC 18.04.080(c)(4)), such as the panhandle of a flag lot;

c. Portions of the driveway that extend beyond the required setback area when the additional length is caused by compliance with the municipal code requirements, such as critical area and buffer protections;

d. Areas partially or wholly covered by water (seasonally or year-round) are to be excluded from the total site area before calculating the coverage percentage. This does not include human-made stormwater retention ponds.

4. To obtain approval of a hard surface bonus, an engineered drainage design must be submitted that includes the following:

a. The area in excess of that allowed by Table 4.04 must meet the Drainage Design and Erosion Control Manual (DDECM) core requirement #5 (or as amended) for onsite stormwater treatment, and core requirement #7 for flow control, regardless of minimum area thresholds. Plans must address the following:

i. Projects that would otherwise be exempt from DDCEM requirements for flow control must demonstrate compliance, regardless of the exemption, in order to obtain the bonus.

ii. Flood control systems to be included might include pervious pavement, pervious geogrid, bioretention, infiltration, green roofs, or micro-detention systems. If compliance cannot be provided, the bonus will be denied.

iii. Permeable pavement and geogrid on Type D soils are ineligible.

b. Maintenance agreements are required prior to permit issuance for the flood control system.

Proposal 20: Chapter 18.06 – Commercial Districts

Section 18.06.100 - Commercial districts' development standards—Specific Subsection E (NEW)

E. In HDC zones, maximum setbacks established in Table 6.02 only apply to properties abutting design review corridors designated in Chapter 18.100 OMC and streets classified as arterials.

Proposal 21: Chapter 18.12 – Historic Preservation

Section 18.12.020 – General Purpose and Intent

The purpose and intent of this chapter is to provide for the identification, enhancement, perpetuation and use of historic resources within the City in order to:

A. Safeguard the heritage of the City as represented by those sites, buildings, districts, structures and objects which reflect significant elements of the City's history as told from all perspectives.

B. Strengthen the economic vitality of the City by ~~promoting the stabilization and improvement of property values in historic areas, and by~~ encouraging new buildings and developments that will be harmonious with existing historic buildings, districts, and sites ~~and areas~~.

C. Foster civic and neighborhood pride in the beauty and accomplishments of the past while recognizing the various perspectives and untold stories that have led to the City's history and sense of identity.~~, and a sense of identity based on the City's history.~~

D. ~~Protect and enhance~~Support the City's ~~ability~~ economic development initiatives by~~to~~ attracting tourists and visitors, thereby stimulating the local economy.

E. Assist, encourage and provide incentives to private owners for preservation, restoration, ~~redevelopment and use~~and adaptive re-use of outstanding historic buildings, districts, neighborhoods, streets, structures, objects and sites.

F. Promote and facilitate the early identification and resolution of conflicts between the preservation of historic resources and alternative land uses.

G. Conserve valuable material and energy resources by ongoing use and maintenance of the existing built environment.

Proposal 22: Chapter 18.12 – Historic Preservation

Section 18.12.040 - Heritage Commission Creation and Size

The Olympia Heritage Commission consists of up to ~~eleven~~ nine (9~~11~~) members. Members of the Heritage Commission shall be appointed by the City Council.

Proposal 23: Chapter 18.12 – Historic Preservation

Section 18.12.045(B) - Heritage Commission Composition

B. The Heritage Commission shall always include at least two~~four~~ (2~~4~~) professionals who have experience in identifying, evaluating and protecting historic resources and are selected from among the disciplines of history, architecture, architectural history, historic preservation, planning, cultural anthropology, archeology, cultural geography, folklore, curation, conservation, landscape architecture, real estate, law, or related disciplines. ~~American studies, law, and real estate.~~

1. Heritage Commission action that would otherwise be valid shall not be rendered invalid by the temporary vacancy of one or all of the professional positions, unless the Heritage Commission action is related to meeting Certified Local Government (CLG) responsibilities cited in the Certification Agreement between the City of Olympia and the State Department of Archaeology and Historic Preservation, in which case Heritage Commission action may only be taken if in compliance with said agreements.

2. Exception to the residency requirement of Heritage Commission members may be granted by the City Council in order to obtain representatives from these disciplines.

Proposal 24: Chapter 18.12 – Historic Preservation

Section 18.12.050 - Heritage Commission Term of Appointment

Appointment of members to the Heritage Commission shall be made for a three (3) year term and may be extended by City Council reappointment. The City Council shall appoint members to fill any vacancies for the unexpired term. (See OMC 2.100 Community-Member Advisory Boards, Commissions and Committees)

Proposal 25: Chapter 18.12 – Historic Preservation

Section 18.12.055 - Heritage Commission Powers and Duties

A. The major responsibilities of the Heritage Commission are: to identify and actively encourage the preservation of Olympia's historic resources by maintaining, updating, and expanding the Olympia Heritage Register and reviewing proposed changes to Heritage Register properties; to raise community awareness of Olympia's history and historic resources; and to serve as the City's primary resource in matters of history, historic planning and preservation.

~~A.~~B. In carrying out these responsibilities the Heritage Commission shall engage in the following:

1. Educate property owners about the importance of rehabilitating, preserving, and maintaining ~~the~~ historic properties or objects.

2. Initiate and review periodic surveys of historic properties in Olympia to help identify buildings of historical significance to the community.

3. Maintain a Local Heritage Register according to criteria and procedures stated in Sections 18.12.080 and 18.12.085. This Local Heritage Register shall list buildings, structures, districts, sites and objects identified by the Heritage Commission as having historic significance worthy of recognition and protection by the City.

4. Consider the establishment or expansion of Historic Districts (see OMC 18.12.085.C).

5. Review and make recommendations to the City Council on applications for Special Valuation Tax (see OMC 3.60).

6. Review proposals and applications to construct, ~~change, alter, modify,~~ remodel, remove or significantly affect properties or districts on the Heritage Register properties, as provided OMC 18.12.090 and 18.12.100. Such review shall be for the purpose of providing recommendations on identifying and mitigating the impacts of the proposed action to the identified historic resource~~. All recommendations shall be consistent with the Design Review Criteria and SEPA Mitigation~~. The City agency or body charged with acting on such a permit or document shall forward a copy of the final decision to the Heritage Commission.

7. Make recommendations to the City Council to be used in the land use and permitting process to guide this review.

8. Participate in, promote and conduct public information, educational and interpretive programs pertaining to historic and archaeological resources.

9. Provide information to the public on methods of maintaining and rehabilitating historic properties. This may take the form of pamphlets, newsletters, workshops or similar activities.

10. Recognize excellence in the rehabilitation of historic objects, buildings, structures, sites and districts, and new construction in historic areas; and encourage appropriate measures for such recognition.

11. Be informed about and provide information to the public on incentives for preservation of historic resources, including legislation, regulations and codes which encourage the use and adaptive reuse of historic properties.

12. Make recommendations to the City Council on nominations to the Washington Heritage Register and National Register of Historic Places.

13. Investigate and report to the City Council on the use of various federal, state, local or private funding sources available to promote historic, archaeological, and cultural resources in the City.

14. Provide liaison support, communication, and cooperation with federal, state and other local governmental and Tribal entities which will further historic preservation objectives, including public education, within the Olympia area.

15. Review and provide recommendations to the City Council on the conduct of land use, housing and redevelopment, municipal improvement, and other types of planning and programs undertaken by any agency of the City, other neighboring cities and towns, the County, the state or federal governments, as they relate to historic and archaeological resources within the City.

16. Conduct all Heritage Commission meetings in compliance with RCW Chapter 42.30, the Open Public Meetings Act, to provide for public participation and adopt standards to guide this action.

17. Coordinate as appropriate with City departments and other heritage organizations.

18. Perform any other functions designated to the Commission by the City Council.

Proposal 26: Chapter 18.12 – Historic Preservation

Section 18.12.065 - Heritage Commission Compensation

All members of the Heritage Commission shall serve without compensation except for out-of-pocket expenses incurred in connection with Heritage Commission meetings or programs, and which are in accordance with City policy for Community-Member Advisory Boards, Commissions and Committees (See OMC 2.100.040), and reimbursement of expenses.

Proposal 27: Chapter 18.12 – Historic Preservation

Section 18.12.080 - **Olympia** Heritage Register - Criteria to Designate Property

** Note: This proposal only changes the wording in the section title.*

Proposal 28: Chapter 18.12 – Historic Preservation

Section 18.12.085 - Olympia Heritage Register - Process to Designate Property to the Olympia Heritage Register or Establish a Local Historic District

Listing on the Olympia Heritage Register is an honor that denotes significant association with the historic, archaeological, engineering, or cultural heritage of the community. Properties are listed individually or as a Historic District.

A. Any person, including members of the Heritage Commission, may nominate a building, structure, object, site or district for inclusion on the City Heritage Register.

B. Individual Properties:

1. Applications shall be on forms provided by the city and include information and documentation supporting the historic significance of the building, structure, object, site or district.

2. The application shall specify the exterior features, outbuildings, and other characteristics of the site and the building interior (if any) that contribute to its designation.

3. Notification of nomination will be sent to the property owner.

4. If someone other than the property owner makes a nomination the Heritage Review Committee may deny an application for placement on the Heritage Register based on a determination of ineligibility during a preliminary review. Applicants may appeal this denial to the Heritage Commission.

5. If an application advances to the full Heritage Commission, notification of nomination will be sent to the property owner and posted on the site.

6. Notification of a public hearing will be mailed to the property owner and the applicant(s), posted on the site, and published in a newspaper of general circulation in Olympia, not less than ten (10) days prior to the hearing.

7. The Heritage Commission shall consider the merits of the nomination according to the criteria in OMC 18.12.080 following a public hearing.

8. If the Heritage Commission finds that the nominated property meets the designation criteria in OMC 18.12.080 and has the property owner's consent, the property shall be listed on the Heritage Register and owner(s) and lessee(s), if any, notified of the listing.

9. A marker for register properties with information about the property and its significance must be approved by the Heritage Commission or staff. The City may provide this marker.

10. If the owner does not consent to placement of the owner's property on the Olympia Heritage Register, after following process set forth in OMC 18.12.085.B above, the Heritage Commission may recommend that the City Council approve designation without property owner consent. Notice will be given to the property owner at least 10 (ten) days prior to the City Council review. A person who is adversely aggrieved by a decision of the City Council under this subsection may appeal the City Council decision to Thurston County Superior Court as provided by law.

C. Districts:

1. Signatures must be obtained from the owners of a majority of the properties within the proposed district.

2. Applications shall be on forms and include information and documentation supporting the historic significance of the district.

3. The application shall specify the exterior features, outbuildings, and other characteristics of the sites within the district and the overall character defining elements that contribute to its designation, and identify the contributing and non-contributing status of the properties within the district.

4. The Heritage Review Committee or staff may deny an application for Historic District status based on a determination of ~~a~~ ineligibility during a preliminary review. Applicants may appeal this denial to the Heritage Commission.

5. The Heritage Commission shall consider the merits of the nomination according to the criteria in OMC 18.12.080 following a public hearing. If the Heritage Commission finds that the nominated district meets the designation criteria in OMC Section 18.12.080, the district may be listed on the Olympia Heritage Register with the owner's consent and the owner(s) and lessee(s), if any, notified of the listing.

6. If a majority of property owners within the proposed district boundaries do not consent to local District designation, after following process set forth above, the Heritage Commission may recommend that the City Council approve designation without property owner consent. Notice will be given to the property owners at least 10 (ten) days prior to the City Council review. A person who is adversely affected or

aggrieved by a decision of the City Council under this subsection may appeal the City Council decision to Thurston County Superior Court pursuant to the procedures set forth in ~~RCW Chapter~~state law.

D. The decision of the Heritage Commission designating objects, properties and districts to the City Register may be appealed by the owner(s) of the affected property in writing on forms provided by the City within thirty (30) days to the City Council. Decisions of the City Council may be appealed to Thurston County Superior Court.

E. Properties listed within a local Historic District shall be noted on the official records of the City. Such properties shall be subject to the provisions set forth in this Chapter, as well as the bulk, use, setback, and other controls of the zoning district in which they are located. Nothing contained in this Chapter shall be construed to be repealing, modifying or waiving any zoning or building code provisions.

F. Markers noting the boundaries of the Historic District must be approved by the Heritage Commission or staff. The City may provide these markers.

Proposal 29: Chapter 18.12 – Historic Preservation

Section 18.12.100 - Demolition of a Historic Building or a Contributing Historic District Property

Demolition of a Historic Building or a Contributing Historic District Property. Findings and a recommendation to the Building Official made by the Heritage Commission or Historic Preservation Officer is required before a permit may be issued to allow whole or partial demolition of a designated structure or facility of recognized historical significance, which for the purposes of WAC 197-11-800(2)(g) is one listed on the Olympia Heritage Register, Washington Heritage Register, or National Register of Historic Places. The owner or the owner's agent shall apply to the Building Official who will request a review of the proposed demolition by the Heritage Commission. The Heritage Commission shall recommend to the Building Official the approval or denial of the proposed demolition. Recommendations may also include steps to mitigate the loss of the property ~~through, but not limited to, the procedures described in the SEPA Mitigation Policy for Olympia Historic Resources~~. The Building Official shall give substantial weight to these recommendations in establishing conditions of approval of the permits granted. If the structure is demolished, the Heritage Commission shall initiate the procedure for removal of the structure from the Heritage Register and may recommend designation as a historic site.

Proposal 30: Chapter 18.12 – Historic Preservation

Section 18.12.130 - Tribal and Agency Consultation on Development Review

A. Interested Tribes and the State Department of Archaeology and Historic Preservation (DAHP) shall be notified when an application for land use approval has been submitted to the City of Olympia as described in OMC 18.70.130 ~~Public Notification Procedures~~Notice of Application. Additional ~~notice of~~Tribal or Agency consultation may be provided by the City Historic Preservation Officer.

B. Consistent with law, any recommendations and/or requests by Consulting Tribes and/or DAHP on cultural resource protection will be given substantial weight in decisions on land use or development permit approval and subsequent permit issuance.

Proposal 31: Chapter 18.12 – Historic Preservation

Section 18.12.140 - Cultural Resource Protection

A. Cultural Resources shall be protected from damage during construction and all other development activities in accordance with OMC Sections 18.12.120 and 18.12.140B.

B. Additional Protections for Cultural Resources.

1. ~~Building~~ Development permit recipients for ~~development~~ projects that meet the following criteria shall be required to sign an Inadvertent Discovery Plan (IDP) provided by the City of Olympia Historic Preservation Officer:

   a. All type II or III projects subject to Notice of Application, where ~~public notice was give to affected tribes and~~ a request for an IDP was submitted by an interested Tribe or Agency; and ~~subject to State Environmental Policy Act (SEPA) thresholds; and~~

   ~~a.~~b. All ground disturbing projects considered having high risk of encountering cultural resources as identified by the Historic Preservation Officer.

   ~~b. All projects located within the Downtown SEPA Exemption Area.~~

   The signed IDP shall be held on site throughout the duration of any ground-disturbing activities related to the project.

2. The Director may require additional actions to protect known or predicted cultural resources as a result of requests submitted by Consulting Tribes and/or DAHP during consultation for the following:

   a. Projects subject to State Environmental Policy Act (SEPA) thresholds;

   b. Type II and III ~~P~~projects subject to Agency consultation as per OMC 18.12.130 Tribal and Agency Consultation on Development Review;

   c. Projects on sites considered as having high risk of encountering cultural resources or known to include an archaeological site; and

   ~~d. Projects located within the Downtown SEPA Exemptions Area; and~~

   ~~e.~~d. Projects subject to other State and Federal laws which protect cultural and historic resources, including but not limited to Executive Order 05-05 and Section 106 of the National Historic Preservation Act.

Proposal 32: Chapter 18.36 – Landscaping and Screening

Section 18.36.080 - Landscape plan requirements

A plan of proposed landscaping and screening shall be included with plans submitted for site plan review or Hearing Examiner review. The plans shall be drawn to scale and contain the following information:

A. Landscape Plan.

1. Plan Preparation.

a. Four (4) or Less Multifamily Units and Commercial Development having less than 20,000 square feet of gross floor area. Landscape plans required by this section shall be prepared by a person experienced in the selection and installation of plant materials and landscape design. Plans shall be drawn to scale and meet all plan submittal requirements of item 2 below.

b. Five (5) or More Multifamily Units; Commercial Development consisting of 20,000 square feet or more of gross floor area; and all development located on a High Density Corridor or Design Review Corridor. Landscape plans required by this section shall be prepared by a Registered Landscape Architect or Certified Washington State Landscaper or Horticulturalist. Plans prepared by others shall have their design plans certified by one of the aforementioned groups, attesting that all requirements of this Chapter have been met or exceeded.

2. Plan Requirements. New landscape plans must identify location, species and diameter or size of plant materials using both botanical and common names. Drawings shall reflect the ultimate size of plant materials at maturity. All drawings shall depict:

a. Existing property lines and perimeter landscape areas;

b. All public and private open space, including plazas, courts, etc.;

c. Parking lot planting areas and vehicle use areas, driveways and walkways;

d. Location of clear sight triangle, if applicable;

e. Location of buildings or structures (existing and proposed);

f. Location of aboveground stormwater drainage pond(s) and swales;

g. Street tree location;

h. Screening of mechanical equipment;

i. Existing soil type and required amendments;

j. Planting details describing method of installation;

k. Location and description of existing trees or groves of trees to be retained;

l. Location and description of existing soils and groundcover vegetation to be retained;

m. Location and type of any invasive plants and timeline for removal;

n. Planting locations showing mature size of plants, size of planting stock, species of plant materials, and tree density calculations;

o. Timeline for site preparation and installation of plant materials;

p. Cost-estimate for the purchase, installation and three (3) years maintenance of landscaping~~.~~;

q. Location of underground utility lines and equipment; and

r. Irrigation plans, if applicable for the project.

Proposal 33: Chapter 18.38 – Parking and Loading

Section 18.38.040 – Applicability

Unless specifically exempted in this chapter, every land use shall have permanently maintained off-street parking facilities pursuant to the following regulations.

A. Exemptions. The following are not required to provide off-street parking as a condition of permitting of residential projects:

1. Affordable housing proposals.

2. New construction or the retrofit of existing buildings meeting passive house requirements. "Passive house requirements" means the criteria for certification as a passive house by Phius or the international passive house institute.

3. Modular construction. "Modular construction" means a multistory residential building constructed of standardized components produced off-site, which are transported and assembled at a final location.

4. Mass timber construction. "Mass timber construction" means a building with structural components primarily made of mass timber products as defined in RCW 19.27.570.

Proposal 34: Chapter 18.38 – Parking and Loading

Section 18.38.100 – Vehicular and Bicycle Parking Standards

C. Residential Provisions.

1. Residential uses, such as housing for seniors or people with disabilities, that provide parking for staff or visitors, that comply with parking provisions in state law (RCW 36.70A.620), shall record a covenant restricting use of the site to the approved use (e.g., seniors, people with disabilities). The covenant must be recorded prior to issuance of applicable construction permits.

2. For projects outside of the Downtown Exempt Parking Area, development projects with five or more residential units shall provide at least one accessible parking space. Accessible parking shall meet the location and dimensional standards in the adopted building codes.

3. For accessory dwelling units, single family homes, duplexes, townhouses on individual lots, and mobile home parks there is no maximum amount of parking allowed when all other zoning standards are satisfied (e.g. lot coverages).

4. New residential development projects within the area bounded by Cooper Point Road, Black Lake Boulevard, and Harrison Avenue (known as the Capital Mall Triangle) are exempt from minimum motor vehicle parking requirements.

5. Parking spaces that count towards minimum parking requirements may be enclosed or unenclosed.

6. Tandem parking spaces (one space for every 20 linear feet) may count towards meeting minimum parking requirements, with any necessary provisions for turning radius. "Tandem" is defined as having two or more vehicles, one in front of or behind the others with a single means of ingress and egress.

7. The existence of legally nonconforming gravel surfacing in existing designated parking areas may not be a reason for prohibiting utilization of existing space in the parking area to meet local parking standards, up to a maximum of six parking spaces.

8. Parking spaces may not be required to exceed eight feet by 20 feet, except for required parking for people with disabilities.

9. The city will not impose off-street parking requirements as a condition of permitting a residential project if compliance with tree retention would otherwise make a proposed residential development or redevelopment infeasible.

10. Parking spaces that consist of grass block pavers may count toward minimum parking requirements.

11. Existing parking spaces that do not conform to the requirements of this chapter as of June 6, 2024, are not required to be modified or resized, except for compliance with

the Americans with disabilities act. Existing paved parking lots are not required to change the size of existing parking spaces during resurfacing if doing so will be more costly or require significant reconfiguration of the parking space locations.

Proposal 35: Chapter 18.38 – Parking and Loading

Section 18.38.160 – Specific zone district standards

C. Downtown Exempt Parking Area (See Figure 38-2).

1. ~~Existing buildings constructed prior to January 1, 2002, which are located within the Downtown Exempt Parking Area (See Figure 38-2),~~All structures and use types shall be exempt from the vehicle parking standards. However, a change of use within ~~such~~ existing structures shall comply with the long-term and short-term bicycle parking standards pursuant to Table 38.01;

2. ~~All new residential buildings and uses located within the Downtown Exempt Parking Area (See Figure 38-2) shall be exempt from vehicle parking standards. However, if any new residential parking is constructed, the parking facility~~All new or replaced parking areas shall meet the Parking Design and Design Review Criteria in OMC 18.38.180 through 18.38.240 and applicable criteria in OMC Chapters 18.04, 18.06, and 18.120). All new residential buildings and uses shall comply with the long-term and short-term bicycle parking standards pursuant to Table 38.01; and

3. All new commercial buildings or expansions totaling over 3,000 square feet of gross leasable area~~, constructed after January 1, 2002~~, which are located within the Downtown Exempt Parking Area (See Figure 38-2) shall be required to meet ~~vehicle parking and~~ bicycle parking standards (OMC 18.38.020 through 18.38.240).~~; and~~

4. ~~When not covered by C.1 or C.2 above, bicycle parking is not required for those buildings and uses located within the Downtown Exempt Parking Area (see Figure 38-2) that do not provide on-site motor vehicle parking.~~

Proposal 36: Chapter 18.38 – Parking and Loading

Section 18.38.220 – Design Standards - General

Off-street parking facilities shall be designed and maintained in accordance with the standards hereunder, provided that up to 30% of parking stalls may be small spaces as described in section B. In the alternative, an applicant may propose and, if providing equal or better function, the Director may approve alternative parking geometrics consistent with the most recent specific standards promulgated by the Institute of Transportation Engineers or the National Parking Association. These standards apply to all bicycle and vehicular parking proposed or provided, even if the parking is not required.

Proposal 37: Chapter 18.40 – Property Development and Protection Standards

Section 18.40.060 – General Standards

C. Fences/Hedges, Walls and Site Perimeter Grading. It shall be the responsibility of property owners to ensure fences are within property lines and that a building permit is obtained when required. "Fences" as used in this section includes walls and similar above-grade unenclosed structures forming a continuous or nearly continuous line or row exceeding six feet in length. Also see definition, OMC 18.02.180(F). For properties located in Downtown Design Review District see OMC 18.120.370. Other properties that may have a Master Plan approval, such as Briggs Village, see adopted regulations for fencing. Contact the planning division of the department for details.

For the purpose of fencing, the front yard is considered to be the first 10 feet of any lot, tract, or parcel that abuts a public street or right of way, excluding alleys. Corner lots adjacent to two public rights of way shall have a front yard and a flanking side yard.

1. Fence Heights:

   a. Fences, when located within a required yard, shall not exceed the following height limits:

      i. Front yard = 48" (4’-0");

      ii. Side yards = 72" (6’-0"), Flanking side yards = 72” (6’-0”);

      iii. Rear yards = 72" (6’-0");

      iv. Clear Sight Triangle = 30" (2’-6").

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

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

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

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

For purposes of this section, a front yard shall not exceed 10 feet in depth, regardless of any other provision found in this Title.

2. Fence height is measured to the top of the fence, excluding posts. Point of ground measurement shall be the high point of the adjacent final grade.

3. Fences, walls, and hedges are permitted within all yard areas provided that regardless of yard requirements, no closed gate, garage door, bollard or other feature shall obstruct a driveway or other motor vehicle private ingress within 20 feet of a street right-of-way nor obstruct automobile views exiting driveways and alleys (see clear vision triangle). This 20-foot requirement is not applicable within the downtown exempt parking area as illustrated at Figure 38-2. Additional exceptions may be granted in accordance with OMC 18.38.220(A)(2).

4. Front yard fences of any common areas, such as tree, open space, park, and stormwater tracts, must be a minimum of 25 percent unobstructed, i.e., must provide for visibility through the fence.

5. Fence pillars, posts, and similar features may project a maximum of two feet above maximum fence height.

6. Site Perimeter Grading. Within required yard areas, no single retaining wall (nor combination of walls within five horizontal feet of each other) shall exceed a height of 30 inches as measured from the lowest adjacent grade, nor shall any modification of grades or combination of retaining walls result in grade changes exceeding 30 inches within five feet of a property line nor 60 inches within 10 feet of an existing or proposed property line.

7. An administrative exception may be approved by the Department to exceed maximum fence height and other provisions of these standards where all of the following conditions exist.

    a. Variation of existing grade on either side of the fence results in a fence lower than the maximum height as measured from the highest point of grade within five feet of either side of the fence; or other special circumstances relating to the size, shape, topography, location, or surroundings of the subject property warrant an exception to permit a fence comparable with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located;

    b. The special conditions and circumstances do not result from the actions of the applicant;

    c. Granting of the exception will not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and zone in which the property is located;

d. The granting of the exception will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which subject property is situated; and

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

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

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

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

   a. Front yard = 48" (4’0")

   b. Side yard, Flanking side yard = Unlimited

   c. Rear yard = Unlimited

[Note: Clear Sight Triangle = 30" (2’-6"), see OMC 18.40.060(B)]

9. Barbed and/or razor wire fences. No person or persons being the owner of or agent for or in possession and control of any property within the city limits shall construct or permit to exist any fence around or in front of such premises, consisting wholly or partially of barbed and/or razor wire, except to provide security at a government-owned property or privately owned utility where security for the property is mandated by law; provided that the provisions of this section shall only extend to fences that are within 10 feet of a street or alley or other public place within the City.

10. Electric fences. It is unlawful to install or maintain any electric fence within the city limits except as follows:

   a. For the purposes of protecting farms or agricultural animals using low-voltage, solar fences installed atop a six-foot non-electric fence; or

   b. For securing an outdoor storage area, subject to the provisions below.

   c. For purposes of this subsection:

      i. "electric fence" means a fence, including an electric security fence, with above-ground electric conductors carrying electric current supplied by

batteries, commercial power, or any other source of electricity, installed for the purpose of retaining or excluding any animals, livestock, or persons.

ii. "Electric security fence" means an electric fence installed to protect an outdoor storage area.

iii. "Outdoor storage area" includes an area used for automobile and recreational vehicle repair and service, equipment storage, lumber yards, fleet storage, landscape supplies, or similar uses.

iv. "Responsible person" means a person or entity that owns or controls property on which an electric security fence is sought to be installed or is installed and used pursuant to this section.

v. The installation and use of an electric security fence is permitted within the following zoning districts:

1. Auto Services (AS)

2. Industrial (I)

3. Light Industrial (LI)

d. The Director may, on a case-by-case basis, authorize the installation and use of an electric security fence to secure an outdoor storage area in the following zoning districts if the Director finds there has been an increase in theft and vandalism at the outdoor storage area and finds that use of an electric security fence is warranted because the responsible person has taken reasonable measures to prevent theft and vandalism, but such measures have not been effective:

i. General Commercial (GC)

ii. Downtown Business (DB)

iii. High Density Corridor 1 (HDC-1)

iv. High Density Corridor 2 (HDC-2)

v. High Density Corridor 3 (HDC-3)

vi. High Density Corridor 4 (HDC-4)

e. An electric security fence is only permitted to be installed and used if the outdoor storage area it protects was established and is operated in conformance with City code.

f. An electric security fence installed and used pursuant to this subsection must meet the following electrical requirements:

i. The electrical charge for the electric security fence must be noncontinuous and the electric fence controllers must be approved by a Nationally Recognized Testing Laboratory (NRTL).

ii. The energy source (energizer) for the electric security fence must be provided by a storage battery not to exceed 12 volts DC. The storage battery must be charged primarily by a solar panel. However, the charge from the solar panel may be augmented by a trickle charger.

iii. The electric charge produced by the electric security fence upon contact may not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission (IEC) Standard No. 60335-2-76.

g. An electric security fence installed and used pursuant to this subsection must meet the following height and location requirements:

i. An electric security fence must be completely surrounded by a non-electric perimeter fence or wall that is not less than five feet in height and no more than eight inches from the electric security fence to prevent entrapment.

ii. An electric security fence may not exceed the higher of eight feet or two feet higher than the perimeter fence or wall.

iii. Exceptions:

1. Where a non-electrified perimeter fence or wall already exists within a required yard setback (as defined in OMC 18.02.180 Y) and if such fence or wall was lawfully installed, such fence or wall need not be modified in height or location to meet the requirements of this subsection. The electric security fence may be located within the required yard setback and may not exceed eight feet in height.

2. Rear and side yards: Where a non-electrified perimeter fence does not exist within a required rear or side yard setback, it may not exceed six feet in height and the electric security fence may not exceed eight feet in height.

3. Front yards: The first priority is to place both the non-electrified perimeter fence and the electric security fence outside the required yard setback. If this is not practical due to existing improvements such as paved parking, curbing, or landscaping, both fences can be placed in the required front yard setback. In these instances, the non-electrified perimeter fence may be up to five feet in height and

must be transparent, for example, chain link or metal picket fencing. The electrified portion may extend up to eight feet in height. Both fences must be placed as far back as site conditions allow to avoid being at the edge of an adjacent street or sidewalk.

h. The responsible person shall clearly identify an electric security fence with warning signs 30 square inches in size per IEC standards, posted at intervals less than 30 feet. Such warning signs must read "Warning – Electric Fence" and contain an imager or symbol (e.g. a lightning bolt) that allows non-English speaking individuals to understand that the fence is electrically charged.

i. The permitting process for electric security fences is governed and regulated in accordance with the City's construction and burglar alarm codes. A building permit is required for an electric fence exceeding seven feet in height.

j. Gates, bollards, or other features of an electric security fence must comply with the provisions in OMC 18.40.060.C.3 and provide emergency access in a manner acceptable to the Fire Marshal.

k. Electric security fences must comply with the City's design and landscape and screening standards as applicable. The responsible person shall submit plans to the Community Planning and Development Department for review and approval prior to fence installation.

Proposal 38: Chapter 18.40 – Property Development and Protection Standards

Section 18.40.060 – General Standards

H. Yards.

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

2. Yards/Setbacks.

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

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

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

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

iii. Fences may project into the required yard area if they meet fence height requirements found in OMC 18.40.060(C).

iv. Uncovered steps, porches, or patios, which are no more than thirty (30) inches above the adjacent grade may be placed within the required setback area.

v. Air heating and cooling units 48-inches or less above grade are permitted within rear and side yard setbacks as long as it provides for access and maintenance per the building code.

vi. Uncovered swimming pools, hot tubs and satellite dish antennas may be placed in the rear or interior side yard setback area.

vii. Signs in compliance with OMC 18.43.

viii. Refer to each land use district for other allowed projections in required yards.

c. No building construction nor projection is allowed within any utility, access or public/private easement.

d. The front yard setback for a flag lot shall be a minimum of ten (10) feet measured from the nearest parallel or nearly parallel lot line adjacent to the front facade of the dwelling.

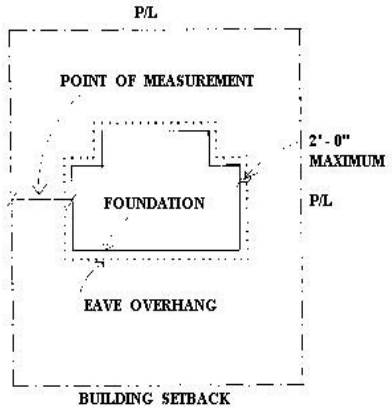


FIGURE 40-4

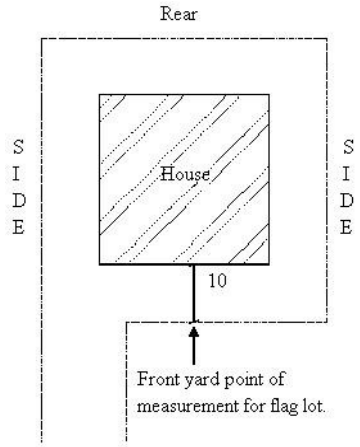


FIGURE 40-5

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

4. For retrofits of existing buildings to be used for residential housing:

   a. The portion of exterior wall assemblies that includes insulation must be allowed to project up to an additional eight inches into the setbacks on all sides;

   b. The building must be allowed to exceed the maximum allowable roof height by eight inches to accommodate additional insulation; and

   c. Gross floor area must be measured from the interior face of the exterior walls, which includes drywall, as typically depicted on the architectural floor plans; and

   d. For existing nonconforming buildings already projecting into setbacks, the portion of exterior wall assemblies that include insulation must be allowed to project up to an additional eight inches into the setbacks on all sides if the building is to be used for residential housing; and

   e. Nothing in this section prohibits a city or county from applying the requirements of the state building code or requires the City to allow a setback of less than 36 inches between residential dwelling units.

Proposal 39: Chapter 18.40 – Property Development and Protection Standards

Section 18.40.080 – Protection Standards

C. Emissions.

1. Air Pollution shall be controlled by the operator and/or proprietor of any land use or activity permitted by this title. The ambient air quality standards specified in Regulation I of the Olympic Air Pollution Control Agency (OAPCA), shall apply to all air contaminants listed therein. See Chapter 173-60 regarding variances and exemptions.

2. Toxic Substances shall be kept to concentrations not exceeding one-fiftieth (1/50) of interior standards by use of the best available control methods and technology in all phases of plant operation and handling of materials, and by an active commitment to good housekeeping practices. Toxic substances not listed in Regulation I of OAPCA, but released into the air shall be limited in accordance with the most current publication entitled Threshold Limit Values, of the American Conference of Governmental Hygienists.

3. Liquid Wastes shall be disposed of through local sanitary sewer systems only upon approval of affected sewer district authorities.

4. Liquid or solid wastes unacceptable to public sewer authorities shall be disposed of on a regular basis in keeping with the best operating characteristics of the industry, and in compliance with the regulations and requirements of local, regional, state or federal agencies having jurisdiction in waste disposal and environmental health and safety.

5. Any operation producing intense heat or glare shall be performed within an enclosure so as to completely obscure such operation from view from any point along the property line.

6. The use, storage, transportation and disposal of all radioactive materials or devices shall be subject to the regulatory jurisdiction and control of the Radiation Control Agency of the Washington State Department of Social and Health Services as amended.

7. No use shall cause earth vibrations~~,~~ ~~or~~ concussions, or construction noise detectable without the aid of instruments beyond its lot lines, with the exception of the temporary vibration produced as a result of construction activity. Such ~~temporary~~ construction activity shall be restricted to the hours between 7:00 a.m. and 6:00 p.m.

Proposal 40: Chapter 18.40 – Property Development and Protection Standards

Section 18.40.080 – Protection Standards

I. Minimum Street Frontage.

1. Each lot, other than in townhouse, cottage and co-housing projects, shall have a minimum of thirty (30) feet of frontage on a public or private street. With respect to binding site plans, this requirement shall apply to the entirety of the binding site plan and not to each individual site or lot. The Director may allow the street frontage to be reduced or eliminated to the minimum extent necessary to enable access to

property where public street access is not feasible for such reasons, including but not limited to, physical site conditions or preexisting development or to protect environmentally Critical Areas. Where frontage is limited, preference is for some street frontage to be provided.

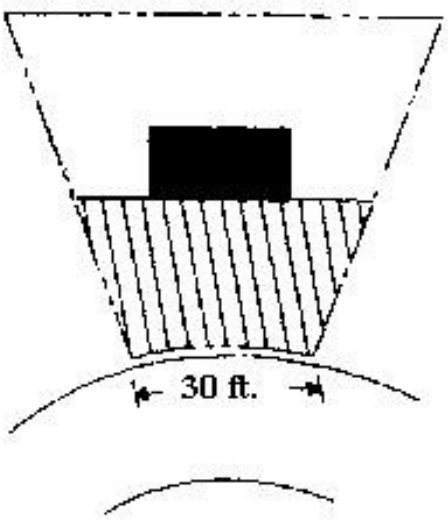


FIGURE 4-2

2. Subdivisions, short subdivisions, binding site plans, and lot line adjustments creating flag lots (with street frontages of less than thirty (30) feet) are subject to the following conditions:

   a. The project shall be designed to minimize the creation of flag lots.

   b. Adjoining flag lots shall share a common driveway wherever possible.

   c. All driveways accessing flag lots shall be designed to allow fire truck access to within one hundred fifty (150) feet of all exterior points of the building(s) on the lot(s), unless alternate forms of fire protection approved by the Chief of the Fire Department are provided, including but not limited to, sprinkler systems.

   d. The area of a flag lot which is less than thirty (30) feet in width shall not be considered part of the minimum lot area required in Table 4.04.

Proposal 41: Chapter 18.43 - Signs

Section 18.43.040 – Exemptions

B. No Permit Required. The following signs do not require a permit when sized and placed in conformance with this chapter:

1. Signs erected by government agencies to implement public policy.

2. Replacing only the face of an existing sign shall not be considered as either a new sign or a structural alteration and does not require a permit.

3. On-premise occupant name plates on residential dwelling units, provided size of name plates does not exceed three (3) square feet in area.

4. Changing of advertising on a legal changeable copy sign (readerboard).

5. Temporary non-commercial signs less than six (6) square feet in sign surface area on private property and installed less than four (4) feet above ground.

6. Normal maintenance of signs that does not change the appearance or size of the sign.

7. Real Estate Signs in conformance with this chapter (see 18.43.080) do not require a permit or Temporary Sign Agreement.

8. Temporary signs for which a Temporary Sign Agreement has been provided to the City.

9. Any signs required to be posted pursuant to the Olympia Municipal Code or any other local, State, or Federal regulation.

10. Any sign on a vehicle, unless such vehicle sign is prohibited pursuant to OMC 18.43.050.

11. Signs placed by the City in City parks or trails, or the Port of Olympia on port owned parks or trails property, in conformance with its standard practices and policies.

12. Signs painted directly on a building.

Proposal 42: Chapter 18.43 – Sign Code

Section 18.43.130 – Residential Sign Zone

Table 43-8: Permanent Signs for Residential Uses in Residential Sign Zone

Permanent Signs – Residential Uses (Not Including Apartment Complexes)		
Home Occupation Businesses and Short-Term Rentals	Up to two (2) square feet, flush mounted near entrance	One (1) per licensed Home Occupation business or short-term rental only
Home Occupation Business abutting west side of 300 and	Up to five (5) square feet if flush mounted near entrance or up to	One (1) per licensed Home Occupation business only

Table 43-8: Permanent Signs for Residential Uses in Residential Sign Zone

Permanent Signs – Residential Uses (Not Including Apartment Complexes)		
400 blocks of West Bay Drive NW	five (5) square feet per side if freestanding	
Development Identification Signs	Freestanding Sign for Residential Subdivisions, up to 50 square feet (or 25 square feet per side).	One (1) per street frontage which has an entry to the development
Permanent Signs – Non-Residential Uses and Apartment/Multifamily Complexes		
Identification signs for non-residential uses	One (1) freestanding or building mounted sign per driveway access from a street. If freestanding, maximum height is four (4) ft.	• Academic schools – up to 100 sq. ft. maximum; • Other Uses: Up to 24 sq. ft. in size (12 sq. ft. per side if double-sided).
Secondary wall signs for non-residential uses	1 per exterior public entrance to the building	Up to 12 square feet of sign area to identify the primary destination of the entrance (e.g. office, library, gymnasium sanctuary).
Identification Signs for Apartment/Multifamily Complexes	Building mounted sign (flush mounted only) or Freestanding sign. • Multi-family uses - up to 16 sq. ft. maximum; Double sided signs: 1/2 the max.	1 per use. Except multi-family uses ~~in RM-18, RM-24 & RMH~~: 2 signs are permitted where there are entrances off 2 public rights-of- way.
Identification Signs for Individual Uses in Multiple Occupancy Buildings	Building mounted sign to be flush mounted only. • Academic schools – up to 100 sq. ft. maximum; • Multi-family uses - up to 16 sq. ft. maximum; • All other uses - 24 sq. ft. maximum. Double sided signs: 1/2 the max.	
Driveway Entrance/Exit Signs	Freestanding only. 5 square feet total (2.5 square feet per side if double sided)	1 per driveway
Directional	18.43.070	
Public Service	18.43.070	

Proposal 43: Chapter 18.100 – Design Review

Section 18.100.060 – Projects Subject to Design Review

Note: The "background" text of this proposal was updated to reflect changes adopted in Ordinance 7444. The changes shown in red text are still proposed.

A. The following projects are subject to design review:

1. All residential uses in the Infill and Other Residential Design District and all commercial, mixed use, and large multifamily p~~P~~rojects within designated design review districts and corridors, as shown on the Official Design Review Map (See OMC 18.100.080);

2. Commercial projects adjacent to residential zones;

3. Commercial or residential projects for Heritage Register properties or those within an historic district;

4. Projects with a building area greater than 5,000 square feet that require a Conditional Use Permit in a residential zone;

5. Residential projects with 7 units or more;

6. Dwelling units on lots less than 5,000 square feet or on substandard lots;

7. Dwelling units proposed on lots within the area depicted on Figure 4-2a, "Areas Subject to Infill Regulations";

8. Master Planned Developments;

9. Manufactured housing parks;

10. All projects within scenic vistas as identified on the official maps of the City (See OMC 18.100.110); and,

~~12~~11. For the purpose of design review, projects within one of the Downtown Design Sub-Districts will be reviewed for consistency with the criteria in chapter 18.120 OMC only.

B. Exceptions: Evergreen Park PUD; interior work; projects or portions of projects which are not visible from a private or public street; and projects which do not affect the character, use, or development of the surrounding properties, or the architectural character of the structure, such as fences, parking lots with less than twenty (20) spaces or minor repair or renovation of, or minor additions to, existing structures.

Proposal 44: Chapter 18.100 – Commercial Design Criteria High Density Corridor (HDC)

Section 18.100.100 – How to Use Design Criteria

Note: The "background" text of this proposal was updated to reflect changes adopted in Ordinance 7444. The changes shown in red text are still proposed.

C. Design Review Criteria Chapters. Design criteria are separated into chapters, depending on whether the development is commercial or residential, and the location or type of that development, as outlined below.

18.105 Historic Structures and Buildings within the Historic Districts. This Chapter applies to structures listed on the Olympia Heritage Register, Washington Heritage Register, and the National Register of Historic Places, and all structures within a Historic District.

18.110 Basic Commercial Design Criteria. This chapter applies to all commercial projects throughout the City that require design review, in addition to the district-specific requirements found in the following chapters, as applicable. It also applies to projects with a building area greater than 5,000 square feet in gross floor area that require a Conditional Use Permit in a residential zone, to commercial projects adjacent to residential buildings, to commercial or residential projects. The design districts are shown on the Official Design Review Districts and Corridors.

18.120 Downtown Design Criteria. This chapter applies to all commercial, mixed use, and residential projects that require design review that are located in one of the Downtown Design Sub-Districts. Projects will be reviewed for consistency with the criteria in Chapter 18.120 only.

18.130 Commercial Design Criteria - High Density Corridors. This chapter applies to all projects that require design review that are located in the HDC districts and abut a design review corridor (see Design Review map).

18.135 Commercial Design Criteria - Residential Scale District. This chapter applies to all projects that require design review that are located in the Residential Scale ~~District~~Corridor.

18.140 Commercial Design Criteria - Auto Oriented District. This chapter applies to all projects that require design review that are located in the Auto Oriented District.

18.145 Commercial Design Criteria - Freeway Corridor. This chapter applies to all projects that require design review that are located in the Freeway Corridor District.

18.155 Commercial Design Criteria - West Bay Drive District. This chapter applies to all projects that require design review that are located in the West Bay Drive District.

18.170 Residential Design Criteria. Design criteria contained in this chapter (OMC 18.170.030 - 18.170.160) apply to all large multifamily residential buildings (i.e.

those with seven or more dwelling units) not specifically governed by chapter 18.175 OMC, and any development with 20 dwelling units or more on a site throughout the City. Projects of this type and size are reviewed by the Design Review Board.

18.175 Residential Design Criteria - Infill and other residential.

OMC 18.175.020 through OMC 18.175.060 of this chapter apply to all residential dwellings proposed on lots within the area depicted on Figure 4-2a in chapter 18.04 OMC; on lots less than 5000 square feet, or on substandard lots. OMC 18.175.080 and OMC 18.175.090 apply to accessory dwelling units ~~throughout the city~~in the infill regulations design district, including manufactured home accessory dwelling units. OMC 18.175.100 applies to cottage development.

18.180 Residential Design Criteria - Manufactured home parks. This chapter applies only to manufactured home parks.

Proposal 45: Chapter 18.100 – Design Review

Section 18.100.090 – Design Review Process

All projects subject to design review are reviewed either by the Design Review Board (DRB), the Joint Review Committee (JRC), or by staff as noted below. The DRB, JRC, or staff shall provide a recommendation to the review authority. The review authority shall give substantial weight to the recommendation of the DRB or JRC. (A project reviewed by the JRC is not also reviewed by the Heritage Review Committee.) For projects subject to Board level review (DRB or JRC), there is only one public meeting and it is for Concept Design Review at the time of Land Use Review. Detail Design Review will be conducted by staff at the time of building permit review. When land use is not required or is waived, all design review will be conducted by staff unless it is subject to review of the Joint Review Committee.

Proposal 46: Chapter 18.100 – Design Review

Section 18.100.110 – Submission Requirements

D. Time Limitations/Processing. Board level review will be combined with Land Use Review and will meet the timelines of the land use process~~Except in cases where the applicant agrees to an extension of time, the Design Review Board shall have a public meeting on an application for a major project within 30 days after an application is deemed complete~~ pursuant to chapter 18.70 OMC.

Proposal 47: Chapter 18.04 – Residential Districts

Section 18.04.060 – Residential districts' use standards

D. CHILD DAY CARE CENTERS.

1. Permitted Use. Child day care centers are permitted in the districts specified in Tables 4.01 and 5.01 subject to the following conditions:

   a. Child day care centers located in residences shall be separate from the usual living quarters of the family, or located in the portion of the residence used exclusively for children and their caregivers during the hours the center is in operation.

   b. Compliance with state licensing requirements.

   c. Prior to initiating child care services, each child care provider must file a Child Care Registration Form with the Department of Community Planning and Economic Development (forms are provided by the Department). The child care provider must demonstrate compliance with the applicable requirements of the code as listed on the Registration Form. No fee will be required for registration.

2. Accessory Use. A child day care center shall be considered an accessory use if it is sited on the premises of a community service use, such as a private or public school, grange, place of worship, community center, library, or similar adult gathering place and it is associated with that activity. Child care facilities for the exclusive use of employees of a business or public facility shall also be allowed as an accessory use of the business or facility. Prior to initiating operation of a child day care center, the operator must register with the City as specified in Subsection 1.

3. ~~Conditional Use. Child day care centers are allowed as a conditional use in the R-4, R-4-8, R-6-12 and MR-7-13 districts, subject to the requirements contained in Subsection A, and the following standard:~~

~~—~~For child day care facilities within a residence: No structural or decorative alteration is permitted which would alter the residential character of an existing residential structure used as a child day care center.

AA. RMH and UR DISTRICTS COMMERCIAL USE REQUIREMENTS.

1. With the exception of Child Care Centers, c~~C~~ommercial uses in the RMH District (see Table 4.01) shall only be allowed in mixed use buildings and shall not exceed five thousand (5,000) square feet in size.

2. With the exception of Child Care Centers, c~~C~~ommercial uses in the UR District (See Table 4.01) shall only be allowed in mixed use buildings and shall not exceed ten percent (10%) of gross floor area or five thousand (5,000) square feet in size, whichever is smaller.

3. In the UR District, on half block areas facing Union Street, office/commercial or other allowed uses equivalent to one story may be built when part of a housing project.

TABLE 6.01 PERMITTED AND CONDITIONAL USES														
COMMERCIAL DISTRICT	**NR**	**PO/RM**	**GC**	**MS**	**UW**	**UW-H**	**DB**	**AS**	**CSH**	**HDC-1**	**HDC-2**	**HDC-3**	**HDC-4**	**APPLICABLE REGULATIONS**
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
1. EATING & DRINKING ESTABLISHMENTS														
Drinking Establishments			P		P	P	P		C 18.06.060(P)		P	P	P	
Drinking Establishments - Existing		P 18.06.060(GG)				P								
Restaurants, with drive-in or drive-through			P										P	
Restaurants, with drive-in or drive-through, existing			P				P 18.06.060(U)					C	P	
Restaurants, without drive-in or drive-through	P 18.06.060 (U)(3)	C	P	P 18.06.060 (U)(2)	P	P	P 18.06.060 (U)(1)	P	P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
2. INDUSTRIAL USES														
Industry, Heavy														

Industry, Light			C		P/C 18.06. 060(N)									
On-Site Treatment & Storage Facilities for Hazardous Waste					P 18.06. 060(Q)									
Piers, Wharves, Landings					P									
Printing, Industrial			C		P/C 18.06. 060(N)									
Publishing		C	C		P		P		C	C				
Warehousing			P		P/C 18.06. 060(AA)		P							
Welding & Fabrication			C		P/C 18.06. 060(N)		P							
Wholesale Sales		C 18.06. 060 (BB)(3)	P		P/C	18.06. 060(BB)		P		P	18.06. 060 (BB)(2)			
Wholesale Products Incidental to Retail Business			P		P	P						P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
3. OFFICE USES (See also SERVICES, HEALTH)														
Banks		P	P		P/C	P	P/C	P	P	P	P	P	P	

					18.06.060 (D)(2)	18.06.060 (D)(2)	18.06.060 (D)(2)					18.06.060 (D)(1)		
Business Offices		P	P		P	P	P	P	P	P	P	P	P	
Government Offices		P	P		P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
4. RECREATION AND CULTURE														
Art Galleries	P	P	P		P	P	P		P	P	P	P	P	
Auditoriums and Places of Assembly			P		P	P	P					P	P	
Boat Clubs					P	P								
Boating Storage Facilities					P			P						
Commercial Recreation		C	P		P	P	P	P		C	C	P	P	
Health Fitness Centers and Dance Studios	P	P 18.06.060(L)	P	P	P	P	P	P	P	P 18.06.060(L)	P 18.06.060(L)	P	P	
Libraries	C	C	C	C	P	P	P		P	C	P	P	P	18.04.060(V)
Marinas/Boat Launching Facilities					P 18.06.060(CC)	P								
Museums		C	P		P	P	P		P	C	C	P	P	18.04.060(V)
Parks, Neighborhood	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)

Parks & Playgrounds, Other	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)
Theaters (Drive-in)			C											
Theaters (No drive-ins)			P		P	P	P				C	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
5. RESIDENTIAL														
Apartments		P	P	P 18.06.060(T)	P	P	P		P	P	P	P	P	
Apartments above ground floor in mixed use development	P	P	P	P 18.06.060(T)	P	P	P		P	P	P	P	P	
Boarding Houses		P	P	P 18.06.060(T)	P	P	P		P	P	P	P	P	
Cooperative - Housing		P	P			P	P			P	P		P	
Duplexes	P	P	P	P 18.06.060(T)			P		P	P	P		P	
Fraternities, Dormitories		C	P	P 18.06.060(T)	P	P	P		P	C	P	P	P	
Group Homes (6 or less)	P	P	P 18.06.060(K)	P 18.06.060(T)	P	P	P 18.06.060(K)		P	P	P	P 18.06.060(K)	P 18.06.060(K)	18.04.060(K)

Group Homes (7 or more)	C	C	C 18.06. 060(K)	C 18.06. 060(T)	C	C	C 18.06. 060(K)		C	C	C	C 18.06. 060(K)	P 18.06. 060(K)	18.04.060(K)
Mobile or Manufactured Homes Park - Existing		C	C	C 18.06. 060(T)						C			C	18.04.060(P)
Quarters for Night Watch person/ Caretaker					P	P								
Retirement Homes		P	P	P 18.06. 060(T)	P	P	P		P	P	P	P	P	
Single-Family Residences	P	P	P	P 18.06. 060(T)			P		P	P	P	P	P	
~~Single Room Occupancy Units~~Co-Living Housing		P	~~C~~P	P	P	P	P		P	P	P	P	~~C~~P	18.04.080(HH)
Townhouses	P	P	P	P 18.06. 060(T)		P	P		P	P	P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
6. RETAIL SALES														
Apparel and Accessory Stores			P		P	P	P					P	P	
Boat Sales and Rentals			P		P	P	P	P					P	

Building Materials, Garden and Farm Supplies	P		P		P	P	P					P	P	
Commercial Greenhouses, Nurseries, Bulb Farms	C	C 18.04. 060 (G)	C	C					C		P	P		18.04.060(G)
Food Stores	P	P 18.06. 060(H)	P		P	P	P		P	P 18.08. 060(H)	P	P	P	
Furniture, Home Furnishings, and Appliances			P		P	P	P				P	P	P	
Gasoline Dispensing Facilities accessory to a permitted use	P 18.06. 060 (W)(4)		P		P 18.06. 060(W)		P 18.06. 060 (W)(2)	P				P 18.06. 060(W)	P 18.06. 060 (W)	
Gasoline Dispensing Facility accessory to a permitted use - Existing	P 18.06. 060(W)		P		P 18.06. 060(W)		P 18.06. 060(W)				P	P 18.06.0 60(W)	P	
General Merchandise Stores	P	P 18.06. 060(J)	P		P	P	P			P 18.06. 060(J)	P	P	P	
Mobile, Manufactured, and Modular Housing Sales			P											
Motor Vehicle Sales			P				P	P					P	

Motor Vehicle Supply Stores			P		P	P	P	P			P	P	P	
Office Supplies and Equipment		P 18.06. 060(DD)	P		P	P	P		P	P 18.06. 060(DD)	P	P	P	18.06.060(CC)
Pharmacies and Medical Supply Stores	P	P 18.06. 060 (EE)	P	P	P	P	P		P	P 18.06. 060(EE)	P	P	P	18.06.060(DD)
Specialty Stores	P 18.06 .060 (Y)(3)	P 18.06 .060 (Y)(4)	P	C 18.06. 060 (Y)(2)	P	P	P			P 18.06. 060 (Y)(4)	P	P 18.06. 060 (Y)(1)	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
7. SERVICES, HEALTH														
Hospitals				P			P		P					
Nursing, Congregate Care, and Convalescence Homes	C	C	C	P			C		C	C	C	P	P	18.04.060(S)
Offices, Medical		P	P	P	P	P	P	P	P	P	P	P	P	
Veterinary Offices/Clinics			P								P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
8. SERVICES, LODGING														
Bed & Breakfast Houses (1 guest room)	P	P 18.06. 060(E)	P 18.06. 060(E)	P 18.06. 060(E)	P	P	P			P	P	P	P	18.04.060(L)(3)(c)

Bed & Breakfast Houses (2 to 5 guest rooms)	C	P 18.06. 060(E)	P 18.06. 060(E)	P 18.06. 060(E)	P	P	P		C	P	P	P	P	18.04.060(L)(3)(c)
Hotels/Motels			P	C	P		P		P				P	
Lodging Houses		P	P	P	P		P		P	P	P	P	P	
Recreational Vehicle Parks			P										P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
9. SERVICES, PERSONAL														
Adult Day Care Home	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)(3)(b)
Child Day Care Centers	~~C~~P	P	P	P	P	P	P	P	P	P	C	P	P	18.04.060(D)
Crisis Intervention	C	P	C	P			P		C	P	C	C	C	18.04.060(I)
Family Child Care Homes	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Funeral Parlors and Mortuaries		C	P				P			C		P	P	
Laundries and Laundry Pick-up Agencies	p	p	P	P	P	P	P			P	P	P 18.06. 060(O)	P	
Personal Services	P	P	P	P	P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
10. SERVICES, MISCELLANEOUS														

Auto Rental Agencies			P		P	P	P	P			C	P	P	
Equipment Rental Services, Commercial			P		P		P				P	P	P	
Equipment Rental Services,														
Commercial - Existing		P 18.06. 060 (FF)												
Ministorage			P				P							
Printing, Commercial	P	P	P		P	P	P		P	P	P	P	P	
Public Facilities (see also Public Facilities, Essential on next page)	C	C	C	C	P	C	P	P	P	C	C	C	C	18.04.060(V)
Radio/T.V. Studios		P	P		P	P	P		P	P	P	P	P	
Recycling Facilities	p	P	P	P	P		P		P	P	P	P	P	18.06.060(V)
School - Colleges and Business, Vocational or Trade Schools		C	P		P	P	P		P	C	C	C	P	18.06.060(X)
Service and Repair Shops			P				P	P				P	P	
Service Stations/Car Washes			P				P 18.06. 060(W)	P				P 18.06. 060(W)	P 18.06. 060 (W)	

Service Stations/Car Washes - Existing			P		P 18.06.060(W)		P 18.06.060(W)				P	P 18.06.060(W)	P 18.06.060 (W)	
Servicing of Personal Apparel and Equipment	P	P	P		P	P	P			P	P	P	P	
Truck, Trailer, and Recreational Vehicle Rentals			P					P						
Workshops for Disabled People	C	C	C	C	P	C	P		C	C	C	C	C	18.04.060(R)
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
11. PUBLIC FACILITIES, ESSENTIAL														
Airports			C										C	18.06.060(G)
Inpatient Facilities		C	C	C 18.06.060(T)	C		C		C	C	C	P	P	18.06.060(G) 18.04.060(K)
Jails			C		C		C		C				C	18.06.060(G)
Mental Health Facilities			C	C 18.06.060(T)	C		C						C	18.06.060(G) 18.04.060(K)
Other Correctional Facilities		C	C	C 18.06.060(T)	C	C	C		C	C	C	C	C	18.06.060(G)
Other facilities as designated by the Washington State Office of Financial Management,		C	C		C		C			C	C	C	C	18.06.060(G)

except prisons and solid waste handling facilities														
Radio/TV and Other Communication Towers and Antennas	C	C	C	C	C	C	C	C	C	C	C	C	C	18.06.060(G) 18.44.100
Sewage Treatment Facilities	C	C	C	C	P		P		C	C	C	C	C	18.06.060(G) 18.04.060(X)
State Education Facilities		C	C		C		C		C	C	C	C	C	18.06.060(G) 18.06.060(X)
State or Regional Transportation Facilities	C	C	C	C	C	C	C		C	C	C	C	C	18.06.060(G)
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
12. TEMPORARY USES														
Entertainment Events			P		P	P	P						P	
Off Site Contractor Offices	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(DD)
Emergency Housing	P	P	p	P	P			P	P	P	P	P	P	18.04.060(DD)
Fireworks, as determined by Fire Dept.			P		P	P	P				P	P	P	9.48.160

Mobile Sidewalk Vendors		P	P	P	P	P	P			P	P	P	P	
Parking Lot Sales			P		P	P	P	P			P	P	P	
Residences Rented for Social Event (6 or less in 1 year)	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(DD)
Residences Rented for Social Event (7 or more in 1 year)	C	C	C	C	C	C	C		C	C	C	C	C	
Temporary Surface Parking Lot		P	P		P	P	P		P					
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
13. OTHER USES														
Accessory Structures/Uses														
Adult Oriented Businesses			P										P	18.06.060(B)
Agriculture	P	P	P	P					P	P	P	P	P	
Animals	P	P	P	P	P	P	P		P	P	P	P	P	18.06.060(C)
Cemeteries	C	C	C	C					C	C	C		C	
Conference Center			P		P	P	P						P	
Fraternal Organizations		P	P		P	P	P		P/C 18.06.060(I)	P	P	P	P	

Gambling Establishments			C											
Garage/Yard/ Rummage and Other Outdoor Sales	P	P	P	P	P	P	P		P	P	P	P	P	5.24
Home Occupations	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Parking Facility, Commercial		P	P		P	P	P 18.06. 060(S)			P	P	P 18.06. 060(S)	P	18.04.060(V)
Places of Worship	C	C	P	C	P	P	P		C	C	C	P	P	18.04.060(U)
Racing Pigeons	C	C	C	C					C	C	C	C	C	18.04.060(Y)
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
Schools	C	C	P	C	C	C	C		C	C	C	P	P	18.04.060(DD)
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communications Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44

LEGEND			
P = Permitted Use	PO/RM = Professional Office/Residential Multifamily	GC = General Commercial	HDC-1=High Density Corridor-1
MS = Medical Services		UW = Urban Waterfront	HDC-2=High Density Corridor-2
DB = Downtown Business	AS=Auto Services	UW-H = Urban Waterfront-Housing	HDC-3=High Density Corridor-3
C = Conditional Use	NR = Neighborhood Retail	CSH = Commercial Services-High Density	HDC-4=High Density Corridor-4

2026 Proposed Code Amendments
City of Olympia

The City of Olympia is proposing amendments to the Olympia Municipal Code (OMC). This document is a companion to the proposed amendments, intended to provide information about each of the 47 requested amendments and the outcome, if approved. Page numbers provided correspond to the first public draft of the proposal.

For more information, please contact Joyce Phillips at jphillip@ci.olympia.wa.us or 360.570.3722.

#	Page #	Request by:	Purpose	Outcome
1	Page 1	CPED	Treat all residential zoning districts the same regarding parking. Acknowledge there are more than 3 residential zoning districts.	Treat all residential neighborhoods the same way for parking enforcement.
2	Page 2	OFD	Remove definition of bulk storage	Remove definition.
3	Pages 2-3	OFD	Remove an exception related to access roadways	Remove an exception that was causing "gray" areas and instead rely on access standards.
4	Page 3	OFD	Clarify that Section 16.32.053 – Chapter 9 refers to Commercial Type Hoods.	Section title renamed to Commercial Type Hoods. Helps make it easier for people to find code language related to commercial type hoods.
5	Page 3	OFD	Clarify which parts of the International Fire Code are not adopted by Olympia.	Clarify that Appendix A, Appendix C, and Appendix J are not applicable in Olympia.
6	Pages 3-5	OFD	Clarify when fire alarms are required.	Remove a specific requirement that states that manual fire alarm stations shall be located within 5 feet of all required exits on each floor level and from the structure; add language that applies when certain types of automatic fire sprinkler systems are present in some building types (Group R).
7	Pages 6-8	State Required (HB1096)	Add provisions to the subdivision code to allow "lot splitting"	Add provisions to the subdivision code to allow lot splitting as a type of subdivision.

#	Page #	Request by:	Purpose	Outcome
8	Page 8	CPED	Expand the purpose statement of Title 18 to include renewable energy systems and the reduction of greenhouse gas emissions.	Add provisions to the purpose statement of Title 18 regarding renewable energy systems and the reduction of greenhouse gas emissions.
9	Page 9	CPED	Clarify that "shall" and "must" are requirements within the code; remove the year (1986) in regard to the official dictionary used when considering ordinarily accepted meanings	Clarify that "shall" and "must" are requirements within the code; remove the year (1986) in regard to the official dictionary used when considering ordinarily accepted meanings
10	Pages 9-10	CPED	Clean up language in the code about how to address properties that are divided into more than one zoning district.	The property will be reviewed based on a consolidated site plan that uses one of the two zones for development.
11	Pages 10-11	CPED	Add new definitions	Definitions for adjacent, floor area ratio, solar energy system, solar photovoltaic system, grid-connected solar energy system, roof-mounted solar energy system, Ground-mounted solar energy system as accessory and primary uses, and revisions to property line definitions are provided.
12a	Page 12	CPED	Address "large multifamily" as a permitted use, but one that is different than other housing types given the number of units allowed per lot.	Clarify that large multifamily developments are only allowed in higher density zones. This closes an unintended loophole that may have been construed to allow more than 6 units per lot on larger lots in lower density residential zoning districts.
12b	Page 13	State Required (SB 5509)	Address where child day care centers are allowed.	Allow child day care centers in all residential zoning districts.
13	Page 18	CPED	Remove limitation of the number of people cared for in a Hospice Care Center in two zoning districts.	Remove the limitation of the number of people cared for in a Hospice Care Center. Rely on state license.
14	Pages 18-19	State Required (See RCW 35A.21.440)	Address new state requirements for adding housing units in existing buildings.	Address new state requirements for adding housing units in existing buildings. Affects 18.04 – Residential Districts and 18.06 – Commercial Districts.

#	Page #	Request by:	Purpose	Outcome
15	Page 19	CPED	Address temporary surface parking lot language to add clarity.	Clarify that provisions for temporary surface parking areas are applicable to such lots only when they were previously approved/permitted.
16	Pages 23-24	CPED	Clarify that Hard Surface bonus is available to projects that meet applicability of 18.04.080.k.1.b, not all of 18.04.080.K.1; and that land areas that are submerged for all or part of the year do not count toward the developable land area of the lot.	Clarify that Hard Surface bonus is available to projects that meet applicability of 18.04.080.k.1.b, not all of 18.04.080.K.1; and that land areas that are submerged all or part of the year do not count toward the developable land area of the lot.
17	Pages 25-38	CPED	Clean up the table to increase readability, address new category of "large multifamily", and make changes to match format of the related table in the residential districts chapter.	Clean up the table to increase readability, address new category of "large multifamily", and make changes to match format of the related table in the residential districts chapter. One example: Building coverage is removed and impervious surface and hard surface limits will determine coverage allowed.
18	Page 39, 49-50	State Required (See RCW 36.70A.813 and RCW 36.70A.815)	Address when maximum building height can be exceeded to allow for roof-mounted solar energy panels and when upper story stepbacks and façade modulation cannot be required.	Address when maximum building height can be exceeded to allow for roof-mounted solar energy panels and when upper story stepbacks and façade modulation cannot be required.
19	Pages 50-51	CPED	Provide Hard Surface Coverage allowances currently provided for in residential areas in commercial areas when certain requirements are met.	Provide Hard Surface Coverage allowances currently provided for in residential areas in commercial areas when certain requirements are met.
20	Page 51	CPED	Require the 10 foot maximum front yard setback only along design review corridors or on streets designated as arterials.	Removes the 10 foot maximum setback from lower intensity streets that carry lower traffic volumes. The intention is to have buildings oriented to and close to sidewalks for high traffic streets, but currently the provision applies to all streets.
21	Pages 51-52	Historic Pres.	Update the purpose and intent language.	Update the purpose and intent language to better match the inclusive values of the City.

#	Page #	Request by:	Purpose	Outcome
22	Page 52	Historic Pres.	To update Heritage Commission requirements in code to reflect how the commission operates in order to be uniform with the City's Advisory Body requirements.	Reduce the number of members on the Heritage Commission from 11 to 9 members. This is similar to other advisory committees and may help make it easier to keep the positions filled.
23	Page 52	Historic Pres.	Modify the language about the composition of Commission members in order to reduce the commission's potential for being out of compliance in the case that recruitment is not able to bring in specific subject matter experts.	Reduce the requirement for 4 of the members (down to 2 members) to have specific professional requirements. This may help make it easier to keep the commission positions filled.
24	Page 53	Historic Pres.	Route the reader to the general rules that the heritage commission follows as one of the many advisory bodies of the City to provide more information on terms of appointment.	Add citation to advisory committee code language.
25	Pages 53-54	Historic Pres.	Clarify that the Olympia Heritage Commission must maintain the local Olympia Heritage Register, but does not maintain the State or National register. Alter language to add clarity on process. Remove mentions of references that are no longer applicable..	Add clarifying language about the Heritage Commission powers and duties.
26	Page 54-55	Historic Pres.	Correct code to reflect the City's advisory body procedures that are in practice to be in compliance with City's standards at a larger level.	Add citation to policy on Community-Member Advisory Boards, Commissions and Committees (See OMC 2.100.040).
27	Page 55	Historic Pres.	Amend section name	Amend section name to clarify applicability to the Olympia Heritage Register.
28	Page 55-57	Historic Pres.	Amend section title and add clarification to code language to clarify that the City only maintains our local register, but does not have jurisdiction to maintain or regulate the state or national registers.	Amend language to apply to the Olympia Heritage Register and local historic districts.

#	Page #	Request by:	Purpose	Outcome
29	Page 57	Historic Pres.	Update language to remove reference to obsolete policy.	Remove reference to SEPA Mitigation Policy for Olympia Historic Resources.
30	Pages 57-58	Historic Pres.	Update language	Update language to better align with OMC 18.70, which identifies administration of various permit types, and current terminology.
31	Page 58	Historic Pres.	Update language	Update language to better align with OMC 18.70, current terminology, and current processes.
32	Pages 59-60	CPED	Require that landscaping plans include the location of underground utility lines and equipment; and irrigation plans, if applicable for the project.	Require that landscaping plans include the location of underground utility lines and equipment; and irrigation plans, if applicable for the project.
33	Page 60	CPED	Address parking exemptions in OMC 18.38.	Address parking exemptions in OMC 18.38.
34	Pages 61-62	State Required (See RCW 36.70A.622)	Address certain parking provisions.	Add residential parking provisions as required by Washington State.
35	Page 62	CPED	Address commercial parking provisions in the Downtown Parking Exemption Area.	All structures and uses shall be exempt from the vehicle parking standards but new buildings over 3,000 sq. ft. of gross leasable area shall provide bicycle parking.
36	Page 62	CPED	Clarify that if bicycle or vehicle parking is provided, even if it is not required, that it shall meet standards.	Clarify that if bicycle or vehicle parking is provided, even if it is not required, that it shall meet standards.
37	Pages 63-68	CPED	Address fence and hedge standards to point out additional provisions that apply to some properties.	Add that for properties located in the Downtown Design Review District to see OMC 18.120.370. For other properties that may have a Master Plan approval, such as Briggs Village, to see adopted regulations.
38a	Page 69	CPED	Clarify that some mechanical equipment is allowed in side yard setbacks.	Clarify that mechanical equipment is allowed in side yard areas and may exceed 30 inches in height.

#	Page #	Request by:	Purpose	Outcome
38b	Page 70	State Required (See RCW 35A.21.440, RCW 35.21.990, HB 1042, & HB 1757)	Add provisions for the retrofit of existing buildings when changing to add new housing units.	Clarify when certain energy efficiency measures are allowed to extend into setback areas when existing buildings are being converted into residential units.
39	Pages 70-71	CPED	Add clarifying language to noise standards regarding construction activity.	Add clarifying language to noise standards regarding construction activity.
40	Pages 71-72	CPED	Identify the City's preference for each lot to have at least some street frontage, such as by creating a "flag lot".	Identify the City's preference for each lot to have at least some street frontage.
41	Pages 72-73	CPED	Clarify that signs painted on the side of a building do not require a building permit.	Clarify that signs painted on the side of a building do not require a building permit.
42	Pages 73-74	CPED	Allow multifamily complexes to have two signs.	Allow up to 2 signs when there is frontage on 2 public rights of way.
43	Page 75	CPED	Clarify that design review applies to "large multifamily" projects and to all residential projects in the Infill Design Review District. Clarify that design review is not required for projects that are not visible from a street.	Clarify that design review applies to "large multifamily" projects and to all residential projects in the Infill Design Review District. Clarify that design review is not required for projects that are not visible from a street.
44	Pages 76-77	CPED	Provide language clarifying when design review standards apply to development proposals.	Provide language clarifying when design review standards apply to development proposals.
45	Page 77	CPED	Clarify that when land use review is not required or is waived, all design review will be conducted by staff unless it is subject to review of the Joint Review Committee.	Clarify that when land use review is not required or is waived, all design review will be conducted by staff, unless it is subject to review of the Joint Review Committee.
46	Page 77	CPED	Clarify that when Board Level design review is required, the administration of the project will be processed in accordance with the timelines associated with the land use permit per OMC 18.70 (Administration).	Clarify that when Board Level design review is required, the administration of the project will be processed in accordance with the timelines associated with the land use permit per OMC 18.70 (Administration).

#	Page #	Request by:	Purpose	Outcome
47	Pages 77-91	State Required (See RCW 35A.21.440)	Allow child day care centers in all zoning districts except industrial zones.	Allow child day care centers in all zoning districts except industrial zones.

Olympia Planning Commission

April 6, 2026

Olympia City Council
PO Box 1967 Olympia
WA 98507-1967

SUBJECT: 2026 Code Amendments

Dear Mayor Payne and Councilmembers:

The Planning Commission recommends approval of the 2026 Code Amendments. The Commission had a briefing on the proposal on March 2, 2026. A public hearing was conducted on April 6, 2026, so the Commission could consider input from the public on the proposal as we completed deliberations.

The Commission voted to recommend approval of the Code Amendments. The commission would like to highlight the following suggestion for future consideration:

- Proposal #14F: During deliberations we discussed striking the "except ground floor commercial or retail that is along a pedestrian street". Removing this restriction would allow for more housing, while vacancies suggest that the city has sufficient commercial space. However, we concluded that removing the clause would require further study as it interacts with other goals (e.g. ground floor interaction on pedestrian streets). **We recommend that the clause be revisited this year during implementation of SB 6026 and other upcoming state requirements that also constrain the requirements of ground floor commercial and be informed by the recent vacancy study.**

Thank you for the opportunity to provide input for your consideration.

Sincerely,

Gregory R. Quetin

Greg Quetin
Chair

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

City Council

Approval of an Ordinance to Adopt Code Amendments Related to Title 17 - Subdivisions

Agenda Date: 6/16/2026
Agenda Item Number: 4.O
File Number:26-0431

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

Title
Approval of an Ordinance to Adopt Code Amendments Related to Title 17 - Subdivisions

Recommended Action
Committee Recommendation:
The Land Use and Environment Committee recommend approval of an ordinance adopting Code Amendments related to Title 17 - Subdivisions.

City Manager Recommendation:
Move to approve, on first reading and forward to second reading, an ordinance to adopt Code Amendments related to Title 17 - Subdivisions.

Report
Issue:
Whether to approve, on first reading and forward to second reading, an ordinance to adopt Code Amendments related to Title 17 - Subdivisions.

Staff Contact:
Casey Schaufler, Associate Planner, Community Planning and Economic Development, 360.753.8254

Presenter(s):
None - Consent Calendar Item.

Background and Analysis:
Staff regularly proposes amendments to the Olympia Municipal Code (OMC) to make updates, corrections, and clarifications, including amendments necessary to comply with new state requirements. During the multi-year Comprehensive Plan update process, staff identified several areas of the code that warranted future amendment but deferred work on those items until completion of the Comprehensive Plan update.

During that same timeframe, the Washington State Legislature adopted new laws requiring local code amendments. Due to statutory timelines included in some of the legislation, several of the required amendments are highly specific and must be adopted within six months of the Comprehensive Plan

update. As a result, some of the proposed code amendments must be completed by the end of June of this year.

This set of proposed amendments affects several different Titles within the OMC. The amendments originate from a variety of sources and operational needs. Some were requested by the Olympia Fire Department and relate to Title 16 (Buildings and Construction). Others were proposed by the City's Historic Preservation Planner and development review planners within the Community Planning and Development Department, affecting Title 10 (Vehicles and Traffic) and Title 18 (Unified Development Code). Additional amendments are necessary to comply with new state requirements and affect Title 17 (Subdivisions) and Title 18 (Unified Development Code).

Because several years passed without a comprehensive package of code amendments, and due to the need to address both accumulated updates and new state mandates, the 2026 amendment package is relatively extensive. In total, the package includes more than 40 proposed amendments that would modify four Titles in the OMC.

To improve organization and readability, staff arranged the amendments generally in the order in which they appear in the OMC. Each proposal is identified by number and includes the relevant code citation and topic area. Amendments are grouped by Title, and within each Title, proposals are organized by chapter and section order. To reduce the overall length of the document, only the specific subsections proposed for amendment are included.

To assist members of the public in understanding the purpose of each proposal and identifying which amendments are required by state law, staff also prepared a companion review document.

Planning Commission
The Planning Commission received a briefing on the proposed amendments in March and held a public hearing in April. No written comments were submitted, and no members of the public provided testimony during the hearing.

Following deliberation, the Planning Commission recommended approval of the amendments as proposed. During discussion, the Commission considered issues related to ground-floor retail requirements and the limitations those requirements may create for housing development in certain areas of Downtown Olympia. This language was not specifically proposed for amendment, but Commissioners are aware of it, the City's vacancy study work, and upcoming requirements for allowing ground-floor residential units in most of the City.

Ultimately, the Commission recommended revisiting the issue later this year as part of the implementation of SB 6026 and other forthcoming state requirements that may further limit local ground-floor commercial requirements. The Commission also recommended that future discussion be informed by the findings of the recent commercial vacancy study.

Land Use and Environment Committee
The Committee considered the proposed amendments at its meeting in May. The Committee recommends approval of the code amendments as proposed and understands the issues raised by the Planning Commission. Planning Commission Chair, Greg Quetin, was present to summarize the Commission's deliberations and answer questions.

Climate Analysis:
These proposed amendments are relatively minor or additions to the code to address new state requirements. Staff do not believe these amendments will have a significant impact on climate related issues, either positively or negatively. Some of the amendments to implement new requirements do support urban land uses and the retrofitting of existing buildings being converted to residential uses that meet newer, more stringent, energy code requirements. These measures will provide some support for our community's efforts to reduce emission of greenhouse gases.

Equity Analysis:
These amendments are likely to only have a minimal effect on equity issues. Some of the amendments will provide support for the conversion of existing structures into residential uses. This could provide greater housing supply, which may help slow, or potentially reduce, the cost of housing for renters. If such projects are taken in areas where other incentives for multifamily housing exist, this could make housing projects more likely to occur.

Neighborhood/Community Interests (if known):
Staff received some questions regarding the proposed amendments when they were first issued in late February. Those questions led to the development of the review companion document and appear to have answered those questions. No additional inquiries were made and no public comments were received.

Financial Impact:
Funding for this work was supported through the department's existing base budget.

Options:
1. Move to approve, on first reading and forward to second reading, an ordinance to adopt Code Amendments related to Title 17 - Subdivisions.
2. Move to approve, on first reading and forward to second reading, an ordinance to adopt Code Amendments related to Title 17 - Subdivisions, with revisions.
3. Do not adopt an ordinance for Code Amendments related to Title 17 - Subdivisions.

Attachments:
Ordinance
Proposed Code Amendments
Companion Review Document
Planning Commission Recommendation Letter

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING TITLE 17, SUBDIVISIONS, OF THE OLYMPIA MUNICIPAL CODE, RELATED TO LOT SPLITTING

WHEREAS, HB 1096, passed by the Legislature in the 2025 Legislative session, created new law requiring cities to allow for lot splits of residential lots, under certain specified conditions; passage of this legislation necessitates an update to Olympia's municipal code to allow for such lot splits where consistent with the newly enacted state law;

WHEREAS, on February 23, 2026, the City of Olympia Community Planning and Economic Development Department proposed multiple minor amendments to various chapters in the Olympia Municipal Code, including Title 17, Subdivisions, of the Olympia Municipal Code (OMC) (the Proposed Amendments); and

WHEREAS, Notice of Application for the Proposed Amendments was routed to all Recognized Neighborhood Associations within the City of Olympia and to the Council of Neighborhoods Association on February 23, 2026; and

WHEREAS, on February 23, 2026, the Proposed Amendments were sent to the Washington State Department of Commerce Growth Management Services with the Notice of Intent to Adopt Development Regulation amendments as required by RCW 36.70A.106 and no comments were received from state agencies during the comment period; and

WHEREAS, on March 2, 2026, the Olympia Planning Commission received a briefing on the Proposed Amendments; and

WHEREAS, on March 11, 2026, the City of Olympia issued a Determination of Non-Significance pursuant to the State Environmental Policy Act (SEPA) on the Proposed Amendments; and

WHEREAS, on March 25, 2026, notice of the public hearing for the Proposed Amendments was provided to all Recognized Neighborhood Associations with the City of Olympia pursuant to Chapter 18.70 OMC, Public Notification; and

WHEREAS, on March 25, 2026, notice of the public hearing for the Proposed Amendments was provided to all Parties of Record pursuant to Chapter 18.70 OMC, Public Notification; and

WHEREAS, on March 27, 2006, a legal notice was published in *The Olympian* newspaper regarding the date of the Olympia Planning Commission's public hearing on the Proposed Amendments; and

WHEREAS, on April 6, 2026, the Olympia Planning Commission received a briefing, held a public hearing, and deliberated the Proposed Amendments; and

WHEREAS, there were no written or oral public comments or testimony received on the Proposed Amendments; and

WHEREAS, following the public hearing and deliberations, on April 6, 2026, the Planning Commission provided to the City Council its recommendation to amend Title 17, Subdivisions, of the Olympia Municipal Code (OMC), as proposed; and

WHEREAS, the Proposed Amendments are consistent with the Olympia Comprehensive Plan and other chapters of Title 18 OMC; and

WHEREAS, the Proposed Amendments have been reviewed pursuant to the Rezones and Text Amendments process outlined in Chapter 18.70 OMC; and

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

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

Section 1. Addition of OMC 17.31. A new Chapter is added to Olympia Municipal Code. Chapter 17.31 is hereby added to read as follows:

Chapter 17.31 – Lot Splitting

Chapter Contents

17.31.010 Application Type and Process
17.31.020 Lot Splitting Definitions
17.31.030 Requirements

Section 17.31.010 – Application Type and Process

A. A lot split is a type of short subdivision under OMC 17.32 and is considered a Type II application under OMC 18.70. A lot split application may be reviewed concurrently with the review of a residential building permit to create new middle housing or single-family housing.

B. The application process for a residential lot to be split requires only an administrative decision, through which the application is reviewed, approved, or denied by the Director or Director's designee based on applicable clear and objective development standards, with no public hearings, nor any design review, if applicable, other than administrative design review.

Section 17.31.020 – Lot Splitting Definitions

For the purposes of this section, the following definitions apply unless the context clearly requires otherwise:

A. "Lot split" means the administrative process of dividing an existing lot into two lots for the purpose of sale, lease, or transfer of ownership.

B. "Lot split survey" means the final survey prepared for filing for record with the county auditor and containing all elements and requirements for a lot split under state law and any local regulations.

C. "Newly created lot" means a lot that was created by a lot split under this section.

D. "Parent lot" means a lot that is subjected to a lot split under this section.

Section 17.31.030 – Requirements

A. A new buildable residential lot and residential building permit or permits must be administratively approved and are not subject to administrative appeal if they comply with applicable development standards and the following conditions are met:

1. No more than one newly created lot is created through the administrative lot split;

2. Both the parent lot and the newly created lot meet the minimum lot size allowed under Title 18 OMC;

3. The parent lot was not created through the splitting of a residential lot authorized by this section;

4. The parent lot is located in a residential zone and not in an exclusively nonresidential zone including zones that are exclusively commercial, retail, agricultural, or industrial;

5. If the lot split would require demolition or alteration of any existing housing that would displace a renter, the applicant must recommend a displacement mitigation strategy that may include relocation assistance;

6. The City or other applicable sewer and water purveyors have issued certificates of availability to serve the newly created lot and dwelling units;

7. Access and utility rights are granted or conveyed as necessary on or before recording of the lot split survey to provide access for the maximum number of dwelling units that could be developed on the newly created lot, provided such access rights may be reduced consistent with the City's adopted codes, regulations, or design standards as applicable through review of a subsequent application for a building permit, short subdivision, unit lot subdivision, subdivision application, or short subdivision if less than the maximum number of dwelling units are built on the newly created lot;

8. The Director determines that the application follows all applicable development regulations; and

9. The lot split survey has been approved by the Director or designee and includes a condition on the face of the survey that further lot splits of the parent lot and newly created lot are not authorized by this section.

B. A proposed lot split may be conditioned upon dedication of right-of-way on the parent lot to the extent such dedication is required under applicable codes, regulations, and design standards for the development, short plat, or subdivision of the parent lot absent an administrative lot split.

C. Development of dwelling units on the newly created lot may be conditioned upon construction of frontage improvements to a right-of-way adjacent to either the parent lot or the newly created lot to the extent required under applicable codes, regulations, and design standards.

D. Any construction on the newly created lot is subject to all existing state and local laws and regulations, including those specified in this section. Nothing in this section modifies the requirements for approval of residential building permits in chapter **19.27** RCW.

E. The City may not impose a limit on the total number of dwelling units allowed on the parent lot or newly created lot that is less than the number of dwelling units allowed by the underlying zoning of the parent lot prior to the administrative lot split.

F. Notwithstanding the provisions of this section, lots that are not buildable according to the City's development regulations including critical areas, shorelines, stormwater, setbacks, impervious surface areas, and building coverage standards, are not eligible for a lot split under this section.

G. If a lot split results in a lot of a size that would allow for further land division, the lot is not eligible for a lot split, but may be divided under other applicable land subdivision processes.

H. The newly created lot must meet any City minimum density requirements.

I. The City is immune from any liability, loss, or other damage suffered by another that is related to the City's approval of a lot split under RCW 58.17 and this section, including if the lot split creates a lot that is later determined to not be buildable.

J. Parent lots and newly created lots approved under this section must have a lot split survey recorded with the Thurston County auditor with a notation that future lot splits are not allowed on the lot.

K. An application process or a residential lot to be split under this section is subject to the maximum time period for actions as set forth in OMC 18.70, unless extended pursuant to project-specific mutual agreement as permitted by RCW 36.70B.080.

Section 2. Olympia Municipal Code. Copies of the Olympia Municipal Code are and must be retained on file with the office of the City Clerk.

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

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

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

Section 6. Effective Date. This Ordinance takes effect five days after publication, as provided by law.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
_____
SENIOR DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

City of Olympia
Proposed Code Amendments for 2026

March 2026

The City of Olympia is proposing amendments to the Olympia Municipal Code (OMC). These amendments are relatively minor in scope and are proposed to help clean up the code or add clarification. The proposal includes changes to Title 10 - Vehicles and Traffic; Title 16 – Buildings and Construction; Title 17 - Subdivisions; and Title 18 - Unified Development Code.

Each Title has Chapters, each Chapter has sections, and most sections have subsections. Headers have been used to help identify which Title and Chapter is proposed for revision. Each proposal is separately numbered and identified. Proposed amendments are shown at the subsection level of each section of the chapter.

The existing code can be viewed online at: https://www.codepublishing.com/WA/Olympia/?OlympiaNT.html. Click on the + sign to open up Titles, Chapters, and Sections.

Existing and unchanged code language is shown in regular text (with hyperlinks in the existing code usually shown in blue underlined text). Proposed new text is shown as red and underlined text. Text that is proposed to be deleted is shown in ~~red and strikethrough text~~.

TITLE 10 – VEHICLES AND TRAFFIC

Proposal 1: Chapter 10.18 – Truck & Trailer Parking in Residential Areas

Section 10.18.010 - Definitions

For purposes of this chapter, the following terms shall be defined as follows, unless a different meaning is expressly provided:

A. "Commercial vehicle" includes any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals or passengers for hire.

B. "Residential area" means those areas of the city zoned ~~R1, R2, or RMH~~ primarily for residential uses pursuant to Title 18 of this code.

C. "Trailer" includes every vehicle without motor power designed for being drawn by or used in conjunction with a motor vehicle, constructed so that no appreciable part of its weight rests upon or is carried by such motor vehicle; provided that the term shall not include recreational vehicles such as travel trailers.

D. "Truck" includes any motor vehicle designed primarily for the transportation of property.

TITLE 16 – BUILDINGS AND CONSTRUCTION

Proposal 2: Chapter 16.32 – Fire Code

Section 16.32.020 – Definitions

For the purposes of this chapter:

A. Corporation Counsel. Whenever "corporation counsel" is used in the International Fire Code, it means the city attorney of the city of Olympia.

B. Jurisdiction. Whenever "jurisdiction" is used in the International Fire Code, it means the city of Olympia.

~~C. For the purpose of this chapter, whenever the term "bulk storage" is used in the International Fire Code, it means a single or multiple container exceeding 124 gallons (472.3L) water capacity.~~

Proposal 3: Chapter 16.32 – Fire Code

Section 16.32.050 – Access roadways for fire apparatus
Subsection A

A. Every building hereafter constructed shall be accessible to fire department apparatus by way of access roadways constructed to the standards contained in the Development Guidelines and Public Works Standards adopted by reference in this code, and capable of supporting the imposed loads of fire apparatus and having a minimum of 13' 6" of vertical clearance. All required roadways in excess of 150' that dead end shall have a turnaround area with a minimum inside radius of 30' with a minimum of 20' unobstructed roadway measured from any point on the perimeter. In addition, all required access roadway grades shall conform to the following:

1. Positive transition grades shall be no greater than ten percent in 20' measured at any point. Steeper grades in 20' behind the sidewalk may be allowed if profiles are submitted to the engineering and fire departments for approval, including a design grade that will allow clearance for fire apparatus.

2. Negative transition grades shall be no greater than eight percent for a distance of 12'. Steeper grades in 12' behind the sidewalk may be allowed if profiles are submitted to the engineering and fire departments for approval, indicating a clearance for fire apparatus.

3. Roadway and driveway surfaces shall be all weather (one layer of asphalt over approved base per City of Olympia Engineering Design Standards) prior to the commencement of vertical combustible construction.

~~Exception: When there are not more than two group R, Division 3 or M occupancies, as defined in the building code, the requirement of this section may be modified when, in the opinion of the chief, firefighting or rescue operations would not be impaired.~~

Proposal 4: Chapter 16.32 – Fire Code

Section 16.32.053 – Chapter 9, ~~Section 904 Amended~~Commercial Type Hoods

Proposal 5: Chapter 16.32 – Fire Code

Section 16.32.090 – Deletions

The following sections of the current adopted International Fire Code shall not be considered part of the Olympia fire code: ~~are deleted from the International Fire Code, 2016 Edition, and shall not be considered part of the Olympia fire code:~~ Appendix A; Appendix C; ~~Appendix D907.3;~~ Appendix J.

Proposal 6: Chapter 16.44 – Alarm Code

Section 16.44.060 (B) – General Regulations

B. Plans. All digital fire alarm system plans shall be submitted to the city for review and shall be approved prior to a permit being issued. Digital plans showing the location of all alarm equipment and detailed specifications on each type of device in the system shall be included and consist of the following:

1. Floor layout showing all rooms and spaces including accurate measurements.

2. Identification of each room or space, i.e., office, lobby, attic, etc.

3. Details of ceiling height and construction type.

4. Location of each system component using the appropriate symbol.

5. Explanatory notes and legend to lend clarity to the plan and identify the manufacturer and model number of each alarm component used.

6. A wiring schematic clarifying type and size of wiring, which must comply with NFPA 70, and a point to point wiring diagram.

7. A copy of the technical specifications, to include battery calculations, for each component used in the makeup of the automatic fire alarm system. If the components are not all from the same manufacturer, UL cross listing compatibility cards are required.

8. Battery and voltage drop calculations.

9. Plans shall be submitted to the City of Olympia for review and approval prior to commencement of work.

10. Submit digital plans and component specifications. Plans must show locations and type of each device in the system. Said plans shall include accurate measurements.
11. A plan check fee calculated under OMC Section 4.36.010 shall be paid to the City of Olympia at time of submittal of plans.

12. When a system is installed with automatic detection, such detection shall be provided in all rooms and areas including concealed spaces and attics. Attic spaces, above ceiling spaces, and outside storage units on apartment buildings shall have fixed temperature detection. Automatic detection shall include the attic space of NFPA 13R sprinkled structures. Exception: Buildings protected by an approved NFPA 13 fire sprinkler system, automatic detection is not required in attic space.

13. All components shall be low voltage direct current and compatible with the remainder of the system.

14. All components and wiring shall be supervised for defective devices, grounds, or breaks including annunciator, Emergency Responder Radio Coverage systems and Smoke Control systems if provided.

15. All components shall be listed by a national testing agency for the use intended.

16. All systems shall be provided with battery backup and battery charger.

17. All systems shall have a monitoring, maintenance, and testing contract, to become effective on the date of final acceptance. No final approvals will be scheduled until such contracts are received by the Olympia Fire Department.

18. All systems shall have the fire alarm control panel be readily visible for arriving personnel or be provided with a remote annunciator. Such equipment shall be located so as to be protected from exposure to the elements.

19. All systems which are required to be extended to an alarm receiving agency shall transmit system trouble signals of any kind as well as alarms, including but not limited to: phone line supervision, battery trouble and line supervision. They shall transmit fire condition over trouble if the trouble is of such nature that it does not disable the entire system. The alarm receiving agency shall be U.L., F.M., or NFPA listed for commercial fire.

20. All systems shall have local audible trouble and audio/visual alarm signal devices. Audio/visual devices shall be sufficient in number and type to provide a minimum of 60 db in the most remote area. In commercial structures, audibility shall be a minimum of 15 db over the ambient noise level of the area served. When the control

panel is located remote to occupied areas, it shall, in addition to the panel trouble device, be provided with a remote trouble audible device in an area which is normally occupied. This device shall be labeled "Fire Alarm System Trouble."

21. ~~Manual fire alarm stations shall be located within 5 feet of all required exits on each floor level and from the structure.~~ Manual fire alarm stations in sprinklered buildings may be reduced to one in the sprinkler riser room and one in a constantly monitored location.

22. All alarm systems installed in a sprinklered structure shall include a zone for master water flow and shall supervise all sprinkler controlling valves. When a structure is provided with a zoned sprinkler system, the alarm shall be zoned in accordance with the sprinkler coverage zones.

23. All systems shall be inspected and tested thoroughly by the installer who shall submit a record of completion. Failure of a system to meet NFPA72 performance standards and standards found in this Chapter shall be a basis for additional inspection fees after the second final inspection.

24. All systems final acceptance is subject to wiring inspection (by electrical inspector), supervisory tests and proper functioning of all components. No Certificate of Occupancy shall be granted for the structure until satisfactory acceptance tests are accomplished.

25. Apartment buildings and townhomes shall have a single station smoke/carbon monoxide alarm in every unit and strobe centrally located in accessible units. There shall be a low frequency sounder in every sleep room with exception of studio apartment units.

26. ~~Smoke detectors shall be placed in all corridors and rooms which are intervening exit pathways.~~Corridor smoke detection is not required in Group R occupancies protected throughout with an NFPA 13 automatic sprinkler system equipped with quick-response heads. Sprinkler waterflow shall serve as the required initiating device. Smoke detection shall be provided only where required for specific system functions such as elevator recall, fire alarm control equipment rooms, mechanical rooms, and other hazard rooms. The Fire Chief or Fire Code Official is authorized to require corridor smoke detection where unique hazards, building configuration, or operational considerations create a demonstrated need for additional early warning not otherwise provided by the automatic sprinkler system.

27. A smoke detector shall be provided within six feet of fire alarm panel and other fire alarm control equipment which are in unattended locations.

TITLE 17 – SUBDIVISIONS

Proposal 7: Chapter 17.31 – Lot Splitting

Chapter Contents
17.31.010 Application Type and Process
17.31.020 Lot Splitting Definitions
17.31.030 Requirements

Section 17.31.010 – Application Type and Process

A. A lot split is a type of short subdivision under OMC 17.32 and is considered a Type II application under OMC 18.70. A lot split application may be reviewed concurrently with the review of a residential building permit to create new middle housing or single-family housing.

B. The application process for a residential lot to be split requires only an administrative decision, through which the application is reviewed, approved, or denied by the Director or Director's designee based on applicable clear and objective development standards, with no public hearings, nor any design review, if applicable, other than administrative design review.

Section 17.31.020 – Lot Splitting Definitions

For the purposes of this section, the following definitions apply unless the context clearly requires otherwise:

A. "Lot split" means the administrative process of dividing an existing lot into two lots for the purpose of sale, lease, or transfer of ownership.

B. "Lot split survey" means the final survey prepared for filing for record with the county auditor and containing all elements and requirements for a lot split under state law and any local regulations.

C. "Newly created lot" means a lot that was created by a lot split under this section.

D. "Parent lot" means a lot that is subjected to a lot split under this section.

Section 17.31.030 – Requirements

A. A new buildable residential lot and residential building permit or permits must be administratively approved and are not subject to administrative appeal if they comply with applicable development standards and the following conditions are met:

1. No more than one newly created lot is created through the administrative lot split;

2. Both the parent lot and the newly created lot meet the minimum lot size allowed under Title 18 OMC;

3. The parent lot was not created through the splitting of a residential lot authorized by this section;

4. The parent lot is located in a residential zone and not in an exclusively nonresidential zone including, but not limited to, zones that are exclusively commercial, retail, agricultural, or industrial;

5. If the lot split would require demolition or alteration of any existing housing that would displace a renter, the applicant must recommend a displacement mitigation strategy that may include, but is not limited to, relocation assistance;

6. The City or other applicable sewer and water purveyors have issued certificates of availability to serve the newly created lot and dwelling units;

7. Access and utility rights are granted or conveyed as necessary on or before recording of the lot split survey to provide access for the maximum number of dwelling units that could be developed on the newly created lot, provided such access rights may be reduced consistent with a city's adopted codes, regulations, or design standards as applicable through review of a subsequent application for a building permit, short subdivision, unit lot subdivision, subdivision application, or short subdivision if less than the maximum number of dwelling units are built on the newly created lot;

8. The Director determines that the application follows all applicable development regulations; and

9. The lot split survey has been approved by the Director and includes a condition on the face of the survey that further lot splits of the parent lot and newly created lot are not authorized by this section.

B. A proposed lot split may be conditioned upon dedication of right-of-way on the parent lot to the extent such dedication is required under applicable codes, regulations, and design standards for the development, short plat, or subdivision of the parent lot absent an administrative lot split.

C. Development of dwelling units on the newly created lot may be conditioned upon construction of frontage improvements to a right-of-way adjacent to either the parent lot or the newly created lot to the extent required under applicable codes, regulations, and design standards.

D. Any construction on the newly created lot is subject to all existing state and local laws including those specified in this section. Nothing in this section modifies the requirements for approval of residential building permits in chapter **19.27** RCW.

E. The City of Olympia may not impose a limit on the total number of dwelling units allowed on the parent lot or newly created lot that is less than the number of dwelling units allowed by the underlying zoning of the parent lot prior to the administrative lot split.

F. Notwithstanding the provisions of this section, lots that are not buildable according to locally adopted development regulations including, but not limited to, critical areas, shorelines, stormwater, setbacks, impervious surface areas, and building coverage standards, are not eligible for a lot split under this section.

G. If a lot split results in a lot of a size that would allow for further land division, the lot is not eligible for a lot split but may be divided under other applicable land subdivision processes.

H. The newly created lot must meet any locally adopted minimum density requirements.

I. The City of Olympia is immune from any liability, loss, or other damage suffered by another that is related to the city's approval of a lot split under RCW 58.17, including if the lot split creates a lot that is later determined to not be buildable.

J. Parent lots and newly created lots approved under this section must have a lot split survey recorded with the county auditor with a notation that future lot splits are not allowed on the lot.

K. An application process or a residential lot to be split under this section is subject to the maximum time period for actions as set forth in OMC 18.70, unless extended pursuant to project-specific mutual agreement as permitted by RCW 36.70B.080.

TITLE 18 – UNIFIED DEVELOPMENT CODE

Proposal 8: Chapter 18.02 – Basic Provisions

Section 18.02.040 – Purpose

It is the purpose of this Development Code to promote the health, safety and general welfare by guiding the development of the city consistent with the comprehensive plan which is, in part, carried out by the provisions of this title. It is further intended to provide regulations and standards which will reduce greenhouse gas emissions, promote renewable energy systems, lessen congestion on the streets, encourage high standards of development, prevent the overcrowding of land, provide adequate light and air, avoid excessive concentration of population and facilitate adequate provisions for transportation, utilities, schools, parks and other public needs.

Proposal 9: Chapter 18.02 – Basic Provisions

Section 18.02.170- Interpretation of terms

C. For the purposes of this title, unless it is plainly evident from the context that a different meaning is intended, certain words and terms are herein defined as follows:

1. The word "shall" or "must" is always mandatory, while the word "should" is not mandatory, and "may" is permissive.

2. Words in the present tense include the future, the singular includes the plural and the plural includes the singular.

3. The word "and" indicates that all connected items or provisions apply.

4. The word "or" indicates that the connected items or provisions may apply singularly or in any combination.

5. The term "either/or" indicates that the connected items or provisions shall apply singularly but not in combination.

6. Where terms are not specifically defined, they shall have their ordinary accepted meanings within the context with which they are used. Webster's Third New International Dictionary of the English Language, Unabridged, ~~Copyright 1986,~~ shall be considered in determining ordinarily accepted meanings.

Proposal 10: Chapter 18.02 – Basic Provisions

Section 18.02.160 – Establishment of Zoning Districts

C. Use District Boundaries.

1. Land use district boundaries, unless otherwise indicated by natural land forms, are intended to follow lot lines or the centerline of streets and alleys as shown on the zoning map. Where the lot line location or street layout on the ground varies from that shown on the zoning map the designations shown on the map shall be applied to carry out the intent and purpose of this title.

2. Land use district boundary lines shall extend parallel from their landward location to a point of intersection at the center of all bodies of water. Bodies of water include the Puget Sound and all rivers, streams, and lakes.

3. If the use district boundary line clearly divides a parcel of land having a single ownership of record ~~at the time this title became effective~~, all such property shall apply all regulations from one of the applicable zones affecting the site. ~~take the least restrictive classification within its general land use classification (residential, commercial, industrial), provided t~~The property ~~is~~ must be developed with a consolidated site plan unless all proposed development is clearly and wholly located on the portion of the lot in

one and only one zoning district. ~~as one unit, and provided that a nonresidential use shall be permitted to extend into a residential use district only if that portion of the property lying within such district has an area less than 4,500 square feet or is of such shape that it cannot be occupied by a residence.~~

4. Except, if the use district boundary line divides a parcel zoned High Density Corridor-4 (HDC-4) which is located between Phoenix Street and Lilly Road, if the parcel of land is under a single ownership of record at the time this title became effective, and if the parcel is deeper than 400 feet as measured from Martin Way or Pacific Avenue, then that portion of the property beyond 400 feet shall have the use and development standards of the General Commercial (GC) zoning district.

Proposal 11: Chapter 18.02 – Basic Provisions

Section 18.02.180- Definitions

Note: Only proposed or revised definitions are included below.

Adjacent. Next to or adjoining something else. Adjacent properties may not share a common boundary if divided by a road or other natural feature. See abutting.

Current Definition of Floor Area Ratio (FAR). The ratio of floor area permitted on a zoning lot to the size of the lot. 1:1 means a one story building can cover the entire buildable area of the lot, except in the Urban Waterfront Housing District, 1 FAR of commercial is allowed, while the remainder of the building (up to the allowed zoning height) must be residential.

State Definition of Floor Area Ratio (FAR). "Floor area ratio" means a measure of development intensity equal to building square footage divided by the developable property square footage. Developable property excludes public facilities and portions of lots with critical areas and critical area buffers as designated in RCW 36.70A.060, except for critical aquifer recharge areas where a single-family detached house is an allowed use provided that any requirements to maintain aquifer recharge are met.

Solar energy system: A device, array of devices, or structural design feature, the purpose of which is to provide for generation or storage of electricity from sunlight, or the collection, storage, and distribution of solar energy for space heating or cooling, daylight for interior lighting, or water heating.

Solar photovoltaic system: A solar energy system that converts solar energy directly into electricity, the primary components of which are solar panels, mounting devices, inverters, and wiring.

Grid-connected solar energy system: A solar photovoltaic system that is connected to an electric circuit served by an electric utility company.

Roof-mounted solar energy system: A solar photovoltaic system mounted on a rack that is ballasted on, or is attached to, the roof of a building or structure. Roof-mount systems are accessory to the primary use.

Ground-mounted solar energy system (Accessory Use): A solar photovoltaic system mounted on a rack or pole that is ballasted on, or is attached to, the ground and the system is accessory to the primary use.

Ground-mounted solar energy system (Primary Use): A solar photovoltaic system mounted on a rack or pole that is ballasted on, or is attached to, the ground and is the primary land use for the parcel(s) on which it is located. Primary use systems are permitted through a discretionary approval process.

Community-scale solar energy system: A solar photovoltaic system that qualifies for the Washington Community Solar Incentives under RCW 82.16.170.

Property Line. Any line bounding the ownership of a parcel of land.

a. Front property line. Any property line separating any parcel of land from the street rights-of- way. In case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line, provided such choice, in the opinion of the ~~Building Official~~Director, will not be detrimental to the existing or future development of adjacent properties. In case of a through lot, both property lines abutting on a street are front property lines. In the case of a lot not abutting a street, the front property line is that line nearest to and roughly parallel with a street, provided that the ~~Building Official~~Director may approve an alternative front line if it will not be detrimental to existing and future development. However, for historic properties or in historic districts, for properties with more than one street frontage the front property line is the one the front door of the house is historically oriented toward, unless otherwise approved by the Director.

b. Rear property line. Any property line that does not qualify as a front or side property line.

c. Side property line. Any property lines that intersect the front property line. These lines may intersect at any angle and be of any length. (See also Yards.)

Proposal 12: Chapter 18.04 – Residential Districts

Section 18.04.040 – TABLES: Permitted and Conditional Uses

TABLE 4.01
Permitted and Conditional Uses

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
District-Wide Regulations							18.04.060 (N,Q)	18.04.060 (N,Q)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N,BB)		18.04.060 (N)	18.04
RESIDENTIAL/HOUSING (Conventional Housing Types) Includes single-family, accessory dwelling units, middle housing, large multifamily, permanent supportive housing, and transitional housing															
Conventional Dwelling Types as defined in OMC 18.02.180 unless listed separately below.	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Table 4.04. 18.04.060; 18.04.080. See 18.04.080 (A) for provisions allowing up to 6 units per lot in some cases.
Large Multifamily dwelling (7 units or more)							P	P	P	P	P	P	P	P	
Manufactured or Mobile Home Parks								C	C	C			P		18.04.060(P)
RESIDENTIAL/HOUSING (Transient Housing Types) Note: Hotels and Motels are allowed in Commercial Zones, see OMC 18.06 for details.															
Bed and Breakfast (as a Home Occupation)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Short Term Rentals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L) 18.04.060(JJ)
Dorms / Collegiate Greek System Residences	P			P				P	P	P					
RESIDENTIAL/HOUSING (Assisted Living Dwellings)															
Adult Family Home/ Elder Care Home	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Group Homes with 6 or Fewer (or up to 8 with DSHS approval) Clients and Confidential Shelters	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(K)
Group Homes with 7 or More Clients	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(K)
Nursing/ Convalescent Homes	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(S)
COMMERCIAL															
Child Day Care Centers	P	~~C~~P	~~C~~P	~~C~~P	~~C~~P	~~C~~P	~~C~~P	P	P	P	P	P	~~C~~P	P	18.04.060(D) 18.04.060(AA)
Commercial Printing												P			
Drive-In and Drive-Through Businesses -- Existing												P			18.04.060(J)
Food Stores											P	P		P	18.04.060(AA)
Hardware Stores												P			
Home Occupations (including Adult Day	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Care, Elder Care Homes, Family Child Care Homes, Short-Term Rentals – Homestays, and Bed & Breakfast Houses)															
Hospice Care	C			C			C	C	C	C	C	C		C	18.04.060(M)
Laundries											P	P		P	18.04.060(AA)
Nursery (Retail and/or Wholesale Sales)	C	C	C	C	C	C	C	C	C	C			C		18.04.060(G)
Offices												P		P	18.04.060(AA)(2)
Personal Services												P			
Pharmacies												P			
Restaurants, without Drive-In and Drive-Through												P			
Servicing of Personal Apparel and Equipment												P			
Specialty Stores												P			
Veterinary Clinics - Existing	P	P		P	P	P							P		18.04.060(J)
Veterinary Clinics	P														
ACCESSORY USES															
Accessory Structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(B)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Electric Vehicle Infrastructure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(GG)
Garage/Yard/Rummage or Other Outdoor Sales	P	P		P	P	P	P	P	P	P	P	P	P	P	5.24
Large Garages			C		C	C	C	C	C	C	C	C	C	C	18.04.060(B)
Residence Rented for Social Event, 7 times or more in 1 year	C	C		C	C	C	C	C	C	C	C		C	C	
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
RECREATIONAL USES															
Community Parks & Playgrounds	C	C	C	C	C	C	C	C	C	C	P	P	C	P	18.04.060(T)
Country Clubs	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Golf Courses		C	C		C	C	C	C	C	C			C		
Neighborhood Parks	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Open Space - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Racing & Performing Pigeons		C	C	C	C	C				C	C		C	C	18.04.060(Y)
Stables, Commercial and Private Existing		C		C	C										18.04.060(J)
Trails - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
AGRICULTURAL USES															
Agricultural Uses	P	P	P	P	P	P	P	P	P				P		

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Greenhouses, Bulb Farms	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(G)
TEMPORARY USES															
Emergency Housing	P	P	P	P	P	P	P	P	P	P			P		18.04.060(DD)
Emergency Housing Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.50
Model Homes	P	P	P	P	P	P	P	P	P	P	P		P	P	18.04.060(DD)
Residence Rented for Social Event, 6 times or fewer in 1 year	P	P	P	P	P	P	P	P	P	P	P		P	P	18.04.060(DD)
OTHER															
Animals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(C)
Cemeteries		C	C		C	C	C	C	C	C			C		18.04.060(E)
Community Clubhouses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Crisis Intervention	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(I)
Historic House Museum		C	C	C	C	C	C	C	C	C	C	C	C	C	
Parking Lots and Structures				C							P	P			18.38.220 and .240
Places of Worship	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(U)
Public Facilities	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(V)
Public Facilities - Essential	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(W)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Radio, Television and Other Communication Towers	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.44.100
Schools	C			C	C	C	C	C	C	C	C		C	C	18.04.060(CC)
Social Organizations											P	P		C	
Mineral Extraction - Existing					C		C								18.04.060(J)
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communication Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44 & 18.44.090 Table 44.01
Workshops for Disabled People	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(R)

LEGEND			
P = Permitted Use	C = Conditional Use		
R1/5 = Residential-1 Unit Per 5 Acres	R-4 = Residential - 4	R-4CB = Residential - 4 Units per Acre	RLI = Residential Low Impact
R 4-8 = Residential 4-8	R 6-12 = Residential 6-12	MR 7-13 = Mixed Residential 7-13	MR 10-18 = Mixed Residential 10-18
RM 18 = Residential Multifamily - 18	RM 24 = Residential Multifamily - 24	RMH =Residential Multifamily High Rise	RMU = Residential Mixed Use
MHP = Manufactured Housing Park	UR = Urban Residential		

Proposal 13: Chapter 18.04 – Residential Districts

Section 18.04.060(M) – Residential districts' use standards

M. Hospice Care Center

~~1. Size. No more than five (5) patients may be cared for in hospice care centers located in a Mixed Residential 7-13 or Mixed Residential 10-18 district.~~

~~2.~~ The applicant shall submit proof of compliance with applicable state requirements (e.g., a license) as a condition of approval.

Proposal 14: Chapter 18.04 – Residential Districts and Chapter 18.06 – Commercial Districts

Section 18.04.060.KK – New Housing in Existing Buildings
Section 18.06.060.JJ – New Housing in Existing Buildings

New housing units are permitted in existing buildings, subject to the following (see RCW 35A.21.440):

A. There is no restriction on housing unit density that prevents the addition of housing units at a density up to 50 percent more than what is allowed in the underlying zone if constructed entirely within an existing building envelope in a building located within a zone that permits multifamily housing, provided that generally applicable health and safety standards, including but not limited to building code standards and fire and life safety standards, can be met within the building; and

B. There are no new parking requirements on the addition of dwelling units or living units added within an existing building, however, the City may require the retention of existing parking that is required to satisfy existing local residential parking requirements and for any nonresidential uses that remain after the new units are added; and

C. With the exception of emergency housing and transitional housing uses, the City will not impose permitting requirements on the use of an existing building for residential purposes beyond those requirements generally applicable to all residential development within the building's zone, including requiring a change of use permit;

D. The City will not impose design standard requirements, including setbacks, lot coverage, and floor area ratio requirements, on the use of an existing building for residential purposes beyond those requirements generally applicable to all residential development within the building's zone, except as provided in RCW 36.70A.810 and 36.70A.812;

E. The City will not impose exterior design or architectural requirements on the residential use of an existing building beyond those necessary for health and safety of the use of the interior of the building or to preserve character-defining streetscapes, unless the building is a designated landmark or is within a historic district; and

F. The City will not prohibit the addition of housing units in any specific part of a building except ground floor commercial or retail that is along a pedestrian street as defined in Title 18 OMC, unless the addition of the units would violate applicable building codes or health and safety standards;

G. The City will not require unchanged portions of an existing building that have been used for residential or previously permit-approved conditioned space purposes to meet the current energy code solely because of the addition of new dwelling units within the building. When any other existing building is converted to new dwelling units, changed portions of each of those new units must meet the requirements of the current energy code, except if:

(i) The square footage of new dwelling units does not exceed 2,500 square feet or 50 percent of the total building square footage, whichever is greater;

(ii) The building owner submits documentation, in a form acceptable to the code city, showing the building's residential units' projected energy use intensity is less than or equal to the energy use intensity target in accordance with the clean buildings performance standard in RCW 19.27A.210; or

(iii) In all areas zoned for residential housing, an additional housing unit is created within an existing home;

H. The City will not deny a building permit application for the addition of housing units within an existing building due to nonconformity regarding parking, height, setbacks, elevator size for gurney transport, or modulation, unless the code city official with decision-making authority makes written findings that the nonconformity is causing a significant detriment to the surrounding area; or

I. The City will not require a transportation concurrency study under RCW 36.70A.070 or an environmental study under chapter 43.21C RCW based on the addition of residential units within an existing building.

Proposal 15: Chapter 18.06 – Commercial Districts

Section 18.06.060 - Commercial districts' use standards

Z. Temporary Uses.

1. Certain uses, when active for a limited period of time and when properly regulated, can be compatible, or otherwise limited in impact to neighboring properties and the general community. In accord with this intent, no temporary use shall be allowed unless a temporary use permit is approved by the City as prescribed by this section. Each separately proposed activity or use shall require a separate permit and pay the fee required by OMC 4.40.010(A).

2. General Standards. Temporary uses are subject to the following regulations:

a. Temporary uses not listed in the use table of this chapter may be authorized by the applicable approval authority, provided such temporary uses are similar to and no more intensive than other temporary uses permitted in the district in which the subject property is located.

b. The applicable approval authority may apply additional conditions to any temporary use permit in order to:

i. Ensure compliance with this chapter;

ii. Ensure that such use is not detrimental to neighboring properties and the community as a whole; and

iii. Ensure compliance with the Building Code.

c. Within three (3) days after termination of the temporary use permit, such use shall be abated and all structures, signs and evidence of such use removed. The Director may require a financial surety be posted by the applicant upon application to defray the costs of cleanup and repair of the property should the permittee fail to do so. The property owner is responsible for such abatement action and costs should the permittee fail to properly clean and repair the property.

d. Temporary use permits not exercised within thirty (30) days of issuance shall be null and void.

e. Unless otherwise stated in this section temporary use permits are valid from the date of issuance for ninety (90) consecutive days per calendar year.

f. Unless otherwise stated in this section no more than two (2) temporary use permits will be issued for any specific site per calendar year.

g. Nothing in this section shall exempt the applicant from obtaining all necessary applicable permits from all other agencies having jurisdiction.

h. Hours of operation, including the use of generators and lot lighting, excluding security lighting, shall be limited to 7:00 a.m. to 10:00 p.m. unless otherwise specified in writing by the Planning Director or the Director's designee. Security lighting shall be shielded to prevent light spillage onto adjacent properties.

3. Specific Temporary Use Standards. The following temporary uses are permitted in commercial districts and the Evergreen Park PUD, subject to the following regulations:

a. Entertainment Events to include: circuses, carnivals and similar transient amusement enterprises, limited to operation of not more than twice each year,

and not more than ten (10) consecutive days per event per site in any one (1) calendar year.

b. Off-site contractor's Offices (including trailers and mobile homes) and storage yards associated with an active construction project, not to exceed one (1) year in duration.

c. Mobile Vendors.

i. Temporary use permits for mobile vendors are valid for one (1) year from the date of issuance.

ii. Approval from the property owner, or underlying property owner if located in a right-of-way, is required.

iii. Mobile vendors located within the sidewalk right-of-way must comply with the following rules:

(a). Only one mobile sidewalk vendor shall be permitted per block face.

(b). Public sidewalks used by mobile vendors shall have a minimum width of eight (8) feet.

(c). In no instance shall the clear walking area around a sidewalk vendor be less than forty-eight (48) inches. The clear walking area around a sidewalk vendor must be at least six (6) feet if within the downtown "Pedestrian Walking Lane" area delineated in OMC 9.16.180(B), Figure 1.

(d). The maximum length of space occupied by a mobile sidewalk vendor and equipment is eight (8) feet.

(e). Mobile sidewalk vendor stands must be readily movable at all times.

(f). Mobile sidewalk vendors shall locate their stands at the back of the sidewalk away from curb.

(g). All locations shall be approved on a first-come, first-serve basis.

(h). Mobile sidewalk vendors shall sign a Hold Harmless Agreement with the City of Olympia.

d. Parking lot and other outdoor sales of merchandise and/or services unrelated to the primary use of the property must comply with the following:

i. Merchandise displays may only occupy parking stalls which are in excess of city parking requirements.

ii. There shall be no obstruction of emergency exits, Fire Lanes or other Emergency apparatus.

iii. Sales areas shall be maintained in an attractive and trash-free manner.

iv. Sales areas shall not substantially alter the existing circulation pattern of the site.

e. Temporary, commercial wireless communications facilities, for the purposes of providing coverage of a special event such as news coverage or sporting event. Such facilities must comply with all federal and state requirements. Temporary wireless communications facilities may be exempt from the provisions of Chapter 18.44 up to one week after the duration of the special event.

f. Temporary surface parking lots are only permitted on previously approved and developed portions of property, ~~are allowed~~ subject to approval by the Director, and are limited to a one time permit valid for two years. A one year extension may be granted by the Director if a complete Land Use Application has been submitted for review. All applications must provide a complete Site Plan and comply with the following:

i. A twenty by twenty (20'x20') foot paved surface at all approved points of ingress/egress.

ii. A dust-free surface.

iii. An erosion control and stormwater containment plan.

iv. Clear designation of parking spaces and drive aisles consistent with OMC 18.38.220 with striping and/or parking blocks. To prevent obstruction of public rights-of-way wheel blocks must be provided at the perimeter of the site.

v. No new or additional points of access.

vi. Provision for an enforceable compliance and closure agreement.

vii. May not be established on Pedestrian "A" streets per OMC 18.16.080(H).

4. Violations. At any time a temporary use is operated in violation of required conditions of this section or of the permit (Subsection 18.06.060(Z)(2)(b)) or otherwise found to constitute a nuisance, the City may take appropriate enforcement action including the process set forth at OMC 18.73.010.

Proposal 16: 18.04.080

Section 18.04.080 – Residential districts development standards

K. Surface Coverage Limits:

1. Increased Impervious Coverage: Projects may be eligible for up to a 20% increase in impervious (above what is listed in table 4.04) surface coverage provided that the following are met:

    a. Eligibility: The increase must be for one, or more, of the following:

        i. A non-residential use such as a school, park, place of worship, etc. that is permitted within the residential zone.

        ii. Developments that include middle housing units (including ADU's and Townhomes) which exceeds minimum density on the underlying lot.

        iii. Land divisions that achieve the maximum allowed density within the zone in which they are located.

        iv. Ineligible projects include:

            1. A stand-alone single family unit on a lot.

            2. Projects in the Residential Low Impact Zone.

    b. An engineered drainage design must be submitted that includes the following:

        i. The area in exceedance of Table 4.04 must meet the Drainage Design and Erosion Control Manual (DDECM) core requirement #5 (or as amended) for onsite stormwater treatment, and core requirement #7 for flow control, regardless of minimum area thresholds. Plans must address the following:

            1. Projects that would otherwise be exempt from DDCEM requirements for flow control must demonstrate compliance, regardless of the exemption, in order to obtain the bonus.

            2. Flood control systems to be included might include pervious pavement, pervious geogrid, bioretention, infiltration, green roofs, or micro-detention systems. If compliance cannot be provided, the bonus will be denied.

            3. Permeable pavement and geogrid on Type D soils are ineligible.

        ii. Maintenance agreements will be required prior to permit issuance for said, flood control system.

2. Hard Surface Coverage Bonus: The coverage identified in table 4.04 indicates the allowed maximum increase in hard surfaces. To gain approval for these increases all of the following must be met:

   a. All criteria outlined in OMC 18.04.080.k.1.b are applicable.

   b. ~~In addition to the ineligible projects in K.1.a.IV, p~~Projects on type D soils are ~~also~~ ineligible.

   c. The total hard surface coverage cannot exceed the site area minus the minimum open space requirement.

3. Existing Surfaces: An existing lot, which was legally built under regulations applicable at the time of its building, but which exceeds current impervious or hard surface coverage limits, may be replaced within the existing lot footprint, but cannot be expanded in a way that would increase the nonconformity. Replacement of such surfaces must comply with the Drainage Design and Erosion Control Manual, including, providing stormwater control measures.

4. Calculation Exclusions: The following are excluded from the impervious and hard surface coverage limit calculations. Note: these exclusions do not apply to calculations or requirements related to the Drainage Design and Erosion Control Manual.

   a) Ingress/egress easements serving a neighboring property;

   b) Areas excluded from the minimum lot area calculations (OMC 18.04.080(c)(4)), such as the panhandle of a flag lot;

   c) Portions of the driveway that extend beyond the required setback area when the additional length is caused by compliance with municipal code requirements, such as critical area and buffer protections.

   d) Areas partially or wholly covered by water (seasonally or year-round) are to be excluded from the total site area before calculating the coverage percentage. This does not include human-made stormwater retention ponds.

PROPOSAL 17: 18.06 Commercial Districts

18.06.080 TABLES: Commercial Districts' Development Standards

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
MINIMUM LOT SIZE	7,200 Sq. Ft.	No minimum, except: 1,600 = cottage; 3,000 = zero lot; 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse; 6,000 sq. ft. = duplex; 7,200 sq. ft. = large multifamily; 4,000 = other	No minimum, except: 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse	No minimum, except: 1,600 = cottage; 3,000 = zero lot; 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse; 6,000 sq. ft. = duplex; 7,200 sq. ft. = large multifamily; 4,000 = other	No minimum, except: 1,600 = cottage; 3,000 = zero lot; 1,600 sq. ft. minimum, 2,400 sq. ft average = townhouse; 6,000 sq. ft. = duplex; 7,200 sq. ft. = large multifamily; 4,000 = other	No minimum, except: 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse	No minimum, except: 1,600 sq. ft minimum, 2,400 sq. ft. average = townhouse	See also 18.06.100(D) for regulations on existing undersized lots of record.
FRONT YARD SETBACK	See Chapter 18.110, Basic Commercial Design Criteria	10' maximum, if located in a High Density Corridor; 10' minimum otherwise.	~~5' minimum for residential otherwise none.~~None.	~~0~~ 10' maximum. See 18.130	~~0~~ 10' maximum. See 18.130	~~0~~ 10' maximum. See 18.130	~~0~~ 10' maximum. See 18.130	18.06.100(E). 1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
								2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. Must comply with site design standards, Chapter 18.100.
REAR YARD SETBACK	15' minimum.	10' minimum; Except: 1. Next to an R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories.	10' minimum; Except: 1. Next to single-family use or an R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district (refer to 1 above if adjacent use is single-family) = 10' minimum	10' minimum; Except: 1. Next to an R4, R4-8, or R6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories; 10 ft. where an alley separates HDC-1 from the above residential district. 2. Next to MR7-13, MR 10-18, RM-18, RM-24 or RMH district = 10'	10' minimum; Except: 1. Next to an R4, R4-8, or R6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories; 10 ft. where an alley separates HDC-2 from the above residential district. 2. Next to MR7-13, MR 10-18, RM-18, RM-24, or RMH district = 10'	10' minimum; Except: 1. Next to single-family use or an R4, R4-8, or R6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district (refer to 1 above if adjacent use is single-family) = 10' minimum + 5' for each	10' minimum; Except: 1. Next to single-family use or an RLI, R4, R4-8, or R6-12 district - 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district (refer to 1 above if adjacent use is single-family) = 10' minimum	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with site design standards, Chapter 18.100.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
			+ 5' for each bldg. floor above 2 stories.	minimum + 5' for each bldg. floor above 2 stories.	minimum + 5' for each bldg. floor above 2 stories.	bldg. floor above 2 stories.	+ 5' for each bldg. floor above 2 stories.	
SIDE YARD SETBACK	15' minimum.	No minimum on interior, 10' minimum on flanking street; Except: 1. Next to R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5' except 6' on	No Minimum; Except: 1. Next to R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5' except 6' on one side of zero lot.	No minimum on interior, 10' minimum on flanking street; Except: 1. Next to R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5' except 6' on	No minimum on interior, 10' minimum on flanking street; Except: 1. Next to R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5'	No Minimum; Except: 1. Next to R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures; 5' except 6' on one side of zero lot.	No Minimum; Except: 1. Next to RLI, R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures; 5' except 6' on one size of zero lot.	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. Residential side yards can be reduced consistent with 18.04.080(H)(5). 4. Must comply with site design standards, Chapter 18.100.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
		one side of zero lot.		one side of zero lot.	except 6' on one side of zero lot.			
MAXIMUM BUILDING HEIGHT	35'	Up to 35', if any portion of the building is within 100' of R 4, R 4-8, or R 6-12 district; Up to 60' otherwise.	Up to 35', if any portion of the building is within 100' of R 4, R 4-8, or R 6-12 district; Up to 60' otherwise; or up to 70', if at least 50% of the required parking is under the building; or up to 75', if at least one story is residential.	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise. Provided that one additional story may be	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise. Provided that one additional story may be	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise; or up to 70', if at least 50% of the required	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise; or up to 70', if at least 50% of the required	1. Not to exceed height limit set by State Capitol Group Height District, 18.10.060, for properties near the State Capitol Campus. 2. Must comply with site design standards, Chapter 18.100. 3. HDC-1 and HDC-2 additional story must comply with OMC 18.06.100.A.6. 4. In a Downtown Design Sub-District, see 18.120.220 and 18.120.440 for upper story step back requirements.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
				built for residential development only.	built for residential development only.	parking is under the building; or up to 75', if at least one story is residential. Up to 75' for HDC-3 zoned properties located within the Capital Mall Triangle Subarea.	parking is under the building; or up to 75', if at least one story is residential. ~~Up to 75' for HDC-4 zoned properties where the proposed project provides for the development of replacement dwelling units in a development agreement and the project site is all or part of an area of 40 acres or more that was in contiguous common ownership in 2009.~~ Up to 105' for HDC-4 zoned properties	5. If located within the Capital Mall Triangle Subarea see OMC 18.06.100.A.7.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
							located within the Capital Mall Triangle Subarea. Up to 130' for HDC-4 zoned properties located within the Capital Mall Triangle Subarea and within the Affordable Housing Height Bonus Overlay (see OMC 18.06.100.A.7.)	
~~MAXIMUM BUILDING COVERAGE~~	~~45%~~	~~70%, except 55% for residential only structures~~	~~70%; or 85% if at least 50% of the required parking is under the building.~~	~~70% for all structures~~	~~70% for all structures~~	~~70% for all structures, 85% if at least 50% of the required parking is under the building.~~	~~70% for all structures. 85% of the site if at least 50% of the required parking is under the building. On redeveloped sites, 85% if at least 50% of new required parking is~~	~~For projects in the GC and HDC-4 zones west of Yauger Way, limitations of building size per 18.06.100(C) and 18.130.020 apply.~~

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
							~~under the building or in a structured parking form. 85% for HDC-4 zoned properties where the proposed project provides for the development of replacement dwelling units in a development agreement and the project site is all or part of an area of 40 acres or more that was in contiguous common ownership in 2009.~~	
MAXIMUM IMPERVIOUS SURFACE COVERAGE	50%	70%	85%	85% ~~for all structures~~	85% ~~for all structures~~	85% ~~for all structures~~	85% ~~for all structures~~	See OMC 18.06.100(D).

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
MAXIMUM HARD SURFACE BONUS (not guaranteed, performance based)	70%	85%	100%	100%	100%	100%	100%	Hard surfaces are treated as impervious unless shown workable through an approved design. See OMC 18.06.100(D) for criteria.~~Hard Surfaces are treated as impervious, unless shown workable through an approved design (complies with DDECM), which requires adequate underlying soils.~~
ADDITIONAL DISTRICT-WIDE DEVELOPMENT STANDARDS	Maximum building size (gross sq. ft.): 3,000 for single use; 6,000 for mixed use.	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B) and Figure 6-3).	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)). In a Downtown Design Sub-	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)).	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)).	Building Floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)).	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)). If located within the	For properties in the vicinity of Kaiser Road and Harrison Ave NE, also see Pedestrian Streets Overlay District, Chapter 18.16. For retail uses over 25,000 square feet in

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
		In a Downtown Design Sub-District, see Chapter 18.120 for upper story stepbacks.	District, see Chapter 18.120 for upper story stepbacks.				HDC-4 zone district and within the Capital Mall Triangle Subarea: Building floors above 6 stories which abut a street or residential district must be stepped back a minimum of 8 feet. A step back is not required below 6 stories. Mass timber/cross laminated timber constructed buildings are not required to have a step back.	gross floor area, see Section 18.06.100(G) Large Scale Retail Uses. EXCEPTION: Section 18.06.100(G) shall not apply to motor vehicle sales. In a Downtown Design Sub-District, see Chapter 18.120. If located within the Capital Mall Triangle Subarea see OMC Section 18.06.100.B.3.

LEGEND

NR = Neighborhood Retail GC = General Commercial	PO/RM = Professional Office/Residential Multifamily	HDC-1=High Density Corridor-1 HDC-2=High Density Corridor-2 HDC-3=High Density Corridor-3 HDC-4=High Density Corridor-4

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
MINIMUM LOT AREA	7,200 Sq. Ft.	No minimum.	No minimum.	No minimum.	7,200 Sq. Ft. if bldg. height is 35' or less. 12,500 Sq. Ft. if bldg. height is over 35'.	No minimum.	
FRONT YARD SETBACK	10' maximum.	No minimum; however, see Chapter 18.100 for design guidelines for pedestrian access and view corridors. In a Downtown Design Sub-District: 12' from the curb on Type A and B Streets, 10' from curb for Type C Streets.	No minimum. In a Downtown Design Sub-District: 12' from the curb on Type A and B Streets, 10' from curb for Type C Streets.	No minimum. In a Downtown Design Sub-District: 12' from the curb on Type A and B Streets, 10' from curb for Type C Streets.	No minimum.	30' minimum for buildings; 15' for other structures except signs	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. See Design Guidelines, Chapter 18.100.
REAR YARD SETBACK	15' minimum; If next to a residential zone, 15' minimum plus 5' for every story over 3 stories.	No minimum; however, see Chapter 18.100 for design guidelines for pedestrian access and view corridors.	No minimum.	No minimum.	5' minimum if building has 1 or 2 stories. 10' minimum if building has 3 or more stories.	15' minimum.	50' minimum from property line for agriculture buildings (or structures) which house animals other than pets.

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
SIDE YARD SETBACK	10' minimum; 15' minimum plus 5' for every story over 3 stories if next to a residential zone.	No minimum; however, see Chapter 18.100 for design guidelines for pedestrian access and view corridors.	No minimum.	No minimum.	5' minimum if building has 1 or 2 stories. 10' minimum if building has 3 or more stories; AND the sum of the 2 side yards shall be no less than 1/2 the building height.	5' minimum 30' minimum for buildings and 15' minimum for other structures from flanking streets.	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. See Design Guidelines, Chapter 18.100.
MAXIMUM BUILDING HEIGHT	75'; except hospitals, which may exceed that height.	See 18.06.100(A)(2) and Figure 6-2, Urban Waterfront District Height Limits Exceptions: 1) In the portion of the area Downtown with a height limit of 65', two additional residential stories may be built. See 18.06.100. 2) In the portion of the area on West Bay Drive with a	Refer to Figure 6-2 and 6-2B for specific height and building configurations required on specific blocks. In a Downtown Design Sub-District, see view protection measures in 18.06.100 and Chapter 18.120.	75'; PROVIDED, however, that two additional stories may be built, if they are residential. For details, see 18.06.100(A)(4), Downtown Business District. There are restrictions around Sylvester Park	75' Exception: Up to 100' may be allowed with conditional approval by the City Council, upon recommendation of the Hearing Examiner. For details, see 18.06.100(C)(5), Height, Commercial Services-High Density. In a Downtown Design	40' accessory building limited to 20'.	Not to exceed height limit set by State Capitol Group Height District, 18.10.060, for properties near the State Capitol Campus. See OMC 18.06.100(E)

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
		height limit of 42' to 65', the taller height limit is conditioned upon the provision of certain waterfront amenities. See 18.06.100(A)(2)(c).		(see 18.100.080.)	Sub-District, see view protection measures in 18.06.100 and Chapter 18.120.		
~~MAXIMUM BUILDING COVERAGE~~	~~50%~~	~~60% for properties between the shoreline and the nearest upland street. 100% for properties not between the shoreline and the nearest upland street. See also Chapter 18.100 for design guidelines for pedestrian access and view corridors.~~	~~100%~~	~~No requirement.~~	~~No requirement.~~	~~85%~~	-
MAXIMUM IMPERVIOUS SURFACE COVERAGE	60%	100%	100%	100%	100%	85%	See OMC 18.06.100(D).
MAXIMUM HARD SURFACE BONUS (not guaranteed,	80%	100%	100%	100%	100%	100%	Hard surfaces are treated as impervious unless shown workable through an

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
performance based)							approved design. See OMC 18.06.100(D) for criteria.~~Hard Surfaces are treated as impervious, unless shown workable through an approved design (complies with DDECM), which requires adequate underlying soils.~~
ADDITIONAL DISTRICT-WIDE DEVELOPMENT STANDARDS	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(F)). Residential uses (Section 5 of Table 6.01) may not be constructed	Street ends abutting the water shall be preserved to provide views of and public access to the water, pursuant to Section 12.16.050(D) OMC. Section 18.06.100(A)(2)(c) for West Bay Drive building height and view blockage limits; and Chapter 18.100 for West Bay Drive view corridors. See also	Street ends abutting the water shall be preserved to provide views of and public access to the water, pursuant to OMC Section 12.16.050(D).		Residential uses must comply with High Rise Multi-family (RM-H) development standards.	6' of sight-screening buffer shall be provided along north, east, and west district boundaries. See Olympia Park Replat covenants for access, and other standards applicable to replat lots.	For properties in the vicinity of the Downtown, also see the Downtown Design Guidelines in 18.120. For retail uses over 25,000 square feet in gross floor area, see Section 18.06.100(C) Large Scale Retail Uses.

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
	within 600 feet of Lilly Road except in upper stories of mixed use building; all other development standards are the same as for commercial uses.	Chapter 18.100 for Downtown design guidelines for Pedestrian Access and View Corridors and Waterfront Public Access; Chapter 18.100 for Port Peninsula design guidelines for Pedestrian Connections and View Corridors; Section 18.06.100(A)(2)(c) for West Bay Drive building height and view blockage limits; and Chapter 18.100 for West Bay Drive view corridors.					EXCEPTION: Section 18.06.100 (C) shall not apply to motor vehicle sales.

LEGEND		
MS = Medical Services DB = Downtown Business	CS-H = Commercial Services - High Density	UW = Urban Waterfront UW-H = Urban Waterfront-Housing AS=Auto Services

Proposal 18: Chapter 18.06 – Commercial Districts

Section 18.06.100 - Commercial districts' development standards—Specific Subsections A and B

A. Height.

1. Roof structures for the housing of elevators, stairways, tanks, ventilating fans and similar equipment required to operate and maintain the building, fire or parapet walls, skylights, towers, flagpoles, chimneys, smoke stacks, wireless masts, T.V. antennas, steeples and similar structures may be erected above the height limits prescribed in this Title, provided that no roof structure, feature or any other device above the prescribed height limit shall be allowed or used for the purpose of providing additional floor space. This height exception does not apply to the additional story provision for residential development described in OMC 18.06.100.A.6.

   a. Any structure may exceed the maximum building height by up to 48 inches to accommodate a roof-mounted solar energy panel.

   b. Provided, further, that no roof structure or architectural feature shall be erected more than eighteen (18) feet above the height limit of the district, whether such structure is attached to it or free-standing.

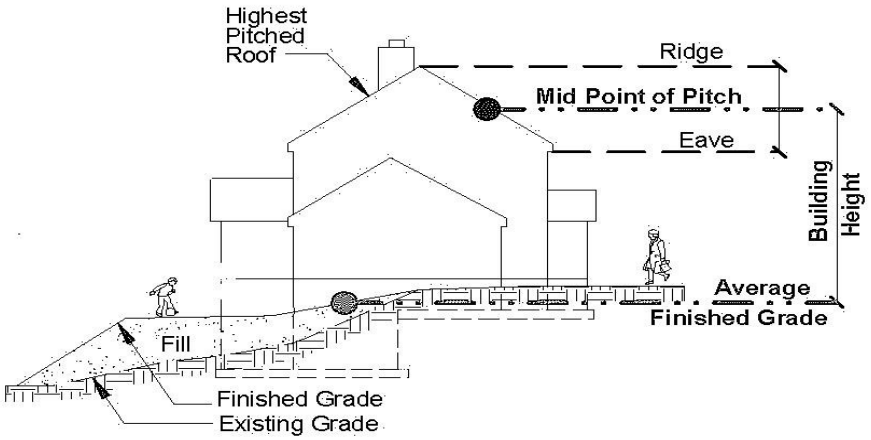


FIGURE 6-1A

2. Urban Waterfront (UW) District.

   a. Allowed building heights in the Urban Waterfront (UW) District are specified in Figure 6-2.

b. Bonus for residential development.

i. In the area labeled sixty-five (65) feet on Figure 6-2, up to two additional stories may be built (except as limited in subsection d below), if the project is located in the downtown, and if the added stories are stepped back from the street wall at least eight (8) feet, and if an equivalent floor area (equal to the amount from the added stories) is provided for residences, as follows:

(a) In the same building--i.e., it is a residential or a mixed use building; or

(b) With commercial and residential uses in separate buildings on the same site; or

(c) With commercial and residential uses on separate sites within the Urban Waterfront (UW) district.

ii. Occupancy. Housing provided under this bonus provision as part of a mixed use project must receive an occupancy permit at the same time as, or in advance of, issuance of an occupancy permit for non-residential portions of the project.

iii. Conversion. Housing provided under this bonus provision shall not be converted to commercial use.

iv. Source of housing units. Housing provided under this bonus provision may be:

(a) New construction,

(b) Adaptive reuse of a formerly non-residential structure, or

(c) Rehabilitation of existing housing.

c. West Bay Drive building height and view blockage limits.

i. In order to retain public and private view access to Budd Inlet from hillside sites above West Bay Drive, the maximum building height in the West Bay Drive portion of the Urban Waterfront (UW) District labeled " 42’-65’ " on Figure 6-2 shall be up to a maximum of 42 feet, except as provided in subsections (iii) and (iv) below.

ii. In order to retain public view access of Budd Inlet from street level in the West Bay Drive portion of the Urban Waterfront (UW) District labeled " 42’-65’ " on Figure 6-2, view blockage shall be limited as follows:

(a) Views of the water will be defined as area without obstruction by buildings or major structures measured between 45 and 90 degrees to West Bay Drive, as illustrated in Figure 6-2A.

(b) Said view blockage shall be limited to 45 percent of the views of the water from West Bay Drive by buildings or major structures located between West Bay Drive and the mean high water line.

(c) Exceptions are provided in subsections (iii) and (iv) below.

iii. Development shall be subject to the alternate standards for building height and view blockage, if alternate waterfront view access is provided through public amenities as follows:

Amenity Provided	**Limits on Horizontal View Blockage and Height**
Waterfront Trail	70% up to 42 ft., OR 45% up to 65 ft.
Expanded Waterfront Trail Corridor Facility (or small waterfront park area).	50% up to 42 ft., OR 45% up to 50 ft.
Both	70% up to 65 ft.
Any development over 42 feet shall be required to include a minimum of 20% of the usable building area for residential purposes.	

iv. Criteria for approval of alternate waterfront view access.

(a) Waterfront Trail.

(1) Trail right-of-way consistent with City trail standards shall be dedicated to the City.

(2) The trail shall be designed consistent with City standards and requirements, or as otherwise approved by the Olympia Parks, Arts and Recreation Department. Because the trail passes by different land uses, it may take a different character in different locations, for reasons of safety, privacy, or environmental protection.

(3) The developer shall design, build, and dedicate the facility to the City.

(4) An analysis of recreation needs shall be provided by the Olympia Parks, Arts and Recreation Department. An analysis of environmental impacts, hazardous waste risks, and engineering issues sufficient to determine the design and

location for the trail facility shall be approved by the Olympia Parks, Arts and Recreation Department but provided by the developer. All analysis shall be complete prior to approval.

(b) Expanded Waterfront Trail Corridor Facility or Small Waterfront Park.

(1) The developer shall build and dedicate the facility and its site to the City.

(2) The expanded waterfront trail corridor facility or small park area shall be designed consistent with City and other applicable government standards and requirements, or as otherwise approved by the Olympia Parks, Arts and Recreation Department. The expanded waterfront trail corridor facility or small park may vary in size from City park standards and could include additional right-of-way for the expanded trail, landscaping, habitat enhancement, benches, lighting, parking, restrooms, garbage receptacles, telephones, interpretive signs and other park facilities.

(3) An analysis of environmental impacts, hazardous waste risks, trail improvements, and engineering issues sufficient to design the expanded waterfront trail corridor facility or small park area shall be approved by Olympia Parks, Arts and Recreation Department but provided by the developer. All analysis shall be complete prior to approval.

(4) The expanded waterfront trail corridor facility or small park shall have a publicly accessible connection to West Bay Drive, designed, constructed, and dedicated for public use by the developer.

v. The view blockage rules shall be applied on a project-wide basis and not for each lot or parcel in a project, thus allowing projects providing more views on some lots to have more view blockage on other lots as long as the overall project meets the view blockage requirements.

d. Landmark Views: In order to protect designated landmark views from public observation points, the height bonus allowed in subsection b, above, is limited as follows:

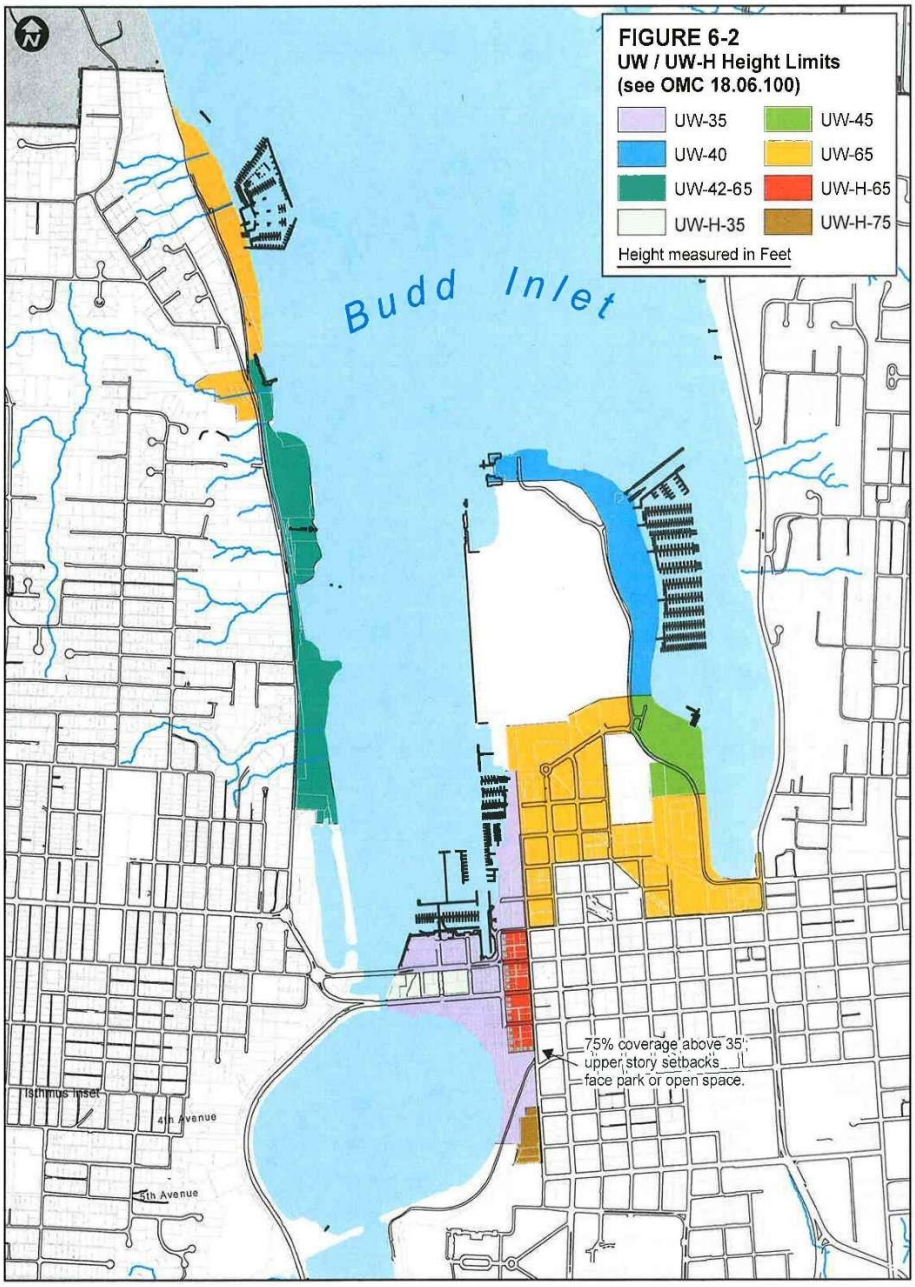
ii. Block 14 Height Bonus: A view analysis of the proposed development shall be submitted that demonstrates the view of the Capitol Drum and Dome will remain visible from the East Bay Lookout after the development occurs. This may prohibit use of the height bonus, or restrict which portions of the block are eligible to use the bonus. Block 14

is bounded by Olympia Avenue, Adams Street, Thurston Avenue, and Jefferson Street.

iii. Block 122: Height bonus is limited to one additional story, up to a maximum height of 75 feet. Block 122 is bounded by Olympia Ave, Jefferson Street, and Marine Drive.

iv. Block 123: The bonus height provision is not applicable in this location. Block 123 is bounded by Corky Avenue and Market Street to south and industrial uses to the north.

Figure 6-2 Urban Waterfront and Urban Waterfront Height Limits*



* See 18.06.100(A)(2) for height limitations that apply to Blocks 14, 122, and 123 in order to protect adopted landmark views from specific observation points.

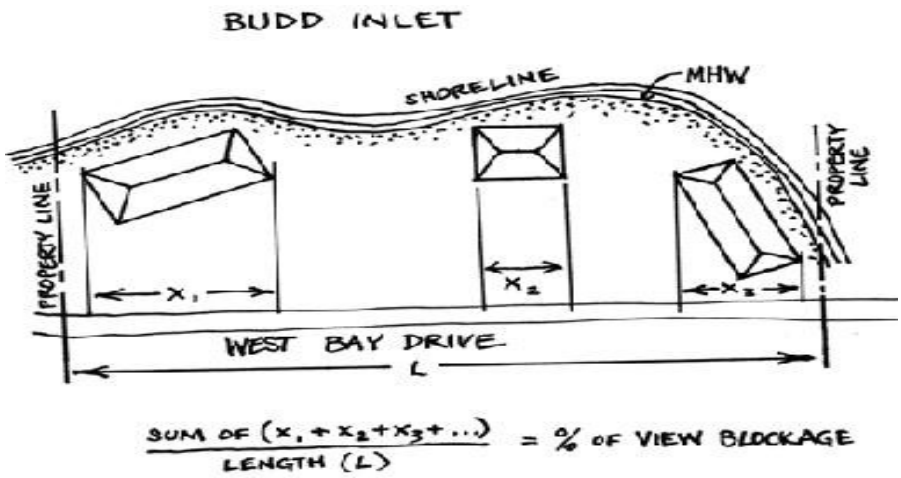


FIGURE 6-2A
Calculating View Blockage in a portion of the Urban Waterfront District along West Bay Drive.

3. Commercial Services-High Density. The maximum building height allowed is one hundred (100) feet. Provided, however, that no building or structure may exceed seventy-five (75) feet in height without conditional review and approval by the Hearing Examiner. Approval of structures exceeding seventy-five (75) feet in height shall meet the following criteria:

    a. The building design shall be compatible with or enhance the physical characteristics of the site, the appearance of buildings adjacent to the site and the character of the district.

    b. The site plan shall facilitate efficient and convenient circulation, shall include landscaping that creates a pleasing appearance from both within and off the site and shall be an asset to the community at large.

    c. Enhancement of public view access or direct public access to usable open space areas shall offset any potential upland view loss which may occur as a result of the proposal.

4. Downtown Business District.

    a. Building height allowed outright in the DB zone is seventy-five (75) feet.

    b. Bonus for residential development.

    c. Enhancement of public view access or direct public access to usable open space areas shall offset any potential upland view loss which may occur as a result of the proposal.

i. Buildings may exceed the height allowed outright (75 feet) by up to two (2) stories, if the added stories are stepped back from the street wall at least eight (8) feet, and if floor area equal to the amount from the added stories is provided for residences:

(a) In the same building--i.e., it is a residential or a mixed use building; or

(b) With commercial and residential uses in separate buildings on the same site; or

(c) With commercial and residential uses on separate sites within the Downtown Business (DB) zone.

ii. Occupancy. Housing provided under this bonus provision as part of a mixed use project must receive an occupancy permit at the same time as, or in advance of, issuance of an occupancy permit for non-residential portions of the project.

iii. Conversion. Housing provided under this bonus provision shall not be converted to commercial use.

iv. Source of housing units. Housing provided under this bonus provision may be:

(a) New construction,

(b) Adaptive reuse of a formerly non-residential structure, or

(c) Rehabilitation of existing housing.

5. Urban Waterfront - Housing.

a. Allowed building heights in the Urban Waterfront-Housing District are specified in Figure 6-2.

b. Required step backs and placement of step backs over 35 feet on specific blocks are specified in Figure 6-2.

6. High Density Corridor (HDC - 1 and HDC - 2).

a. Building height allowed outright in the HDC-1 and HDC-2 zones as outlined in OMC 18.06.080, Table 6.02.

b. Additional story for residential development.

i. Additional story can only be allowed for those development that do not provide a mechanical "penthouse" room as allowed under the provisions

of OMC 18.06.100.A. However, the additional story can be occupied with both residential development and mechanical equipment.

ii. Buildings may exceed the height allowed outright in OMC 18.06.080, Table 6.02, by one (1) story. The additional story cannot exceed fourteen (14) feet above the maximum allowable height requirement as specified in OMC 18.06.080, Table 6.02.

iii. The additional story must be stepped back at least eight (8) feet from any abutting street or any abutting residential zoning district. See OMC 18.06.100.B.2.

iv. Housing provided under this additional story as part of a mixed use project must receive an occupancy permit at the same time as, or in advance of, issuance of an occupancy permit for non-residential portions of the project.

v. Housing provided under this additional story provision shall not be converted to commercial use. Except that the residential units may conduct business activities under the provision for home occupations. See OMC 18.04.060.I.

vi. Housing provided under this bonus provision may be:

(a) New construction;

(b) Adaptive reuse of a formerly non-residential structure, or

(c) Rehabilitation of existing housing.

vii. This additional story is not available and will not be approved within 100 feet of a designated historic district.

7. High Density Corridor (HDC - 3 and HDC - 4) within the Capital Mall Triangle Subarea.

a. For properties located within the HDC-3 zone and within the Capital Mall Triangle Subarea the maximum building height is 75 feet.

b. For properties located within the HDC-4 zone and within the Capital Mall Triangle Subarea the maximum building height is 105 feet.

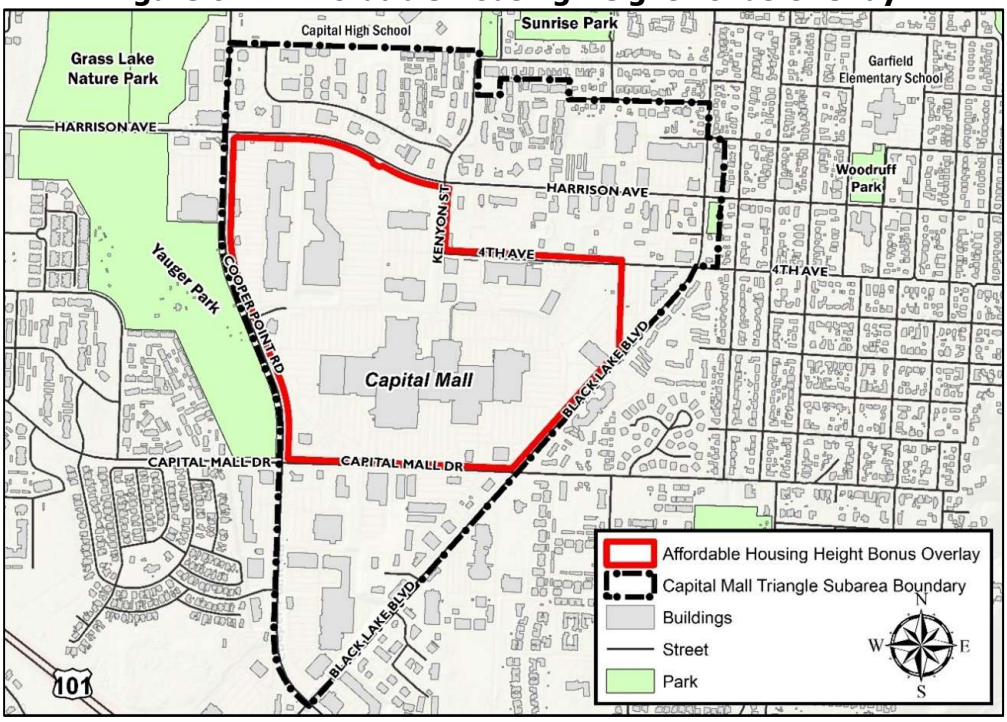
c. Maximum building height is 130 feet for development that meet all of the following requirements:

i. Located within the Capital Mall Triangle Subarea; and

ii. Located within the Affordable Housing Height Bonus Overlay as shown in Figure 6-2B; and

iii. At least 30 percent of the dwelling units are affordable for at least 50 years for those whose income is 80 percent or less of the area median income.

Figure 6-2B Affordable Housing Height Bonus Overlay



B. Upper Story StepBacks.

1. High Density Corridor-1 (HDC-1), Community Retail (CMR), High Density Corridor-2 (HDC-2, General Commercial (GC), High Density Corridor-4 (HDC-4), Medical Services (MS), and Professional Office/Residential Multifamily (PO/RM) District Requirements:

   Building floors above three (3) stories which abut a street or residential district must be stepped back a minimum of eight (8) feet (see Figure 6-3).

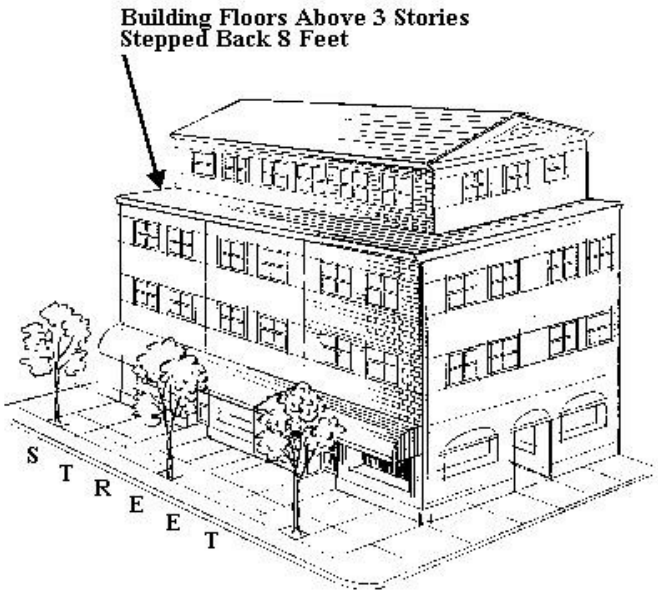


FIGURE 6-3

2. Additional Story Provision for HDC-1 and HDC-2. Projects within the HDC-1 and HDC-2 zoning districts which use the additional story provisions for residential development as outlined in OMC 18.06.100.A.6, must step the additional story back by a minimum of eight (8) feet. The step back is required for the additional story which abuts a street or residential district.

3. If located within the HDC-4 zone district and within the Capital Mall Triangle Subarea, building floors above six stories which abut a street or residential district must be stepped back a minimum of eight feet. A step back is not required below the sixth floor.

   a. Mass timber/cross laminated timber constructed buildings are not required to have a step back.

4. The upper story step-back is not required when entire structure is setback from the property line the distance required by the stepback, or farther.

5. Façade modulation and upper-story step-backs are not required for the following types of residential projects:

   a. Affordable housing;

   b. New construction meeting passive house requirements;

   c. The retrofit of existing buildings meeting passive house requirements. "Passive house requirements" means the criteria for certification as a passive house by Phius or the international passive house institute.

d. The conversion of existing buildings to housing or mixed-use development that includes housing;

e. Modular construction. "Modular construction" means a multistory residential or commercial building constructed of standardized components produced off-site, which are transported and assembled at a final location.

f. Mass timber construction. "Mass timber construction" means a building with structural components primarily made of mass timber products as defined in RCW 19.27.570.

Proposal 19: Chapter 18.06 – Commercial Districts

Section 18.06.100 - Commercial districts' development standards—Specific Subsection D

D. Impervious Surface Coverage

2. On development sites incorporating 'vegetated roofs,' the impervious surface coverage limits ~~of Neighborhood Retail, Professional Office/Residential Multifamily and Medical Service districts shall~~may be increased one square foot for each square foot of vegetated roof area up to 5% of the total site area if adequate assurance is provided that the proposed vegetated roof will provide substantial stormwater management benefits for a period of at least 30 years.

3. Calculation exclusions: The following are excluded from the impervious and hard surface coverage limit calculations. Note: These exclusions do not apply to calculations or requirements related to the Drainage Design and Erosion Control Manual.

a. Ingress/egress easements serving a neighboring property.

b. Areas excluded from the minimum lot area calculations (see OMC 18.04.080(c)(4)), such as the panhandle of a flag lot;

c. Portions of the driveway that extend beyond the required setback area when the additional length is caused by compliance with the municipal code requirements, such as critical area and buffer protections;

d. Areas partially or wholly covered by water (seasonally or year-round) are to be excluded from the total site area before calculating the coverage percentage. This does not include human-made stormwater retention ponds.

4. To obtain approval of a hard surface bonus, an engineered drainage design must be submitted that includes the following:

a. The area in excess of that allowed by Table 4.04 must meet the Drainage Design and Erosion Control Manual (DDECM) core requirement #5 (or as amended) for onsite stormwater treatment, and core requirement #7 for flow control, regardless of minimum area thresholds. Plans must address the following:

i. Projects that would otherwise be exempt from DDCEM requirements for flow control must demonstrate compliance, regardless of the exemption, in order to obtain the bonus.

ii. Flood control systems to be included might include pervious pavement, pervious geogrid, bioretention, infiltration, green roofs, or micro-detention systems. If compliance cannot be provided, the bonus will be denied.

iii. Permeable pavement and geogrid on Type D soils are ineligible.

b. Maintenance agreements are required prior to permit issuance for the flood control system.

Proposal 20: Chapter 18.06 – Commercial Districts

Section 18.06.100 - Commercial districts' development standards—Specific Subsection E (NEW)

E. In HDC zones, maximum setbacks established in Table 6.02 only apply to properties abutting design review corridors designated in Chapter 18.100 OMC and streets classified as arterials.

Proposal 21: Chapter 18.12 – Historic Preservation

Section 18.12.020 – General Purpose and Intent

The purpose and intent of this chapter is to provide for the identification, enhancement, perpetuation and use of historic resources within the City in order to:

A. Safeguard the heritage of the City as represented by those sites, buildings, districts, structures and objects which reflect significant elements of the City's history as told from all perspectives.

B. Strengthen the economic vitality of the City by ~~promoting the stabilization and improvement of property values in historic areas, and by~~ encouraging new buildings and developments that will be harmonious with existing historic buildings, districts, and sites ~~and areas~~.

C. Foster civic and neighborhood pride in the beauty and accomplishments of the past while recognizing the various perspectives and untold stories that have led to the City's history and sense of identity.~~, and a sense of identity based on the City's history.~~

D. ~~Protect and enhance~~Support the City's ~~ability~~ economic development initiatives by~~to~~ attracting tourists and visitors, thereby stimulating the local economy.

E. Assist, encourage and provide incentives to private owners for preservation, restoration, ~~redevelopment and use~~and adaptive re-use of outstanding historic buildings, districts, neighborhoods, streets, structures, objects and sites.

F. Promote and facilitate the early identification and resolution of conflicts between the preservation of historic resources and alternative land uses.

G. Conserve valuable material and energy resources by ongoing use and maintenance of the existing built environment.

Proposal 22: Chapter 18.12 – Historic Preservation

Section 18.12.040 - Heritage Commission Creation and Size

The Olympia Heritage Commission consists of up to ~~eleven~~ nine (9~~11~~) members. Members of the Heritage Commission shall be appointed by the City Council.

Proposal 23: Chapter 18.12 – Historic Preservation

Section 18.12.045(B) - Heritage Commission Composition

B. The Heritage Commission shall always include at least two~~four~~ (2~~4~~) professionals who have experience in identifying, evaluating and protecting historic resources and are selected from among the disciplines of history, architecture, architectural history, historic preservation, planning, cultural anthropology, archeology, cultural geography, folklore, curation, conservation, landscape architecture, real estate, law, or related disciplines. ~~American studies, law, and real estate.~~

1. Heritage Commission action that would otherwise be valid shall not be rendered invalid by the temporary vacancy of one or all of the professional positions, unless the Heritage Commission action is related to meeting Certified Local Government (CLG) responsibilities cited in the Certification Agreement between the City of Olympia and the State Department of Archaeology and Historic Preservation, in which case Heritage Commission action may only be taken if in compliance with said agreements.

2. Exception to the residency requirement of Heritage Commission members may be granted by the City Council in order to obtain representatives from these disciplines.

Proposal 24: Chapter 18.12 – Historic Preservation

Section 18.12.050 - Heritage Commission Term of Appointment

Appointment of members to the Heritage Commission shall be made for a three (3) year term and may be extended by City Council reappointment. The City Council shall appoint members to fill any vacancies for the unexpired term. (See OMC 2.100 Community-Member Advisory Boards, Commissions and Committees)

Proposal 25: Chapter 18.12 – Historic Preservation

Section 18.12.055 - Heritage Commission Powers and Duties

A. The major responsibilities of the Heritage Commission are: to identify and actively encourage the preservation of Olympia's historic resources by maintaining, updating, and expanding the Olympia Heritage Register and reviewing proposed changes to Heritage Register properties; to raise community awareness of Olympia's history and historic resources; and to serve as the City's primary resource in matters of history, historic planning and preservation.

~~A.~~B. In carrying out these responsibilities the Heritage Commission shall engage in the following:

1. Educate property owners about the importance of rehabilitating, preserving, and maintaining ~~the~~ historic properties or objects.

2. Initiate and review periodic surveys of historic properties in Olympia to help identify buildings of historical significance to the community.

3. Maintain a Local Heritage Register according to criteria and procedures stated in Sections 18.12.080 and 18.12.085. This Local Heritage Register shall list buildings, structures, districts, sites and objects identified by the Heritage Commission as having historic significance worthy of recognition and protection by the City.

4. Consider the establishment or expansion of Historic Districts (see OMC 18.12.085.C).

5. Review and make recommendations to the City Council on applications for Special Valuation Tax (see OMC 3.60).

6. Review proposals and applications to construct, ~~change, alter, modify,~~ remodel, remove or significantly affect properties or districts on the Heritage Register properties, as provided OMC 18.12.090 and 18.12.100. Such review shall be for the purpose of providing recommendations on identifying and mitigating the impacts of the proposed action to the identified historic resource~~. All recommendations shall be consistent with the Design Review Criteria and SEPA Mitigation~~. The City agency or body charged with acting on such a permit or document shall forward a copy of the final decision to the Heritage Commission.

7. Make recommendations to the City Council to be used in the land use and permitting process to guide this review.

8. Participate in, promote and conduct public information, educational and interpretive programs pertaining to historic and archaeological resources.

9. Provide information to the public on methods of maintaining and rehabilitating historic properties. This may take the form of pamphlets, newsletters, workshops or similar activities.

10. Recognize excellence in the rehabilitation of historic objects, buildings, structures, sites and districts, and new construction in historic areas; and encourage appropriate measures for such recognition.

11. Be informed about and provide information to the public on incentives for preservation of historic resources, including legislation, regulations and codes which encourage the use and adaptive reuse of historic properties.

12. Make recommendations to the City Council on nominations to the Washington Heritage Register and National Register of Historic Places.

13. Investigate and report to the City Council on the use of various federal, state, local or private funding sources available to promote historic, archaeological, and cultural resources in the City.

14. Provide liaison support, communication, and cooperation with federal, state and other local governmental and Tribal entities which will further historic preservation objectives, including public education, within the Olympia area.

15. Review and provide recommendations to the City Council on the conduct of land use, housing and redevelopment, municipal improvement, and other types of planning and programs undertaken by any agency of the City, other neighboring cities and towns, the County, the state or federal governments, as they relate to historic and archaeological resources within the City.

16. Conduct all Heritage Commission meetings in compliance with RCW Chapter 42.30, the Open Public Meetings Act, to provide for public participation and adopt standards to guide this action.

17. Coordinate as appropriate with City departments and other heritage organizations.

18. Perform any other functions designated to the Commission by the City Council.

Proposal 26: Chapter 18.12 – Historic Preservation

Section 18.12.065 - Heritage Commission Compensation

All members of the Heritage Commission shall serve without compensation except for out-of-pocket expenses incurred in connection with Heritage Commission meetings or programs, and which are in accordance with City policy for Community-Member Advisory Boards, Commissions and Committees (See OMC 2.100.040), and reimbursement of expenses.

Proposal 27: Chapter 18.12 – Historic Preservation

Section 18.12.080 - **Olympia** Heritage Register - Criteria to Designate Property

** Note: This proposal only changes the wording in the section title.*

Proposal 28: Chapter 18.12 – Historic Preservation

Section 18.12.085 - Olympia Heritage Register - Process to Designate Property to the Olympia Heritage Register or Establish a Local Historic District

Listing on the Olympia Heritage Register is an honor that denotes significant association with the historic, archaeological, engineering, or cultural heritage of the community. Properties are listed individually or as a Historic District.

A. Any person, including members of the Heritage Commission, may nominate a building, structure, object, site or district for inclusion on the City Heritage Register.

B. Individual Properties:

1. Applications shall be on forms provided by the city and include information and documentation supporting the historic significance of the building, structure, object, site or district.

2. The application shall specify the exterior features, outbuildings, and other characteristics of the site and the building interior (if any) that contribute to its designation.

3. Notification of nomination will be sent to the property owner.

4. If someone other than the property owner makes a nomination the Heritage Review Committee may deny an application for placement on the Heritage Register based on a determination of ineligibility during a preliminary review. Applicants may appeal this denial to the Heritage Commission.

5. If an application advances to the full Heritage Commission, notification of nomination will be sent to the property owner and posted on the site.

6. Notification of a public hearing will be mailed to the property owner and the applicant(s), posted on the site, and published in a newspaper of general circulation in Olympia, not less than ten (10) days prior to the hearing.

7. The Heritage Commission shall consider the merits of the nomination according to the criteria in OMC 18.12.080 following a public hearing.

8. If the Heritage Commission finds that the nominated property meets the designation criteria in OMC 18.12.080 and has the property owner's consent, the property shall be listed on the Heritage Register and owner(s) and lessee(s), if any, notified of the listing.

9. A marker for register properties with information about the property and its significance must be approved by the Heritage Commission or staff. The City may provide this marker.

10. If the owner does not consent to placement of the owner's property on the Olympia Heritage Register, after following process set forth in OMC 18.12.085.B above, the Heritage Commission may recommend that the City Council approve designation without property owner consent. Notice will be given to the property owner at least 10 (ten) days prior to the City Council review. A person who is adversely aggrieved by a decision of the City Council under this subsection may appeal the City Council decision to Thurston County Superior Court as provided by law.

C. Districts:

1. Signatures must be obtained from the owners of a majority of the properties within the proposed district.

2. Applications shall be on forms and include information and documentation supporting the historic significance of the district.

3. The application shall specify the exterior features, outbuildings, and other characteristics of the sites within the district and the overall character defining elements that contribute to its designation, and identify the contributing and non-contributing status of the properties within the district.

4. The Heritage Review Committee or staff may deny an application for Historic District status based on a determination of ~~a~~ ineligibility during a preliminary review. Applicants may appeal this denial to the Heritage Commission.

5. The Heritage Commission shall consider the merits of the nomination according to the criteria in OMC 18.12.080 following a public hearing. If the Heritage Commission finds that the nominated district meets the designation criteria in OMC Section 18.12.080, the district may be listed on the Olympia Heritage Register with the owner's consent and the owner(s) and lessee(s), if any, notified of the listing.

6. If a majority of property owners within the proposed district boundaries do not consent to local District designation, after following process set forth above, the Heritage Commission may recommend that the City Council approve designation without property owner consent. Notice will be given to the property owners at least 10 (ten) days prior to the City Council review. A person who is adversely affected or

aggrieved by a decision of the City Council under this subsection may appeal the City Council decision to Thurston County Superior Court pursuant to the procedures set forth in ~~RCW Chapter~~state law.

D. The decision of the Heritage Commission designating objects, properties and districts to the City Register may be appealed by the owner(s) of the affected property in writing on forms provided by the City within thirty (30) days to the City Council. Decisions of the City Council may be appealed to Thurston County Superior Court.

E. Properties listed within a local Historic District shall be noted on the official records of the City. Such properties shall be subject to the provisions set forth in this Chapter, as well as the bulk, use, setback, and other controls of the zoning district in which they are located. Nothing contained in this Chapter shall be construed to be repealing, modifying or waiving any zoning or building code provisions.

F. Markers noting the boundaries of the Historic District must be approved by the Heritage Commission or staff. The City may provide these markers.

Proposal 29: Chapter 18.12 – Historic Preservation

Section 18.12.100 - Demolition of a Historic Building or a Contributing Historic District Property

Demolition of a Historic Building or a Contributing Historic District Property. Findings and a recommendation to the Building Official made by the Heritage Commission or Historic Preservation Officer is required before a permit may be issued to allow whole or partial demolition of a designated structure or facility of recognized historical significance, which for the purposes of WAC 197-11-800(2)(g) is one listed on the Olympia Heritage Register, Washington Heritage Register, or National Register of Historic Places. The owner or the owner's agent shall apply to the Building Official who will request a review of the proposed demolition by the Heritage Commission. The Heritage Commission shall recommend to the Building Official the approval or denial of the proposed demolition. Recommendations may also include steps to mitigate the loss of the property ~~through, but not limited to, the procedures described in the SEPA Mitigation Policy for Olympia Historic Resources~~. The Building Official shall give substantial weight to these recommendations in establishing conditions of approval of the permits granted. If the structure is demolished, the Heritage Commission shall initiate the procedure for removal of the structure from the Heritage Register and may recommend designation as a historic site.

Proposal 30: Chapter 18.12 – Historic Preservation

Section 18.12.130 - Tribal and Agency Consultation on Development Review

A. Interested Tribes and the State Department of Archaeology and Historic Preservation (DAHP) shall be notified when an application for land use approval has been submitted to the City of Olympia as described in OMC 18.70.130 ~~Public Notification Procedures~~Notice of Application. Additional ~~notice of~~Tribal or Agency consultation may be provided by the City Historic Preservation Officer.

B. Consistent with law, any recommendations and/or requests by Consulting Tribes and/or DAHP on cultural resource protection will be given substantial weight in decisions on land use or development permit approval and subsequent permit issuance.

Proposal 31: Chapter 18.12 – Historic Preservation

Section 18.12.140 - Cultural Resource Protection

A. Cultural Resources shall be protected from damage during construction and all other development activities in accordance with OMC Sections 18.12.120 and 18.12.140B.

B. Additional Protections for Cultural Resources.

1. ~~Building~~ Development permit recipients for ~~development~~ projects that meet the following criteria shall be required to sign an Inadvertent Discovery Plan (IDP) provided by the City of Olympia Historic Preservation Officer:

   a. All type II or III projects subject to Notice of Application, where ~~public notice was give to affected tribes and~~ a request for an IDP was submitted by an interested Tribe or Agency; and ~~subject to State Environmental Policy Act (SEPA) thresholds; and~~

   ~~a.~~b. All ground disturbing projects considered having high risk of encountering cultural resources as identified by the Historic Preservation Officer.

   ~~b. All projects located within the Downtown SEPA Exemption Area.~~

   The signed IDP shall be held on site throughout the duration of any ground-disturbing activities related to the project.

2. The Director may require additional actions to protect known or predicted cultural resources as a result of requests submitted by Consulting Tribes and/or DAHP during consultation for the following:

   a. Projects subject to State Environmental Policy Act (SEPA) thresholds;

   b. Type II and III ~~P~~projects subject to Agency consultation as per OMC 18.12.130 Tribal and Agency Consultation on Development Review;

   c. Projects on sites considered as having high risk of encountering cultural resources or known to include an archaeological site; and

   ~~d. Projects located within the Downtown SEPA Exemptions Area; and~~

   ~~e.~~d. Projects subject to other State and Federal laws which protect cultural and historic resources, including but not limited to Executive Order 05-05 and Section 106 of the National Historic Preservation Act.

Proposal 32: Chapter 18.36 – Landscaping and Screening

Section 18.36.080 - Landscape plan requirements

A plan of proposed landscaping and screening shall be included with plans submitted for site plan review or Hearing Examiner review. The plans shall be drawn to scale and contain the following information:

A. Landscape Plan.

1. Plan Preparation.

a. Four (4) or Less Multifamily Units and Commercial Development having less than 20,000 square feet of gross floor area. Landscape plans required by this section shall be prepared by a person experienced in the selection and installation of plant materials and landscape design. Plans shall be drawn to scale and meet all plan submittal requirements of item 2 below.

b. Five (5) or More Multifamily Units; Commercial Development consisting of 20,000 square feet or more of gross floor area; and all development located on a High Density Corridor or Design Review Corridor. Landscape plans required by this section shall be prepared by a Registered Landscape Architect or Certified Washington State Landscaper or Horticulturalist. Plans prepared by others shall have their design plans certified by one of the aforementioned groups, attesting that all requirements of this Chapter have been met or exceeded.

2. Plan Requirements. New landscape plans must identify location, species and diameter or size of plant materials using both botanical and common names. Drawings shall reflect the ultimate size of plant materials at maturity. All drawings shall depict:

a. Existing property lines and perimeter landscape areas;

b. All public and private open space, including plazas, courts, etc.;

c. Parking lot planting areas and vehicle use areas, driveways and walkways;

d. Location of clear sight triangle, if applicable;

e. Location of buildings or structures (existing and proposed);

f. Location of aboveground stormwater drainage pond(s) and swales;

g. Street tree location;

h. Screening of mechanical equipment;

i. Existing soil type and required amendments;

j. Planting details describing method of installation;

k. Location and description of existing trees or groves of trees to be retained;

l. Location and description of existing soils and groundcover vegetation to be retained;

m. Location and type of any invasive plants and timeline for removal;

n. Planting locations showing mature size of plants, size of planting stock, species of plant materials, and tree density calculations;

o. Timeline for site preparation and installation of plant materials;

p. Cost-estimate for the purchase, installation and three (3) years maintenance of landscaping~~.~~;

q. Location of underground utility lines and equipment; and

r. Irrigation plans, if applicable for the project.

Proposal 33: Chapter 18.38 – Parking and Loading

Section 18.38.040 – Applicability

Unless specifically exempted in this chapter, every land use shall have permanently maintained off-street parking facilities pursuant to the following regulations.

A. Exemptions. The following are not required to provide off-street parking as a condition of permitting of residential projects:

1. Affordable housing proposals.

2. New construction or the retrofit of existing buildings meeting passive house requirements. "Passive house requirements" means the criteria for certification as a passive house by Phius or the international passive house institute.

3. Modular construction. "Modular construction" means a multistory residential building constructed of standardized components produced off-site, which are transported and assembled at a final location.

4. Mass timber construction. "Mass timber construction" means a building with structural components primarily made of mass timber products as defined in RCW 19.27.570.

Proposal 34: Chapter 18.38 – Parking and Loading

Section 18.38.100 – Vehicular and Bicycle Parking Standards

C. Residential Provisions.

1. Residential uses, such as housing for seniors or people with disabilities, that provide parking for staff or visitors, that comply with parking provisions in state law (RCW 36.70A.620), shall record a covenant restricting use of the site to the approved use (e.g., seniors, people with disabilities). The covenant must be recorded prior to issuance of applicable construction permits.

2. For projects outside of the Downtown Exempt Parking Area, development projects with five or more residential units shall provide at least one accessible parking space. Accessible parking shall meet the location and dimensional standards in the adopted building codes.

3. For accessory dwelling units, single family homes, duplexes, townhouses on individual lots, and mobile home parks there is no maximum amount of parking allowed when all other zoning standards are satisfied (e.g. lot coverages).

4. New residential development projects within the area bounded by Cooper Point Road, Black Lake Boulevard, and Harrison Avenue (known as the Capital Mall Triangle) are exempt from minimum motor vehicle parking requirements.

5. Parking spaces that count towards minimum parking requirements may be enclosed or unenclosed.

6. Tandem parking spaces (one space for every 20 linear feet) may count towards meeting minimum parking requirements, with any necessary provisions for turning radius. "Tandem" is defined as having two or more vehicles, one in front of or behind the others with a single means of ingress and egress.

7. The existence of legally nonconforming gravel surfacing in existing designated parking areas may not be a reason for prohibiting utilization of existing space in the parking area to meet local parking standards, up to a maximum of six parking spaces.

8. Parking spaces may not be required to exceed eight feet by 20 feet, except for required parking for people with disabilities.

9. The city will not impose off-street parking requirements as a condition of permitting a residential project if compliance with tree retention would otherwise make a proposed residential development or redevelopment infeasible.

10. Parking spaces that consist of grass block pavers may count toward minimum parking requirements.

11. Existing parking spaces that do not conform to the requirements of this chapter as of June 6, 2024, are not required to be modified or resized, except for compliance with

the Americans with disabilities act. Existing paved parking lots are not required to change the size of existing parking spaces during resurfacing if doing so will be more costly or require significant reconfiguration of the parking space locations.

Proposal 35: Chapter 18.38 – Parking and Loading

Section 18.38.160 – Specific zone district standards

C. Downtown Exempt Parking Area (See Figure 38-2).

1. ~~Existing buildings constructed prior to January 1, 2002, which are located within the Downtown Exempt Parking Area (See Figure 38-2),~~All structures and use types shall be exempt from the vehicle parking standards. However, a change of use within ~~such~~ existing structures shall comply with the long-term and short-term bicycle parking standards pursuant to Table 38.01;

2. ~~All new residential buildings and uses located within the Downtown Exempt Parking Area (See Figure 38-2) shall be exempt from vehicle parking standards. However, if any new residential parking is constructed, the parking facility~~All new or replaced parking areas shall meet the Parking Design and Design Review Criteria in OMC 18.38.180 through 18.38.240 and applicable criteria in OMC Chapters 18.04, 18.06, and 18.120). All new residential buildings and uses shall comply with the long-term and short-term bicycle parking standards pursuant to Table 38.01; and

3. All new commercial buildings or expansions totaling over 3,000 square feet of gross leasable area~~, constructed after January 1, 2002~~, which are located within the Downtown Exempt Parking Area (See Figure 38-2) shall be required to meet ~~vehicle parking and~~ bicycle parking standards (OMC 18.38.020 through 18.38.240).~~; and~~

4. ~~When not covered by C.1 or C.2 above, bicycle parking is not required for those buildings and uses located within the Downtown Exempt Parking Area (see Figure 38-2) that do not provide on-site motor vehicle parking.~~

Proposal 36: Chapter 18.38 – Parking and Loading

Section 18.38.220 – Design Standards - General

Off-street parking facilities shall be designed and maintained in accordance with the standards hereunder, provided that up to 30% of parking stalls may be small spaces as described in section B. In the alternative, an applicant may propose and, if providing equal or better function, the Director may approve alternative parking geometrics consistent with the most recent specific standards promulgated by the Institute of Transportation Engineers or the National Parking Association. These standards apply to all bicycle and vehicular parking proposed or provided, even if the parking is not required.

Proposal 37: Chapter 18.40 – Property Development and Protection Standards

Section 18.40.060 – General Standards

C. Fences/Hedges, Walls and Site Perimeter Grading. It shall be the responsibility of property owners to ensure fences are within property lines and that a building permit is obtained when required. "Fences" as used in this section includes walls and similar above-grade unenclosed structures forming a continuous or nearly continuous line or row exceeding six feet in length. Also see definition, OMC 18.02.180(F). For properties located in Downtown Design Review District see OMC 18.120.370. Other properties that may have a Master Plan approval, such as Briggs Village, see adopted regulations for fencing. Contact the planning division of the department for details.

For the purpose of fencing, the front yard is considered to be the first 10 feet of any lot, tract, or parcel that abuts a public street or right of way, excluding alleys. Corner lots adjacent to two public rights of way shall have a front yard and a flanking side yard.

1. Fence Heights:

   a. Fences, when located within a required yard, shall not exceed the following height limits:

      i. Front yard = 48" (4’-0");

      ii. Side yards = 72" (6’-0"), Flanking side yards = 72” (6’-0”);

      iii. Rear yards = 72" (6’-0");

      iv. Clear Sight Triangle = 30" (2’-6").

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

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

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

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

For purposes of this section, a front yard shall not exceed 10 feet in depth, regardless of any other provision found in this Title.

2. Fence height is measured to the top of the fence, excluding posts. Point of ground measurement shall be the high point of the adjacent final grade.

3. Fences, walls, and hedges are permitted within all yard areas provided that regardless of yard requirements, no closed gate, garage door, bollard or other feature shall obstruct a driveway or other motor vehicle private ingress within 20 feet of a street right-of-way nor obstruct automobile views exiting driveways and alleys (see clear vision triangle). This 20-foot requirement is not applicable within the downtown exempt parking area as illustrated at Figure 38-2. Additional exceptions may be granted in accordance with OMC 18.38.220(A)(2).

4. Front yard fences of any common areas, such as tree, open space, park, and stormwater tracts, must be a minimum of 25 percent unobstructed, i.e., must provide for visibility through the fence.

5. Fence pillars, posts, and similar features may project a maximum of two feet above maximum fence height.

6. Site Perimeter Grading. Within required yard areas, no single retaining wall (nor combination of walls within five horizontal feet of each other) shall exceed a height of 30 inches as measured from the lowest adjacent grade, nor shall any modification of grades or combination of retaining walls result in grade changes exceeding 30 inches within five feet of a property line nor 60 inches within 10 feet of an existing or proposed property line.

7. An administrative exception may be approved by the Department to exceed maximum fence height and other provisions of these standards where all of the following conditions exist.

    a. Variation of existing grade on either side of the fence results in a fence lower than the maximum height as measured from the highest point of grade within five feet of either side of the fence; or other special circumstances relating to the size, shape, topography, location, or surroundings of the subject property warrant an exception to permit a fence comparable with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located;

    b. The special conditions and circumstances do not result from the actions of the applicant;

    c. Granting of the exception will not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and zone in which the property is located;

d. The granting of the exception will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which subject property is situated; and

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

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

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

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

   a. Front yard = 48" (4’0")

   b. Side yard, Flanking side yard = Unlimited

   c. Rear yard = Unlimited

[Note: Clear Sight Triangle = 30" (2’-6"), see OMC 18.40.060(B)]

9. Barbed and/or razor wire fences. No person or persons being the owner of or agent for or in possession and control of any property within the city limits shall construct or permit to exist any fence around or in front of such premises, consisting wholly or partially of barbed and/or razor wire, except to provide security at a government-owned property or privately owned utility where security for the property is mandated by law; provided that the provisions of this section shall only extend to fences that are within 10 feet of a street or alley or other public place within the City.

10. Electric fences. It is unlawful to install or maintain any electric fence within the city limits except as follows:

   a. For the purposes of protecting farms or agricultural animals using low-voltage, solar fences installed atop a six-foot non-electric fence; or

   b. For securing an outdoor storage area, subject to the provisions below.

   c. For purposes of this subsection:

      i. "electric fence" means a fence, including an electric security fence, with above-ground electric conductors carrying electric current supplied by

batteries, commercial power, or any other source of electricity, installed for the purpose of retaining or excluding any animals, livestock, or persons.

ii. "Electric security fence" means an electric fence installed to protect an outdoor storage area.

iii. "Outdoor storage area" includes an area used for automobile and recreational vehicle repair and service, equipment storage, lumber yards, fleet storage, landscape supplies, or similar uses.

iv. "Responsible person" means a person or entity that owns or controls property on which an electric security fence is sought to be installed or is installed and used pursuant to this section.

v. The installation and use of an electric security fence is permitted within the following zoning districts:

1. Auto Services (AS)

2. Industrial (I)

3. Light Industrial (LI)

d. The Director may, on a case-by-case basis, authorize the installation and use of an electric security fence to secure an outdoor storage area in the following zoning districts if the Director finds there has been an increase in theft and vandalism at the outdoor storage area and finds that use of an electric security fence is warranted because the responsible person has taken reasonable measures to prevent theft and vandalism, but such measures have not been effective:

i. General Commercial (GC)

ii. Downtown Business (DB)

iii. High Density Corridor 1 (HDC-1)

iv. High Density Corridor 2 (HDC-2)

v. High Density Corridor 3 (HDC-3)

vi. High Density Corridor 4 (HDC-4)

e. An electric security fence is only permitted to be installed and used if the outdoor storage area it protects was established and is operated in conformance with City code.

f. An electric security fence installed and used pursuant to this subsection must meet the following electrical requirements:

i. The electrical charge for the electric security fence must be noncontinuous and the electric fence controllers must be approved by a Nationally Recognized Testing Laboratory (NRTL).

ii. The energy source (energizer) for the electric security fence must be provided by a storage battery not to exceed 12 volts DC. The storage battery must be charged primarily by a solar panel. However, the charge from the solar panel may be augmented by a trickle charger.

iii. The electric charge produced by the electric security fence upon contact may not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission (IEC) Standard No. 60335-2-76.

g. An electric security fence installed and used pursuant to this subsection must meet the following height and location requirements:

i. An electric security fence must be completely surrounded by a non-electric perimeter fence or wall that is not less than five feet in height and no more than eight inches from the electric security fence to prevent entrapment.

ii. An electric security fence may not exceed the higher of eight feet or two feet higher than the perimeter fence or wall.

iii. Exceptions:

1. Where a non-electrified perimeter fence or wall already exists within a required yard setback (as defined in OMC 18.02.180 Y) and if such fence or wall was lawfully installed, such fence or wall need not be modified in height or location to meet the requirements of this subsection. The electric security fence may be located within the required yard setback and may not exceed eight feet in height.

2. Rear and side yards: Where a non-electrified perimeter fence does not exist within a required rear or side yard setback, it may not exceed six feet in height and the electric security fence may not exceed eight feet in height.

3. Front yards: The first priority is to place both the non-electrified perimeter fence and the electric security fence outside the required yard setback. If this is not practical due to existing improvements such as paved parking, curbing, or landscaping, both fences can be placed in the required front yard setback. In these instances, the non-electrified perimeter fence may be up to five feet in height and

must be transparent, for example, chain link or metal picket fencing. The electrified portion may extend up to eight feet in height. Both fences must be placed as far back as site conditions allow to avoid being at the edge of an adjacent street or sidewalk.

h. The responsible person shall clearly identify an electric security fence with warning signs 30 square inches in size per IEC standards, posted at intervals less than 30 feet. Such warning signs must read "Warning – Electric Fence" and contain an imager or symbol (e.g. a lightning bolt) that allows non-English speaking individuals to understand that the fence is electrically charged.

i. The permitting process for electric security fences is governed and regulated in accordance with the City's construction and burglar alarm codes. A building permit is required for an electric fence exceeding seven feet in height.

j. Gates, bollards, or other features of an electric security fence must comply with the provisions in OMC 18.40.060.C.3 and provide emergency access in a manner acceptable to the Fire Marshal.

k. Electric security fences must comply with the City's design and landscape and screening standards as applicable. The responsible person shall submit plans to the Community Planning and Development Department for review and approval prior to fence installation.

Proposal 38: Chapter 18.40 – Property Development and Protection Standards

Section 18.40.060 – General Standards

H. Yards.

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

2. Yards/Setbacks.

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

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

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

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

iii. Fences may project into the required yard area if they meet fence height requirements found in OMC 18.40.060(C).

iv. Uncovered steps, porches, or patios, which are no more than thirty (30) inches above the adjacent grade may be placed within the required setback area.

v. Air heating and cooling units 48-inches or less above grade are permitted within rear and side yard setbacks as long as it provides for access and maintenance per the building code.

vi. Uncovered swimming pools, hot tubs and satellite dish antennas may be placed in the rear or interior side yard setback area.

vii. Signs in compliance with OMC 18.43.

viii. Refer to each land use district for other allowed projections in required yards.

c. No building construction nor projection is allowed within any utility, access or public/private easement.

d. The front yard setback for a flag lot shall be a minimum of ten (10) feet measured from the nearest parallel or nearly parallel lot line adjacent to the front facade of the dwelling.

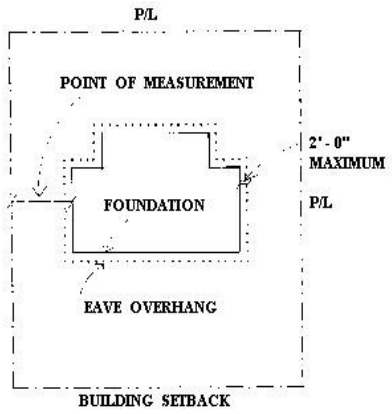


FIGURE 40-4

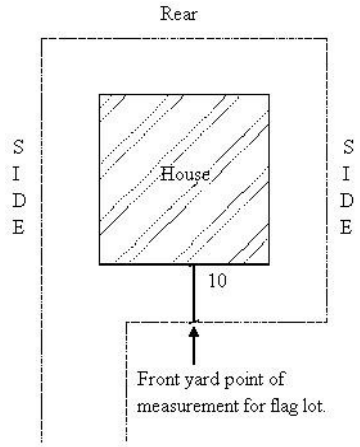


FIGURE 40-5

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

4. For retrofits of existing buildings to be used for residential housing:

   a. The portion of exterior wall assemblies that includes insulation must be allowed to project up to an additional eight inches into the setbacks on all sides;

   b. The building must be allowed to exceed the maximum allowable roof height by eight inches to accommodate additional insulation; and

   c. Gross floor area must be measured from the interior face of the exterior walls, which includes drywall, as typically depicted on the architectural floor plans; and

   d. For existing nonconforming buildings already projecting into setbacks, the portion of exterior wall assemblies that include insulation must be allowed to project up to an additional eight inches into the setbacks on all sides if the building is to be used for residential housing; and

   e. Nothing in this section prohibits a city or county from applying the requirements of the state building code or requires the City to allow a setback of less than 36 inches between residential dwelling units.

Proposal 39: Chapter 18.40 – Property Development and Protection Standards

Section 18.40.080 – Protection Standards

C. Emissions.

1. Air Pollution shall be controlled by the operator and/or proprietor of any land use or activity permitted by this title. The ambient air quality standards specified in Regulation I of the Olympic Air Pollution Control Agency (OAPCA), shall apply to all air contaminants listed therein. See Chapter 173-60 regarding variances and exemptions.

2. Toxic Substances shall be kept to concentrations not exceeding one-fiftieth (1/50) of interior standards by use of the best available control methods and technology in all phases of plant operation and handling of materials, and by an active commitment to good housekeeping practices. Toxic substances not listed in Regulation I of OAPCA, but released into the air shall be limited in accordance with the most current publication entitled Threshold Limit Values, of the American Conference of Governmental Hygienists.

3. Liquid Wastes shall be disposed of through local sanitary sewer systems only upon approval of affected sewer district authorities.

4. Liquid or solid wastes unacceptable to public sewer authorities shall be disposed of on a regular basis in keeping with the best operating characteristics of the industry, and in compliance with the regulations and requirements of local, regional, state or federal agencies having jurisdiction in waste disposal and environmental health and safety.

5. Any operation producing intense heat or glare shall be performed within an enclosure so as to completely obscure such operation from view from any point along the property line.

6. The use, storage, transportation and disposal of all radioactive materials or devices shall be subject to the regulatory jurisdiction and control of the Radiation Control Agency of the Washington State Department of Social and Health Services as amended.

7. No use shall cause earth vibrations~~,~~ ~~or~~ concussions, or construction noise detectable without the aid of instruments beyond its lot lines, with the exception of the temporary vibration produced as a result of construction activity. Such ~~temporary~~ construction activity shall be restricted to the hours between 7:00 a.m. and 6:00 p.m.

Proposal 40: Chapter 18.40 – Property Development and Protection Standards

Section 18.40.080 – Protection Standards

I. Minimum Street Frontage.

1. Each lot, other than in townhouse, cottage and co-housing projects, shall have a minimum of thirty (30) feet of frontage on a public or private street. With respect to binding site plans, this requirement shall apply to the entirety of the binding site plan and not to each individual site or lot. The Director may allow the street frontage to be reduced or eliminated to the minimum extent necessary to enable access to

property where public street access is not feasible for such reasons, including but not limited to, physical site conditions or preexisting development or to protect environmentally Critical Areas. Where frontage is limited, preference is for some street frontage to be provided.

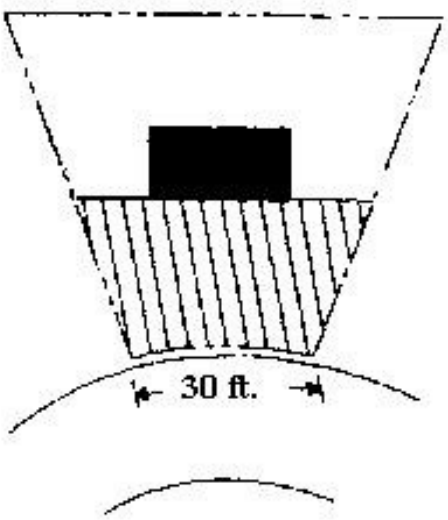


FIGURE 4-2

2. Subdivisions, short subdivisions, binding site plans, and lot line adjustments creating flag lots (with street frontages of less than thirty (30) feet) are subject to the following conditions:

   a. The project shall be designed to minimize the creation of flag lots.

   b. Adjoining flag lots shall share a common driveway wherever possible.

   c. All driveways accessing flag lots shall be designed to allow fire truck access to within one hundred fifty (150) feet of all exterior points of the building(s) on the lot(s), unless alternate forms of fire protection approved by the Chief of the Fire Department are provided, including but not limited to, sprinkler systems.

   d. The area of a flag lot which is less than thirty (30) feet in width shall not be considered part of the minimum lot area required in Table 4.04.

Proposal 41: Chapter 18.43 - Signs

Section 18.43.040 – Exemptions

B. No Permit Required. The following signs do not require a permit when sized and placed in conformance with this chapter:

1. Signs erected by government agencies to implement public policy.

2. Replacing only the face of an existing sign shall not be considered as either a new sign or a structural alteration and does not require a permit.

3. On-premise occupant name plates on residential dwelling units, provided size of name plates does not exceed three (3) square feet in area.

4. Changing of advertising on a legal changeable copy sign (readerboard).

5. Temporary non-commercial signs less than six (6) square feet in sign surface area on private property and installed less than four (4) feet above ground.

6. Normal maintenance of signs that does not change the appearance or size of the sign.

7. Real Estate Signs in conformance with this chapter (see 18.43.080) do not require a permit or Temporary Sign Agreement.

8. Temporary signs for which a Temporary Sign Agreement has been provided to the City.

9. Any signs required to be posted pursuant to the Olympia Municipal Code or any other local, State, or Federal regulation.

10. Any sign on a vehicle, unless such vehicle sign is prohibited pursuant to OMC 18.43.050.

11. Signs placed by the City in City parks or trails, or the Port of Olympia on port owned parks or trails property, in conformance with its standard practices and policies.

12. Signs painted directly on a building.

Proposal 42: Chapter 18.43 – Sign Code

Section 18.43.130 – Residential Sign Zone

Table 43-8: Permanent Signs for Residential Uses in Residential Sign Zone

Permanent Signs – Residential Uses (Not Including Apartment Complexes)		
Home Occupation Businesses and Short-Term Rentals	Up to two (2) square feet, flush mounted near entrance	One (1) per licensed Home Occupation business or short-term rental only
Home Occupation Business abutting west side of 300 and	Up to five (5) square feet if flush mounted near entrance or up to	One (1) per licensed Home Occupation business only

Table 43-8: Permanent Signs for Residential Uses in Residential Sign Zone

Permanent Signs – Residential Uses (Not Including Apartment Complexes)		
400 blocks of West Bay Drive NW	five (5) square feet per side if freestanding	
Development Identification Signs	Freestanding Sign for Residential Subdivisions, up to 50 square feet (or 25 square feet per side).	One (1) per street frontage which has an entry to the development
Permanent Signs – Non-Residential Uses and Apartment/Multifamily Complexes		
Identification signs for non-residential uses	One (1) freestanding or building mounted sign per driveway access from a street. If freestanding, maximum height is four (4) ft.	• Academic schools – up to 100 sq. ft. maximum; • Other Uses: Up to 24 sq. ft. in size (12 sq. ft. per side if double-sided).
Secondary wall signs for non-residential uses	1 per exterior public entrance to the building	Up to 12 square feet of sign area to identify the primary destination of the entrance (e.g. office, library, gymnasium sanctuary).
Identification Signs for Apartment/Multifamily Complexes	Building mounted sign (flush mounted only) or Freestanding sign. • Multi-family uses - up to 16 sq. ft. maximum; Double sided signs: 1/2 the max.	1 per use. Except multi-family uses ~~in RM-18, RM-24 & RMH~~: 2 signs are permitted where there are entrances off 2 public rights-of- way.
Identification Signs for Individual Uses in Multiple Occupancy Buildings	Building mounted sign to be flush mounted only. • Academic schools – up to 100 sq. ft. maximum; • Multi-family uses - up to 16 sq. ft. maximum; • All other uses - 24 sq. ft. maximum. Double sided signs: 1/2 the max.	
Driveway Entrance/Exit Signs	Freestanding only. 5 square feet total (2.5 square feet per side if double sided)	1 per driveway
Directional	18.43.070	
Public Service	18.43.070	

Proposal 43: Chapter 18.100 – Design Review

Section 18.100.060 – Projects Subject to Design Review

Note: The "background" text of this proposal was updated to reflect changes adopted in Ordinance 7444. The changes shown in red text are still proposed.

A. The following projects are subject to design review:

1. All residential uses in the Infill and Other Residential Design District and all commercial, mixed use, and large multifamily p~~P~~rojects within designated design review districts and corridors, as shown on the Official Design Review Map (See OMC 18.100.080);

2. Commercial projects adjacent to residential zones;

3. Commercial or residential projects for Heritage Register properties or those within an historic district;

4. Projects with a building area greater than 5,000 square feet that require a Conditional Use Permit in a residential zone;

5. Residential projects with 7 units or more;

6. Dwelling units on lots less than 5,000 square feet or on substandard lots;

7. Dwelling units proposed on lots within the area depicted on Figure 4-2a, "Areas Subject to Infill Regulations";

8. Master Planned Developments;

9. Manufactured housing parks;

10. All projects within scenic vistas as identified on the official maps of the City (See OMC 18.100.110); and,

~~12~~11. For the purpose of design review, projects within one of the Downtown Design Sub-Districts will be reviewed for consistency with the criteria in chapter 18.120 OMC only.

B. Exceptions: Evergreen Park PUD; interior work; projects or portions of projects which are not visible from a private or public street; and projects which do not affect the character, use, or development of the surrounding properties, or the architectural character of the structure, such as fences, parking lots with less than twenty (20) spaces or minor repair or renovation of, or minor additions to, existing structures.

Proposal 44: Chapter 18.100 – Commercial Design Criteria High Density Corridor (HDC)

Section 18.100.100 – How to Use Design Criteria

Note: The "background" text of this proposal was updated to reflect changes adopted in Ordinance 7444. The changes shown in red text are still proposed.

C. Design Review Criteria Chapters. Design criteria are separated into chapters, depending on whether the development is commercial or residential, and the location or type of that development, as outlined below.

18.105 Historic Structures and Buildings within the Historic Districts. This Chapter applies to structures listed on the Olympia Heritage Register, Washington Heritage Register, and the National Register of Historic Places, and all structures within a Historic District.

18.110 Basic Commercial Design Criteria. This chapter applies to all commercial projects throughout the City that require design review, in addition to the district-specific requirements found in the following chapters, as applicable. It also applies to projects with a building area greater than 5,000 square feet in gross floor area that require a Conditional Use Permit in a residential zone, to commercial projects adjacent to residential buildings, to commercial or residential projects. The design districts are shown on the Official Design Review Districts and Corridors.

18.120 Downtown Design Criteria. This chapter applies to all commercial, mixed use, and residential projects that require design review that are located in one of the Downtown Design Sub-Districts. Projects will be reviewed for consistency with the criteria in Chapter 18.120 only.

18.130 Commercial Design Criteria - High Density Corridors. This chapter applies to all projects that require design review that are located in the HDC districts and abut a design review corridor (see Design Review map).

18.135 Commercial Design Criteria - Residential Scale District. This chapter applies to all projects that require design review that are located in the Residential Scale ~~District~~Corridor.

18.140 Commercial Design Criteria - Auto Oriented District. This chapter applies to all projects that require design review that are located in the Auto Oriented District.

18.145 Commercial Design Criteria - Freeway Corridor. This chapter applies to all projects that require design review that are located in the Freeway Corridor District.

18.155 Commercial Design Criteria - West Bay Drive District. This chapter applies to all projects that require design review that are located in the West Bay Drive District.

18.170 Residential Design Criteria. Design criteria contained in this chapter (OMC 18.170.030 - 18.170.160) apply to all large multifamily residential buildings (i.e.

those with seven or more dwelling units) not specifically governed by chapter 18.175 OMC, and any development with 20 dwelling units or more on a site throughout the City. Projects of this type and size are reviewed by the Design Review Board.

18.175 Residential Design Criteria - Infill and other residential.

OMC 18.175.020 through OMC 18.175.060 of this chapter apply to all residential dwellings proposed on lots within the area depicted on Figure 4-2a in chapter 18.04 OMC; on lots less than 5000 square feet, or on substandard lots. OMC 18.175.080 and OMC 18.175.090 apply to accessory dwelling units ~~throughout the city~~in the infill regulations design district, including manufactured home accessory dwelling units. OMC 18.175.100 applies to cottage development.

18.180 Residential Design Criteria - Manufactured home parks. This chapter applies only to manufactured home parks.

Proposal 45: Chapter 18.100 – Design Review

Section 18.100.090 – Design Review Process

All projects subject to design review are reviewed either by the Design Review Board (DRB), the Joint Review Committee (JRC), or by staff as noted below. The DRB, JRC, or staff shall provide a recommendation to the review authority. The review authority shall give substantial weight to the recommendation of the DRB or JRC. (A project reviewed by the JRC is not also reviewed by the Heritage Review Committee.) For projects subject to Board level review (DRB or JRC), there is only one public meeting and it is for Concept Design Review at the time of Land Use Review. Detail Design Review will be conducted by staff at the time of building permit review. When land use is not required or is waived, all design review will be conducted by staff unless it is subject to review of the Joint Review Committee.

Proposal 46: Chapter 18.100 – Design Review

Section 18.100.110 – Submission Requirements

D. Time Limitations/Processing. Board level review will be combined with Land Use Review and will meet the timelines of the land use process~~Except in cases where the applicant agrees to an extension of time, the Design Review Board shall have a public meeting on an application for a major project within 30 days after an application is deemed complete~~ pursuant to chapter 18.70 OMC.

Proposal 47: Chapter 18.04 – Residential Districts

Section 18.04.060 – Residential districts' use standards

D. CHILD DAY CARE CENTERS.

1. Permitted Use. Child day care centers are permitted in the districts specified in Tables 4.01 and 5.01 subject to the following conditions:

   a. Child day care centers located in residences shall be separate from the usual living quarters of the family, or located in the portion of the residence used exclusively for children and their caregivers during the hours the center is in operation.

   b. Compliance with state licensing requirements.

   c. Prior to initiating child care services, each child care provider must file a Child Care Registration Form with the Department of Community Planning and Economic Development (forms are provided by the Department). The child care provider must demonstrate compliance with the applicable requirements of the code as listed on the Registration Form. No fee will be required for registration.

2. Accessory Use. A child day care center shall be considered an accessory use if it is sited on the premises of a community service use, such as a private or public school, grange, place of worship, community center, library, or similar adult gathering place and it is associated with that activity. Child care facilities for the exclusive use of employees of a business or public facility shall also be allowed as an accessory use of the business or facility. Prior to initiating operation of a child day care center, the operator must register with the City as specified in Subsection 1.

3. ~~Conditional Use. Child day care centers are allowed as a conditional use in the R-4, R-4-8, R-6-12 and MR-7-13 districts, subject to the requirements contained in Subsection A, and the following standard:~~

~~—~~For child day care facilities within a residence: No structural or decorative alteration is permitted which would alter the residential character of an existing residential structure used as a child day care center.

AA. RMH and UR DISTRICTS COMMERCIAL USE REQUIREMENTS.

1. With the exception of Child Care Centers, c~~C~~ommercial uses in the RMH District (see Table 4.01) shall only be allowed in mixed use buildings and shall not exceed five thousand (5,000) square feet in size.

2. With the exception of Child Care Centers, c~~C~~ommercial uses in the UR District (See Table 4.01) shall only be allowed in mixed use buildings and shall not exceed ten percent (10%) of gross floor area or five thousand (5,000) square feet in size, whichever is smaller.

3. In the UR District, on half block areas facing Union Street, office/commercial or other allowed uses equivalent to one story may be built when part of a housing project.

18.06.040 - TABLES: Permitted and Conditional Uses

TABLE 6.01 PERMITTED AND CONDITIONAL USES														
COMMERCIAL DISTRICT	**NR**	**PO/RM**	**GC**	**MS**	**UW**	**UW-H**	**DB**	**AS**	**CSH**	**HDC-1**	**HDC-2**	**HDC-3**	**HDC-4**	**APPLICABLE REGULATIONS**
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
1. EATING & DRINKING ESTABLISHMENTS														
Drinking Establishments			P		P	P	P		C 18.06.060(P)		P	P	P	
Drinking Establishments - Existing		P 18.06.060(GG)				P								
Restaurants, with drive-in or drive-through			P										P	
Restaurants, with drive-in or drive-through, existing			P				P 18.06.060(U)					C	P	
Restaurants, without drive-in or drive-through	P 18.06.060 (U)(3)	C	P	P 18.06.060 (U)(2)	P	P	P 18.06.060 (U)(1)	P	P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
2. INDUSTRIAL USES														
Industry, Heavy														

Industry, Light			C		P/C 18.06. 060(N)									
On-Site Treatment & Storage Facilities for Hazardous Waste					P 18.06. 060(Q)									
Piers, Wharves, Landings					P									
Printing, Industrial			C		P/C 18.06. 060(N)									
Publishing		C	C		P		P		C	C				
Warehousing			P		P/C 18.06. 060(AA)		P							
Welding & Fabrication			C		P/C 18.06. 060(N)		P							
Wholesale Sales		C 18.06. 060 (BB)(3)	P		P/C	18.06. 060(BB)		P		P	18.06. 060 (BB)(2)			
Wholesale Products Incidental to Retail Business			P		P	P						P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
3. OFFICE USES (See also SERVICES, HEALTH)														
Banks		P	P		P/C	P	P/C	P	P	P	P	P	P	

					18.06.060 (D)(2)	18.06.060 (D)(2)	18.06.060 (D)(2)					18.06.060 (D)(1)		
Business Offices		P	P		P	P	P	P	P	P	P	P	P	
Government Offices		P	P		P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
4. RECREATION AND CULTURE														
Art Galleries	P	P	P		P	P	P		P	P	P	P	P	
Auditoriums and Places of Assembly			P		P	P	P					P	P	
Boat Clubs					P	P								
Boating Storage Facilities					P			P						
Commercial Recreation		C	P		P	P	P	P		C	C	P	P	
Health Fitness Centers and Dance Studios	P	P 18.06.060(L)	P	P	P	P	P	P	P	P 18.06.060(L)	P 18.06.060(L)	P	P	
Libraries	C	C	C	C	P	P	P		P	C	P	P	P	18.04.060(V)
Marinas/Boat Launching Facilities					P 18.06.060(CC)	P								
Museums		C	P		P	P	P		P	C	C	P	P	18.04.060(V)
Parks, Neighborhood	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)

Parks & Playgrounds, Other	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)
Theaters (Drive-in)			C											
Theaters (No drive-ins)			P		P	P	P				C	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
5. RESIDENTIAL														
Apartments		P	P	P 18.06.060(T)	P	P	P		P	P	P	P	P	
Apartments above ground floor in mixed use development	P	P	P	P 18.06.060(T)	P	P	P		P	P	P	P	P	
Boarding Houses		P	P	P 18.06.060(T)	P	P	P		P	P	P	P	P	
Cooperative - Housing		P	P			P	P			P	P		P	
Duplexes	P	P	P	P 18.06.060(T)			P		P	P	P		P	
Fraternities, Dormitories		C	P	P 18.06.060(T)	P	P	P		P	C	P	P	P	
Group Homes (6 or less)	P	P	P 18.06.060(K)	P 18.06.060(T)	P	P	P 18.06.060(K)		P	P	P	P 18.06.060(K)	P 18.06.060(K)	18.04.060(K)

Group Homes (7 or more)	C	C	C 18.06. 060(K)	C 18.06. 060(T)	C	C	C 18.06. 060(K)		C	C	C	C 18.06. 060(K)	P 18.06. 060(K)	18.04.060(K)
Mobile or Manufactured Homes Park - Existing		C	C	C 18.06. 060(T)						C			C	18.04.060(P)
Quarters for Night Watch person/ Caretaker					P	P								
Retirement Homes		P	P	P 18.06. 060(T)	P	P	P		P	P	P	P	P	
Single-Family Residences	P	P	P	P 18.06. 060(T)			P		P	P	P	P	P	
~~Single Room Occupancy Units~~Co-Living Housing		P	~~C~~P	P	P	P	P		P	P	P	P	~~C~~P	18.04.080(HH)
Townhouses	P	P	P	P 18.06. 060(T)		P	P		P	P	P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
6. RETAIL SALES														
Apparel and Accessory Stores			P		P	P	P					P	P	
Boat Sales and Rentals			P		P	P	P	P					P	

Building Materials, Garden and Farm Supplies	P		P		P	P	P					P	P	
Commercial Greenhouses, Nurseries, Bulb Farms	C	C 18.04. 060 (G)	C	C					C		P	P		18.04.060(G)
Food Stores	P	P 18.06. 060(H)	P		P	P	P		P	P 18.08. 060(H)	P	P	P	
Furniture, Home Furnishings, and Appliances			P		P	P	P				P	P	P	
Gasoline Dispensing Facilities accessory to a permitted use	P 18.06. 060 (W)(4)		P		P 18.06. 060(W)		P 18.06. 060 (W)(2)	P				P 18.06. 060(W)	P 18.06. 060 (W)	
Gasoline Dispensing Facility accessory to a permitted use - Existing	P 18.06. 060(W)		P		P 18.06. 060(W)		P 18.06. 060(W)				P	P 18.06.0 60(W)	P	
General Merchandise Stores	P	P 18.06. 060(J)	P		P	P	P			P 18.06. 060(J)	P	P	P	
Mobile, Manufactured, and Modular Housing Sales			P											
Motor Vehicle Sales			P				P	P					P	

Motor Vehicle Supply Stores			P		P	P	P	P			P	P	P	
Office Supplies and Equipment		P 18.06. 060(DD)	P		P	P	P		P	P 18.06. 060(DD)	P	P	P	18.06.060(CC)
Pharmacies and Medical Supply Stores	P	P 18.06. 060 (EE)	P	P	P	P	P		P	P 18.06. 060(EE)	P	P	P	18.06.060(DD)
Specialty Stores	P 18.06 .060 (Y)(3)	P 18.06 .060 (Y)(4)	P	C 18.06. 060 (Y)(2)	P	P	P			P 18.06. 060 (Y)(4)	P	P 18.06. 060 (Y)(1)	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
7. SERVICES, HEALTH														
Hospitals				P			P		P					
Nursing, Congregate Care, and Convalescence Homes	C	C	C	P			C		C	C	C	P	P	18.04.060(S)
Offices, Medical		P	P	P	P	P	P	P	P	P	P	P	P	
Veterinary Offices/Clinics			P								P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
8. SERVICES, LODGING														
Bed & Breakfast Houses (1 guest room)	P	P 18.06. 060(E)	P 18.06. 060(E)	P 18.06. 060(E)	P	P	P			P	P	P	P	18.04.060(L)(3)(c)

Bed & Breakfast Houses (2 to 5 guest rooms)	C	P 18.06. 060(E)	P 18.06. 060(E)	P 18.06. 060(E)	P	P	P		C	P	P	P	P	18.04.060(L)(3)(c)
Hotels/Motels			P	C	P		P		P				P	
Lodging Houses		P	P	P	P		P		P	P	P	P	P	
Recreational Vehicle Parks			P										P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
9. SERVICES, PERSONAL														
Adult Day Care Home	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)(3)(b)
Child Day Care Centers	~~C~~P	P	P	P	P	P	P	P	P	P	C	P	P	18.04.060(D)
Crisis Intervention	C	P	C	P			P		C	P	C	C	C	18.04.060(I)
Family Child Care Homes	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Funeral Parlors and Mortuaries		C	P				P			C		P	P	
Laundries and Laundry Pick-up Agencies	p	p	P	P	P	P	P			P	P	P 18.06. 060(O)	P	
Personal Services	P	P	P	P	P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
10. SERVICES, MISCELLANEOUS														

Auto Rental Agencies			P		P	P	P	P			C	P	P	
Equipment Rental Services, Commercial			P		P		P				P	P	P	
Equipment Rental Services,														
Commercial - Existing		P 18.06. 060 (FF)												
Ministorage			P				P							
Printing, Commercial	P	P	P		P	P	P		P	P	P	P	P	
Public Facilities (see also Public Facilities, Essential on next page)	C	C	C	C	P	C	P	P	P	C	C	C	C	18.04.060(V)
Radio/T.V. Studios		P	P		P	P	P		P	P	P	P	P	
Recycling Facilities	p	P	P	P	P		P		P	P	P	P	P	18.06.060(V)
School - Colleges and Business, Vocational or Trade Schools		C	P		P	P	P		P	C	C	C	P	18.06.060(X)
Service and Repair Shops			P				P	P				P	P	
Service Stations/Car Washes			P				P 18.06. 060(W)	P				P 18.06. 060(W)	P 18.06. 060 (W)	

Service Stations/Car Washes - Existing			P		P 18.06.060(W)		P 18.06.060(W)				P	P 18.06.060(W)	P 18.06.060 (W)	
Servicing of Personal Apparel and Equipment	P	P	P		P	P	P			P	P	P	P	
Truck, Trailer, and Recreational Vehicle Rentals			P					P						
Workshops for Disabled People	C	C	C	C	P	C	P		C	C	C	C	C	18.04.060(R)
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
11. PUBLIC FACILITIES, ESSENTIAL														
Airports			C										C	18.06.060(G)
Inpatient Facilities		C	C	C 18.06.060(T)	C		C		C	C	C	P	P	18.06.060(G) 18.04.060(K)
Jails			C		C		C		C				C	18.06.060(G)
Mental Health Facilities			C	C 18.06.060(T)	C		C						C	18.06.060(G) 18.04.060(K)
Other Correctional Facilities		C	C	C 18.06.060(T)	C	C	C		C	C	C	C	C	18.06.060(G)
Other facilities as designated by the Washington State Office of Financial Management,		C	C		C		C			C	C	C	C	18.06.060(G)

except prisons and solid waste handling facilities														
Radio/TV and Other Communication Towers and Antennas	C	C	C	C	C	C	C	C	C	C	C	C	C	18.06.060(G) 18.44.100
Sewage Treatment Facilities	C	C	C	C	P		P		C	C	C	C	C	18.06.060(G) 18.04.060(X)
State Education Facilities		C	C		C		C		C	C	C	C	C	18.06.060(G) 18.06.060(X)
State or Regional Transportation Facilities	C	C	C	C	C	C	C		C	C	C	C	C	18.06.060(G)
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
12. TEMPORARY USES														
Entertainment Events			P		P	P	P						P	
Off Site Contractor Offices	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(DD)
Emergency Housing	P	P	p	P	P			P	P	P	P	P	P	18.04.060(DD)
Fireworks, as determined by Fire Dept.			P		P	P	P				P	P	P	9.48.160

Mobile Sidewalk Vendors		P	P	P	P	P	P			P	P	P	P	
Parking Lot Sales			P		P	P	P	P			P	P	P	
Residences Rented for Social Event (6 or less in 1 year)	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(DD)
Residences Rented for Social Event (7 or more in 1 year)	C	C	C	C	C	C	C		C	C	C	C	C	
Temporary Surface Parking Lot		P	P		P	P	P		P					
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
13. OTHER USES														
Accessory Structures/Uses														
Adult Oriented Businesses			P										P	18.06.060(B)
Agriculture	P	P	P	P					P	P	P	P	P	
Animals	P	P	P	P	P	P	P		P	P	P	P	P	18.06.060(C)
Cemeteries	C	C	C	C					C	C	C		C	
Conference Center			P		P	P	P						P	
Fraternal Organizations		P	P		P	P	P		P/C 18.06.060(I)	P	P	P	P	

Gambling Establishments			C											
Garage/Yard/ Rummage and Other Outdoor Sales	P	P	P	P	P	P	P		P	P	P	P	P	5.24
Home Occupations	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Parking Facility, Commercial		P	P		P	P	P 18.06. 060(S)			P	P	P 18.06. 060(S)	P	18.04.060(V)
Places of Worship	C	C	P	C	P	P	P		C	C	C	P	P	18.04.060(U)
Racing Pigeons	C	C	C	C					C	C	C	C	C	18.04.060(Y)
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
Schools	C	C	P	C	C	C	C		C	C	C	P	P	18.04.060(DD)
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communications Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44

LEGEND			
P = Permitted Use	PO/RM = Professional Office/Residential Multifamily	GC = General Commercial	HDC-1=High Density Corridor-1
MS = Medical Services		UW = Urban Waterfront	HDC-2=High Density Corridor-2
DB = Downtown Business	AS=Auto Services	UW-H = Urban Waterfront-Housing	HDC-3=High Density Corridor-3
C = Conditional Use	NR = Neighborhood Retail	CSH = Commercial Services-High Density	HDC-4=High Density Corridor-4

2026 Proposed Code Amendments
City of Olympia

The City of Olympia is proposing amendments to the Olympia Municipal Code (OMC). This document is a companion to the proposed amendments, intended to provide information about each of the 47 requested amendments and the outcome, if approved. Page numbers provided correspond to the first public draft of the proposal.

For more information, please contact Joyce Phillips at jphillip@ci.olympia.wa.us or 360.570.3722.

#	Page #	Request by:	Purpose	Outcome
1	Page 1	CPED	Treat all residential zoning districts the same regarding parking. Acknowledge there are more than 3 residential zoning districts.	Treat all residential neighborhoods the same way for parking enforcement.
2	Page 2	OFD	Remove definition of bulk storage	Remove definition.
3	Pages 2-3	OFD	Remove an exception related to access roadways	Remove an exception that was causing "gray" areas and instead rely on access standards.
4	Page 3	OFD	Clarify that Section 16.32.053 – Chapter 9 refers to Commercial Type Hoods.	Section title renamed to Commercial Type Hoods. Helps make it easier for people to find code language related to commercial type hoods.
5	Page 3	OFD	Clarify which parts of the International Fire Code are not adopted by Olympia.	Clarify that Appendix A, Appendix C, and Appendix J are not applicable in Olympia.
6	Pages 3-5	OFD	Clarify when fire alarms are required.	Remove a specific requirement that states that manual fire alarm stations shall be located within 5 feet of all required exits on each floor level and from the structure; add language that applies when certain types of automatic fire sprinkler systems are present in some building types (Group R).
7	Pages 6-8	State Required (HB1096)	Add provisions to the subdivision code to allow "lot splitting"	Add provisions to the subdivision code to allow lot splitting as a type of subdivision.

#	Page #	Request by:	Purpose	Outcome
8	Page 8	CPED	Expand the purpose statement of Title 18 to include renewable energy systems and the reduction of greenhouse gas emissions.	Add provisions to the purpose statement of Title 18 regarding renewable energy systems and the reduction of greenhouse gas emissions.
9	Page 9	CPED	Clarify that "shall" and "must" are requirements within the code; remove the year (1986) in regard to the official dictionary used when considering ordinarily accepted meanings	Clarify that "shall" and "must" are requirements within the code; remove the year (1986) in regard to the official dictionary used when considering ordinarily accepted meanings
10	Pages 9-10	CPED	Clean up language in the code about how to address properties that are divided into more than one zoning district.	The property will be reviewed based on a consolidated site plan that uses one of the two zones for development.
11	Pages 10-11	CPED	Add new definitions	Definitions for adjacent, floor area ratio, solar energy system, solar photovoltaic system, grid-connected solar energy system, roof-mounted solar energy system, Ground-mounted solar energy system as accessory and primary uses, and revisions to property line definitions are provided.
12a	Page 12	CPED	Address "large multifamily" as a permitted use, but one that is different than other housing types given the number of units allowed per lot.	Clarify that large multifamily developments are only allowed in higher density zones. This closes an unintended loophole that may have been construed to allow more than 6 units per lot on larger lots in lower density residential zoning districts.
12b	Page 13	State Required (SB 5509)	Address where child day care centers are allowed.	Allow child day care centers in all residential zoning districts.
13	Page 18	CPED	Remove limitation of the number of people cared for in a Hospice Care Center in two zoning districts.	Remove the limitation of the number of people cared for in a Hospice Care Center. Rely on state license.
14	Pages 18-19	State Required (See RCW 35A.21.440)	Address new state requirements for adding housing units in existing buildings.	Address new state requirements for adding housing units in existing buildings. Affects 18.04 – Residential Districts and 18.06 – Commercial Districts.

#	Page #	Request by:	Purpose	Outcome
15	Page 19	CPED	Address temporary surface parking lot language to add clarity.	Clarify that provisions for temporary surface parking areas are applicable to such lots only when they were previously approved/permitted.
16	Pages 23-24	CPED	Clarify that Hard Surface bonus is available to projects that meet applicability of 18.04.080.k.1.b, not all of 18.04.080.K.1; and that land areas that are submerged for all or part of the year do not count toward the developable land area of the lot.	Clarify that Hard Surface bonus is available to projects that meet applicability of 18.04.080.k.1.b, not all of 18.04.080.K.1; and that land areas that are submerged all or part of the year do not count toward the developable land area of the lot.
17	Pages 25-38	CPED	Clean up the table to increase readability, address new category of "large multifamily", and make changes to match format of the related table in the residential districts chapter.	Clean up the table to increase readability, address new category of "large multifamily", and make changes to match format of the related table in the residential districts chapter. One example: Building coverage is removed and impervious surface and hard surface limits will determine coverage allowed.
18	Page 39, 49-50	State Required (See RCW 36.70A.813 and RCW 36.70A.815)	Address when maximum building height can be exceeded to allow for roof-mounted solar energy panels and when upper story stepbacks and façade modulation cannot be required.	Address when maximum building height can be exceeded to allow for roof-mounted solar energy panels and when upper story stepbacks and façade modulation cannot be required.
19	Pages 50-51	CPED	Provide Hard Surface Coverage allowances currently provided for in residential areas in commercial areas when certain requirements are met.	Provide Hard Surface Coverage allowances currently provided for in residential areas in commercial areas when certain requirements are met.
20	Page 51	CPED	Require the 10 foot maximum front yard setback only along design review corridors or on streets designated as arterials.	Removes the 10 foot maximum setback from lower intensity streets that carry lower traffic volumes. The intention is to have buildings oriented to and close to sidewalks for high traffic streets, but currently the provision applies to all streets.
21	Pages 51-52	Historic Pres.	Update the purpose and intent language.	Update the purpose and intent language to better match the inclusive values of the City.

#	Page #	Request by:	Purpose	Outcome
22	Page 52	Historic Pres.	To update Heritage Commission requirements in code to reflect how the commission operates in order to be uniform with the City's Advisory Body requirements.	Reduce the number of members on the Heritage Commission from 11 to 9 members. This is similar to other advisory committees and may help make it easier to keep the positions filled.
23	Page 52	Historic Pres.	Modify the language about the composition of Commission members in order to reduce the commission's potential for being out of compliance in the case that recruitment is not able to bring in specific subject matter experts.	Reduce the requirement for 4 of the members (down to 2 members) to have specific professional requirements. This may help make it easier to keep the commission positions filled.
24	Page 53	Historic Pres.	Route the reader to the general rules that the heritage commission follows as one of the many advisory bodies of the City to provide more information on terms of appointment.	Add citation to advisory committee code language.
25	Pages 53-54	Historic Pres.	Clarify that the Olympia Heritage Commission must maintain the local Olympia Heritage Register, but does not maintain the State or National register. Alter language to add clarity on process. Remove mentions of references that are no longer applicable..	Add clarifying language about the Heritage Commission powers and duties.
26	Page 54-55	Historic Pres.	Correct code to reflect the City's advisory body procedures that are in practice to be in compliance with City's standards at a larger level.	Add citation to policy on Community-Member Advisory Boards, Commissions and Committees (See OMC 2.100.040).
27	Page 55	Historic Pres.	Amend section name	Amend section name to clarify applicability to the Olympia Heritage Register.
28	Page 55-57	Historic Pres.	Amend section title and add clarification to code language to clarify that the City only maintains our local register, but does not have jurisdiction to maintain or regulate the state or national registers.	Amend language to apply to the Olympia Heritage Register and local historic districts.

#	Page #	Request by:	Purpose	Outcome
29	Page 57	Historic Pres.	Update language to remove reference to obsolete policy.	Remove reference to SEPA Mitigation Policy for Olympia Historic Resources.
30	Pages 57-58	Historic Pres.	Update language	Update language to better align with OMC 18.70, which identifies administration of various permit types, and current terminology.
31	Page 58	Historic Pres.	Update language	Update language to better align with OMC 18.70, current terminology, and current processes.
32	Pages 59-60	CPED	Require that landscaping plans include the location of underground utility lines and equipment; and irrigation plans, if applicable for the project.	Require that landscaping plans include the location of underground utility lines and equipment; and irrigation plans, if applicable for the project.
33	Page 60	CPED	Address parking exemptions in OMC 18.38.	Address parking exemptions in OMC 18.38.
34	Pages 61-62	State Required (See RCW 36.70A.622)	Address certain parking provisions.	Add residential parking provisions as required by Washington State.
35	Page 62	CPED	Address commercial parking provisions in the Downtown Parking Exemption Area.	All structures and uses shall be exempt from the vehicle parking standards but new buildings over 3,000 sq. ft. of gross leasable area shall provide bicycle parking.
36	Page 62	CPED	Clarify that if bicycle or vehicle parking is provided, even if it is not required, that it shall meet standards.	Clarify that if bicycle or vehicle parking is provided, even if it is not required, that it shall meet standards.
37	Pages 63-68	CPED	Address fence and hedge standards to point out additional provisions that apply to some properties.	Add that for properties located in the Downtown Design Review District to see OMC 18.120.370. For other properties that may have a Master Plan approval, such as Briggs Village, to see adopted regulations.
38a	Page 69	CPED	Clarify that some mechanical equipment is allowed in side yard setbacks.	Clarify that mechanical equipment is allowed in side yard areas and may exceed 30 inches in height.

#	Page #	Request by:	Purpose	Outcome
38b	Page 70	State Required (See RCW 35A.21.440, RCW 35.21.990, HB 1042, & HB 1757)	Add provisions for the retrofit of existing buildings when changing to add new housing units.	Clarify when certain energy efficiency measures are allowed to extend into setback areas when existing buildings are being converted into residential units.
39	Pages 70-71	CPED	Add clarifying language to noise standards regarding construction activity.	Add clarifying language to noise standards regarding construction activity.
40	Pages 71-72	CPED	Identify the City's preference for each lot to have at least some street frontage, such as by creating a "flag lot".	Identify the City's preference for each lot to have at least some street frontage.
41	Pages 72-73	CPED	Clarify that signs painted on the side of a building do not require a building permit.	Clarify that signs painted on the side of a building do not require a building permit.
42	Pages 73-74	CPED	Allow multifamily complexes to have two signs.	Allow up to 2 signs when there is frontage on 2 public rights of way.
43	Page 75	CPED	Clarify that design review applies to "large multifamily" projects and to all residential projects in the Infill Design Review District. Clarify that design review is not required for projects that are not visible from a street.	Clarify that design review applies to "large multifamily" projects and to all residential projects in the Infill Design Review District. Clarify that design review is not required for projects that are not visible from a street.
44	Pages 76-77	CPED	Provide language clarifying when design review standards apply to development proposals.	Provide language clarifying when design review standards apply to development proposals.
45	Page 77	CPED	Clarify that when land use review is not required or is waived, all design review will be conducted by staff unless it is subject to review of the Joint Review Committee.	Clarify that when land use review is not required or is waived, all design review will be conducted by staff, unless it is subject to review of the Joint Review Committee.
46	Page 77	CPED	Clarify that when Board Level design review is required, the administration of the project will be processed in accordance with the timelines associated with the land use permit per OMC 18.70 (Administration).	Clarify that when Board Level design review is required, the administration of the project will be processed in accordance with the timelines associated with the land use permit per OMC 18.70 (Administration).

#	Page #	Request by:	Purpose	Outcome
47	Pages 77-91	State Required (See RCW 35A.21.440)	Allow child day care centers in all zoning districts except industrial zones.	Allow child day care centers in all zoning districts except industrial zones.

Olympia Planning Commission

April 6, 2026

Olympia City Council
PO Box 1967 Olympia
WA 98507-1967

SUBJECT: 2026 Code Amendments

Dear Mayor Payne and Councilmembers:

The Planning Commission recommends approval of the 2026 Code Amendments. The Commission had a briefing on the proposal on March 2, 2026. A public hearing was conducted on April 6, 2026, so the Commission could consider input from the public on the proposal as we completed deliberations.

The Commission voted to recommend approval of the Code Amendments. The commission would like to highlight the following suggestion for future consideration:

- Proposal #14F: During deliberations we discussed striking the "except ground floor commercial or retail that is along a pedestrian street". Removing this restriction would allow for more housing, while vacancies suggest that the city has sufficient commercial space. However, we concluded that removing the clause would require further study as it interacts with other goals (e.g. ground floor interaction on pedestrian streets). **We recommend that the clause be revisited this year during implementation of SB 6026 and other upcoming state requirements that also constrain the requirements of ground floor commercial and be informed by the recent vacancy study.**

Thank you for the opportunity to provide input for your consideration.

Sincerely,

Gregory R. Quetin

Greg Quetin
Chair

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

City Council

Approval of an Ordinance to Adopt Code Amendments Related to Title 18 - Unified Development Code

Agenda Date: 6/16/2026
Agenda Item Number: 4.P
File Number:26-0432

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

Title
Approval of an Ordinance to Adopt Code Amendments Related to Title 18 - Unified Development Code

Recommended Action
Committee Recommendation:
The Land Use and Environment Committee recommend approval of an Ordinance adopting Code Amendments related to Title 18 - Unified Development Code.

City Manager Recommendation:
Move to approve, on first reading and forward to second reading, an ordinance to adopt Code Amendments related to Title 18 - Unified Development Code.

Report
Issue:
Whether to approve, on first reading and forward to second reading, an ordinance to adopt Code Amendments related to Title 18 - Unified Development Code.

Staff Contact:
Casey Schaufler, Associate Planner, Community Planning and Economic Development, 360.753.8254

Presenter(s):
None - Consent Calendar Item.

Background and Analysis:
Staff regularly proposes amendments to the Olympia Municipal Code (OMC) to make updates, corrections, and clarifications, including amendments necessary to comply with new state requirements. During the multi-year Comprehensive Plan update process, staff identified several areas of the code that warranted future amendment but deferred work on those items until completion of the Comprehensive Plan update.

During that same timeframe, the Washington State Legislature adopted new laws requiring local code

amendments. Due to statutory timelines included in some of the legislation, several of the required amendments are highly specific and must be adopted within six months of the Comprehensive Plan update. As a result, some of the proposed code amendments must be completed by the end of June of this year.

This set of proposed amendments affects several different Titles within the OMC. The amendments originate from a variety of sources and operational needs. Some were requested by the Olympia Fire Department and relate to Title 16 (Buildings and Construction). Others were proposed by the City's Historic Preservation Planner and development review planners within the Community Planning and Development Department, affecting Title 10 (Vehicles and Traffic) and Title 18 (Unified Development Code). Additional amendments are necessary to comply with new state requirements and affect Title 17 (Subdivisions) and Title 18 (Unified Development Code).

Because several years passed without a comprehensive package of code amendments, and due to the need to address both accumulated updates and new state mandates, the 2026 amendment package is relatively extensive. In total, the package includes more than 40 proposed amendments that would modify four Titles in the OMC.

To improve organization and readability, staff arranged the amendments generally in the order in which they appear in the OMC. Each proposal is identified by number and includes the relevant code citation and topic area. Amendments are grouped by Title, and within each Title, proposals are organized by chapter and section order. To reduce the overall length of the document, only the specific subsections proposed for amendment are included.

To assist members of the public in understanding the purpose of each proposal and identifying which amendments are required by state law, staff also prepared a companion review document.

Planning Commission
The Planning Commission received a briefing on the proposed amendments in March and held a public hearing in April. No written comments were submitted, and no members of the public provided testimony during the hearing.

Following deliberation, the Planning Commission recommended approval of the amendments as proposed. During discussion, the Commission considered issues related to ground-floor retail requirements and the limitations those requirements may create for housing development in certain areas of Downtown Olympia. This language was not specifically proposed for amendment, but Commissioners are aware of it, the City's vacancy study work, and upcoming requirements for allowing ground-floor residential units in most of the City.

Ultimately, the Commission recommended revisiting the issue later this year as part of the implementation of SB 6026 and other forthcoming state requirements that may further limit local ground-floor commercial requirements. The Commission also recommended that future discussion be informed by the findings of the recent commercial vacancy study.

Land Use and Environment Committee
The Committee considered the proposed amendments at its meeting in May. The Committee recommends approval of the code amendments as proposed and understands the issues raised by the Planning Commission. Planning Commission Chair, Greg Quetin, was present to summarize the

Commission's deliberations and answer questions.

Climate Analysis:
These proposed amendments are relatively minor or additions to the code to address new state requirements. Staff do not believe these amendments will have a significant impact on climate related issues, either positively or negatively. Some of the amendments to implement new requirements do support urban land uses and the retrofitting of existing buildings being converted to residential uses that meet newer, more stringent, energy code requirements. These measures will provide some support for our community's efforts to reduce emission of greenhouse gases.

Equity Analysis:
These amendments are likely to only have a minimal effect on equity issues. Some of the amendments will provide support for the conversion of existing structures into residential uses. This could provide greater housing supply, which may help slow, or potentially reduce, the cost of housing for renters. If such projects are taken in areas where other incentives for multifamily housing exist, this could make housing projects more likely to occur.

Neighborhood/Community Interests (if known):
Staff received some questions regarding the proposed amendments when they were first issued in late February. Those questions led to the development of the review companion document and appear to have answered those questions. No additional inquiries were made and no public comments were received.

Financial Impact:
Funding for this work was supported through the department's existing base budget.

Options:
1. Move to approve, on first reading and forward to second reading, an ordinance to adopt Code Amendments related to Title 18 - Unified Development Code.
2. Move to approve, on first reading and forward to second reading, an ordinance to adopt Code Amendments related to Title 18 - Unified Development Code, with revisions.
3. Do not adopt an ordinance for Code Amendments related to Title 18 - Unified Development Code.

Attachments:
Ordinance
Proposed Code Amendments
Companion Review Document
Planning Commission Recommendation Letter

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING TITLE 18, UNIFIED DEVELOPMENT CODE, OF THE OLYMPIA MUNICIPAL CODE, TO EFFECTUATE MISCELLANEOUS CODE AMENDMENTS

WHEREAS, on February 23, 2026, the City of Olympia Community Planning and Economic Development Department proposed multiple minor amendments to various chapters in the Olympia Municipal Code, including in Title 18, Unified Development Code, of the OMC (the Proposed Amendments); and

WHEREAS, the Proposed Amendments were developed, in part, to address changes in state law adopted by the Legislature in the 2024 and 2025 Legislative sessions, and also to address technical issues identified by City Staff; and

WHEREAS, Notice of Application for the Proposed Amendments was routed to all Recognized Neighborhood Associations within the City of Olympia and to the Council of Neighborhoods Association on February 23, 2026; and

WHEREAS, on February 23, 2026, the Proposed Amendments were sent to the Washington State Department of Commerce Growth Management Services with the Notice of Intent to Adopt Development Regulation amendments as required by RCW 36.70A.106 and no comments were received from state agencies during the comment period; and

WHEREAS, on March 2, 2026, the Olympia Planning Commission received a briefing on the Proposed Amendments; and

WHEREAS, on March 11, 2026, the City of Olympia issued a Determination of Non-Significance pursuant to the State Environmental Policy Act (SEPA) on the Proposed Amendments; and

WHEREAS, on March 25, 2026, notice of the public hearing for the Proposed Amendments was provided to all Recognized Neighborhood Associations with the City of Olympia pursuant to Chapter 18.70 OMC, Public Notification; and

WHEREAS, on March 25, 2026, notice of the public hearing for the Proposed Amendments was provided to all Parties of Record pursuant to Chapter 18.70 OMC, Public Notification; and

WHEREAS, on March 27, 2006, a legal notice was published in *The Olympian* newspaper regarding the date of the Olympia Planning Commission's public hearing on the Proposed Amendments; and

WHEREAS, on April 6, 2026, the Olympia Planning Commission received a briefing, held a public hearing, and deliberated the Proposed Amendments; and

WHEREAS, there were no written or oral public comments or testimony received on the Proposed Amendments; and

WHEREAS, following the public hearing and deliberations, on April 6, 2026, the Planning Commission provided to the City Council its recommendation to amend multiple chapters in Title 18, Unified Development Code, of the Olympia Municipal Code (OMC), as proposed; and

WHEREAS, the Proposed Amendments are consistent with the Olympia Comprehensive Plan and other chapters of Title 18 OMC; and

WHEREAS, the Proposed Amendments have been reviewed pursuant to the Rezones and Text Amendments process outlined in Chapter 18.70 OMC; and

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

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

Section 1. Amendment of OMC 18.02.040. Olympia Municipal Code Section 18.02.040 is hereby amended to read as follows:

It is the purpose of this Development Code to promote the health, safety, and general welfare by guiding the development of the city consistent with the comprehensive plan which is, in part, carried out by the provisions of this title. It is further intended to provide regulations and standards which will reduce greenhouse gas emissions, promote renewable energy systems, lessen congestion on the streets, encourage high standards of development, prevent the overcrowding of land, provide adequate light and air, ~~avoid excessive~~appropriately concentrate ~~concentration of~~ population consistent with state law and the Comprehensive Plan, and facilitate adequate provisions for transportation, utilities, schools, parks, and other public needs.

Section 2. Amendment of OMC 18.02.160(C). Olympia Municipal Code Subsection 18.02.160(C) is hereby amended to read as follows:

C. Use District Boundaries.

1. Land use district boundaries, unless otherwise indicated by natural land forms, are intended to follow lot lines or the centerline of streets and alleys as shown on the zoning map. Where the lot line location or street layout on the ground varies from that shown on the zoning map the designations shown on the map ~~shall~~ must be applied to carry out the intent and purpose of this title.

2. Land use district boundary lines ~~shall~~ extend parallel from their landward location to a point of intersection at the center of all bodies of water. Bodies of water include the Puget Sound and all rivers, streams, and lakes.

3. If the use district boundary line clearly divides a parcel of land having a single ownership of record ~~at the time this title became effective~~, all regulations from one of the zones applicable to the parcel apply to the entirety of~~all~~ such ~~property~~ parcel ~~shall~~must apply all regulations from one of the applicable zones affecting the site. ~~take the least restrictive classification within its general land use classification (residential, commercial, industrial), provided t~~The ~~property~~ parcel ~~is~~ must be developed with a consolidated site plan unless all proposed development is clearly and wholly located on the portion of the parcel in one and only one zoning district. ~~as one unit, and provided that a nonresidential use shall be permitted to extend into a residential use district only if that portion of the property lying within such district has an area less than 1,500 square feet or is of such shape that it cannot be occupied by a residence.~~

4. Except, if the use district boundary line divides a parcel zoned High Density Corridor-4 (HDC-4) which is located between Phoenix Street and Lilly Road, if the parcel of land is under a single ownership of record at the time this title became effective, and if the parcel is deeper than 400 feet as measured from Martin Way or Pacific Avenue, then that portion of the property beyond 400 feet ~~shall~~ must have the use and development standards of the General Commercial (GC) zoning district.

Section 3. Amendment of OMC 18.02.170(C). Olympia Municipal Code Subsection 18.02.170(C) is hereby amended to read as follows:

B. For the purposes of this title, unless it is plainly evident from the context that a different meaning is intended, certain words and terms are ~~herein~~ defined as follows:

1. The word "shall" or "must" is always mandatory, while the word "should" is not mandatory, and "may" is permissive.

2. Words in the present tense include the future, the singular includes the plural and the plural includes the singular.

3. The word "and" indicates that all connected items or provisions apply.

4. The word "or" indicates that the connected items or provisions may apply singularly or in any combination.

5. The term "either/or" indicates that the connected items or provisions ~~shall~~ must apply singularly but not in combination.

6. Where terms are not specifically defined, they ~~shall~~ have their ordinary accepted meanings within the context with which they are used. ~~Webster's Third New International Dictionary of the English Language, Unabridged, Copyright 1986, shall be considered in determining ordinarily accepted meanings.~~

Section 4. Amendment of OMC 18.02.180(A). Olympia Municipal Code Subsection 18.02.180(A) is hereby amended to read as follows:

A. DEFINITIONS - SPECIFIC.

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

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

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

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

Accessory Dwelling Unit. See Dwelling, Conventional.

Accessory Structure. A structure detached from the principal building located on the same lot and customarily incidental and subordinate to the principal building. Any part of the main building ~~which~~ that shares a common wall and roof is considered a part of that building. A building or portion thereof is not considered attached if the attachment is by a covered breezeway. (See also Subordinate.) Examples of accessory structures include garages, sheds, and ground-mounted solar photovoltaic systems.

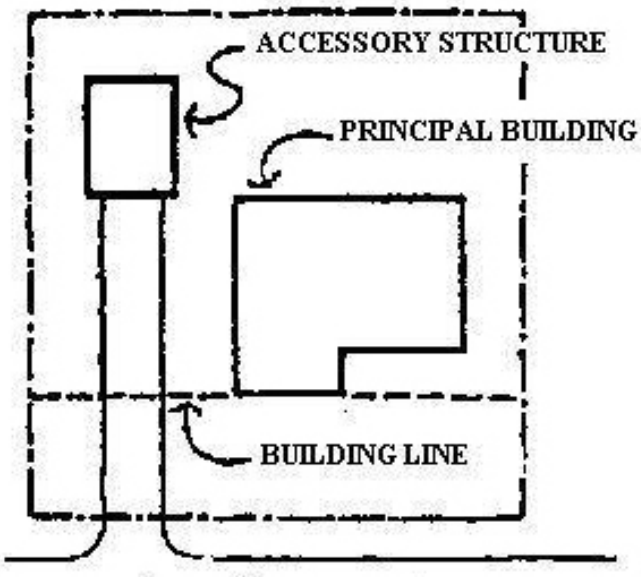


FIGURE 2-1

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

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

Adjacent. Next to or adjoining something else. Adjacent properties need not share a common boundary if divided by a road or other natural feature. See abutting.

Adult Day Care Home. See Dwelling, Assisted Living.

Adult Entertainment.

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

b. Any exhibition, performance, or dance of any type conducted in a premises where such exhibition, performance, or dance is distinguished or characterized by a predominant emphasis on the depiction, description, simulation of, or relation to, the following specified sexual activities:

    i. Human genitals in a state of sexual stimulation or arousal;

    ii. Acts of human masturbation, sexual intercourse, or sodomy; or

iii. Fondling or other erotic touching of human genitals, pubic region, buttocks, or female breast; provided, adult entertainment and specifically the "depiction, description, simulation of, or relation to" sexual activities described above, ~~shall~~ may not be construed to include any form of actual sexual conduct as defined in this section.

c. Any exhibition, performance, or dance intended to sexually stimulate any patron and conducted in a premises where such exhibition, performance, or dance is performed for, arranged with, or engaged in with fewer than all patrons on the premises at that time, with separate consideration paid, either directly or indirectly, for such performance exhibition or dance. For purposes of example and not limitation, such exhibitions, performances, or dances are commonly referred to as table dancing, couch dancing, taxi dancing, lap dancing, private dancing, or straddle dancing.

Adult-Oriented Business. ~~Shall mean~~ Means the following businesses:

a. Adult arcade. An establishment containing any individual viewing areas or booths, where, for any form of consideration, including a membership fee, one or more still or motion picture projectors, slide projectors, or similar machines, or other image producing machines are used to show films, motion pictures, video cassettes, slides, or other photographic reproduction of sexual conduct, or adult entertainment.

b. Adult cabaret. A night club, bar, restaurant, theater, or auditorium, or similar commercial establishment, whether or not alcoholic beverages are served, which presents adult entertainment.

c. Adult motel. A hotel, motel, or similar commercial establishment which:

i. Offers sleeping accommodation to the public for any form of consideration and, as a significant purpose of its business, provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction of or description of sexual conduct or adult entertainment and are not rated G, PG, PG-13, NC-13, NC-17, or R by the Motion Picture Association of America; or

ii. Offers a sleeping room for rent for a period of time that is less than ~~ten (~~10~~)~~ hours; or

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

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

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

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

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

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

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

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

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

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

Alteration, Critical Area. Any change to, addition to, or modification of an existing use, including any human activity that results or is likely to result in an adverse impact on the existing condition of a critical area or its buffer. "Alteration" does not include passive recreation such as walking, fishing or similar low impact activities.

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

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

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

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

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

Animal Kennel. See Kennel.

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

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

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

Antenna Element. Any antenna or antenna array.

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

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

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

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

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

Apartment. See Dwelling, Conventional.

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

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

Arcade. A covered walk with shops along one side and a line of arches or columns on the other side.
Archaeological Sites. Any site or location of prehistoric or historic significance including, but not limited to, burial sites, camp sites, rock shelters, caves and their artifacts, implements and remains of preexisting native Americans.

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

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

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

a. Would otherwise be regulated as hazardous wastes under RCW 70.105; and

b. Are not regulated as a hazardous waste under the Federal Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6910, et seq.

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

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

Auction. See Swap Meet.

Auditor. The Auditor of Thurston County, Washington.

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

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

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

Section 5. Amendment of OMC 18.02.180(C). Olympia Municipal Code Subsection 18.02.180(C) is hereby amended to read as follows:

C. DEFINITIONS—SPECIFIC.

Caliper. The American Association of Nurserymen standard trunk measurement of nursery stock. Caliper of the trunk is the trunk diameter measured six inches above the ground for up to and including four inch caliper size, and twelve inches above the ground for larger sizes.

Canopy. A permanent flat roof-like structure attached to and supported by a building, used principally as protection from sun and rain. The structure may or may not incorporate a sign.

Carport. A roofed structure providing space for the parking of motor vehicles, boats, recreational vehicles, or other equipment, and enclosed on no more than three sides.

Cemetery. Property used for the interment of the dead.

Certificate of Appropriateness. A letter or other document stating that proposed changes will not adversely affect the historic characteristics of the property that contribute to its designation.

Certificate of Occupancy. A permit issued by the Community Planning and Development Department prior to occupancy of a structure when the structure is ready for occupancy.

Change of Occupancy. A change in the existing occupancy classification of a building, structure, or land, or portion thereof, as established and defined by the Uniform Building Code then in effect. Land use approval by appropriate authority and a certificate of occupancy issued by the building official may be required for any such change.

Change of Use. A change in the use of a building or land that results in a different classification of use under this Development Code. If a particular land use is undefined by this Development Code, the most similar use listed in the Standard Industrial Classification (SIC) Manual must be used. A change of ownership may not be considered a change of use. (See also Thurston County Assessor SIC land use classifications.)

Child Day Care. The provision of supplemental parental care and supervision:

a. For an unrelated child or children,

b. On a regular basis,

c. For less than 24 hours a day, and

d. Under license by the Washington State Department of Social and Health Services.

As used in this Development Code, the term is not intended to include babysitting services of a casual, non-recurring nature or in the child's own home. Likewise, the term is not intended to include cooperative, reciprocative child care by a group of parents in their respective domiciles.

Child Care Home, Family. A facility in the residence of the licensee providing regular scheduled care for twelve or fewer children, within a birth through eleven-years-of-age range exclusively, for periods of less than 24 hours.

Child Day Care Center. A facility providing regularly scheduled care for a group of children one month of age through 12 years of age for periods less than 24 hours.

Church. A building or structure, or groups of buildings or structures, that by design and construction are primarily intended for conducting organized religious services and associated accessory uses, not including bingo or games of chance, nor schools which exceed normal religious service hours.

City. The City of Olympia.

City Council. The duly elected Mayor and Council Members of the City of Olympia.

Clear Sight Triangle. A triangular-shaped portion of land at street intersections in which nothing is erected, placed, planted, or allowed to grow in such a manner as to limit or obstruct the vision of vehicle operators entering or exiting the intersection. (See also chapter 18.40 OMC.)

Clearing. The destruction or removal of vegetation from a site by physical, mechanical, chemical, or other means, not including landscape maintenance or pruning consistent with accepted horticultural practices which does not impair the health or survival of trees and vegetation.

Clinic. A place for outpatient medical services to human patients.

Closed Record Appeal. An administrative appeal following an open record hearing on a project permit application when the appeal is on the record with no new evidence or information allowed to be submitted and only appeal argument allowed. [See RCW 36.70B.020(1)].

Club. An association of persons (whether or not incorporated) organized for some common purpose, not including a group organized primarily to render a service customarily carried on as a business. Retail warehouse buying clubs are not included in this definition. (See also Health Club and Country Club.)

Clustered Subdivision. A subdivision development in which building lots are sized to conform to the "footprint" of the structures and placed closer together than conventional development (usually in groups or clusters). The remaining undeveloped land is generally preserved as open space and/or recreation land. Private development easements around the structures are permitted for private landscaping, pools, spas, yards, and similar uses.

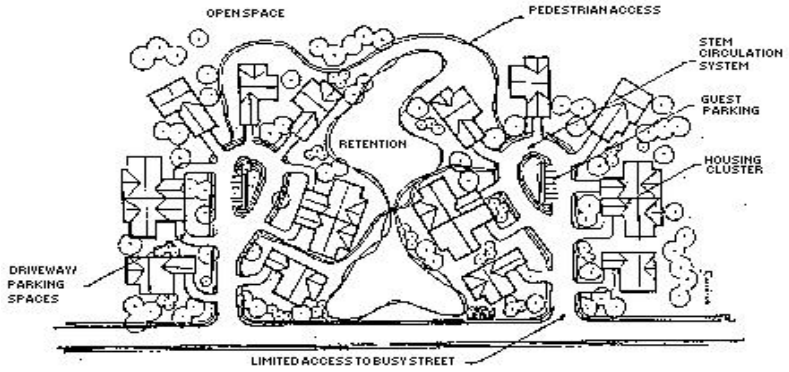


FIGURE 2-2

Cocktail Lounge. See Drinking Establishments.

Co-Living Housing. See Dwelling, Conventional.

Collegiate Greek System Residence. A building which is occupied by unrelated members of a private educational organization, and which contains sleeping rooms, bathrooms, common rooms, and a central kitchen and dining room. (See Dormitory.)

Collocation. The practice of installing and operating multiple wireless carriers, service providers, and/or radio common carrier licensees on the same antenna support structure or attached wireless communication facility using different and separate antenna, feed lines and radio frequency generating equipment.

Combined Antenna. An antenna or an antenna array designed and utilized to provide services for more than one wireless provider for the same or similar type of services.

Commercial Vehicle. A vehicle customarily used as part of a business for the transportation of goods or people.

Commission. The Planning Commission of the City of Olympia.

Common Structure. A commonly owned structure intended for the common use of all residents of the development which meets the requirements of OMC 18.04.060(F)(1).

Community Clubhouse. A privately owned structure in which inhabitants of a neighborhood or subdivision, or members of a neighborhood association, gather for meetings and other activities.

Community Park. An area intended for use by the community for active and/or passive recreation activities. Such parks may contain large areas such as lake fronts, parkways, forest areas, picnic areas, arts facilities, and regulation size athletic fields designed for organized competitive sports such as softball, baseball, or soccer.

Compensation. Types of compensation include, but are not limited to the following:

In-Kind. Replacement of a habitat type with substitute habitat whose characteristics closely approximate those destroyed or degraded by an allowable use or activity.

Off-Site. Replacement of a specific habitat type away from the site on which a habitat type has been impacted by an allowable use or activity.

On-Site. Replacement of a habitat type at or within 500 feet of the site on which the habitat type has been impacted by an allowable use or activity.

Out-of-Kind. Replacement of a habitat type with a substitute habitat type whose characteristics do not closely approximate those destroyed or degraded by an allowable use or activity.

Compensation Project. Actions necessary to replace project-induced losses to the functional values of a critical area, including land acquisition, planning, construction plans, monitoring and contingency actions.

Comprehensive Plan. The plan adopted by the City Council to guide the physical growth and improvement of the city, including any future amendments and revisions.

Community-scale solar energy system. A solar photovoltaic system that qualifies for the Washington Community Solar Incentives under RCW 82.16.170.

Conditional Use Permit. A discretionary permit granted under the provisions of this Development Code and which, when granted, authorizes a specific use to be made of a specific property, subject to compliance with all terms and conditions imposed on the permit.

Condominium. See Dwelling, Conventional.

Conference Center. A facility used for seminars, conventions, symposiums and similar uses, with meeting rooms and possibly food preparation and eating facilities.

Confidential Shelter. See Dwelling, Assisted Living.

Conforming Use. A land use consistent with the list of permitted uses for the district in which it is located, or otherwise designated as a conforming use in that district.
Congregate Care Senior Housing. See Dwelling, Assisted Living.

Consistency with Comprehensive Plan. Performance in accordance with and complying and conforming with state law and the Olympia Comprehensive Plan as determined by consideration of the type of land use, the level of development, infrastructure, and the character of the development. [See RCW 36.70B.040].

Construction Permit, SEPA-exempt. A construction permit or license exempt from the threshold determination and environmental impact statement requirements of the State Environmental Policy Act, such as an electrical, mechanical, plumbing or single-family building permit, and installation permits for lateral utility lines.

Contiguous Land. Parcels adjoining and touching other land and having the same owner regardless of whether or not portions of the parcels have separate tax lot numbers, were purchased at different times, lie in different sections, are different government lots or are separated from each other by private roads or private rights-of-way.

Contributing Historic Property. A property within a designated historic district listed as having enough historic significance to have been listed as a "contributing" property during the historic district approval process.

Convalescent Home. See Dwelling, Assisted Living.

Cornice. Any ornamental molding which protrudes along the top of a building.

Cooperative Housing. See Dwelling, Conventional.

Cottage Housing. See Dwelling, Conventional.

Country Club. A private or public membership facility designed for tennis, swim and other recreational activities except riding stables. Such uses and activities may be grouped around a clubhouse containing a restaurant, banquet and meeting room facilities. (See also Golf Course.)

County. Thurston County.

Courtyard. An open, unoccupied space, other than a yard, on the same lot with a building and bounded on two or more sides by the walls of a building.

Covenant. See Restrictive Covenant.

Coverage, Building. The portion of a lot covered by the principal and accessory building floor area including all areas covered by a weather-tight roof, excluding two feet of eaves.

Coverage, Impervious. The area which is occupied or covered by all impervious surfaces including the total horizontal surface of all buildings, except two feet of eaves. (See Net Site Area and Impervious Surface definitions.)

Crematorium. A facility that uses heat or fire to reduce human or animal remains to ashes.

Creek. See Stream.

Crisis Intervention Service. A mental health agency that offers 24 hour counseling, instruction and referral to persons in critical situations. This service is provided by telephone only and not in-person. Crisis intervention services are defined and regulated in Chapter 275-56-350 of the Washington Administrative

Code. Such facilities may be characterized by a need for location confidentiality. This is not defined as a Business Office nor a Government Office.

Critical Area. Any of the following areas and ecosystems:

a. Wellhead Protection Areas,

b. Important Habitats and Species,

c. Streams and Priority Riparian Areas,

d. Wetlands, and

e. Geological Hazard Areas.

Critical Area Tract. An area containing a critical area and/or buffer and that is subject to a recorded critical area protection restriction. (See Tract)

Culvert. A conveyance device (e.g., concrete box, pipe) which conveys water under (usually across) a roadway or embankment.

Section 6. <u>Amendment of OMC 18.02.180(F)</u>. Olympia Municipal Code Subsection 18.02.180(F) is hereby amended to read as follows:

F. DEFINITIONS - SPECIFIC.

FAA. The Federal Aviation Administration.

Facade. The vertical side or sides of a building facing city streets or pedestrian plazas.

Family. An individual, or two or more persons, living in a dwelling unit or a foster family home, or an adult family home, as defined under Washington State law or administrative code.

Farmers Market. See Swap Meet.

FCC. The Federal Communications Commission.

Feed Lines. Cables used as the interconnecting media between the transmission/receiving base station and the antenna of a WCF.

Fence. A physical barrier used to prevent entrance or exit, or to mark a boundary.

Filling or Fill. Any depositing or stockpiling of earth materials.

Final Approval. The final official action taken by the Review Authority on a proposed subdivision, short subdivision, binding site plan, large lot subdivision, dedication, or other application requiring City approval.

Flashing Sign. See Sign, Animated.

Flea Market. See Swap Meet.

Flood Hazard Area. Those lands having a one percent or greater chance of flooding in any one year.

Floor Area. See Gross Floor Area.

Floor Area Ratio (FAR). The ratio of floor area permitted on a zoning lot to the size of the lot. 1:1 means a one story building can cover the entire buildable area of the lot, except in the Urban Waterfront Housing District, 1 FAR of commercial is allowed, while the remainder of the building (up to the allowed zoning height) must be residential. Floor area ratio means a measure of development intensity equal to building square footage divided by the developable property square footage. Developable property excludes public facilities and portions of lots with critical areas and critical area buffers as designated in RCW 36.70A.060, except for critical aquifer recharge areas where a single-family detached house is an allowed use provided that any requirements to maintain aquifer recharge are met.

Flush-Mounted Antenna. Any antenna or antenna array attached directly to the face of the support structure or building such that no portion of the antenna extends above the height of the support structure or building. Where a maximum flush-mounting distance is given, that distance ~~shall~~ must be measured from the outside edge of the support structure or building to the inside edge of the antenna.

Food Stores. Stores primarily engaged in selling food and beverages for home preparation and consumption. It includes grocery stores; meat and fish markets, including freezer provisioners; fruit and vegetable markets; candy, nut, and confectionery stores; dairy products stores; retail bakeries; wine and beer shops; liquor stores; and miscellaneous stores specializing in items such as spices, coffee, or health foods. As an accessory use, a food store may also sell prepared products for on-site or off-site consumption.

Frequent Transit Routes. Transit routes for which the majority of bus stops have service four or more times per hour, for a minimum of 12 or more hours per day, for at least five days per week.

Front Wall. The wall of a structure nearest to the street upon which the structure faces, excluding cornices, canopies, eaves, or any other architectural embellishments.

Front Yard. See Yard, Front.

Frontage. The side(s) of a lot abutting a public rights-of-way.

Frontage Improvements. See Improvements.

Functions, beneficial functions or functions and values. The beneficial roles served by critical areas including, but not limited to: water quality protection and enhancement; fish and wildlife habitat; food chain support; flood storage, conveyance and attenuation, groundwater recharge and discharge; erosion control; wave attenuation; historical and archaeological value protection; and aesthetic value and recreation.

Funeral Parlors and Mortuaries. Businesses primarily engaged in conducting funerals and preparing the dead for burial, but not including crematoriums.

Furniture, Home Furnishings, and Appliance Stores. Businesses primarily engaged in the retail sale of goods used for furnishing the home, such as furniture, floor coverings, draperies, lighting fixtures, woodstoves, domestic cookstoves, refrigerators, and other household electrical and gas appliances. This category also includes rental of furniture, appliances, and the like. Consumer electronics such as televisions, stereo equipment, and personal computers are classified under Specialty Stores. Mini-computers and mainframe computers are classified under Office Supplies and Equipment Stores. (See also Specialty Stores.)

Section 7. Amendment of OMC 18.02.180(G). Olympia Municipal Code Subsection 18.02.180(G) is hereby amended to read as follows:

G. DEFINITIONS - SPECIFIC.

Gambling Establishment. A business primarily engaged in Class E and F (fee-charged and enhanced card room activities) and house-banked card games and similar activities as defined and regulated by the Washington State Gambling Commission.

Garage. An enclosed detached or attached accessory building which is primarily used for the parking of vehicles. (See also Parking Facility.)

Garage, Commercial. A structure, or portion thereof, used primarily for the parking and storage of motor vehicles and available to the general public. (See also Parking Facility, Commercial.)

Garage, Private. Any building or portion thereof accessory to, or within, the principal building, and which is used or intended to be used by persons residing on the premises for the storage or parking of motor vehicles, boats and other permitted uses. (See also Carport.)

Gas Station. See Service Station.

General Merchandise Stores. Stores which sell a number of lines of merchandise in one store, such as department stores, warehouse buying clubs, variety stores, country general stores, drug stores, and the like. A store which primarily sells only prescription and over-the-counter drugs is defined as a Pharmacy.

Geographic Search Ring. An area designated by a wireless provider or operator for a new base station, produced in accordance with generally accepted principles of wireless engineering.

Geologist. A person who has earned a degree in geology from an accredited college or university, or a person who has equivalent educational training and has experience as a practicing geologist.

Golf Course. A private or public facility with extensive outdoor grounds designed for playing golf (typically 9 or 18 holes). Accessory uses may include a clubhouse, tennis and swim activities, and a driving range, but not to include riding stables. (See also Country Club).

Grade. The finished ground level adjoining the building at the exterior walls.

Grade Plane. A reference plane representing the average of the finished ground level adjoining the building at all exterior walls. Where the finished ground level slopes away from the exterior walls, the reference plane must be established by the lowest points within the area between the building and the lot line or, where the lot line is more than six feet from the building between the structure and a point six feet from the building.

Grading. Any excavating or filling of earth materials or any combination thereof.

Greenhouse. A building whose roof and sides are made largely of glass or other transparent or translucent material and in which the temperature and humidity may be regulated for the cultivation of delicate or out-of-season plants for sale or personal enjoyment. (See also Nursery.)

Grid-connected solar energy system. A solar photovoltaic system that is connected to an electric circuit served by an electric utility company.

Grocery Store. A subcategory of food store which is primarily engaged in the retail sale of a wide variety of fresh foods, packaged foods and household supplies for preparation and consumption in the home. Commonly known as a supermarket, grocery store, or minimarket, this type of store sells such goods as tea, coffee, spices, sugar, flour and packaged foods; fresh and/or frozen fruits and vegetables; fresh and/or prepared meats, fish, and poultry; domestic cleaning products and paper goods; and miscellaneous small items for home use. See also "Food Stores." A store which also sells a wide variety of non-grocery items (such as automotive supplies, consumer electronics, hardware, building materials, apparel, sporting goods or the like) as a major part of its sales (i.e., 30 percent or more of its display area) is classified as a "general merchandise store."

Gross Acreage. The total area within the lot lines of a lot or parcel of land before public streets, easements or other areas to be dedicated or reserved for public use are deducted from such lot or parcel.

Gross Floor Area for non-Accessory Dwelling Units. The area included within the surrounding exterior finished wall surface of a building or portion thereof, exclusive of courtyards.

Gross Floor Area for Accessory Dwelling Unit(s). The interior habitable area of an accessory dwelling unit, including basements and attics, but not including a garage or accessory structure.

Ground Area. See Gross Acreage.

Ground Cover. A variety of grasses or other low growing plants often cultivated to reduce soil and wind erosion.

Ground-mounted solar energy system (Accessory Use). A solar photovoltaic system mounted on a rack or pole that is ballasted on, or is attached to, the ground and the system is accessory to the primary use.

Ground-mounted solar energy system (Primary Use). A solar photovoltaic system mounted on a rack or pole that is ballasted on, or is attached to, the ground and is the primary land use for the parcel(s) on which it is located. Primary use systems are permitted through a discretionary approval process.

Groundwater. Water in a saturated zone or stratum beneath the surface of land or below a surface water body.

Group Home. See Dwelling, Assisted Living.

Guest House. See Dwelling, Conventional.

Section 8. Amendment of OMC 18.02.180(P). Olympia Municipal Code Subsection 18.02.180(P) is hereby amended to read as follows:

P. DEFINITIONS – SPECIFIC.

Parcel. A parcel of land under one ownership that has been legally subdivided or combined and is shown as a single parcel on the most recent equalized assessment roll.

Park, Neighborhood. An area suited for passive and/or active family activities and play which may include facilities such as picnic table and shelters, barbecue pits, playground equipment, basketball backboards, small sized playfields, volleyball courts and tennis courts. Neighborhood parks can serve an urban design as well as recreational function and are a core feature of neighborhood centers.

Park, Public. A park, playground, swimming pool, beach, pier, reservoir, golf course or athletic field which is under the control, operation or management of the City, county, state, or federal government.

Parking, Combined. Two or more land uses or a multi-tenant building which merge parking needs to gain a higher efficiency in vehicular and pedestrian circulation.

Parking Facility or Lot. A land area, building or structure that is for the temporary parking or storage of vehicles for which a fee may or may not be charged, and where no service or repairs of any kind are furnished.

Parking Facility, Commercial. A parking facility available to the general public, for which a fee is charged on an hourly, daily, weekly, monthly, or other similar basis.

Parking, Shared. Two or more land uses or a multi-tenant building which merge parking needs based on different operating hours to gain a higher efficiency in vehicular and pedestrian circulation, economize space, reduce impervious surface and provide a superior grouping of building(s).

Parking Space. An area which is primarily intended for the temporary storage of vehicles and which meets the design requirements of this code.

Party of Record. The applicant and any person who prior to a decision has requested notice of the decision or submitted substantive comments on an application.

Passive Recreation. See Recreation, Passive.

Pedestrian-Oriented Business. A commercial enterprise whose customers commonly arrive at a business on foot, or whose signage, advertising, window display and entry ways are oriented toward pedestrian traffic. Pedestrian-oriented business may include restaurants, retail shops, personal service businesses, travel services, banks, (except drive-through windows), and similar establishments.

Pedestrian Plaza. An area between a building and a public street which promotes visual and pedestrian access onto the site and which provides pedestrian-oriented amenities and landscaping to enhance the public's use of the space for activities such as resting, gathering, reading and picnicking.

Pedestrian Street. Street devoted to uses and amenities which stimulate and reinforce pedestrian activities and visually interesting features at the pedestrian level. Uses are typically sidewalk oriented and physically and visually accessed by pedestrians from the sidewalks, are open during established shopping hours, generate walk-in pedestrian clientele and contribute to a high level of pedestrian activity. Such uses include, but are not limited to, retail shops, restaurants, personal services, day care facilities, banks, travel agencies, cinemas, theaters, amusement establishments, galleries, museums, public display spaces, drug stores, shoe repair shops, floral shops, hair shops, department stores, small hardware stores, and apparel shops. Visually interesting features include, but are not limited to, sculptures, display cases, landscaping, vendor stalls and carts, and architectural detailing.

Percolation. The downward flow or infiltration of water through the pores or spaces of rock or soil. (See also Impervious Surface.)

Performance Guarantee. A financial guarantee acceptable to the City Attorney to ensure all improvements, facilities, or work required by this ordinance will be completed in compliance with this ordinance, regulations, and approved plans and specifications.

Perimeter. The boundaries or borders of a lot, tract, or parcel of land.

Permeable pavement. Pervious concrete, porous asphalt, permeable pavers or other forms of pervious or porous paving material intended to allow passage of water through the pavement section. It often includes an aggregate base that provides structural support and acts as a stormwater reservoir.

Permitted Use. A use allowed by law in a use district and subject to the provisions applicable in that district.

Person. Any individual, firm, co-partnership, joint venture, association, social club, social organization, company, joint stock association, corporation, estate, trust, organization, business, business trust, public agency, school district, state or its political subdivisions or instrumentalities, syndicate or any group or combination thereof, acting as a unit, including any trustee, receiver or assignee.

Personal Services. A business primarily engaged in providing services generally involving the maintenance of the human body, or other services to one's person or household pets. Such businesses include, but are not limited to, barber and beauty shops, photographic studios, tanning parlors, pet grooming, and obedience training. This does not include Medical Offices, Kennels or Veterinary Clinics. (See also Health Fitness Centers and Dance Studios.)

Personal Wireless Service. Commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services, as defined in the Telecommunications Act of 1996 and 47 U.S.C. 332 and future amendments thereof.

Pervious Surface. A surface material that allows stormwater to infiltrate into the ground. Examples include lawn, landscape, pasture, native vegetation areas, and permeable pavements.

Pesticide. Any chemical that is used to kill pests, especially insects and rodents.

Pet, Traditional. Animals which can be house-broken, walked on a leash, are frequently, but not necessarily, housed within the residence, or as a class judged neither obnoxious nor to pose a public safety or health threat. Traditional pet birds include song birds and parrots.

Pharmacies and Medical Supply Stores. Businesses primarily engaged in the sale of prescription and over-the-counter drugs, plus perhaps vitamins, first-aid supplies, and other health-related products. It also includes firms primarily engaged in the sale of medical equipment such as orthopedic or prosthetic devices, or equipment for home health testing. Pharmacies which also sell a wide variety of other types of merchandise, such as beauty products, camera equipment, small consumer electronics, giftware, food items, greeting cards, toys, housewares, and/or cleaning supplies are commonly known as "drug stores," and are classified as General Merchandise Stores.

Pigeons, Performing and Racing. Pigeons which are raised and used in the sport, hobby or competition of performing or racing; which require being released for freedom of flight for purposes of training, maintaining physical conditioning or competitive performance; and which are identified by a leg band containing the name or initials of the owner, or with an identification or registration number stamped on said band. Specifically included in this category are flying tipplers, tumblers, rollers and homing or racing pigeons.

Plat. A map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets and alleys or other divisions or dedications.

Plat, Final. The final drawing or map of a subdivision and dedication, prepared for recordation with the County Auditor and containing all elements and requirements set forth in RCW Chapter 58.17 and in the City of Olympia Subdivision Ordinance.

Plat, Preliminary. A drawing of a proposed subdivision showing the general layout of streets and alleys, lots, blocks and other elements of a subdivision consistent with the requirements of this code. The preliminary plat furnishes a basis for approval or disapproval of a general layout for a subdivision.

Plat, Preliminary Approval. The official action approving a proposed division of land, normally subject to the installation of improvements or fulfillment of conditions prior to final approval.

Plat, Short. The map or representation of a short subdivision containing all pertinent information required by Titles 17 and 18 OMC, and other applicable ordinances.

Portable Classroom. An accessory building/structure used for public, private or parochial education, and located on the same site as the principal building of instruction.

Principal unit. The single-family housing unit, duplex, triplex, townhome, or other housing unit located on the same lot as an accessory dwelling unit. If this unit meets the ADU size provisions in OMC 18.04, this unit can be reclassified as an ADU and a newly built unit can be designated as the principal unit during or after the building of that new unit.

Principal Use. The primary or predominant use of any lot, building or structure.

Printing, Commercial. This includes shops specializing in printing small jobs for business clients or the general public, such as photocopying, offset printing, or screen printing of documents, announcements, business cards, or the like. This also may include blueprinting, computer plotting, and similar business services. These shops may engage in typesetting, photoengraving, plate-making, and other printing functions incidental to their primary activity; however, if they are primarily engaged in these functions as a service to other printing businesses, they are classified under Industrial Printing. Businesses which print books, magazines, newspapers, or other periodicals for others are classified under Industrial Printing.

Printing, Industrial. Businesses which print books, magazines, newspapers, or other periodicals for others. It also includes printers of maps, posters, and the like; makers of business forms, looseleaf binders, and the like; and service industries for the printing trade, such as engraving, typesetting, photoengraving, electrotyping and stereotyping, lithographic platemaking, and related services.

Private School. See School, Private.

Private Utility. A privately owned enterprise that provides the public with electricity, gas, heat, steam, communication, transportation, water, sewage and garbage collection or other similar public services.

Prohibited Use. A use that is not permitted in a zoning or land use district.

Project. A change in occupancy or modification or improvement of real estate, whether done by clearing, grading, or structure creation or modification in any manner requiring approval, licensing, or permitting by the City of Olympia.

Project Permit. Any land use or environmental permit or approval required from the City for a project [See also RCW 36.70B.020(4)].

Project Permit Application. A formal written request to the City for a project permit or approval on forms provided by the City.

Property Line. Any line bounding the ownership of a parcel of land.

a. Front property line. Any property line separating any parcel of land from the street rights-of-way. In case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line, provided such choice, in the opinion of the ~~Building Official~~Director, will not be detrimental to the existing or future development of adjacent properties. In case of a through lot, both property lines abutting on a street are front property lines. In the case of a lot not abutting a street, the front property line is that line nearest to and roughly parallel with a street, provided that the ~~Building Official~~Director may approve an alternative front line if it will not be detrimental to existing and future development. However, for historic properties or in historic districts, for properties with more than one street frontage the front property line is the one the front door of the house is historically oriented toward, unless otherwise approved by the Director.

b. Rear property line. Any property line that does not qualify as a front or side property line.

c. Side property line. Any property lines that intersect the front property line. These lines may intersect at any angle and be of any length. (See also Yards.)

Public Access (Shoreline). The physical ability of the general public to reach and touch the water's edge and/or the ability to have a view of the water from upland locations. There are a variety of types of public access including picnic areas, pathways and trails (including handicapped accessible), floats and docks, promenades, viewing towers, bridges, boat launches, street ends, ingress and egress, parking, and others.

Public Art. Expressionistic forms, either human-made or natural, which are located for community view on private or public property.

Public Building. Any building, structure, facility, or complex used by the general public, whether constructed by any state, county, or municipal government agency or instrumentality or any private individual, partnership, association, or corporation, including, but not limited to, assembly buildings, such as auditoriums, libraries, public eating places, schools, and theaters; business buildings, such as offices; and factories and industrial buildings.

Public Facility. Land, buildings or structures operated by a municipal or other governmental agency to provide local protective, social, recreational, cultural, or mass transportation services directly to the general public. This includes police and fire stations, libraries, recreation facilities, bus transfer stations and park-and-ride lots. It also includes public land or buildings devoted solely to the storage of equipment and materials. It does not include facilities whose primary purpose is to provide administrative or judicial services, except as they may be incidental to the defined use, nor parking lots that are accessory to uses that would otherwise not be allowed in the underlying zone.

Public Hearing. A meeting announced and advertised in advance and for the express purpose of providing the public an opportunity to comment on a specific proposed action for adoption or approval by the City.

Public Meeting. An informal meeting, hearing, workshop or other public gathering of people to obtain comments from the public or other agencies on a proposed project permit prior to the City's decision on the permit application. A public meeting may include a design review board meeting, a neighborhood association meeting, or a scoping meeting on a draft environmental impact statement. A public meeting is distinct from and does not include an open record hearing. [See RCW 36.70B.020(5)].
Public Project of Significant Importance. See OMC 18.66.090.

Public Safety Communications Equipment. All communications equipment utilized by a public entity for the purpose of ensuring the safety of the residents of the City and operating within the frequency range of 700 MHz and 1,000 MHz and any future spectrum allocations at the direction of the FCC.

Public Services. Fire protection and suppression, law enforcement, public health, education, recreation, environmental protection and other governmental services.

Public Use Area. An outdoor portion of a property that is dedicated to public use and which contains one or more of the following elements: benches, tables, lawns, public art, gardens, exercise or play equipment, or similar improvements or features. These elements are to provide the public with recreational activities in addition to the right to traverse or stand in this area.

Public Utility. An organization or government agency which provides the public with electricity, gas, heat, steam, communication, transportation, water, sewage or garbage collection or other essential public services.

Publishing. Businesses which publish and print on their premises books, magazines, newspapers, or other periodicals. If such establishments do not perform printing on their premises, they are classified as Business Offices.

Section 9. <u>Amendment of OMC 18.02.180(R)</u>. Olympia Municipal Code Subsection 18.02.180(R) is hereby amended to read as follows:

R. DEFINITIONS - SPECIFIC.

Radio Frequency Emissions. Any electromagnetic radiation or other communications signal emitted from an antenna or antenna-related equipment on the ground, antenna support structure, building, or other vertical projection.

Radio, Television, or Communication Tower. A vertical structure that is intended to send or receive radio, or other wireless communications and to serve more than one user or an enterprise whose principal business is such communications. See Antenna.

Ravine. A narrow gorge that normally contains steep slopes and is deeper than ten vertical feet as measured from the lowest point of the valley to the top of the slope.

Rear Yard. See Yard, Rear.

Reasonable Alternative. An activity that could feasibly attain or approximate a proposal's objectives, but with less environmental impact or decreased level of environmental degradation.

Recreation, Active. Leisure-time activities, usually of a formal nature and often performed with others, requiring equipment and taking place at prescribed places, sites, or fields.

Recreation, Commercial. A facility operated as a business which is designed and equipped for leisure-time activities such as theaters, bowling alleys, museums, aquariums, public and private recreational concessions, miniature golf, archery ranges, and amusement activities such as coin or token-operated machines, rides, or booths to conduct games. (See also Health Fitness Centers and Dance Studios, Golf Courses, Country Clubs, and Riding Stables.)

Recreation, Passive. Activities that involve relatively inactive or less energetic activities, such as walking, sitting, picnicking, card games, chess, checkers, or similar table games and activities which may involve educating the user.

Recreation Facility. A place designed and equipped for the purpose of sports and leisure-time activities.

Recreational Vehicle. A vehicle towed or self-propelled on its own chassis or attached to the chassis of another vehicle and designed or used for recreational or sporting purposes. The term recreational vehicle includes, but is not limited to, travel trailers, pick-up campers, camping trailers, tiny-houses on wheels, motor coach homes, converted trucks, buses, or boats.

Recreational Vehicle Park. Any lot or parcel of land upon which two or more recreational vehicles sites are located, established, or maintained as temporary living quarters for recreation or vacation purposes, not to exceed 180 days in any one-year period.

Recycling. The process by which waste products are collected and reduced to raw materials and transformed into new products.

Recycling Facility. A facility for the collection and/or sorting and storage of recyclable materials generated from domestic or small business sources, such as bottles, cans, paper, cardboard, aluminum, and plastics. This definition does not include facilities for the processing of recyclable materials, which are classified as an industrial use. Recycling facilities are further divided into two categories: Type I Recycling Facilities include bins or other temporary or permanent facilities for the collection of small quantities of recyclable materials to be sorted and/or processed elsewhere. A Type I facility may be accessory to a primary use, such as a recycling bin at a grocery store parking lot. Type II Recycling Facilities include facilities primarily dedicated to the collection, sorting, or purchase and resale of recyclable materials.

Remodel. The alteration, restoration, reconstruction, addition to, structural modification, change of existing building footprint or internal floor plan that requires city approval or the issuance of any City permit.

Rental, Residence. The temporary rental of a single-family home for personal social events such as a wedding reception, private party or similar activity. (See also Temporary Uses.)

Replat. The further division of lots or the relocation of lot lines of any lot or lots within a subdivision previously approved and recorded according to law; or the alteration of any streets or the establishment of any new streets within any such subdivision, but not including conveyances, made so as to combine existing lots by deed or other instruction.

Restaurant. A use providing preparation and retail sale of food and beverages, including coffee shops, sandwich shops, ice cream parlors, fast food take-out, espresso stands, and similar uses. A restaurant may include licensed "on-site" provision of alcoholic beverages for consumption on the premises when accessory to such food service. A "drive-in" restaurant is one where all or a significant portion of the consumption takes place or is designed to take place with the patrons remaining in their vehicles while on the premises. A "drive-through" restaurant is one which has one or more drive-through lanes for ordering and dispensing of food and beverages to patrons remaining in their vehicles, for consumption off the premises.

Restoration. Measures taken to restore an altered or damaged natural feature including:

a. Active steps taken to restore damaged wetlands, streams, protected habitat, or their buffers to the functioning condition that existed prior to an unauthorized alteration; and

b. Actions performed to reestablish structural and functional characteristics of the critical area that have been lost by alteration, past management activities, or catastrophic events.

Restrictive Covenant. A restriction on the use of land usually set forth in the deed. [NOTE: Restrictive covenants usually run with the land and are binding upon subsequent owners of the property. However, some restrictive covenants run for specific periods of time.]

Retail Trade. The selling of goods or merchandise to the general public for personal, business, or household consumption. The retail sales establishment is usually a place of business and is engaged in activity to attract the general public to buy goods. The establishment may also buy and receive goods.

Retail sales includes services related to the retail goods. The establishment may process, repair, manufacture, and wholesale some of the products, such as jewelry, baked goods, beverages, apparel, pottery, or consumer electronics, but such processing, repair, or manufacturing must be associated with retail activities, be limited to rear or upper floor areas in the same building, and emit no loud noise or noxious odor. See Industry, Light.

Revision of Application, Minor. A change or correction by an applicant of a proposed project, either voluntarily or to conform with applicable standards and requirements, that does not, in the opinion of the Director, constitute a substantial change requiring reinitialization of the review process and period.

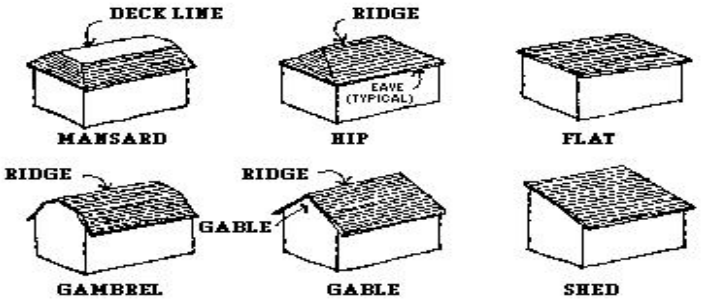
Revision of Application, Substantial. A change or correction by an applicant of a proposed project, either initiated voluntarily by the applicant or to conform with applicable standards and requirements, that in the opinion of the Director requires a new review process and period. For example, a change in a proposal which, as a result of changes in the proposed land use, substantially greater floor area or number of residential units, or substantial relocation of uses or structures, or the like, probably would result in significantly different impacts to the environment, upon public services or facilities, or to neighboring properties or land uses.

Revolving Sign. See Sign, Animated.

Rezone. A change in the land use classification of a specific area to another use classification.

Right-of-Way - Improved. All of the right-of-way where any portion of it is used for motor vehicle travel.

Rights-of-Way. The right of one to use or pass over the property of another.



ROOF TYPES

FIGURE 2-6

Roof. The outside top covering of a building.

Roof-mounted solar energy system. A solar photovoltaic system mounted on a rack that is ballasted on, or is attached to, the roof of a building or structure. Roof-mounted systems are accessory to the primary use.

Rooming House. See Lodging House.

ROW. Rights-of-ways of public easements, roadways, streets, or other so defined public access locations.

Rummage Sale. An occasional or periodic market held in an open area or structure which is sponsored by schools, places of worship or other nonprofit organizations.

Run With The Land. A covenant, benefit or restriction of the use of land binding on present and future owners of the property.

Section 10. Amendment of OMC 18.04.040, Table 4.01. Olympia Municipal Code Section 18.04.040, Table 4.01 is hereby amended to read as follows:

TABLE 4.01
Permitted and Conditional Uses

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
District-Wide Regulations							18.04.060 (N,Q)	18.04.060 (N,Q)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N,BB)		18.04.060 (N)	18.04
RESIDENTIAL/HOUSING (Conventional Housing Types) Includes single-family, accessory dwelling units, middle housing, large multifamily, permanent supportive housing, and transitional housing															
Conventional Dwelling Types as defined in OMC 18.02.180 unless listed separately below.	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Table 4.04. 18.04.060; 18.04.080. See 18.04.080 (A) for provisions allowing up to 6 units per lot in some cases.
Large Multifamily dwelling (~~7~~seven units or more)							P	P	P	P	P	P	P	P	
Manufactured or Mobile Home Parks								C	C	C			P		18.04.060(P)
RESIDENTIAL/HOUSING (Transient Housing Types) Note: Hotels and Motels are allowed in Commercial Zones, see OMC 18.06 for details.															
Bed and Breakfast (as a Home Occupation)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L)
Short Term Rentals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
															18.04.060(JJ)
Dorms / Collegiate Greek System Residences	P			P				P	P	P					
RESIDENTIAL/HOUSING (Assisted Living Dwellings)															
Adult Family Home/ Elder Care Home	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Group Homes with 6 or Fewer (or up to 8 with DSHS approval) Clients and Confidential Shelters	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(K)
Group Homes with 7 or More Clients	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(K)
Nursing/ Convalescent Homes	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(S)
COMMERCIAL															
Child Day Care Centers	P	~~C~~P	~~C~~P	~~C~~P	~~C~~P	~~C~~P	~~C~~P	P	P	P	P	P	~~C~~P	P	18.04.060(D) 18.04.060(AA)
Commercial Printing												P			
Drive-In and Drive-Through Businesses -- Existing												P			18.04.060(J)
Food Stores											P	P		P	18.04.060(AA)
Hardware Stores												P			
Home Occupations (including Adult Day Care, Elder Care	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Homes, Family Child Care Homes, Short-Term Rentals – Homestays, and Bed & Breakfast Houses)															
Hospice Care	C			C			C	C	C	C	C	C		C	18.04.060(M)
Laundries											P	P		P	18.04.060(AA)
Nursery (Retail and/or Wholesale Sales)	C	C	C	C	C	C	C	C	C	C			C		18.04.060(G)
Offices												P		P	18.04.060(AA)(2)
Personal Services												P			
Pharmacies												P			
Restaurants, without Drive-In and Drive-Through												P			
Servicing of Personal Apparel and Equipment												P			
Specialty Stores												P			
Veterinary Clinics - Existing	P	P		P	P	P							P		18.04.060(J)
Veterinary Clinics	P														
ACCESSORY USES															
Accessory Structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(B)
Electric Vehicle Infrastructure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(GG)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Garage/Yard/Rummage or Other Outdoor Sales	P	P		P	P	P	P	P	P	P	P	P	P	P	5.24
Large Garages			C		C	C	C	C	C	C	C	C	C	C	18.04.060(B)
Residence Rented for Social Event, 7 times or more in 1 year	C	C		C	C	C	C	C	C	C	C		C	C	
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
RECREATIONAL USES															
Community Parks & Playgrounds	C	C	C	C	C	C	C	C	C	C	P	P	C	P	18.04.060(T)
Country Clubs	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Golf Courses		C	C		C	C	C	C	C	C			C		
Neighborhood Parks	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Open Space - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Racing & Performing Pigeons		C	C	C	C	C				C	C		C	C	18.04.060(Y)
Stables, Commercial and Private Existing		C		C	C										18.04.060(J)
Trails - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
AGRICULTURAL USES															
Agricultural Uses	P	P	P	P	P	P	P	P	P				P		
Greenhouses, Bulb Farms	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(G)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
TEMPORARY USES															
Emergency Housing	P	P	P	P	P	P	P	P	P	P			P		18.04.060(DD)
Emergency Housing Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.50
Model Homes	P	P	P	P	P	P	P	P	P	P	P		P	P	18.04.060(DD)
Residence Rented for Social Event, 6 times or fewer in 1 year	P	P	P	P	P	P	P	P	P	P	P		P	P	18.04.060(DD)
OTHER															
Animals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(C)
Cemeteries		C	C		C	C	C	C	C	C			C		18.04.060(E)
Community Clubhouses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Crisis Intervention	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(I)
Historic House Museum		C	C	C	C	C	C	C	C	C	C	C	C	C	
Parking Lots and Structures				C							P	P			18.38.220 and .240
Places of Worship	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(U)
Public Facilities	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(V)
Public Facilities - Essential	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(W)
Radio, Television and Other Communication Towers	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.44.100

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Schools	C			C	C	C	C	C	C	C	C		C	C	18.04.060(CC)
Social Organizations											P	P		C	
Mineral Extraction - Existing					C		C								18.04.060(J)
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communication Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44 & 18.44.090 Table 44.01
Workshops for Disabled People	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(R)

LEGEND			
P = Permitted Use	C = Conditional Use		
R1/5 = Residential-1 Unit Per 5 Acres	R-4 = Residential - 4	R-4CB = Residential - 4 Units per Acre	RLI = Residential Low Impact
R 4-8 = Residential 4-8	R 6-12 = Residential 6-12	MR 7-13 = Mixed Residential 7-13	MR 10-18 = Mixed Residential 10-18
RM 18 = Residential Multifamily - 18	RM 24 = Residential Multifamily - 24	RMH =Residential Multifamily High Rise	RMU = Residential Mixed Use
MHP = Manufactured Housing Park	UR = Urban Residential		

Section 11. Amendment of OMC 18.04.060(D). Olympia Municipal Code Subsection 18.04.060(D) is hereby amended to read as follows:

D. CHILD DAY CARE CENTERS.

1. Permitted Use. Child day care centers are permitted in the districts specified in Tables 4.01 and 5.01 subject to the following conditions:

   a. Child day care centers located in residences must be separate from the usual living quarters of the family, or located in the portion of the residence used exclusively for children and their caregivers during the hours the center is in operation.

   b. Compliance with state licensing requirements.

   c. Prior to initiating child care services, each child care provider must file a Child Care Registration Form with the Department (forms are provided by the Department). The child care provider must demonstrate compliance with the applicable requirements of the code as listed on the Registration Form. No fee will be required for registration.

2. Accessory Use. A child day care center must be considered an accessory use if it is sited on the premises of a community service use, such as a private or public school, grange, place of worship, community center, library, or similar adult gathering place and it is associated with that activity. Child care facilities for the exclusive use of employees of a business or public facility are allowed as an accessory use of the business or facility. Prior to initiating operation of a child day care center, the operator must register with the City as specified in Subsection 1.

3. ~~Conditional Use. Child day care centers are allowed as a conditional use in the R 4, R 4-8, R 6-12 and MR 7-13 districts, subject to the requirements contained in Subsection A, and the following standard:~~

——For child day care facilities within a residence: No structural or decorative alteration is permitted which would alter the residential character of an existing residential structure used as a child day care center.

Section 12. Amendment of OMC 18.04.060(M). Olympia Municipal Code Subsection 18.04.060(M) is hereby amended to read as follows:

M. Hospice Care Center

~~1. Size. No more than five (5) patients may be cared for in hospice care centers located in a Mixed Residential 7-13 or Mixed Residential 10-18 district.~~

~~2.~~ The applicant ~~shall~~must submit proof of compliance with applicable state requirements (e.g., a license) as a condition of approval.

Section 13. Amendment of OMC 18.04.060(AA). Olympia Municipal Code Subsection 18.04.060(AA) is hereby amended to read as follows:

AA. RMH and UR DISTRICTS COMMERCIAL USE REQUIREMENTS.

1. With the exception of Child Care Centers, cCommercial uses in the RMH District (see Table 4.01) ~~shall~~ are only ~~be~~ allowed in mixed use buildings and shall not exceed ~~five thousand (~~5,000~~)~~ square feet in size.

2. With the exception of Child Care Centers, cCommercial uses in the UR District (See Table 4.01) ~~shall~~ are only ~~be~~ allowed in mixed use buildings and ~~shall~~ may not exceed ~~ten~~ 10 percent ~~(10%)~~ of gross floor area or ~~five thousand (~~5,000~~)~~ square feet in size, whichever is smaller.

3. In the UR District, on half block areas facing Union Street, office/commercial, or other allowed uses equivalent to one story may be built when part of a housing project.

Section 14. Addition of OMC 18.04.060(KK). Olympia Municipal Code Subsection 18.04.060(KK) is hereby added to read as follows:

Section 18.04.060.KK – New Housing in Existing Buildings

New housing units are permitted in existing buildings, subject to the following (see RCW 35A.21.440):

1. There is no restriction on housing unit density that prevents the addition of housing units at a density up to 50 percent more than what is allowed in the underlying zone if constructed entirely within an existing building envelope in a building located within a zone that permits multifamily housing, provided that generally applicable health and safety standards, including building code standards and fire and life safety standards, can be met within the building; and

2. There are no new parking requirements on the addition of dwelling units or living units added within an existing building, however, the City may require the retention of existing parking that is required to satisfy existing local residential parking requirements and for any nonresidential uses that remain after the new units are added; and

3. With the exception of emergency housing and transitional housing uses, the City will not impose permitting requirements on the use of an existing building for residential purposes beyond those requirements generally applicable to all residential development within the building's zone;

4. The City will not impose design standard requirements, including setbacks, lot coverage, and floor area ratio requirements, on the use of an existing building for residential purposes beyond those requirements generally applicable to all residential development within the building's zone, except as provided in RCW 36.70A.810 and 36.70A.812;

5. The City will not impose exterior design or architectural requirements on the residential use of an existing building beyond those necessary for health and safety of the use of the interior of the building or to preserve character-defining streetscapes, unless the building is a designated landmark or is within a historic district; and

6. The City will not prohibit the addition of housing units in any specific part of a building except ground floor commercial or retail that is along a pedestrian street as defined in Title 18 OMC, unless the addition of the units would violate applicable building codes or health and safety standards;

7. The City will not require unchanged portions of an existing building that have been used for residential or previously permit-approved conditioned space purposes to meet the current energy code solely because of the addition of new dwelling units within the building. When any other

existing building is converted to new dwelling units, changed portions of each of those new units must meet the requirements of the current energy code, except if:

(a) The square footage of new dwelling units does not exceed 2,500 square feet or 50 percent of the total building square footage, whichever is greater;

(b) The building owner submits documentation, in a form acceptable to the Director, showing the building's residential units' projected energy use intensity is less than or equal to the energy use intensity target in accordance with the clean buildings performance standard in RCW 19.27A.210; or

(c) In all areas zoned for residential housing, an additional housing unit is created within an existing home;

8. The City will not deny a building permit application for the addition of housing units within an existing building due to nonconformity regarding parking, height, setbacks, elevator size for gurney transport, or modulation, unless the Director makes written findings that the nonconformity is causing a significant detriment to the surrounding area; or

9. The City will not require a transportation concurrency study under RCW 36.70A.070 or an environmental study under chapter 43.21C RCW based on the addition of residential units within an existing building.

Section 15. Amendment of OMC 18.04.080(K). Olympia Municipal Code Subsection 18.04.080(K) is hereby amended to read as follows:

K. Surface Coverage Limits:

1. Increased Impervious Coverage: Projects may be eligible for up to a 20~~%~~ percent increase in impervious (above what is listed in table 4.04) surface coverage provided that the following are met:

a. Eligibility: The increase must be for one, or more, of the following:

i. A non-residential use such as a school, park, place of worship, etc. that is permitted within the residential zone.

ii. Developments that include middle housing units (including ADU's and Townhomes) which exceeds minimum density on the underlying lot.

iii. Land divisions that achieve the maximum allowed density within the zone in which they are located.

iv. Ineligible projects include:

1. A stand-alone single family unit on a lot.

2. Projects in the Residential Low Impact Zone.

b. An engineered drainage design must be submitted that includes the following:

i. The area in exceedance of Table 4.04 must meet the Drainage Design and Erosion Control Manual (DDECM) core requirement #5 (or as amended) for onsite

stormwater treatment, and core requirement #7 for flow control, regardless of minimum area thresholds. Plans must address the following:

1. Projects that would otherwise be exempt from DDCEM requirements for flow control must demonstrate compliance, regardless of the exemption, in order to obtain the bonus.

2. Flood control systems to be included might include pervious pavement, pervious geogrid, bioretention, infiltration, green roofs, or micro-detention systems. If compliance cannot be provided, the bonus will be denied.

3. Permeable pavement and geogrid on Type D soils are ineligible.

ii. Maintenance agreements will be required prior to permit issuance for said, flood control system.

2. Hard Surface Coverage Bonus: The coverage identified in table 4.04 indicates the allowed maximum increase in hard surfaces. To gain approval for these increases all of the following must be met:

a. All criteria outlined in OMC 18.04.080.k.1.b are applicable.

b. ~~In addition to the ineligible projects in K.1.a.IV, p~~Projects on type D soils are ~~also~~ ineligible.

c. The total hard surface coverage cannot exceed the site area minus the minimum open space requirement.

3. Existing Surfaces: An existing lot, which was legally built under regulations applicable at the time of its building, but which exceeds current impervious or hard surface coverage limits, may be replaced within the existing lot footprint, but cannot be expanded in a way that would increase the nonconformity. Replacement of such surfaces must comply with the Drainage Design and Erosion Control Manual, including, providing stormwater control measures.

4. Calculation Exclusions: The following are excluded from the impervious and hard surface coverage limit calculations. Note: these exclusions do not apply to calculations or requirements related to the Drainage Design and Erosion Control Manual.

a) Ingress/egress easements serving a neighboring property;

b) Areas excluded from the minimum lot area calculations (OMC 18.04.080(c)(4)), such as the panhandle of a flag lot;

c) Portions of the driveway that extend beyond the required setback area when the additional length is caused by compliance with municipal code requirements, such as critical area and buffer protections.

d) Areas partially or wholly covered by water (seasonally or year-round) are excluded from the total site area before calculating the coverage percentage. This does not include human-made stormwater retention ponds.

Section 16. Amendment of OMC 18.06.040, Table 6.01. Olympia Municipal Code Section 18.06.040, Table 6.01 is hereby amended to read as follows:

TABLE 6.01 PERMITTED AND CONDITIONAL USES														
COMMERCIAL DISTRICT	**NR**	**PO/RM**	**GC**	**MS**	**UW**	**UW-H**	**DB**	**AS**	**CSH**	**HDC-1**	**HDC-2**	**HDC-3**	**HDC-4**	**APPLICABLE REGULATIONS**
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
1. EATING & DRINKING ESTABLISHMENTS														
Drinking Establishments			P		P	P	P		C 18.06.060(P)		P	P	P	
Drinking Establishments - Existing		P 18.06.060(GG)				P								
Restaurants, with drive-in or drive-through			P										P	
Restaurants, with drive-in or drive-through, existing			P				P 18.06.060(U)					C	P	
Restaurants, without drive-in or drive-through	P 18.06.060 (U)(3)	C	P	P 18.06.060 (U)(2)	P	P	P 18.06.060 (U)(1)	P	P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
2. INDUSTRIAL USES														
Industry, Heavy														

Industry, Light			C		P/C 18.06. 060(N)									
On-Site Treatment & Storage Facilities for Hazardous Waste					P 18.06. 060(Q)									
Piers, Wharves, Landings					P									
Printing, Industrial			C		P/C 18.06. 060(N)									
Publishing		C	C		P		P		C	C				
Warehousing			P		P/C 18.06. 060(AA)		P							
Welding & Fabrication			C		P/C 18.06. 060(N)		P							
Wholesale Sales		C 18.06. 060 (BB)(3)	P		P/C	18.06. 060(BB)		P		P	18.06. 060 (BB)(2)			
Wholesale Products Incidental to Retail Business			P		P	P						P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
3. OFFICE USES (See also SERVICES, HEALTH)														
Banks		P	P		P/C	P	P/C	P	P	P	P	P	P	

					18.06.060 (D)(2)	18.06.060 (D)(2)	18.06.060 (D)(2)					18.06.060 (D)(1)		
Business Offices		P	P		P	P	P	P	P	P	P	P	P	
Government Offices		P	P		P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
4. RECREATION AND CULTURE														
Art Galleries	P	P	P		P	P	P		P	P	P	P	P	
Auditoriums and Places of Assembly			P		P	P	P					P	P	
Boat Clubs					P	P								
Boating Storage Facilities					P			P						
Commercial Recreation		C	P		P	P	P	P		C	C	P	P	
Health Fitness Centers and Dance Studios	P	P 18.06.060(L)	P	P	P	P	P	P	P	P 18.06.060(L)	P 18.06.060(L)	P	P	
Libraries	C	C	C	C	P	P	P		P	C	P	P	P	18.04.060(V)
Marinas/Boat Launching Facilities					P 18.06.060(CC)	P								
Museums		C	P		P	P	P		P	C	C	P	P	18.04.060(V)
Parks, Neighborhood	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)

Parks & Playgrounds, Other	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)
Theaters (Drive-in)			C											
Theaters (No drive-ins)			P		P	P	P				C	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
5. RESIDENTIAL														
Apartments		P	P	P 18.06.060(T)	P	P	P		P	P	P	P	P	
Apartments above ground floor in mixed use development	P	P	P	P 18.06.060(T)	P	P	P		P	P	P	P	P	
Boarding Houses		P	P	P 18.06.060(T)	P	P	P		P	P	P	P	P	
Cooperative - Housing		P	P			P	P			P	P		P	
Duplexes	P	P	P	P 18.06.060(T)			P		P	P	P		P	
Fraternities, Dormitories		C	P	P 18.06.060(T)	P	P	P		P	C	P	P	P	
Group Homes (~~6~~ six or ~~less~~fewer)	P	P	P 18.06.060(K)	P 18.06.060(T)	P	P	P 18.06.060(K)		P	P	P	P 18.06.060(K)	P 18.06.060(K)	18.04.060(K)

Group Homes (~~7~~ seven or more)	C	C	C 18.06. 060(K)	C 18.06. 060(T)	C	C	C 18.06. 060(K)		C	C	C	C 18.06. 060(K)	P 18.06. 060(K)	18.04.060(K)
Mobile or Manufactured Homes Park - Existing		C	C	C 18.06. 060(T)						C			C	18.04.060(P)
Quarters for Night Watch person/ Caretaker					P	P								
Retirement Homes		P	P	P 18.06. 060(T)	P	P	P		P	P	P	P	P	
Single-Family Residences	P	P	P	P 18.06. 060(T)			P		P	P	P	P	P	
~~Single Room Occupancy Units~~Co-Living Housing		P	~~C~~P	P	P	P	P		P	P	P	P	~~C~~P	18.04.080(HH)
Townhouses	P	P	P	P 18.06. 060(T)		P	P		P	P	P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
6. RETAIL SALES														
Apparel and Accessory Stores			P		P	P	P					P	P	
Boat Sales and Rentals			P		P	P	P	P					P	

Building Materials, Garden and Farm Supplies	P		P		P	P	P					P	P	
Commercial Greenhouses, Nurseries, Bulb Farms	C	C 18.04. 060 (G)	C	C					C		P	P		18.04.060(G)
Food Stores	P	P 18.06. 060(H)	P		P	P	P		P	P 18.08. 060(H)	P	P	P	
Furniture, Home Furnishings, and Appliances			P		P	P	P				P	P	P	
Gasoline Dispensing Facilities accessory to a permitted use	P 18.06. 060 (W)(4)		P		P 18.06. 060(W)		P 18.06. 060 (W)(2)	P				P 18.06. 060(W)	P 18.06. 060 (W)	
Gasoline Dispensing Facility accessory to a permitted use - Existing	P 18.06. 060(W)		P		P 18.06. 060(W)		P 18.06. 060(W)				P	P 18.06.0 60(W)	P	
General Merchandise Stores	P	P 18.06. 060(J)	P		P	P	P			P 18.06. 060(J)	P	P	P	
Mobile, Manufactured, and Modular Housing Sales			P											
Motor Vehicle Sales			P				P	P					P	

Motor Vehicle Supply Stores			P		P	P	P	P			P	P	P	
Office Supplies and Equipment		P 18.06. 060(DD)	P		P	P	P		P	P 18.06. 060(DD)	P	P	P	18.06.060(CC)
Pharmacies and Medical Supply Stores	P	P 18.06. 060 (EE)	P	P	P	P	P		P	P 18.06. 060(EE)	P	P	P	18.06.060(DD)
Specialty Stores	P 18.06 .060 (Y)(3)	P 18.06 .060 (Y)(4)	P	C 18.06. 060 (Y)(2)	P	P	P			P 18.06. 060 (Y)(4)	P	P 18.06. 060 (Y)(1)	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
7. SERVICES, HEALTH														
Hospitals				P			P		P					
Nursing, Congregate Care, and Convalescence Homes	C	C	C	P			C		C	C	C	P	P	18.04.060(S)
Offices, Medical		P	P	P	P	P	P	P	P	P	P	P	P	
Veterinary Offices/Clinics			P								P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
8. SERVICES, LODGING														
Bed & Breakfast Houses (1 guest room)	P	P 18.06. 060(E)	P 18.06. 060(E)	P 18.06. 060(E)	P	P	P			P	P	P	P	18.04.060(L)(3)(c)

Bed & Breakfast Houses (2 to 5 guest rooms)	C	P 18.06. 060(E)	P 18.06. 060(E)	P 18.06. 060(E)	P	P	P		C	P	P	P	P	18.04.060(L)(3)(c)
Hotels/Motels			P	C	P		P		P				P	
Lodging Houses		P	P	P	P		P		P	P	P	P	P	
Recreational Vehicle Parks			P										P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
9. SERVICES, PERSONAL														
Adult Day Care Home	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)(3)(b)
Child Day Care Centers	~~C~~P	P	P	P	P	P	P	P	P	P	C	P	P	18.04.060(D)
Crisis Intervention	C	P	C	P			P		C	P	C	C	C	18.04.060(I)
Family Child Care Homes	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Funeral Parlors and Mortuaries		C	P				P			C		P	P	
Laundries and Laundry Pick-up Agencies	p	p	P	P	P	P	P			P	P	P 18.06. 060(O)	P	
Personal Services	P	P	P	P	P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
10. SERVICES, MISCELLANEOUS														

Auto Rental Agencies			P		P	P	P	P			C	P	P	
Equipment Rental Services, Commercial			P		P		P				P	P	P	
Equipment Rental Services,														
Commercial - Existing		P 18.06. 060 (FF)												
Ministorage			P				P							
Printing, Commercial	P	P	P		P	P	P		P	P	P	P	P	
Public Facilities (see also Public Facilities, Essential on next page)	C	C	C	C	P	C	P	P	P	C	C	C	C	18.04.060(V)
Radio/T.V. Studios		P	P		P	P	P		P	P	P	P	P	
Recycling Facilities	p	P	P	P	P		P		P	P	P	P	P	18.06.060(V)
School - Colleges and Business, Vocational or Trade Schools		C	P		P	P	P		P	C	C	C	P	18.06.060(X)
Service and Repair Shops			P				P	P				P	P	
Service Stations/Car Washes			P				P 18.06. 060(W)	P				P 18.06. 060(W)	P 18.06. 060 (W)	

Service Stations/Car Washes - Existing			P		P 18.06. 060(W)		P 18.06. 060(W)				P	P 18.06. 060(W)	P 18.06. 060 (W)	
Servicing of Personal Apparel and Equipment	P	P	P		P	P	P			P	P	P	P	
Truck, Trailer, and Recreational Vehicle Rentals			P					P						
Workshops for Disabled People	C	C	C	C	P	C	P		C	C	C	C	C	18.04.060(R)
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
11. PUBLIC FACILITIES, ESSENTIAL														
Airports			C										C	18.06.060(G)
Inpatient Facilities		C	C	C 18.06. 060(T)	C		C		C	C	C	P	P	18.06.060(G) 18.04.060(K)
Jails			C		C		C		C				C	18.06.060(G)
Mental Health Facilities			C	C 18.06. 060(T)	C		C						C	18.06.060(G) 18.04.060(K)
Other Correctional Facilities		C	C	C 18.06. 060(T)	C	C	C		C	C	C	C	C	18.06.060(G)
Other facilities as designated by the Washington State Office of Financial Management,		C	C		C		C			C	C	C	C	18.06.060(G)

except prisons and solid waste handling facilities														
Radio/TV and Other Communication Towers and Antennas	C	C	C	C	C	C	C	C	C	C	C	C	C	18.06.060(G) 18.44.100
Sewage Treatment Facilities	C	C	C	C	P		P		C	C	C	C	C	18.06.060(G) 18.04.060(X)
State Education Facilities		C	C		C		C		C	C	C	C	C	18.06.060(G) 18.06.060(X)
State or Regional Transportation Facilities	C	C	C	C	C	C	C		C	C	C	C	C	18.06.060(G)
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
12. TEMPORARY USES														
Entertainment Events			P		P	P	P						P	
Off Site Contractor Offices	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(DD)
Emergency Housing	P	P	p	P	P			P	P	P	P	P	P	18.04.060(DD)
Fireworks, as determined by Fire Dept.			P		P	P	P				P	P	P	9.48.160

Mobile Sidewalk Vendors		P	P	P	P	P	P			P	P	P	P	
Parking Lot Sales			P		P	P	P	P			P	P	P	
Residences Rented for Social Event (~~6~~ six or ~~less~~ fewer in ~~1~~ one year)	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(DD)
Residences Rented for Social Event (~~7~~ seven or more in ~~1~~ one year)	C	C	C	C	C	C	C		C	C	C	C	C	
Temporary Surface Parking Lot		P	P		P	P	P		P					
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
13. OTHER USES														
Accessory Structures/Uses														
Adult Oriented Businesses			P										P	18.06.060(B)
Agriculture	P	P	P	P					P	P	P	P	P	
Animals	P	P	P	P	P	P	P		P	P	P	P	P	18.06.060(C)
Cemeteries	C	C	C	C					C	C	C		C	
Conference Center			P		P	P	P						P	
Fraternal Organizations		P	P		P	P	P		P/C 18.06.	P	P	P	P	

									060(I)					
Gambling Establishments			C											
Garage/Yard/ Rummage and Other Outdoor Sales	P	P	P	P	P	P	P		P	P	P	P	P	5.24
Home Occupations	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Parking Facility, Commercial		P	P		P	P	P 18.06. 060(S)			P	P	P 18.06. 060(S)	P	18.04.060(V)
Places of Worship	C	C	P	C	P	P	P		C	C	C	P	P	18.04.060(U)
Racing Pigeons	C	C	C	C					C	C	C	C	C	18.04.060(Y)
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
Schools	C	C	P	C	C	C	C		C	C	C	P	P	18.04.060(DD)
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communications Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44

LEGEND			
P = Permitted Use	PO/RM = Professional Office/Residential Multifamily	GC = General Commercial	HDC-1=High Density Corridor-1
MS = Medical Services		UW = Urban Waterfront	HDC-2=High Density Corridor-2
DB = Downtown Business	AS=Auto Services	UW-H = Urban Waterfront-Housing	HDC-3=High Density Corridor-3
C = Conditional Use	NR = Neighborhood Retail	CSH = Commercial Services-High Density	HDC-4=High Density Corridor-4

Section 17. Amendment of OMC 18.06.060(Z). Olympia Municipal Code Subsection 18.06.060(Z) is hereby amended to read as follows:

Z. Temporary Uses.

1. Certain uses, when active for a limited period of time and when properly regulated, can be compatible, or otherwise limited in impact to neighboring properties and the general community. In accord with this intent, no temporary use ~~will be~~is allowed unless a temporary use permit is approved by the City as prescribed by this section. Each separately proposed activity or use ~~shall~~ requires a separate permit and payment of the fee required by OMC 4.40.010(A).

2. General Standards. Temporary uses are subject to the following regulations:

   a. Temporary uses not listed in the use table of this chapter may be authorized by the applicable approval authority, provided such temporary uses are similar to and no more intensive than other temporary uses permitted in the district in which the subject property is located.

   b. The applicable approval authority may apply additional conditions to any temporary use permit in order to:

      i. Ensure compliance with this chapter;

      ii. Ensure that such use is not detrimental to neighboring properties and the community as a whole; and

      iii. Ensure compliance with the Building Code.

   c. Within three ~~(3)~~ days after termination of the temporary use permit, such use must~~shall~~ be abated and all structures, signs, and evidence of such use removed. The Director may require a financial surety be posted by the applicant upon application to defray the costs of cleanup and repair of the property should the permittee fail to do so. The property owner is responsible for such abatement action and costs should the permittee fail to properly clean and repair the property.

   d. Temporary use permits not exercised within ~~thirty (~~30~~)~~ days of issuance ~~shall~~will ~~be~~are null and void.

   e. Unless otherwise stated in this section temporary use permits are valid from the date of issuance for ~~ninety (~~90~~)~~ consecutive days per calendar year.

   f. Unless otherwise stated in this section no more than two ~~(2)~~ temporary use permits will be issued for any specific site per calendar year.

   g. Nothing in this section ~~shall~~ exempts the applicant from obtaining all necessary applicable permits from all other agencies having jurisdiction.

   h. Hours of operation, including the use of generators and lot lighting, excluding security lighting, ~~shall be~~ are limited to 7:00 a.m. to 10:00 p.m. unless otherwise specified in writing by the Planning Director or the Director's designee. Security lighting ~~shall~~ must be shielded to prevent light spillage onto adjacent properties.

3. Specific Temporary Use Standards. The following temporary uses are permitted in commercial districts and the Evergreen Park PUD, subject to the following regulations:

   a. Entertainment Events ~~to include~~ including: circuses, carnivals, and similar transient amusement enterprises, limited to operation of not more than twice each year, and not more than ~~ten (~~10~~)~~ consecutive days per event per site in any one ~~(1)~~ calendar year.

   b. Off-site contractor's Offices (including trailers and mobile homes) and storage yards associated with an active construction project, not to exceed one ~~(1)~~ year in duration.

   c. Mobile Vendors.

      i. Temporary use permits for mobile vendors are valid for one ~~(1)~~ year from the date of issuance.

      ii. Approval from the property owner, or underlying property owner if located in a right-of-way, is required.

      iii. Mobile vendors located within the sidewalk right-of-way must comply with the following rules:

         (a). Only one mobile sidewalk vendor ~~shall be~~is permitted per block face.

         (b). Public sidewalks used by mobile vendors must~~shall~~ have a minimum width of eight ~~(8)~~ feet.

         (c). In no instance ~~shall~~ may the clear walking area around a sidewalk vendor be less than ~~forty-eight (~~48~~)~~ inches. The clear walking area around a sidewalk vendor must be at least six ~~(6)~~ feet if within the downtown "Pedestrian Walking Lane" area delineated in OMC 9.16.180(B), Figure 1.

         (d). The maximum length of space occupied by a mobile sidewalk vendor and equipment is eight ~~(8)~~ feet.

         (e). Mobile sidewalk vendor stands must be readily movable at all times.

         (f). Mobile sidewalk vendors ~~shall~~ must locate their stands at the back of the sidewalk away from curb.

         (g). All locations ~~shall~~ must be approved on a first-come, first-serve basis.

         (h). Mobile sidewalk vendors ~~shall~~ must sign a Hold Harmless Agreement with the City of Olympia.

   d. Parking lot and other outdoor sales of merchandise and/or services unrelated to the primary use of the property must comply with the following:

      i. Merchandise displays may only occupy parking stalls which are in excess of city parking requirements.

      ii. There ~~shall must be no~~may not be any obstruction of emergency exits, Fire Lanes, or other Emergency apparatus.

iii. Sales areas mustshall be maintained in an attractive and trash-free manner.

iv. Sales areas mustshall not substantially alter the existing circulation pattern of the site.

e. Temporary, commercial wireless communications facilities, for the purposes of providing coverage of a special event such as news coverage or sporting event. Such facilities must comply with all federal and state requirements. Temporary wireless communications facilities may be exempt from the provisions of Chapter 18.44 up to one week after the duration of the special event.

f. Temporary surface parking lots are only permitted on previously approved and developed portions of property, ~~are allowed~~ subject to approval by the Director, and are limited to a one time permit valid for two years. A one year extension may be granted by the Director if a complete Land Use Application has been submitted for review. All applications must provide a complete Site Plan and comply with the following:

i. A twenty by twenty (20'x20') foot paved surface at all approved points of ingress/egress.

ii. A dust-free surface.

iii. An erosion control and stormwater containment plan.

iv. Clear designation of parking spaces and drive aisles consistent with OMC 18.38.220 with striping and/or parking blocks. To prevent obstruction of public rights-of-way wheel blocks must be provided at the perimeter of the site.

v. No new or additional points of access.

vi. Provision for an enforceable compliance and closure agreement.

vii. May not be established on Pedestrian "A" streets per OMC 18.16.080(H).

4. Violations. At any time a temporary use is operated in violation of required conditions of this section or of the permit (Subsection 18.06.060(Z)(2)(b)) or otherwise found to constitute a nuisance, the City may take appropriate enforcement action including the process set forth at OMC 18.73.010.

Section 18. Addition of OMC 18.06.060(JJ). Olympia Municipal Code Subsection 18.06.060(JJ) is hereby added to read as follows:

Section 18.06.060.JJ – New Housing in Existing Buildings

New housing units are permitted in existing buildings, subject to the following (see RCW 35A.21.440):

1. There is no restriction on housing unit density that prevents the addition of housing units at a density up to 50 percent more than what is allowed in the underlying zone if constructed entirely within an existing building envelope in a building located within a zone that permits multifamily housing, provided that generally applicable health and safety standards, including building code standards and fire and life safety standards, can be met within the building; and

2. There are no new parking requirements on the addition of dwelling units or living units added within an existing building, however, the City may require the retention of existing parking that is required to satisfy existing local residential parking requirements and for any nonresidential uses that remain after the new units are added; and

3. With the exception of emergency housing and transitional housing uses, the City will not impose permitting requirements on the use of an existing building for residential purposes beyond those requirements generally applicable to all residential development within the building's zone;

4. The City will not impose design standard requirements, including setbacks, lot coverage, and floor area ratio requirements, on the use of an existing building for residential purposes beyond those requirements generally applicable to all residential development within the building's zone, except as provided in RCW 36.70A.810 and 36.70A.812;

5. The City will not impose exterior design or architectural requirements on the residential use of an existing building beyond those necessary for health and safety of the use of the interior of the building or to preserve character-defining streetscapes, unless the building is a designated landmark or is within a historic district; and

6. The City will not prohibit the addition of housing units in any specific part of a building except ground floor commercial or retail that is along a pedestrian street as defined in Title 18 OMC, unless the addition of the units would violate applicable building codes or health and safety standards;

7. The City will not require unchanged portions of an existing building that have been used for residential or previously permit-approved conditioned space purposes to meet the current energy code solely because of the addition of new dwelling units within the building. When any other existing building is converted to new dwelling units, changed portions of each of those new units must meet the requirements of the current energy code, except if:

   (a) The square footage of new dwelling units does not exceed 2,500 square feet or 50 percent of the total building square footage, whichever is greater;

   (b) The building owner submits documentation, in a form acceptable to the Director, showing the building's residential units' projected energy use intensity is less than or equal to the energy use intensity target in accordance with the clean buildings performance standard in RCW 19.27A.210; or

   (c) In all areas zoned for residential housing, an additional housing unit is created within an existing home;

8. The City will not deny a building permit application for the addition of housing units within an existing building due to nonconformity regarding parking, height, setbacks, elevator size for gurney transport, or modulation, unless the Director makes written findings that the nonconformity is causing a significant detriment to the surrounding area; or

9. The City will not require a transportation concurrency study under RCW 36.70A.070 or an environmental study under chapter 43.21C RCW based on the addition of residential units within an existing building.

Section 19. Amendment of OMC 18.06.080, Table 6.02. Olympia Municipal Code Section 18.06.080, Table 6.02 is hereby amended to read as follows:

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	**NR**	**PO/RM**	**GC**	**HDC-1**	**HDC-2**	**HDC-3**	**HDC-4 and HDC-4 Capital Mall**	**ADDITIONAL REGULATIONS**
MINIMUM LOT SIZE	7,200 Sq. Ft.	No minimum, except: 1,600 = cottage; 3,000 = zero lot; 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse; 6,000 sq. ft. = duplex; 7,200 sq. ft. = large multifamily; 4,000 = other	No minimum, except: 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse	No minimum, except: 1,600 = cottage; 3,000 = zero lot; 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse; 6,000 sq. ft. = duplex; 7,200 sq. ft. = large multifamily; 4,000 = other	No minimum, except: 1,600 = cottage; 3,000 = zero lot; 1,600 sq. ft. minimum, 2,400 sq. ft average = townhouse; 6,000 sq. ft. = duplex; 7,200 sq. ft. = large multifamily; 4,000 = other	No minimum, except: 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse	No minimum, except: 1,600 sq. ft minimum, 2,400 sq. ft. average = townhouse	See also 18.06.100(D) for regulations on existing undersized lots of record.
FRONT YARD SETBACK	See Chapter 18.110, Basic Commercial Design Criteria	10' maximum, if located in a High Density Corridor; 10' minimum otherwise.	~~5' minimum for residential otherwise none.~~None.	~~0~~ 10' maximum. See 18.130	~~0~~ 10' maximum. See 18.130	~~0~~ 10' maximum. See 18.130	~~0~~ 10' maximum. See 18.130	18.06.100(E). 1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with clear sight triangle

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
								requirements, Section 18.40.060(C). 3. Must comply with site design standards, Chapter 18.100.
REAR YARD SETBACK	15' minimum.	10' minimum; Except: 1. Next to an R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories.	10' minimum; Except: 1. Next to single-family use or an R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district (refer to 1 above if adjacent use is single-family) = 10' minimum + 5' for each bldg. floor	10' minimum; Except: 1. Next to an R4, R4-8, or R6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories; 10 ft. where an alley separates HDC-1 from the above residential district. 2. Next to MR7-13, MR 10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg.	10' minimum; Except: 1. Next to an R4, R4-8, or R6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories; 10 ft. where an alley separates HDC-2 from the above residential district. 2. Next to MR7-13, MR 10-18, RM-18, RM-24, or RMH district = 10' minimum + 5' for each bldg.	10' minimum; Except: 1. Next to single-family use or an R4, R4-8, or R6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district (refer to 1 above if adjacent use is single-family) = 10' minimum + 5' for each bldg. floor above 2 stories.	10' minimum; Except: 1. Next to single-family use or an RLI, R4, R4-8, or R6-12 district - 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district (refer to 1 above if adjacent use is single-family) = 10' minimum + 5' for each bldg. floor	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with site design standards, Chapter 18.100.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
			above 2 stories.	floor above 2 stories.	floor above 2 stories.		above 2 stories.	
SIDE YARD SETBACK	15' minimum.	No minimum on interior, 10' minimum on flanking street; Except: 1. Next to R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5' except 6' on one side of zero lot.	No Minimum; Except: 1. Next to R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5' except 6' on one side of zero lot.	No minimum on interior, 10' minimum on flanking street; Except: 1. Next to R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5' except 6' on one side of zero lot.	No minimum on interior, 10' minimum on flanking street; Except: 1. Next to R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5' except 6' on	No Minimum; Except: 1. Next to R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures; 5' except 6' on one side of zero lot.	No Minimum; Except: 1. Next to RLI, R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures; 5' except 6' on one size of zero lot.	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. Residential side yards can be reduced consistent with 18.04.080(H)(5). 4. Must comply with site design standards, Chapter 18.100.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
					one side of zero lot.			
MAXIMUM BUILDING HEIGHT	35'	Up to 35', if any portion of the building is within 100' of R 4, R 4-8, or R 6-12 district; Up to 60' otherwise.	Up to 35', if any portion of the building is within 100' of R 4, R 4-8, or R 6-12 district; Up to 60' otherwise; or up to 70', if at least 50% of the required parking is under the building; or up to 75', if at least one story is residential.	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise. Provided that one additional story may be built for	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise. Provided that one additional story may be built for	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise; or up to 70', if at least 50% of the required parking is	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise; or up to 70', if at least 50% of the required parking is	1. Not to exceed height limit set by State Capitol Group Height District, 18.10.060, for properties near the State Capitol Campus. 2. Must comply with site design standards, Chapter 18.100. 3. HDC-1 and HDC-2 additional story must comply with OMC 18.06.100.A.6. 4. In a Downtown Design Sub-District, see 18.120.220 and 18.120.440 for upper story step back requirements. 5. If located within the

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
				residential development only.	residential development only.	under the building; or up to 75', if at least one story is residential. Up to 75' for HDC-3 zoned properties located within the Capital Mall Triangle Subarea.	under the building; or up to 75', if at least one story is residential. ~~Up to 75' for HDC-4 zoned properties where the proposed project provides for the development of replacement dwelling units in a development agreement and the project site is all or part of an area of 40 acres or more that was in contiguous common ownership in 2009.~~ Up to 105' for HDC-4 zoned properties located within	Capital Mall Triangle Subarea see OMC 18.06.100.A.7.

1011

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
							the Capital Mall Triangle Subarea. Up to 130' for HDC-4 zoned properties located within the Capital Mall Triangle Subarea and within the Affordable Housing Height Bonus Overlay (see OMC 18.06.100.A.7.)	
~~MAXIMUM BUILDING COVERAGE~~	~~45%~~	~~70%, except 55% for residential only structures~~	~~70%; or 85% if at least 50% of the required parking is under the building.~~	~~70% for all structures~~	~~70% for all structures~~	~~70% for all structures, 85% if at least 50% of the required parking is under the building.~~	~~70% for all structures. 85% of the site if at least 50% of the required parking is under the building. On redeveloped sites, 85% if at least 50% of new required parking is under the~~	~~For projects in the GC and HDC-4 zones west of Yauger Way, limitations of building size per 18.06.100(C) and 18.130.020 apply.~~

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
							~~building or in a structured parking form. 85% for HDC-4 zoned properties where the proposed project provides for the development of replacement dwelling units in a development agreement and the project site is all or part of an area of 40 acres or more that was in contiguous common ownership in 2009.~~	
MAXIMUM IMPERVIOUS SURFACE COVERAGE	50%	70%	85%	85% ~~for all structures~~	85% ~~for all structures~~	85% ~~for all structures~~	85% ~~for all structures~~	See OMC 18.06.100(D).

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
MAXIMUM HARD SURFACE BONUS (not guaranteed, performance based)	70%	85%	100%	100%	100%	100%	100%	Hard surfaces are treated as impervious unless shown workable through an approved design. See OMC 18.06.100(D) for criteria.~~Hard Surfaces are treated as impervious, unless shown workable through an approved design (complies with DDECM), which requires adequate underlying soils.~~
ADDITIONAL DISTRICT-WIDE DEVELOP MENT STANDARDS	Maximum building size (gross sq. ft.): 3,000 for single use; 6,000 for mixed use.	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)).	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)).	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)).	Building Floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)).	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)).	For properties in the vicinity of Kaiser Road and Harrison Ave NE, also see Pedestrian Streets Overlay District, Chapter 18.16. For retail uses over 25,000

1014

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
		and Figure 6-3). In a Downtown Design Sub-District, see Chapter 18.120 for upper story stepbacks.	In a Downtown Design Sub-District, see Chapter 18.120 for upper story stepbacks.				If located within the HDC-4 zone district and within the Capital Mall Triangle Subarea: Building floors above 6 stories which abut a street or residential district must be stepped back a minimum of 8 feet. A step back is not required below 6 stories. Mass timber/cross laminated timber constructed buildings are not required to have a step back.	square feet in gross floor area, see Section 18.06.100(G) Large Scale Retail Uses. EXCEPTION: Section 18.06.100(G) ~~shall~~ does not apply to motor vehicle sales. In a Downtown Design Sub-District, see Chapter 18.120. If located within the Capital Mall Triangle Subarea see OMC Section 18.06.100.B.3.

LEGEND		
NR = Neighborhood Retail	PO/RM = Professional Office/Residential Multifamily	HDC-1=High Density Corridor-1

LEGEND		
GC = General Commercial		HDC-2=High Density Corridor-2 HDC-3=High Density Corridor-3 HDC-4=High Density Corridor-4

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
MINIMUM LOT AREA	7,200 Sq. Ft.	No minimum.	No minimum.	No minimum.	7,200 Sq. Ft. if bldg. height is 35' or less. 12,500 Sq. Ft. if bldg. height is over 35'.	No minimum.	
FRONT YARD SETBACK	10' maximum.	No minimum; however, see Chapter 18.100 for design guidelines for pedestrian access and view corridors. In a Downtown Design Sub-District: 12' from the curb on Type A and B Streets, 10' from curb for Type C Streets.	No minimum. In a Downtown Design Sub-District: 12' from the curb on Type A and B Streets, 10' from curb for Type C Streets.	No minimum. In a Downtown Design Sub-District: 12' from the curb on Type A and B Streets, 10' from curb for Type C Streets.	No minimum.	30' minimum for buildings; 15' for other structures except signs	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. See Design Guidelines, Chapter 18.100.
REAR YARD SETBACK	15' minimum; If next to a residential zone, 15' minimum plus 5' for every	No minimum; however, see Chapter 18.100 for design guidelines for pedestrian access and view corridors.	No minimum.	No minimum.	5' minimum if building has 1 or 2 stories. 10' minimum if building has 3 or more stories.	15' minimum.	50' minimum from property line for agriculture buildings (or structures) which house

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
	story over 3 stories.						animals other than pets.
SIDE YARD SETBACK	10' minimum; 15' minimum plus 5' for every story over 3 stories if next to a residential zone.	No minimum; however, see Chapter 18.100 for design guidelines for pedestrian access and view corridors.	No minimum.	No minimum.	5' minimum if building has 1 or 2 stories. 10' minimum if building has 3 or more stories; AND the sum of the 2 side yards ~~shall~~ must be no less than 1/2 the building height.	5' minimum 30' minimum for buildings and 15' minimum for other structures from flanking streets.	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. See Design Guidelines, Chapter 18.100.
MAXIMUM BUILDING HEIGHT	75'; except hospitals, which may exceed that height.	See 18.06.100(A)(2) and Figure 6-2, Urban Waterfront District Height Limits Exceptions: 1) In the portion of the area Downtown with a height limit of 65', two additional residential stories may be built. See 18.06.100. 2) In the portion of the area on West	Refer to Figure 6-2 and 6-2B for specific height and building configurations required on specific blocks. In a Downtown Design Sub-District, see view protection measures in 18.06.100 and Chapter 18.120.	75'; PROVIDED, however, that two additional stories may be built, if they are residential. For details, see 18.06.100(A)(4), Downtown Business District. There are restrictions around	75' Exception: Up to 100' may be allowed with conditional approval by the City Council, upon recommendation of the Hearing Examiner. For details, see 18.06.100(C)(5), Height, Commercial Services-High Density. In a	40' accessory building limited to 20'.	Not to exceed height limit set by State Capitol Group Height District, 18.10.060, for properties near the State Capitol Campus. See OMC 18.06.100(E)

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
		Bay Drive with a height limit of 42' to 65', the taller height limit is conditioned upon the provision of certain waterfront amenities. See 18.06.100(A)(2)(c).		Sylvester Park (see 18.100.080.)	Downtown Design Sub-District, see view protection measures in 18.06.100 and Chapter 18.120.		
~~MAXIMUM BUILDING COVERAGE~~	~~50%~~	~~60% for properties between the shoreline and the nearest upland street.~~ ~~100% for properties not between the shoreline and the nearest upland street.~~ ~~See also Chapter~~ 18.100 ~~for design guidelines for pedestrian access and view corridors.~~	~~100%~~	~~No requirement.~~	~~No requirement.~~	~~85%~~	-
MAXIMUM IMPERVIOUS SURFACE COVERAGE	60%	100%	100%	100%	100%	85%	See OMC 18.06.100(D).
MAXIMUM HARD SURFACE BONUS (not guaranteed,	80%	100%	100%	100%	100%	100%	Hard surfaces are treated as impervious unless shown workable

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
performance based)							through an approved design. See OMC 18.06.100(D) for criteria.~~Hard Surfaces are treated as impervious, unless shown workable through an approved design (complies with DDECM), which requires adequate underlying soils.~~
ADDITIONAL DISTRICT-WIDE DEVELOPMENT STANDARDS	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(F)). Residential uses (Section 5 of Table 6.01) may not be constructed within 600 feet of Lilly	Street ends abutting the water ~~shall~~ must be preserved to provide views of and public access to the water, pursuant to Section 12.16.050(D) OMC. Section 18.06.100(A)(2)(c) for West Bay Drive building height and view blockage limits; and Chapter 18.100 for West Bay Drive view corridors. See also Chapter 18.100 for Downtown design	Street ends abutting the water ~~shall~~ must be preserved to provide views of and public access to the water, pursuant to OMC Section 12.16.050(D).		Residential uses must comply with High Rise Multi-family (RM-H) development standards.	6' of sight-screening buffer ~~shall~~ must be provided along north, east, and west district boundaries. See Olympia Park Replat covenants for access, and other standards applicable to replat lots.	For properties in the vicinity of the Downtown, also see the Downtown Design Guidelines in 18.120. For retail uses over 25,000 square feet in gross floor area, see Section 18.06.100 (C) Large Scale Retail Uses. EXCEPTION: Section 18.06.100 (C) ~~shall~~ does not apply to motor vehicle sales.

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
	Road except in upper stories of mixed use building; all other development standards are the same as for commercial uses.	guidelines for Pedestrian Access and View Corridors and Waterfront Public Access; Chapter 18.100 for Port Peninsula design guidelines for Pedestrian Connections and View Corridors; Section 18.06.100(A)(2)(c) for West Bay Drive building height and view blockage limits; and Chapter 18.100 for West Bay Drive view corridors.					

LEGEND		
MS = Medical Services DB = Downtown Business	CS-H = Commercial Services - High Density	UW = Urban Waterfront UW-H = Urban Waterfront-Housing AS=Auto Services

Section 20. Amendment of OMC 18.06.100(A). Olympia Municipal Code Subsection 18.06.100(A) is hereby amended to read as follows:

A. Height.

1. Roof structures for the housing of elevators, stairways, tanks, ventilating fans, and similar equipment required to operate and maintain the building, fire, or parapet walls, skylights, towers, flagpoles, chimneys, smoke stacks, wireless masts, T.V. antennas, steeples, and similar structures may be erected above the height limits prescribed in this Title, provided that no roof structure, feature or any other device above the prescribed height limit ~~shall be~~is allowed or may be used for the purpose of providing additional floor space. This height exception does not apply to the additional story provision for residential development described in OMC 18.06.100.A.6.

   a. Any structure may exceed the maximum building height by up to 48 inches to accommodate a roof-mounted solar energy panel.

   b. Provided, further, that no roof structure or architectural feature ~~shall~~ may be erected more than ~~eighteen (~~18~~)~~ feet above the height limit of the district, whether such structure is attached to it or free-standing.

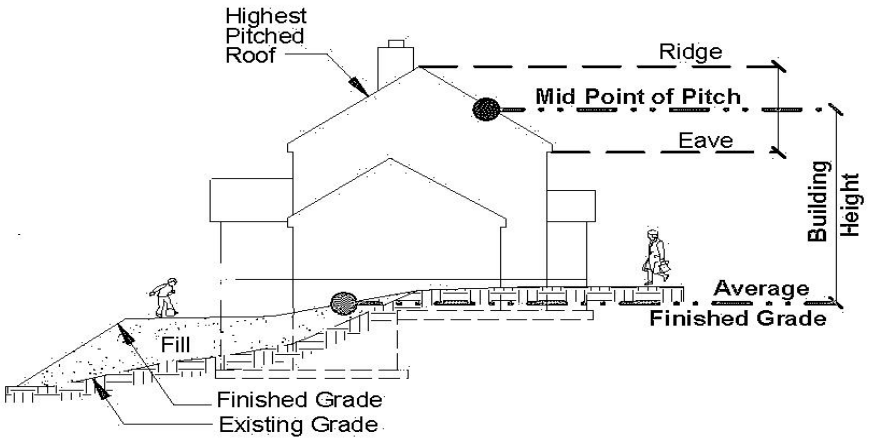


FIGURE 6-1A

2. Urban Waterfront (UW) District.

   a. Allowed building heights in the Urban Waterfront (UW) District are specified in Figure 6-2.

   b. Bonus for residential development.

      i. In the area labeled ~~sixty-five (~~65~~)~~ feet on Figure 6-2, up to two additional stories may be built (except as limited in subsection d below), if the project is located in the downtown, and if the added stories are stepped back from the street wall at

least eight ~~(8)~~ feet, and if an equivalent floor area (equal to the amount from the added stories) is provided for residences, as follows:

(a) In the same building--i.e., it is a residential or a mixed use building; or

(b) With commercial and residential uses in separate buildings on the same site; or

(c) With commercial and residential uses on separate sites within the Urban Waterfront (UW) district.

ii. Occupancy. Housing provided under this bonus provision as part of a mixed use project must receive an occupancy permit at the same time as, or in advance of, issuance of an occupancy permit for non-residential portions of the project.

iii. Conversion. Housing provided under this bonus provision ~~shall must~~ may not be converted to commercial use.

iv. Source of housing units. Housing provided under this bonus provision may be:

(a) New construction,

(b) Adaptive reuse of a formerly non-residential structure, or

(c) Rehabilitation of existing housing.

c. West Bay Drive building height and view blockage limits.

i. In order to retain public and private view access to Budd Inlet from hillside sites above West Bay Drive, the maximum building height in the West Bay Drive portion of the Urban Waterfront (UW) District labeled " 42'-65' " on Figure 6-2 ~~shall be~~is up to a maximum of 42 feet, except as provided in subsections (iii) and (iv) below.

ii. In order to retain public view access of Budd Inlet from street level in the West Bay Drive portion of the Urban Waterfront (UW) District labeled " 42'-65' " on Figure 6-2, view blockage ~~shall be~~is limited as follows:

(a) Views of the water will be defined as area without obstruction by buildings or major structures measured between 45 and 90 degrees to West Bay Drive, as illustrated in Figure 6-2A.

(b) Said view blockage ~~shall be~~is limited to 45 percent of the views of the water from West Bay Drive by buildings or major structures located between West Bay Drive and the mean high water line.

(c) Exceptions are provided in subsections (iii) and (iv) below.

iii. Development ~~shall be~~is subject to the alternate standards for building height and view blockage, if alternate waterfront view access is provided through public amenities as follows:

Amenity Provided	**Limits on Horizontal View Blockage and Height**
Waterfront Trail	70% up to 42 ft., OR 45% up to 65 ft.
Expanded Waterfront Trail Corridor Facility (or small waterfront park area).	50% up to 42 ft., OR 45% up to 50 ft.
Both	70% up to 65 ft.
Any development over 42 feet ~~shall must be~~is required to include a minimum of 20~~%~~ percent of the usable building area for residential purposes.	

iv. Criteria for approval of alternate waterfront view access.

(a) Waterfront Trail.

(1) Trail right-of-way consistent with City trail standards ~~shall~~ must be dedicated to the City.

(2) The trail ~~shall~~ must be designed consistent with City standards and requirements, or as otherwise approved by the Olympia Parks, Arts and Recreation Department. Because the trail passes by different land uses, it may take a different character in different locations, for reasons of safety, privacy, or environmental protection.

(3) The developer ~~shall~~ must design, build, and dedicate the facility to the City.

(4) An analysis of recreation needs ~~shall~~must be provided by the Olympia Parks, Arts and Recreation Department. An analysis of environmental impacts, hazardous waste risks, and engineering issues sufficient to determine the design and location for the trail facility must~~shall~~ be approved by the Olympia Parks, Arts and Recreation Department but provided by the developer. All analysis must~~shall~~ be complete prior to approval.

(b) Expanded Waterfront Trail Corridor Facility or Small Waterfront Park.

(1) The developer ~~shall~~ must build and dedicate the facility and its site to the City.

(2) The expanded waterfront trail corridor facility or small park area must~~shall~~ be designed consistent with City and other applicable government standards and requirements, or as otherwise approved by the Olympia Parks, Arts and Recreation Department. The expanded waterfront trail corridor facility or small park may vary in size from City park standards and could include additional right-of-way for the expanded trail, landscaping, habitat enhancement, benches, lighting, parking, restrooms, garbage receptacles, telephones, interpretive signs, and other park facilities.

(3) An analysis of environmental impacts, hazardous waste risks, trail improvements, and engineering issues sufficient to design the

expanded waterfront trail corridor facility or small park area mustshall be approved by Olympia Parks, Arts and Recreation Department but provided by the developer. All analysis mustshall be complete prior to approval.

(4) The expanded waterfront trail corridor facility or small park mustshall have a publicly accessible connection to West Bay Drive, designed, constructed, and dedicated for public use by the developer.

v. The view blockage rules mustshall be applied on a project-wide basis and not for each lot or parcel in a project, thus allowing projects providing more views on some lots to have more view blockage on other lots as long as the overall project meets the view blockage requirements.

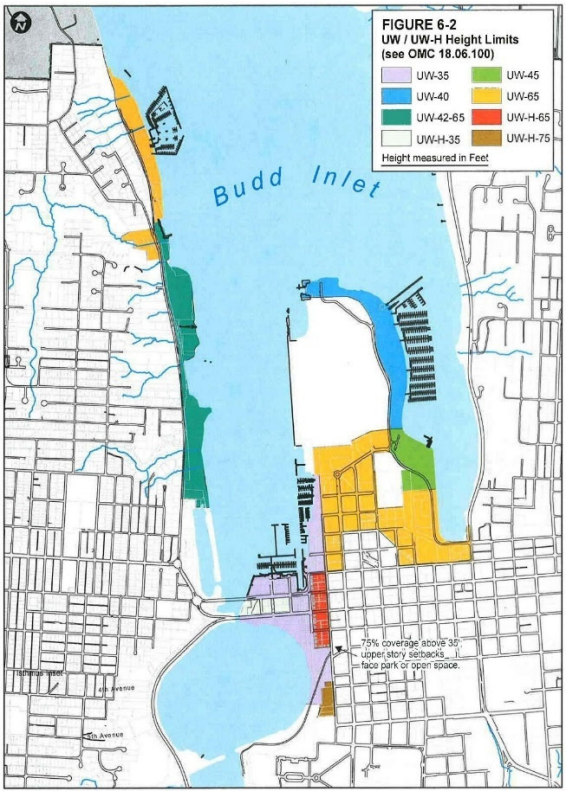
d. Landmark Views: In order to protect designated landmark views from public observation points, the height bonus allowed in subsection b, above, is limited as follows:

ii. Block 14 Height Bonus: A view analysis of the proposed development mustshall be submitted that demonstrates the view of the Capitol Drum and Dome will remain visible from the East Bay Lookout after the development occurs. This may prohibit use of the height bonus, or restrict which portions of the block are eligible to use the bonus. Block 14 is bounded by Olympia Avenue, Adams Street, Thurston Avenue, and Jefferson Street.

iii. Block 122: Height bonus is limited to one additional story, up to a maximum height of 75 feet. Block 122 is bounded by Olympia Ave, Jefferson Street, and Marine Drive.

iv. Block 123: The bonus height provision is not applicable in this location. Block 123 is bounded by Corky Avenue and Market Street to south and industrial uses to the north.

Figure 6-2 Urban Waterfront and Urban Waterfront Height Limits*



* See 18.06.100(A)(2) for height limitations that apply to Blocks 14, 122, and 123 in order to protect adopted landmark views from specific observation points.

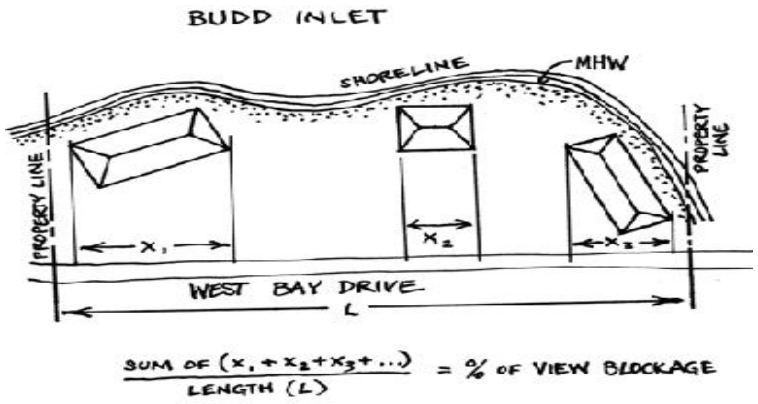


FIGURE 6-2A
Calculating View Blockage in a portion of the
Urban Waterfront District along West Bay Drive.

3. Commercial Services-High Density. The maximum building height allowed is ~~one hundred (100)~~ feet. Provided, however, that no building or structure may exceed ~~seventy-five (75)~~ feet in height without conditional review and approval by the Hearing Examiner. Approval of structures exceeding ~~seventy-five (75)~~ feet in height ~~shall~~ must meet the following criteria:

   a. The building design ~~shall~~ must be compatible with or enhance the physical characteristics of the site, the appearance of buildings adjacent to the site, and the character of the district.

   b. The site plan ~~shall~~ must facilitate efficient and convenient circulation, ~~shall~~ must include landscaping that creates a pleasing appearance from both within and off the site, and ~~shall~~ must be an asset to the community at large.

   c. Enhancement of public view access or direct public access to usable open space areas ~~shall~~ must offset any potential upland view loss which may occur as a result of the proposal.

4. Downtown Business District.

   a. Building height allowed outright in the DB zone is ~~seventy-five (75)~~ feet.

   b. Bonus for residential development.

   c. Enhancement of public view access or direct public access to usable open space areas ~~shall~~ must offset any potential upland view loss which may occur as a result of the proposal.

      i. Buildings may exceed the height allowed outright (75 feet) by up to two ~~(2)~~ stories, if the added stories are stepped back from the street wall at least eight ~~(8)~~ feet, and if floor area equal to the amount from the added stories is provided for residences:

         (a) In the same building--i.e., it is a residential or a mixed use building; or

(b) With commercial and residential uses in separate buildings on the same site; or

(c) With commercial and residential uses on separate sites within the Downtown Business (DB) zone.

ii. Occupancy. Housing provided under this bonus provision as part of a mixed use project must receive an occupancy permit at the same time as, or in advance of, issuance of an occupancy permit for non-residential portions of the project.

iii. Conversion. Housing provided under this bonus provision ~~must~~may~~shall~~ not be converted to commercial use.

iv. Source of housing units. Housing provided under this bonus provision may be:

(a) New construction,

(b) Adaptive reuse of a formerly non-residential structure, or

(c) Rehabilitation of existing housing.

5. Urban Waterfront - Housing.

a. Allowed building heights in the Urban Waterfront-Housing District are specified in Figure 6-2.

b. Required step backs and placement of step backs over 35 feet on specific blocks are specified in Figure 6-2.

6. High Density Corridor (HDC - 1 and HDC - 2).

a. Building height allowed outright in the HDC-1 and HDC-2 zones as outlined in OMC 18.06.080, Table 6.02.

b. Additional story for residential development.

i. Additional story can only be allowed for those development that do not provide a mechanical "penthouse" room as allowed under the provisions of OMC 18.06.100.A. However, the additional story can be occupied with both residential development and mechanical equipment.

ii. Buildings may exceed the height allowed outright in OMC 18.06.080, Table 6.02, by one ~~(1)~~ story. The additional story cannot exceed ~~fourteen (~~14~~)~~ feet above the maximum allowable height requirement as specified in OMC 18.06.080, Table 6.02.

iii. The additional story must be stepped back at least eight ~~(8)~~ feet from any abutting street or any abutting residential zoning district. See OMC 18.06.100.B.2.

iv. Housing provided under this additional story as part of a mixed use project must receive an occupancy permit at the same time as, or in advance of, issuance of an occupancy permit for non-residential portions of the project.

v. Housing provided under this additional story provision ~~must~~may~~shall~~ not be converted to commercial use. Except that the residential units may conduct business activities under the provision for home occupations. See OMC 18.04.060.I.

vi. Housing provided under this bonus provision may be:

(a) New construction;

(b) Adaptive reuse of a formerly non-residential structure, or

(c) Rehabilitation of existing housing.

vii. This additional story is not available and will not be approved within 100 feet of a designated historic district.

7. High Density Corridor (HDC - 3 and HDC - 4) within the Capital Mall Triangle Subarea.

a. For properties located within the HDC-3 zone and within the Capital Mall Triangle Subarea the maximum building height is 75 feet.

b. For properties located within the HDC-4 zone and within the Capital Mall Triangle Subarea the maximum building height is 105 feet.

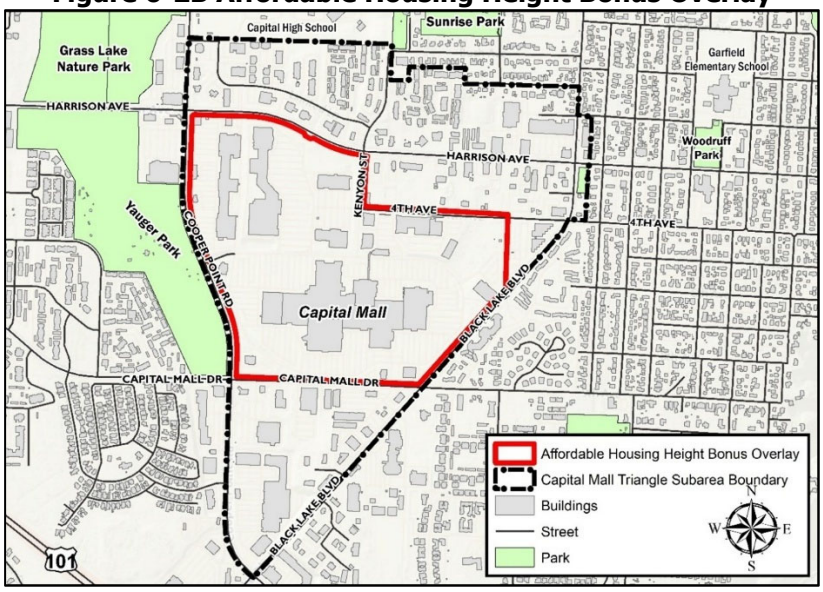
c. Maximum building height is 130 feet for development that meet all of the following requirements:

i. Located within the Capital Mall Triangle Subarea; and

ii. Located within the Affordable Housing Height Bonus Overlay as shown in Figure 6-2B; and

iii. At least 30 percent of the dwelling units are affordable for at least 50 years for those whose income is 80 percent or less of the area median income.

Figure 6-2B Affordable Housing Height Bonus Overlay



Section 21. <u>Amendment of OMC 18.06.100(B)</u>. Olympia Municipal Code Subsection 18.06.100(B) is hereby amended to read as follows:

B. Upper Story StepBacks.

1. High Density Corridor-1 (HDC-1), Community Retail (CMR), High Density Corridor-2 (HDC-2, General Commercial (GC), High Density Corridor-4 (HDC-4), Medical Services (MS), and Professional Office/Residential Multifamily (PO/RM) District Requirements:

   Building floors above three ~~(3)~~ stories which abut a street or residential district must be stepped back a minimum of eight ~~(8)~~ feet (see Figure 6-3).

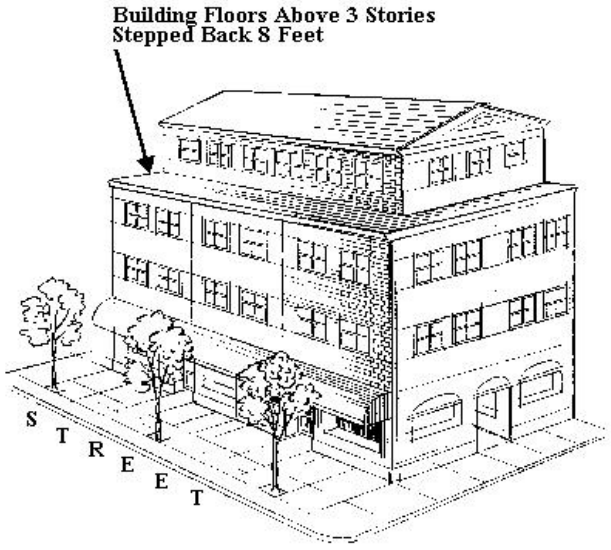


FIGURE 6-3

2. Additional Story Provision for HDC-1 and HDC-2. Projects within the HDC-1 and HDC-2 zoning districts which use the additional story provisions for residential development as outlined in OMC 18.06.100.A.6, must step the additional story back by a minimum of eight ~~(8)~~ feet. The step back is required for the additional story which abuts a street or residential district.

3. If located within the HDC-4 zone district and within the Capital Mall Triangle Subarea, building floors above six stories which abut a street or residential district must be stepped back a minimum of eight feet. A step back is not required below the sixth floor.

   a. Mass timber/cross laminated timber constructed buildings are not required to have a step back.

4. The upper story step-back is not required when the entire structure is setback from the property line the distance required by the stepback, or farther.

5. Façade modulation and upper-story step-backs are not required for the following types of residential projects:

   a. Affordable housing;

   b. New construction meeting passive house requirements;

   c. The retrofit of existing buildings meeting passive house requirements. "Passive house requirements" means the criteria for certification as a passive house by Phius or the international passive house institute.

   d. The conversion of existing buildings to housing or mixed-use development that includes housing;

   e. Modular construction. "Modular construction" means a multistory residential or commercial building constructed of standardized components produced off-site, which are transported and assembled at a final location.

   f. Mass timber construction. "Mass timber construction" means a building with structural components primarily made of mass timber products as defined in RCW 19.27.570.

Section 22. Amendment of OMC 18.06.100(D). Olympia Municipal Code Subsection 18.06.100(D) is hereby amended to read as follows:

D. Impervious Surface Coverage

2. On development sites incorporating 'vegetated roofs,' the impervious surface coverage limits ~~of Neighborhood Retail, Professional Office/Residential Multifamily and Medical Service districts shall~~may be increased one square foot for each square foot of vegetated roof area up to 5% of the total site area if adequate assurance is provided that the proposed vegetated roof will provide substantial stormwater management benefits for a period of at least 30 years.

3. Calculation exclusions: The following are excluded from the impervious and hard surface coverage limit calculations. Note: These exclusions do not apply to calculations or requirements related to the Drainage Design and Erosion Control Manual.

   a. Ingress/egress easements serving a neighboring property.

b. Areas excluded from the minimum lot area calculations (see OMC 18.04.080(c)(4)), such as the panhandle of a flag lot;

c. Portions of the driveway that extend beyond the required setback area when the additional length is caused by compliance with the municipal code requirements, such as critical area and buffer protections;

d. Areas partially or wholly covered by water (seasonally or year-round) are to be excluded from the total site area before calculating the coverage percentage. This does not include human-made stormwater retention ponds.

4. To obtain approval of a hard surface bonus, an engineered drainage design must be submitted that includes the following:

a. The area in excess of that allowed by Table 4.04 must meet the Drainage Design and Erosion Control Manual (DDECM) core requirement #5 (or as amended) for onsite stormwater treatment, and core requirement #7 for flow control, regardless of minimum area thresholds. Plans must address the following:

i. Projects that would otherwise be exempt from DDCEM requirements for flow control must demonstrate compliance, regardless of the exemption, in order to obtain the bonus.

ii. Flood control systems to be included might include pervious pavement, pervious geogrid, bioretention, infiltration, green roofs, or micro-detention systems. If compliance cannot be provided, the bonus will be denied.

iii. Permeable pavement and geogrid on Type D soils are ineligible.

b. Maintenance agreements are required prior to permit issuance for the flood control system.

Section 23. Addition of OMC 18.06.100(E). Olympia Municipal Code Subsection 18.06.100(E) is hereby added to read as follows:

E. In HDC zones, maximum setbacks established in Table 6.02 only apply to properties abutting design review corridors designated in Chapter 18.100 OMC and streets classified as arterials.

Section 24. Amendment of OMC 18.12.020. Olympia Municipal Code Section 18.12.020 is hereby amended to read as follows:

The purpose and intent of this chapter is to provide for the identification, enhancement, perpetuation, and use of historic resources within the City in order to:

A. Safeguard the heritage of the City as represented by those sites, buildings, districts, structures, and objects ~~which~~ that reflect significant elements of the City's history as told from all perspectives.

B. Strengthen the economic vitality of the City by ~~promoting the stabilization and improvement of property values in historic areas, and by~~ encouraging new buildings and developments that will be harmonious with existing historic buildings, districts, and sites ~~and areas~~.

C. Foster civic and neighborhood pride in the beauty and accomplishments of the past while recognizing the various perspectives and untold stories that have led to the City's history and sense of identity. ~~, and a sense of identity based on the City's history.~~

D. ~~Protect and enhance~~Support the City's ~~ability~~ economic development initiatives by~~to~~ attracting tourists and visitors, thereby stimulating the local economy.

E. Assist, encourage, and provide incentives to private owners for preservation, restoration, ~~redevelopment and use~~and adaptive re-use of outstanding historic buildings, districts, neighborhoods, streets, structures, objects, and sites.

F. Promote and facilitate the early identification and resolution of conflicts between the preservation of historic resources and alternative land uses.

G. Conserve valuable material and energy resources by ongoing use and maintenance of the existing built environment.

Section 25. Amendment of OMC 18.12.040. Olympia Municipal Code Section 18.12.040 is hereby amended to read as follows:

The Olympia Heritage Commission consists of up to ~~eleven~~ nine ~~(9~~11~~)~~ members. The City Council appoints ~~Members~~ members of the Heritage Commission ~~shall be~~are ~~appointed by the City Council~~.

Section 26. Amendment of OMC 18.12.045(B), Olympia Municipal Code Subsection 18.12.045(B) is hereby amended to read as follows:

B. The Heritage Commission ~~shall~~ must always include at least two~~four (2~~4~~)~~ professionals who have experience in identifying, evaluating, and protecting historic resources and who are selected from among the disciplines of history, architecture, architectural history, historic preservation, planning, cultural anthropology, archeology, cultural geography, folklore, curation, conservation, landscape architecture, real estate, law, or related disciplines. ~~American studies, law, and real estate.~~

1. Heritage Commission action that would otherwise be valid ~~shall~~ is not ~~be rendered~~ invalid by the temporary vacancy of one or all of the professional positions, unless the Heritage Commission action is related to meeting Certified Local Government (CLG) responsibilities cited in the Certification Agreement between the City of Olympia and the State Department of Archaeology and Historic Preservation, in which case Heritage Commission action may only be taken if in compliance with said agreements.

2. The City Council may grant an ~~Exception~~ exception to the residency requirement of Heritage Commission members ~~may be granted by the City Council~~ in order to obtain representatives from these disciplines.

Section 27. Amendment of OMC 18.12.050. Olympia Municipal Code Section 18.12.050 is hereby amended to read as follows:

Appointment of members to the Heritage Commission ~~shall be~~is made for a three ~~(3)~~ year term and may be extended by City Council reappointment. The City Council shall appoint members to fill any vacancies for the unexpired term. (See OMC 2.100 Community-Member Advisory Boards, Commissions and Committees)

Section 28. Amendment of OMC 18.12.055. Olympia Municipal Code Section 18.15.055 is hereby amended to read as follows:

A. The major responsibilities of the Heritage Commission are: to identify and actively encourage the preservation of Olympia's historic resources by maintaining, updating, and expanding the Olympia Heritage Register and reviewing proposed changes to Heritage Register properties; to raise community awareness of Olympia's history and historic resources; and to serve as the City's primary resource in matters of history, historic planning, and preservation.

~~A.~~B. In carrying out these responsibilities the Heritage Commission mustshall engage in the following:

1. Educate property owners about the importance of rehabilitating, preserving, and maintaining ~~the~~ historic properties or objects.

2. Initiate and review periodic surveys of historic properties in Olympia to help identify buildings of historical significance to the community.

3. Maintain a Local Heritage Register according to criteria and procedures stated in Sections 18.12.080 and 18.12.085. This Local Heritage Register mustshall list buildings, structures, districts, sites, and objects identified by the Heritage Commission as having historic significance worthy of recognition and protection by the City.

4. Consider the establishment or expansion of Historic Districts (see OMC 18.12.085.C).

5. Review and make recommendations to the City Council on applications for Special Valuation Tax (see OMC 3.60).

6. Review proposals and applications to construct, ~~change, alter, modify,~~ remodel, remove, or significantly affect properties or districts on the Heritage Register properties, as provided OMC 18.12.090 and 18.12.100. Such review mustshall be for the purpose of providing recommendations on identifying and mitigating the impacts of the proposed action to the identified historic resource~~. All recommendations shall be consistent with the Design Review Criteria and SEPA Mitigation~~. The City agency or body charged with acting on such a permit or document mustshall forward a copy of the final decision to the Heritage Commission.

7. Make recommendations to the City Council to be used in the land use and permitting process to guide this review.

8. Participate in, promote, and conduct public information, educational, and interpretive programs pertaining to historic and archaeological resources.

9. Provide information to the public on methods of maintaining and rehabilitating historic properties. This may take the form of online resources, pamphlets, newsletters, workshops, or similar activities.

10. Recognize excellence in the rehabilitation of historic objects, buildings, structures, sites, and districts, and new construction in historic areas; and encourage appropriate measures for such recognition.

11. Be informed about and provide information to the public on incentives for preservation of historic resources, including legislation, regulations, and codes which encourage the use and adaptive reuse of historic properties.

12. Make recommendations to the City Council on nominations to the Washington Heritage Register and National Register of Historic Places.

13. Investigate and report to the City Council on the use of various federal, state, local, or private funding sources available to promote historic, archaeological, and cultural resources in the City.

14. Provide liaison support, communication, and cooperation with federal, state, and other local governmental and Tribal entities which will further historic preservation objectives, including public education, within the Olympia area.

15. Review and provide recommendations to the City Council on the conduct of land use, housing, and redevelopment, municipal improvement, and other types of planning and programs undertaken by any agency of the City, other neighboring cities and towns, the County, and the state or federal governments, as they relate to historic and archaeological resources within the City.

16. Conduct all Heritage Commission meetings in compliance with RCW Chapter 42.30, the Open Public Meetings Act, to provide for public participation and adopt standards to guide this action.

17. Coordinate as appropriate with City departments and other heritage organizations.

18. Perform any other functions designated to the Commission by the City Council.

Section 29. Amendment of OMC 18.12.065. Olympia Municipal Code Section 18.04.065 is hereby amended to read as follows:

All members of the Heritage Commission ~~must~~shall ~~~~serve without compensation except for out-of-pocket expenses incurred in connection with Heritage Commission meetings or programs, and which are in accordance with City policy for Community-Member Advisory Boards, Commissions and Committees (See OMC 2.100.040), and reimbursement of expenses.

Section 30. Amendment of OMC 18.12.080. Olympia Municipal Code Section 18.12.080 is hereby amended to read as follows:

Section 18.12.080 - **Olympia** Heritage Register - Criteria to Designate Property

Section 31. Amendment of OMC 18.12.085. Olympia Municipal Code Section 18.12.085 is hereby amended to read as follows:

Section 18.12.085 - Olympia Heritage Register - Process to Designate Property to the Olympia Heritage Register or Establish a Local Historic District

Listing on the Olympia Heritage Register is an honor that denotes significant association with the historic, archaeological, engineering, or cultural heritage of the community. Properties are listed individually or as a Historic District.

A. Any person, including members of the Heritage Commission, may nominate a building, structure, object, site, or district for inclusion on the City Heritage Register.

B. Individual Properties:

1. Applications mustshall be on forms provided by the city and include information and documentation supporting the historic significance of the building, structure, object, site, or district.

2. The application mustshall specify the exterior features, outbuildings, and other characteristics of the site and the building interior (if any) that contribute to its designation.

3. Notification of nomination will must be sent to the property owner.

4. If someone other than the property owner makes a nomination, the Heritage Review Committee may deny an application for placement on the Heritage Register based on a determination of ineligibility during a preliminary review. Applicants may appeal this denial to the Heritage Commission.

5. If an application advances to the full Heritage Commission, notification of nomination will be sent to the property owner and posted on the site.

6. Notification of a public hearing will be mailed to the property owner and the applicant(s), posted on the site, and published in a newspaper of general circulation in Olympia, not less than ten (10) days prior to the hearing.

7. The Heritage Commission shall consider the merits of the nomination according to the criteria in OMC 18.12.080 following a public hearing.

8. If the Heritage Commission finds that the nominated property meets the designation criteria in OMC 18.12.080 and has the property owner's consent, the property mustshall be listed on the Heritage Register and owner(s) and lessee(s), if any, notified of the listing.

9. A marker for register properties with information about the property and its significance must be approved by the Heritage Commission or staff. The City may provide this marker.

10. If the owner does not consent to placement of the owner's property on the Olympia Heritage Register, after following process set forth in OMC 18.12.085.B above, the Heritage Commission may recommend that the City Council approve designation without property owner consent. Notice will be given to the property owner at least 10 (ten) days prior to the City Council review. A person who is adversely aggrieved by a decision of the City Council under this subsection may appeal the City Council decision to Thurston County Superior Court as provided by law.

C. Districts:

1. Signatures must be obtained from the owners of a majority of the properties within the proposed district.

2. Applications shall must be on forms and include information and documentation supporting the historic significance of the district.

3. The application shall must specify the exterior features, outbuildings, and other characteristics of the sites within the district and the overall character defining elements that contribute to its designation, and identify the contributing and non-contributing status of the properties within the district.

4. The Heritage Review Committee or staff may deny an application for Historic District status based on a determination of ~~a~~ ineligibility during a preliminary review. Applicants may appeal this denial to the Heritage Commission.

5. The Heritage Commission shall consider the merits of the nomination according to the criteria in OMC 18.12.080 following a public hearing. If the Heritage Commission finds that the nominated district meets the designation criteria in OMC Section 18.12.080, the district may be listed on the Olympia Heritage Register with the owner's consent and the owner(s) and lessee(s), if any, notified of the listing.

6. If a majority of property owners within the proposed district boundaries do not consent to local District designation, after following process set forth above, the Heritage Commission may recommend that the City Council approve designation without property owner consent. Notice will be given to the property owners at least 10 ~~(ten)~~ days prior to the City Council review. A person who is ~~adversely affected or~~ aggrieved by a decision of the City Council under this subsection may appeal the City Council decision to Thurston County Superior Court pursuant to the procedures set forth in ~~RCW Chapter~~state law.

D. The decision of the Heritage Commission designating objects, properties, and districts to the City Register may be appealed by the owner(s) of the affected property in writing on forms provided by the City within ~~thirty (~~30~~)~~ days to the City Council. Decisions of the City Council may be appealed to Thurston County Superior Court pursuant to the procedures set forth in state law.

E. Properties listed within a local Historic District must~~shall~~ be noted on the official records of the City. Such properties ~~must~~shall be are subject to the provisions set forth in this Chapter, as well as the bulk, use, setback, and other controls of the zoning district in which they are located. Nothing contained in this Chapter ~~shall~~ may be construed to be repealing, modifying, or waiving any zoning or building code provisions.

F. Markers noting the boundaries of the Historic District must be approved by the Heritage Commission or staff. The City may provide these markers.

Section 32. Amendment of OMC 18.12.100. Olympia Municipal Code Subsection 18.12.100 is hereby amended to read as follows:

Demolition of a Historic Building or a Contributing Historic District Property. Findings and a recommendation to the Building Official made by the Heritage Commission or Historic Preservation Officer is required before a permit may be issued to allow whole or partial demolition of a designated structure or facility of recognized historical significance, which for the purposes of WAC 197-11-800(2)(g) is one listed on the Olympia Heritage Register, Washington Heritage Register, or National Register of Historic Places. The owner or the owner's agent must~~shall~~ apply to the Building Official who will request a review of the proposed demolition by the Heritage Commission. The Heritage Commission shall recommend to the Building Official the approval or denial of the proposed demolition. Recommendations may also include steps to mitigate the loss of the property ~~through, but not limited to, the procedures described in the SEPA Mitigation Policy for Olympia Historic Resources~~. The Building Official shall give substantial weight to these recommendations in establishing conditions of approval of the permits granted. If the structure is demolished, the Heritage Commission shall initiate the procedure for removal of the structure from the Heritage Register and may recommend designation as a historic site.

Section 33. Amendment of OMC 18.12.130. Olympia Municipal Code Section 18.12.130 is hereby amended to read as follows:

A. The City shall notify ~~Interested~~ interested Tribes and the State Department of Archaeology and Historic Preservation (DAHP) ~~must~~~~shall be notified~~ when an application for land use approval has been submitted to the City of Olympia as described in OMC 18.70.130 ~~Public Notification Procedures~~Notice of Application. Additional ~~notice of~~Tribal or Agency~~-~~ consultation may be provided by the City Historic Preservation Officer.

B. Consistent with law, any recommendations and/or requests by Consulting Tribes and/or DAHP on cultural resource protection ~~will~~ must be given substantial weight in decisions on land use or development permit approval and subsequent permit issuance.

Section 34. Amendment of OMC 18.12.140. Olympia Municipal Code Section 18.12.140 is hereby amended to read as follows:

A. Cultural Resources must~~shall~~ be protected from damage during construction and all other development activities in accordance with OMC Sections 18.12.120 and 18.12.140B.

B. Additional Protections for Cultural Resources.

1. ~~Building~~ Development permit recipients for ~~development~~ projects that meet the following criteria ~~shall be~~are required to sign an Inadvertent Discovery Plan (IDP) provided by the City of Olympia Historic Preservation Officer:

   a. All type II or III projects subject to Notice of Application, where ~~public notice was give to affected tribes and~~ a request for an IDP was submitted by an interested Tribe or Agency; and ~~subject to State Environmental Policy Act (SEPA) thresholds; and~~

   ~~a.~~b. All ground disturbing projects considered to have high risk of encountering cultural resources as identified by the Historic Preservation Officer.

   ~~b. All projects located within the Downtown SEPA Exemption Area.~~

   The signed IDP must~~shall~~ be held on site throughout the duration of any ground-disturbing activities related to the project.

2. The Director may require additional actions to protect known or predicted cultural resources as a result of requests submitted by Consulting Tribes and/or DAHP during consultation for the following:

   a. Projects subject to State Environmental Policy Act (SEPA) thresholds;

   b. Type II and III ~~P~~projects subject to Agency consultation as per OMC 18.12.130 Tribal and Agency Consultation on Development Review;

   c. Projects on sites considered as having high risk of encountering cultural resources or known to include an archaeological site; and

   ~~d. Projects located within the Downtown SEPA Exemptions Area; and~~

   ~~e.~~d. Projects subject to other State and Federal laws which protect cultural and historic resources, including but not limited to Executive Order 05-05 and Section 106 of the National Historic Preservation Act.

Section 35. Amendment of OMC 18.36.080. Olympia Municipal Code Section 18.36.080 is hereby amended to read as follows:

A plan of proposed landscaping and screening mustshall be included with plans submitted for site plan review or Hearing Examiner review. The plans mustshall be drawn to scale and contain the following information:

A. Landscape Plan.

1. Plan Preparation.

a. Four (4) or Less fewer Multifamily Units and Commercial Development having less than 20,000 square feet of gross floor area. Landscape plans required by this section mustshall be prepared by a person experienced in the selection and installation of plant materials and landscape design. Plans mustshall be drawn to scale and meet all plan submittal requirements of item 2 below.

b. Five (5) or More Multifamily Units; Commercial Development consisting of 20,000 square feet or more of gross floor area; and all development located on a High Density Corridor or Design Review Corridor. Landscape plans required by this section shall must be prepared by a Registered Landscape Architect or Certified Washington State Landscaper or Horticulturalist. Plans prepared by others shall must have their design plans certified by one of the aforementioned groups, attesting that all requirements of this Chapter have been met or exceeded.

2. Plan Requirements. New landscape plans must identify location, species, and diameter or size of plant materials using both botanical and common names. Drawings shall must reflect the ultimate size of plant materials at maturity. All drawings shall must depict:

a. Existing property lines and perimeter landscape areas;

b. All public and private open space, including plazas, courts, etc.;

c. Parking lot planting areas and vehicle use areas, driveways, and walkways;

d. Location of clear sight triangle, if applicable;

e. Location of buildings or structures (existing and proposed);

f. Location of aboveground stormwater drainage pond(s) and swales;

g. Street tree location;

h. Screening of mechanical equipment;

i. Existing soil type and required amendments;

j. Planting details describing method of installation;

k. Location and description of existing trees or groves of trees to be retained;

l. Location and description of existing soils and groundcover vegetation to be retained;

m. Location and type of any invasive plants and timeline for removal;

n. Planting locations showing mature size of plants, size of planting stock, species of plant materials, and tree density calculations;

o. Timeline for site preparation and installation of plant materials;

p. Cost-estimate for the purchase, installation and three ~~(3)~~ years maintenance of landscaping~~.~~;

q. Location of underground utility lines and equipment; and

r. Irrigation plans, if applicable for the project.

Section 36. Amendment of OMC 18.38.040. Olympia Municipal Code Subsection 18.38.040 is hereby amended to read as follows:

Unless specifically exempted in this chapter, every land use ~~shall~~ must have permanently maintained off-street parking facilities pursuant to the following regulations.

A. Exemptions. The following are not required to provide off-street parking as a condition of permitting of residential projects:

1. Affordable housing proposals.

2. New construction or the retrofit of existing buildings meeting passive house requirements. "Passive house requirements" means the criteria for certification as a passive house by Phius or the international passive house institute.

3. Modular construction. "Modular construction" means a multistory residential building constructed of standardized components produced off-site, which are transported and assembled at a final location.

4. Mass timber construction. "Mass timber construction" means a building with structural components primarily made of mass timber products as defined in RCW 19.27.570.

Section 37. Amendment of OMC 18.38.100(C) Olympia Municipal Code Subsection 18.38.100(C) is hereby amended to read as follows:

C. Residential Provisions.

1. For a residential use, such as housing for seniors or people with disabilities, that provide parking for staff or visitors, that comply with parking provisions in state law (RCW 36.70A.620), the property owner shall record a covenant restricting use of the site to the approved use (e.g., seniors, people with disabilities). The covenant must be recorded prior to issuance of applicable construction permits.

2. For projects outside of the Downtown Exempt Parking Area, development projects with five or more residential units must provide at least one accessible parking space. Accessible parking must meet the location and dimensional standards in the adopted building codes.

3. For single family homes and middle housing units on individual lots, and mobile home parks, there is no maximum amount of parking allowed when all other zoning standards are satisfied (e.g. lot coverages).

4. New residential development projects within the area bounded by Cooper Point Road, Black Lake Boulevard, and Harrison Avenue (known as the Capital Mall Triangle) are exempt from minimum motor vehicle parking requirements.

5. A maximum of 0.25 off-street parking spaces per sleeping unit is required for co-living housing projects (see RCW 36.70A.535(3)(a)(ii)).

6. Parking spaces that count towards minimum parking requirements may be enclosed or unenclosed.

7. Tandem parking spaces (one space for every 20 linear feet) may count towards meeting minimum parking requirements, with any necessary provisions for turning radius. "Tandem" is defined as having two or more vehicles, one in front of or behind the others with a single means of ingress and egress.

8. The existence of legally nonconforming gravel surfacing in existing designated parking areas is not a reason for prohibiting utilization of existing space in the parking area to meet local parking standards, up to a maximum of six parking spaces.

9. Parking spaces may not be required to exceed eight feet by 20 feet, except for required parking for people with disabilities.

10. The city will not impose off-street parking requirements as a condition of permitting a residential project if compliance with tree retention would otherwise make a proposed residential development or redevelopment infeasible.

11. Parking spaces that consist of grass block pavers may count toward minimum parking requirements.

12. Existing parking spaces that do not conform to the requirements of this chapter as of June 6, 2024, are not required to be modified or resized, except for compliance with the Americans with Disabilities Act. Existing paved parking lots are not required to change the size of existing parking spaces during resurfacing if doing so will be more costly or require significant reconfiguration of the parking space locations.

Section 38. Amendment of OMC 18.38.160(C). Olympia Municipal Code Subsection 18.38.160(C) is hereby amended to read as follows:

C. Downtown Exempt Parking Area (See Figure 38-2).

1. ~~Existing buildings constructed prior to January 1, 2002, which are located within the Downtown Exempt Parking Area (See Figure 38-2),~~All structures and use types ~~shall be~~are exempt from the vehicle parking standards. However, a change of use within ~~such~~ existing structures must~~shall~~ comply with the long-term and short-term bicycle parking standards pursuant to Table 38.01;

2. ~~All new residential buildings and uses located within the Downtown Exempt Parking Area (See Figure 38-2) shall be exempt from vehicle parking standards. However, if any new residential parking is constructed, the parking facility~~All new or replaced parking areas must~~shall~~ meet the Parking Design and Design Review Criteria in OMC 18.38.180 through 18.38.240 and applicable criteria in OMC Chapters 18.04, 18.06, and 18.120). All new residential buildings and uses must~~shall~~ comply with the long-term and short-term bicycle parking standards pursuant to Table 38.01; and

3. All new commercial buildings or expansions totaling over 3,000 square feet of gross leasable area~~, constructed after January 1, 2002~~, which are located within the Downtown Exempt Parking Area (See Figure 38-2) ~~shall be~~ are required to meet ~~vehicle parking and~~ bicycle parking standards (OMC 18.38.020 through 18.38.240).~~; and~~

4. ~~When not covered by C.1 or C.2 above, bicycle parking is not required for those buildings and uses located within the Downtown Exempt Parking Area (see Figure 38-2) that do not provide on-site motor vehicle parking.~~

Section 39. Addition of OMC 18.38.220. Olympia Municipal Code Section 18.38.220 is hereby amended to read as follows:

Off-street parking facilities must~~shall~~ be designed and maintained in accordance with the standards hereunder, provided that up to 30% of parking stalls may be small spaces as described in section B. In the alternative, an applicant may propose and, if providing equal or better function, the Director may approve alternative parking geometrics consistent with the most recent specific standards promulgated by the Institute of Transportation Engineers or the National Parking Association. These standards apply to all bicycle and vehicular parking proposed or provided, even if the parking is not required.

a. General Requirements. Also see the specific zone district design standards of OMC 18.38.240.

1	2 SW	3 WP	4 VPW	5 VPi	6 AW	7 W2	8 W4
Parking Class	**Basic Stall Width (ft)**	**Stall Width Parallel to Aisle (ft)**	**Stall Depth to Wall (ft)**	**Stall Depth to Interlock (ft)**	**Aisle Width (ft)**	**Modules Wall-to-Wall (ft)**	**Modules Interlock to Interlock (ft)**
A	2-Way Aisle-90° 9.00	9.00	17.5	17.5	24	59	59
A	2-Way Aisle-60° 9.00	10.4	18.0	16.5	24	60	57
A	1-Way Aisle-75° 9.00	9.3	18.5	17.5	20	57	55
A	1-Way Aisle-60° 9.00	10.4	18.0	16.5	16	52	49
A	1-Way Aisle-45° 9.00	16.5	16.5	14.5	13	46	42

STANDARD PARKING DIMENSIONS
FIGURE 38-4

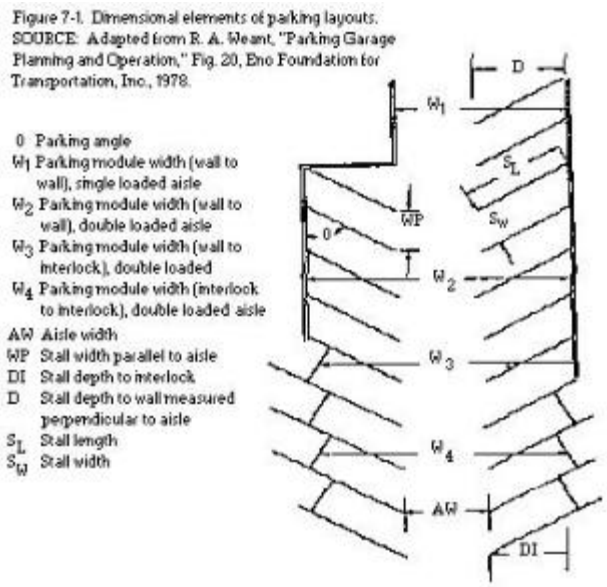


FIGURE 38-5

1. Driveways.

    a. Approaches. Driveway approaches and curb cuts within public rights-of-way ~~shall~~ must be located and designed in accordance with the City's current Engineering Design and Development Standards.

    b. For residential driveways once the driveway is outside of the public right of way, the provisions below apply.

        i. Setback. A driveway may be located within any required setback.

        ii. Width. All driveways ~~shall~~ must meet the access width requirements of the Fire Department (see OMC 16.32.050).

        iii. Surfacing. A gravel surface driveway may be allowed for a single-family residence for that portion of the driveway that is more than 75 feet from the right of way line where access is provided. Any driveway approved for a gravel surface ~~shall~~ must include a paved apron in front of the garage automobile door entrance extending a minimum depth of 18 feet and at least the width of the garage door.

2. Ingress/Egress Requirements.

    a. The Director, or designee, and after appropriate traffic study, including consideration of total parcel size, frontage on thoroughfares, uses proposed, and other vicinity characteristics, ~~shall have the authority to~~may fix the location, width, and manner of approach of a vehicular ingress and egress from a building or parking area to a public street and to alter existing ingress or egress as may be required to control street traffic in the interest of public safety and general welfare.

b. Generally, but not in all cases, the internal circulation system and the ingress and egress to commercial or multifamily developments from an access street ~~shall~~ must be so designed that the principal point of automobile cross-traffic on the street occurs at only one point--a point capable of being channelized for turning movements. Access ~~shall~~ must be shared with adjoining parcels by placing ingress/egress points on shared lot lines, wherever safe and practical. Where parcels are bounded by more than a single street, generally, but not in all cases, access ~~shall~~ must be provided only from the street having the lowest classification in the hierarchy of streets as established in the Engineering Design and Development Standards.

3. Maneuvering Areas.

   a. All maneuvering areas, ramps, access drives, etc. ~~shall~~ must be provided on the property on which the parking facility is located; however, if such facility adjoins an alley, such alley may be used as a maneuvering area. A garage or carport entered perpendicular to an alley must be located a minimum of 10 feet from the property line. A garage or carport entered parallel to an alley may be placed on the rear property line; provided sight distances are maintained.

   b. Maneuvering areas ~~shall~~ must be provided so that no vehicle ~~is obliged to~~need back out of a parking stall onto the street, except into neighborhood collector and local access streets within the R-1/5, RLI, R-4, R 4-8, and R 6-12 use districts, or where approved by the City Engineer.

4. Parking Surface. All parking, maneuvering, and driving areas must be paved and designed to meet drainage requirements. Approved pervious surfaces may be used.

5. Landscaping. Parking areas ~~shall~~ must be landscaped according to the requirements of Chapter 18.36.

6. Wheel Stop, Overhang. Appropriate wheel and bumper guards ~~shall~~ must be provided to protect landscaped areas, to define parking spaces, and to clearly separate the parking area from any abutting street rights-of-way and property lines. Vehicles may overhang landscaped areas up to two feet when wheel stops or curbing is provided.

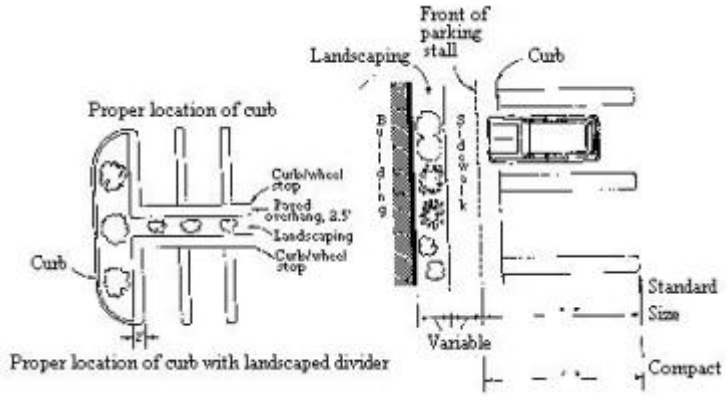


FIGURE 38-6

7. Contiguous parking lots ~~shall~~ may not exceed one ~~(1)~~ acre in size. Parking lots exceeding one ~~(1)~~ acre in size ~~shall~~ must be separated by a minimum ~~ten (~~10~~)~~ foot wide landscaped strip.

This strip is in addition to interior and perimeter landscaping and may be used for stormwater management or pedestrian access.

8. Structured Parking Dimensions. Structured parking facilities may be designed to the general design standards found in Figures 38-4 and 38-5 above, Figure 38-7 below, or to the following structured parking design standard. Within parking structures, small spaces ~~shall~~ may not exceed 30~~%~~ percent of spaces within each structure.

	Small Space Dimension	**Standard Dimensions**
Standard Stall Width	8-foot	9-foot
Standard Stall Depth	16-foot	16-foot
Standard Aisle Width	24-foot	24-foot
Standard Wall-to-Wall	57-foot	57-foot

B. Compact Car Dimensions, Layout and Circulation.

1. Parking Dimensions. No more than ~~thirty (30)~~ percent of spaces ~~shall~~ may be smaller than the standard sizes. (See Compact Parking Dimensions Table below.)

1	**2 SW**	**3 WP**	**4 VPW**	**5 VPi**	**6 AW**	**7 W2**	**8 W4**
Parking Class	**Basic Stall Width**	**Stall Width Parallel to Aisle (ft)**	**Stall Depth to Wall (ft)**	**Stall Depth to Interlock (ft)**	**Aisle Width (ft)**	**Modules Wall-to-Wall (ft)**	**Modules Interlock to Interlock (ft)**
2-Way Aisle-90° A	8.00	8.00	15.0	15.0	21.0	51.0	51.0
2-Way Aisle -60° A	8.00	9.3	15.4	14.0	21.0	52.0	50.0
1-Way Aisle-75° A	8.00	8.3	16.0	15.1	17.0	49.0	47.0
1-Way Aisle-60° A	8.00	9.3	15.4	14.0	15.0	46.0	43.0
1-Way Aisle-45° A	8.00	11.3	14.2	12.3	13.0	42.0	38.0

Source: Guidelines for Parking Facility Location and Design ITE Committee 5D-8, May 1990.

FIGURE 38-7

C. Bicycle Parking Design Standards.

1. A long-term bicycle parking facility ~~shall~~ must provide for secure extended and short-term use and ~~shall~~ must protect the entire bicycle and its components and accessories from theft

and weather. Acceptable examples include, in preferred order: bike lockers; bike check-in systems; in-building parking; and limited-access fenced areas with weather protection.

To discourage improper use, a bike locker door should include a see-through window or view hole. For in-building bike parking and limited access fenced areas, fixed structures for locking individual bikes, such as racks, must be provided within the facility. If such an area exceeds five ~~(5)~~ parking spaces, lockable clothing/gear storage lockers must also be provided within the facility. However, facilities such as factories and schools that provide personal lockers are not required to provide additional locker space for bicycle clothing/gear storage.

Exception: For retail uses under ~~five thousand (~~5,000~~)~~ square feet, long-term parking facilities exclusively for bicycles must only be provided only upon request of one or more employees. However, if permanent dedicated space is not provided, a sign must be posted at the primary employee entry reading "Secure Bicycle Parking Provided Upon Request - Olympia Municipal Code 18.38."

2. A short-term bicycle parking facility ~~shall~~ must provide convenient parking with some security and weather protection. Short-term bicycle parking facilities ~~shall~~ must include a covered stationary rack. These facilities may be shared among adjoining establishments.

   Short-term bicycle parking facilities ~~shall~~ must be located either: no further from a public entry than the nearest non-handicapped parking stall; or visible from and within ~~one hundred (~~100~~)~~ feet of the public entry; or within ~~fifty (~~50~~)~~ feet of the public entry to the building. A directional sign ~~shall~~ must be provided if the selected location is not clearly visible from the primary entrance.

3. Each bicycle parking area ~~shall~~ must be separated from motor vehicle parking and maneuvering areas by a barrier, post, or bollard, or by at least five ~~(5)~~ feet of open space. Bicycle parking spaces ~~shall~~ must be two ~~(2)~~ feet by six ~~(6)~~ feet each, with no less than a seven ~~(7)~~ foot overhead clearance. A five ~~(5)~~ foot maneuvering aisle ~~shall~~ muist separate rows of bicycle parking spaces. Bicycle parking facilities ~~shall~~ may not be solely accessible by stairs.

4. Bicycle racks ~~shall~~ must be covered in such a manner as to protect the entire bicycle from rain and installed to provide adequate maneuvering space and ensure that the requisite number of bicycle parking spaces remain accessible. The rack ~~shall~~ must be permanently affixed to the ground and support the bicycle at two ~~(2)~~ or more points, including at least one ~~(1)~~ point on the frame higher than two ~~(2)~~ feet from the ground. The user ~~shall~~ must be able to lock the bicycle with a U-shaped lock or cable lock. Bicycle racks which only support a bicycle front or rear wheel are not permitted.

5. Long-term bicycle parking facilities may be substituted for short-term bicycle facilities only if the design is consistent with the purpose of short-term facilities.

D. Pedestrian Routes. Notwithstanding pedestrian accessible route requirements addressed in the International Building Code, the applicant shall prepare and submit a pedestrian access plan ~~shall be prepared~~ for sites with more than 30 parking spaces, or where block sizing requirements are triggered. The plan ~~shall~~ must ~~examine~~ specify where people will walk into, out of, and through the development. The development ~~shall~~ must provide clear pedestrian pathways, in a manner that minimizes potential conflicts between moving vehicles and pedestrians. A pedestrian pathway, whether it be a required sidewalk or additional asphalt with a distinct line separating vehicles, ~~shall~~ must be located in areas likely to be used by a pedestrian, instead of the driveway or street.

Unless exempted by the City, the plan ~~shall~~ must be prepared by a transportation engineer hired by the developer, and the report ~~shall be~~is subject to the review and approval of the City Engineer or designee as well as the Director or designee. The report ~~shall~~ must ~~consider~~ address the pedestrian and bicycle use of the development and adjacent offsite parcel(s), in light of future growth and build out, and consistent with the goals and purposes of the Comprehensive Plan to mitigate long-term impacts of the development on multi-modal travel. Such pedestrian pathways should connect with other public pathways on property adjacent to the site.

Section 40. Amendment of OMC 18.40.060(C). Olympia Municipal Code Subsection 18.40.060(C) is hereby amended to read as follows:

C. Fences/Hedges, Walls and Site Perimeter Grading. It ~~shall be~~is the responsibility of property owners to ensure fences are within property lines and that a building permit is obtained when required. "Fences" as used in this section includes walls and similar above-grade unenclosed structures forming a continuous or nearly continuous line or row exceeding six feet in length. Also see definition, OMC 18.02.180(F). For properties located in Downtown Design Review District see OMC 18.120.370. Other properties that may have a Master Plan approval, such as Briggs Village, see adopted regulations for fencing. Contact the planning division of the department for details.

For the purpose of fencing, the front yard is considered to be the first 10 feet of any lot, tract, or parcel that abuts a public street or right of way, excluding alleys. Corner lots adjacent to two public rights of way ~~shall~~ must have a front yard and a flanking side yard.

1. Fence Heights:

   a. Fences, when located within a required yard, ~~must~~may~~shall~~ not exceed the following height limits:

      i. Front yard = 48" (4’-0");

      ii. Side yards = 72" (6’-0"), Flanking side yards = 72” (6’-0”);

      iii. Rear yards = 72" (6’-0");

      iv. Clear Sight Triangle = 30" (2’-6").

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

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

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

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

For purposes of this section, a front yard ~~shall~~ may not exceed 10 feet in depth, regardless of any other provision found in this Title.

2. Fence height is measured to the top of the fence, excluding posts. Point of ground measurement ~~shall be~~is the high point of the adjacent final grade.

3. Fences, walls, and hedges are permitted within all yard areas provided that regardless of yard requirements, no closed gate, garage door, bollard, or other feature ~~shall~~ may obstruct a driveway or other motor vehicle private ingress within 20 feet of a street right-of-way nor obstruct automobile views exiting driveways and alleys (see clear vision triangle). This 20-foot requirement is not applicable within the downtown exempt parking area as illustrated at Figure 38-2. Additional exceptions may be granted in accordance with OMC 18.38.220(A)(2).

4. Front yard fences of any common areas, such as tree, open space, park, and stormwater tracts, must be a minimum of 25 percent unobstructed, i.e., must provide for visibility through the fence.

5. Fence pillars, posts, and similar features may project a maximum of two feet above maximum fence height.

6. Site Perimeter Grading. Within required yard areas, no single retaining wall (nor combination of walls within five horizontal feet of each other) ~~shall~~ may exceed a height of 30 inches as measured from the lowest adjacent grade, nor ~~shall~~ may any modification of grades or combination of retaining walls result in grade changes exceeding 30 inches within five feet of a property line nor 60 inches within 10 feet of an existing or proposed property line.

7. An administrative exception may be approved by the Department to exceed maximum fence height and other provisions of these standards where all of the following conditions exist.

    a. Variation of existing grade on either side of the fence results in a fence lower than the maximum height as measured from the highest point of grade within five feet of either side of the fence; or other special circumstances relating to the size, shape, topography, location, or surroundings of the subject property warrant an exception to permit a fence comparable with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located;

    b. The special conditions and circumstances do not result from the actions of the applicant;

    c. Granting of the exception will not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and zone in which the property is located;

    d. The granting of the exception will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which subject property is situated; and

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

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

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

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

    a. Front yard = 48" (4'0")

    b. Side yard, Flanking side yard = Unlimited

    c. Rear yard = Unlimited

[Note: Clear Sight Triangle = 30" (2'-6"), see OMC 18.40.060(B)]

9. Barbed and/or razor wire fences. ~~No person or persons being the owner of or agent for or in possession and control of any property within the city limits shall~~A property owner or person in possession or control of any property may not construct or permit to exist any fence around or in front of such premises, consisting wholly or partially of barbed and/or razor wire, except to provide security at a government-owned property or privately owned utility where security for the property is mandated by law; provided that the provisions of this section ~~shall~~ only ~~extend~~ apply to fences that are within 10 feet of a street or alley or other public place within the City.

10. Electric fences. It is unlawful to install or maintain any electric fence within the city limits except as follows:

    a. For the purposes of protecting farms or agricultural animals using low-voltage, solar fences installed atop a six-foot non-electric fence; or

    b. For securing an outdoor storage area, subject to the provisions below.

    c. For purposes of this subsection:

        i. "electric fence" means a fence, including an electric security fence, with above-ground electric conductors carrying electric current supplied by batteries, commercial power, or any other source of electricity, installed for the purpose of retaining or excluding any animals, livestock, or persons.

        ii. "Electric security fence" means an electric fence installed to protect an outdoor storage area.

        iii. "Outdoor storage area" includes an area used for automobile and recreational vehicle repair and service, equipment storage, lumber yards, fleet storage, landscape supplies, or similar uses.

        iv. "Responsible person" means a person or entity that owns or controls property on which an electric security fence is sought to be installed or is installed and used pursuant to this section.

        v. The installation and use of an electric security fence is permitted within the following zoning districts:

1. Auto Services (AS)

2. Industrial (I)

3. Light Industrial (LI)

d. The Director may, on a case-by-case basis, authorize the installation and use of an electric security fence to secure an outdoor storage area in the following zoning districts if the Director finds there has been an increase in theft and vandalism at the outdoor storage area and finds that use of an electric security fence is warranted because the responsible person has taken reasonable measures to prevent theft and vandalism, but such measures have not been effective:

i. General Commercial (GC)

ii. Downtown Business (DB)

iii. High Density Corridor 1 (HDC-1)

iv. High Density Corridor 2 (HDC-2)

v. High Density Corridor 3 (HDC-3)

vi. High Density Corridor 4 (HDC-4)

e. An electric security fence is only permitted to be installed and used if the outdoor storage area it protects was established and is operated in conformance with City code.

f. An electric security fence installed and used pursuant to this subsection must meet the following electrical requirements:

i. The electrical charge for the electric security fence must be noncontinuous and the electric fence controllers must be approved by a Nationally Recognized Testing Laboratory (NRTL).

ii. The energy source (energizer) for the electric security fence must be provided by a storage battery not to exceed 12 volts DC. The storage battery must be charged primarily by a solar panel. However, the charge from the solar panel may be augmented by a trickle charger.

iii. The electric charge produced by the electric security fence upon contact may not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission (IEC) Standard No. 60335-2-76.

g. An electric security fence installed and used pursuant to this subsection must meet the following height and location requirements:

i. An electric security fence must be completely surrounded by a non-electric perimeter fence or wall that is not less than five feet in height and no more than eight inches from the electric security fence to prevent entrapment.

ii. An electric security fence may not exceed the higher of eight feet or two feet higher than the perimeter fence or wall.

iii. Exceptions:

1. Where a non-electrified perimeter fence or wall already exists within a required yard setback (as defined in OMC 18.02.180 Y) and if such fence or wall was lawfully installed, such fence or wall need not be modified in height or location to meet the requirements of this subsection. The electric security fence may be located within the required yard setback and may not exceed eight feet in height.

2. Rear and side yards: Where a non-electrified perimeter fence does not exist within a required rear or side yard setback, it may not exceed six feet in height and the electric security fence may not exceed eight feet in height.

3. Front yards: The first priority is to place both the non-electrified perimeter fence and the electric security fence outside the required yard setback. If this is not practical due to existing improvements such as paved parking, curbing, or landscaping, both fences can be placed in the required front yard setback. In these instances, the non-electrified perimeter fence may be up to five feet in height and must be transparent, for example, chain link or metal picket fencing. The electrified portion may extend up to eight feet in height. Both fences must be placed as far back as site conditions allow to avoid being at the edge of an adjacent street or sidewalk.

h. The responsible person shall clearly identify an electric security fence with warning signs 30 square inches in size per IEC standards, posted at intervals less than 30 feet. Such warning signs must read "Warning – Electric Fence" and contain an imager or symbol (e.g. a lightning bolt) that allows non-English speaking individuals to understand that the fence is electrically charged.

i. The permitting process for electric security fences is governed and regulated in accordance with the City's construction and burglar alarm codes. A building permit is required for an electric fence exceeding seven feet in height.

j. Gates, bollards, or other features of an electric security fence must comply with the provisions in OMC 18.40.060.C.3 and provide emergency access in a manner acceptable to the Fire Marshal.

k. Electric security fences must comply with the City's design and landscape and screening standards as applicable. The responsible person shall submit plans to the Community Planning and Development Department for review and approval prior to fence installation.

Section 41. Amendment of OMC 18.40.060(H). Olympia Municipal Code Subsection 18.40.060(H) is hereby amended to read as follows:

H. Yards.

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

2. Yards/Setbacks.

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

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

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

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

      iii. Fences may project into the required yard area if they meet fence height requirements found in OMC 18.40.060(C).

      iv. Uncovered steps, porches, or patios, which are no more than ~~thirty (30)~~ inches above the adjacent grade may be placed within the required setback area.

      v. Air heating and cooling units 48-inches or less above grade are permitted within rear and side yard setbacks as long as location of the unit provides for access and maintenance per the building code.

      vi. Uncovered swimming pools, hot tubs, and satellite dish antennas may be placed in the rear or interior side yard setback area.

      vii. Signs in compliance with OMC 18.43.

      viii. Refer to each land use district for other allowed projections in required yards.

   c. No building construction nor projection is allowed within any utility, access, or public/private easement.

   d. The front yard setback for a flag lot must~~shall~~ be a minimum of ~~ten (10)~~ feet measured from the nearest parallel or nearly parallel lot line adjacent to the front facade of the dwelling.

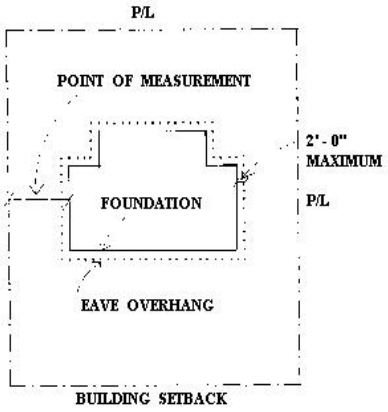


FIGURE 40-4

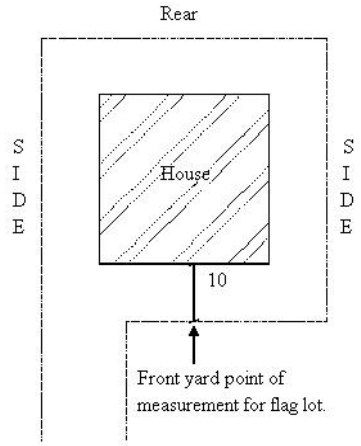


FIGURE 40-5

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

4. For retrofits of existing buildings to be used for residential housing:

   a. The portion of exterior wall assemblies that includes insulation must be allowed to project up to an additional eight inches into the setbacks on all sides;

   b. The building must be allowed to exceed the maximum allowable roof height by eight inches to accommodate additional insulation; and

   c. Gross floor area must be measured from the interior face of the exterior walls, which includes drywall, as typically depicted on the architectural floor plans; and

   d. For existing nonconforming buildings already projecting into setbacks, the portion of exterior wall assemblies that include insulation must be allowed to project up to an

additional eight inches into the setbacks on all sides if the building is to be used for residential housing; and

e. Nothing in this section prohibits the City from applying the requirements of the state building code or requires the City to allow a setback of less than 36 inches between residential dwelling units.

Section 42. Amendment of OMC 18.40.080(C). Olympia Municipal Code Subsection 18.40.080(C) is hereby amended to read as follows:

C. Emissions.

1. ~~Air Pollution must~~~~shall be controlled by the~~ The operator and/or proprietor of any land use or activity permitted by this title shall control Air Pollution. The ambient air quality standards specified in Regulation I of the Olympic Air Pollution Control Agency (OAPCA), ~~shall~~ apply to all air contaminants listed therein. See Chapter 173-60 regarding variances and exemptions.

2. Toxic Substances ~~shall~~ must be kept to concentrations not exceeding one-fiftieth (1/50) of interior standards by use of the best available control methods and technology in all phases of plant operation and handling of materials, and by an active commitment to good housekeeping practices. Toxic substances not listed in Regulation I of OAPCA, but released into the air ~~shall~~ must be limited in accordance with the most current publication entitled Threshold Limit Values, of the American Conference of Governmental Hygienists.

3. Liquid Wastes ~~shall~~ must be disposed of through local sanitary sewer systems only upon approval of affected sewer district authorities.

4. Liquid or solid wastes unacceptable to public sewer authorities ~~shall~~ must be disposed of on a regular basis in keeping with the best operating characteristics of the industry, and in compliance with the regulations and requirements of local, regional, state or federal agencies having jurisdiction in waste disposal and environmental health and safety.

5. Any operation producing intense heat or glare ~~shall~~ must be performed within an enclosure so as to completely obscure such operation from view from any point along the property line.

6. The use, storage, transportation, and disposal of all radioactive materials or devices ~~shall be~~is subject to the regulatory jurisdiction and control of the ~~Radiation Control Agency of the Washington State Department of Social and Health Services~~ Office of Radiation Protection of the Washington State Department of Health, or its successor agency~~as amended~~.

7. No use ~~shall~~ may cause earth vibrations, ~~or~~ concussions, or construction noise detectable without the aid of instruments beyond its lot lines, with the exception of the temporary vibration produced as a result of construction activity. Such ~~temporary~~ construction activity ~~shall be~~is restricted to the hours between 7:00 a.m. and 6:00 p.m.

Section 43. Amendment of OMC 18.40.080(I). Olympia Municipal Code Subsection 18.40.080(I) is hereby amended to read as follows:

I. Minimum Street Frontage.

1. Each lot, other than in townhouse, cottage, ~~and~~ or co-housing projects, ~~shall~~ must have a minimum of ~~thirty (~~30~~)~~ feet of frontage on a public or private street. With respect to binding site plans, this requirement ~~shall apply~~applies to the entirety of the binding site plan and not

to each individual site or lot. The Director may allow the street frontage to be reduced or eliminated to the minimum extent necessary to enable access to property where public street access is not feasible for such reasons, including ~~but not limited to,~~ physical site conditions or preexisting development or to protect environmentally Critical Areas. Where frontage is limited, preference is for some street frontage to be provided.

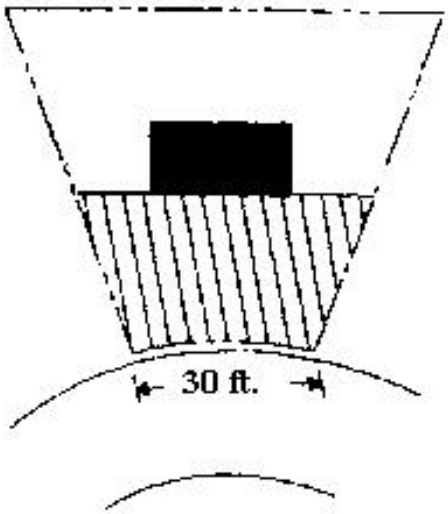


FIGURE 4-2

2. Subdivisions, short subdivisions, binding site plans, and lot line adjustments creating flag lots (with street frontages of less than ~~thirty (~~30~~)~~ feet) are subject to the following conditions:

   a. The project ~~shall~~ must be designed to minimize the creation of flag lots.

   b. Adjoining flag lots must~~shall~~ share a common driveway wherever possible.

   c. All driveways accessing flag lots ~~shall~~ must be designed to allow fire truck access to within ~~one hundred fifty (~~150~~)~~ feet of all exterior points of the building(s) on the lot(s), unless alternate forms of fire protection approved by the Chief of the Fire Department are provided, including but not limited to, sprinkler systems.

   d. The area of a flag lot which is less than ~~thirty (~~30~~)~~ feet in width ~~shall will~~is not ~~be~~ considered part of the minimum lot area required in Table 4.04.

Section 44. Amendment of OMC 18.43.040(B). Olympia Municipal Code Subsection 18.43.040(B) is hereby amended to read as follows:

B. No Permit Required. The following signs do not require a sign permit when sized and placed in conformance with this chapter:

   1. Signs erected by government agencies to implement public policy.

   2. Replacing only the face of an existing sign ~~shall will~~is not ~~be~~ considered as either a new sign or a structural alteration and does not require a permit.

   3. On-premise occupant name plates on residential dwelling units, provided size of name plates does not exceed three ~~(3)~~ square feet in area.

4. Changing of advertising on a legal changeable copy sign (readerboard).

5. Temporary non-commercial signs less than six ~~(6)~~ square feet in sign surface area on private property and installed less than four ~~(4)~~ feet above ground.

6. Normal maintenance of signs that does not change the appearance or size of the sign.

7. Real Estate Signs in conformance with this chapter (see 18.43.080) do not require a permit or Temporary Sign Agreement.

8. Temporary signs for which a Temporary Sign Agreement has been provided to the City.

9. Any signs required to be posted pursuant to the Olympia Municipal Code or any other local, State, or Federal law or regulation.

10. Any sign on a vehicle, unless such vehicle sign is prohibited pursuant to OMC 18.43.050.

11. Signs placed by the City in City parks or trails, or the Port of Olympia on port owned parks or trails property, in conformance with its standard practices and policies.

12. Signs painted directly on a building.

Section 45. Amendment of OMC 18.43.130, Table 43-8. Olympia Municipal Code Subsection 18.43.130, Table 43-8 is hereby amended to read as follows:

Table 43-8: Permanent Signs for Residential Uses in Residential Sign Zone

Permanent Signs – Residential Uses (Not Including Apartment Complexes)		
Home Occupation Businesses and Short-Term Rentals	Up to two ~~(2)~~ square feet, flush mounted near entrance	One ~~(1)~~ per licensed Home Occupation business or short-term rental only
Home Occupation Business abutting west side of 300 and 400 blocks of West Bay Drive NW	Up to five ~~(5)~~ square feet if flush mounted near entrance or up to five ~~(5)~~ square feet per side if freestanding	One ~~(1)~~ per licensed Home Occupation business only
Development Identification Signs	Freestanding Sign for Residential Subdivisions, up to 50 square feet (or 25 square feet per side).	One ~~(1)~~ per street frontage which has an entry to the development
Permanent Signs – Non-Residential Uses and Apartment/Multifamily Complexes		
Identification signs for non-residential uses	One ~~(1)~~ freestanding or building mounted sign per driveway access from a street. If freestanding, maximum height is four ~~(4)~~ ft.	• Academic schools – up to 100 sq. ft. maximum; • Other Uses: Up to 24 sq. ft. in size (12 sq. ft. per side if double-sided).
Secondary wall signs for non-residential uses	~~1~~ One per exterior public entrance to the building	Up to 12 square feet of sign area to identify the primary destination of the entrance (e.g.

Table 43-8: Permanent Signs for Residential Uses in Residential Sign Zone

Permanent Signs – Residential Uses (Not Including Apartment Complexes)		
		office, library, gymnasium sanctuary).
Identification Signs for Apartment/Multifamily Complexes	Building mounted sign (flush mounted only) or Freestanding sign. • Multi-family uses - up to 16 sq. ft. maximum; Double sided signs: 1/2 the max.	~~1~~ One per use. Except multi-family uses ~~in RM-18, RM-24 & RMH~~: ~~2~~ two signs are permitted where there are entrances off ~~2~~ two public rights-of- way.
Identification Signs for Individual Uses in Multiple Occupancy Buildings	Building mounted sign to be flush mounted only. • Academic schools – up to 100 sq. ft. maximum; • Multi-family uses - up to 16 sq. ft. maximum; • All other uses - 24 sq. ft. maximum. Double sided signs: 1/2 the max.	
Driveway Entrance/Exit Signs	Freestanding only. ~~5~~ Five square feet total (2.5 square feet per side if double sided)	~~1~~ One per driveway
Directional	18.43.070	
Public Service	18.43.070	

Section 46. Amendment of OMC 18.100.060. Olympia Municipal Code Section 18.100.060 is hereby amended to read as follows:

A. The following projects are subject to design review:

1. All residential uses in the Infill and Other Residential Design District and all commercial, mixed use, and large multifamily p~~P~~rojects within designated design review districts and corridors, as shown on the Official Design Review Map (See OMC 18.100.080);

2. Commercial projects adjacent to residential zones;

3. Commercial or residential projects for Heritage Register properties or those within an historic district;

4. Projects with a building area greater than 5,000 square feet that require a Conditional Use Permit in a residential zone;

5. Residential projects with ~~7~~ seven units or more;

6. Dwelling units on lots less than 5,000 square feet or on substandard lots;

7. Dwelling units proposed on lots within the area depicted on Figure 4-2a, "Areas Subject to Infill Regulations";

8. Master Planned Developments;

9. Manufactured housing parks;

10. All projects within scenic vistas as identified on the official maps of the City (See OMC 18.100.110); and,

~~12~~11. For the purpose of design review, projects within one of the Downtown Design Sub-Districts will be reviewed for consistency with the criteria in chapter 18.120 OMC only.

B. Exceptions: Evergreen Park PUD; interior work; projects or portions of projects which are not visible from a private or public street; and projects ~~which~~ that do not affect the character, use, or development of the surrounding properties, or the architectural character of the structure, such as fences, parking lots with ~~less~~ fewer than ~~twenty~~ (20) spaces, or minor repair or renovation of, or minor additions to, existing structures.

Section 47. Amendment of OMC 18.100.090. Olympia Municipal Code Section 18.100.090 is hereby amended to read as follows:

All projects subject to design review are reviewed either by the Design Review Board (DRB), the Joint Review Committee (JRC), or by staff as noted below. The DRB, JRC, or staff shall provide a recommendation to the review authority. The review authority must~~shall~~ give substantial weight to the recommendation of the DRB or JRC. (A project reviewed by the JRC is not also reviewed by the Heritage Review Committee.) For projects subject to Board level review (DRB or JRC), there is only one public meeting and it is for Concept Design Review at the time of Land Use Review. Detail Design Review will be conducted by staff at the time of building permit review. When land use is not required or is waived, all design review will be conducted by staff unless it is subject to review of the Joint Review Committee.

A. Projects subject to review by the Design Review Board or Joint Design Review Committee, as described in OMC 18.76.180:

1. Any proposed development project located within the following design districts:

   a. Downtown District; and,

   b. Residential Scale Design District.

2. Any proposed building development over 5,000 square feet in gross floor area, located within the following design districts and corridors:

   a. High Density Corridors;

   b. West Bay Drive District;

   c. Auto Mall District;

   d. Port Peninsula District;

   e. Freeway Corridor; and,

f. Design Review Corridors.

3. Any multifamily building with five units or more, any townhouse building with five units or more, and any multifamily development with 20 units or more.

4. All Master Planned Developments.

5. Projects with a building area greater than 5,000 square feet that require a Conditional Use Permit in a residential zone.

B. Projects subject to review by Staff:

1. Single family dwellings on lots within the area depicted on Figure 4-2a in chapter 18.04 OMC.

2. Minor additions or alterations to residential or commercial projects on a Heritage Register or within a Historic District.

3. Any proposed development of 5,000 square feet or less in gross floor area, and signs in the following design districts and corridors:

a. High Density Corridors;

b. West Bay Drive District;

c. Auto Mall District;

d. Port Peninsula District;

e. Freeway Corridor; and,

f. Design Review Corridors.

4. Duplexes, triplexes, or fourplexes and all apartment buildings with less than five units.

5. Any other project subject to design review not described in OMC 18.100.090(A) above.

Section 48. Amendment of OMC 18.100.100(C). Olympia Municipal Code Section 18.100.100(C) is hereby amended to read as follows:

C. Design Review Criteria Chapters. Design criteria are separated into chapters, depending on whether the development is commercial or residential, and the location or type of that development, as outlined below.

18.105 Historic Structures and Buildings within the Historic Districts. This ~~Chapter~~ chapter applies to structures listed on the Olympia Heritage Register, Washington Heritage Register, and the National Register of Historic Places, and all structures within a Historic District.

18.110 Basic Commercial Design Criteria. This chapter applies to all commercial projects throughout the City that require design review, in addition to the district-specific requirements found in the following chapters, as applicable. It also applies to projects with a building area greater than 5,000 square feet in gross floor area that require a Conditional Use Permit in a residential zone, to commercial projects adjacent to residential buildings, to commercial or

residential projects. The design districts are shown on the Official Design Review Districts and Corridors.

18.120 Downtown Design Criteria. This chapter applies to all commercial, mixed use, and residential projects that require design review that are located in one of the Downtown Design Sub-Districts. Projects will be reviewed for consistency with the criteria in Chapter 18.120 only.

18.130 Commercial Design Criteria - High Density Corridors. This chapter applies to all projects that require design review that are located in the HDC districts and abut a design review corridor (see Design Review map).

18.135 Commercial Design Criteria - Residential Scale District. This chapter applies to all projects that require design review that are located in the Residential Scale ~~District~~Corridor.

18.140 Commercial Design Criteria - Auto Oriented District. This chapter applies to all projects that require design review that are located in the Auto Oriented District.

18.145 Commercial Design Criteria - Freeway Corridor. This chapter applies to all projects that require design review that are located in the Freeway Corridor District.

18.155 Commercial Design Criteria - West Bay Drive District. This chapter applies to all projects that require design review that are located in the West Bay Drive District.

18.170 Residential Design Criteria. Design criteria contained in this chapter. (OMC 18.170.030 - 18.170.160) apply to all large multifamily residential buildings (i.e. those with seven or more dwelling units) not specifically governed by chapter 18.175 OMC, and any development with 20 dwelling units or more on a site throughout the City. Projects of this type and size are reviewed by the Design Review Board.

18.175 Residential Design Criteria - Infill and other residential. OMC 18.175.020 through OMC 18.175.060 of this chapter apply to all residential dwellings proposed on lots within the area depicted on Figure 4-2a in chapter 18.04 OMC; on lots less than 5000 square feet, or on substandard lots. OMC 18.175.080 and OMC 18.175.090 apply to accessory dwelling units ~~throughout the city~~in the infill regulations design district. OMC 18.175.100 applies to cottage development.

18.180 Residential Design Criteria - Manufactured home parks. This chapter applies only to manufactured home parks.

Section 49. Amendment of OMC 18.100.110(D). Olympia Municipal Code Subsection 18.100.110(D) is hereby amended to read as follows:

D. Time Limitations/Processing. Board level review will be combined with Land Use Review and will meet the timelines of the land use process~~Except in cases where the applicant agrees to an extension of time, the Design Review Board shall have a public meeting on an application for a major project within 30 days after an application is deemed complete~~ pursuant to chapter 18.70 OMC.

Section 50. Olympia Municipal Code. Copies of the Olympia Municipal Code are and must be retained on file with the office of the City Clerk.

Section 51. 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/or any references thereto.

Section 52. 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 remains unaffected.

Section 53. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 54. Effective Date. This Ordinance takes effect five days after passage and publication, as provided by law.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
_____
SENIOR DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

City of Olympia
Proposed Code Amendments for 2026

March 2026

The City of Olympia is proposing amendments to the Olympia Municipal Code (OMC). These amendments are relatively minor in scope and are proposed to help clean up the code or add clarification. The proposal includes changes to Title 10 - Vehicles and Traffic; Title 16 – Buildings and Construction; Title 17 - Subdivisions; and Title 18 - Unified Development Code.

Each Title has Chapters, each Chapter has sections, and most sections have subsections. Headers have been used to help identify which Title and Chapter is proposed for revision. Each proposal is separately numbered and identified. Proposed amendments are shown at the subsection level of each section of the chapter.

The existing code can be viewed online at: https://www.codepublishing.com/WA/Olympia/?OlympiaNT.html. Click on the + sign to open up Titles, Chapters, and Sections.

Existing and unchanged code language is shown in regular text (with hyperlinks in the existing code usually shown in blue underlined text). Proposed new text is shown as red and underlined text. Text that is proposed to be deleted is shown in ~~red and strikethrough text~~.

TITLE 10 – VEHICLES AND TRAFFIC

Proposal 1: Chapter 10.18 – Truck & Trailer Parking in Residential Areas

Section 10.18.010 - Definitions

For purposes of this chapter, the following terms shall be defined as follows, unless a different meaning is expressly provided:

A. "Commercial vehicle" includes any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals or passengers for hire.

B. "Residential area" means those areas of the city zoned ~~R1, R2, or RMH~~ primarily for residential uses pursuant to Title 18 of this code.

C. "Trailer" includes every vehicle without motor power designed for being drawn by or used in conjunction with a motor vehicle, constructed so that no appreciable part of its weight rests upon or is carried by such motor vehicle; provided that the term shall not include recreational vehicles such as travel trailers.

D. "Truck" includes any motor vehicle designed primarily for the transportation of property.

TITLE 16 – BUILDINGS AND CONSTRUCTION

Proposal 2: Chapter 16.32 – Fire Code

Section 16.32.020 – Definitions

For the purposes of this chapter:

A. Corporation Counsel. Whenever "corporation counsel" is used in the International Fire Code, it means the city attorney of the city of Olympia.

B. Jurisdiction. Whenever "jurisdiction" is used in the International Fire Code, it means the city of Olympia.

~~C. For the purpose of this chapter, whenever the term "bulk storage" is used in the International Fire Code, it means a single or multiple container exceeding 124 gallons (472.3L) water capacity.~~

Proposal 3: Chapter 16.32 – Fire Code

Section 16.32.050 – Access roadways for fire apparatus
Subsection A

A. Every building hereafter constructed shall be accessible to fire department apparatus by way of access roadways constructed to the standards contained in the Development Guidelines and Public Works Standards adopted by reference in this code, and capable of supporting the imposed loads of fire apparatus and having a minimum of 13' 6" of vertical clearance. All required roadways in excess of 150' that dead end shall have a turnaround area with a minimum inside radius of 30' with a minimum of 20' unobstructed roadway measured from any point on the perimeter. In addition, all required access roadway grades shall conform to the following:

1. Positive transition grades shall be no greater than ten percent in 20' measured at any point. Steeper grades in 20' behind the sidewalk may be allowed if profiles are submitted to the engineering and fire departments for approval, including a design grade that will allow clearance for fire apparatus.

2. Negative transition grades shall be no greater than eight percent for a distance of 12'. Steeper grades in 12' behind the sidewalk may be allowed if profiles are submitted to the engineering and fire departments for approval, indicating a clearance for fire apparatus.

3. Roadway and driveway surfaces shall be all weather (one layer of asphalt over approved base per City of Olympia Engineering Design Standards) prior to the commencement of vertical combustible construction.

~~Exception: When there are not more than two group R, Division 3 or M occupancies, as defined in the building code, the requirement of this section may be modified when, in the opinion of the chief, firefighting or rescue operations would not be impaired.~~

Proposal 4: Chapter 16.32 – Fire Code

Section 16.32.053 – Chapter 9, ~~Section 904 Amended~~Commercial Type Hoods

Proposal 5: Chapter 16.32 – Fire Code

Section 16.32.090 – Deletions

The following sections of the current adopted International Fire Code shall not be considered part of the Olympia fire code: ~~are deleted from the International Fire Code, 2016 Edition, and shall not be considered part of the Olympia fire code:~~ Appendix A; Appendix C; ~~Appendix D907.3;~~ Appendix J.

Proposal 6: Chapter 16.44 – Alarm Code

Section 16.44.060 (B) – General Regulations

B. Plans. All digital fire alarm system plans shall be submitted to the city for review and shall be approved prior to a permit being issued. Digital plans showing the location of all alarm equipment and detailed specifications on each type of device in the system shall be included and consist of the following:

1. Floor layout showing all rooms and spaces including accurate measurements.

2. Identification of each room or space, i.e., office, lobby, attic, etc.

3. Details of ceiling height and construction type.

4. Location of each system component using the appropriate symbol.

5. Explanatory notes and legend to lend clarity to the plan and identify the manufacturer and model number of each alarm component used.

6. A wiring schematic clarifying type and size of wiring, which must comply with NFPA 70, and a point to point wiring diagram.

7. A copy of the technical specifications, to include battery calculations, for each component used in the makeup of the automatic fire alarm system. If the components are not all from the same manufacturer, UL cross listing compatibility cards are required.

8. Battery and voltage drop calculations.

9. Plans shall be submitted to the City of Olympia for review and approval prior to commencement of work.

10. Submit digital plans and component specifications. Plans must show locations and type of each device in the system. Said plans shall include accurate measurements.
11. A plan check fee calculated under OMC Section 4.36.010 shall be paid to the City of Olympia at time of submittal of plans.

12. When a system is installed with automatic detection, such detection shall be provided in all rooms and areas including concealed spaces and attics. Attic spaces, above ceiling spaces, and outside storage units on apartment buildings shall have fixed temperature detection. Automatic detection shall include the attic space of NFPA 13R sprinkled structures. Exception: Buildings protected by an approved NFPA 13 fire sprinkler system, automatic detection is not required in attic space.

13. All components shall be low voltage direct current and compatible with the remainder of the system.

14. All components and wiring shall be supervised for defective devices, grounds, or breaks including annunciator, Emergency Responder Radio Coverage systems and Smoke Control systems if provided.

15. All components shall be listed by a national testing agency for the use intended.

16. All systems shall be provided with battery backup and battery charger.

17. All systems shall have a monitoring, maintenance, and testing contract, to become effective on the date of final acceptance. No final approvals will be scheduled until such contracts are received by the Olympia Fire Department.

18. All systems shall have the fire alarm control panel be readily visible for arriving personnel or be provided with a remote annunciator. Such equipment shall be located so as to be protected from exposure to the elements.

19. All systems which are required to be extended to an alarm receiving agency shall transmit system trouble signals of any kind as well as alarms, including but not limited to: phone line supervision, battery trouble and line supervision. They shall transmit fire condition over trouble if the trouble is of such nature that it does not disable the entire system. The alarm receiving agency shall be U.L., F.M., or NFPA listed for commercial fire.

20. All systems shall have local audible trouble and audio/visual alarm signal devices. Audio/visual devices shall be sufficient in number and type to provide a minimum of 60 db in the most remote area. In commercial structures, audibility shall be a minimum of 15 db over the ambient noise level of the area served. When the control

panel is located remote to occupied areas, it shall, in addition to the panel trouble device, be provided with a remote trouble audible device in an area which is normally occupied. This device shall be labeled "Fire Alarm System Trouble."

21. ~~Manual fire alarm stations shall be located within 5 feet of all required exits on each floor level and from the structure.~~ Manual fire alarm stations in sprinklered buildings may be reduced to one in the sprinkler riser room and one in a constantly monitored location.

22. All alarm systems installed in a sprinklered structure shall include a zone for master water flow and shall supervise all sprinkler controlling valves. When a structure is provided with a zoned sprinkler system, the alarm shall be zoned in accordance with the sprinkler coverage zones.

23. All systems shall be inspected and tested thoroughly by the installer who shall submit a record of completion. Failure of a system to meet NFPA72 performance standards and standards found in this Chapter shall be a basis for additional inspection fees after the second final inspection.

24. All systems final acceptance is subject to wiring inspection (by electrical inspector), supervisory tests and proper functioning of all components. No Certificate of Occupancy shall be granted for the structure until satisfactory acceptance tests are accomplished.

25. Apartment buildings and townhomes shall have a single station smoke/carbon monoxide alarm in every unit and strobe centrally located in accessible units. There shall be a low frequency sounder in every sleep room with exception of studio apartment units.

26. ~~Smoke detectors shall be placed in all corridors and rooms which are intervening exit pathways.~~Corridor smoke detection is not required in Group R occupancies protected throughout with an NFPA 13 automatic sprinkler system equipped with quick-response heads. Sprinkler waterflow shall serve as the required initiating device. Smoke detection shall be provided only where required for specific system functions such as elevator recall, fire alarm control equipment rooms, mechanical rooms, and other hazard rooms. The Fire Chief or Fire Code Official is authorized to require corridor smoke detection where unique hazards, building configuration, or operational considerations create a demonstrated need for additional early warning not otherwise provided by the automatic sprinkler system.

27. A smoke detector shall be provided within six feet of fire alarm panel and other fire alarm control equipment which are in unattended locations.

TITLE 17 – SUBDIVISIONS

Proposal 7: Chapter 17.31 – Lot Splitting

Chapter Contents
17.31.010 Application Type and Process
17.31.020 Lot Splitting Definitions
17.31.030 Requirements

Section 17.31.010 – Application Type and Process

A. A lot split is a type of short subdivision under OMC 17.32 and is considered a Type II application under OMC 18.70. A lot split application may be reviewed concurrently with the review of a residential building permit to create new middle housing or single-family housing.

B. The application process for a residential lot to be split requires only an administrative decision, through which the application is reviewed, approved, or denied by the Director or Director's designee based on applicable clear and objective development standards, with no public hearings, nor any design review, if applicable, other than administrative design review.

Section 17.31.020 – Lot Splitting Definitions

For the purposes of this section, the following definitions apply unless the context clearly requires otherwise:

A. "Lot split" means the administrative process of dividing an existing lot into two lots for the purpose of sale, lease, or transfer of ownership.

B. "Lot split survey" means the final survey prepared for filing for record with the county auditor and containing all elements and requirements for a lot split under state law and any local regulations.

C. "Newly created lot" means a lot that was created by a lot split under this section.

D. "Parent lot" means a lot that is subjected to a lot split under this section.

Section 17.31.030 – Requirements

A. A new buildable residential lot and residential building permit or permits must be administratively approved and are not subject to administrative appeal if they comply with applicable development standards and the following conditions are met:

1. No more than one newly created lot is created through the administrative lot split;

2. Both the parent lot and the newly created lot meet the minimum lot size allowed under Title 18 OMC;

3. The parent lot was not created through the splitting of a residential lot authorized by this section;

4. The parent lot is located in a residential zone and not in an exclusively nonresidential zone including, but not limited to, zones that are exclusively commercial, retail, agricultural, or industrial;

5. If the lot split would require demolition or alteration of any existing housing that would displace a renter, the applicant must recommend a displacement mitigation strategy that may include, but is not limited to, relocation assistance;

6. The City or other applicable sewer and water purveyors have issued certificates of availability to serve the newly created lot and dwelling units;

7. Access and utility rights are granted or conveyed as necessary on or before recording of the lot split survey to provide access for the maximum number of dwelling units that could be developed on the newly created lot, provided such access rights may be reduced consistent with a city's adopted codes, regulations, or design standards as applicable through review of a subsequent application for a building permit, short subdivision, unit lot subdivision, subdivision application, or short subdivision if less than the maximum number of dwelling units are built on the newly created lot;

8. The Director determines that the application follows all applicable development regulations; and

9. The lot split survey has been approved by the Director and includes a condition on the face of the survey that further lot splits of the parent lot and newly created lot are not authorized by this section.

B. A proposed lot split may be conditioned upon dedication of right-of-way on the parent lot to the extent such dedication is required under applicable codes, regulations, and design standards for the development, short plat, or subdivision of the parent lot absent an administrative lot split.

C. Development of dwelling units on the newly created lot may be conditioned upon construction of frontage improvements to a right-of-way adjacent to either the parent lot or the newly created lot to the extent required under applicable codes, regulations, and design standards.

D. Any construction on the newly created lot is subject to all existing state and local laws including those specified in this section. Nothing in this section modifies the requirements for approval of residential building permits in chapter **19.27** RCW.

E. The City of Olympia may not impose a limit on the total number of dwelling units allowed on the parent lot or newly created lot that is less than the number of dwelling units allowed by the underlying zoning of the parent lot prior to the administrative lot split.

F. Notwithstanding the provisions of this section, lots that are not buildable according to locally adopted development regulations including, but not limited to, critical areas, shorelines, stormwater, setbacks, impervious surface areas, and building coverage standards, are not eligible for a lot split under this section.

G. If a lot split results in a lot of a size that would allow for further land division, the lot is not eligible for a lot split but may be divided under other applicable land subdivision processes.

H. The newly created lot must meet any locally adopted minimum density requirements.

I. The City of Olympia is immune from any liability, loss, or other damage suffered by another that is related to the city's approval of a lot split under RCW 58.17, including if the lot split creates a lot that is later determined to not be buildable.

J. Parent lots and newly created lots approved under this section must have a lot split survey recorded with the county auditor with a notation that future lot splits are not allowed on the lot.

K. An application process or a residential lot to be split under this section is subject to the maximum time period for actions as set forth in OMC 18.70, unless extended pursuant to project-specific mutual agreement as permitted by RCW 36.70B.080.

TITLE 18 – UNIFIED DEVELOPMENT CODE

Proposal 8: Chapter 18.02 – Basic Provisions

Section 18.02.040 – Purpose

It is the purpose of this Development Code to promote the health, safety and general welfare by guiding the development of the city consistent with the comprehensive plan which is, in part, carried out by the provisions of this title. It is further intended to provide regulations and standards which will reduce greenhouse gas emissions, promote renewable energy systems, lessen congestion on the streets, encourage high standards of development, prevent the overcrowding of land, provide adequate light and air, avoid excessive concentration of population and facilitate adequate provisions for transportation, utilities, schools, parks and other public needs.

Proposal 9: Chapter 18.02 – Basic Provisions

Section 18.02.170- Interpretation of terms

C. For the purposes of this title, unless it is plainly evident from the context that a different meaning is intended, certain words and terms are herein defined as follows:

1. The word "shall" or "must" is always mandatory, while the word "should" is not mandatory, and "may" is permissive.

2. Words in the present tense include the future, the singular includes the plural and the plural includes the singular.

3. The word "and" indicates that all connected items or provisions apply.

4. The word "or" indicates that the connected items or provisions may apply singularly or in any combination.

5. The term "either/or" indicates that the connected items or provisions shall apply singularly but not in combination.

6. Where terms are not specifically defined, they shall have their ordinary accepted meanings within the context with which they are used. Webster's Third New International Dictionary of the English Language, Unabridged, ~~Copyright 1986,~~ shall be considered in determining ordinarily accepted meanings.

Proposal 10: Chapter 18.02 – Basic Provisions

Section 18.02.160 – Establishment of Zoning Districts

C. Use District Boundaries.

1. Land use district boundaries, unless otherwise indicated by natural land forms, are intended to follow lot lines or the centerline of streets and alleys as shown on the zoning map. Where the lot line location or street layout on the ground varies from that shown on the zoning map the designations shown on the map shall be applied to carry out the intent and purpose of this title.

2. Land use district boundary lines shall extend parallel from their landward location to a point of intersection at the center of all bodies of water. Bodies of water include the Puget Sound and all rivers, streams, and lakes.

3. If the use district boundary line clearly divides a parcel of land having a single ownership of record ~~at the time this title became effective~~, all such property shall apply all regulations from one of the applicable zones affecting the site. ~~take the least restrictive classification within its general land use classification (residential, commercial, industrial), provided t~~The property ~~is~~ must be developed with a consolidated site plan unless all proposed development is clearly and wholly located on the portion of the lot in

one and only one zoning district. ~~as one unit, and provided that a nonresidential use shall be permitted to extend into a residential use district only if that portion of the property lying within such district has an area less than 4,500 square feet or is of such shape that it cannot be occupied by a residence.~~

4. Except, if the use district boundary line divides a parcel zoned High Density Corridor-4 (HDC-4) which is located between Phoenix Street and Lilly Road, if the parcel of land is under a single ownership of record at the time this title became effective, and if the parcel is deeper than 400 feet as measured from Martin Way or Pacific Avenue, then that portion of the property beyond 400 feet shall have the use and development standards of the General Commercial (GC) zoning district.

Proposal 11: Chapter 18.02 – Basic Provisions

Section 18.02.180- Definitions

Note: Only proposed or revised definitions are included below.

Adjacent. Next to or adjoining something else. Adjacent properties may not share a common boundary if divided by a road or other natural feature. See abutting.

Current Definition of Floor Area Ratio (FAR). The ratio of floor area permitted on a zoning lot to the size of the lot. 1:1 means a one story building can cover the entire buildable area of the lot, except in the Urban Waterfront Housing District, 1 FAR of commercial is allowed, while the remainder of the building (up to the allowed zoning height) must be residential.

State Definition of Floor Area Ratio (FAR). "Floor area ratio" means a measure of development intensity equal to building square footage divided by the developable property square footage. Developable property excludes public facilities and portions of lots with critical areas and critical area buffers as designated in RCW 36.70A.060, except for critical aquifer recharge areas where a single-family detached house is an allowed use provided that any requirements to maintain aquifer recharge are met.

Solar energy system: A device, array of devices, or structural design feature, the purpose of which is to provide for generation or storage of electricity from sunlight, or the collection, storage, and distribution of solar energy for space heating or cooling, daylight for interior lighting, or water heating.

Solar photovoltaic system: A solar energy system that converts solar energy directly into electricity, the primary components of which are solar panels, mounting devices, inverters, and wiring.

Grid-connected solar energy system: A solar photovoltaic system that is connected to an electric circuit served by an electric utility company.

Roof-mounted solar energy system: A solar photovoltaic system mounted on a rack that is ballasted on, or is attached to, the roof of a building or structure. Roof-mount systems are accessory to the primary use.

Ground-mounted solar energy system (Accessory Use): A solar photovoltaic system mounted on a rack or pole that is ballasted on, or is attached to, the ground and the system is accessory to the primary use.

Ground-mounted solar energy system (Primary Use): A solar photovoltaic system mounted on a rack or pole that is ballasted on, or is attached to, the ground and is the primary land use for the parcel(s) on which it is located. Primary use systems are permitted through a discretionary approval process.

Community-scale solar energy system: A solar photovoltaic system that qualifies for the Washington Community Solar Incentives under RCW 82.16.170.

Property Line. Any line bounding the ownership of a parcel of land.

a. Front property line. Any property line separating any parcel of land from the street rights-of- way. In case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line, provided such choice, in the opinion of the ~~Building Official~~Director, will not be detrimental to the existing or future development of adjacent properties. In case of a through lot, both property lines abutting on a street are front property lines. In the case of a lot not abutting a street, the front property line is that line nearest to and roughly parallel with a street, provided that the ~~Building Official~~Director may approve an alternative front line if it will not be detrimental to existing and future development. However, for historic properties or in historic districts, for properties with more than one street frontage the front property line is the one the front door of the house is historically oriented toward, unless otherwise approved by the Director.

b. Rear property line. Any property line that does not qualify as a front or side property line.

c. Side property line. Any property lines that intersect the front property line. These lines may intersect at any angle and be of any length. (See also Yards.)

Proposal 12: Chapter 18.04 – Residential Districts

Section 18.04.040 – TABLES: Permitted and Conditional Uses

TABLE 4.01
Permitted and Conditional Uses

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
District-Wide Regulations							18.04.060 (N,Q)	18.04.060 (N,Q)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N,BB)		18.04.060 (N)	18.04
RESIDENTIAL/HOUSING (Conventional Housing Types) Includes single-family, accessory dwelling units, middle housing, large multifamily, permanent supportive housing, and transitional housing															
Conventional Dwelling Types as defined in OMC 18.02.180 unless listed separately below.	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Table 4.04. 18.04.060; 18.04.080. See 18.04.080 (A) for provisions allowing up to 6 units per lot in some cases.
Large Multifamily dwelling (7 units or more)							P	P	P	P	P	P	P	P	
Manufactured or Mobile Home Parks								C	C	C			P		18.04.060(P)
RESIDENTIAL/HOUSING (Transient Housing Types) Note: Hotels and Motels are allowed in Commercial Zones, see OMC 18.06 for details.															
Bed and Breakfast (as a Home Occupation)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Short Term Rentals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L) 18.04.060(JJ)
Dorms / Collegiate Greek System Residences	P			P				P	P	P					
RESIDENTIAL/HOUSING (Assisted Living Dwellings)															
Adult Family Home/ Elder Care Home	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Group Homes with 6 or Fewer (or up to 8 with DSHS approval) Clients and Confidential Shelters	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(K)
Group Homes with 7 or More Clients	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(K)
Nursing/ Convalescent Homes	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(S)
COMMERCIAL															
Child Day Care Centers	P	~~C~~P	~~C~~P	~~C~~P	~~C~~P	~~C~~P	~~C~~P	P	P	P	P	P	~~C~~P	P	18.04.060(D) 18.04.060(AA)
Commercial Printing												P			
Drive-In and Drive-Through Businesses -- Existing												P			18.04.060(J)
Food Stores											P	P		P	18.04.060(AA)
Hardware Stores												P			
Home Occupations (including Adult Day	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Care, Elder Care Homes, Family Child Care Homes, Short-Term Rentals – Homestays, and Bed & Breakfast Houses)															
Hospice Care	C			C			C	C	C	C	C	C		C	18.04.060(M)
Laundries											P	P		P	18.04.060(AA)
Nursery (Retail and/or Wholesale Sales)	C	C	C	C	C	C	C	C	C	C			C		18.04.060(G)
Offices												P		P	18.04.060(AA)(2)
Personal Services												P			
Pharmacies												P			
Restaurants, without Drive-In and Drive-Through												P			
Servicing of Personal Apparel and Equipment												P			
Specialty Stores												P			
Veterinary Clinics - Existing	P	P		P	P	P							P		18.04.060(J)
Veterinary Clinics	P														
ACCESSORY USES															
Accessory Structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(B)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Electric Vehicle Infrastructure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(GG)
Garage/Yard/Rummage or Other Outdoor Sales	P	P		P	P	P	P	P	P	P	P	P	P	P	5.24
Large Garages			C		C	C	C	C	C	C	C	C	C	C	18.04.060(B)
Residence Rented for Social Event, 7 times or more in 1 year	C	C		C	C	C	C	C	C	C	C		C	C	
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
RECREATIONAL USES															
Community Parks & Playgrounds	C	C	C	C	C	C	C	C	C	C	P	P	C	P	18.04.060(T)
Country Clubs	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Golf Courses		C	C		C	C	C	C	C	C			C		
Neighborhood Parks	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Open Space - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Racing & Performing Pigeons		C	C	C	C	C				C	C		C	C	18.04.060(Y)
Stables, Commercial and Private Existing		C		C	C										18.04.060(J)
Trails - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
AGRICULTURAL USES															
Agricultural Uses	P	P	P	P	P	P	P	P	P				P		

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Greenhouses, Bulb Farms	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(G)
TEMPORARY USES															
Emergency Housing	P	P	P	P	P	P	P	P	P	P			P		18.04.060(DD)
Emergency Housing Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.50
Model Homes	P	P	P	P	P	P	P	P	P	P	P		P	P	18.04.060(DD)
Residence Rented for Social Event, 6 times or fewer in 1 year	P	P	P	P	P	P	P	P	P	P	P		P	P	18.04.060(DD)
OTHER															
Animals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(C)
Cemeteries		C	C		C	C	C	C	C	C			C		18.04.060(E)
Community Clubhouses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Crisis Intervention	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(I)
Historic House Museum		C	C	C	C	C	C	C	C	C	C	C	C	C	
Parking Lots and Structures				C							P	P			18.38.220 and .240
Places of Worship	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(U)
Public Facilities	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(V)
Public Facilities - Essential	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(W)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Radio, Television and Other Communication Towers	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.44.100
Schools	C			C	C	C	C	C	C	C	C		C	C	18.04.060(CC)
Social Organizations											P	P		C	
Mineral Extraction - Existing					C		C								18.04.060(J)
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communication Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44 & 18.44.090 Table 44.01
Workshops for Disabled People	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(R)

LEGEND			
P = Permitted Use	C = Conditional Use		
R1/5 = Residential-1 Unit Per 5 Acres	R-4 = Residential - 4	R-4CB = Residential - 4 Units per Acre	RLI = Residential Low Impact
R 4-8 = Residential 4-8	R 6-12 = Residential 6-12	MR 7-13 = Mixed Residential 7-13	MR 10-18 = Mixed Residential 10-18
RM 18 = Residential Multifamily - 18	RM 24 = Residential Multifamily - 24	RMH =Residential Multifamily High Rise	RMU = Residential Mixed Use
MHP = Manufactured Housing Park	UR = Urban Residential		

Proposal 13: Chapter 18.04 – Residential Districts

Section 18.04.060(M) – Residential districts' use standards

M. Hospice Care Center

~~1. Size. No more than five (5) patients may be cared for in hospice care centers located in a Mixed Residential 7-13 or Mixed Residential 10-18 district.~~

~~2.~~ The applicant shall submit proof of compliance with applicable state requirements (e.g., a license) as a condition of approval.

Proposal 14: Chapter 18.04 – Residential Districts and Chapter 18.06 – Commercial Districts

Section 18.04.060.KK – New Housing in Existing Buildings
Section 18.06.060.JJ – New Housing in Existing Buildings

New housing units are permitted in existing buildings, subject to the following (see RCW 35A.21.440):

A. There is no restriction on housing unit density that prevents the addition of housing units at a density up to 50 percent more than what is allowed in the underlying zone if constructed entirely within an existing building envelope in a building located within a zone that permits multifamily housing, provided that generally applicable health and safety standards, including but not limited to building code standards and fire and life safety standards, can be met within the building; and

B. There are no new parking requirements on the addition of dwelling units or living units added within an existing building, however, the City may require the retention of existing parking that is required to satisfy existing local residential parking requirements and for any nonresidential uses that remain after the new units are added; and

C. With the exception of emergency housing and transitional housing uses, the City will not impose permitting requirements on the use of an existing building for residential purposes beyond those requirements generally applicable to all residential development within the building's zone, including requiring a change of use permit;

D. The City will not impose design standard requirements, including setbacks, lot coverage, and floor area ratio requirements, on the use of an existing building for residential purposes beyond those requirements generally applicable to all residential development within the building's zone, except as provided in RCW 36.70A.810 and 36.70A.812;

E. The City will not impose exterior design or architectural requirements on the residential use of an existing building beyond those necessary for health and safety of the use of the interior of the building or to preserve character-defining streetscapes, unless the building is a designated landmark or is within a historic district; and

F. The City will not prohibit the addition of housing units in any specific part of a building except ground floor commercial or retail that is along a pedestrian street as defined in Title 18 OMC, unless the addition of the units would violate applicable building codes or health and safety standards;

G. The City will not require unchanged portions of an existing building that have been used for residential or previously permit-approved conditioned space purposes to meet the current energy code solely because of the addition of new dwelling units within the building. When any other existing building is converted to new dwelling units, changed portions of each of those new units must meet the requirements of the current energy code, except if:

(i) The square footage of new dwelling units does not exceed 2,500 square feet or 50 percent of the total building square footage, whichever is greater;

(ii) The building owner submits documentation, in a form acceptable to the code city, showing the building's residential units' projected energy use intensity is less than or equal to the energy use intensity target in accordance with the clean buildings performance standard in RCW 19.27A.210; or

(iii) In all areas zoned for residential housing, an additional housing unit is created within an existing home;

H. The City will not deny a building permit application for the addition of housing units within an existing building due to nonconformity regarding parking, height, setbacks, elevator size for gurney transport, or modulation, unless the code city official with decision-making authority makes written findings that the nonconformity is causing a significant detriment to the surrounding area; or

I. The City will not require a transportation concurrency study under RCW 36.70A.070 or an environmental study under chapter 43.21C RCW based on the addition of residential units within an existing building.

Proposal 15: Chapter 18.06 – Commercial Districts

Section 18.06.060 - Commercial districts' use standards

Z. Temporary Uses.

1. Certain uses, when active for a limited period of time and when properly regulated, can be compatible, or otherwise limited in impact to neighboring properties and the general community. In accord with this intent, no temporary use shall be allowed unless a temporary use permit is approved by the City as prescribed by this section. Each separately proposed activity or use shall require a separate permit and pay the fee required by OMC 4.40.010(A).

2. General Standards. Temporary uses are subject to the following regulations:

a. Temporary uses not listed in the use table of this chapter may be authorized by the applicable approval authority, provided such temporary uses are similar to and no more intensive than other temporary uses permitted in the district in which the subject property is located.

b. The applicable approval authority may apply additional conditions to any temporary use permit in order to:

i. Ensure compliance with this chapter;

ii. Ensure that such use is not detrimental to neighboring properties and the community as a whole; and

iii. Ensure compliance with the Building Code.

c. Within three (3) days after termination of the temporary use permit, such use shall be abated and all structures, signs and evidence of such use removed. The Director may require a financial surety be posted by the applicant upon application to defray the costs of cleanup and repair of the property should the permittee fail to do so. The property owner is responsible for such abatement action and costs should the permittee fail to properly clean and repair the property.

d. Temporary use permits not exercised within thirty (30) days of issuance shall be null and void.

e. Unless otherwise stated in this section temporary use permits are valid from the date of issuance for ninety (90) consecutive days per calendar year.

f. Unless otherwise stated in this section no more than two (2) temporary use permits will be issued for any specific site per calendar year.

g. Nothing in this section shall exempt the applicant from obtaining all necessary applicable permits from all other agencies having jurisdiction.

h. Hours of operation, including the use of generators and lot lighting, excluding security lighting, shall be limited to 7:00 a.m. to 10:00 p.m. unless otherwise specified in writing by the Planning Director or the Director's designee. Security lighting shall be shielded to prevent light spillage onto adjacent properties.

3. Specific Temporary Use Standards. The following temporary uses are permitted in commercial districts and the Evergreen Park PUD, subject to the following regulations:

a. Entertainment Events to include: circuses, carnivals and similar transient amusement enterprises, limited to operation of not more than twice each year,

and not more than ten (10) consecutive days per event per site in any one (1) calendar year.

b. Off-site contractor's Offices (including trailers and mobile homes) and storage yards associated with an active construction project, not to exceed one (1) year in duration.

c. Mobile Vendors.

i. Temporary use permits for mobile vendors are valid for one (1) year from the date of issuance.

ii. Approval from the property owner, or underlying property owner if located in a right-of-way, is required.

iii. Mobile vendors located within the sidewalk right-of-way must comply with the following rules:

(a). Only one mobile sidewalk vendor shall be permitted per block face.

(b). Public sidewalks used by mobile vendors shall have a minimum width of eight (8) feet.

(c). In no instance shall the clear walking area around a sidewalk vendor be less than forty-eight (48) inches. The clear walking area around a sidewalk vendor must be at least six (6) feet if within the downtown "Pedestrian Walking Lane" area delineated in OMC 9.16.180(B), Figure 1.

(d). The maximum length of space occupied by a mobile sidewalk vendor and equipment is eight (8) feet.

(e). Mobile sidewalk vendor stands must be readily movable at all times.

(f). Mobile sidewalk vendors shall locate their stands at the back of the sidewalk away from curb.

(g). All locations shall be approved on a first-come, first-serve basis.

(h). Mobile sidewalk vendors shall sign a Hold Harmless Agreement with the City of Olympia.

d. Parking lot and other outdoor sales of merchandise and/or services unrelated to the primary use of the property must comply with the following:

i. Merchandise displays may only occupy parking stalls which are in excess of city parking requirements.

ii. There shall be no obstruction of emergency exits, Fire Lanes or other Emergency apparatus.

iii. Sales areas shall be maintained in an attractive and trash-free manner.

iv. Sales areas shall not substantially alter the existing circulation pattern of the site.

e. Temporary, commercial wireless communications facilities, for the purposes of providing coverage of a special event such as news coverage or sporting event. Such facilities must comply with all federal and state requirements. Temporary wireless communications facilities may be exempt from the provisions of Chapter 18.44 up to one week after the duration of the special event.

f. Temporary surface parking lots are only permitted on previously approved and developed portions of property, ~~are allowed~~ subject to approval by the Director, and are limited to a one time permit valid for two years. A one year extension may be granted by the Director if a complete Land Use Application has been submitted for review. All applications must provide a complete Site Plan and comply with the following:

i. A twenty by twenty (20'x20') foot paved surface at all approved points of ingress/egress.

ii. A dust-free surface.

iii. An erosion control and stormwater containment plan.

iv. Clear designation of parking spaces and drive aisles consistent with OMC 18.38.220 with striping and/or parking blocks. To prevent obstruction of public rights-of-way wheel blocks must be provided at the perimeter of the site.

v. No new or additional points of access.

vi. Provision for an enforceable compliance and closure agreement.

vii. May not be established on Pedestrian "A" streets per OMC 18.16.080(H).

4. Violations. At any time a temporary use is operated in violation of required conditions of this section or of the permit (Subsection 18.06.060(Z)(2)(b)) or otherwise found to constitute a nuisance, the City may take appropriate enforcement action including the process set forth at OMC 18.73.010.

Proposal 16: 18.04.080

Section 18.04.080 – Residential districts development standards

K. Surface Coverage Limits:

1. Increased Impervious Coverage: Projects may be eligible for up to a 20% increase in impervious (above what is listed in table 4.04) surface coverage provided that the following are met:

    a. Eligibility: The increase must be for one, or more, of the following:

        i. A non-residential use such as a school, park, place of worship, etc. that is permitted within the residential zone.

        ii. Developments that include middle housing units (including ADU's and Townhomes) which exceeds minimum density on the underlying lot.

        iii. Land divisions that achieve the maximum allowed density within the zone in which they are located.

        iv. Ineligible projects include:

            1. A stand-alone single family unit on a lot.

            2. Projects in the Residential Low Impact Zone.

    b. An engineered drainage design must be submitted that includes the following:

        i. The area in exceedance of Table 4.04 must meet the Drainage Design and Erosion Control Manual (DDECM) core requirement #5 (or as amended) for onsite stormwater treatment, and core requirement #7 for flow control, regardless of minimum area thresholds. Plans must address the following:

            1. Projects that would otherwise be exempt from DDCEM requirements for flow control must demonstrate compliance, regardless of the exemption, in order to obtain the bonus.

            2. Flood control systems to be included might include pervious pavement, pervious geogrid, bioretention, infiltration, green roofs, or micro-detention systems. If compliance cannot be provided, the bonus will be denied.

            3. Permeable pavement and geogrid on Type D soils are ineligible.

        ii. Maintenance agreements will be required prior to permit issuance for said, flood control system.

2. Hard Surface Coverage Bonus: The coverage identified in table 4.04 indicates the allowed maximum increase in hard surfaces. To gain approval for these increases all of the following must be met:

   a. All criteria outlined in OMC 18.04.080.k.1.b are applicable.

   b. ~~In addition to the ineligible projects in K.1.a.IV, p~~Projects on type D soils are ~~also~~ ineligible.

   c. The total hard surface coverage cannot exceed the site area minus the minimum open space requirement.

3. Existing Surfaces: An existing lot, which was legally built under regulations applicable at the time of its building, but which exceeds current impervious or hard surface coverage limits, may be replaced within the existing lot footprint, but cannot be expanded in a way that would increase the nonconformity. Replacement of such surfaces must comply with the Drainage Design and Erosion Control Manual, including, providing stormwater control measures.

4. Calculation Exclusions: The following are excluded from the impervious and hard surface coverage limit calculations. Note: these exclusions do not apply to calculations or requirements related to the Drainage Design and Erosion Control Manual.

   a) Ingress/egress easements serving a neighboring property;

   b) Areas excluded from the minimum lot area calculations (OMC 18.04.080(c)(4)), such as the panhandle of a flag lot;

   c) Portions of the driveway that extend beyond the required setback area when the additional length is caused by compliance with municipal code requirements, such as critical area and buffer protections.

   d) Areas partially or wholly covered by water (seasonally or year-round) are to be excluded from the total site area before calculating the coverage percentage. This does not include human-made stormwater retention ponds.

PROPOSAL 17: 18.06 Commercial Districts

18.06.080 TABLES: Commercial Districts' Development Standards

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
MINIMUM LOT SIZE	7,200 Sq. Ft.	No minimum, except: 1,600 = cottage; 3,000 = zero lot; 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse; 6,000 sq. ft. = duplex; 7,200 sq. ft. = large multifamily; 4,000 = other	No minimum, except: 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse	No minimum, except: 1,600 = cottage; 3,000 = zero lot; 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse; 6,000 sq. ft. = duplex; 7,200 sq. ft. = large multifamily; 4,000 = other	No minimum, except: 1,600 = cottage; 3,000 = zero lot; 1,600 sq. ft. minimum, 2,400 sq. ft average = townhouse; 6,000 sq. ft. = duplex; 7,200 sq. ft. = large multifamily; 4,000 = other	No minimum, except: 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse	No minimum, except: 1,600 sq. ft minimum, 2,400 sq. ft. average = townhouse	See also 18.06.100(D) for regulations on existing undersized lots of record.
FRONT YARD SETBACK	See Chapter 18.110, Basic Commercial Design Criteria	10' maximum, if located in a High Density Corridor; 10' minimum otherwise.	~~5' minimum for residential otherwise none.~~None.	~~0~~ 10' maximum. See 18.130	~~0~~ 10' maximum. See 18.130	~~0~~ 10' maximum. See 18.130	~~0~~ 10' maximum. See 18.130	18.06.100(E). 1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
								2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. Must comply with site design standards, Chapter 18.100.
REAR YARD SETBACK	15' minimum.	10' minimum; Except: 1. Next to an R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories.	10' minimum; Except: 1. Next to single-family use or an R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district (refer to 1 above if adjacent use is single-family) = 10' minimum	10' minimum; Except: 1. Next to an R4, R4-8, or R6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories; 10 ft. where an alley separates HDC-1 from the above residential district. 2. Next to MR7-13, MR 10-18, RM-18, RM-24 or RMH district = 10'	10' minimum; Except: 1. Next to an R4, R4-8, or R6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories; 10 ft. where an alley separates HDC-2 from the above residential district. 2. Next to MR7-13, MR 10-18, RM-18, RM-24, or RMH district = 10'	10' minimum; Except: 1. Next to single-family use or an R4, R4-8, or R6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district (refer to 1 above if adjacent use is single-family) = 10' minimum + 5' for each	10' minimum; Except: 1. Next to single-family use or an RLI, R4, R4-8, or R6-12 district - 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district (refer to 1 above if adjacent use is single-family) = 10' minimum	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with site design standards, Chapter 18.100.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
			+ 5' for each bldg. floor above 2 stories.	minimum + 5' for each bldg. floor above 2 stories.	minimum + 5' for each bldg. floor above 2 stories.	bldg. floor above 2 stories.	+ 5' for each bldg. floor above 2 stories.	
SIDE YARD SETBACK	15' minimum.	No minimum on interior, 10' minimum on flanking street; Except: 1. Next to R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5' except 6' on	No Minimum; Except: 1. Next to R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5' except 6' on one side of zero lot.	No minimum on interior, 10' minimum on flanking street; Except: 1. Next to R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5' except 6' on	No minimum on interior, 10' minimum on flanking street; Except: 1. Next to R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5'	No Minimum; Except: 1. Next to R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures; 5' except 6' on one side of zero lot.	No Minimum; Except: 1. Next to RLI, R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures; 5' except 6' on one size of zero lot.	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. Residential side yards can be reduced consistent with 18.04.080(H)(5). 4. Must comply with site design standards, Chapter 18.100.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
		one side of zero lot.		one side of zero lot.	except 6' on one side of zero lot.			
MAXIMUM BUILDING HEIGHT	35'	Up to 35', if any portion of the building is within 100' of R 4, R 4-8, or R 6-12 district; Up to 60' otherwise.	Up to 35', if any portion of the building is within 100' of R 4, R 4-8, or R 6-12 district; Up to 60' otherwise; or up to 70', if at least 50% of the required parking is under the building; or up to 75', if at least one story is residential.	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise. Provided that one additional story may be	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise. Provided that one additional story may be	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise; or up to 70', if at least 50% of the required	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise; or up to 70', if at least 50% of the required	1. Not to exceed height limit set by State Capitol Group Height District, 18.10.060, for properties near the State Capitol Campus. 2. Must comply with site design standards, Chapter 18.100. 3. HDC-1 and HDC-2 additional story must comply with OMC 18.06.100.A.6. 4. In a Downtown Design Sub-District, see 18.120.220 and 18.120.440 for upper story step back requirements.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
				built for residential development only.	built for residential development only.	parking is under the building; or up to 75', if at least one story is residential. Up to 75' for HDC-3 zoned properties located within the Capital Mall Triangle Subarea.	parking is under the building; or up to 75', if at least one story is residential. ~~Up to 75' for HDC-4 zoned properties where the proposed project provides for the development of replacement dwelling units in a development agreement and the project site is all or part of an area of 40 acres or more that was in contiguous common ownership in 2009.~~ Up to 105' for HDC-4 zoned properties	5. If located within the Capital Mall Triangle Subarea see OMC 18.06.100.A.7.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
							located within the Capital Mall Triangle Subarea. Up to 130' for HDC-4 zoned properties located within the Capital Mall Triangle Subarea and within the Affordable Housing Height Bonus Overlay (see OMC 18.06.100.A.7.)	
~~MAXIMUM BUILDING COVERAGE~~	~~45%~~	~~70%, except 55% for residential only structures~~	~~70%; or 85% if at least 50% of the required parking is under the building.~~	~~70% for all structures~~	~~70% for all structures~~	~~70% for all structures, 85% if at least 50% of the required parking is under the building.~~	~~70% for all structures. 85% of the site if at least 50% of the required parking is under the building. On redeveloped sites, 85% if at least 50% of new required parking is~~	~~For projects in the GC and HDC-4 zones west of Yauger Way, limitations of building size per 18.06.100(C) and 18.130.020 apply.~~

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
							~~under the building or in a structured parking form. 85% for HDC-4 zoned properties where the proposed project provides for the development of replacement dwelling units in a development agreement and the project site is all or part of an area of 40 acres or more that was in contiguous common ownership in 2009.~~	
MAXIMUM IMPERVIOUS SURFACE COVERAGE	50%	70%	85%	85% ~~for all structures~~	85% ~~for all structures~~	85% ~~for all structures~~	85% ~~for all structures~~	See OMC 18.06.100(D).

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
MAXIMUM HARD SURFACE BONUS (not guaranteed, performance based)	70%	85%	100%	100%	100%	100%	100%	Hard surfaces are treated as impervious unless shown workable through an approved design. See OMC 18.06.100(D) for criteria. ~~Hard Surfaces are treated as impervious, unless shown workable through an approved design (complies with DDECM), which requires adequate underlying soils.~~
ADDITIONAL DISTRICT-WIDE DEVELOPMENT STANDARDS	Maximum building size (gross sq. ft.): 3,000 for single use; 6,000 for mixed use.	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B) and Figure 6-3).	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)). In a Downtown Design Sub-	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)).	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)).	Building Floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)).	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)). If located within the	For properties in the vicinity of Kaiser Road and Harrison Ave NE, also see Pedestrian Streets Overlay District, Chapter 18.16. For retail uses over 25,000 square feet in

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
		In a Downtown Design Sub-District, see Chapter 18.120 for upper story stepbacks.	District, see Chapter 18.120 for upper story stepbacks.				HDC-4 zone district and within the Capital Mall Triangle Subarea: Building floors above 6 stories which abut a street or residential district must be stepped back a minimum of 8 feet. A step back is not required below 6 stories. Mass timber/cross laminated timber constructed buildings are not required to have a step back.	gross floor area, see Section 18.06.100(G) Large Scale Retail Uses. EXCEPTION: Section 18.06.100(G) shall not apply to motor vehicle sales. In a Downtown Design Sub-District, see Chapter 18.120. If located within the Capital Mall Triangle Subarea see OMC Section 18.06.100.B.3.

LEGEND

NR = Neighborhood Retail GC = General Commercial	PO/RM = Professional Office/Residential Multifamily	HDC-1=High Density Corridor-1 HDC-2=High Density Corridor-2 HDC-3=High Density Corridor-3 HDC-4=High Density Corridor-4

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
MINIMUM LOT AREA	7,200 Sq. Ft.	No minimum.	No minimum.	No minimum.	7,200 Sq. Ft. if bldg. height is 35' or less. 12,500 Sq. Ft. if bldg. height is over 35'.	No minimum.	
FRONT YARD SETBACK	10' maximum.	No minimum; however, see Chapter 18.100 for design guidelines for pedestrian access and view corridors. In a Downtown Design Sub-District: 12' from the curb on Type A and B Streets, 10' from curb for Type C Streets.	No minimum. In a Downtown Design Sub-District: 12' from the curb on Type A and B Streets, 10' from curb for Type C Streets.	No minimum. In a Downtown Design Sub-District: 12' from the curb on Type A and B Streets, 10' from curb for Type C Streets.	No minimum.	30' minimum for buildings; 15' for other structures except signs	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. See Design Guidelines, Chapter 18.100.
REAR YARD SETBACK	15' minimum; If next to a residential zone, 15' minimum plus 5' for every story over 3 stories.	No minimum; however, see Chapter 18.100 for design guidelines for pedestrian access and view corridors.	No minimum.	No minimum.	5' minimum if building has 1 or 2 stories. 10' minimum if building has 3 or more stories.	15' minimum.	50' minimum from property line for agriculture buildings (or structures) which house animals other than pets.

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
SIDE YARD SETBACK	10' minimum; 15' minimum plus 5' for every story over 3 stories if next to a residential zone.	No minimum; however, see Chapter 18.100 for design guidelines for pedestrian access and view corridors.	No minimum.	No minimum.	5' minimum if building has 1 or 2 stories. 10' minimum if building has 3 or more stories; AND the sum of the 2 side yards shall be no less than 1/2 the building height.	5' minimum 30' minimum for buildings and 15' minimum for other structures from flanking streets.	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. See Design Guidelines, Chapter 18.100.
MAXIMUM BUILDING HEIGHT	75'; except hospitals, which may exceed that height.	See 18.06.100(A)(2) and Figure 6-2, Urban Waterfront District Height Limits Exceptions: 1) In the portion of the area Downtown with a height limit of 65', two additional residential stories may be built. See 18.06.100. 2) In the portion of the area on West Bay Drive with a	Refer to Figure 6-2 and 6-2B for specific height and building configurations required on specific blocks. In a Downtown Design Sub-District, see view protection measures in 18.06.100 and Chapter 18.120.	75'; PROVIDED, however, that two additional stories may be built, if they are residential. For details, see 18.06.100(A)(4), Downtown Business District. There are restrictions around Sylvester Park	75' Exception: Up to 100' may be allowed with conditional approval by the City Council, upon recommendation of the Hearing Examiner. For details, see 18.06.100(C)(5), Height, Commercial Services-High Density. In a Downtown Design	40' accessory building limited to 20'.	Not to exceed height limit set by State Capitol Group Height District, 18.10.060, for properties near the State Capitol Campus. See OMC 18.06.100(E)

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
		height limit of 42' to 65', the taller height limit is conditioned upon the provision of certain waterfront amenities. See 18.06.100(A)(2)(c).		(see 18.100.080.)	Sub-District, see view protection measures in 18.06.100 and Chapter 18.120.		
~~MAXIMUM BUILDING COVERAGE~~	~~50%~~	~~60% for properties between the shoreline and the nearest upland street. 100% for properties not between the shoreline and the nearest upland street. See also Chapter 18.100 for design guidelines for pedestrian access and view corridors.~~	~~100%~~	~~No requirement.~~	~~No requirement.~~	~~85%~~	-
MAXIMUM IMPERVIOUS SURFACE COVERAGE	60%	100%	100%	100%	100%	85%	See OMC 18.06.100(D).
MAXIMUM HARD SURFACE BONUS (not guaranteed,	80%	100%	100%	100%	100%	100%	Hard surfaces are treated as impervious unless shown workable through an

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
performance based)							approved design. See OMC 18.06.100(D) for criteria.~~Hard Surfaces are treated as impervious, unless shown workable through an approved design (complies with DDECM), which requires adequate underlying soils.~~
ADDITIONAL DISTRICT-WIDE DEVELOPMENT STANDARDS	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(F)). Residential uses (Section 5 of Table 6.01) may not be constructed	Street ends abutting the water shall be preserved to provide views of and public access to the water, pursuant to Section 12.16.050(D) OMC. Section 18.06.100(A)(2)(c) for West Bay Drive building height and view blockage limits; and Chapter 18.100 for West Bay Drive view corridors. See also	Street ends abutting the water shall be preserved to provide views of and public access to the water, pursuant to OMC Section 12.16.050(D).		Residential uses must comply with High Rise Multi-family (RM-H) development standards.	6' of sight-screening buffer shall be provided along north, east, and west district boundaries. See Olympia Park Replat covenants for access, and other standards applicable to replat lots.	For properties in the vicinity of the Downtown, also see the Downtown Design Guidelines in 18.120. For retail uses over 25,000 square feet in gross floor area, see Section 18.06.100 (C) Large Scale Retail Uses.

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
	within 600 feet of Lilly Road except in upper stories of mixed use building; all other development standards are the same as for commercial uses.	Chapter 18.100 for Downtown design guidelines for Pedestrian Access and View Corridors and Waterfront Public Access; Chapter 18.100 for Port Peninsula design guidelines for Pedestrian Connections and View Corridors; Section 18.06.100(A)(2)(c) for West Bay Drive building height and view blockage limits; and Chapter 18.100 for West Bay Drive view corridors.					EXCEPTION: Section 18.06.100 (C) shall not apply to motor vehicle sales.

LEGEND		
MS = Medical Services DB = Downtown Business	CS-H = Commercial Services - High Density	UW = Urban Waterfront UW-H = Urban Waterfront-Housing AS=Auto Services

Proposal 18: Chapter 18.06 – Commercial Districts

Section 18.06.100 - Commercial districts' development standards—Specific Subsections A and B

A. Height.

1. Roof structures for the housing of elevators, stairways, tanks, ventilating fans and similar equipment required to operate and maintain the building, fire or parapet walls, skylights, towers, flagpoles, chimneys, smoke stacks, wireless masts, T.V. antennas, steeples and similar structures may be erected above the height limits prescribed in this Title, provided that no roof structure, feature or any other device above the prescribed height limit shall be allowed or used for the purpose of providing additional floor space. This height exception does not apply to the additional story provision for residential development described in OMC 18.06.100.A.6.

   a. Any structure may exceed the maximum building height by up to 48 inches to accommodate a roof-mounted solar energy panel.

   b. Provided, further, that no roof structure or architectural feature shall be erected more than eighteen (18) feet above the height limit of the district, whether such structure is attached to it or free-standing.

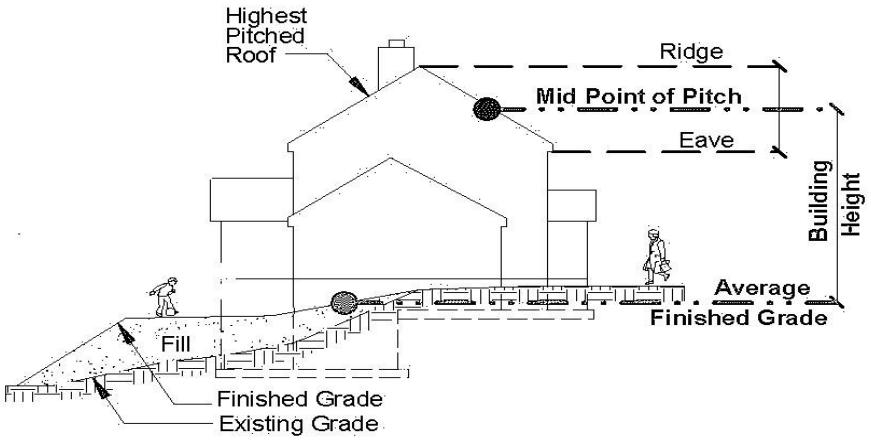


FIGURE 6-1A

2. Urban Waterfront (UW) District.

   a. Allowed building heights in the Urban Waterfront (UW) District are specified in Figure 6-2.

b. Bonus for residential development.

i. In the area labeled sixty-five (65) feet on Figure 6-2, up to two additional stories may be built (except as limited in subsection d below), if the project is located in the downtown, and if the added stories are stepped back from the street wall at least eight (8) feet, and if an equivalent floor area (equal to the amount from the added stories) is provided for residences, as follows:

(a) In the same building--i.e., it is a residential or a mixed use building; or

(b) With commercial and residential uses in separate buildings on the same site; or

(c) With commercial and residential uses on separate sites within the Urban Waterfront (UW) district.

ii. Occupancy. Housing provided under this bonus provision as part of a mixed use project must receive an occupancy permit at the same time as, or in advance of, issuance of an occupancy permit for non-residential portions of the project.

iii. Conversion. Housing provided under this bonus provision shall not be converted to commercial use.

iv. Source of housing units. Housing provided under this bonus provision may be:

(a) New construction,

(b) Adaptive reuse of a formerly non-residential structure, or

(c) Rehabilitation of existing housing.

c. West Bay Drive building height and view blockage limits.

i. In order to retain public and private view access to Budd Inlet from hillside sites above West Bay Drive, the maximum building height in the West Bay Drive portion of the Urban Waterfront (UW) District labeled " 42’-65’ " on Figure 6-2 shall be up to a maximum of 42 feet, except as provided in subsections (iii) and (iv) below.

ii. In order to retain public view access of Budd Inlet from street level in the West Bay Drive portion of the Urban Waterfront (UW) District labeled " 42’-65’ " on Figure 6-2, view blockage shall be limited as follows:

(a) Views of the water will be defined as area without obstruction by buildings or major structures measured between 45 and 90 degrees to West Bay Drive, as illustrated in Figure 6-2A.

(b) Said view blockage shall be limited to 45 percent of the views of the water from West Bay Drive by buildings or major structures located between West Bay Drive and the mean high water line.

(c) Exceptions are provided in subsections (iii) and (iv) below.

iii. Development shall be subject to the alternate standards for building height and view blockage, if alternate waterfront view access is provided through public amenities as follows:

Amenity Provided	**Limits on Horizontal View Blockage and Height**
Waterfront Trail	70% up to 42 ft., OR 45% up to 65 ft.
Expanded Waterfront Trail Corridor Facility (or small waterfront park area).	50% up to 42 ft., OR 45% up to 50 ft.
Both	70% up to 65 ft.
Any development over 42 feet shall be required to include a minimum of 20% of the usable building area for residential purposes.	

iv. Criteria for approval of alternate waterfront view access.

(a) Waterfront Trail.

(1) Trail right-of-way consistent with City trail standards shall be dedicated to the City.

(2) The trail shall be designed consistent with City standards and requirements, or as otherwise approved by the Olympia Parks, Arts and Recreation Department. Because the trail passes by different land uses, it may take a different character in different locations, for reasons of safety, privacy, or environmental protection.

(3) The developer shall design, build, and dedicate the facility to the City.

(4) An analysis of recreation needs shall be provided by the Olympia Parks, Arts and Recreation Department. An analysis of environmental impacts, hazardous waste risks, and engineering issues sufficient to determine the design and

location for the trail facility shall be approved by the Olympia Parks, Arts and Recreation Department but provided by the developer. All analysis shall be complete prior to approval.

(b) Expanded Waterfront Trail Corridor Facility or Small Waterfront Park.

(1) The developer shall build and dedicate the facility and its site to the City.

(2) The expanded waterfront trail corridor facility or small park area shall be designed consistent with City and other applicable government standards and requirements, or as otherwise approved by the Olympia Parks, Arts and Recreation Department. The expanded waterfront trail corridor facility or small park may vary in size from City park standards and could include additional right-of-way for the expanded trail, landscaping, habitat enhancement, benches, lighting, parking, restrooms, garbage receptacles, telephones, interpretive signs and other park facilities.

(3) An analysis of environmental impacts, hazardous waste risks, trail improvements, and engineering issues sufficient to design the expanded waterfront trail corridor facility or small park area shall be approved by Olympia Parks, Arts and Recreation Department but provided by the developer. All analysis shall be complete prior to approval.

(4) The expanded waterfront trail corridor facility or small park shall have a publicly accessible connection to West Bay Drive, designed, constructed, and dedicated for public use by the developer.

v. The view blockage rules shall be applied on a project-wide basis and not for each lot or parcel in a project, thus allowing projects providing more views on some lots to have more view blockage on other lots as long as the overall project meets the view blockage requirements.

d. Landmark Views: In order to protect designated landmark views from public observation points, the height bonus allowed in subsection b, above, is limited as follows:

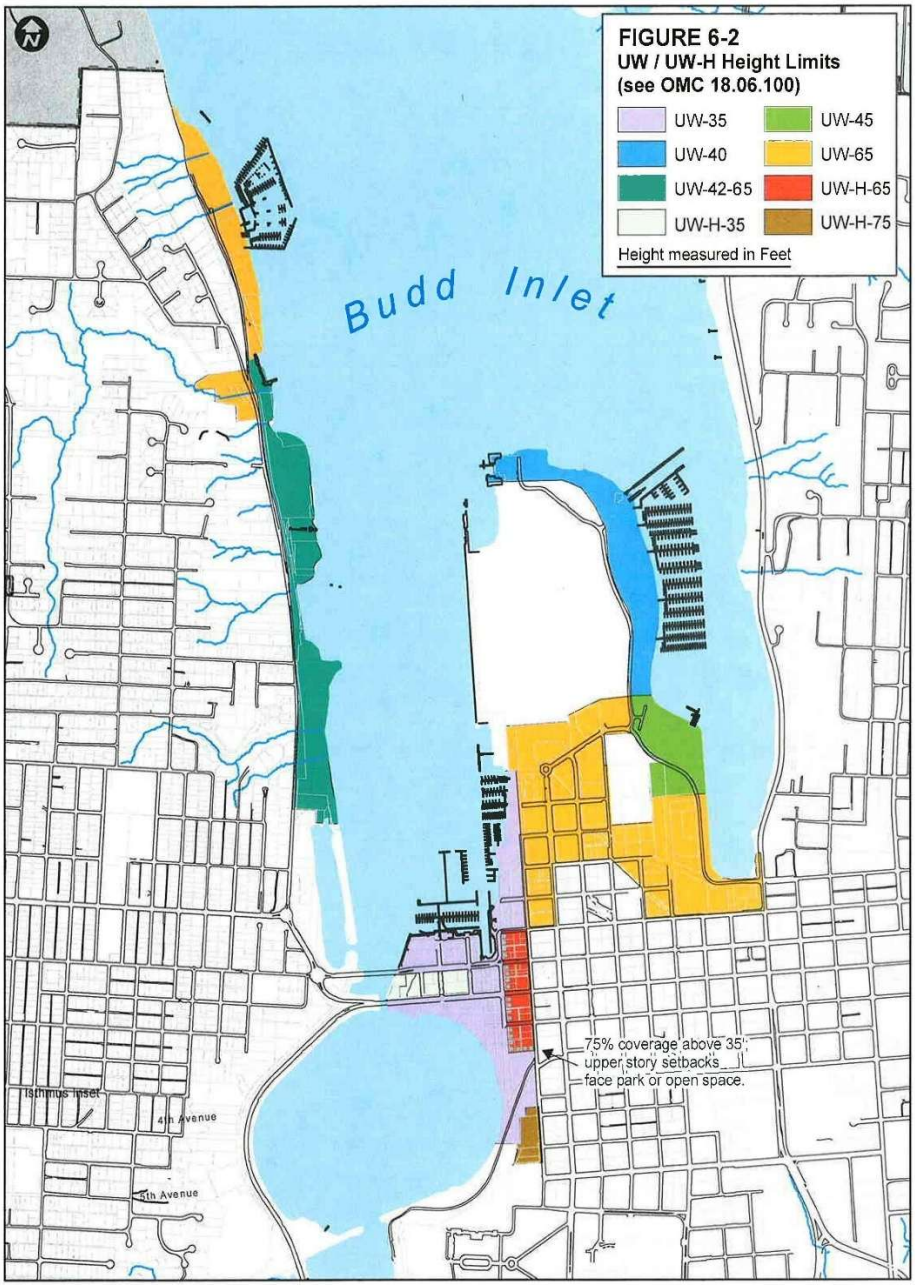
ii. Block 14 Height Bonus: A view analysis of the proposed development shall be submitted that demonstrates the view of the Capitol Drum and Dome will remain visible from the East Bay Lookout after the development occurs. This may prohibit use of the height bonus, or restrict which portions of the block are eligible to use the bonus. Block 14

is bounded by Olympia Avenue, Adams Street, Thurston Avenue, and Jefferson Street.

iii. Block 122: Height bonus is limited to one additional story, up to a maximum height of 75 feet. Block 122 is bounded by Olympia Ave, Jefferson Street, and Marine Drive.

iv. Block 123: The bonus height provision is not applicable in this location. Block 123 is bounded by Corky Avenue and Market Street to south and industrial uses to the north.

Figure 6-2 Urban Waterfront and Urban Waterfront Height Limits*



* See 18.06.100(A)(2) for height limitations that apply to Blocks 14, 122, and 123 in order to protect adopted landmark views from specific observation points.

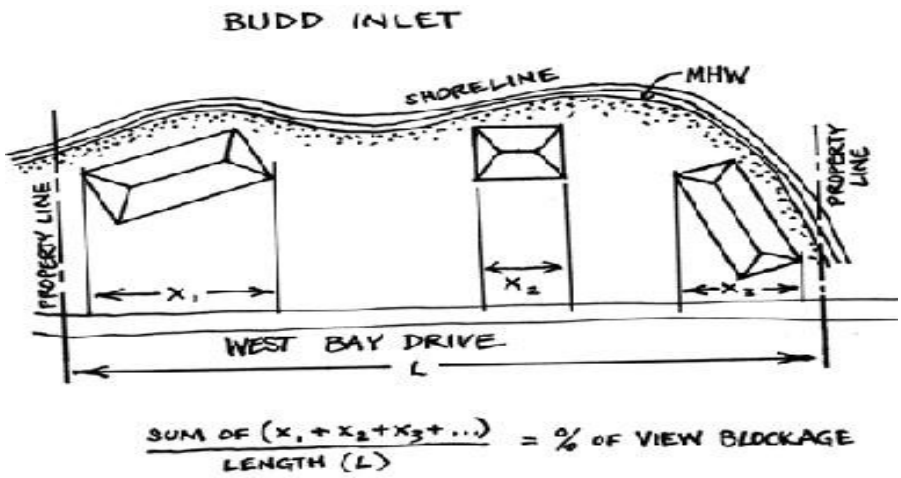


FIGURE 6-2A
Calculating View Blockage in a portion of the Urban Waterfront District along West Bay Drive.

3. Commercial Services-High Density. The maximum building height allowed is one hundred (100) feet. Provided, however, that no building or structure may exceed seventy-five (75) feet in height without conditional review and approval by the Hearing Examiner. Approval of structures exceeding seventy-five (75) feet in height shall meet the following criteria:

    a. The building design shall be compatible with or enhance the physical characteristics of the site, the appearance of buildings adjacent to the site and the character of the district.

    b. The site plan shall facilitate efficient and convenient circulation, shall include landscaping that creates a pleasing appearance from both within and off the site and shall be an asset to the community at large.

    c. Enhancement of public view access or direct public access to usable open space areas shall offset any potential upland view loss which may occur as a result of the proposal.

4. Downtown Business District.

    a. Building height allowed outright in the DB zone is seventy-five (75) feet.

    b. Bonus for residential development.

    c. Enhancement of public view access or direct public access to usable open space areas shall offset any potential upland view loss which may occur as a result of the proposal.

i. Buildings may exceed the height allowed outright (75 feet) by up to two (2) stories, if the added stories are stepped back from the street wall at least eight (8) feet, and if floor area equal to the amount from the added stories is provided for residences:

(a) In the same building--i.e., it is a residential or a mixed use building; or

(b) With commercial and residential uses in separate buildings on the same site; or

(c) With commercial and residential uses on separate sites within the Downtown Business (DB) zone.

ii. Occupancy. Housing provided under this bonus provision as part of a mixed use project must receive an occupancy permit at the same time as, or in advance of, issuance of an occupancy permit for non-residential portions of the project.

iii. Conversion. Housing provided under this bonus provision shall not be converted to commercial use.

iv. Source of housing units. Housing provided under this bonus provision may be:

(a) New construction,

(b) Adaptive reuse of a formerly non-residential structure, or

(c) Rehabilitation of existing housing.

5. Urban Waterfront - Housing.

a. Allowed building heights in the Urban Waterfront-Housing District are specified in Figure 6-2.

b. Required step backs and placement of step backs over 35 feet on specific blocks are specified in Figure 6-2.

6. High Density Corridor (HDC - 1 and HDC - 2).

a. Building height allowed outright in the HDC-1 and HDC-2 zones as outlined in OMC 18.06.080, Table 6.02.

b. Additional story for residential development.

i. Additional story can only be allowed for those development that do not provide a mechanical "penthouse" room as allowed under the provisions

of OMC 18.06.100.A. However, the additional story can be occupied with both residential development and mechanical equipment.

ii. Buildings may exceed the height allowed outright in OMC 18.06.080, Table 6.02, by one (1) story. The additional story cannot exceed fourteen (14) feet above the maximum allowable height requirement as specified in OMC 18.06.080, Table 6.02.

iii. The additional story must be stepped back at least eight (8) feet from any abutting street or any abutting residential zoning district. See OMC 18.06.100.B.2.

iv. Housing provided under this additional story as part of a mixed use project must receive an occupancy permit at the same time as, or in advance of, issuance of an occupancy permit for non-residential portions of the project.

v. Housing provided under this additional story provision shall not be converted to commercial use. Except that the residential units may conduct business activities under the provision for home occupations. See OMC 18.04.060.I.

vi. Housing provided under this bonus provision may be:

(a) New construction;

(b) Adaptive reuse of a formerly non-residential structure, or

(c) Rehabilitation of existing housing.

vii. This additional story is not available and will not be approved within 100 feet of a designated historic district.

7. High Density Corridor (HDC - 3 and HDC - 4) within the Capital Mall Triangle Subarea.

a. For properties located within the HDC-3 zone and within the Capital Mall Triangle Subarea the maximum building height is 75 feet.

b. For properties located within the HDC-4 zone and within the Capital Mall Triangle Subarea the maximum building height is 105 feet.

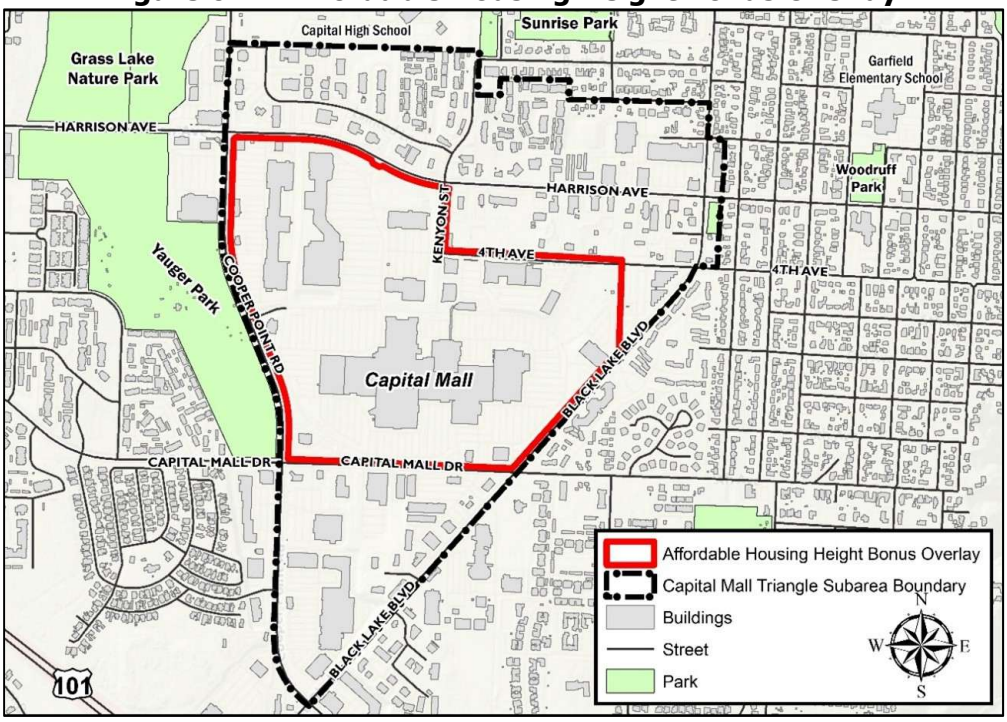
c. Maximum building height is 130 feet for development that meet all of the following requirements:

i. Located within the Capital Mall Triangle Subarea; and

ii. Located within the Affordable Housing Height Bonus Overlay as shown in Figure 6-2B; and

iii. At least 30 percent of the dwelling units are affordable for at least 50 years for those whose income is 80 percent or less of the area median income.

Figure 6-2B Affordable Housing Height Bonus Overlay



B. Upper Story StepBacks.

1. High Density Corridor-1 (HDC-1), Community Retail (CMR), High Density Corridor-2 (HDC-2, General Commercial (GC), High Density Corridor-4 (HDC-4), Medical Services (MS), and Professional Office/Residential Multifamily (PO/RM) District Requirements:

   Building floors above three (3) stories which abut a street or residential district must be stepped back a minimum of eight (8) feet (see Figure 6-3).

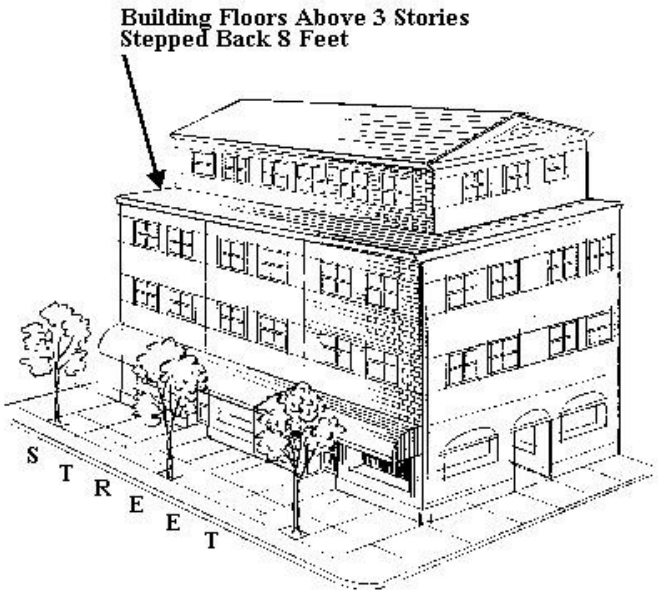


FIGURE 6-3

2. Additional Story Provision for HDC-1 and HDC-2. Projects within the HDC-1 and HDC-2 zoning districts which use the additional story provisions for residential development as outlined in OMC 18.06.100.A.6, must step the additional story back by a minimum of eight (8) feet. The step back is required for the additional story which abuts a street or residential district.

3. If located within the HDC-4 zone district and within the Capital Mall Triangle Subarea, building floors above six stories which abut a street or residential district must be stepped back a minimum of eight feet. A step back is not required below the sixth floor.

   a. Mass timber/cross laminated timber constructed buildings are not required to have a step back.

4. The upper story step-back is not required when entire structure is setback from the property line the distance required by the stepback, or farther.

5. Façade modulation and upper-story step-backs are not required for the following types of residential projects:

   a. Affordable housing;

   b. New construction meeting passive house requirements;

   c. The retrofit of existing buildings meeting passive house requirements. "Passive house requirements" means the criteria for certification as a passive house by Phius or the international passive house institute.

d. The conversion of existing buildings to housing or mixed-use development that includes housing;

e. Modular construction. "Modular construction" means a multistory residential or commercial building constructed of standardized components produced off-site, which are transported and assembled at a final location.

f. Mass timber construction. "Mass timber construction" means a building with structural components primarily made of mass timber products as defined in RCW 19.27.570.

Proposal 19: Chapter 18.06 – Commercial Districts

Section 18.06.100 - Commercial districts' development standards—Specific Subsection D

D. Impervious Surface Coverage

2. On development sites incorporating 'vegetated roofs,' the impervious surface coverage limits ~~of Neighborhood Retail, Professional Office/Residential Multifamily and Medical Service districts shall~~may be increased one square foot for each square foot of vegetated roof area up to 5% of the total site area if adequate assurance is provided that the proposed vegetated roof will provide substantial stormwater management benefits for a period of at least 30 years.

3. Calculation exclusions: The following are excluded from the impervious and hard surface coverage limit calculations. Note: These exclusions do not apply to calculations or requirements related to the Drainage Design and Erosion Control Manual.

a. Ingress/egress easements serving a neighboring property.

b. Areas excluded from the minimum lot area calculations (see OMC 18.04.080(c)(4)), such as the panhandle of a flag lot;

c. Portions of the driveway that extend beyond the required setback area when the additional length is caused by compliance with the municipal code requirements, such as critical area and buffer protections;

d. Areas partially or wholly covered by water (seasonally or year-round) are to be excluded from the total site area before calculating the coverage percentage. This does not include human-made stormwater retention ponds.

4. To obtain approval of a hard surface bonus, an engineered drainage design must be submitted that includes the following:

a. The area in excess of that allowed by Table 4.04 must meet the Drainage Design and Erosion Control Manual (DDECM) core requirement #5 (or as amended) for onsite stormwater treatment, and core requirement #7 for flow control, regardless of minimum area thresholds. Plans must address the following:

i. Projects that would otherwise be exempt from DDCEM requirements for flow control must demonstrate compliance, regardless of the exemption, in order to obtain the bonus.

ii. Flood control systems to be included might include pervious pavement, pervious geogrid, bioretention, infiltration, green roofs, or micro-detention systems. If compliance cannot be provided, the bonus will be denied.

iii. Permeable pavement and geogrid on Type D soils are ineligible.

b. Maintenance agreements are required prior to permit issuance for the flood control system.

Proposal 20: Chapter 18.06 – Commercial Districts

Section 18.06.100 - Commercial districts' development standards—Specific Subsection E (NEW)

E. In HDC zones, maximum setbacks established in Table 6.02 only apply to properties abutting design review corridors designated in Chapter 18.100 OMC and streets classified as arterials.

Proposal 21: Chapter 18.12 – Historic Preservation

Section 18.12.020 – General Purpose and Intent

The purpose and intent of this chapter is to provide for the identification, enhancement, perpetuation and use of historic resources within the City in order to:

A. Safeguard the heritage of the City as represented by those sites, buildings, districts, structures and objects which reflect significant elements of the City's history as told from all perspectives.

B. Strengthen the economic vitality of the City by ~~promoting the stabilization and improvement of property values in historic areas, and by~~ encouraging new buildings and developments that will be harmonious with existing historic buildings, districts, and sites ~~and areas~~.

C. Foster civic and neighborhood pride in the beauty and accomplishments of the past while recognizing the various perspectives and untold stories that have led to the City's history and sense of identity.~~, and a sense of identity based on the City's history.~~

D. ~~Protect and enhance~~Support the City's ~~ability~~ economic development initiatives by~~to~~ attracting tourists and visitors, thereby stimulating the local economy.

E. Assist, encourage and provide incentives to private owners for preservation, restoration, ~~redevelopment and use~~and adaptive re-use of outstanding historic buildings, districts, neighborhoods, streets, structures, objects and sites.

F. Promote and facilitate the early identification and resolution of conflicts between the preservation of historic resources and alternative land uses.

G. Conserve valuable material and energy resources by ongoing use and maintenance of the existing built environment.

Proposal 22: Chapter 18.12 – Historic Preservation

Section 18.12.040 - Heritage Commission Creation and Size

The Olympia Heritage Commission consists of up to ~~eleven~~ nine (9~~11~~) members. Members of the Heritage Commission shall be appointed by the City Council.

Proposal 23: Chapter 18.12 – Historic Preservation

Section 18.12.045(B) - Heritage Commission Composition

B. The Heritage Commission shall always include at least two~~four~~ (2~~4~~) professionals who have experience in identifying, evaluating and protecting historic resources and are selected from among the disciplines of history, architecture, architectural history, historic preservation, planning, cultural anthropology, archeology, cultural geography, folklore, curation, conservation, landscape architecture, real estate, law, or related disciplines. ~~American studies, law, and real estate.~~

1. Heritage Commission action that would otherwise be valid shall not be rendered invalid by the temporary vacancy of one or all of the professional positions, unless the Heritage Commission action is related to meeting Certified Local Government (CLG) responsibilities cited in the Certification Agreement between the City of Olympia and the State Department of Archaeology and Historic Preservation, in which case Heritage Commission action may only be taken if in compliance with said agreements.

2. Exception to the residency requirement of Heritage Commission members may be granted by the City Council in order to obtain representatives from these disciplines.

Proposal 24: Chapter 18.12 – Historic Preservation

Section 18.12.050 - Heritage Commission Term of Appointment

Appointment of members to the Heritage Commission shall be made for a three (3) year term and may be extended by City Council reappointment. The City Council shall appoint members to fill any vacancies for the unexpired term. (See OMC 2.100 Community-Member Advisory Boards, Commissions and Committees)

Proposal 25: Chapter 18.12 – Historic Preservation

Section 18.12.055 - Heritage Commission Powers and Duties

A. The major responsibilities of the Heritage Commission are: to identify and actively encourage the preservation of Olympia's historic resources by maintaining, updating, and expanding the Olympia Heritage Register and reviewing proposed changes to Heritage Register properties; to raise community awareness of Olympia's history and historic resources; and to serve as the City's primary resource in matters of history, historic planning and preservation.

~~A.~~B. In carrying out these responsibilities the Heritage Commission shall engage in the following:

1. Educate property owners about the importance of rehabilitating, preserving, and maintaining ~~the~~ historic properties or objects.

2. Initiate and review periodic surveys of historic properties in Olympia to help identify buildings of historical significance to the community.

3. Maintain a Local Heritage Register according to criteria and procedures stated in Sections 18.12.080 and 18.12.085. This Local Heritage Register shall list buildings, structures, districts, sites and objects identified by the Heritage Commission as having historic significance worthy of recognition and protection by the City.

4. Consider the establishment or expansion of Historic Districts (see OMC 18.12.085.C).

5. Review and make recommendations to the City Council on applications for Special Valuation Tax (see OMC 3.60).

6. Review proposals and applications to construct, ~~change, alter, modify,~~ remodel, remove or significantly affect properties or districts on the Heritage Register properties, as provided OMC 18.12.090 and 18.12.100. Such review shall be for the purpose of providing recommendations on identifying and mitigating the impacts of the proposed action to the identified historic resource~~. All recommendations shall be consistent with the Design Review Criteria and SEPA Mitigation~~. The City agency or body charged with acting on such a permit or document shall forward a copy of the final decision to the Heritage Commission.

7. Make recommendations to the City Council to be used in the land use and permitting process to guide this review.

8. Participate in, promote and conduct public information, educational and interpretive programs pertaining to historic and archaeological resources.

9. Provide information to the public on methods of maintaining and rehabilitating historic properties. This may take the form of pamphlets, newsletters, workshops or similar activities.

10. Recognize excellence in the rehabilitation of historic objects, buildings, structures, sites and districts, and new construction in historic areas; and encourage appropriate measures for such recognition.

11. Be informed about and provide information to the public on incentives for preservation of historic resources, including legislation, regulations and codes which encourage the use and adaptive reuse of historic properties.

12. Make recommendations to the City Council on nominations to the Washington Heritage Register and National Register of Historic Places.

13. Investigate and report to the City Council on the use of various federal, state, local or private funding sources available to promote historic, archaeological, and cultural resources in the City.

14. Provide liaison support, communication, and cooperation with federal, state and other local governmental and Tribal entities which will further historic preservation objectives, including public education, within the Olympia area.

15. Review and provide recommendations to the City Council on the conduct of land use, housing and redevelopment, municipal improvement, and other types of planning and programs undertaken by any agency of the City, other neighboring cities and towns, the County, the state or federal governments, as they relate to historic and archaeological resources within the City.

16. Conduct all Heritage Commission meetings in compliance with RCW Chapter 42.30, the Open Public Meetings Act, to provide for public participation and adopt standards to guide this action.

17. Coordinate as appropriate with City departments and other heritage organizations.

18. Perform any other functions designated to the Commission by the City Council.

Proposal 26: Chapter 18.12 – Historic Preservation

Section 18.12.065 - Heritage Commission Compensation

All members of the Heritage Commission shall serve without compensation except for out-of-pocket expenses incurred in connection with Heritage Commission meetings or programs, and which are in accordance with City policy for Community-Member Advisory Boards, Commissions and Committees (See OMC 2.100.040), and reimbursement of expenses.

Proposal 27: Chapter 18.12 – Historic Preservation

Section 18.12.080 - **Olympia** Heritage Register - Criteria to Designate Property

** Note: This proposal only changes the wording in the section title.*

Proposal 28: Chapter 18.12 – Historic Preservation

Section 18.12.085 - Olympia Heritage Register - Process to Designate Property to the Olympia Heritage Register or Establish a Local Historic District

Listing on the Olympia Heritage Register is an honor that denotes significant association with the historic, archaeological, engineering, or cultural heritage of the community. Properties are listed individually or as a Historic District.

A. Any person, including members of the Heritage Commission, may nominate a building, structure, object, site or district for inclusion on the City Heritage Register.

B. Individual Properties:

1. Applications shall be on forms provided by the city and include information and documentation supporting the historic significance of the building, structure, object, site or district.

2. The application shall specify the exterior features, outbuildings, and other characteristics of the site and the building interior (if any) that contribute to its designation.

3. Notification of nomination will be sent to the property owner.

4. If someone other than the property owner makes a nomination the Heritage Review Committee may deny an application for placement on the Heritage Register based on a determination of ineligibility during a preliminary review. Applicants may appeal this denial to the Heritage Commission.

5. If an application advances to the full Heritage Commission, notification of nomination will be sent to the property owner and posted on the site.

6. Notification of a public hearing will be mailed to the property owner and the applicant(s), posted on the site, and published in a newspaper of general circulation in Olympia, not less than ten (10) days prior to the hearing.

7. The Heritage Commission shall consider the merits of the nomination according to the criteria in OMC 18.12.080 following a public hearing.

8. If the Heritage Commission finds that the nominated property meets the designation criteria in OMC 18.12.080 and has the property owner's consent, the property shall be listed on the Heritage Register and owner(s) and lessee(s), if any, notified of the listing.

9. A marker for register properties with information about the property and its significance must be approved by the Heritage Commission or staff. The City may provide this marker.

10. If the owner does not consent to placement of the owner's property on the Olympia Heritage Register, after following process set forth in OMC 18.12.085.B above, the Heritage Commission may recommend that the City Council approve designation without property owner consent. Notice will be given to the property owner at least 10 (ten) days prior to the City Council review. A person who is adversely aggrieved by a decision of the City Council under this subsection may appeal the City Council decision to Thurston County Superior Court as provided by law.

C. Districts:

1. Signatures must be obtained from the owners of a majority of the properties within the proposed district.

2. Applications shall be on forms and include information and documentation supporting the historic significance of the district.

3. The application shall specify the exterior features, outbuildings, and other characteristics of the sites within the district and the overall character defining elements that contribute to its designation, and identify the contributing and non-contributing status of the properties within the district.

4. The Heritage Review Committee or staff may deny an application for Historic District status based on a determination of ~~a~~ ineligibility during a preliminary review. Applicants may appeal this denial to the Heritage Commission.

5. The Heritage Commission shall consider the merits of the nomination according to the criteria in OMC 18.12.080 following a public hearing. If the Heritage Commission finds that the nominated district meets the designation criteria in OMC Section 18.12.080, the district may be listed on the Olympia Heritage Register with the owner's consent and the owner(s) and lessee(s), if any, notified of the listing.

6. If a majority of property owners within the proposed district boundaries do not consent to local District designation, after following process set forth above, the Heritage Commission may recommend that the City Council approve designation without property owner consent. Notice will be given to the property owners at least 10 (ten) days prior to the City Council review. A person who is adversely affected or

aggrieved by a decision of the City Council under this subsection may appeal the City Council decision to Thurston County Superior Court pursuant to the procedures set forth in ~~RCW Chapter~~state law.

D. The decision of the Heritage Commission designating objects, properties and districts to the City Register may be appealed by the owner(s) of the affected property in writing on forms provided by the City within thirty (30) days to the City Council. Decisions of the City Council may be appealed to Thurston County Superior Court.

E. Properties listed within a local Historic District shall be noted on the official records of the City. Such properties shall be subject to the provisions set forth in this Chapter, as well as the bulk, use, setback, and other controls of the zoning district in which they are located. Nothing contained in this Chapter shall be construed to be repealing, modifying or waiving any zoning or building code provisions.

F. Markers noting the boundaries of the Historic District must be approved by the Heritage Commission or staff. The City may provide these markers.

Proposal 29: Chapter 18.12 – Historic Preservation

Section 18.12.100 - Demolition of a Historic Building or a Contributing Historic District Property

Demolition of a Historic Building or a Contributing Historic District Property. Findings and a recommendation to the Building Official made by the Heritage Commission or Historic Preservation Officer is required before a permit may be issued to allow whole or partial demolition of a designated structure or facility of recognized historical significance, which for the purposes of WAC 197-11-800(2)(g) is one listed on the Olympia Heritage Register, Washington Heritage Register, or National Register of Historic Places. The owner or the owner's agent shall apply to the Building Official who will request a review of the proposed demolition by the Heritage Commission. The Heritage Commission shall recommend to the Building Official the approval or denial of the proposed demolition. Recommendations may also include steps to mitigate the loss of the property ~~through, but not limited to, the procedures described in the SEPA Mitigation Policy for Olympia Historic Resources~~. The Building Official shall give substantial weight to these recommendations in establishing conditions of approval of the permits granted. If the structure is demolished, the Heritage Commission shall initiate the procedure for removal of the structure from the Heritage Register and may recommend designation as a historic site.

Proposal 30: Chapter 18.12 – Historic Preservation

Section 18.12.130 - Tribal and Agency Consultation on Development Review

A. Interested Tribes and the State Department of Archaeology and Historic Preservation (DAHP) shall be notified when an application for land use approval has been submitted to the City of Olympia as described in OMC 18.70.130 ~~Public Notification Procedures~~Notice of Application. Additional ~~notice of~~Tribal or Agency consultation may be provided by the City Historic Preservation Officer.

B. Consistent with law, any recommendations and/or requests by Consulting Tribes and/or DAHP on cultural resource protection will be given substantial weight in decisions on land use or development permit approval and subsequent permit issuance.

Proposal 31: Chapter 18.12 – Historic Preservation

Section 18.12.140 - Cultural Resource Protection

A. Cultural Resources shall be protected from damage during construction and all other development activities in accordance with OMC Sections 18.12.120 and 18.12.140B.

B. Additional Protections for Cultural Resources.

1. ~~Building~~ Development permit recipients for ~~development~~ projects that meet the following criteria shall be required to sign an Inadvertent Discovery Plan (IDP) provided by the City of Olympia Historic Preservation Officer:

   a. All type II or III projects subject to Notice of Application, where ~~public notice was give to affected tribes and~~ a request for an IDP was submitted by an interested Tribe or Agency; and ~~subject to State Environmental Policy Act (SEPA) thresholds; and~~

   ~~a.~~b. All ground disturbing projects considered having high risk of encountering cultural resources as identified by the Historic Preservation Officer.

   ~~b. All projects located within the Downtown SEPA Exemption Area.~~

   The signed IDP shall be held on site throughout the duration of any ground-disturbing activities related to the project.

2. The Director may require additional actions to protect known or predicted cultural resources as a result of requests submitted by Consulting Tribes and/or DAHP during consultation for the following:

   a. Projects subject to State Environmental Policy Act (SEPA) thresholds;

   b. Type II and III ~~P~~projects subject to Agency consultation as per OMC 18.12.130 Tribal and Agency Consultation on Development Review;

   c. Projects on sites considered as having high risk of encountering cultural resources or known to include an archaeological site; and

   ~~d. Projects located within the Downtown SEPA Exemptions Area; and~~

   ~~e.~~d. Projects subject to other State and Federal laws which protect cultural and historic resources, including but not limited to Executive Order 05-05 and Section 106 of the National Historic Preservation Act.

Proposal 32: Chapter 18.36 – Landscaping and Screening

Section 18.36.080 - Landscape plan requirements

A plan of proposed landscaping and screening shall be included with plans submitted for site plan review or Hearing Examiner review. The plans shall be drawn to scale and contain the following information:

A. Landscape Plan.

1. Plan Preparation.

a. Four (4) or Less Multifamily Units and Commercial Development having less than 20,000 square feet of gross floor area. Landscape plans required by this section shall be prepared by a person experienced in the selection and installation of plant materials and landscape design. Plans shall be drawn to scale and meet all plan submittal requirements of item 2 below.

b. Five (5) or More Multifamily Units; Commercial Development consisting of 20,000 square feet or more of gross floor area; and all development located on a High Density Corridor or Design Review Corridor. Landscape plans required by this section shall be prepared by a Registered Landscape Architect or Certified Washington State Landscaper or Horticulturalist. Plans prepared by others shall have their design plans certified by one of the aforementioned groups, attesting that all requirements of this Chapter have been met or exceeded.

2. Plan Requirements. New landscape plans must identify location, species and diameter or size of plant materials using both botanical and common names. Drawings shall reflect the ultimate size of plant materials at maturity. All drawings shall depict:

a. Existing property lines and perimeter landscape areas;

b. All public and private open space, including plazas, courts, etc.;

c. Parking lot planting areas and vehicle use areas, driveways and walkways;

d. Location of clear sight triangle, if applicable;

e. Location of buildings or structures (existing and proposed);

f. Location of aboveground stormwater drainage pond(s) and swales;

g. Street tree location;

h. Screening of mechanical equipment;

i. Existing soil type and required amendments;

j. Planting details describing method of installation;

k. Location and description of existing trees or groves of trees to be retained;

l. Location and description of existing soils and groundcover vegetation to be retained;

m. Location and type of any invasive plants and timeline for removal;

n. Planting locations showing mature size of plants, size of planting stock, species of plant materials, and tree density calculations;

o. Timeline for site preparation and installation of plant materials;

p. Cost-estimate for the purchase, installation and three (3) years maintenance of landscaping~~.~~;

q. Location of underground utility lines and equipment; and

r. Irrigation plans, if applicable for the project.

Proposal 33: Chapter 18.38 – Parking and Loading

Section 18.38.040 – Applicability

Unless specifically exempted in this chapter, every land use shall have permanently maintained off-street parking facilities pursuant to the following regulations.

A. Exemptions. The following are not required to provide off-street parking as a condition of permitting of residential projects:

1. Affordable housing proposals.

2. New construction or the retrofit of existing buildings meeting passive house requirements. "Passive house requirements" means the criteria for certification as a passive house by Phius or the international passive house institute.

3. Modular construction. "Modular construction" means a multistory residential building constructed of standardized components produced off-site, which are transported and assembled at a final location.

4. Mass timber construction. "Mass timber construction" means a building with structural components primarily made of mass timber products as defined in RCW 19.27.570.

Proposal 34: Chapter 18.38 – Parking and Loading

Section 18.38.100 – Vehicular and Bicycle Parking Standards

C. Residential Provisions.

1. Residential uses, such as housing for seniors or people with disabilities, that provide parking for staff or visitors, that comply with parking provisions in state law (RCW 36.70A.620), shall record a covenant restricting use of the site to the approved use (e.g., seniors, people with disabilities). The covenant must be recorded prior to issuance of applicable construction permits.

2. For projects outside of the Downtown Exempt Parking Area, development projects with five or more residential units shall provide at least one accessible parking space. Accessible parking shall meet the location and dimensional standards in the adopted building codes.

3. For accessory dwelling units, single family homes, duplexes, townhouses on individual lots, and mobile home parks there is no maximum amount of parking allowed when all other zoning standards are satisfied (e.g. lot coverages).

4. New residential development projects within the area bounded by Cooper Point Road, Black Lake Boulevard, and Harrison Avenue (known as the Capital Mall Triangle) are exempt from minimum motor vehicle parking requirements.

5. Parking spaces that count towards minimum parking requirements may be enclosed or unenclosed.

6. Tandem parking spaces (one space for every 20 linear feet) may count towards meeting minimum parking requirements, with any necessary provisions for turning radius. "Tandem" is defined as having two or more vehicles, one in front of or behind the others with a single means of ingress and egress.

7. The existence of legally nonconforming gravel surfacing in existing designated parking areas may not be a reason for prohibiting utilization of existing space in the parking area to meet local parking standards, up to a maximum of six parking spaces.

8. Parking spaces may not be required to exceed eight feet by 20 feet, except for required parking for people with disabilities.

9. The city will not impose off-street parking requirements as a condition of permitting a residential project if compliance with tree retention would otherwise make a proposed residential development or redevelopment infeasible.

10. Parking spaces that consist of grass block pavers may count toward minimum parking requirements.

11. Existing parking spaces that do not conform to the requirements of this chapter as of June 6, 2024, are not required to be modified or resized, except for compliance with

the Americans with disabilities act. Existing paved parking lots are not required to change the size of existing parking spaces during resurfacing if doing so will be more costly or require significant reconfiguration of the parking space locations.

Proposal 35: Chapter 18.38 – Parking and Loading

Section 18.38.160 – Specific zone district standards

C. Downtown Exempt Parking Area (See Figure 38-2).

1. ~~Existing buildings constructed prior to January 1, 2002, which are located within the Downtown Exempt Parking Area (See Figure 38-2),~~All structures and use types shall be exempt from the vehicle parking standards. However, a change of use within ~~such~~ existing structures shall comply with the long-term and short-term bicycle parking standards pursuant to Table 38.01;

2. ~~All new residential buildings and uses located within the Downtown Exempt Parking Area (See Figure 38-2) shall be exempt from vehicle parking standards. However, if any new residential parking is constructed, the parking facility~~All new or replaced parking areas shall meet the Parking Design and Design Review Criteria in OMC 18.38.180 through 18.38.240 and applicable criteria in OMC Chapters 18.04, 18.06, and 18.120). All new residential buildings and uses shall comply with the long-term and short-term bicycle parking standards pursuant to Table 38.01; and

3. All new commercial buildings or expansions totaling over 3,000 square feet of gross leasable area~~, constructed after January 1, 2002~~, which are located within the Downtown Exempt Parking Area (See Figure 38-2) shall be required to meet ~~vehicle parking and~~ bicycle parking standards (OMC 18.38.020 through 18.38.240).~~; and~~

4. ~~When not covered by C.1 or C.2 above, bicycle parking is not required for those buildings and uses located within the Downtown Exempt Parking Area (see Figure 38-2) that do not provide on-site motor vehicle parking.~~

Proposal 36: Chapter 18.38 – Parking and Loading

Section 18.38.220 – Design Standards - General

Off-street parking facilities shall be designed and maintained in accordance with the standards hereunder, provided that up to 30% of parking stalls may be small spaces as described in section B. In the alternative, an applicant may propose and, if providing equal or better function, the Director may approve alternative parking geometrics consistent with the most recent specific standards promulgated by the Institute of Transportation Engineers or the National Parking Association. These standards apply to all bicycle and vehicular parking proposed or provided, even if the parking is not required.

Proposal 37: Chapter 18.40 – Property Development and Protection Standards

Section 18.40.060 – General Standards

C. Fences/Hedges, Walls and Site Perimeter Grading. It shall be the responsibility of property owners to ensure fences are within property lines and that a building permit is obtained when required. "Fences" as used in this section includes walls and similar above-grade unenclosed structures forming a continuous or nearly continuous line or row exceeding six feet in length. Also see definition, OMC 18.02.180(F). For properties located in Downtown Design Review District see OMC 18.120.370. Other properties that may have a Master Plan approval, such as Briggs Village, see adopted regulations for fencing. Contact the planning division of the department for details.

For the purpose of fencing, the front yard is considered to be the first 10 feet of any lot, tract, or parcel that abuts a public street or right of way, excluding alleys. Corner lots adjacent to two public rights of way shall have a front yard and a flanking side yard.

1. Fence Heights:

   a. Fences, when located within a required yard, shall not exceed the following height limits:

      i. Front yard = 48" (4’-0");

      ii. Side yards = 72" (6’-0"), Flanking side yards = 72” (6’-0”);

      iii. Rear yards = 72" (6’-0");

      iv. Clear Sight Triangle = 30" (2’-6").

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

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

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

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

For purposes of this section, a front yard shall not exceed 10 feet in depth, regardless of any other provision found in this Title.

2. Fence height is measured to the top of the fence, excluding posts. Point of ground measurement shall be the high point of the adjacent final grade.

3. Fences, walls, and hedges are permitted within all yard areas provided that regardless of yard requirements, no closed gate, garage door, bollard or other feature shall obstruct a driveway or other motor vehicle private ingress within 20 feet of a street right-of-way nor obstruct automobile views exiting driveways and alleys (see clear vision triangle). This 20-foot requirement is not applicable within the downtown exempt parking area as illustrated at Figure 38-2. Additional exceptions may be granted in accordance with OMC 18.38.220(A)(2).

4. Front yard fences of any common areas, such as tree, open space, park, and stormwater tracts, must be a minimum of 25 percent unobstructed, i.e., must provide for visibility through the fence.

5. Fence pillars, posts, and similar features may project a maximum of two feet above maximum fence height.

6. Site Perimeter Grading. Within required yard areas, no single retaining wall (nor combination of walls within five horizontal feet of each other) shall exceed a height of 30 inches as measured from the lowest adjacent grade, nor shall any modification of grades or combination of retaining walls result in grade changes exceeding 30 inches within five feet of a property line nor 60 inches within 10 feet of an existing or proposed property line.

7. An administrative exception may be approved by the Department to exceed maximum fence height and other provisions of these standards where all of the following conditions exist.

    a. Variation of existing grade on either side of the fence results in a fence lower than the maximum height as measured from the highest point of grade within five feet of either side of the fence; or other special circumstances relating to the size, shape, topography, location, or surroundings of the subject property warrant an exception to permit a fence comparable with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located;

    b. The special conditions and circumstances do not result from the actions of the applicant;

    c. Granting of the exception will not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and zone in which the property is located;

d. The granting of the exception will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which subject property is situated; and

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

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

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

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

   a. Front yard = 48" (4’0")

   b. Side yard, Flanking side yard = Unlimited

   c. Rear yard = Unlimited

[Note: Clear Sight Triangle = 30" (2’-6"), see OMC 18.40.060(B)]

9. Barbed and/or razor wire fences. No person or persons being the owner of or agent for or in possession and control of any property within the city limits shall construct or permit to exist any fence around or in front of such premises, consisting wholly or partially of barbed and/or razor wire, except to provide security at a government-owned property or privately owned utility where security for the property is mandated by law; provided that the provisions of this section shall only extend to fences that are within 10 feet of a street or alley or other public place within the City.

10. Electric fences. It is unlawful to install or maintain any electric fence within the city limits except as follows:

   a. For the purposes of protecting farms or agricultural animals using low-voltage, solar fences installed atop a six-foot non-electric fence; or

   b. For securing an outdoor storage area, subject to the provisions below.

   c. For purposes of this subsection:

      i. "electric fence" means a fence, including an electric security fence, with above-ground electric conductors carrying electric current supplied by

batteries, commercial power, or any other source of electricity, installed for the purpose of retaining or excluding any animals, livestock, or persons.

ii. "Electric security fence" means an electric fence installed to protect an outdoor storage area.

iii. "Outdoor storage area" includes an area used for automobile and recreational vehicle repair and service, equipment storage, lumber yards, fleet storage, landscape supplies, or similar uses.

iv. "Responsible person" means a person or entity that owns or controls property on which an electric security fence is sought to be installed or is installed and used pursuant to this section.

v. The installation and use of an electric security fence is permitted within the following zoning districts:

1. Auto Services (AS)

2. Industrial (I)

3. Light Industrial (LI)

d. The Director may, on a case-by-case basis, authorize the installation and use of an electric security fence to secure an outdoor storage area in the following zoning districts if the Director finds there has been an increase in theft and vandalism at the outdoor storage area and finds that use of an electric security fence is warranted because the responsible person has taken reasonable measures to prevent theft and vandalism, but such measures have not been effective:

i. General Commercial (GC)

ii. Downtown Business (DB)

iii. High Density Corridor 1 (HDC-1)

iv. High Density Corridor 2 (HDC-2)

v. High Density Corridor 3 (HDC-3)

vi. High Density Corridor 4 (HDC-4)

e. An electric security fence is only permitted to be installed and used if the outdoor storage area it protects was established and is operated in conformance with City code.

f. An electric security fence installed and used pursuant to this subsection must meet the following electrical requirements:

i. The electrical charge for the electric security fence must be noncontinuous and the electric fence controllers must be approved by a Nationally Recognized Testing Laboratory (NRTL).

ii. The energy source (energizer) for the electric security fence must be provided by a storage battery not to exceed 12 volts DC. The storage battery must be charged primarily by a solar panel. However, the charge from the solar panel may be augmented by a trickle charger.

iii. The electric charge produced by the electric security fence upon contact may not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission (IEC) Standard No. 60335-2-76.

g. An electric security fence installed and used pursuant to this subsection must meet the following height and location requirements:

i. An electric security fence must be completely surrounded by a non-electric perimeter fence or wall that is not less than five feet in height and no more than eight inches from the electric security fence to prevent entrapment.

ii. An electric security fence may not exceed the higher of eight feet or two feet higher than the perimeter fence or wall.

iii. Exceptions:

1. Where a non-electrified perimeter fence or wall already exists within a required yard setback (as defined in OMC 18.02.180 Y) and if such fence or wall was lawfully installed, such fence or wall need not be modified in height or location to meet the requirements of this subsection. The electric security fence may be located within the required yard setback and may not exceed eight feet in height.

2. Rear and side yards: Where a non-electrified perimeter fence does not exist within a required rear or side yard setback, it may not exceed six feet in height and the electric security fence may not exceed eight feet in height.

3. Front yards: The first priority is to place both the non-electrified perimeter fence and the electric security fence outside the required yard setback. If this is not practical due to existing improvements such as paved parking, curbing, or landscaping, both fences can be placed in the required front yard setback. In these instances, the non-electrified perimeter fence may be up to five feet in height and

must be transparent, for example, chain link or metal picket fencing. The electrified portion may extend up to eight feet in height. Both fences must be placed as far back as site conditions allow to avoid being at the edge of an adjacent street or sidewalk.

h. The responsible person shall clearly identify an electric security fence with warning signs 30 square inches in size per IEC standards, posted at intervals less than 30 feet. Such warning signs must read "Warning – Electric Fence" and contain an imager or symbol (e.g. a lightning bolt) that allows non-English speaking individuals to understand that the fence is electrically charged.

i. The permitting process for electric security fences is governed and regulated in accordance with the City's construction and burglar alarm codes. A building permit is required for an electric fence exceeding seven feet in height.

j. Gates, bollards, or other features of an electric security fence must comply with the provisions in OMC 18.40.060.C.3 and provide emergency access in a manner acceptable to the Fire Marshal.

k. Electric security fences must comply with the City's design and landscape and screening standards as applicable. The responsible person shall submit plans to the Community Planning and Development Department for review and approval prior to fence installation.

Proposal 38: Chapter 18.40 – Property Development and Protection Standards

Section 18.40.060 – General Standards

H. Yards.

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

2. Yards/Setbacks.

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

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

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

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

iii. Fences may project into the required yard area if they meet fence height requirements found in OMC 18.40.060(C).

iv. Uncovered steps, porches, or patios, which are no more than thirty (30) inches above the adjacent grade may be placed within the required setback area.

v. Air heating and cooling units 48-inches or less above grade are permitted within rear and side yard setbacks as long as it provides for access and maintenance per the building code.

vi. Uncovered swimming pools, hot tubs and satellite dish antennas may be placed in the rear or interior side yard setback area.

vii. Signs in compliance with OMC 18.43.

viii. Refer to each land use district for other allowed projections in required yards.

c. No building construction nor projection is allowed within any utility, access or public/private easement.

d. The front yard setback for a flag lot shall be a minimum of ten (10) feet measured from the nearest parallel or nearly parallel lot line adjacent to the front facade of the dwelling.

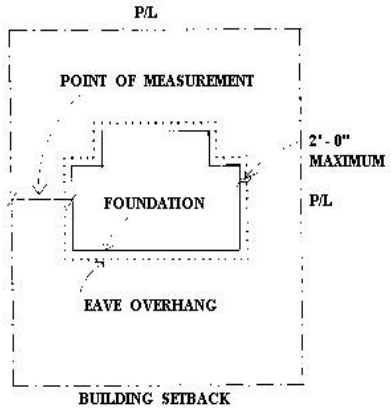


FIGURE 40-4

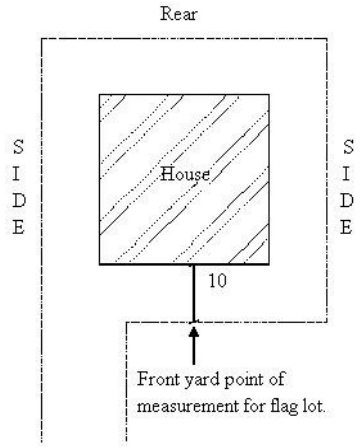


FIGURE 40-5

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

4. For retrofits of existing buildings to be used for residential housing:

   a. The portion of exterior wall assemblies that includes insulation must be allowed to project up to an additional eight inches into the setbacks on all sides;

   b. The building must be allowed to exceed the maximum allowable roof height by eight inches to accommodate additional insulation; and

   c. Gross floor area must be measured from the interior face of the exterior walls, which includes drywall, as typically depicted on the architectural floor plans; and

   d. For existing nonconforming buildings already projecting into setbacks, the portion of exterior wall assemblies that include insulation must be allowed to project up to an additional eight inches into the setbacks on all sides if the building is to be used for residential housing; and

   e. Nothing in this section prohibits a city or county from applying the requirements of the state building code or requires the City to allow a setback of less than 36 inches between residential dwelling units.

Proposal 39: Chapter 18.40 – Property Development and Protection Standards

Section 18.40.080 – Protection Standards

C. Emissions.

1. Air Pollution shall be controlled by the operator and/or proprietor of any land use or activity permitted by this title. The ambient air quality standards specified in Regulation I of the Olympic Air Pollution Control Agency (OAPCA), shall apply to all air contaminants listed therein. See Chapter 173-60 regarding variances and exemptions.

2. Toxic Substances shall be kept to concentrations not exceeding one-fiftieth (1/50) of interior standards by use of the best available control methods and technology in all phases of plant operation and handling of materials, and by an active commitment to good housekeeping practices. Toxic substances not listed in Regulation I of OAPCA, but released into the air shall be limited in accordance with the most current publication entitled Threshold Limit Values, of the American Conference of Governmental Hygienists.

3. Liquid Wastes shall be disposed of through local sanitary sewer systems only upon approval of affected sewer district authorities.

4. Liquid or solid wastes unacceptable to public sewer authorities shall be disposed of on a regular basis in keeping with the best operating characteristics of the industry, and in compliance with the regulations and requirements of local, regional, state or federal agencies having jurisdiction in waste disposal and environmental health and safety.

5. Any operation producing intense heat or glare shall be performed within an enclosure so as to completely obscure such operation from view from any point along the property line.

6. The use, storage, transportation and disposal of all radioactive materials or devices shall be subject to the regulatory jurisdiction and control of the Radiation Control Agency of the Washington State Department of Social and Health Services as amended.

7. No use shall cause earth vibrations~~,~~ ~~or~~ concussions, or construction noise detectable without the aid of instruments beyond its lot lines, with the exception of the temporary vibration produced as a result of construction activity. Such ~~temporary~~ construction activity shall be restricted to the hours between 7:00 a.m. and 6:00 p.m.

Proposal 40: Chapter 18.40 – Property Development and Protection Standards

Section 18.40.080 – Protection Standards

I. Minimum Street Frontage.

1. Each lot, other than in townhouse, cottage and co-housing projects, shall have a minimum of thirty (30) feet of frontage on a public or private street. With respect to binding site plans, this requirement shall apply to the entirety of the binding site plan and not to each individual site or lot. The Director may allow the street frontage to be reduced or eliminated to the minimum extent necessary to enable access to

property where public street access is not feasible for such reasons, including but not limited to, physical site conditions or preexisting development or to protect environmentally Critical Areas. Where frontage is limited, preference is for some street frontage to be provided.

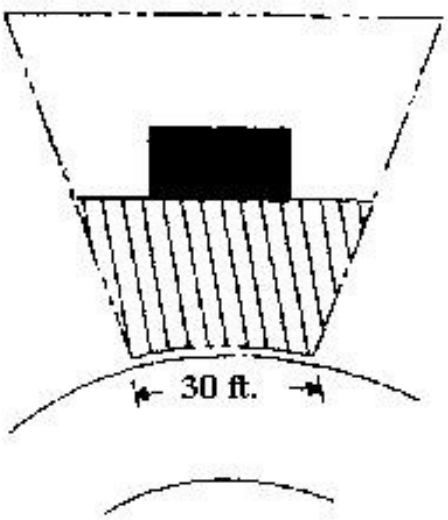


FIGURE 4-2

2. Subdivisions, short subdivisions, binding site plans, and lot line adjustments creating flag lots (with street frontages of less than thirty (30) feet) are subject to the following conditions:

   a. The project shall be designed to minimize the creation of flag lots.

   b. Adjoining flag lots shall share a common driveway wherever possible.

   c. All driveways accessing flag lots shall be designed to allow fire truck access to within one hundred fifty (150) feet of all exterior points of the building(s) on the lot(s), unless alternate forms of fire protection approved by the Chief of the Fire Department are provided, including but not limited to, sprinkler systems.

   d. The area of a flag lot which is less than thirty (30) feet in width shall not be considered part of the minimum lot area required in Table 4.04.

Proposal 41: Chapter 18.43 - Signs

Section 18.43.040 – Exemptions

B. No Permit Required. The following signs do not require a permit when sized and placed in conformance with this chapter:

1. Signs erected by government agencies to implement public policy.

2. Replacing only the face of an existing sign shall not be considered as either a new sign or a structural alteration and does not require a permit.

3. On-premise occupant name plates on residential dwelling units, provided size of name plates does not exceed three (3) square feet in area.

4. Changing of advertising on a legal changeable copy sign (readerboard).

5. Temporary non-commercial signs less than six (6) square feet in sign surface area on private property and installed less than four (4) feet above ground.

6. Normal maintenance of signs that does not change the appearance or size of the sign.

7. Real Estate Signs in conformance with this chapter (see 18.43.080) do not require a permit or Temporary Sign Agreement.

8. Temporary signs for which a Temporary Sign Agreement has been provided to the City.

9. Any signs required to be posted pursuant to the Olympia Municipal Code or any other local, State, or Federal regulation.

10. Any sign on a vehicle, unless such vehicle sign is prohibited pursuant to OMC 18.43.050.

11. Signs placed by the City in City parks or trails, or the Port of Olympia on port owned parks or trails property, in conformance with its standard practices and policies.

12. Signs painted directly on a building.

Proposal 42: Chapter 18.43 – Sign Code

Section 18.43.130 – Residential Sign Zone

Table 43-8: Permanent Signs for Residential Uses in Residential Sign Zone

Permanent Signs – Residential Uses (Not Including Apartment Complexes)		
Home Occupation Businesses and Short-Term Rentals	Up to two (2) square feet, flush mounted near entrance	One (1) per licensed Home Occupation business or short-term rental only
Home Occupation Business abutting west side of 300 and	Up to five (5) square feet if flush mounted near entrance or up to	One (1) per licensed Home Occupation business only

Table 43-8: Permanent Signs for Residential Uses in Residential Sign Zone

Permanent Signs – Residential Uses (Not Including Apartment Complexes)		
400 blocks of West Bay Drive NW	five (5) square feet per side if freestanding	
Development Identification Signs	Freestanding Sign for Residential Subdivisions, up to 50 square feet (or 25 square feet per side).	One (1) per street frontage which has an entry to the development
Permanent Signs – Non-Residential Uses and Apartment/Multifamily Complexes		
Identification signs for non-residential uses	One (1) freestanding or building mounted sign per driveway access from a street. If freestanding, maximum height is four (4) ft.	• Academic schools – up to 100 sq. ft. maximum; • Other Uses: Up to 24 sq. ft. in size (12 sq. ft. per side if double-sided).
Secondary wall signs for non-residential uses	1 per exterior public entrance to the building	Up to 12 square feet of sign area to identify the primary destination of the entrance (e.g. office, library, gymnasium sanctuary).
Identification Signs for Apartment/Multifamily Complexes	Building mounted sign (flush mounted only) or Freestanding sign. • Multi-family uses - up to 16 sq. ft. maximum; Double sided signs: 1/2 the max.	1 per use. Except multi-family uses ~~in RM-18, RM-24 & RMH~~: 2 signs are permitted where there are entrances off 2 public rights-of- way.
Identification Signs for Individual Uses in Multiple Occupancy Buildings	Building mounted sign to be flush mounted only. • Academic schools – up to 100 sq. ft. maximum; • Multi-family uses - up to 16 sq. ft. maximum; • All other uses - 24 sq. ft. maximum. Double sided signs: 1/2 the max.	
Driveway Entrance/Exit Signs	Freestanding only. 5 square feet total (2.5 square feet per side if double sided)	1 per driveway
Directional	18.43.070	
Public Service	18.43.070	

Proposal 43: Chapter 18.100 – Design Review

Section 18.100.060 – Projects Subject to Design Review

Note: The "background" text of this proposal was updated to reflect changes adopted in Ordinance 7444. The changes shown in red text are still proposed.

A. The following projects are subject to design review:

1. All residential uses in the Infill and Other Residential Design District and all commercial, mixed use, and large multifamily p~~P~~rojects within designated design review districts and corridors, as shown on the Official Design Review Map (See OMC 18.100.080);

2. Commercial projects adjacent to residential zones;

3. Commercial or residential projects for Heritage Register properties or those within an historic district;

4. Projects with a building area greater than 5,000 square feet that require a Conditional Use Permit in a residential zone;

5. Residential projects with 7 units or more;

6. Dwelling units on lots less than 5,000 square feet or on substandard lots;

7. Dwelling units proposed on lots within the area depicted on Figure 4-2a, "Areas Subject to Infill Regulations";

8. Master Planned Developments;

9. Manufactured housing parks;

10. All projects within scenic vistas as identified on the official maps of the City (See OMC 18.100.110); and,

~~12~~11. For the purpose of design review, projects within one of the Downtown Design Sub-Districts will be reviewed for consistency with the criteria in chapter 18.120 OMC only.

B. Exceptions: Evergreen Park PUD; interior work; projects or portions of projects which are not visible from a private or public street; and projects which do not affect the character, use, or development of the surrounding properties, or the architectural character of the structure, such as fences, parking lots with less than twenty (20) spaces or minor repair or renovation of, or minor additions to, existing structures.

Proposal 44: Chapter 18.100 – Commercial Design Criteria High Density Corridor (HDC)

Section 18.100.100 – How to Use Design Criteria

Note: The "background" text of this proposal was updated to reflect changes adopted in Ordinance 7444. The changes shown in red text are still proposed.

C. Design Review Criteria Chapters. Design criteria are separated into chapters, depending on whether the development is commercial or residential, and the location or type of that development, as outlined below.

18.105 Historic Structures and Buildings within the Historic Districts. This Chapter applies to structures listed on the Olympia Heritage Register, Washington Heritage Register, and the National Register of Historic Places, and all structures within a Historic District.

18.110 Basic Commercial Design Criteria. This chapter applies to all commercial projects throughout the City that require design review, in addition to the district-specific requirements found in the following chapters, as applicable. It also applies to projects with a building area greater than 5,000 square feet in gross floor area that require a Conditional Use Permit in a residential zone, to commercial projects adjacent to residential buildings, to commercial or residential projects. The design districts are shown on the Official Design Review Districts and Corridors.

18.120 Downtown Design Criteria. This chapter applies to all commercial, mixed use, and residential projects that require design review that are located in one of the Downtown Design Sub-Districts. Projects will be reviewed for consistency with the criteria in Chapter 18.120 only.

18.130 Commercial Design Criteria - High Density Corridors. This chapter applies to all projects that require design review that are located in the HDC districts and abut a design review corridor (see Design Review map).

18.135 Commercial Design Criteria - Residential Scale District. This chapter applies to all projects that require design review that are located in the Residential Scale ~~District~~Corridor.

18.140 Commercial Design Criteria - Auto Oriented District. This chapter applies to all projects that require design review that are located in the Auto Oriented District.

18.145 Commercial Design Criteria - Freeway Corridor. This chapter applies to all projects that require design review that are located in the Freeway Corridor District.

18.155 Commercial Design Criteria - West Bay Drive District. This chapter applies to all projects that require design review that are located in the West Bay Drive District.

18.170 Residential Design Criteria. Design criteria contained in this chapter (OMC 18.170.030 - 18.170.160) apply to all large multifamily residential buildings (i.e.

those with seven or more dwelling units) not specifically governed by chapter 18.175 OMC, and any development with 20 dwelling units or more on a site throughout the City. Projects of this type and size are reviewed by the Design Review Board.

18.175 Residential Design Criteria - Infill and other residential.

OMC 18.175.020 through OMC 18.175.060 of this chapter apply to all residential dwellings proposed on lots within the area depicted on Figure 4-2a in chapter 18.04 OMC; on lots less than 5000 square feet, or on substandard lots. OMC 18.175.080 and OMC 18.175.090 apply to accessory dwelling units ~~throughout the city~~in the infill regulations design district, including manufactured home accessory dwelling units. OMC 18.175.100 applies to cottage development.

18.180 Residential Design Criteria - Manufactured home parks. This chapter applies only to manufactured home parks.

Proposal 45: Chapter 18.100 – Design Review

Section 18.100.090 – Design Review Process

All projects subject to design review are reviewed either by the Design Review Board (DRB), the Joint Review Committee (JRC), or by staff as noted below. The DRB, JRC, or staff shall provide a recommendation to the review authority. The review authority shall give substantial weight to the recommendation of the DRB or JRC. (A project reviewed by the JRC is not also reviewed by the Heritage Review Committee.) For projects subject to Board level review (DRB or JRC), there is only one public meeting and it is for Concept Design Review at the time of Land Use Review. Detail Design Review will be conducted by staff at the time of building permit review. When land use is not required or is waived, all design review will be conducted by staff unless it is subject to review of the Joint Review Committee.

Proposal 46: Chapter 18.100 – Design Review

Section 18.100.110 – Submission Requirements

D. Time Limitations/Processing. Board level review will be combined with Land Use Review and will meet the timelines of the land use process~~Except in cases where the applicant agrees to an extension of time, the Design Review Board shall have a public meeting on an application for a major project within 30 days after an application is deemed complete~~ pursuant to chapter 18.70 OMC.

Proposal 47: Chapter 18.04 – Residential Districts

Section 18.04.060 – Residential districts' use standards

D. CHILD DAY CARE CENTERS.

1. Permitted Use. Child day care centers are permitted in the districts specified in Tables 4.01 and 5.01 subject to the following conditions:

   a. Child day care centers located in residences shall be separate from the usual living quarters of the family, or located in the portion of the residence used exclusively for children and their caregivers during the hours the center is in operation.

   b. Compliance with state licensing requirements.

   c. Prior to initiating child care services, each child care provider must file a Child Care Registration Form with the Department of Community Planning and Economic Development (forms are provided by the Department). The child care provider must demonstrate compliance with the applicable requirements of the code as listed on the Registration Form. No fee will be required for registration.

2. Accessory Use. A child day care center shall be considered an accessory use if it is sited on the premises of a community service use, such as a private or public school, grange, place of worship, community center, library, or similar adult gathering place and it is associated with that activity. Child care facilities for the exclusive use of employees of a business or public facility shall also be allowed as an accessory use of the business or facility. Prior to initiating operation of a child day care center, the operator must register with the City as specified in Subsection 1.

3. ~~Conditional Use. Child day care centers are allowed as a conditional use in the R-4, R-4-8, R-6-12 and MR-7-13 districts, subject to the requirements contained in Subsection A, and the following standard:~~

   ~~—~~For child day care facilities within a residence: No structural or decorative alteration is permitted which would alter the residential character of an existing residential structure used as a child day care center.

AA. RMH and UR DISTRICTS COMMERCIAL USE REQUIREMENTS.

1. With the exception of Child Care Centers, c~~C~~ommercial uses in the RMH District (see Table 4.01) shall only be allowed in mixed use buildings and shall not exceed five thousand (5,000) square feet in size.

2. With the exception of Child Care Centers, c~~C~~ommercial uses in the UR District (See Table 4.01) shall only be allowed in mixed use buildings and shall not exceed ten percent (10%) of gross floor area or five thousand (5,000) square feet in size, whichever is smaller.

3. In the UR District, on half block areas facing Union Street, office/commercial or other allowed uses equivalent to one story may be built when part of a housing project.

18.06.040 - TABLES: Permitted and Conditional Uses

TABLE 6.01 PERMITTED AND CONDITIONAL USES														
COMMERCIAL DISTRICT	**NR**	**PO/RM**	**GC**	**MS**	**UW**	**UW-H**	**DB**	**AS**	**CSH**	**HDC-1**	**HDC-2**	**HDC-3**	**HDC-4**	**APPLICABLE REGULATIONS**
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
1. EATING & DRINKING ESTABLISHMENTS														
Drinking Establishments			P		P	P	P		C 18.06.060(P)		P	P	P	
Drinking Establishments - Existing		P 18.06.060(GG)				P								
Restaurants, with drive-in or drive-through			P										P	
Restaurants, with drive-in or drive-through, existing			P				P 18.06.060(U)					C	P	
Restaurants, without drive-in or drive-through	P 18.06.060 (U)(3)	C	P	P 18.06.060 (U)(2)	P	P	P 18.06.060 (U)(1)	P	P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
2. INDUSTRIAL USES														
Industry, Heavy														

Industry, Light			C		P/C 18.06. 060(N)									
On-Site Treatment & Storage Facilities for Hazardous Waste					P 18.06. 060(Q)									
Piers, Wharves, Landings					P									
Printing, Industrial			C		P/C 18.06. 060(N)									
Publishing		C	C		P		P		C	C				
Warehousing			P		P/C 18.06. 060(AA)		P							
Welding & Fabrication			C		P/C 18.06. 060(N)		P							
Wholesale Sales		C 18.06. 060 (BB)(3)	P		P/C	18.06. 060(BB)		P		P	18.06. 060 (BB)(2)			
Wholesale Products Incidental to Retail Business			P		P	P						P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
3. OFFICE USES (See also SERVICES, HEALTH)														
Banks		P	P		P/C	P	P/C	P	P	P	P	P	P	

					18.06.060 (D)(2)	18.06.060 (D)(2)	18.06.060 (D)(2)					18.06.060 (D)(1)		
Business Offices		P	P		P	P	P	P	P	P	P	P	P	
Government Offices		P	P		P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
4. RECREATION AND CULTURE														
Art Galleries	P	P	P		P	P	P		P	P	P	P	P	
Auditoriums and Places of Assembly			P		P	P	P					P	P	
Boat Clubs					P	P								
Boating Storage Facilities					P			P						
Commercial Recreation		C	P		P	P	P	P		C	C	P	P	
Health Fitness Centers and Dance Studios	P	P 18.06.060(L)	P	P	P	P	P	P	P	P 18.06.060(L)	P 18.06.060(L)	P	P	
Libraries	C	C	C	C	P	P	P		P	C	P	P	P	18.04.060(V)
Marinas/Boat Launching Facilities					P 18.06.060(CC)	P								
Museums		C	P		P	P	P		P	C	C	P	P	18.04.060(V)
Parks, Neighborhood	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)

Parks & Playgrounds, Other	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)
Theaters (Drive-in)			C											
Theaters (No drive-ins)			P		P	P	P				C	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
5. RESIDENTIAL														
Apartments		P	P	P 18.06.060(T)	P	P	P		P	P	P	P	P	
Apartments above ground floor in mixed use development	P	P	P	P 18.06.060(T)	P	P	P		P	P	P	P	P	
Boarding Houses		P	P	P 18.06.060(T)	P	P	P		P	P	P	P	P	
Cooperative - Housing		P	P			P	P			P	P		P	
Duplexes	P	P	P	P 18.06.060(T)			P		P	P	P		P	
Fraternities, Dormitories		C	P	P 18.06.060(T)	P	P	P		P	C	P	P	P	
Group Homes (6 or less)	P	P	P 18.06.060(K)	P 18.06.060(T)	P	P	P 18.06.060(K)		P	P	P	P 18.06.060(K)	P 18.06.060(K)	18.04.060(K)

Group Homes (7 or more)	C	C	C 18.06. 060(K)	C 18.06. 060(T)	C	C	C 18.06. 060(K)		C	C	C	C 18.06. 060(K)	P 18.06. 060(K)	18.04.060(K)
Mobile or Manufactured Homes Park - Existing		C	C	C 18.06. 060(T)						C			C	18.04.060(P)
Quarters for Night Watch person/ Caretaker					P	P								
Retirement Homes		P	P	P 18.06. 060(T)	P	P	P		P	P	P	P	P	
Single-Family Residences	P	P	P	P 18.06. 060(T)			P		P	P	P	P	P	
~~Single Room Occupancy Units~~Co-Living Housing		P	~~C~~P	P	P	P	P		P	P	P	P	~~C~~P	18.04.080(HH)
Townhouses	P	P	P	P 18.06. 060(T)		P	P		P	P	P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
6. RETAIL SALES														
Apparel and Accessory Stores			P		P	P	P					P	P	
Boat Sales and Rentals			P		P	P	P	P					P	

Building Materials, Garden and Farm Supplies	P		P		P	P	P					P	P	
Commercial Greenhouses, Nurseries, Bulb Farms	C	C 18.04. 060 (G)	C	C					C		P	P		18.04.060(G)
Food Stores	P	P 18.06. 060(H)	P		P	P	P		P	P 18.08. 060(H)	P	P	P	
Furniture, Home Furnishings, and Appliances			P		P	P	P				P	P	P	
Gasoline Dispensing Facilities accessory to a permitted use	P 18.06. 060 (W)(4)		P		P 18.06. 060(W)		P 18.06. 060 (W)(2)	P				P 18.06. 060(W)	P 18.06. 060 (W)	
Gasoline Dispensing Facility accessory to a permitted use - Existing	P 18.06. 060(W)		P		P 18.06. 060(W)		P 18.06. 060(W)				P	P 18.06.0 60(W)	P	
General Merchandise Stores	P	P 18.06. 060(J)	P		P	P	P			P 18.06. 060(J)	P	P	P	
Mobile, Manufactured, and Modular Housing Sales			P											
Motor Vehicle Sales			P				P	P					P	

Motor Vehicle Supply Stores			P		P	P	P	P			P	P	P	
Office Supplies and Equipment		P 18.06. 060(DD)	P		P	P	P		P	P 18.06. 060(DD)	P	P	P	18.06.060(CC)
Pharmacies and Medical Supply Stores	P	P 18.06. 060 (EE)	P	P	P	P	P		P	P 18.06. 060(EE)	P	P	P	18.06.060(DD)
Specialty Stores	P 18.06 .060 (Y)(3)	P 18.06 .060 (Y)(4)	P	C 18.06. 060 (Y)(2)	P	P	P			P 18.06. 060 (Y)(4)	P	P 18.06. 060 (Y)(1)	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
7. SERVICES, HEALTH														
Hospitals				P			P		P					
Nursing, Congregate Care, and Convalescence Homes	C	C	C	P			C		C	C	C	P	P	18.04.060(S)
Offices, Medical		P	P	P	P	P	P	P	P	P	P	P	P	
Veterinary Offices/Clinics			P								P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
8. SERVICES, LODGING														
Bed & Breakfast Houses (1 guest room)	P	P 18.06. 060(E)	P 18.06. 060(E)	P 18.06. 060(E)	P	P	P			P	P	P	P	18.04.060(L)(3)(c)

Bed & Breakfast Houses (2 to 5 guest rooms)	C	P 18.06. 060(E)	P 18.06. 060(E)	P 18.06. 060(E)	P	P	P		C	P	P	P	P	18.04.060(L)(3)(c)
Hotels/Motels			P	C	P		P		P				P	
Lodging Houses		P	P	P	P		P		P	P	P	P	P	
Recreational Vehicle Parks			P										P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
9. SERVICES, PERSONAL														
Adult Day Care Home	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)(3)(b)
Child Day Care Centers	~~C~~P	P	P	P	P	P	P	P	P	P	C	P	P	18.04.060(D)
Crisis Intervention	C	P	C	P			P		C	P	C	C	C	18.04.060(I)
Family Child Care Homes	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Funeral Parlors and Mortuaries		C	P				P			C		P	P	
Laundries and Laundry Pick-up Agencies	p	p	P	P	P	P	P			P	P	P 18.06. 060(O)	P	
Personal Services	P	P	P	P	P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
10. SERVICES, MISCELLANEOUS														

Auto Rental Agencies			P		P	P	P	P			C	P	P	
Equipment Rental Services, Commercial			P		P		P				P	P	P	
Equipment Rental Services,														
Commercial - Existing		P 18.06. 060 (FF)												
Ministorage			P				P							
Printing, Commercial	P	P	P		P	P	P		P	P	P	P	P	
Public Facilities (see also Public Facilities, Essential on next page)	C	C	C	C	P	C	P	P	P	C	C	C	C	18.04.060(V)
Radio/T.V. Studios		P	P		P	P	P		P	P	P	P	P	
Recycling Facilities	p	P	P	P	P		P		P	P	P	P	P	18.06.060(V)
School - Colleges and Business, Vocational or Trade Schools		C	P		P	P	P		P	C	C	C	P	18.06.060(X)
Service and Repair Shops			P				P	P				P	P	
Service Stations/Car Washes			P				P 18.06. 060(W)	P				P 18.06. 060(W)	P 18.06. 060 (W)	

Service Stations/Car Washes - Existing			P		P 18.06.060(W)		P 18.06.060(W)				P	P 18.06.060(W)	P 18.06.060 (W)	
Servicing of Personal Apparel and Equipment	P	P	P		P	P	P			P	P	P	P	
Truck, Trailer, and Recreational Vehicle Rentals			P					P						
Workshops for Disabled People	C	C	C	C	P	C	P		C	C	C	C	C	18.04.060(R)
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
11. PUBLIC FACILITIES, ESSENTIAL														
Airports			C										C	18.06.060(G)
Inpatient Facilities		C	C	C 18.06.060(T)	C		C		C	C	C	P	P	18.06.060(G) 18.04.060(K)
Jails			C		C		C		C				C	18.06.060(G)
Mental Health Facilities			C	C 18.06.060(T)	C		C						C	18.06.060(G) 18.04.060(K)
Other Correctional Facilities		C	C	C 18.06.060(T)	C	C	C		C	C	C	C	C	18.06.060(G)
Other facilities as designated by the Washington State Office of Financial Management,		C	C		C		C			C	C	C	C	18.06.060(G)

except prisons and solid waste handling facilities														
Radio/TV and Other Communication Towers and Antennas	C	C	C	C	C	C	C	C	C	C	C	C	C	18.06.060(G) 18.44.100
Sewage Treatment Facilities	C	C	C	C	P		P		C	C	C	C	C	18.06.060(G) 18.04.060(X)
State Education Facilities		C	C		C		C		C	C	C	C	C	18.06.060(G) 18.06.060(X)
State or Regional Transportation Facilities	C	C	C	C	C	C	C		C	C	C	C	C	18.06.060(G)
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
12. TEMPORARY USES														
Entertainment Events			P		P	P	P						P	
Off Site Contractor Offices	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(DD)
Emergency Housing	P	P	p	P	P			P	P	P	P	P	P	18.04.060(DD)
Fireworks, as determined by Fire Dept.			P		P	P	P				P	P	P	9.48.160

Mobile Sidewalk Vendors		P	P	P	P	P	P			P	P	P	P	
Parking Lot Sales			P		P	P	P	P			P	P	P	
Residences Rented for Social Event (6 or less in 1 year)	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(DD)
Residences Rented for Social Event (7 or more in 1 year)	C	C	C	C	C	C	C		C	C	C	C	C	
Temporary Surface Parking Lot		P	P		P	P	P		P					
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
13. OTHER USES														
Accessory Structures/Uses														
Adult Oriented Businesses			P										P	18.06.060(B)
Agriculture	P	P	P	P					P	P	P	P	P	
Animals	P	P	P	P	P	P	P		P	P	P	P	P	18.06.060(C)
Cemeteries	C	C	C	C					C	C	C		C	
Conference Center			P		P	P	P						P	
Fraternal Organizations		P	P		P	P	P		P/C 18.06.060(I)	P	P	P	P	

Gambling Establishments			C											
Garage/Yard/ Rummage and Other Outdoor Sales	P	P	P	P	P	P	P		P	P	P	P	P	5.24
Home Occupations	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Parking Facility, Commercial		P	P		P	P	P 18.06. 060(S)			P	P	P 18.06. 060(S)	P	18.04.060(V)
Places of Worship	C	C	P	C	P	P	P		C	C	C	P	P	18.04.060(U)
Racing Pigeons	C	C	C	C					C	C	C	C	C	18.04.060(Y)
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
Schools	C	C	P	C	C	C	C		C	C	C	P	P	18.04.060(DD)
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communications Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44

LEGEND			
P = Permitted Use	PO/RM = Professional Office/Residential Multifamily	GC = General Commercial	HDC-1=High Density Corridor-1
MS = Medical Services		UW = Urban Waterfront	HDC-2=High Density Corridor-2
DB = Downtown Business	AS=Auto Services	UW-H = Urban Waterfront-Housing	HDC-3=High Density Corridor-3
C = Conditional Use	NR = Neighborhood Retail	CSH = Commercial Services-High Density	HDC-4=High Density Corridor-4

2026 Proposed Code Amendments
City of Olympia

The City of Olympia is proposing amendments to the Olympia Municipal Code (OMC). This document is a companion to the proposed amendments, intended to provide information about each of the 47 requested amendments and the outcome, if approved. Page numbers provided correspond to the first public draft of the proposal.

For more information, please contact Joyce Phillips at jphillip@ci.olympia.wa.us or 360.570.3722.

#	Page #	Request by:	Purpose	Outcome
1	Page 1	CPED	Treat all residential zoning districts the same regarding parking. Acknowledge there are more than 3 residential zoning districts.	Treat all residential neighborhoods the same way for parking enforcement.
2	Page 2	OFD	Remove definition of bulk storage	Remove definition.
3	Pages 2-3	OFD	Remove an exception related to access roadways	Remove an exception that was causing "gray" areas and instead rely on access standards.
4	Page 3	OFD	Clarify that Section 16.32.053 – Chapter 9 refers to Commercial Type Hoods.	Section title renamed to Commercial Type Hoods. Helps make it easier for people to find code language related to commercial type hoods.
5	Page 3	OFD	Clarify which parts of the International Fire Code are not adopted by Olympia.	Clarify that Appendix A, Appendix C, and Appendix J are not applicable in Olympia.
6	Pages 3-5	OFD	Clarify when fire alarms are required.	Remove a specific requirement that states that manual fire alarm stations shall be located within 5 feet of all required exits on each floor level and from the structure; add language that applies when certain types of automatic fire sprinkler systems are present in some building types (Group R).
7	Pages 6-8	State Required (HB1096)	Add provisions to the subdivision code to allow "lot splitting"	Add provisions to the subdivision code to allow lot splitting as a type of subdivision.

#	Page #	Request by:	Purpose	Outcome
8	Page 8	CPED	Expand the purpose statement of Title 18 to include renewable energy systems and the reduction of greenhouse gas emissions.	Add provisions to the purpose statement of Title 18 regarding renewable energy systems and the reduction of greenhouse gas emissions.
9	Page 9	CPED	Clarify that "shall" and "must" are requirements within the code; remove the year (1986) in regard to the official dictionary used when considering ordinarily accepted meanings	Clarify that "shall" and "must" are requirements within the code; remove the year (1986) in regard to the official dictionary used when considering ordinarily accepted meanings
10	Pages 9-10	CPED	Clean up language in the code about how to address properties that are divided into more than one zoning district.	The property will be reviewed based on a consolidated site plan that uses one of the two zones for development.
11	Pages 10-11	CPED	Add new definitions	Definitions for adjacent, floor area ratio, solar energy system, solar photovoltaic system, grid-connected solar energy system, roof-mounted solar energy system, Ground-mounted solar energy system as accessory and primary uses, and revisions to property line definitions are provided.
12a	Page 12	CPED	Address "large multifamily" as a permitted use, but one that is different than other housing types given the number of units allowed per lot.	Clarify that large multifamily developments are only allowed in higher density zones. This closes an unintended loophole that may have been construed to allow more than 6 units per lot on larger lots in lower density residential zoning districts.
12b	Page 13	State Required (SB 5509)	Address where child day care centers are allowed.	Allow child day care centers in all residential zoning districts.
13	Page 18	CPED	Remove limitation of the number of people cared for in a Hospice Care Center in two zoning districts.	Remove the limitation of the number of people cared for in a Hospice Care Center. Rely on state license.
14	Pages 18-19	State Required (See RCW 35A.21.440)	Address new state requirements for adding housing units in existing buildings.	Address new state requirements for adding housing units in existing buildings. Affects 18.04 – Residential Districts and 18.06 – Commercial Districts.

#	Page #	Request by:	Purpose	Outcome
15	Page 19	CPED	Address temporary surface parking lot language to add clarity.	Clarify that provisions for temporary surface parking areas are applicable to such lots only when they were previously approved/permitted.
16	Pages 23-24	CPED	Clarify that Hard Surface bonus is available to projects that meet applicability of 18.04.080.k.1.b, not all of 18.04.080.K.1; and that land areas that are submerged for all or part of the year do not count toward the developable land area of the lot.	Clarify that Hard Surface bonus is available to projects that meet applicability of 18.04.080.k.1.b, not all of 18.04.080.K.1; and that land areas that are submerged all or part of the year do not count toward the developable land area of the lot.
17	Pages 25-38	CPED	Clean up the table to increase readability, address new category of "large multifamily", and make changes to match format of the related table in the residential districts chapter.	Clean up the table to increase readability, address new category of "large multifamily", and make changes to match format of the related table in the residential districts chapter. One example: Building coverage is removed and impervious surface and hard surface limits will determine coverage allowed.
18	Page 39, 49-50	State Required (See RCW 36.70A.813 and RCW 36.70A.815)	Address when maximum building height can be exceeded to allow for roof-mounted solar energy panels and when upper story stepbacks and façade modulation cannot be required.	Address when maximum building height can be exceeded to allow for roof-mounted solar energy panels and when upper story stepbacks and façade modulation cannot be required.
19	Pages 50-51	CPED	Provide Hard Surface Coverage allowances currently provided for in residential areas in commercial areas when certain requirements are met.	Provide Hard Surface Coverage allowances currently provided for in residential areas in commercial areas when certain requirements are met.
20	Page 51	CPED	Require the 10 foot maximum front yard setback only along design review corridors or on streets designated as arterials.	Removes the 10 foot maximum setback from lower intensity streets that carry lower traffic volumes. The intention is to have buildings oriented to and close to sidewalks for high traffic streets, but currently the provision applies to all streets.
21	Pages 51-52	Historic Pres.	Update the purpose and intent language.	Update the purpose and intent language to better match the inclusive values of the City.

#	Page #	Request by:	Purpose	Outcome
22	Page 52	Historic Pres.	To update Heritage Commission requirements in code to reflect how the commission operates in order to be uniform with the City's Advisory Body requirements.	Reduce the number of members on the Heritage Commission from 11 to 9 members. This is similar to other advisory committees and may help make it easier to keep the positions filled.
23	Page 52	Historic Pres.	Modify the language about the composition of Commission members in order to reduce the commission's potential for being out of compliance in the case that recruitment is not able to bring in specific subject matter experts.	Reduce the requirement for 4 of the members (down to 2 members) to have specific professional requirements. This may help make it easier to keep the commission positions filled.
24	Page 53	Historic Pres.	Route the reader to the general rules that the heritage commission follows as one of the many advisory bodies of the City to provide more information on terms of appointment.	Add citation to advisory committee code language.
25	Pages 53-54	Historic Pres.	Clarify that the Olympia Heritage Commission must maintain the local Olympia Heritage Register, but does not maintain the State or National register. Alter language to add clarity on process. Remove mentions of references that are no longer applicable..	Add clarifying language about the Heritage Commission powers and duties.
26	Page 54-55	Historic Pres.	Correct code to reflect the City's advisory body procedures that are in practice to be in compliance with City's standards at a larger level.	Add citation to policy on Community-Member Advisory Boards, Commissions and Committees (See OMC 2.100.040).
27	Page 55	Historic Pres.	Amend section name	Amend section name to clarify applicability to the Olympia Heritage Register.
28	Page 55-57	Historic Pres.	Amend section title and add clarification to code language to clarify that the City only maintains our local register, but does not have jurisdiction to maintain or regulate the state or national registers.	Amend language to apply to the Olympia Heritage Register and local historic districts.

#	Page #	Request by:	Purpose	Outcome
29	Page 57	Historic Pres.	Update language to remove reference to obsolete policy.	Remove reference to SEPA Mitigation Policy for Olympia Historic Resources.
30	Pages 57-58	Historic Pres.	Update language	Update language to better align with OMC 18.70, which identifies administration of various permit types, and current terminology.
31	Page 58	Historic Pres.	Update language	Update language to better align with OMC 18.70, current terminology, and current processes.
32	Pages 59-60	CPED	Require that landscaping plans include the location of underground utility lines and equipment; and irrigation plans, if applicable for the project.	Require that landscaping plans include the location of underground utility lines and equipment; and irrigation plans, if applicable for the project.
33	Page 60	CPED	Address parking exemptions in OMC 18.38.	Address parking exemptions in OMC 18.38.
34	Pages 61-62	State Required (See RCW 36.70A.622)	Address certain parking provisions.	Add residential parking provisions as required by Washington State.
35	Page 62	CPED	Address commercial parking provisions in the Downtown Parking Exemption Area.	All structures and uses shall be exempt from the vehicle parking standards but new buildings over 3,000 sq. ft. of gross leasable area shall provide bicycle parking.
36	Page 62	CPED	Clarify that if bicycle or vehicle parking is provided, even if it is not required, that it shall meet standards.	Clarify that if bicycle or vehicle parking is provided, even if it is not required, that it shall meet standards.
37	Pages 63-68	CPED	Address fence and hedge standards to point out additional provisions that apply to some properties.	Add that for properties located in the Downtown Design Review District to see OMC 18.120.370. For other properties that may have a Master Plan approval, such as Briggs Village, to see adopted regulations.
38a	Page 69	CPED	Clarify that some mechanical equipment is allowed in side yard setbacks.	Clarify that mechanical equipment is allowed in side yard areas and may exceed 30 inches in height.

#	Page #	Request by:	Purpose	Outcome
38b	Page 70	State Required (See RCW 35A.21.440, RCW 35.21.990, HB 1042, & HB 1757)	Add provisions for the retrofit of existing buildings when changing to add new housing units.	Clarify when certain energy efficiency measures are allowed to extend into setback areas when existing buildings are being converted into residential units.
39	Pages 70-71	CPED	Add clarifying language to noise standards regarding construction activity.	Add clarifying language to noise standards regarding construction activity.
40	Pages 71-72	CPED	Identify the City's preference for each lot to have at least some street frontage, such as by creating a "flag lot".	Identify the City's preference for each lot to have at least some street frontage.
41	Pages 72-73	CPED	Clarify that signs painted on the side of a building do not require a building permit.	Clarify that signs painted on the side of a building do not require a building permit.
42	Pages 73-74	CPED	Allow multifamily complexes to have two signs.	Allow up to 2 signs when there is frontage on 2 public rights of way.
43	Page 75	CPED	Clarify that design review applies to "large multifamily" projects and to all residential projects in the Infill Design Review District. Clarify that design review is not required for projects that are not visible from a street.	Clarify that design review applies to "large multifamily" projects and to all residential projects in the Infill Design Review District. Clarify that design review is not required for projects that are not visible from a street.
44	Pages 76-77	CPED	Provide language clarifying when design review standards apply to development proposals.	Provide language clarifying when design review standards apply to development proposals.
45	Page 77	CPED	Clarify that when land use review is not required or is waived, all design review will be conducted by staff unless it is subject to review of the Joint Review Committee.	Clarify that when land use review is not required or is waived, all design review will be conducted by staff, unless it is subject to review of the Joint Review Committee.
46	Page 77	CPED	Clarify that when Board Level design review is required, the administration of the project will be processed in accordance with the timelines associated with the land use permit per OMC 18.70 (Administration).	Clarify that when Board Level design review is required, the administration of the project will be processed in accordance with the timelines associated with the land use permit per OMC 18.70 (Administration).

#	Page #	Request by:	Purpose	Outcome
47	Pages 77-91	State Required (See RCW 35A.21.440)	Allow child day care centers in all zoning districts except industrial zones.	Allow child day care centers in all zoning districts except industrial zones.

Olympia Planning Commission

April 6, 2026

Olympia City Council
PO Box 1967 Olympia
WA 98507-1967

SUBJECT: 2026 Code Amendments

Dear Mayor Payne and Councilmembers:

The Planning Commission recommends approval of the 2026 Code Amendments. The Commission had a briefing on the proposal on March 2, 2026. A public hearing was conducted on April 6, 2026, so the Commission could consider input from the public on the proposal as we completed deliberations.

The Commission voted to recommend approval of the Code Amendments. The commission would like to highlight the following suggestion for future consideration:

- Proposal #14F: During deliberations we discussed striking the "except ground floor commercial or retail that is along a pedestrian street". Removing this restriction would allow for more housing, while vacancies suggest that the city has sufficient commercial space. However, we concluded that removing the clause would require further study as it interacts with other goals (e.g. ground floor interaction on pedestrian streets). **We recommend that the clause be revisited this year during implementation of SB 6026 and other upcoming state requirements that also constrain the requirements of ground floor commercial and be informed by the recent vacancy study.**

Thank you for the opportunity to provide input for your consideration.

Sincerely,

Gregory R. Quetin

Greg Quetin
Chair

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

City Council

Briefing on the Safe Housing and Rental Efficiency Accelerator Pilot Program

Agenda Date: 6/16/2026
Agenda Item Number: 6.A
File Number:26-0458

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

Title
Briefing on the Safe Housing and Rental Efficiency Accelerator Pilot Program

Recommended Action
Committee Recommendation:
Not referred to a committee.

City Manager Recommendation:
Receive a briefing on the Safe Housing and Rental Efficiency (SHARE) Pilot Program.

Report
Issue:
Whether to receive a briefing on the SHARE Pilot Program.

Staff Contact:
Dominic Jones, Building Decarbonization Program Manager, City Manager's Office, 360.753.8347

Presenter(s):
Dominic Jones, Building Decarbonization Program Manager

Background and Analysis:
Safe Housing and Rental Efficiency (SHARE) Accelerator
The SHARE Accelerator is a voluntary City of Olympia pilot program, developed by Climate and Housing staff through a partnership with Olympia Community Solar (OCS). The program aims to connect owners of affordable rental housing within city limits to funding, guidance, and resources to streamline energy efficiency as well as health and safety upgrades. The pilot will support 10 rental units between 2026-2029, helping to create healthier, safer, and more energy-efficient homes.

To participate in the SHARE Accelerator pilot, rental properties must meet the following requirements:

1. **Eligible units:** Single-family rental properties or 2-4 unit multifamily buildings (including ADUs).
2. **Location:** Properties must be located within Olympia City Limits.
3. **Affordable rents:** Landlords must charge affordable rents for the unit participating in the SHARE Accelerator Program. This includes:

- Subsidized affordable housing, such as Project Based-Section 8 housing, Low-Income Housing Tax Credit Properties, and housing projects with local Home Fund or statewide Housing Trust Fund investment.
- Naturally occurring rental housing that is affordable for households at 80% of the area median income (AMI).
- Rental housing that is occupied by low-income households, defined as 80% AMI, including multifamily buildings where greater than 50% of the households earn 80% or less of AMI

4. **Rental Registry and Inspection Program compliance:** Properties must be in compliance with the City's Rental Registry and Inspection Program.

SHARE Accelerator program benefits to property owners include:

- Two building assessments: A rental housing inspection, meeting Rental Registry and Inspection Program requirements, and an energy audit.
- A custom upgrade report outlining a recommended scope for health, safety, and efficiency improvements, as well as connections to external funding and financing.
- Program-exclusive incentives, up to $15,000 per rental unit from existing program funds.
- Up to 30 hours of free technical assistance and project management support to complete building upgrades, valued at over $5,000.
- Waiver of annual Rental Registration fees, and exemption from the participating unit's regularly scheduled rental housing inspection

Building owners participating in the SHARE Accelerator will be required to execute a 7-year Affordability Covenant, requiring the building owners to maintain the use of the property as an affordable rental unit as a condition of receiving program assistance.

Climate Analysis:
The proposed action directly supports the City's climate goals and policies by implementing Comprehensive Plan Climate Policy PL5.8 "Provide technical guidance and other incentives to encourage electrification and energy efficiency retrofits in existing buildings. Prioritize retrofits in overburdened communities and include protections to avoid displacement and financial burden on renters and small businesses".

Residential buildings are one of the largest sources of greenhouse gas emissions in Olympia, and providing energy efficiency retrofits through the SHARE Accelerator will enable a long-term reduction in greenhouse gas emissions.

Equity Analysis:
The SHARE Accelerator Program directly benefits low-income rental households by supporting energy efficiency retrofits for owners of affordable rental properties. Reducing the upfront cost of energy efficiency improvements for landlords addresses the rental unit split incentive, where property owners pay for energy upgrades, while tenants receive the savings from reduced utility costs. Heat pump space conditioning and weatherization retrofits also offer resilience co-benefits, including access to cooling, as well as improved comfort and indoor air quality.

Another benefit to low-income households includes the preservation of affordable rental housing in Olympia. As part of participation in the SHARE Accelerator, participating property owners execute an

Affordability Covenant, ensuring the rental unit charges affordable rents, and is maintained as a rental property for a seven-year period.

Neighborhood/Community Interests (if known):
In 2023, the City of Olympia conducted an Assessment of Fair Housing in Collaboration with Thurston County, and the Housing Authority of Thurston County. Of the 600+ total community survey respondents, approximately 300 were renters and 80 were Housing Choice Voucher participants. The top three environmental health concerns by renters were high heating costs or insufficient heat, high cooling costs, or insufficient cooling, and mold.

Financial Impact:
The SHARE Accelerator is fully funded by one-time grant opportunities. This includes a $350,000 award from the US Department of Energy Buildings Upgrade Prize, as well as a $350,000 PSE Decarbonization Grant. These grants do not require matching funds.

Options:
1. Receive a briefing on SHARE Pilot Program.
2. Do not receive a briefing on SHARE Pilot Program.
3. Take other action.

Attachments:
None

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

City Council

Approval of a Resolution Authorizing 2026-2028 Inspire Olympia Funding

Agenda Date: 6/16/2026
Agenda Item Number: 6.B
File Number:26-0417

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

Title
Approval of a Resolution Authorizing 2026-2028 Inspire Olympia Funding

Recommended Action
Committee Recommendation:
The Community Livability and Public Safety Committee and the Cultural Access Advisory Board recommend approval of a Resolution authorizing 2026-2028 Inspire Olympia funding.

City Manager Recommendation:
Move to approve a Resolution authorizing 2026-2028 Inspire Olympia funding.

Report Issue:
Whether to approve a Resolution authorizing 2026-2028 Inspire Olympia funding.

Staff Contact:
Marygrace Goddu, Inspire Olympia Program Manager, Community Planning & Economic Development, 360.480.0923

Presenter(s):
Marygrace Goddu, Inspire Olympia Program Manager
Melissa Meade, Cultural Access Advisory Board Chair

Background and Analysis:
The Inspire Olympia Cultural Access Program is funded through a one-tenth of one percent sales tax approved for the period of January 2023 through December 2029. Revenue generated through the program supports local nonprofit organizations whose missions focus on arts, culture, heritage, and science, and offer public programs for the Olympia community. The program is intended to strengthen these organizations, expand community programming, and increase equitable access to cultural experiences throughout Olympia.

The Inspire Olympia Cultural Access Advisory Board (CAAB) advises the City Council on implementation of the program, reviews grant applications and annually recommends grant contract award amounts for individual organizations and an amount to support Cultural Access programming in Olympia public schools.

The CAAB funding recommendation includes award amounts for applicants in two grant categories.

- Impact Grants provide one-year contracts ranging from $5,000 to $50,000 for small, emerging, and fiscally sponsored organizations.
- Comprehensive Grants are two-year contracts of up to $85,000 per year offered to larger organizations with a history of community presence.

Funding for Cultural Access in Olympia Public Schools (CAPS) supports classroom educational activities and field trips led by Inspire Olympia organizations, and provides reimbursement to the school district for transportation costs associated with Inspire Olympia field trips.

This business item presents the recommended funding awards for:

- 2026-2027 one-year Impact Grant contracts;
- 2026-2028 two-year Comprehensive Grant contracts; and
- a CAPS allocation for the 2026-2027 school year

Application Review Process

Ninety-four eligible organizations submitted proposals for the current funding cycle, including 17 applicants for two-year Comprehensive Grant contracts and 77 applicants for one-year Impact Grant contracts.

Applications are evaluated against multiple criteria that differ slightly for Impact vs. Comprehensive applicants, in each of the following areas:

- Programming merit and value
- Community engagement and impact
- Commitment to equity and access
- Youth programming (if applicable)
- Capacity and feasibility (for Impact Grants) or management and operations (for Comprehensive Grants)

The detailed criteria are attached with this staff report.

Application Guidelines are published each year that share these review criteria and explain how to apply for funding. The Guidelines include detailed examples to help applicants understand how the criteria could apply to their work, as well as prompts and examples for every question in the application to help applicants fully answer each one. See Application Components attached with this staff report, for the application questions and prompts from Inspire Olympia's Guidelines.

This year, two review panels were convened to evaluate and score Impact Grant applications and a third for Comprehensive Grant applications. Each panel was composed of volunteers who have active interest or relevant experience in sectors of the cultural community and/or related areas like education, the nonprofit sector, regional and local economic development, and cultural access. Diverse representation is sought across science and cultural sectors, lived experiences, professional and volunteer work, and minority groups. One or more CAAB members also served on each review panel. A list of this year's Review Panel members is attached with this staff report.

Review Panelists participated in an orientation and practice session before reviewing and scoring

applications, and also engaged in group discussion of the proposals assigned to them.

Reviewers' scores were averaged to determine a final score for each applicant, and the panels discussed qualitative groupings within the ranked results. They identified high-scoring proposals to be recommended for full funding and also suggested ranges of scores to receive partial funding. These recommendations and the final scores were forwarded to the full CAAB, completing the qualitative review process.

At a scheduled public meeting, the CAAB reviewed the final scores with applicant names redacted to reduce bias. The Board considered the panels' recommended ranges for partial and full funding, discussed and agreed on adjustments to stay within the available budget, and set the individual award amounts conveyed in this recommendation.

Cultural Access Fund Revenue
In 2025, the CAAB adopted and City Council approved a four-year spending plan for the Cultural Access Fund that will fully utilize available funds, increase community impact, and offer steady funding levels over time, supporting our mission to serve as a reliable source of public funding. The plan had three important objectives:

- Increase the grant award opportunity for both Comprehensive and Impact funding pathways.
- Spend down the Cultural Access Fund gradually, safeguarding its reliability through highly uncertain economic conditions.
- Target a fund balance by 2029 that equals ten to twenty percent of our annual obligations, or about $500 - $600k.

Recommendation
The funding recommendation presented for approval is based on the qualitative scoring conducted by the Review Panels, an understanding of available resources within the Cultural Access Fund, and the adopted four-year spending plan:

- Award $2,057,243 to sixty-eight applicant organizations for 2026-2027 Impact Grant Contracts

- Award $2,402,090 to17 applicant organizations for 2026-2028, two-year Comprehensive Grant contracts

- Allocate $390,000 to support the Cultural Access in Olympia Public Schools (CAPS) program in the 2026-2027 grant period.

Attached with this staff report is a list of the organizations recommended for funding, with each organization's mission statement and proposed deliverables (as of the application closing date; some may be adjusted prior to contracting).

Climate Analysis:
There is no direct climate impact from this recommendation. Inspire Olympia funding supports multiple programs that seek to understand the human impact on the natural world and our climate, and to grow future innovators, creatives, and leaders.

Equity Analysis:
Achieving greater equity through enhanced access to the arts, science and culture is a fundamental goal of Inspire Olympia that has informed Inspire Olympia's funding priorities, granting framework, eligibility criteria, and the evaluation process that leads to annual funding recommendations.

As funded organizations report on their activities, Inspire Olympia works to assess public benefit, identify gaps, and analyze how and where access to creative opportunities and experiences can be enhanced.

Neighborhood/Community Interests (if known):
As a voter-approved taxing program, Inspire Olympia holds considerable public interest. Outgoing payments to funded organizations are linked to required reporting to ensure accountability.

Financial Impact:
Inspire Olympia is funded by one-tenth of one percent of City of Olympia sales tax, deposited into the Cultural Access Fund. Annual cultural access tax revenue for July 1 2026 through June 30, 2027 is projected at $3,380,152.

Total program expenditures are intentionally planned to exceed annual Cultural Access Tax income through 2029, so that revenue accrued prior to the grant program's launch is gradually distributed through competitive contracts with organizations.

Options:
1. Move to approve a Resolution authorizing 2026-2028 Inspire Olympia funding.
2. Move to approve a Resolution authorizing 2026-2028 Inspire Olympia funding with amendments.
3. Take other action.

Attachments:
Resolution
CAAB Comprehensive Recommendation Detail
Summary of Comprehensive Applications
CAAB Impact Recommendation - Detail
Summary of Impact Applications
Application Components
Application Review Criteria
2026 Review Panelists

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING FUNDING FOR ONE AND TWO-YEAR INSPIRE OLYMPIA CONTRACTS AND AN ANNUAL ALLOCATION FOR CULTURAL ACCESS PROGRAMS IN OLYMPIA PUBLIC SCHOOLS

WHEREAS, the Inspire Olympia Cultural Access Program is funded by one-tenth of one percent of Olympia's sales tax, effective January 2023 for a period of seven years, with revenues deposited into the Cultural Access Fund to be used to support the work of local cultural organizations who offer public programming in the arts, science, culture, or heritage for the residents of Olympia; and

WHEREAS, the Cultural Access Advisory Board (CAAB) was established to advise City Council on implementation of Inspire Olympia, recommend funding guidelines for cultural access programming consistent with state law, review grant applications that meet criteria for providing public benefit, and make recommendations to City Council for funding of programs to meet those objectives; and

WHEREAS, Inspire Olympia's funding goals and granting framework were developed by the CAAB and approved by City Council to promote equity in the distribution of funds to eligible and qualified organizations and to annually allocate funding for Cultural Access in Olympia Public Schools, including student transportation; and

WHEREAS, 94 eligible cultural organizations submitted proposals for Inspire Olympia funding which were reviewed and scored by three Review Panels that included seven CAAB members plus 11 members of the public, who considered the public benefit of each proposal, scored them in light of program funding goals and key qualitative merits, and forwarded their scores to the full CAAB for consideration in a public meeting; and

WHEREAS, the CAAB considered the current Cultural Access Fund balance and a long-term spending plan previously approved by City Council to set an overall spending goal, and, in order to eliminate bias, developed recommendations for individual funding awards based on the scores forwarded from the Review Panels with the names of the applicant organizations redacted; those recommendations are reflected in the spreadsheet [or whatever document] attached to this Resolution as Exhibit 1; and

WHEREAS, the Council's Community Livability and Public Safety Committee has recommended approval of the CAAB recommendation, which includes awards to organizations for one- and two-year contracts for cultural services beginning July 1, 2026 and a funding allocation for Cultural Access in Public Schools for the 2026-27 School Year.

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL RESOLVES as follows:

1. The Olympia City Council hereby approves the funding recommendation of the CAAB for cultural access programming in public schools for the coming school year, for one-year Impact contract awards for the 2026 -2027 granting cycle, and for two-year Comprehensive contract awards for the 2026-2028 grant cycle, and the terms and conditions contained therein.

2. The City Manager is directed and authorized to execute on behalf of the City of Olympia all approved contracts, and any other documents necessary, and to make any amendments or minor modifications as may be required and are consistent with the intent of the funding recommendation, and to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
_____
SENIOR DEPUTY CITY ATTORNEY

2026-27 Impact Grant Contract Awards

Artists With Ecology	$ 50,000.00	Multicultural Service Center of South Sound	$ 22,500.00	South Sound Maritime Heritage Association	$ 37,500.00
Asian Pacific Islanders Coalition of SPS	$ 25,000.00	Nisqually Reach Nature Center	$ 50,000.00	South Sound Story Guild	$ 4,000.00
Capital City Chorus	$ 37,500.00	Olympia Arts & Heritage Alliance	$ 37,500.00	South Sound Studio Tour	$ 25,000.00
Capital City Pride	$ 50,000.00	Olympia Artspace Alliance	$ 37,500.00	String and Shadow Puppet Theater	$ 37,500.00
Community Print	$ 25,000.00	Olympia Chamber Orchestra	$ 25,000.00	TCMedia	$ 25,000.00
Computer Upcycle Project	$ 15,000.00	Olympia Family Theater	$ 37,500.00	Team-Tomorrow	$ 37,500.00
Creative Theatre Experience	$ 37,500.00	Olympia Film Society	$ 25,000.00	Terra Forma Education	$ 25,000.00
Death Dancer	$ 25,000.00	Olympia Historical Society & Bigelow House	$ 25,000.00	The 3rd Thing	$ 25,000.00
DECAY (Diverse Events & Creative Arts Yard)	$ 50,000.00	Olympia Jazz Central	$ 7,500.00	The Commons at Fertile Ground	$ 15,000.00
Deschutes Estuary Restoration Team	$ 25,000.00	Olympia Junior Programs	$ 37,500.00	The Four Lodges Foundation	$ 37,500.00
Earthbound Productions	$ 50,000.00	Olympia Kato Sister City Association	$ 6,250.00	The Many Trees Project	$ 18,000.00
Ecostudies Institute	$ 12,500.00	Olympia Music History Project	$ 25,000.00	The Olympia Peace Choir	$ 30,000.00
Ecstatic Sound Collective - Olympia Funk Festival	$ 50,000.00	Olympia Musical Theatre	$ 18,750.00	Theater Artists Olympia	$ 37,500.00
Free Music Olympia	$ 50,000.00	Olympia Youth Chorus	$ 30,000.00	Thurston Climate Action Team	$ 22,500.00
Haki Farmers Collective	$ 37,500.00	OURstory Community at Rebecca Howard Park	$ 18,666.00	Thurston Conservation District- South Sound Green	$ 37,500.00
Hispanic Roundtable of South Sound (HRT)	$ 30,000.00	Pacific Northwest Theater	$ 50,000.00	Thurston County Museum of Fine Arts	$ 50,000.00
hummingbird studio	$ 50,000.00	Rainbow Community Arts Olympia	$ 30,000.00	Triceratops Technology Resources	$ 37,500.00
ISM Festival	$ 15,000.00	Restoring Earth Connection	$ 7,612.00	Unforgettable Art Programs	$ 15,000.00
Lacey MakerSpace	$ 37,500.00	Rueda de Olympia	$ 4,790.00	Washington Stars Quilt Guild	$ 15,000.00
Master Gardener Foundation of Thurston County	$ 24,000.00	Samba Olywa	$ 22,675.00	Western Wildlife Outreach	$ 25,000.00
Masterworks Choral Ensemble	$ 37,500.00	South Puget Sound Salmon Enhancement	$ 25,000.00	Window Seat Media	$ 25,000.00
Mi Chiantla	$ 22,500.00	South Sound Dance Access	$ 50,000.00	YWCA of Olympia	$ 50,000.00
Moving Parts Dance	$ 50,000.00	South Sound Eco-Network	$ 25,000.00	**2026-27 Impact Funding TOTAL**	**$ 2,057,243.00**

2 Year Comprehensive Grant Contract Awards

	2-Year Contract	2026-27
Arbutus Folk School	$ 170,000.00	$ 85,000.00
Ballet Northwest	$ 153,000.00	$ 76,500.00
CIELO*		$ 45,000.00
Emerald City Music	$ 126,000.00	$ 63,000.00
Garden Raised Bounty	$ 170,000.00	$ 85,000.00
Hands on Children's Museum	$ 170,000.00	$ 85,000.00
Harlequin Productions	$ 170,000.00	$ 85,000.00
Indigenous Performance Productions	$ 149,839.20	$ 74,919.60
Olympia Community Sailing	$ 57,500.00	$ 28,750.00
Olympia Symphony Orchestra	$ 106,056.00	$ 53,028.00
Pacific Shellfish Institute	$ 170,000.00	$ 85,000.00
Pizza Klatch	$ 142,426.80	$ 71,213.40
Puget Sound Estuarium	$ 170,000.00	$ 85,000.00
Student Orchestras of Greater Olympia	$ 170,000.00	$ 85,000.00
The Bridge Music Project	$ 158,596.00	$ 79,298.00
The Hawk Foundation	$ 148,671.90	$ 74,335.95
Washington Center for the Performing Arts	$ 170,000.00	$ 85,000.00
	$ 2,402,089.90	**$ 1,246,044.95**

Comprehensive Award Recommendations 2026-2028

	SCORE	TOTAL REQUEST	PER YEAR		2 year Contract	per year	
Washington Center for the Performing A	**82%**	$ 170,000.00	$ 85,000.00	1	$ 170,000.00	**$ 85,000.00**	
Garden Raised Bounty	**79%**	$ 170,000.00	$ 85,000.00	1	$ 170,000.00	**$ 85,000.00**	
Puget Sound Estuarium	**78%**	$ 170,000.00	$ 85,000.00	1	$ 170,000.00	**$ 85,000.00**	
Pacific Shellfish Institute	**75%**	$ 170,000.00	$ 85,000.00	1	$ 170,000.00	**$ 85,000.00**	
The Bridge Music Project	**75%**	$ 158,596.00	$ 79,298.00	1	$ 158,596.00	**$ 79,298.00**	
Hands on Childrens Museum	**75%**	$ 170,000.00	$ 85,000.00	1	$ 170,000.00	**$ 85,000.00**	
Arbutus Folk School	**73%**	$ 170,000.00	$ 85,000.00	1	$ 170,000.00	**$ 85,000.00**	
Harlequin Productions	**71%**	$ 170,000.00	$ 85,000.00	1	$ 170,000.00	**$ 85,000.00**	
Student Orchestras of Greater Olympia	**71%**	$ 170,000.00	$ 85,000.00	1	$ 170,000.00	**$ 85,000.00**	
Ballet Northwest	**68%**	$ 170,000.00	$ 85,000.00	0.9	$ 153,000.00	**$ 76,500.00**	
Emerald City Music	**66%**	$ 140,000.00	$ 70,000.00	0.9	$ 126,000.00	**$ 63,000.00**	
Indigenous Perfromance Productions	**65%**	$ 166,488.00	$ 83,244.00	0.9	$ 149,839.20	**$ 74,919.60**	
Pizza Klatch	**64%**	$ 158,252.00	$ 79,126.00	0.9	$ 142,426.80	**$ 71,213.40**	
CIELO	**63%**	$ 50,000.00	$ 50,000.00	0.9		**$ 45,000.00**	
The Hawk Foundation	**63%**	$ 165,191.00	$ 82,595.50	0.9	$ 148,671.90	**$ 74,335.95**	
Olympia Symphony Orchestra	**62%**	$ 117,840.00	$ 58,920.00	0.9	$ 106,056.00	**$ 53,028.00**	
Olympia Community Sailing	**50%**	$ 115,000.00	$ 57,500.00	0.5	$ 57,500.00	**$ 28,750.00**	
					$ 2,402,089.90	**$ 1,246,044.95**	
						$ 2,057,243.50	IMPACT TOT
						$ 3,303,288.45	TOTAL

ГАL

Name of Organization	Organization's Published Mission Statement	What deliverables will you complete between July 1 and December 31, 2026?	What deliverables will you complete between January 1 and June 30, 2027?	What deliverables will you complete between July 1 and December 31, 2027?	What deliverables will you complete between January 1 and June 30, 2028?
Arbutus Folk School	Enriching lives and building community through experiential learning in arts, craft, and culture.	5-10 scholarships awarded 3-6 sliding scale classes offered 1-2 partner workshops offered 1 week of art camp	5-10 scholarships awarded 3-6 sliding scale classes offered 1-2 partner workshops offered Finalize new website	5-10 scholarships awarded 3-6 sliding scale classes offered 1-2 partner workshops offered 1 week of art camp Finalize acoustical treatment	5-10 scholarships awarded 3-6 sliding scale classes offered 1-2 partner workshops offered Increase staff FTE and/or wages
Ballet Northwest	Ballet Northwest (BNW) is a community-based group dedicated to promoting dance as a performing art. We produce performances featuring primarily local dancers; offer educational and outreach opportunities for performers and the community; and promote the art of dance in Southwest Washington.	Stage the annual production of The Nutcracker at the WA Center – 8 shows, including 60 company dancers, 1 guest professional dancer, and 135 community dancers, for an audience 7,105. Distribute 500 free tickets to The Nutcracker in collaboration with schools, social service agencies, and other community partners. Host a guest professional company performance at the WA Center for 500 audience members. BNW teaching artists provide in-school introductory dance classes at 11 OSD schools, serving approximately 3,200 students. BNW costumed dancers from The Nutcracker visit the Hands On Children's Museum – 3 visits, 4 dancers each time.	Co-produce the Olympia Dance Festival with the WA Center – featuring approximately 200 regional dancers and a guest professional dancer, for an audience of 987. Stage the production of Don Quixote (May 7-9, 2027) at the WA Center for an audience of 2,000. Distribute 500 free tickets to Don Quixote in collaboration with schools, social service agencies, and other community partners. Host a special free student matinee of Don Quixote during the school day with a stage talk for 800 K-5 students from Thurston and Mason counties. Host the 2027 Young Choreographer's Showcase at Capital High School Performing Arts Center – featuring the work of 60 dancers (ages 12-18), including 15 local choreographers and 45 performers, for an estimated audience of 350 people. Distribute 100 free tickets to the Young Choreographer's Showcase in collaboration with schools, social service agencies, and other community partners.	Stage the annual production of The Nutcracker at the WA Center – 8 shows, including 60 company dancers, 1 guest professional dancer, and 135 community dancers, for an audience 7,105. Distribute 500 free tickets to The Nutcracker in collaboration with schools, social service agencies, and other community partners. Host a guest professional company performance at the WA Center for 500 audience members. BNW teaching artists provide in-school introductory dance classes at 11 OSD schools, serving approximately 3,200 students. BNW costumed dancers from The Nutcracker visit the Hands On Children's Museum – 3 visits, 4 dancers each time.	Co-produce the Olympia Dance Festival with the WA Center – featuring approximately 200 regional dancers and a guest professional dancer, for an audience of 987. Stage the production of Coppelia (May 12-14, 2028) at the WA Center for an audience of 2,000. Distribute 500 free tickets to Coppelia in collaboration with schools, social service agencies, and other community partners. Host a special free student matinee of Coppelia during the school day with a stage talk for 800 K-5 students from Thurston and Mason counties. Host the 2028 Young Choreographer's Showcase at Capital High School Performing Arts Center – featuring the work of 45 dancers (ages 12-18), including 15 local choreographers and 30 performers, for an estimated audience of 350 people. Distribute 100 free tickets to the Young Choreographer's Showcase in collaboration with schools, social service agencies, and other community partners.
CIELO	CIELO's mission is to promote community, self sufficiency, and leadership of Latinos in the South Puget Sound.	CIELO proposes the following deliverables between July 1 and September 30, 2026: Host 3-to-4 cultural community sharing gatherings for Indigenous immigrant families (20–40 participants per gathering), featuring traditional food, storytelling, and cultural practices, with intentional space for those experiencing isolation and fear due to increased ICE presence. The gatherings will be held in trusted, community-informed locations with trained volunteers and allies present to welcome participants, monitor the space, and help maintain a safe, supportive, and non-threatening environment that will help shield participants in case of ICE presence. Provide 1 cultural exchange gathering (15–25 participants each) focused on community healing, and intergenerational knowledge sharing. Engage 2 cultural leaders to facilitate gatherings. Conduct outreach to community through multilingual communication (Spanish and Indigenous languages) to reach individuals who may be isolated or hesitant to access services. Distribute basic needs support (e.g., gas cards, resource navigation) to families during gatherings to reduce barriers to participation and support community members impacted by immigration-related stressors.	During this quarter, CIELO will continue to provide culturally grounded programming that fosters connection, healing, and resilience among Indigenous immigrant families, particularly those experiencing heightened isolation during the winter months and ongoing fear related to immigration enforcement. Through trusted community spaces, we will center cultural traditions, collective care, and access to resources. Host 2-3 cultural community sharing gatherings for Indigenous immigrant families (20–40 participants per gathering), incorporating seasonal cultural traditions (i.e., Dia de los Muertos), food, storytelling, and community healing practices in a trusted, welcoming environment. Provide 1 cultural exchange dinner (15–25 participants each) focused on cultural preservation, wellness, and leadership development. Engage 2–3 community cultural leaders to lead gatherings and workshops. Conduct outreach to community members through multilingual communication (Spanish and Indigenous languages), prioritizing individuals who are isolated or hesitant to access services. Distribute basic needs support (e.g., traditional foods, winter supplies, resource navigation) to families to reduce barriers to participation and support community stability during the winter season.	During this quarter, CIELO will deepen its commitment to culturally rooted community care by continuing to offer safe, trusted spaces for Indigenous immigrant families navigating ongoing isolation, seasonal challenges, and fear related to immigration enforcement, while strengthening community connections, cultural resilience, and access to essential resources. Host 3–4 cultural community sharing gatherings for Indigenous immigrant families (20–40 participants per gathering), centered on cultural traditions, storytelling, and collective healing in a safe and welcoming environment. Provide 1-2 culturally responsive workshops (15–25 participants each) focused on know your rights, wellness, cultural preservation, and community leadership. Engage 2–3 community cultural leaders and facilitators to guide gatherings and workshops. Conduct outreach to community members through multilingual communication (Spanish and Indigenous languages), prioritizing those experiencing isolation or barriers to services. Distribute basic needs support (e.g., food, seeds for growing traditional foods, resource navigation, seasonal supplies) to 40–60 families to reduce participation barriers and support overall well-being.	During this final quarter, CIELO will focus on transitioning the cultural community sharing gatherings into a community-led and community-sustained model. Building on relationships and leadership developed throughout the year, we will support community members to take an active role in planning, facilitating, and shaping future gatherings. This approach will strengthen long-term sustainability, ensuring that these culturally rooted spaces continue beyond the grant period while remaining responsive to the needs, traditions, and leadership of Indigenous immigrant community members. Support 3 cultural sharing gatherings, with increasing roles for community members in planning, facilitation, and coordination. Facilitate 1 leadership development sessions or planning meetings for 10–15 emerging community leaders to build skills in organizing, facilitation, and cultural programming. Provide mentorship and logistical support to community members to co-lead or independently lead elements of gatherings. Continue distributing basic needs support (e.g., food, basic necessities) to families while identifying community-led strategies for ongoing support beyond the grant period.

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Emerald City Music	ECM refreshes the chamber music experience by creating a platform of artistic excellence where artists and audiences transform one another. We serve diverse Puget Sound communities, present genre-crossing programming, and design intimate, welcoming concert experiences that foster connection, reflection, and mutual transformation between performers and listeners of all ages.	Q1: July – September 2026 Finalize season programming, artist contracts, and venue agreements for Year One Mainstage slate Confirm OSD school residency partnerships and schedule fall residency dates Assess experience and procedure from May 2026 pre-Mainstage student lobby performance Launch structured post-event survey tools developed in prior cycle Confirm Animal Fire Theatre Company co-production timeline and creative development schedule Finalize Chamber Music Karaoke Olympia launch dates (minimum 1 event this cycle year) Review equity and access amongst patron printed materials, make adjustments where possible for upcoming season Q2: October – December 2026 Present three (3) Mainstage concerts at Minnaert Center, Capital High School PAC, or Good Shepherd Lutheran Church, each with pre-concert chat Work with educational partners to identify and develop student groups for pre-Mainstage lobby performances Conduct Fall OSD school residency (3 school visits across at least 2 schools), serving approximately 600–750 students Distribute free tickets to OSD and SPSCC partners for fall concerts Collect and review Q1–Q2 audience demographic and access data via updated ticketing system	Q3: January – March 2027 Present two (2) Mainstage concerts with pre-concert chats and lobby student ensemble performances Conduct Winter/Spring OSD school residency (minimum 3 school visits), serving approximately 600–750 students Host one (1) Chamber Music Karaoke events in Olympia Continue free and subsidized ticket distribution through OSD, SPSCC, and SOGO partnerships Mid-cycle board equity review: assess board recruitment pipeline and onboarding process progress Q4: April – June 2027 Present two (2) Mainstage concerts with pre-concert chats and lobby student ensemble performances Present Animal Fire Theatre Company co-production (Romeo and Juliet) Compile Year One impact report: total Olympia audience, students served, subsidized access percentage, new household attendance rate Begin Year Two season planning and partner outreach Make adjustments to fee structure, discounted tickets and other access enhancements from reporting	Q1: July – September 2027 Finalize Year Two Mainstage programming, artist contracts, and venue agreements Confirm OSD school residency partnerships and schedule fall residency dates Work with educational partners not only to identify and develop pre-Mainstage student performances, but also arrange for professional coaching by ECM artists Host one (1) Chamber Music Karaoke event in Olympia Review and refine evaluation tools based on Year One data Assess Chamber Music Karaoke Olympia engagement and confirm Year Two event schedule (minimum 2 events this cycle year) Report Year One outcomes to City of Olympia Review equity and access amongst patron printed materials, make adjustments where possible for upcoming season Q2: October – December 2027 Present three (3) Mainstage concerts with pre-concert chats and lobby student ensemble performances Implement first round of student lobby performer coachings Conduct Fall OSD school residency (minimum 3 school visits across at least 2 schools), serving approximately 600–750 students Distribute free tickets to OSD and SPSCC partners for fall concerts Collect Q1–Q2 audience demographic and access data; assess progress toward 2,600–3,000 audience goal	Q3: January – March 2028 Present two (2) Mainstage concerts with pre-concert chats and lobby student ensemble performances Conduct Winter/Spring OSD school residency (minimum 3 school visits), serving approximately 600–750 students Host one (1) Chamber Music Karaoke event in Olympia Continue free and subsidized ticket distribution through OSD, SPSCC, and SOGO partnerships Conduct full board equity review: assess representation, onboarding practices, and recruitment outcomes Q4: April – June 2028 Present two (2) Mainstage concerts with pre-concert chats and lobby student ensemble performances Complete 3rd or 4th total Chamber Music Karaoke events across Year Two Implement first round of student lobby performer coachings Compile final cycle impact report: total Olympia audience (target 2,600–3,000 per year), students served (target 1,500 per year), subsidized access percentage, new household attendance rate Submit final grant reporting to City of Olympia Begin next cycle partnership outreach and renewal planning Implement any internal guidelines documentation, bylaws revisions, or other management changes from board equity reviews

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GRuB	GRuB grows healthy food, people, and community. With roots in the land, we create opportunities for people to learn, lead, and thrive.	Youth Programs Train 1–2 Farm Crew Leads and 2 Farm Assistants (ages 16–24, alumni). Engage 15–20 youth per month (ages 16–19) in land-based learning, leadership skill building, and hands-on farm experiences. Weekly cultural sharing sessions including storytelling, communal meals, reading, and visits from community guests. Growing Home Collective Hold 3 Core Advisory meetings to plan summer events and the annual fundraiser. Present 2 workshops on ancestral plant technologies and foodways at community events. Provide fresh produce through GRuB marketstand and U-Pick for 10 Black households. Host 1 culturally relevant foods workshop integrated with youth programming. Conduct 1 Food Stories Committee meeting to guide program activities. Organize 1 field trip to a regional Black farm organization. GRuB Garden Project Offer monthly free backyard gardening workshops for community members. Provide individualized mentorship and technical support to gardeners. Host a fall gardener celebration event to recognize participants' accomplishments. Community Connections Engage 50 volunteers in hands-on farming and land-based learning activities. Host a community carnival with 75+ participants, featuring farm activities and workshops for families. Conduct 1 Community Engagement Gathering with 25+ attendees. Run 3 monthly Wednesday gatherings integrating music, hands-on workshops, and farm activities for 25+ people each. Partner with 3 organizations to host heritage or cultural programming on site. Support 2+ cultural groups through fiscal	Youth Programs Train 1–2 Farm Crew Leads and 2 Farm Assistants (ages 16–24, alumni). Engage 10–15 youth per month (ages 16–19) in land-based learning, leadership development, and farm skill-building. Continue weekly cultural sharing, including storytelling, communal meals, reading, and visits from community guests. Growing Home Collective Conduct 1 Core Advisory community visioning retreat. Hold 3 Core Advisory meetings to plan spring events and outreach. Host 1 Black History Month cooking workshop for the community. Organize 1 spring foraging event. Conduct 1 Food Stories Committee meeting to guide programming. GRuB Garden Project Open applications for free backyard gardens. Provide orientation and support for new gardeners joining the program. Community Connections Engage 25+ volunteers in hands-on farming and land-based learning. Conduct 1 Community Engagement Gathering with 25+ attendees. Partner with 2 organizations to host heritage or cultural programming at GRuB. Facilitate 2 special field trips or work groups for participants. Support 2+ cultural groups through fiscal sponsorship.	Youth Programs Train 1–2 Farm Coordinators and 3–5 Farm Assistants (ages 16–24, alumni). Engage 15–20 youth per month (ages 16–21) in career readiness, leadership, and land-based learning. Continue weekly cultural sharing sessions with storytelling, meals, reading, and visits from community guests. Growing Home Collective Hold 3 Core Advisory meetings to plan summer events. Present 2 workshops on ancestral plant technologies and foodways at community events. Provide fresh produce via GRuB marketstand and U-Pick for 10 Black households. Host 1 culturally relevant foods workshop. Conduct 1 Food Stories Committee meeting. Organize 1 field trip to a regional Black farm organization. GRuB Garden Project Offer one free backyard gardening workshop focused on winter gardening and seasonal preparation. Conduct gardener surveys to assess progress toward personal goals and inform programming for the upcoming season. Community Connections Engage 25+ volunteers in hands-on farming and land-based learning. Conduct 1 Community Engagement Gathering with 25+ attendees. Partner with 2 organizations to host heritage or cultural programming at GRuB. Facilitate 2 special field trips or work groups for participants. Support 2+ cultural groups through fiscal sponsorship.	Youth Programs Train 1–2 Farm Crew Leads and 2 Farm Assistants (ages 16–24, alumni). Engage 10–15 youth per month (ages 16–19) in land-based learning, leadership development, and farm skill-building. Continue weekly cultural sharing sessions. Growing Home Collective Hold 1 Core Advisory visioning retreat. Conduct 3 Core Advisory meetings for spring and summer planning. Host 1 Black History Month cooking workshop. Organize 1 spring foraging event. GRuB Garden Project Build 25+ backyard gardens for residents. Build/support 1 new and 3–5 existing community gardens, including training, seedlings, and technical support. Offer monthly backyard gardening workshops. Host "May There Be Gardens" event with 75+ participants building 10 gardens. Community Connections Engage 100+ volunteers in hands-on farming and land-based learning. Host Juneteenth celebration for 50+ participants. Conduct 2 monthly gatherings with 25+ attendees. Partner with 3 organizations for heritage or cultural programming. Facilitate 2 special field trips or work groups. Support 2+ cultural groups via fiscal sponsorship.
Hands On Children's Museum	Our mission is to stimulate curiosity, creativity, and critical thinking through fun, interactive and engaging exhibits and learning experiences for children, families, and the community.	Provide approximately 17,000 visitors with reduced admission ($3 per person) through the Museums for All Program by showing their card (EBT, WIC, Apple Health, F&R School Lunch, Foster) at the front desk. Serve approximately 3,000 low- and moderate-income visitors through monthly First Friday Nights. Provide free admission to approximately 990 children, family members, and caseworkers for court-ordered supervised visits. Afterschool programming for Olympia students in collaboration with schools and/or Boys & Girls Clubs of Thurston County – Olympia branch – estimated 36 sessions. Visitors redeeming sponsored field trip / outreach passes – approximately 164. Approximately 185 students and caregivers served by OSD Early Learning program sessions held at the museum.	Provide approximately 17,000 visitors with reduced admission ($3 per person) through the Museums for All Program by showing their card (EBT, WIC, Apple Health, F&R School Lunch, Foster) at the front desk. Serve approximately 3,000 low- and moderate-income visitors through monthly First Friday Nights. Provide free admission to approximately 990 children, family members, and caseworkers for court-ordered supervised visits. Provide free field trips for OSD's nearly 600 kindergarten students, their teachers, and parent chaperones. Afterschool programming for Olympia students in collaboration with schools and/or Boys & Girls Clubs of Thurston County – Olympia branch – estimated 53 sessions. Visitors redeeming sponsored field trip / outreach passes – approximately 164. Approximately 225 students and caregivers served by OSD Early Learning program sessions held at the museum.	Provide approximately 17,000 visitors with reduced admission ($3 per person) through the Museums for All Program by showing their card (EBT, WIC, Apple Health, F&R School Lunch, Foster) at the front desk. Serve approximately 3,000 low- and moderate-income visitors through monthly First Friday Nights. Provide free admission to approximately 990 children, family members, and caseworkers for court-ordered supervised visits. Afterschool programming for Olympia students in collaboration with schools and/or Boys & Girls Clubs of Thurston County – Olympia branch – estimated 36 sessions. Visitors redeeming sponsored field trip / outreach passes – approximately 164. Approximately 185 students and caregivers served by OSD Early Learning program sessions held at the museum.	Provide approximately 17,000 visitors with reduced admission ($3 per person) through the Museums for All Program by showing their card (EBT, WIC, Apple Health, F&R School Lunch, Foster) at the front desk. Serve approximately 3,000 low- and moderate-income visitors through monthly First Friday Nights. Provide free admission to approximately 990 children, family members, and caseworkers for court-ordered supervised visits. Provide free field trips for OSD's nearly 600 kindergarten students, their teachers, and parent chaperones. Afterschool programming for Olympia students in collaboration with schools and/or Boys & Girls Clubs of Thurston County – Olympia branch – estimated 53 sessions. Visitors redeeming sponsored field trip / outreach passes – approximately 164. Approximately 225 students and caregivers served by OSD Early Learning program sessions held at the museum.

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Harlequin Productions	We seek to invigorate, educate, and empower our community and all people to feel more, think more, play more, and judge less through the mirror of real live theatre.	12–14 performances of Mainstage Production 4 (Million Dollar Quartet) 12–14 performances of Mainstage Production 5 (Barefoot in the Park) 19–21 performances of Mainstage Production 6 (Our Town), including 2 student matinees 10–12 performances of Mainstage Production 7 (Sanctuary City), including 1 student matinee 2 performances of Bold Voices Staged Reading 2 (Sweat) 1 performance of Halloween at Harlequin 2 performances of Bold Voices: Harlequin Miscast 21 performances of Mainstage Production 8 (Holiday Production)	Pilot High School Theatre Tech Internship serving 2-4 students, minimum 30 hours per student 16–18 performances of Mainstage Production 1 1 performance of How Much the Heart Can Hold – A Valentine's Oratorio 12–14 performances of Mainstage Production 2, including 2 student matinees 2 performances of Bold Voices Staged Reading 1 15–17 performances of Mainstage Production 3, including 1 student matinee	Pilot High School Theatre Tech Internship serving 2-4 students, minimum 30 hours per student 15–17 performances of Mainstage Production 4 (if applicable to season schedule) 2 performances of Bold Voices Staged Reading 2 12–14 performances of Mainstage Production 5, including 2 student matinees 12–14 performances of Mainstage Production 6 1 performance of Halloween at Harlequin 2 performances of Bold Voices: Harlequin Miscast 21 performances of Mainstage Production 7 (Holiday Production)	High School Theatre Tech Internship Program serving 2-4 students, minimum 45 hours per student 16–18 performances of Mainstage Production 1 1 performance of How Much the Heart Can Hold – A Valentine's Oratorio 12–14 performances of Mainstage Production 2, including 2 student matinees 2 performances of Bold Voices Staged Reading 1 15–17 performances of Mainstage Production 3, including 1 student matinee
Indigenous Performance Productions	Indigenous Performance Productions was created with the mission to produce, promote, present, manage and advance Indigenous storytelling through oral traditions, performing arts and documentary projects.	Premiere of "The Aunties" short films from sites in Olympia and Santa Fe in partnership with the Washington Center to be accompanied by a Native Arts and Craft Fair organized by IPP and hosted in the Washington Center's lobby. Estimated served 700 Screenings of "The Aunties" Olympia and Santa Fe shorts at Olympia High School (and hopefully Capitol High School) for film and Native student clubs. Estimated served 300 Publish and disseminate "State of Field" research study led by Dr. Jessica Fremland (commissioned in 2024, conducted in 2025 and being written now). Estimated reach is hard to estimate.	Premiere of "Sound of Dance" by Umatilla dance artist Acosia Red Elk in partnership with the Washington Center with school shows at Olympia School (and hopefully Capitol High School and Roosevelt Elementary School and more). Estimated served 2000+ Arrange educational workshops "PowWow Yoga" taught by Acosia Red Elk, in partnership with TBD (approaching the Squaxin Island Tribe, Evergreen's Longhouse)	Screen episodes of "Stories from the Warrior Society" from site in Tucson in partnership with the Washington Center to be accompanied by a Native Arts and Craft Fair organized by IPP and hosted in the Washington Center's lobby. Estimated served 700 Screenings of "Stories from the Warrior Society" from site in Tucson at Olympia High School (and hopefully Capitol High School) for film and Native student clubs. Estimated served 300 Premiere of new work "Spark in the Grass" with director Rena Priest (Washington State Poet emeritus) in partnership with Washington Center for the Performing Arts with school performances (assemblies with shortened content to fit the format) at Olympia High School (and hopefully Capitol High School and Roosevelt Elementary School). Estimated served 700 Workshops in conjunction with "Spark in the Grass" open to the public TBD	Screen two more episodes of "The Aunties" from sites in St Paul and Bellingham or Seattle in partnership with the Washington Center to be accompanied by a Native Arts and Craft Fair organized by IPP and hosted in the Washington Center's lobby. Estimated served 700 Screenings of "The Aunties" St. Paul and Bellingham shorts at Olympia High School (and hopefully Capitol High School) for film and Native student clubs. Estimated served 300
Olympia Community Sailing	OCS is a non-profit organization dedicated to creating an inclusive, diverse sailing community in the greater Thurston County area by providing access, recreation, and competition for all! We offer a variety of programs, classes, and experiences for sailors of all ages and skill levels.	Provide 9 weeks of summer camp education programming including 4 weeks of STEAM education camps in partnership with Pacific Shellfish Institute and the Puget Sound Estuarium. Begin connecting with new community partners including Thurston County Inclusion, the WET Science Center, and more. Advertise and provide 3-5 scholarships for youth education programs. Offer at least one free or reduced cost community partner program or event. Continue building a relationship with Reeves Middle School and plan or run a field trip program. Move 100% of our programming to our new facilities at Swantown Marina. Board and/or management staff members will attend at least one community event outside of the sailing community.	Complete at least one field trip with Olympia Regional Learning Academy. Offer at least two free or reduced cost community partner programs or events. Continue building out our new facilities at Swantown Marina making it a welcoming and functional space including reaching out to local artists for potential mural or other art work. Participate in Student GREEN Congress by offering a free educational workshop for local students. Launch registration for all summer camp education programs and provide 3 weeks of summer camp education programming including at least 1 week of STEAM education camp in partnership with Pacific Shellfish Institute and the Puget Sound Estuarium. Board and/or management staff members will attend at least one community event outside of the sailing community.	Provide 9 weeks of summer camp education programming including 4 weeks of STEAM education camps in partnership with Pacific Shellfish Institute and the Puget Sound Estuarium. Advertise and provide at least 3-5 scholarships for youth education programs. Complete at least one field trip with an Olympia School District School and continue making connections with new teachers and/or schools. Offer at least two free or reduced cost community partner programs or events. Continue building new connections with community partners including local tribes and more. Board and/or management staff members will attend at least one community event outside of the sailing community.	Complete at least one field trip with Olympia Regional Learning Academy in addition to at least one field trip with an additional Olympia School District school. Offer at least two free or reduced cost community partner programs or events. Participate in Student GREEN Congress by offering a free educational workshop for local students. Launch registration for all summer camp education programs and provide 3 weeks of summer camp education programming including at least 1 week of STEAM education camp in partnership with Pacific Shellfish Institute and the Puget Sound Estuarium. Board and/or management staff members will attend at least one community event outside of the sailing community.

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Olympia Symphony Orchestra	Our mission is to provide the highest quality live music to enrich, educate, and entertain an expanding audience.	Present an opening concert in October 2026 featuring music of and inspired by the Americas, with a particular spotlight on the influence of African-American composers and artists; Perform a program in November 2026 featuring a collaboration with theater artists to narrate A Solider's Tale, a classical work for instruments scored by Igor Stravinsky; Welcome families and audiences of all ages to an engaging, shorter concert in December 2026 which introduces key themes of classical music and the instruments of an orchestra; Confirm Link Up music and teaching materials, and provide free recorders for all participating students in 4th grade classes in the Olympia School District and elsewhere. Meet with music specialists within in each district to share all materials and guidance necessary for each teacher to prepare their students for participating in a live concert hall experience with the Olympia Symphony Orchestra.	Welcome over 700 students and chaperones from 4th grade classes around the region to participate in the annual Link Up educational concert, playing a series of pieces and learning key musical concepts with the Olympia Symphony. Perform a program in February 2027 which welcomes audiences and commemorates the beginning of the 80th year of music for the Olympia Symphony; Present a March 2027 concert which highlights a mix of standard and lesser-known classical music works for symphony orchestra. Conclude the annual subscription season with an April 2027 concert that features a large-scale orchestral masterwork, and announce the planned 2027-28 subscription concert series to the public.	Present an opening concert in October 2027 featuring a mix of traditional and contemporary classical works for symphony orchestra, featuring a regional or nationally-known known guest artist as soloist; Perform a program in November 2027 which blends engaging classical music works into a program that engages and inspires audiences as the last subscription concert of the 2027 anniversary year; Bring families and audiences of all ages together for a shorter concert in December 2027 which educates and inspires young people about classical music and the art of live music performance; Confirm Link Up music and teaching materials, and provide free recorders for all participating students in 4th grade classes in the Olympia School District and elsewhere. Meet with music specialists within in each district to offer guidance for teachers to prepare their students for a field trip to see (and perform along with) the Olympia Symphony.	Welcome over 700 students and chaperones from 4th grade classes around the region to participate in the annual Link Up educational concert, playing a series of pieces and learning key musical concepts with the Olympia Symphony. Perform a program in February 2028 with an engaging mix of classical music works and a featured soloist; Present a March 2028 concert which showcases members of the Olympia Symphony; Conclude the annual subscription season with an April 2028 concert featuring a large-scale orchestral masterwork, and share plans for the next (2028-29) season of events.
Pacific Shellfish Institute	Fostering sustainable shellfish resources and a healthy marine environment through research and education.	Completion of 8 'What's Blooming in Budd' public programs reaching 500 participants Participate in Summer youth programs and student mentoring reaching 80 students Host/co-host 2 debris cleanups removing > 1,000 pieces of trash. Participate in one 'Lunch and Learn' at the Olympia Farmers Market Host 13 community Science monitoring opportunities including 13 hours of adult volunteer support Completion of curriculum updates for (PPT updates, content review and changes) Completion of 1 day of Youth Education classroom presentations and student mentoring (75 students) Completion of 1 Waterfront Tour for Incarcerated youth Completion of 1 Discover Plankton workshop and plankton kit maintenance. Participate in 3 capacity building meeting/workshop (South Sound ECO-Network, South Sound Science Symposium, Sea Grant Shellfish Growers Conference)	Host 19 Community SoundToxins monitoring opportunities including 19 hrs of adult volunteer support Completion of 1 youth programs (Green Congress) Host/Co-host 2 debris cleanups removing over 1000 pieces of trash Participate in 2 capacity building meeting/workshops (SoundToxins, Pacific Crab Research Group) Completion of 1 'What's Blooming in Budd' public programs 40 participants including communication reaching 40 participants Completion of field trip materials and curriculum updates (scheduling, content review) Completion of field trips including 8th grade Nearshore field trip @ Squaxin Park/Meyers Point serving over 400 students Completion of Olympia Waterfront Tours serving over 500 students	Completion of 8 'What's Blooming in Budd' public programs reaching 500 participants Participate in Summer youth programs and student mentoring reaching 80 students Host/co-host 2 debris cleanups removing > 1,000 pieces of trash. Participate in one 'Lunch and Learn' at the Olympia Farmers Market Host 13 community Science monitoring opportunities including 13 hours of adult volunteer support Completion of curriculum updates for (PPT updates, content review and changes) Completion of 1 day of Youth Education classroom presentations and student mentoring (75 students) Completion of 1 Waterfront Tour for Incarcerated youth Completion of 1 Discover Plankton workshop and plankton kit maintenance. Participate in 3 capacity building meeting/workshop (South Sound ECO-Network, South Sound Science Symposium, Sea Grant Shellfish Growers Conference)	Host a PSI Research conference hosted by PSI Staff and volunteers Host 19 Community SoundToxins monitoring opportunities including 19 hrs of adult volunteer support Completion of field trip and curriculum updates (Scheduling, content review) Completion of 2 youth programs events (Green Congress, EYH) Host/Co-host 2 debris cleanups removing over 1000 pieces of trash Participate in 2 capacity building meeting/workshop (SoundToxins, South Sound ECO-Network meeting) Completion of 1 'What's Blooming in Budd' public programs 40 participants including communication reaching 40 participants Completion of field trips including 8th grade Nearshore field trip @ Squaxin Park/Meyers Point reaching over 400 students Completion of Olympia Waterfront Tours reaching over 500 students.

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Pizza Klatch	Pizza Klatch (PK) brings LGBTQ+ youth ages 12-18 together weekly in Olympia schools so vulnerable youth have a safe and confidential place to gain support and community. Our mission is to foster resilience in LGBTQ+ youth and create a safe and positive school experience through support, education and empowerment.	Confirming staff facilitators for the school year - August, anticipating 3-4 staff facilitators for 26-27 school year New school year PK staff trainings - Training for PK staff in advance of the school year, including a staff retreat to go over our intentions and best practices for the year, as well as how to support each other Parent Support Groups - Facilitate monthly parent support group meetings for between 6-10 parents of trangender & gender expansive student at our PK offices throughout the year (facilitated by our board president, a transgender parent herself) School Relationships - Kick off meetings w/ principals & counselors, & confirm MOUs with schools (including all 4 high schools in the City of Olympia) Volunteer Recruitment - Seek staff facilitators and folks that want to support our fundraising event (10-15 volunteer facilitators, plus 5-10 to assist with our event) Scheduling training for school personnel - Scheduled in September/October, facilitate at least 3-4 trainings for schools as requested Student outreach/recruitment - In Autumn, we reach out to students to join: support groups (400+), the student advisory board, our online gaming group, to perform/volunteer at our gala & create artwork (gala poster, promotional poster that is posted in schools, stickers, giveaways, etc); student artists are paid for their work. Event tabling - (to recruit folks to take our trainings & to recruit volunteers) - holiday events, school events, informational nights at the start of the school year, college fairs, downtown festivals, and other community events - anticipated 3-6 events. Youth are typically in attendance. Youth	Youth Advisory Board - 5-15 youth will meet monthly and create reports to take to our board of directors, as well as school administrators as needed Additional Staff Training & workshops - Training and workshops will continue throughout the second half of the school year and the summer (such as WCSAP - WA Coalition of Sexual Assault Programs - usually host two weekend conventions in the summer) Parent Support Groups - Facilitate monthly parent support group meetings for between 6-10 parents of trangender & gender expansive student at our PK offices throughout the year (facilitated by our board president who is a transgender parent herself) Conducting student evaluations/surveys - Surveys are passed out to ALL PK students at all PK schools (April & May) Synthesizing data from student surveys & sharing that data with our schools - June - share customized results for each school, and one combined report Outreach (Capitol City Pride & other local events) - In June, we typically schedule community events, speaking engagements, and tabling opportunities, such as Pride (which we attend each year)	Confirming staff facilitators for the school year - August, anticipating 4-5 staff facilitators for 27-28 school year New school year PK staff trainings - Training for PK staff in advance of the school year, including a staff retreat to go over our intentions and best practices for the year, as well as how to support each other Parent Support Groups - Facilitate monthly parent support group meetings for between 6-10 parents of trangender & gender expansive student at our PK offices throughout the year (facilitated by our board president) School Relationships - Kick off meetings w/ principals & counselors, & confirm MOUs with schools (including all 4 high schools in the City of Olympia). Goal to start programming in at least one new Olympia middle school during the 27-28 school year. Volunteer Recruitment - Seek staff facilitators and folks that want to support our fundraising event (10-15 volunteer facilitators, plus 5-10 to assist with our event) Scheduling training for school personnel - Scheduled in September/October, facilitate at least 3-4 trainings for schools as requested Student outreach/recruitment - In Autumn, we reach out to students to join: support groups (400+), the student advisory board, our online gaming group, to perform/volunteer at our gala & create artwork (gala poster, promotional poster that is posted in schools, stickers, giveaways, etc); student artists are paid for their work. Event tabling - (to recruit folks to take our trainings & to recruit volunteers) - holiday events, school events, informational nights at the start of the school year, college fairs, downtown festivals, and other community events - anticipated 3-6 events. Youth are	Youth Advisory Board - 5-15 youth meet monthly and create reports to take to our board of directors & school administrators as needed Additional Staff Training & workshops - continue throughout the school year and the summer (such as WCSAP - WA Coalition of Sexual Assault Programs - usually host two weekend conventions in the summer) Parent Support Groups - monthly parent support group meetings for between 6-10 parents of trangender & gender expansive student at our PK offices throughout the year (facilitated by our board president) Conducting student evaluations/surveys - Surveys are passed out to ALL PK students at all PK schools (April & May) Synthesizing data from student surveys & sharing that data with our schools - June - share customized results for each school, and one combined report Outreach (Capitol City Pride & other local events) - In June, we typically schedule community events, speaking engagements, and tabling opportunities, such as Pride (which we attend each year)

Name of Organization	Organization's Published Mission Statement	What deliverables will you complete between July 1 and December 31, 2026?	What deliverables will you complete between January 1 and June 30, 2027?	What deliverables will you complete between July 1 and December 31, 2027?	What deliverables will you complete between January 1 and June 30, 2028?
South Sound Estuary Association dba Puget Sound Estuarium	Our mission is to foster learning opportunities that inspire people of all ages to connect with, protect, and enjoy the unique estuary environment of Puget Sound.	July - December 2026 · Operate Estuarium public access and exhibits, deliver 6, 2-day weekends (12 days) free days, 6, 2-day weekends (12 days) free sensory hours; 6, 2-day weekends (12 days) free Tiny Tides Storytime; and consistent opportunities for visitors to use the Community Access Tickets. · Deschutes Restoration Then | Now | Future exhibition design content finalization, design refinement, technical planning, and fabrication preparation. · Meet the Beach Community Program: 10–12 events making 1,250 contacts · Sea Stroll + Urban Birding: 5-7 guided walks total with 50 registered participants · K-12 Field Trips: Deliver 10-14 reaching 300 students · Pier Peer Community Program: 8-12 events for 250 registered participants · CRABB: 2-4 public programs with 40 registered participants. · Discovery Speaker Series: 3–4 in-person talks reaching, in-person and with post-viewing on YouTube Channel, 150 people total · In-School Tiny Tides Story Time: 6-10 sessions with crafts reaching 200 students · Community outreach: 18-22 tabling/outreach events · Estuary Life and Landforms: Deliver 9 ELL programs reaching 525 OSD 5th graders · STEM Camps: Deliver 10-15 days of camp for 100 campers · Olympia Community Sailing STEM Camp: Deliver 3-4 camp days for 25 campers · Salmon Experience: Partnering with Capitol Land Trust at Bayshore Preserve, deliver 3 program days in November for community to learn the importance of salmon chum runs at Johns Creek. Reach a total of 1,200 people. · On the Shoreline: Deliver 10 days of programs reaching 250 students grades 6-12 · Program	January - June 2027 · Operate Estuarium public access and exhibits, deliver 6, 2-day weekends (12 days) free days, 6, 2-day weekends (12 days) free sensory hours; 6, 2-day weekends (12 days) free Tiny Tides Storytime; and consistent opportunities for visitors to use the Community Access Tickets and reserve 10% of available access funds for K–12 field trip transportation support if needed (tracked) · Deschutes Restoration Then | Now | Future exhibition final fabrication complete, install began, video layover creation completed · Discovery Speaker Series: 3–4 in-person talks reaching, in-person and with post-viewing on YouTube Channel, 200 people · Sea Stroll + Urban Birding: 5-7 guided walks total with 50 registered participants · In-school Tiny Tides Story Time: 8–12 sessions for 100 students · K–12 programs (OSD prioritized): 20–30 school-day programs/field trips · Meet the Beach: Deliver 6-8 programs making 1,400 contacts · Transportation support: reserve 10% of available access funds for bus/transport assistance if needed (tracked) · Pier Peer Community Program: 8-12 events for 250 registered participants · Estuary Explorers Summer Camp: Deliver 10-15 days of camp for 100 campers · Olympia Community Sailing STEM Camp: Deliver 3-4 camp days for 25 campers · On the Shoreline: Deliver 10 days of programs reaching 250 students grades 6-12 · Program evaluation and improvement: complete 1 internal review cycle from Q3/Q4 programs using attendance data, participant surveys, and staff debriefs to adjust programming and access supports.	July - December 2027 · Operate Estuarium public access and exhibits, deliver 6, 2-day weekends (12 days) free days, 6, 2-day weekends (12 days) free sensory hours; 6, 2-day weekends (12 days) free Tiny Tides Storytime; and consistent opportunities for visitors to use the Community Access Tickets. · Deschutes Restoration Then | Now | Future exhibition final fabrication complete, install complete, public celebration announcement and launch of exhibit · Meet the Beach: deliver 8-10 volunteer-supported beach interpretation events during summer low tides making 1,250 contacts · Pier Peer Community Program: 8-12 events for 250 registered participants · Discovery Speaker Series: 3–4 in-person talks reaching, in-person and with post-viewing on YouTube Channel, 200 people · Tiny Tides Story Time: deliver 6–10 in-person story times for PreK–2 in-school with a craft reaching 250 students. · Community outreach: participate in 3–6 tabling/booth events, festivals, or service group presentations. · CRABB: 2-4 public programs with 40 registered participants. · Sea Stroll + Urban Birding: 5-7 guided walks total with 50 registered participants · Olympia Community Sailing STEM Camp: Deliver 3-4 camp days for 25 campers · On the Shoreline: Deliver 10 days of programs reaching 250 students grades 6-12 · Salmon Experience: Partnering with Capitol Land Trust at Bayshore Preserve, deliver 3 program days in November for community to learn the importance of salmon chum runs at Johns Creek. Reach a total of 1,200 people. · Program evaluation and improvement: complete 1 internal review cycle from Q1/Q2 programs using attendance data	January - June 2028 · Operate Estuarium public access and exhibits, deliver 6, 2-day weekends (12 days) free days, 6, 2-day weekends (12 days) free sensory hours; 6, 2-day weekends (12 days) free Tiny Tides Storytime · Deschutes Restoration Then | Now | Future exhibition – increasing visibility of the exhibit, welcoming additional 500 visitors · Sea Stroll + Urban Birding: 5-7 guided walks total with 50 registered · CRABB (community): deliver 3 events, 15 people · Discovery Speaker Series: 3–4 in-person talks, in-person and with post-viewing on YouTube Channel, 200 people · In-School Tiny Tides Story Time: 6-10 sessions with crafts reaching 200 students · Olympia Community Sailing STEM Camp: Deliver 3-4 camp days for 25 campers · Pier Peer Community Program: 8-12 events for 250 registered participants · On the Shoreline: Deliver 10 days of programs reaching 250 students grades 6-12 · Program evaluation: complete 1 internal review cycle from Q3/Q4 programs using data, surveys, and staff debriefs
Student Orchestras of Greater Olympia	Lead*Inspire*Perform :|| Orchestrating the Future. The mission of Student Orchestras of Greater Olympia (SOGO) is to provide challenging, fully integrated music experiences for young musicians, which includes orchestra and ensemble performances, music education and a broad spectrum of music related activities.	Series Concert #1 at the Washington Center Rehearsal space rental in the Olympia School District SOGO 2 Schools outreach program (coordinator, sectionals and private lessons) HO HO Holiday Show Teaching Artists salary Office space rental Software upgrades and subscriptions to improve operational efficiency Instrument purchase - gong and stand for rehearsal and concert performances	Series Concert #2 and #3 Rehearsal space rental in the Olympia School District SOGO 2 Schools outreach (coordinator, sectionals and private lessons) Runout Concerts to Title 1 schools in the Olympia School District Instrument Petting Zoo outreach at the Washington Center and Hands on Children's Museum Office space rental After School String Program for beginners Summer Music classes	Series Concert #1 at the Washington Center Rehearsal space rental in the Olympia School District SOGO 2 Schools outreach program (coordinator, sectionals and private lessons) HO HO Holiday Show Teaching Artists salary Office space rental Software upgrades and subscriptions to improve operational efficiency Instrument purchase - chimes for rehearsal and concert performances	Series Concert #2 and #3 Rehearsal space rental in the Olympia School District SOGO 2 Schools outreach (coordinator, sectionals and private lessons) Runout Concerts to Title 1 schools in the Olympia School District Instrument Petting Zoo outreach Office space rental 2 After School String Program for beginners Summer Music classes

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The Bridge Music Project	Through music, mentorship, performance, and community, The Bridge Music Project helps young people to build resilience and become the leaders of the future.	Completion of our Community Songwriting Workshop (1 of 4) — eight workshops and two recording sessions, serving 20 to 30 youth weekly Completion of The Bridge Performance Flowcase (1 of 4) — a high production value concert serving 175 to 275 audience members Purchase of video production equipment, including camera, lenses, and lighting Completion of the curriculum for The Bridge Poetry Program Completion of a one-day staff training on supporting youth from diverse backgrounds (1 of 2)	Completion of our Community Songwriting Workshop (2 of 4) — eight workshops and two recording sessions, serving 20 to 30 youth weekly Completion of The Bridge Performance Flowcase (2 of 4) — a high production value concert serving 175 to 275 audience members Completion of The Bridge Poetry Program (1 of 2) — three school clubs established, eight workshops at each site, serving 20 to 30 youth across participating schools Completion of The Bridge Poetry Slam — two poetry events serving approximately 80 to 150 audience members Completion of Youth Advocacy Day Performance (1 of 2) — two to nine youth performing, serving 100 to 300 audience members Completion of The Bridge Handbook 2.0 Completion of a Creative Youth Development Site Visit (1 of 2) — two Bridge staff conducting a site visit with a national Creative Youth Development organization	Completion of our Community Songwriting Workshop (3 of 4) — eight workshops and two recording sessions, serving 20 to 30 youth weekly Completion of The Bridge Performance Flowcase (3 of 4) — a high production value concert serving 175 to 275 audience members Completion of a one-day staff training on supporting youth from diverse backgrounds (2 of 2) Completion of a Creative Youth Development Site Visit (2 of 2) — two Bridge staff conducting a site visit with a national Creative Youth Development organization	Completion of our Community Songwriting Workshop (4 of 4) — eight workshops and two recording sessions, serving 20 to 30 youth weekly Completion of The Bridge Performance Flowcase (4 of 4) — a high production value concert serving 175 to 275 community audience members Completion of The Bridge Poetry Program (2 of 2) — three to five school clubs established, eight workshops at each site, serving 20 to 40 youth across participating schools Completion of The Bridge Poetry Slam — two poetry events serving approximately 100 to 200 audience members Completion of Youth Advocacy Day Performance (2 of 2) — two to nine youth performing, serving 100 to 300 audience members
The Hawk Foundation for Research and Education in African Culture	The Hawk Foundation for Research and Education in African Culture preserves and shares African and African diaspora cultural traditions through music, movement, history, and community education. HAWK strengthens cultural identity, promotes healing and connection, and expands access to African cultural arts through public programming, youth education, and community partnerships.	Deliverables: July 1 – December 31, 2026 Conduct 20–24 weekly community drumming classes, serving approximately 10–20 participants per session. Host 2–3 public cultural workshops or lectures exploring African drumming traditions, cultural history, and participatory rhythm practices, serving 25–40 participants per event. Collaborate with community partners to participate in or produce Juneteenth cultural programming, including participatory drumming activities and cultural education experiences serving 100–200 community members. Provide 3–5 youth cultural education workshops or classroom presentations in partnership with educators or community youth programs, serving 75–150 students. Support and compensate cultural practitioners and instructors to lead community classes and youth programs, strengthening the local cultural arts workforce. Conduct program outreach and partnership development with schools and community organizations to expand participation in cultural arts programming and youth education activities.	eliverables: January 1 – June 30, 2027 Conduct 20–24 weekly community drumming classes, serving approximately 10–20 participants per session, providing accessible opportunities for community members to learn African rhythm traditions and participate in cultural arts programming. Host 2–3 public cultural workshops or lectures focused on African drumming traditions, cultural history, and the role of rhythm and movement in community healing and cultural expression, serving 25–40 participants per event. Produce or participate in the Ancestral Healing Festival, a public cultural event that brings together artists, educators, and community members through participatory drumming, cultural presentations, and community dialogue, serving approximately 100–200 attendees. Provide 3–5 youth cultural education workshops or classroom presentations in collaboration with educators, community organizations, or youth programs, serving 75–150 students through participatory learning experiences. Support and compensate cultural practitioners and instructors who lead classes, workshops, and youth education programming, strengthening Olympia's cultural arts workforce and sustaining the transmission of cultural traditions. Continue community outreach and partnership development with schools, educators, and community organizations to expand participation in cultural arts programming and youth cultural education opportunities.	Deliverables: July 1 – December 31, 2027 Conduct 20–24 weekly community drumming classes, serving approximately 10–20 participants per session, providing accessible opportunities for Olympia residents to learn African rhythm traditions and participate in community-based cultural arts programming. Host 2–3 public cultural workshops or lectures focused on African drumming traditions, cultural history, and the role of rhythm and movement in community life, serving 25–40 participants per event. Collaborate with community partners to participate in or produce Juneteenth cultural programming, including participatory drumming activities and cultural education experiences serving approximately 100–200 community members. Provide 3–5 youth cultural education workshops or classroom presentations in partnership with educators, community organizations, or youth programs, serving 75–150 students through participatory cultural arts learning. Support and compensate cultural practitioners and instructors who lead community classes, workshops, and youth education programming, strengthening Olympia's cultural arts workforce and sustaining the transmission of cultural traditions. Conduct program outreach and partnership development with educators, schools, and community organizations to expand participation in cultural programming and youth education opportunities. Collect and review program participation data and participant feedback to evaluate program quality, cultural learning outcomes, and community engagement, and use findings to inform program improvements.	Deliverables: January 1 – June 30, 2028 Conduct 20–24 weekly community drumming classes, serving approximately 10–20 participants per session, providing accessible opportunities for Olympia residents to learn African rhythm traditions and participate in community-based cultural arts programming. Host 2–3 public cultural workshops or lectures exploring African drumming traditions, cultural history, and the role of rhythm and movement in community life, serving 25–40 participants per event. Produce or participate in the Ancestral Healing Festival, bringing together artists, educators, and community members through participatory drumming, cultural presentations, and community dialogue, serving 100–200 attendees. Provide 3–5 youth cultural education workshops or classroom presentations in collaboration with educators or community organizations, serving 75–150 students. Support and compensate cultural practitioners and instructors who lead community classes, workshops, and youth education programming. Collect participation data and participant feedback to evaluate program quality and community impact and incorporate findings into final program reporting.

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Washington Center for the Performing Arts	We inspire audiences and artists of all ages through live performances, enriching the vibrancy of our community.	· Install KultureCity Sensory Inclusive signage and produce photos and introductory video for use on website and other digital platforms · Produce an Artistic Partner Season Spotlight during Fall Arts Walk 2026 with presentations and performances from at least 80% of current Artistic Partners to elevate their visibility and strengthen collaborations; target audience: 150-175 · Hire a Student Intern for the Education and Community Engagement department to assist with department goals and receive mentorship and experience · Establish and market a book club with suggested reading associated with season performances. Partner with Browser's Bookstore for marketing and distribution. · Collect concert attire from the community and distribute in a one-day event supporting families of student musicians in need, in partnership with Student Orchestras of Greater Olympia, including Olympia School District and surrounding districts; target families served: 40 · Conduct two student matinee performances (field trips) with a target average attendance of 650, including state standard-aligned curriculum guides for teachers and post-event surveys for teachers and students · Increase LIFT (Low Income Family Ticket) participation by 50% over previous six months · Engage student instrumental ensembles to perform in our Prelude Concert Series for two Washington Center events	· Program four educational performances for the 2027-2028 Educational Season using information learned from previous surveys and current trends · Provide one professional development workshop for educators to announce the 2027-2028 Educational Season, distribute curriculum materials, collaborate with colleagues on educational strategy, gather feedback, and strengthen relationships with middle and high school teachers – target participation of 20 OSD teachers and 10 regional teachers. · Host one pre-show book club gathering; target participation 25-50 · Host one community conversation "town hall" event with an expert panel and moderator; target audience 100-150 · Conduct two student matinee performances (field trips) with a target average attendance of 700, including state standard-aligned curriculum guides for teachers and post-event surveys for teachers and students · Produce one audience engagement pre-show activity associated with a presented show; target participation: 100-150 · Increase LIFT participation by 50% over previous six months · Engage student instrumental ensembles to perform in our Prelude Concert Series for two Washington Center events	· Produce a multi-day summer workshop/camp for students in an artistic discipline to be determined, serving 30-50 students · Develop a Young Arts Ambassadors program, assembling diverse youth from Olympia School District interested in arts leadership, communication, advocacy, and community involvement, meeting monthly. Target cohort: 8-10 students · Produce an Artistic Partner Season Spotlight during Fall Arts Walk 2027 with presentations and performances from at least 90% of current Artistic Partners to elevate their visibility and strengthen collaborations; target audience:175-200 · Evaluate previous season's book club impact and market a new season of suggested books. Partner with Browser's Bookstore for marketing and distribution. · Collect concert attire from the community and distribute in a one-day event supporting families of student musicians in need, in partnership with Student Orchestras of Greater Olympia, including Olympia School District and surrounding districts; target families served: 50-75 · Conduct two student matinee performances (field trips) with a target average attendance of 750, including state standard-aligned curriculum guides for teachers and post-event surveys for teachers and students · Produce one audience engagement pre-show activity associated with a presented show; target audience: 100-150 · Increase LIFT participation by 50% over previous six months	· Program four educational performances and one masterclass for 2028-2029 using information learned from previous surveys and current trends · Evaluate Young Arts Ambassadors program and begin recruitment for the following year · Provide one professional development workshop for educators to announce the 2028-2029 Educational Season, distribute curriculum materials, collaborate with colleagues on educational strategy, gather feedback, and strengthen relationships with middle and high school teachers – target participation of 30 OSD teachers and 15 regional teachers. · Host 1-2 pre-show book club gathering(s); target participation 25-50 each · Conduct two student matinee performances (field trips) with a target average attendance of 800, including state standard-aligned curriculum guides for teachers and post-event surveys for teachers and students · Produce one audience engagement pre-show activity associated with a presented show; target audience: 100-150 · Increase LIFT participation by 50% over previous six months · Engage student instrumental ensembles to perform in our Prelude Concert Series for three Washington Center events

Impact Award Recommendation 2026-2027

	SCORE	REQUEST		FUNDING
Capital City Pride	**90%**	$ 50,000.00	1	**$ 50,000.00**
Ecstatic Sound Collective - Olympia Funk Festival	**89%**	$ 50,000.00	1	**$ 50,000.00**
Samba Olywa	**86%**	$ 22,675.00	1	**$ 22,675.00**
Rainbow Community Center Olympia	**86%**	$ 30,000.00	1	**$ 30,000.00**
Free Music Olympia	**85%**	$ 50,000.00	1	**$ 50,000.00**
DECAY (Diverse Events & Creative Arts Yard)	**84%**	$ 50,000.00	1	**$ 50,000.00**
Pacific Northwest Theater	**84%**	$ 50,000.00	1	**$ 50,000.00**
Earthbound Productions	**84%**	$ 50,000.00	1	**$ 50,000.00**
Artists With Ecology	**83%**	$ 50,000.00	1	**$ 50,000.00**
Thurston County Museum of Fine Arts	**83%**	$ 50,000.00	1	**$ 50,000.00**
Master Gardener Foundation of Thurston County	**82%**	$ 24,000.00	1	**$ 24,000.00**
hummingbird studio	**82%**	$ 50,000.00	1	**$ 50,000.00**
Nisqually Reach Nature Center	**82%**	$ 50,000.00	1	**$ 50,000.00**
South Sound Studio Tour	**81%**	$ 25,000.00	1	**$ 25,000.00**
The Many Trees Project	**81%**	$ 18,000.00	1	**$ 18,000.00**
The Olympia Peace Choir	**81%**	$ 30,000.00	1	**$ 30,000.00**
Moving Parts Dance	**81%**	$ 50,000.00	1	**$ 50,000.00**
South Sound Dance Access	**80%**	$ 50,000.00	1	**$ 50,000.00**
YWCA of Olympia	**80%**	$ 50,000.00	1	**$ 50,000.00**
Hispanic Roundtable of South Sound	**80%**	$ 30,000.00	1	**$ 30,000.00**
Thurston Conservation District	**79%**	$ 50,000.00	0.75	**$ 37,500.00**
Triceratops Technology Resources	**79%**	$ 50,000.00	0.75	**$ 37,500.00**
Team-Tomorrow, LLC	**79%**	$ 50,000.00	0.75	**$ 37,500.00**

	SCORE	REQUEST		FUNDING
Thurston Climate Action Team	**79%**	$ 30,000.00	0.75	**$ 22,500.00**
String and Shadow Puppet Theater	**79%**	$ 50,000.00	0.75	**$ 37,500.00**
Haki Farmers Collective	**78%**	$ 50,000.00	0.75	**$ 37,500.00**
Lacey MakerSpace	**78%**	$ 50,000.00	0.75	**$ 37,500.00**
ISM Festival	**78%**	$ 20,000.00	0.75	**$ 15,000.00**
Olympia Youth Chorus	**78%**	$ 40,000.00	0.75	**$ 30,000.00**
Washington Stars Quilt Guild	**78%**	$ 20,000.00	0.75	**$ 15,000.00**
Olympia Junior Programs	**77%**	$ 50,000.00	0.75	**$ 37,500.00**
Olympia Arts & Heritage Alliance	**76%**	$ 50,000.00	0.75	**$ 37,500.00**
Creative Theatre Experience	**75%**	$ 50,000.00	0.75	**$ 37,500.00**
Mi Chiantla	**74%**	$ 30,000.00	0.75	**$ 22,500.00**
Masterworks Choral Ensemble	**73%**	$ 50,000.00	0.75	**$ 37,500.00**
Olympia Family Theater	**73%**	$ 50,000.00	0.75	**$ 37,500.00**
Theater Artists Olympia	**73%**	$ 50,000.00	0.75	**$ 37,500.00**
Computer Upcycle Project	**72%**	$ 20,000.00	0.75	**$ 15,000.00**
Olympia Musical Theatre	**72%**	$ 25,000.00	0.75	**$ 18,750.00**
The Commons at Fertile Ground	**72%**	$ 20,000.00	0.75	**$ 15,000.00**
The Four Lodges Foundation	**71%**	$ 50,000.00	0.75	**$ 37,500.00**
OURstory Community at Rebecca Howard Park	**71%**	$ 24,888.00	0.75	**$ 18,666.00**
Capital City Chorus	**71%**	$ 50,000.00	0.75	**$ 37,500.00**
South Sound Maritime Heritage Association	**71%**	$ 50,000.00	0.75	**$ 37,500.00**
Olympia Artspace Alliance	**71%**	$ 50,000.00	0.75	**$ 37,500.00**
Western Wildlife Outreach	**70%**	$ 50,000.00	0.5	**$ 25,000.00**

	SCORE	REQUEST		FUNDING
Death Dancer	**70%**	$ 50,000.00	0.5	**$ 25,000.00**
South Sound Eco-Network	**69%**	$ 50,000.00	0.5	**$ 25,000.00**
Olympia Chamber Orchestra	**68%**	$ 50,000.00	0.5	**$ 25,000.00**
Community Print	**68%**	$ 50,000.00	0.5	**$ 25,000.00**
Olympia Film Society	**68%**	$ 50,000.00	0.5	**$ 25,000.00**
Deschutes Estuary Restoration Team	**68%**	$ 50,000.00	0.5	**$ 25,000.00**
Asian Pacific Islanders Coalition of So Puget Sound	**67%**	$ 50,000.00	0.5	**$ 25,000.00**
South Sound Story Guild	**67%**	$ 8,000.00	0.5	**$ 4,000.00**
Multicultural Service Center of South Sound	**67%**	$ 45,000.00	0.5	**$ 22,500.00**
Thurston Community Media	**67%**	$ 50,000.00	0.5	**$ 25,000.00**
Olympia Kato Sister City Association	**66%**	$ 12,500.00	0.5	**$ 6,250.00**
Restoring Earth Connection	**66%**	$ 15,225.00	0.5	**$ 7,612.50**
Olympia Music History Project	**66%**	$ 50,000.00	0.5	**$ 25,000.00**
South Puget Sound Salmon Enhancement Group	**65%**	$ 50,000.00	0.5	**$ 25,000.00**
Ecostudies Institute	**65%**	$ 25,000.00	0.5	**$ 12,500.00**
Unforgettable Art Programs	**65%**	$ 30,000.00	0.5	**$ 15,000.00**
Olympia Historical Soc. & Bigelow House Museum	**64%**	$ 50,000.00	0.5	**$ 25,000.00**
Olympia Jazz Central	**64%**	$ 15,000.00	0.5	**$ 7,500.00**
Rueda de Olympia	**63%**	$ 9,580.00	0.5	**$ 4,790.00**
Window Seat Media	**62%**	$ 50,000.00	0.5	**$ 25,000.00**
The 3rd Thing	**62%**	$ 50,000.00	0.5	**$ 25,000.00**
Terra Forma Education	**60%**	$ 50,000.00	0.5	**$ 25,000.00**

	SCORE	REQUEST		FUNDING

IMPACT TOTAL	$	2,057,243.50
COMP 1 YR TOTAL	$	1,246,044.95
TOTAL	**$**	**3,303,288.45**

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Artists With Ecology	Artists With Ecology is a consortium of co-creators who incorporate art, design, science, and culture to inspire stronger community relationships with their unique eco systems. We facilitate individuals and communities to observe and engage with their environment as a part of nature, not apart from nature. We believe that by inspiring a sense of awe for the unique eco systems that make up our world, for both the denizens of that area and the visitors to those areas. AWE creates art of place that enhances peoples relationships with place.	• Complete and install final "Welcome Figure" additions to the Infinite Connections mural in downtown Olympia • Design, install, present, document, and de-install 1 temporary "Floating Wetland" demonstration at the Steh-Chass Festival • Create and complete 1 public mural: "Steh-Chass – What Was / What Will Be" •. Steh-Chass video will be produced • Develop and pilot the Salish Sea Nature Journal through 2 public workshops (20–40 participants each) focused on nature observation and drawing • Continue development of small-scale ecological art elements integrated into public projects and partnerships	• Produce and host the Second Annual AWE Mural Contest and Exhibition during Olympia Fall Arts Walk (Oct 2–3), including public voting and artist participation • Present and celebrate completed mural works (including Infinite Connections) through public engagement during Arts Walk • Collaborate with partners (e.g., Oly AHA) to support mural visibility, including participation in mural tours or exhibitions • Host 1 fundraising event and silent auction (50–75 attendees), engaging local artists, businesses, and community members • Participate in Olympia Arts Walk through tabling, artist outreach, and public engagement activities thru outreach materials • Capture video documentation of Fall Arts Walk programming, including mural painting, Welcome Figures, and the mural contest • Collaborate with 3–5 Evergreen State College interns to develop AWE's 2026-2027 programming plan and support grant research • Support continued public engagement with AWE projects through small-scale outreach materials (e.g., printed materials, stickers, or educational items)	• Design and install 1 interactive public art installation at Olympia Funk Fest, engaging approximately 200–400 participants • Document installation through photo/video for public sharing and reporting • Initiate development of Salish Sea Nature Journals and related outreach materials • Continue partnership development with local organizations (e.g., GRuB, Nisqually Reach Nature Center, Estuarium, DERT) to support upcoming ecological and educational projects	• Design, fabricate, and install the first anchored floating wetland crescent as part of the Restoring the Salish Sea One Crescent at a Time project • Engage 2–4 partner organizations in implementation (e.g., ecological, educational, and Tribal partners) • Incorporate community education or demonstration component connected to installation • Document project and develop educational materials to support future phases and replication
Asian Pacific Islanders Coalition of South Puget Sound	To create a welcoming and inclusive community for AA-NH/PI individuals and organizations in the South Puget Sound area of Washington State. The organization aims to provide cultural liaison, services, outreach, education, and policy advocacy to bridge and serve the community groups in the area.	Production of a AANHPI Educational forum with 4-6 public speaker presentations, serving a total of 100 people Creation and public release of 1 short and 1 long video documentation of the AANHPI Heritage Month celebration event, Complete 1 new video documentary of the educational forum, which can be used as public school curriculum.	Production of a full-day, youth leadership event, estimated audience up to 200	Production of a half-day, Heritage month educational forum event, estimated audience up to 100	Production of a full-day, weekend heritage month AANHPI Heritage month celebration event, estimated audience 1000 4 summer cultural and educational classes or camps for 15-25 community members including youth for various cultural classes such as lion dance, classical dance, and Hawaiian lei making and dance, serving at least 25 – 50 community members at each. Host 2-3 cultural lectures and workshops such as bamboo dancing, Indian dance, traditional arts and craft, to educate the community, serving 25 – 50 community members at each event
Capital City Chorus	Capital City Chorus is dedicated to encouraging the art of choral singing while helping to serve those in the Greater Olympia, Washington community. Centered around standard choral repertoire, we believe in improving the musicianship and abilities of our singers, as well as providing free concerts to the community. We welcome all to our concerts, and we welcome all to audition and sing. We do not discriminate based on age, race, ethnicity, creed, color, national origin, sexual orientation, gender identity, marital status, or the presence of any sensory, mental or physical disability.	Expand Choral Craft singer development program, offering up to 8 instructional sessions supporting beginning and returning singers (serving up to 40 participants). Begin recruitment and hiring process for contract Business Manager/Development and Music Library support positions to strengthen organizational sustainability. Conduct community outreach for singer and audience recruitment including Harbor Days community booth. Launch evaluation study through the Welcoming & Belonging Committee assessing member experience, retention, and access barriers.	Present three free public concerts at Capital High School Performing Arts Center serving approximately 1,400–1,600 attendees. Contract local instrumental musicians (estimated 10 performers) to support concert production. Record and livestream one concert performance to expand access to online audiences. Continue Choral Craft sessions supporting new singers and skill development. Conduct targeted outreach to assisted living and senior communities to facilitate attendance.	Present three additional free public concerts serving approximately 1,200–1,300 attendees. Contract local orchestral musicians (estimated 24 performers) to support performances. Continue singer development through Choral Craft sessions and rehearsals. Conduct member survey assessing program participation, musical development, and community engagement outcomes.	Conduct outreach and recruitment for upcoming season through Capital City Pride and community arts events. Review program outcomes and survey results during CCC annual board retreat. Finalize and implement updated concert attire options designed to improve inclusion and accessibility for singers.

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Capital City Pride	Pride's mission is to create a safe and empowering stage to uplift, celebrate, heal and inspire our vibrant LGBTQIA2S+ and BIPOC community while being environmental stewards who create ally-ships with local businesses to boost our local economy and broadcast a culture of belonging and love.	July Annual Pride Retreat - Field Trip to San Juan Islands to visit State Moran Park and rejuvenate with volunteer to show appreciation, venture on educational hikes and nature lessons from park staff. August & September Professional Development Programming_ In Field Training - during these months we take the opportunity to assist other summer festivals in our local area by using their events for our Professional Development Programming. We provide our trainees with paid in-field training. We feel this is a great opportunity to help out other festivals, while we train up LGBTQIA2S+ crew members! We help such festivals as South Sound Block Party, Dream Roll, Porch Fest and more! Collaboration_Shelton Drive-In Take Over! - Look out for our drive-in take over. This past year we has an artsy Murder Mystery Scavenger Hunt. This next year is in planning mode, stay tuned for more! _ _ _ Monthly Event Queer Two Steppin' Workshop every 2nd Tuesday of the month	October, November & December Annual Events: Queer's Giving - a free catered gathering for the community to sit, connect, watch a movie and feel cherished by one another. This event is for the community members who might not have families to visit for the holiday and need local connection to feel loved and appreciated. Queer Prom Winter Ball! - our beloved Queer Prom has become one of our most beloved events where we gather in community, get dressed up and experience a dolled up dance created for those who never got to experience prom in their youth due to fear. Homo For the Holigays - sliding scale fundraiser dedicated to make you laugh for the holidays and bring you cheer with local drag queens and special guests. NYE Celebration: Pride Edition - our NYE celebration that is better than fireworks! multiple producers. _ _ _ Monthly Event: Queer Two Steppin' Workshop every 2nd Tuesday of the month	January & February First Open Annual Pride Meeting - We gather as a community with all the feedback we have gotten from the community and check in with one another. We start planning the events and signing up for what we can do. March Annual Event_Community Care Connection & Queerotica - Body Positive Art Exhibition & Health & Wellness Healing. This event is both free for the public and packed full of resources during the daylight hours and it turns into a ticketed event or the night time schedule where you are entertained by touring and local educators and entertainers. _ _ _ Monthly Event Queer Two Steppin' WorkShops every 2nd Tuesday of the month	April Administrative Planning_this is the best month to start promoting. We will be on the computer working away and using our graphic design skills to create a variety of outreach communication for the festival and all the events surrounding the festivities. May Annual Event_ Pride Pub Crawl - Community Fundraiser for the Festival - takes place in Downtown Olympia and is loved by the community. We work with several businesses downtown to connect and collaborate. We have a scavenger hunt that takes place though out the local businesses. It's a real treat! June Collaboration with Lacey Makers & YWCA - youth programming Annual Event_3 Day Pride Music & Art Festival - Our main event for the year! We throw the largest grass root event in Thurston county! We provide ten stages of pure entertainment for the community and we are growing! This event draws about 30k people to the downtown area of Olympia all ready to see the Queer Arts!
Community Print	Community Print is a local print shop and studio specializing in community-focused art classes that support the Olympia downtown ecosystem. We predominantly offer introductory letterpress, etching press printmaking, and RISO-printing classes, with the completion of one of these allowing anyone to become a member of Community Print and gain access to the studio for independent work. We work with reclaimed materials, often donated by other members. Our organization believes that accessible printmaking and publishing tools allow for a more collaborative, thriving Olympia community.	Continue the BIPOC/Gender-Nonconforming Artists scholarship for 6 new recipients. Scholarships cover the cost of an Introduction to Letterpress and Introduction to Risograph class, membership fees, and access to available equipment and supplies for a full year. We will open applications in July 2026. Our board and two community artists will score the applications within the month. We will notify applicants by August 2026. Provide at least 3 low-income scholarships for specific classes. Begin assessing and upgrading our online scheduling system. Attend regular meetings with Daley Arts Center anchor partners and Armory Building Manager Valerie Roberts. Host 2 Introduction to Letterpress classes. These are 2-day classes that provide a path to membership at Community Print. Host 2 Introduction to Risograph classes. These are 5-hour classes that provide a path to membership at Community Print. Host 3 specialty classes, with at least 1 catering to youth. Host 3 advisory group meetings for organizational planning.	Continue highlighting print media artists with a monthly series of Shop Talks. These talks are free and open to the public with no required registration. Shop Talk presenters are paid $40.25/hour per the City of Olympia's recommended volunteer rate. We'd like to host 10 events from September through June this year, and explore partnering with another venue to increase event capacity. Onboard and train BIPOC/Gender Nonconforming Artists scholarship recipients. Provide at least 3 low-income class scholarships. Host free monthly drop-in sessions for Weirdo Collage, Zine Night, Teen Zine Drop In, and Life & Death Art Club. Begin organizing, scanning, and documenting 25 years of printmaking work created at Community Print. Host 2 Introduction to Letterpress and 2 Introduction to Risograph classes. Host 3 specialty classes. Host 3 advisory group meetings for organizational planning. Participate in Fall Artswalk. Continue refining website and payment systems. Meet with Daley Arts Center anchor partners and Armory Building Manager, Valerie Roberts.	Work with Avanti to support ACE (Apprenticeships for the Creative Economy) internship programming (February through May). Provide at least 4 low-income class scholarships. Host free monthly drop-in sessions for Weirdo Collage, Zine Night, Teen Zine Drop In, and Life & Death Art Club. Move all online classes and commerce activities to the new software system. Prepare for the Daley Arts Center move (anticipated completion date: May 2027). Get bids for specialized movers, create logistical plans, pack and organize, and increased meetings with anchor partners and Armory Building Manager Valerie Roberts. Continue the Community Print Archives project. Host 2 Introduction to Letterpress classes and 2 Introduction to Risograph classes. Host 3 specialty classes, with at least 1 catering to youth. Host 3 advisory group meetings for organizational planning. Continued collaboration with BIPOC/Gender Nonconforming Artists scholarship recipients. Continue monthly Shop Talk series. Participate in 1 outreach event.	Host classes as able, dependent on the Daley Arts Center move. Participate in the City of Olympia's Spring Artswalk, dependent on the Daley Arts Center move. Collaborate with the Olympia Zine Fest for their annual May festival. Organize and curate a collaborative collage show and event in celebration of World Collage Day in May. Multiple open work parties to prepare for moving our studio into the Armory Creative Campus space. Move into the new Daley Arts Center! Continued collaboration with BIPOC/Gender Nonconforming Artists scholarship recipients. Continue monthly Shop Talk series through June. Host free monthly drop-in sessions for Weirdo Collage, Zine Night, Teen Zine Drop In, and Life & Death Art Club. We may need to modify dates for these drop-in sessions, dependent on the Daley Arts Center completion. Host 3 advisory group meetings for organizational planning.

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Computer Upcycle Project	Computer Upcycle Project gives laptops a second life — collecting them from households and businesses, wiping them securely, refurbishing them with open-source software, and distributing them free to people in need. We build digital skills through community workshops on Linux, technology, and computer repair, reducing e-waste one laptop at a time.	• Host 2–3 public Linux installation and configuration workshops serving 8–10 participants each • Host 1–2 youth/homeschool tech sessions serving 8–10 youth participants each • Distribute 250–300 refurbished laptops with branded laptop bags to individuals and families in need • Participate in at least one community event or partner collaboration	• Host 2–3 public Linux installation and configuration workshops serving 8–10 participants each • Host 1–2 youth/homeschool tech sessions serving 8–10 youth participants each • Distribute 275–325 refurbished laptops with branded laptop bags to individuals and families in need • Participate in at least one community event or partner collaboration (e.g. Second Chance Christmas Program) • Evaluate Q1–Q2 program outcomes and adjust second-half programming based on attendance and feedback	• Host 2–3 public workshops (Linux and/or Tech Repair track) serving 8–10 participants each • Host 1–2 youth/homeschool tech sessions serving 8–10 youth participants each • Distribute 300–350 refurbished laptops with branded laptop bags to individuals and families in need • Participate in at least one community event or partner collaboration	• Host 2–3 public workshops serving 8–10 participants each, expanding to larger venue if demand warrants • Host 1–2 youth/homeschool tech sessions serving 8–10 youth participants each • Distribute 350–400+ refurbished laptops with branded laptop bags to individuals and families in need • Participate in at least one community event or partner collaboration • Complete year-end program evaluation and identify goals for next funding cycle
Creative Theatre Experience (CTE)	The mission of CTE is to collaborate with young people to create an environment of respect and compassion where they can discover for themselves their unique gifts and personal worth.	We will host a full summer theater camp at South Puget Sound Community College with a targeted enrollment of 160 students (but not less than 120), grades K-12. The camp will include educational elements beyond the simple process of "putting on a play," and will strive to develop social and leadership skills that serve the children well beyond the theatrical setting.	We will continue to partner with the YMCA and Olympia School District to expand access to after school theater educational programs for grades K-8. We will also explore a partnership with local nonprofit Theatre Artists Olympia about potentially utilizing their new space for off-season youth theater education programming.	We will continue to partner with the YMCA and Olympia School District to expand access to after school theater educational programs for grades K-8. We will also explore a partnership with local nonprofit Theatre Artists Olympia about potentially utilizing their new space for off-season youth theater education programming.	We will continue to partner with the YMCA and Olympia School District to expand access to after school theater educational programs for grades K-8. We will also explore a partnership with local nonprofit Theatre Artists Olympia about potentially utilizing their new space for off-season youth theater education programming.
Death Dancer	Death Dancer creates creative and sacred spaces, hosting arts and cultural events relating to death, dying, loss and living, to foster community in the South Sound. Collaborating with local artists, therapists, death professionals and workshop facilitators, we provide end-of-life education, awareness, and advocacy, to inspire a harmonious life and death.	- Maintain a public community hub and arts space in Olympia as a base for events and workshops - Provide and manage a space for other local artists and professionals to host their events and workshops - Conduct marketing and promotions in South Sound – website, posters, social media, other online websites/event calendars Events: - Monthly Life & Death Art Club Drop-in x 3 (10 participants) - Monthly Saturday Art Workshop x 3 (20) - Weekly HeArt Café - Art Activity Drop-in x 12 (10) - Monthly Grief Gatherings with Creative Activity x 3 (10) - Quarterly Death Stories Open Mic night x 1 (20) - Quarterly Themed Day Workshop x 1 – Exploring our Grief Using the Creative Arts (20) - Artists Cohort Planning Meeting for Arts Walk (20 artists) - Art Exhibit Set-up for Fall Arts Walk (20 artists) - Annual Cemetery History Tour with Art Activity x 1 (15) - Continue working on Organizational and Board development	- Maintain a public community hub and arts space in Olympia as a base for events and workshops - Provide and manage a space for other local artists and professionals to host their events and workshops - Conduct marketing and promotions in South Sound – website, posters, social media, other online websites/event calendars Events: - Monthly Life & Death Art Club Drop-in x 3 (10) - Monthly Saturday Art Workshop x 3 (20) - Weekday HeArt Café - Art Activity Drop-in x 12 (10) - Monthly Grief Gatherings with Creative Activity x 3 (10) - Quarterly Death Stories Open Mic night x 1 (20) - Arts Walk Collaborative Art Exhibit with minimum 20 artists (400 attendance) - Arts Walk Story Booth – Death/Grief Stories with 5 volunteers (20 Interviewees) - Community Grief Gathering x 1 (40) - Quarterly Writing Themed Workshop x 1 – Poetry Workshop (15) - Continue working on Organizational and Board development	- Maintain a public community hub and arts space in Olympia as a base for events and workshops - Provide and manage a space for other local artists and professionals to host their events and workshops - Conduct marketing and promotions in South Sound – website, posters, social media, other online websites/event calendars Events: - Monthly Life & Death Art Club Drop-in x 3 (10) - Monthly Saturday Art Workshop x 3 (20) - Weekday HeArt Café - Art Activity Drop-in x 12 (10) - Monthly Grief Gatherings with Creative Activity x 3 (10) - Quarterly Death Stories Open Mic night x 1 (20) - Quarterly Themed Workshop x 1 – Exploring our Grief Using the Creative Arts with (20) - Quarterly Writing Themed Workshop x 1 – Writing your Deathography - Editing of Death Stories Clips for website (3-4 volunteers) - Artists Cohort Debrief Meeting and Celebration (20 artists) - Continue working on Organizational and Board development	- Maintain a public community hub and arts space in Olympia as a base for events and workshops - Provide and manage a space for other local artists and professionals to host their events and workshops - Conduct marketing and promotions in South Sound – website, posters, social media, other online websites/event calendars Events: - Monthly Life & Death Art Club Drop-in x 3 (10) - Monthly Saturday Art Workshop x 3 (20) - Weekday HeArt Café - Art Activity Drop-in x 12 (10) - Monthly Grief Gatherings with Creative Activity x 3 (10) - Quarterly Themed Workshop x 1 – Embracing our Trauma Meditation Day with Art and Journaling Activities (20) - Quarterly Death Stories Open Mic night x 1 (20) - Quarterly Writing Themed Workshop x 1 - Eulogy Writing (10-15) - Continue working on Organizational and Board development

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DECAY (Diverse Events & Creative Arts Yard)	DECAY is a community arts and technology space in Olympia, Washington, founded in October 2024 to support local artists, technologists, and organizers. We provide an accessible venue for performances, workshops, exhibitions, and experimental programming that connects creative practice with STEM learning. By offering affordable infrastructure and collaborative resources, DECAY complements Olympia's existing arts ecosystem and lowers barriers to participation. As a Washington State–certified nonprofit transitioning to independent 501(c)(3) status, we operate as a safer space grounded in harm reduction, accessibility, sustainability, and community care.	Complete 6–8 technical and 6-8 creative workshops (circuit bending, mesh networking, computer design, programming and video art, music workshops) with 10–25 participants each Maintain weekly free interest group meetups, Open Draw, Movie Club, and No Tape (10–13 sessions) with 15-20 participants per session Host 2 mutual aid or community care events (clothing swaps, resource distro, etc.) serving 50–75 community members each Co-produce or participate in 1 large-scale collaborative event or festival with 60+ attendees (e.g. ISM, Arts Walk, Free Music Olympia co-production) Conduct 1 staff and volunteer training or organizational improvement session focused on safety, equity, or program delivery Complete 1 planning, evaluation, or reporting milestone (community survey, quarterly review, impact report, or next-cycle planning document)	Complete 6–8 technical and 6-8 creative workshops (circuit bending, mesh networking, computer design, programming and video art, music workshops) with 10–25 participants each Maintain weekly free interest group meetups, Open Draw, Movie Club, and No Tape (10–13 sessions) with 15-20 participants per session Host 2 mutual aid or community care events (clothing swaps, resource distro, etc.) serving 50–75 community members each Co-produce or participate in 1 large-scale collaborative event or festival with 60+ attendees (e.g. ISM, Arts Walk, Free Music Olympia co-production) Conduct 1 staff and volunteer training or organizational improvement session focused on safety, equity, or program delivery Complete 1 planning, evaluation, or reporting milestone (community survey, quarterly review, impact report, or next-cycle planning document)	Complete 6–8 technical and 6-8 creative workshops (circuit bending, mesh networking, computer design, programming and video art, music workshops) with 10–25 participants each Maintain weekly free interest group meetups, Open Draw, Movie Club, and No Tape (10–13 sessions) with 15-20 participants per session Host 2 mutual aid or community care events (clothing swaps, resource distro, etc.) serving 50–75 community members each Co-produce or participate in 1 large-scale collaborative event or festival with 60+ attendees (e.g. ISM, Arts Walk, Free Music Olympia co-production) Conduct 1 staff and volunteer training or organizational improvement session focused on safety, equity, or program delivery Complete 1 planning, evaluation, or reporting milestone (community survey, quarterly review, impact report, or next-cycle planning document)	Complete 6–8 technical and 6-8 creative workshops (circuit bending, mesh networking, computer design, programming and video art, music workshops) with 10–25 participants each Maintain weekly free interest group meetups, Open Draw, Movie Club, and No Tape (10–13 sessions) with 15-20 participants per session Host 2 mutual aid or community care events (clothing swaps, resource distro, etc.) serving 50–75 community members each Co-produce or participate in 1 large-scale collaborative event or festival with 60+ attendees (e.g. ISM, Arts Walk, Free Music Olympia co-production) Conduct 1 staff and volunteer training or organizational improvement session focused on safety, equity, or program delivery Complete 1 planning, evaluation, or reporting milestone (community survey, quarterly review, impact report, or next-cycle planning document)
Deschutes Estuary Restoration Team	Our mission is to realize a fully restored Deschutes Estuary while honoring the history and culture of the South Salish Sea, and supporting a community-managed Deschutes watershed that sustains all life for generations to come.	During this phase of the grant cycle the Festival organizers will be in peak planning and Festival execution mode. We will: Convene a Squaxin-led Festival Planning Committee meeting regularly to guide programming and cultural vision. Convene 1–2 Deschutes Watershed Council capacity-building meetings or planning conversations with community and agency partners to strengthen long-term coordination around watershed stewardship and public engagement. Recruit, train, and coordinate volunteers to support event logistics and visitor engagement. Finalize event logistics for the Festival of the Steh-Chass at Heritage Park (August 16, 2026) including permits, stage, tents, sanitation, and accessibility infrastructure. Confirm 10–15 speakers, performers, cultural presenters, and community organizations to participate in the festival. Produce the Festival of the Steh-Chass, a public cultural event expected to serve approximately 500 community members through performances, educational programming, workshops, and community booths. Document attendance and participation through volunteer counts, entry estimates, and event documentation.	The Festival organizers will enter a reflection period and gather both qualitative and quantitative information on its success. We will: Conduct post-event evaluation of the Festival of the Steh-Chass including attendance data, partner feedback, and participant observations. Develop a preliminary framework for Deschutes Watershed Council coordination, including partner outreach, goals, and priorities for collaborative watershed engagement. Hold 1–2 internal reflection meetings with festival organizers and partners to identify successes, challenges, and opportunities for improvement. Compile a written summary report documenting outcomes, community engagement, and lessons learned from the event. Begin outreach to partners to assess interest in future collaboration and identify opportunities to strengthen programming.	We will complete a group-led and documented reflection on the execution of the Festival. Share festival outcomes and evaluation findings with partners, volunteers, and community stakeholders. Convene 1–2 planning conversations with community partners to explore next steps for future festivals or related programming. Convene 1–2 capacity-building conversations with key partners to assess interest, structure, and feasibility for ongoing Deschutes Watershed Council development. Identify opportunities to expand partnerships and community participation in future watershed-related cultural events.	If the reflection period identifies certain "next steps" and evolution of the Festival, foundational elements will be established with appropriate participants, timelines, and necessary budget. We will: Develop preliminary plans for the next Festival of the Steh-Chass or related community programming, informed by evaluation findings. Establish initial planning framework, partner roles, and potential timelines for future events. Identify potential funding opportunities and partnership strategies to support continued community programming around the Deschutes Estuary. Establish initial priorities, partner roles, and a draft coordination pathway for continued Deschutes Watershed Council and organizational capacity-building efforts.

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Earthbound Productions	To elevate the dignity of the human spirit by enhancing the cultural exchange between communities and the natural world.	1.) Convene monthly conversations with core organizers and Board Members recapping the outstanding success of overcoming every challenge, and exceeding every expectation, we faced in presenting the 2026 Procession of the Species Celebration. 2.) Continuing to complete and prepare for a range of grant submissions, such as the Port of Olympia, the Nisqually Tribe, Community Foundation of Thurston County and upcoming Lodging Tax proposals. 3.) Attending and/or providing outreach support in collaboration with other Inspire programs; investing the registration fees to pay for Procession artists to have a visible presence at annual fundraisers, networking events and award ceremonies; providing and/or installing Procession Celebration art for community member functions such as weddings and memorials.	1.) Convene monthly conversations with core organizers and Board Members in preparations for the 2027 Procession. 2.) Continuing to complete and prepare for a range of grant submissions for upcoming Lodging Tax proposals. 3.) Continue attending and/or providing outreach support in collaboration with other Inspire programs; investing the price of admissions to pay for Procession artists to have a visible presence at annual fundraisers, networking events and award ceremonies; providing and/or installing Procession Celebration art for community member functions such as weddings and memorials. 4.) Initiate website redesign and designer review for launch in 2027. 5.) Explore the possibility of producing a Luminary Procession for the 2026 Fall Arts Walk.	1.) All hands-on deck and all things comprising full-on production. 2.) Hold weekly Core Production Crew/Pod Leads planning meetings. Calling forth and coalescing the 2027 Production Crew. 3.) Develop media and community outreach strategies. 4.) Formalize: volunteer base; art, music and dance workshops; art studio staffing. 5.) Securing, staging and maintaining Procession Art Studio; procuring supplies. 6.) Present 4 weeks art workshops at the Procession Art Studio, serving 300+ people with over 1,000 visits. 7.) Produce fundraising events (2) and Art Studio Open House.	1.) On April 1, expand community Art Studio access to 7 days a week as well as expanded official operating hours to 44 hours per week while continuing 3rd Quarter production activities. 2.) In partnership with Jessica Tomey, Olympia Arts Walk Supervisor, successfully orchestrate the staging of both the Friday/Luminary & Saturday/Species Processions recording over 44,000 attendees in mutual, respectful participation. 4.) On May 7, began the monumental task of breaking down the Art Studio to assure completing our contract of vacating the Art Studio spaces by May 31. If possible, orchestrate Community Review of the Procession floats, Art Studio and programming. Hold a production crew/volunteer celebration. 5.) Officially complete the break-down, transport to storage, and complete clean-up of our studio rental obligations by May 31 with over 65 core crew and volunteers helping in the process. 6.) June holds the focus of communications, bookkeeping, reimbursements, and evaluations.
Ecostudies Institute	Ecostudies Institute is dedicated to the conservation of native species and their ecosystems. Our natural environment faces complex and dynamic threats which we address with effective partnerships, conservation research and strategic, science-based management to create exceptional and lasting improvements for the species and habitats we support. Because ecological conservation is vitally linked to community, we work to promote environmental justice by removing barriers to engagement and improving access to environmental education and career opportunities for underserved populations. In particular, we recognize the inextricable connection between Indigenous peoples and their ancestral lands and seek to actively support that relationship.	Complete final book edits and proofing Develop final book launch plan	Initiate and complete pre-sales of approximately 500 books Secure all three Speaker Series event spaces and illustration display space	Conduct small print run (50 books) for Evergreen classes and community partners Host 3-4 planning meetings for speaker series and book launch – finalize agendas Organize and print 10-15 illustrations for display as part of Arts Walk weekend	Host Prairie Plants Speaker Series – 3 workshops including Prairie Flora Book Launch, serving 150-160 people Print and deliver final second edition books (~450) to Timberland Libraries, conservation partners, and pre-sales Display 10-15 illustrations at a local business (location TBD)

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Ecstatic Sound Collective - Olympia Funk Festival	The Ecstatic Sound Collective is a non-profit organization dedicated to celebrating and promoting the vibrant culture that live music brings to Olympia through the annual Olympia Funk Festival. Our mission is to foster a dynamic and inclusive community by bringing diverse artists for the Olympia community to experience the transformative power of music. We strive to provide educational opportunities for students of music in our region and create a platform for artistic expression that inspires joy. Through our events and initiatives, we aim to enrich the cultural landscape of Olympia and beyond.	ESC will present a series of free outdoor summer concerts in partnership with local parks and businesses, each drawing an estimated 150–250 attendees. These events will promote the upcoming 2027 Olympia Funk Festival, strengthen sponsor relationships, and serve as instrument donation sites. Throughout July and August, ESC will host free youth workshops focused on rhythm, improvisation, performance, and recording, serving 25 - 50 students per session with priority outreach to underserved communities. Over the summer, ESC will repair and prepare at least 15 additional donated instruments for distribution. All instruments will be placed with Olympia and Thurston County students before the start of the 2026 - 2027 school year. Additional work includes securing festival venues, beginning permit applications, and developing early marketing plans.	ESC will launch targeted marketing campaigns to build regional awareness for the 2027 Olympia Funk Festival, including social media outreach, print promotions, and community partnerships. Early bird ticket sales will open during this quarter, encouraging returning attendees to secure passes in advance. ESC will finalize contracts with local, regional, and national funk artists, as well as vendors, technicians, and event staff. Partnerships with local hotels will be confirmed to provide discounted lodging for artists and attendees. A series of indoor fall and winter concerts will maintain community engagement, raise funds, and support additional instrument collection. These events also present and promote future youth workshops and strengthen relationships with sponsors and downtown businesses.	ESC will complete all pre festival preparations, including staff and volunteer training, final marketing pushes, permit confirmations, and artist travel coordination. During the 2027 Olympia Funk Festival, ESC will oversee logistics across multiple venues, including soundchecks, vendor setup, artist hospitality, and volunteer coordination. ESC will again feature a youth stage to showcase young local musicians, as well as present free youth education workshops and masterclasses. Again, the festival is slated to be free for all kids age 15 and under, ensuring access to quality performances and programs for families. The team will manage day of communication, process vendor and contractor payments, and ensure smooth festival operations. Sponsorship visibility will be maximized throughout the weekend. Post festival tasks in February and March include initial data collection, early financial reconciliation, and continued communication with partners, sponsors, and attendees to maintain momentum for future programming.	ESC will conduct a full post festival evaluation, analyzing attendance, ticket sales, merchandise performance, and community engagement. Surveys from attendees, artists, staff, and volunteers will inform recommendations for future improvements. Financial reconciliation will be completed with fiscal sponsors and partners, including final payments and detailed accounting of festival expenses and revenue. ESC will prepare and submit all required grant reports, including progress updates for Inspire Olympia. Sponsor outreach will continue to secure ongoing support for future programming. This quarter also includes planning for the next cycle of youth workshops, instrument collection efforts, and early development for the 2028 Olympia Funk Festival.
Free Music Olympia	To provide accessible live music to all walks of life within the greater Olympia area while supporting the artists that enrich our community.	Ten free outdoor shows, every Sunday July-August, 3pm-dusk. These concerts will appeal to BIPOC, LGBTQ+, senior citizens, children, teens, college students, music and art fans, foodies, beer and wine enthusiasts, and visitors from out-of-town traveling to Olympia to see their favorite artists without breaking the bank. This event will also bring a boost of foot traffic to downtown businesses every week. Concerts will be professionally livestreamed+documented for posterity, adding to the rich archive of Olympia's music legacy while raising awareness about our organization. Expanding our reach beyond Downtown, we will be collaboratively presenting the free-to-the-public Olympia Porchfest in the Northeast Neighborhood, which drew around 2,000 people during its first year in 2025. For the second year in a row, we will also be curating and producing music for the Eastside Neighborhood Association annual picnic. The ENA credits FMO as a factor in boosted attendance last year and we're happy to continue this collaboration.	Free Music Olympia will present a free, all ages concert at San Francisco Street Bakery in early October before the weather turns. This will bring bus accessible matinee concert to the Northeast neighborhood of Olympia in an environment that is walkable, kid-friendly and close to amenities such as bathrooms, food and drinks. We remain open to presenting an additional concert during this quarter if a partnership with a suitable venue arises.	During the first quarter or 2026, we will be strategizing and booking for the sixth annual installment of Scherler Sundays. In addition, we will produce a free concert at Decay, a local NONPROFIT mixed-use arts organization and all-ages venue. This will be an opportunity to work with multimedia artists and create an immersive mixed-media experience that is an affordable alternative to ticketed entertainment.	We will organize a free concert event for the community, showcasing local talent and raise awareness about Scherler Sundays for Summer 2027, and secure further donors and sponsors to continue seasonal free community events during the remainder of the 2027-2028 fiscal year. We will be focusing our marketing efforts on the sixth annual Scherler Sundays series including social media, concert trailers to be screened at the Capitol Theater, and distribution of posters and handbills.

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Haki Farmers Collective	Haki means Justice in Swahili. Haki Farmers collective seeks to bolster and reincorporate traditional and inherently sustainable farming knowledge that is present in our migrant and indigenous communities. By holding close decolonization frameworks, Haki seeks to encourage people of color, including Indigenous peoples, Immigrants and Black peoples, to reclaim life-giving knowledge of truly sustainable farming and plant medicine creation.	Host bi-weekly open farm hours for the general public Hold the 2nd annual Sorghum Festival Host 5 individual volunteer work parties Host 1-3 field trips for student groups (TESC, Upward Bound, Teens in Thurston, TOGETHER, and more as requested)	Hold 1 on-farm work party for the general public (TESC, Upward Bound, Teens in Thurston, TOGETHER, and more as requested) Hold a food and art showcase during October Arts Walk (location TBA)	Hold farm 1-2 visits for student groups. Hold one work party for the general public Pilot Food Justice Cohort program	Host bi-weekly open farm hours for the general public Hold at least 5 spring field trips for OSD schools Host Food & Art Showcase during April Arts Walk Host 1-3 field trips for student groups (TESC, Upward Bound, Teens in Thurston, TOGETHER, and more as requested)
Hispanic Roundtable of South Sound (HRT)	The Mission of the Hispanic Roundtable is to strengthen the Latino community through partnerships, education, community building and cultural representation.	During this period, we will evaluate foundational operations for the Latinx Youth Summit and address goals of building board capacity and organizational sustainability in preparation for LYS 2026-27. Key operational tasks include: Increase effectiveness of our Whova registration platform in design and delivery Redesign website (continuing) to improve accessibility, dual language capacity, navigation, and engagement Plan Outreach strategy that increases virtual LYS attendance through connecting with underrepresented Latinx students through digital and community-based partnering efforts. Recruit 2-4 additional Board members, with special emphasis on financial skills and diversity lived or work experience; improving onboarding process and follow-up mentoring; maintaining & supporting ongoing board responsibilities and capacity wisely, thoughtfully. Schedule Board Retreat, including new members, to address capacity building, LYS and HRT sustainability efforts in a hostile and dangerous environment for vulnerable immigrant Latinx families and youth. Expand membership base to strengthen organizational capacity, hosting quarterly in-person meetings open to the public; fostering community connections, and inviting new members to participate.	This phase will focus on: student recruitment and event logistics. Key deliverables include: Implement structured student recruitment plan, leveraging high school/college/university liaisons, social media, and community networks to maximize student participation. Gather demographic data on student participation. Solicit agreements with OSD, NTSD and other regional school districts and community organizations, such as League of Women Voters, to ensure broader student participation and long-term collaboration. Secure and coordinate speakers and workshops for a scheduled virtual LYS, ensuring alignment with college and career readiness goals. Design pre-&-post-summit surveys to collect data for program improvements and performance tracking. Expand staff and contract hours to strengthen social media Outreach and partner communications, logistics and program coordination. Partner on Hispanic Heritage Month and other immigrant support activities, distributing promotional materials, co-sponsoring immigrant events, and working with immigrant advocacy groups such as ASHO and Mi Chiantla; aiding "Know Your Rights" presentations, passport and Power of Attorney application clinics, and AGUA accompaniment trainings.	This phase will focus on student engagement and LYS virtual program execution, partner participation, post-event operations evaluations, data analysis, student survey responses and impact of LYS on students reported by high school personnel or students themselves. Key deliverables will include: Execute the 3-hour virtual Summit, overseeing and managing logistics of interspersed music and video clips, recorded introductions, plenary speaker or panel, presentation of contracted trauma or other specialist, and real-time troubleshooting. Analyze pre-&-post survey data, registration data, platform program metrics, and feedback from TCMedia and our sponsoring College to assess student experiences, speaker effectiveness, community engagement, and areas for improvement. Host a celebratory dinner to honor College sponsors, key community partners, and LYS/HRT contributors to enhance relationships and promote sustainability Develop a follow-up support system, such as providing online application and links to financial support; resource guides for academic or technical career choices; internships or mentoring programs; and ongoing career or college workshops in partnership with our 2027 LYS site	This phase will focus on strategic planning for the future, funding acquisition, and long- term sustainability. Key deliverables include: Develop a follow-up survey of Latinx 2027 student participants, their counselors, advisors, ELL teachers etc. on virtual summit impact, eliciting positive feedback on impact, and suggestions for improvement and future features. Outline the next-year Latinx Youth Summit plan, including potential program expansions, new school partnerships, and operational improvements. Develop targeted funding proposals to secure sponsorships, grants, and donor commitments for sustained program growth. Strengthen organizational partnerships, establishing multi-year agreements with school districts, businesses, and community groups to enhance the reach and stability of Latinx-focused educational programming. Continue partnering or co-sponsoring local and nearby Outreach events and activities involving or benefiting Latinx immigrant support organizations and groups, high school or partner college and community: all to sustain and strengthen HRT's presence and impact in promoting post-secondary education for Latinx youth in our community.

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hummingbird studio	hummingbird studio is a free, inclusive studio where art belongs to everyone. We believe art is essential to a healthy and vibrant community. We offer a safe, accessible, and welcoming space where artists of all ages and abilities can express their creativity, make art, and connect with others.	hummingbird studio will offer three 90-minute open studio sessions per week on Tuesdays and Thursdays at Friendship Hall at the YWCA. During the first quarter, the studio will operate up to 26 days, providing as many as 78 sessions, with approximately 10–20 participants per session. Art in the Park will take place at Woodland Creek Community Park in Lacey on Friday, July 24, 2026, from 10:00 a.m.–2:00 p.m. This free, open-house style event will welcome drop-in participants, with over 50 community members expected. ACE Strategies will conduct interviews and listening sessions with hummingbird studio leadership, partners, volunteers, and participants to assess current strengths and identify opportunities for future growth.	hummingbird studio will offer three 90-minute open studio sessions per week on Tuesdays and Thursdays at Friendship Hall at the YWCA. During the second quarter, the studio will operate up to 22 days, providing as many as 66 sessions, with approximately 10–20 participants per session. hummingbird studio will participate in Fall 2026 Arts Walk on Friday, October 2, 5:00–10:00 p.m., and Saturday, October 3, 12:00–6:00 p.m., setting up tables and tents at 5th Avenue and Washington Street to engage the public in creating visual art. ACE Strategies will translate discovery insights from the previous quarter into a focused framework to guide future program development.	hummingbird studio will offer three 90-minute open studio sessions per week on Tuesdays and Thursdays at Friendship Hall at the YWCA. During the third quarter, the studio will operate up to 25 days, providing as many as 75 sessions, with approximately 10–20 participants per session. ACE Strategies will facilitate a one-day design summit bringing together leadership, advisors, and partners to align around hummingbird studio's future program strategy.	hummingbird studio will offer three 90-minute open studio sessions per week on Tuesdays and Thursdays at Friendship Hall at the YWCA. During the fourth quarter, the studio will operate up to 25 days, providing as many as 75 sessions, with an average of 10–20 participants per session. hummingbird studio will participate in Spring 2026 Arts Walk on Friday, April 23, 5:00–10:00 p.m., and Saturday, April 24, 12:00–6:00 p.m., setting up tables and tents at 5th Avenue and Washington Street to create visual art with attendees and promote the program. hummingbird studio will participate in the Procession of the Species on Saturday, April 24, 2026. Workshop logistics are TBD. ACE Strategies will develop practical planning tools to support funding, partnerships, and program implementation as hummingbird studio transitions to the Olympia Armory Creative Campus.
ISM Festival	ISM Festival revives and gives voice to Olympia's experimental performance art tradition, uplifting new and experienced artists alike - via accessible programming in a multi-venue, multi-day format - and taking place in downtown Olympia. We fairly compensate artists and offer low/no barrier admission options - in order to bring a wide variety of artists/performers into close contact with a diverse local audience. We encourage authentic, human expression and creative risk-taking - free from the confines of commercial and algorithm-driven art.	Produce and distribute marketing/publicity materials Complete artist and film-maker recruitment and confirmations, send out artist info letters, make travel arrangements for distant artists Finalize venue logistics for 5-6 venues in downtown Olympia, pay any outstanding venue fees Conduct the 3-Day ISM Festival - Sept 11-13th, 2026 Distribute artist compensation to all performing artists & film-makers (within 2 weeks of end of festival)	Compile and post photos & video of performances on (publicly accessible) ISM Website and Youtube Channel End-of-cycle financial assessment (and documentation) Collect feedback from 2026 artists, volunteers and staff Send survey forms to (a subset of) 2026 audience	Host 1-2 community planning meetings to gather input for ISM 2027 programming Create operational plan for ISM 2027, which includes soliciting for new organizers and consulting members Apply for future grants, solicit community donations Establish collaborations with other local arts organizations Develop a marketing strategy to expand the diversity of community served by ISM	Open artist booking for ISM 2027 Create and distribute early marketing materials to generate awareness for ISM Festival 2027 Present 2-3 smaller experimental performance events (workshops, showcases, or talks), each serving 75-150 total attendees

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Lacey MakerSpace	We empower makers to bring ideas to life and cultivate an innovative economy through training on high-tech equipment in a regional workspace for learning new skills.	Host YWCA Different Canvas youth STEAM camp (2 days, July 2026): up to 15 youth participants using digital design, laser engraving, and metalworking to explore creative expression Host 1 hummingbird studio collaborative public workshop (August 2026): up to 20 Olympia community members; free and accessible Develop Olympia Resident Scholarship and Access Fund strategy: establish eligibility criteria, outreach plan, and access model targeting marginalized individuals, young artists, and emerging creatives Launch year-long equity and community development initiative: build relationships with BIPOC and LGBTQ+ communities; identify barriers to participation and pathways for pilot programming taught by and for individuals from marginalized communities; document progress quarterly Actively cultivate partnerships with culturally specific community organizations for youth STEAM programming; formalize at least 1 new collaboration for the 2026-27 cycle Host Creative Consortium convening: continue board development and volunteer coordination work from 2025-26 cycle Continue marketing efforts to grow Olympia resident participation	Host 1 hummingbird studio collaborative public workshop (November or December 2026): up to 20 community members; explore expanded creative access for artists with disabilities or other participation barriers Host 1 arts entrepreneurship workshop for BIPOC makers, women artists, and emerging creatives in Olympia Launch Olympia Resident Scholarship and Access Fund: award first cohort of access support informed by Q1 findings; track recipient demographics and zip codes Continue equity and community development: host at least 1 community conversation with underrepresented Olympia communities; identify potential instructors and program leads from within those communities; document findings Continue marketing efforts to grow Olympia resident participation and arts organization collaboration	Launch ACE Strategies contract: conduct youth apprenticeship needs assessment; outreach to 2-3 Olympia-area high schools; develop mentorship framework with Thurston EDC toward 2027-28 school year programming Host 1-2 Procession of the Species fabrication workshops with Earthbound Productions (February-March 2027): up to 20 participants each; fee-based with discounted or free admission for Olympia residents Host 1 arts entrepreneurship workshop for BIPOC makers, women artists, and emerging creatives in Olympia Continue Olympia Resident Scholarship and Access Fund distribution Continue equity and community development: deepen relationships with BIPOC and LGBTQ+ organizations; advance development of pilot programming taught by and for community members; document progress Host Creative Consortium planning convening: advance board development; begin planning collaborative Q4 public event Continue marketing efforts to grow Olympia resident participation and arts organization collaboration	Host 1 final Procession of the Species fabrication workshop (April 2027): up to 20 participants; free or discounted admission for Olympia residents using scholarship funds Host YWCA and Capital City Pride youth STEAM camp (2 days, June 2027): up to 15 youth in a welcoming, affirming environment Host 1 arts entrepreneurship workshop for BIPOC makers, women artists, and emerging creatives in Olympia Advance ACE Strategies youth apprenticeship framework: establish foundation for 2027-28 mentorship opportunities; share findings and next steps with the Thurston Creative Consortium Participate in South Sound Studio Tour (May 2027): fourth consecutive year; feature LMS member artists displaying and demonstrating work created at our facility during a free, self-guided regional tour Co-produce 1 public outreach event with Thurston Creative Consortium member organizations Synthesize equity and community development work into a living document guiding ongoing inclusion efforts; report scholarship fund outcomes and recommendations for the 2027-28 cycle Continue marketing efforts to grow Olympia resident participation and arts organization collaboration
Master Gardener Foundation of Thurston County (MGFTC)	Our mission is to support an environmentally healthy community. By raising awareness and funds for the Washington State University (WSU) Master Gardener and Thurston County Master Recycler Composter programs, we support efforts to educate our community members on the benefits of water-wise gardening, growing food, low-impact landscaping, diagnosing plant diseases and pests, and recycling and composting.	· Contract with KultureCity for training and consulting to become sensory-inclusion certified. · Train Children's Garden volunteers in children's safety using Put-the-Child-First safety training. · Conduct five Children's Garden events for 4-to-12-year-old children and their parents/caregivers. (Maximum 30 children per event and one parent/caregiver per 2 children), crediting Inspire Olympia as sponsor. · Maintain the Olympia Farmers Market Gallacci Garden and Dirt Works at Yauger Park for public access and education. Post the Inspire Olympia logo in the onsite kiosk. · Tend annual vegetables in raised beds for Children's Garden Program. · Track the weights of food harvested from the raised beds at Dirt Works. All food grown at Dirt Works will be donated to the TC Food Bank in downtown Olympia.	· Prepare perennial plants at Olympia Farmer's Market Gallacci Garden and Dirt Works for winter · Prepare raised vegetable garden beds for winter.	· Promote one Q&A clinic and gardening workshop via print and electronic media, using Inspire Olympia logo. · Conduct one Master Gardener/Master Recycler Composter in-person Garden-Recycling-Composting Q&A clinic at Capital Mall's Grand Court in Olympia. · Conduct one gardening workshop in Capital Mall's REI's classroom space, serving 25-35 attendees, crediting Inspire Olympia as sponsor. · Open the Olympia Farmers Market Gallacci Garden and Dirt Works at Yauger Park for MG volunteer service parties in preparation for public access. Display Inspire Olympia logo in kiosks. · Install garden sign at entrance to Dirt Works, posting days and hours the garden is open to the public, using Inspire Olympia logo. · Replace two wooden arbors at Olympia Farmers Market Gallacci Garden	· Promote one Q&A clinic and gardening workshop via print and electronic media, using Inspire Olympia logo · Conduct one Master Gardener/Master Recycler Composter in-person Garden-Recycling-Composting Q&A clinic at Capital Mall's Grand Court in Olympia. · Conduct one gardening workshop in Capital Mall's REI's classroom space with a Deaf interpreter, serving 25-35 attendees, crediting Inspire Olympia as sponsor. · Maintain the Olympia Farmer's Market Gallacci Garden and Dirt Works for public access. Display Inspire Olympia logo in kiosk. · Plant and tend annual vegetables in raised beds for Children's Garden events. Any food harvested from the beds will be weighed and tracked. All food will be donated to the TC Food Bank in downtown Olympia.

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Masterworks Choral Ensemble	The Masterworks Choral Ensemble is an adult Southwest Washington chorus dedicated to performance, community service, music education, and leadership in the arts. The mission is to perform sacred and secular choral, orchestral, and new commissioned works; to collaborate with other arts groups; to participate in community service activities; and to provide leadership in developing, sponsoring, and broadening the vocal arts.	Promote and host two free vocal workshops for the community called Open Sing, serving 150-200 people. Promote and award scholarships at our summer retreat to members experiencing financial hardship.	Complete a December concert performance at the Washington Center, serving approximately 500-700 people and offering discounted tickets through LINK. Hire 10-15 local musicians to play in the December concert. Free public performance serving ~50 people (we're exploring options for Senior Center or local retirement home to bring music to people who may have limited access to Washington Center concerts).	Host the 2027 annual Harmony sweepstakes A Capela festival for the Northwest region, serving approximately 600-800 people and offering discounted tickets through LINK. Promote and award scholarships at our winter retreat to members experiencing financial hardship.	Completion of April concert performance in collaboration with St. Martin's University chorus, serving approximately 400-600 people and offering discounted tickets through LINK. Hire 20-30 musicians to play in the April concert. Host the 2026 annual Youth Music Competition, serving approximately 20-30 students. Completion of Juneteenth concert performance (featuring music by all Black song writers), serving approximately 400-600 people and offering discounted tickets through LINK. Hire 5 guest artists to play in the June concert.
Mi Chiantla	Substance use and violence prevention through free academic and experiential learning for students from low income and BIPOC communities	Recruit, assess, and register 15–20 Latinx/BIPOC middle and high school students and families Deliver 1 STEM (Sound Engineering & Bioscience) cohort (6–7 weeks, weekly 2-hour sessions) Deliver 1 Cultural Dance & Identity cohort (Aztec danza with Ketzalcoatl Danza Azteca) (6–7 weeks) Deliver 1 Photovoice cohort (6–7 weeks) Host 1 public showcase/gallery event featuring youth projects and cultural presentation (50–75 attendees) Conduct pre/post evaluations and Likert-scale surveys to assess knowledge, skills, and wellness outcomes	Deliver 1 STEM (Sound Engineering & Bioscience) cohort (6–7 weeks, weekly 2-hour sessions) Deliver 1 Cultural Dance & Identity cohort (Aztec danza with Ketzalcoatl Danza Azteca) (6–7 weeks) Deliver 1 Photovoice cohort (6–7 weeks) Host 1 public showcase/gallery event featuring youth projects and cultural presentation (50–75 attendees) Conduct pre/post evaluations and Likert-scale surveys to assess knowledge, skills, and wellness outcomes	Recruit, assess, and register 15–20 youth and families Deliver 1 STEM cohort (6–7 weeks) Deliver 1 Cultural Dance & Identity cohort (Aztec danza) (6–7 weeks) Deliver 1 Photovoice cohort (6–7 weeks) Host 1 public exhibition and cultural performance event (50–75 attendees) Engage Champion Ambassadors (youth/parent mentors) in program delivery Conduct pre/post assessments and participant feedback evaluations	Recruit, assess, and register 15–20 youth and families Deliver 1 STEM cohort (6–7 weeks) Deliver 1 Cultural Dance & Identity cohort (Aztec danza) (6–7 weeks) Deliver 1 Photovoice cohort (6–7 weeks) Host 1 final public showcase/gallery and community celebration (75–100 attendees) Complete final evaluation report measuring knowledge gain, cultural identity, and engagement outcomes Document program impact and lessons learned to support sustainability and future growth
Moving Parts Dance	MISSION: Moving Parts nurtures the dance community through providing embodied research opportunities, dance performance, and a non competitive and injury preventative learning environment.	Production of a contemporary dance film short, featuring dancers on ecological sites. Hiring a professional videographer, a guest director, and completing the editing process. Bringing 2 teens on as paid interns to assist on filming days. Collaborate with local musicians & dancers for the making and showing of our ISM Experimental Music Fest performance. Our studio will serve as a venue for this event and will host over 20 artists and about 200 audience members. Offering a free community movement workshop (July 12 with Stevi Rose) Generate choreography & visual elements (sets & costumes) for the ballet cohort's free Fall performances. Casting 2 youth dancers. Hire a carpenter to build collapsible seating risers for in-house performances 3 scholarships = free weekly dance training to BIPOC and disabled dancers 6 weekly drop in classes and 3 ongoing movement cohorts at sliding scale rates 4 monthly workshops through guest teaching artists & partner orgs. (Fringe, Groove Intuit, Ceili, and Sweat and Sashay)	4 free showings of the ballet cohort's production, free of cost & all ages. Choreographers showcase in collaboration with South Sound Dance Access highlighting regional concert works. Engage with local artists as a venue for Fall Arts walk Production of choreography and visual elements (costumes + sets) for Moving Parts Company's 2027 Winter Show. Pay out stipend to costume designers Rehearsals with 13 company dancers about 10 hours per week 1 free community guest workshop for inclusive movement, all ages newsletters and social media posts highlighting offerings & how to get involved in the art space, with captioning 3 scholarships for free weekly dance training to BIPOC and disabled dancers 6 weekly drop in classes and 3 ongoing movement cohorts at sliding scale rates 4 monthly workshops through guest teaching artists & partner orgs. (Fringe, Ceili, Sweat N Sashay, Groove Intuit)	Debut of 3 scholarships for free dance training to BIPOC and disabled dancers 6 weekly drop in classes and 3 ongoing movement cohorts at sliding scale rates 4 monthly workshops through guest teaching artists & partner orgs. (Fringe, Ceili, Sweat N Sashay, Groove Intuit) Materials printed from local printer Last Word Press Debut of Moving Parts Company's 2027 Winter show & stipend payouts to all collaborators. 2 free studio showcases, 3-4 theater performances. Working with high school students on lighting, sound, and stage management. 1 online training focused on supporting dancers with disabilities newsletters and social media posts highlighting offerings & how to get involved in the art space, with captioning 3 scholarships for free dance training to BIPOC and disabled dancers 6 weekly drop in classes and 3 ongoing movement cohorts at sliding scale rates 4 monthly workshops through guest teaching artists & partner orgs. (Fringe, Ceili, Sweat N Sashay, Groove Intuit)	Engage with local artists + other Inspire Orgs for Spring Arts walk Participate in Pride month through collaboration with Cap City Pride Announce summer dance intensive with new curriculum & teaching staff 8 week parts work / movement program co-facilitated with a LMHC newsletters and social media posts highlighting offerings & how to get involved in the art space, with captioning Open studio hours so the general public may access our space for personal or small group projects/practices & connect with other creatives 3 scholarships for free weekly dance training to BIPOC and disabled dancers 6 weekly drop in classes and 3 ongoing movement cohorts at sliding scale rates 4 monthly workshops through guest teaching artists & partner orgs. (Fringe, Ceili, Sweat N Sashay, Groove Intuit)

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Multicultural Service Center of South Sound (MSC)	The Multicultural Service Center of South Sound's mission is to support a community where all feel valued and empowered, where diversity is celebrated, and where individuals flourish with access to culturally tailored services. Our mission extends to newcomers as well as those who call the South Sound home.	Tutoring for English language learners and U.S. citizenship candidates: 3 two-hour evening sessions each week in a welcoming classroom environment, supported by volunteer tutors using provided instructional materials. Two to three multilingual Community Resource Workshops will help participants understand local systems, along with a Know Your Rights presentation, Family Safety Plans, Legal Clinics, and community services. These workshops are designed to be practical, culturally grounded, and accessible to at-risk communities. We expect to serve 40–60 participants through these workshops. Family Support Services pairs volunteers with families to help them navigate the system and gain access to, and engage with, schools, healthcare, transportation, housing, food programs, legal services, and other essential components of everyday life. One or more cultural exchange events celebrating the languages, traditions, art, and stories of Olympia's diverse residents.	Tutoring for English language learners and U.S. citizenship candidates: 3 two-hour evening sessions each week in a welcoming classroom environment, supported by volunteer tutors using provided instructional materials. Two to three multilingual Community Resource Workshops will help participants understand local systems, along with a Know Your Rights presentation, Family Safety Plans, Legal Clinics, and community services. These workshops are designed to be practical, culturally grounded, and accessible to at-risk communities. We expect to serve 40–60 participants through these workshops. Family Support Services pairs volunteers with families to help them navigate the system and gain access to, and engage with, schools, healthcare, transportation, housing, food programs, legal services, and other essential components of everyday life. One or more cultural exchange events celebrating the languages, traditions, art, and stories of Olympia's diverse residents.	Tutoring for English language learners and U.S. citizenship candidates: 3 two-hour evening sessions each week in a welcoming classroom environment, supported by volunteer tutors using provided instructional materials. Two to three multilingual Community Resource Workshops will help participants understand local systems, along with a Know Your Rights presentation, Family Safety Plans, Legal Clinics, and community services. These workshops are designed to be practical, culturally grounded, and accessible to at-risk communities. We expect to serve 40–60 participants through these workshops. Family Support Services pairs volunteers with families to help them navigate the system and gain access to, and engage with, schools, healthcare, transportation, housing, food programs, legal services, and other essential components of everyday life. One or more cultural exchange events celebrating the languages, traditions, art, and stories of Olympia's diverse residents.
Nisqually Reach Nature Center	To promote the understanding, appreciation, and conservation of the Nisqually Estuary through education, interpretation, and community science.	Host four weeks of "Classic Beach Camp" summer camps at Luhr Beach for 2nd-7th grade students, each occurring over four days, serving 70 youth, approximately 40% of whom we anticipate will be students at OSD schools. Each session of camp will provide 30 instructional hours. Host one week of "Science Adventure Camp" in the Nisqually Watershed for 8th-10th grade students, occurring over four days, serving 12 youth, approximately 40% of whom we anticipate will be students at OSD schools. This camp session will provide 48 instructional hours. The Center and Artists With Ecology will collaborate to offer a free nature journaling workshop for up to 25 Olympia residents.	Offer up to 15 dates for OSD schools to schedule field trips to the Center, free of cost. Each field trip will serve up to 35 OSD students, for a total of up to 525 students served during this quarter. At least two of the Center's staff members, including the Education and Outreach Coordinator, will participate in social-emotional learning training selected in consultation with a disability education specialist. Each staff member will participate in 2-8 hours of training per quarter. Learnings and best practices will be implemented immediately to field trips and summer camps.	Offer up to 10 dates for OSD schools to schedule field trips to the Center, free of cost. Each field trip will serve up to 35 OSD students, for a total of up to 350 students served during this quarter. At least two of the Center's staff members, including the Education and Outreach Coordinator, will participate in social-emotional learning training selected in consultation with a disability education specialist. Each staff member will participate in 2-8 hours of training per quarter. Learnings and best practices will be implemented immediately to field trips and summer camps.	Offer up to 15 dates for OSD schools to schedule field trips to the Center, free of cost. Each field trip will serve up to 35 OSD students, for a total of up to 525 students served during this quarter. At least two of the Center's staff members, including the Education and Outreach Coordinator, will participate in social-emotional learning training selected in consultation with a disability education specialist. Each staff member will participate in 2-8 hours of training per quarter. Learnings and best practices will be implemented immediately to field trips and summer camps. Report total number of OSD students reached during the 2026-2027 school year, and quantify the amount of money saved by Olympia Public Schools thanks to Inspire Olympia Funds. The Center and Artists With Ecology will collaborate to offer a free nature journaling workshop for up to 25 Olympia residents.

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Olympia Arts & Heritage Alliance	To create and sustain a museum that is a destination and gathering place for learning about, reflecting on, and becoming inspired by Olympia's uniquely rich arts, cultures and history.	Install "What Do You Wish For U.S.?" - connecting with America250, including a Wishing Wall that invites visitors to express birthday wishes for America. Program details at https://thecivicseason.com/wish-walls. Install "The Evergreen Effect" exploring how the Evergreen State College changed Olympia; developed in collaboration with Evergreen Archives and Special Collections. Establish and launch an internship for Evergreen student to research and design new exhibit. Initiate "Diversity in Local History / DILH" internship (pending DILH grant funding from Washington State Historical Society). Provide at least six walking tours related to local history and/or AHA exhibits. Present at least two programs related to exhibits, such as workshops, presentations, expert panels, performances and readings. Establish YEAC (Youth Education Advisory Committee) to develop youth education pilot project. Host volunteer appreciation/training event with walkthrough of exhibits. Launch Guided Private Tours program: curated museum tours for five or more participants, with option for specific focus areas. Upgrade Visitor Center: improve display panels and expand available information.	Present a new exhibit on migration stories, exploring how different communities have come to call Olympia home, with opening celebration during Fall Arts Walk, and 4 related events such as workshops and presentations. Convene YE Advisory Committee with DILH intern and AHA staff to shape YE pilot project for middle school students, focusing on history, heritage and cultures. Participate in LoveOly's downtown for the Holidays events. Feature artist/s with promotion and sales of artworks at Visitor Center/museum store. Host volunteer appreciation/training event with walkthrough of exhibits. Host at least 3 Guided Private Tours. Shape the 2027 exhibit plan, with guidance from EPAC (Exhibits and Programs Advisory Committee). Procure, display and sell merchandise corresponding with current exhibits. Create 90-second "Sizzle Reel" video highlighting the AHA Museum and Visitor Center. Convene Board retreat to initiate update of our Strategic Plan.	Install new exhibit on Olympia Music History, in partnership with Olympia Music History Project, with related programming and events. Install new exhibit in lobby gallery. Participate in LoveOly's Valentine month events. Shape YE pilot project and proposal for 2027-2028 school year. Host volunteer appreciation/training event with walkthrough of exhibits. Host at least 3 Guided Private Tours. Procure, display and sell merchandise corresponding with current exhibits.	Participate in Spring Arts Walk with public programming to be determined. Provice at least four walking tours related to local history and/or AHA exhibits. Establish timeline and outreach for YE pilot project for 2027-2028 school year. Host volunteer appreciation/training event with walkthrough of exhibits. Procure, display, and sell merchandise related to current exhibits. Board approval of Strategic Plan.
Olympia Artspace Alliance	The mission of the Olympia Artspace Alliance is to preserve, develop, and advocate for affordable live, work and exhibitions space for artists in Olympia, WA.	July 2026 Summer community mingle - still in the planning phase, but we are holding another accelerator "mixer" to celebrate our 2026 grantee cohort (part one), past grantees, our past artists and muralists, with strategic invites. This event will be open to the public with food and non alcoholic refreshments available and a no-host bar. Release call for art for submissions for Fall Arts Walk storefronts show to commission four window installations Jury held for Fall Arts Walk. Our selection jury is comprised of four community jurors who each receive a $100 stipend. The selection committee shares its recommendations. August 2026 Deinstall show, clean up storefront (pressure washing), and window washing. Provide final payments to artists. Meet new artist cohort to plan installation and discuss individual needs/supports Release call-for-teachers for Teacher/Student Art Install Fall Artswalk show Exhibit September 2026 Deadline for submissions for Teacher/Student Art Jury for Teacher/Student Art NEW Announce Fall Space Grants cycle OAA board planning retreat	October 2026 Plan and Hold Fall Arts Walk public event outside of the Goldberg Building with Storefronts artists Fall artist mingle: An artist forum to connect community and hear feedback on current needs and opportunities. Location and partners TBD. NEW Release Second Space Grants call for application with new accessible website application materials November 2026 Deinstall the fall show 2027 Space Grants Fall Cycle committee selection Space Grants fall award announcement Clean up Storefront, window washing December 2026 Youth/Student Show: Teachers Install the Teacher/Student Art Opening event for teachers/students outside of the Goldberg building (Downtown for the Holidays Weekend) Downtown for the Holidays public celebration with teachers and students Updated plaques for teachers in collaboration with Lacey Makerspace	February 2027 Call-to-Artists for Spring Arts Walk Workshop - Planning your Inspire grant (in partnership with the DOCD) March 2027 Storefronts show for Spring Artswalk, supporting four artists or artist teams and a community event for 50+ people Deadline for submissions for Spring Arts Walk Jury held for Spring Arts Walk. Our selection jury is comprised of four community jurors who each receive a $100 stipend. The selection committee shares its recommendations. Deinstall Winter Show Clean up Storefront, window washing	April 2027 Spring Arts Walk event for 50+ people and all artswalk participants Install Artswalk Show Spring Arts Walk Public Event outside of Goldberg Building for 50+ people and all artswalk participants Release Space Grants call for applications Applications Due Committee Meeting Grant Awards Announced May 2027 Space Grants selection committee and award announcement, awarding ten artists $500

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Olympia Chamber Orchestra (OCO)	Celebrating music, supporting musicians and connecting the South Sound: the Olympia Chamber Orchestra brings together musicians and audiences from all walks of life to share the joy of music. We celebrate diverse musical cultures, encourage artistic expression, and share performances that are vibrant, collaborative and deeply rooted in our community.	Plan the repertoire for 2026-2027 concert season. · Advertise and hold auditions. · Open collaboration with community partners. Host OCO team building event to prep for upcoming season. Rehearsals start in September. Rehearsals continue weekly.	Rehearsals continue weekly in preparation for October concert. Programs and posters printed. Website updated. Advertising and outreach in progress. Concert venue and attendant personnel logistics finalized. Host Concert October 25th at Capital High School. Attend Olympia Music Teachers Association (OMTA) concerto competition to offer solo performance opportunities to winners. Possible Holiday performance (TBD)	Weekly rehearsals begin in January. Programs and posters printed. Website updated. · Advertising and outreach in progress. Concert venue and attendant personnel logistics finalized. Host Concert February 21st at Capital High School featuring the winners of the Olympia Music teachers Association Concerto Competition. If April concert confirmed, rehearsals begin and continue weekly.	Rehearsals continue weekly. Collaboration established with musical partners (e.g. soloists) as appropriate for repertoire. Programs and posters printed. Website updated. Advertising and outreach in progress. Concert venue and attendant personnel logistics finalized. Host 1-2 concerts: April (if no December performance) and June 20th at Capital High School.
Olympia Family Theater	Olympia Family Theater engages audiences of all ages in performances and programs that entertain and educate.	-Produce 27 summer camps (K–12), with a range of different theatrical disciplines, serving 400+ youth; scholarships + no one turned away; culminating showcases -Present "Tales Told in Ten," 1 performance; multigenerational artists + new original works -Present 1 Magic Curtain Morning original shows for young audiences; accessible pricing, no one turned away-Host 2-3 [workshops/lectures/community meetings], serving 25-50 community members at each event	-Produce 2 new works with community partners, multigenerational cast, incl. Mexican American story; 32 performances; accessible tickets including 300+ free tickets -Offer 6-8 winter camps/classes serving up to 160 participants; scholarships + no one turned away; showcases -Present 2 Magic Curtain Morning original shows for young audiences; accessible pricing, no one turned away	-Produce 1 original play with youth + teaching artist; 16 performances; partners + accessible tickets including 150+ free tickets -Offer 6-8 spring classes serving up to 160 participants; scholarships + no one turned away; student showcases -Present 2 Magic Curtain Morning original shows for young audiences; accessible pricing, no one turned away	-Produce 1 musical with multigenerational cast; 16 performances; partners + accessible tickets including 150+ free tickets -Offer 2-4 spring break camps serving up to 80 students; scholarships + no one turned away; showcases -Present 2 Magic Curtain Morning original shows for young audiences; accessible pricing, no one turned away
Olympia Film Society	To present film, music, and art that engages our community, encourages volunteerism, and ensures the preservation of the Capitol Theater.	Develop a strategy for Fall youth programming: Backstage Concert series hosted by youth. Upgraded digital audio platform for enhanced and expanded accessibility of closed captioning / hearing impaired Enhanced lighting equipment to improve live performances.	Finalize youth talent selection and mentoring for the Backstage Concert Series by early fall to ensure youth hosts are fully prepared. Complete the digital audio platform upgrade by mid-fall to enable expanded closed-caption access for hearing-impaired audiences. Install and test the enhanced sound and lighting equipment by early winter to ensure a fully immersive live performance experience.	Complete and evaluate the Backstage Concert Series with youth-hosted performances in early winter, ensuring broad community engagement. Expand digital accessibility by introducing expanded screenings for closed captioning	In the spring, evaluate and refine the youth concert series based on participant feedback. Secure annual partnerships with schools and music programs by early spring to ensure long-term engagement. Solidify the annual Backstage Concert Series as a staple youth program by the end of summer

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Olympia Historical Society & Bigelow House Museum (OHS & BHM)	The Olympia Historical Society and Bigelow House Museum preserves and shares the history and heritage of Olympia and the Bigelow House in a way that recognizes and values the diversity and rich cultures that gave rise to our community, is inclusive of all persons and perspectives, and informs and engages community members and visitors.WA	Create at a minimum, weekly social media content; update website content and calendar. Close-out 2026 REHG project including monitoring. Seek out engagement with instructors & students. Review 2025-26 grant experience and recommend changes for the 2026-27 grant cycle. By 9/15/26 initiate REHG application process; promote program with school district officials and teachers; provide technical assistance as needed. If authorized by board action, assist in staging/hosting play at BHM in coordination with producer, crew, volunteers, and docents. With Programs Committee seek and act upon opportunities for special events, promotions, and fund raising. Facilitate hosting one community-wide event (i.e. Equality Day in August). Coordinate two book/author speaking events with at least one focusing on heritage of groups under-represented in local historic narratives. Contingent on City of Olympia staff support, engage with Olympia Heritage Commission and Olympia Youth Council, in appropriate programming. Coordinate three first-Saturday-of-the-month garden work parties. Record attendance at all society programs and events. Debrief on 6/25 Olympia Youth Project experience.	Create at minimum weekly social media content; update website content and calendar. Conduct the review and award of fourth REHG cycle by 12/31/2026. Review the OHS&BHM program survey and evaluation forms and format; revise as needed. In coordination with Education and Programs Committees, continue planning for summer 2027 Olympia Youth History Project (OYHP). Assist the Events Committee in hosting the 2026 annual Holiday Historic Home Tour. Coordinate with Docent Coordinator on training and staging BHM docents for home tour event; explore youth docents to participate. Record attendance at all society programs and events. Coordinate/host one book/author speaking event. Prioritize book/author that focuses on heritage of groups under-represented in local historic narratives. Assist Programs Committee in planning and hosting an event at the BHM Coordinate three first-Saturday-of-the-month garden work parties and BHM cleaning work party. Conduct quarterly BHM safety/security test. Manage needed capital improvement projects at BHM and grounds. Initiate coordination with AHA Museum staff on programs, events, displays, and volunteers.	Execute contract agreement(s) with recipient of the 2026-27 REHG; monitor grant activity as needed. Work in cooperation with the Hands on Children's Museum (HOCM) to a offer a history-based program/event. Assist the Annual Meeting and Awards Planning Committee to plan and host the 2027 Annual Meeting. Create at minimum, weekly social media content; update website content and calendar as needed. In coordination with Education and Programs Committees, continue planning for summer 2027 Olympia Youth History Project (OYHP). Record attendance at all society programs and events. Coordinate/host two book/author speaking event. Prioritize one book/author that focuses on heritage of groups under-represented in local historic narratives. Coordinate three first-Saturday-of-the-month garden work parties and BHM cleaning work party. Conduct quarterly BHM safety/security test. Manage needed capital improvement projects at BHM and grounds including scopes of work, quality assurance, and payments. Assist the Events Committee in planning the third annual spring fund raising event. Stay informed and act accordingly regarding potential grant opportunities.	Close-out REHG project(s) including project review and implementing planned interaction with OHS&BHM, students, and teachers. Debrief Education Committee and review the grant experience and make recommendations for changes to the 2027-28 grant cycle. Create at minimum, weekly social media content; update website content and calendar as needed. In coordination with Education and Programs Committees, finalize planning and logistics for summer 2027 OYHP. Participate in annual WA Museum Association conference. Record attendance at all society programs and events. Coordinate/host book/author speaking event. Prioritize a book/author that focuses on heritage of groups under-represented in local history narratives. Coordinate three first-Saturday-of-the-month garden work parties and BHM cleaning work party. Conduct quarterly BHM safety/security test. Manage needed capital improvement projects at BHM and grounds including scopes of work, quality assurance, and payments. Assist the Events Committee in planning the third annual spring fund raising event. Stay informed and act accordingly regarding potential grant opportunities.
Olympia Jazz Central	Olympia Jazz Central's mission is to cultivate a deep appreciation for jazz within our community by supporting live performance, expanding access to music education, and inspiring youth to study and play jazz through scholarships, mentorship, and performance opportunities.	Present weekly Monday Night Jazz performances (approx. 12–13 events) Begin planning for the Youth Jazz Symposium (define goals, outline structure, identify potential venues) Conduct outreach to local musicians and educators for participation in upcoming programs Initiate planning for a summer community jazz jam (secure location and partners) Plan and execute annual youth symposium fundraiser	Present weekly Monday Night Jazz performances (approx. 12–13 events) Feature youth performers at least once during the quarter Open and promote Jazz Scholarship applications through school and community network Confirm instructors and venue for Youth Jazz Symposium Continue planning and promotion for community jazz jam	Present weekly Monday Night Jazz performances (approx. 12–13 events) Feature youth performers at least once during the quarter Close scholarship applications and begin review process Finalize logistics for Youth Jazz Symposium (schedule, instructors, promotion) Launch targeted promotion for symposium and jazz jam	Present weekly Monday Night Jazz performances (approx. 12–13 events) Feature youth performers at least once during the quarter Host the Youth Jazz Symposium (spring 2027) Award Jazz Scholarships to selected students Present community jazz jam event Collect feedback and evaluate programs to inform future planning

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Olympia Junior Programs	Mission of Olympia Junior Programs, Inc. • Present to the elementary students of the community educational and entertaining programs in the fields of drama, music, science, and the interpretative arts at minimal cost. • Support and augment arts education through the live theater experience • Maintain the standards of such programs at the highest level. • Develop audiences who will continue to enjoy and support diverse cultural programs in our community.	Continue planning for 2027 season. Continue updating website. Compile final season 2026 financial reports by July 31 and prepare season 2027 proposed budget for approval at September Board meeting. Finish booking companies for season 2027. Pay deposits and sign contracts. Update communication documents. Conduct summer Board planning meeting. Conduct September Board meeting.	Continue planning for season 2027. Continue updating website. Send and compile school participation forms together with scheduling information. Plan and prepare for School Representatives Training meeting. Conduct October and November Board meeting.	Schedule dates for season 2029 at The Washington Center. Apply for financial grants. Pay deposits for theater rental at The Washington Center. Prepare and conduct February School Representative meeting for 40-50 people to disburse information to schools. Present first and second production for five school days each at The Washington Center for the Performing Arts. Completion of 14-18 performances serving 8,000 to 10,000 students and their teachers. Recruit and schedule volunteer theater ushers, lobby monitors, and bus committee. Review and prepare packets of information for School Representatives. Begin collecting evaluation forms from classes/teachers. Send out invoices and begin collecting payments for first two shows. Conduct January, February, and March Board meetings.	Conduct Board elections. Discuss and evaluate season's shows. Continue collecting invoice payments from schools. Present third production for five school days. Completion of 7-9 performances serving 4,000 to 5,000 students and their teachers. Investigate productions for season 2028 and make choices. Conduct May Annual Meeting. Install newly elected officers, present financial report, share evaluation of shows and attendance numbers. Conduct April, May and June Board meetings. Make plans for summer committee work.
Olympia Kato Sister City Association (OKSCA)	The mission of the Olympia Kato Sister City Association is to foster goodwill, fellowship, and cultural appreciation between the cities of Olympia and Kato. In alignment with the mission of Sister Cities International, which is to promote peace through mutual respect, understanding, and cooperation—one individual, one community at a time—our organization strives to strengthen the bonds of friendship through cultural exchange, education, and community engagement. By encouraging meaningful connections, we celebrate our shared values, deepen cross-cultural understanding, and contribute to a more interconnected and harmonious world, enriching both communities through collaboration and lasting international partnerships.	· OKSCA Student Ambassador Planning Committee will finalize trip details for the student delegation to Kato. Topics to include finalizing the itinerary, transportation arrangements (to and from airport), safety protocols, and cultural orientation for students and chaperones. · OKSCA will host a welcome home dinner for Olympia School District students, families, program alumni, and City of Olympia representatives where the Olympia delegation can share their experience as ambassadors in Kato. · Coordinate with the City of Olympia Poet Laureate to implement a poetry exchange between OSD students and Kato School District students. · Quarterly newsletter will be produced · Board President will submit the Inspire Olympia quarterly report for reimbursement	· Assist with developing a public outreach program to highlight the poetry exchange program. Ideas include printing bus placards for placement on key Intercity Transit bus routes, with links to our website and the Inspire Olympia web page. · Host Annual Meeting and include a public program on the value of people-to-people diplomacy. · Formalize contract with Olympia Historical Society to manage OKSCA archival material. · Hold board elections at OKSCA Annual Meeting · Begin membership drive · Produce quarterly newsletter · Board President will submit the Inspire Olympia quarterly report for reimbursement	Order archive materials to store OKSCA historical documents and artifacts. Sponsor and staff a booth at the Lacey Cultural Celebration. Continue coordination of the Poet Laureate exchange program Produce quarterly newsletter Begin planning for hosting Kato Student delegation in the summer of 2027. Apply for Inspire Olympia grant Board President will submit the Inspire Olympia quarterly report for reimbursement.	· Recruit host families for 2027 Kato student delegation. · Hold host family orientation meeting to go over goals, logistics, and safety protocols for the visit. · Sponsor and staff a booth at the AANHPI Heritage Celebration · Produce quarterly newsletter · Board President will submit the Inspire Olympia quarterly report for reimbursement

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Olympia Music History Project	To document and make public the music history of the City of Olympia through oral histories, images, and ephemera.	A second Olympia Music History Project showcase will be held at Free Music Olympia's Scherler Sundays concert series on Sunday, August 23. The show will feature performances by Olympia area bands active in the 1980s-2000s, including The Blow, Tall Toad, Sandman the Rappin' Cowboy, and several others. These concerts are free, outdoors, all-ages, and open to the public. We will host our third history talk event at the Washington State History Museum on August 20, focusing on the historic connection between the music scenes in Tacoma and Olympia. Begin working with GIS professional Marcy LaViollette to create an interactive downtown walking map featuring historic venues and significant locations. Marcy is generously donating her time to this project. We will be purchasing a large-format digital scanner to scan flyers, photos, and ephemera relevant to our organization and to complete our Op Magazine scanning project. We have been traveling to the Seattle Public Library for this scanning project for over a year.	Organize a show with musical duo The Softies in October, 2026. The Softies have strong ties to Olympia and K Records. We hope to book the historic Capitol Theater, where teenage Rose Melberg first performed at the International Pop Underground Convention in 1991. We are organizing our first collaborative presentation with the Arts & Heritage Alliance (Oly AHA) Museum. Continue scanning ephemera, including the collections of Ryan Von Bargen and Sean McCoy, and 26 issues of Op Magazine. Conduct and publish at least 2 additional interviews. The focus of future interviews will include stories of folks who identify as BIPOC or LGBTQIA+. Work with KAOS 89.3 radio to share edited oral histories for a radio audience. Continue developing website, including the bands page, series/events, and timeline.	Begin working on a collaborative multimedia exhibit at the Oly AHA museum. Conduct, edit, and publish a group interview on our YouTube channel. This will be our first video interview where local scene members share their perspectives on a shared experience. Continue to work with Marcy LaViollette to write content, edit audio clips, and identify visuals for a self-guided walking tour map of downtown Olympia. Conduct and publish at least 2 additional oral history interviews. Our original list of possible interviewees exceeded 300 people. The focus of future interviews will include stories of folks who identify as BIPOC or LGBTQIA+. Work with KAOS 89.3 to share edited oral history audio content with the broader KAOS radio audience. Continue scanning ephemera collections and uploading to Omeka digital archive software. Continue work with Pat Maley on a project to digitize hundreds of Yoyo a Gogo ADAT tape recordings. We are seeking an additional grant for this project.	Publish scanned ephemera to the Omeka digital archive and our website. Launch the self-guided walking tour map of downtown Olympia, and host a launch party with the Oly AHA Museum to celebrate the walking tour map and the collaborative multimedia exhibit. Conduct and publish at least 2 additional oral history interviews. The focus of future interviews will include stories of folks who identify as BIPOC or LGBTQIA+. Finalize booking performers for our August showcase at Free Music Olympia's Scherler Sundays concert series. Continue to work with Pat Maley on a project to digitize hundreds of Yoyo A Go Go ADAT tape recordings. We are seeking an additional grant for this project.
Olympia Musical Theatre	Olympia Musical Theatre seeks to educate and inspire community youth and adults in theater, music, and life, from the perspective of master teachers and from the heart, empowering our community members of all ages to achieve their highest musical potential and give back to the community through music and arts.	Production of Summer Cabaret, serving 50-75 community members & 6-10 participants Weekly rehearsals of Olympia Musical Theatre Singers winter performance starting in September, serving 40-50 participants Open Mic Night at end of July, August, September, serving total of 40-60 community members per event	Weekly rehearsals of Olympia Musical Theatre Singers winter performance, serving 40-50 participants 2 public performances of Olympia Musical Theatre Singers winter concert, serving a total of 200-300 community members Open Mic Night at end of October, November, and New Year's Eve, serving 40-60 community members per event	Weekly rehearsals for Olympia Musical Theatre Singers spring performance, serving 40-50 participants Open Mic Night at end of January, February and March, serving 40-60 community members per event	Weekly rehearsals for Olympia Musical Theatre Singers spring performance from April through mid-May, serving 40-50 participants 2 public performances of Olympia Musical Theatre Singers spring concert, serving a total of 200-300 community members Open Mic Night at end of April, May, and June, serving 40-60 community members per event

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Olympia Youth Chorus	Olympia Youth Chorus provides young singers with rich musical education, performance opportunities, and benefits of a strong, creative community. Our core values are artistic integrity, creativity, collaboration and community inclusion.	By August 15, Choir Genius set up By August 25, update the parent handbook based on the results of the family survey/program evaluation taking place in spring. By August 25, work with board and staff to finalize the calendar of events and programs for the year and ensure that include traditional and non-traditional venues By August 31, hold auditions with a goal to reach 20 new singers, this includes partnering and publicizing auditions throughout Olympia. By August 31, hold a 4 hour staff retreat. (10 staff) By September 30, hold OYC parent orientation meetings with board members. (145 parents, 5 board members) By September 30, publicize and host Bring a Friend rehearsal. (20 new singers) By September 30, complete 4 regular weekly rehearsals at Washington Middle School (105 singers, 10 staff) By September 30, complete 2 fall choir retreats (50 singers, 4 staff, 1 clinician) By September 30, hold 1 staff meeting and 1 board meeting	By December 31, complete 11 regular weekly rehearsals at Washington Middle School (105 singers, 10 staff) By October 30, complete 2 fall choir retreats (55 singers, 4 staff, 1 clinician) By October 30, select community nonprofit organization to benefit at the December concert (Kids Helping Kids initiative) By October 30, board of directors to review and approve financial assistance scholarship awards By December 30, complete at least 3 non-traditional venue engagements (schools, senior living, farmers market, etc.) (105 singers, 10 staff, 350 audience members) By December 15, publicize and hold December concert with all OYC choirs and community nonprofit partner (105 singers, 10 staff, 5 board members, 500 audience members) By December 30, celebrate fall achievements with a pizza party (105 singers, 10 staff, 5 board members) By December 30, hold 2 staff meetings and 1 board meeting By December 30, staff to renew ACDA memberships	By January 15, publicize and hold mid year auditions and Bring a Friend rehearsal (approximately 35 new singers, 10 staff) By March 31, hold 11 rehearsals and 1 dress rehearsal (115 singers, 10 staff) By January 30, hold mid year parent meeting for new singer parents (20 parents, 2 staff, 1 board member) By March 31, hold March 2027 concert at the Washington Center (115 singers, 10 staff, 7 board members, 600 audience) By March 31 hold 3 staff meetings and 1 board meeting	By May 31, hold 7 rehearsals and 1 dress rehearsal (115 singers, 10 staff) By May 31, hold May 2027 concert (115 singers, 10 staff, 5 board members, 500 audience) By June 30, hold 3 staff meetings By April 30, launch parent / family program evaluation survey By May 31, hold spring auditions for the following fall (25 new singers, 10 staff) By June 30, complete at least 2 non-traditional venue engagements (50 singers, 4 staff, 150 audience) By June 30, complete board retreat to evaluate strategic plan and next season's budget (10 board members, 4 staff) By June 30, Cantabile choir to attend and participate in regional choral festival (30 singers, 4 staff)
OURstory Community at Rebecca Howard Park	OURstory in the Park Project and Black Heritage Cultural Program seeks to activate public space, expand cultural access, and deepen community understanding of Black history in Olympia through arts, storytelling, literacy, and film.	July- Read in the Park August- Cinema in the Park September- Black Arts in the Park	None	Black History Month pop-up Museum- New Life Baptist Church	none
Pacific Northwest Theater	Our mission is to provide an engaging, meaningful, and affordable theatrical experience for school-age youth in the South Puget Sound region.	Completion of 3 summer programs with 90 young people and 1,200 -1,500 attendees Launch of summer 2027 program registration	Completion of 1 afterschool program serving 30 young people and 250 - 300 attendees.	Completion of 2 to 3 afterschool programs, each serving 30 young people and 250 - 300 attendees.	Completion of 1 to 2 afterschool program with 30 young people and 250 - 300 attendees.
Rainbow Community Center Olympia dba Rainbow Community Arts Olympia	To support events, murals & other public art works that uplift the broader Olympia, Washington community and beyond with a strong focus on LGBTQ+ and communities of color.	□ Confirm 7 artists: 3 for this quarter, 3 for future quarters, with an additional one already confirmed for this quarter (for the Estuarium mural). □ Confirm concept sketches for all 7 murals previously noted. □ Complete 4 murals (Estuarium + 3 YMCA panels) □ Hold 4 dedication ceremonies (one for the Estuarium, one for each YMCA panels)	□ Confirm 1 more artist for the remaining YMCA panel □ Complete 1 YMCA mural □ Hold 1 dedication ceremony □ Publicize the new YMCA & Estuarium murals in Oly Arts, JOLT (events), and other local arts and social media publications.	* Hold 1 indoor intergenerational art project with Senior Services * Submit data for new murals to the City of Olympia so they can update the online Mural Map (number to be determined). * Design and distribute a postcard-sized promotional flyer for the online mural map. * Meet with potential Community Partners on prospective projects * Review 2026 work plan accomplishments * Develop and post 2026 Annual Report, send copies to all funders, community partners & other stakeholders * Develop & confirm 2027 work plan *Continue to raise funds for the YMCA mural and future projects	□ Complete final 3 YMCA murals □ Hold 4 dedication ceremonies (one for each YMCA mural and one for the collective Touchstones of the YMCA mural project) □ Publicize new murals in Oly Arts, JOLT (events), and other local arts and tourist publications. Develop (or use City-provided report format) and deliver report for Olympia Inspire Program that details the accomplishments, fidelity to contract, and gathers qualitative feedback from artists, commuunity partners, building owners, funders, and community members at large about the impacts of these new public artworks.

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Restoring Earth Connection	We seek a change in how we relate to the natural world. The current paradigm teaches domination over Earth, causing cataclysmic changes that threaten life on Earth. However, there is a new and ancient paradigm that recognizes the necessity for an interdependent, reciprocal relationship with Earth. We pursue this vision through advocacy for climate stability, increasing biodiversity, social justice, and sustainable environmental practices.	Completion of Inspire paperwork Purchase of our general liability insurance Producer to begin dancer outreach Beginning film footage capture Secure and finalize rehearsal space	Finalize cast of dancers Beginning of rehearsals Ocean visit with dance cast, and film footage capture Designing of advertising campaign	Editing film footage Continuing rehearsal Tech and dress rehearsals Conduct advertising campaign Performance in mid-March Edit- recording of the performance	none - project will already be completed
Rueda de Olympia	To cultivate a vibrant and inclusive community in Olympia through the joy of Cuban Salsa, fostering connection, teamwork, and wellness while honoring the rich traditions and roots of the dance, music, and culture.	Generate and execute contracts with venues, instructors, and musicians. Create detailed schedule of workshops and events as part of larger festival. Create and publicly release a promotional video, sent to 600-700 people via WhatsApp, Facebook, and personal messaging. Prepare and release list of recommended Olympia hotels, restaurants, and tourist attractions to all confirmed attendees. Completion of weekend festival, serving a total of 60-100 attendees.	Recap of event; determine what worked well and didn't. Assess financial success. Create new promotional video based on recordings from the event.	Begin planning operations for second annual festival.	Begin preparation for following year's event. Generate and execute contracts with venues, instructors, and musicians. Publicly release a promotional video, sent to 600-700 people via WhatsApp, Facebook, and personal messaging.
Samba Olywa	Samba Olywa is an amateur percussion and dance group dedicated to building community through the learning and sharing of Samba and other rhythms. We provide the opportunity for anyone, regardless of experience, to join us as we take our spirited and joyous energy to the streets and to the stage.	monthly volunteer board meetings and weekly emailed communication to all Samba Olywa participants payment of rent for weekly practice space, serving an average of 30 to 40 participants per week start the search for a consultant to provide a professional evaluation of the organization start planning for new workshops and new material one to five public performances including Olympia Harbor Days, Chehalis Alien Festival, senior living facilities, schools as booking occur, serving from 40 to thousands depending on the type and day of performance providing up to 50% scholarships for professional development for dance and drum leadership to attend California Brazil Camp in August to learn new material and more about the Brazilian culture	monthly volunteer board meeting and weekly emailed communication to all Samba Olywa participants participating in Fall Arts Walk, Luminary Procession, South Capital Halloween Gig, serving thousands depending on the weather payment of rent for weekly practice space, serving 30 to 40 participants per week hosting of the Samba Olywa Annual Meeting in rented space final planning and promoting the new 2027 drum and dance workshops and new material practices purchase of new instruments and sound equipment as needed voting for the species we will represent in the 2027 Procession of the Species during Spring Arts Walk	monthly volunteer board meeting and weekly emailed communication to all Samba Olywa participants submission of annual federal tax forms payment of rent for weekly practice space serving 30 to 40 participants per week and increasing to over 100 weekly participants in March through April for Procession Celebration practices and extra practices payment of rent for mid-week extra practice space in March and April, serving 30 to 40 participants offering new drum and dance workshops and choreography reviewing the consultant's evaluation and long-term plan and search for a part-time administrator continuing professional development for dance and drum leads as needed announcing practice and costume making schedules for Procession Celebrations 2026 planning spring and summer performance schedules, sharing Samba with diverse audiences from less than one hundred to thousands depending on the type and day of the performance creating costume prototypes for Procession of the Species 2027 and purchasing necessary costume making supplies	monthly volunteer board meeting and weekly emailed communication to all Samba Olywa participants payment of annual liability insurance premium payment of rent for weekly practice space, serving 30 to 40 participants per week and increasing to over 100 participants in March/April for the Procession Celebration practices payment of rent for mid-week extra practice space in March and April, serving 30 to 40 participants finishing costuming for Procession of the Species and Luminary Procession 2027 fall performance planning for Olympia Harbor Days, Alien Festival and Halloween events continued implementation of long-term plan and bringing in a part-time administrator confirming and participating in local spring performances costume purchases as needed

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South Puget Sound Salmon Enhancement Group	"Protect and restore salmon populations and aquatic habitat with an emphasis on ecosystem function through scientifically informed projects, community education, and volunteer involvement."	Planned Kennedy Creek Salmon Viewing Field Trips with OSD. Offer any financial support needed for transportation Create a flyer and send out to OSD teachers before the Kennedy Creek field trip sign up opens explaining the program Complete Docent handbook for Kennedy Creek Create a flyer for Olympia resident telling them the salmon are returning soon to Kennedy Creek Confirm internship through Evergreen State College for Kennedy Creek Confirm YMCA is still in Partnership with Thurgood Marshall See if any OSD High Schools would be interested with a field trip to Woodard Bay to learn how to be a steward Plan a Latin Heritage day at Woodard Bay with Department of Natural Resources Confirm with school they are participating in the Salmon in the Schools Program. Garfield, LP Brown, Roosevelt and the addition of 1-2 schools	Host the Kennedy Creek Salmon Viewing field trip for OSD Host the Latin Heritage Day event at Woodard Bay Natural Area Print out science journals for OSD field trips - if requested by teachers Set up all tank for the salmon in the schools program Buy any supplies for the salmon tanks (filter, gravel, etc) Find internship for the salmon in the school program for the OSD (Help with any tank problems and help with in classroom learning events) Create a video about Kennedy Creek Salmon	2 workshops - YMCA partnership with Thurgood Marshall afterschool program Create a Olympia events involving salmon for the weekend Plan the salmon release field trips Host a volunteer workshop for the salmon release field trip Host any in classroom learning lesson for OSD Take care the salmon tanks with the help of interns Host the salmon release field trip Plan the High School field trip - If school agrees Report salmon release numbers to the hatchery Showcase Inspire Olympia connection to salmon in the schools program Host a salmon release community event I will connect with the hatchery and see if we can change the designated location to a Olympia address	If extra funding ask Salmon in the School teachers if they would like an extra workshop Host the Woodard Bay high school field trip Clean and take down salmon tanks Buy any tank supplies in preparing for next year Host a "Thank you celebration" for you the interns and volunteers for the salmon in the schools program
South Sound Dance Access	South Sound Dance Access fosters a healthy and resilient community in the South Puget Sound through ensuring access to dance, movement, and the performing arts for people of all ages and abilities, as a means of mental and physical health, creative expression, and community building.	· Complete 4-5 day-long Professional Development training in Brain Compatible Dance Education at Summer Dance Institute for Teachers (SDIT) for new staff members. · Day-long Professional Development training with the whole team from Sensory Toolhouse LLC or JBLM Autism center on Sensory Systems and supporting neurodivergent students. · Curriculum development for the 26-27 school year, completing 4 curriculum sets · Creation of public outreach materials for Fall quarter classes, 9 social media posts, 3 posters/flyers, and 3 videos, 1-3 minutes long · Offer 5-10 dance sessions in partner organization summer camps and activities	· Complete 8 week session with the first partner school · Complete 10 week after school session · Complete registration for 4 community class programs: Seniors, Adaptive Dance, Sensory Friendly, and Adult Class · Complete Fall Quarter community classes meeting for 8 weeks each class – Seniors, Adaptive Dance, Sensory Friendly, and Adult Class · Create public outreach materials for Winter Quarter classes, 9 social media posts, 3 posters/flyers, and 3 videos, 1-3 minutes long · Conduct public outreach and/or workshops at Fall public events – Arts Walk	· Complete 8 week session with the second partner school · Complete registration for 4 community class programs: Seniors, Adaptive Dance, Sensory Friendly, and Adult Class · Complete Winter Quarter community classes meeting for 8 weeks each class – Seniors, Adaptive Dance, Sensory Friendly, and Adult Class · Create public outreach materials for Spring Quarter classes, 9 social media posts, 3 posters/flyers, and 3 videos, 1-3 minutes long	· Complete registration for 4 community class programs: Seniors, Adaptive Dance, Sensory Friendly, and Adult Class · Complete Winter Quarter community classes meeting for 8 weeks each class – Seniors, Adaptive Dance, Sensory Friendly, and Adult Class · Create public outreach materials for Spring Quarter classes, 9 social media posts, 3 posters/flyers, and 3 videos, 1-3 minutes long · Conduct public outreach and/or workshops at Spring public events – Arts Walk · Conduct outreach to partner organizations regarding summer programs

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South Sound Eco-Network	To connect and support environmental educators and outreach professionals, strengthening collaboration and amplifying impact across the South Sound region and beyond.	Co- Produce one public Wild Ideas: Creative Approaches to Science workshop in Olympia serving 25-50 participants. Partner with at least four environmental educators or scientists to provide science education related to local ecosystems and environmental stewardship. Partner with 1-10 artists or performers per event that interpret environmental science through creative expression. Facilitate participatory activities that allow community members to explore environmental topics through art, joy or laughter. Support Eco-Net coordination, communications design, and website development to strengthen program infrastructure Promote events through Eco-Net's regional educator network, online, and partner organizations Document programming through photography and summary materials.	Co-produce two public Wild Ideas: Creative Approaches to Science workshops in Olympia serving 25-50 participants. Partner with at least four environmental educators or scientists to provide science education related to local ecosystems and environmental stewardship. Partner with 1–10 artists or performers per event that interpret environmental science through creative expression. Facilitate participatory activities that allow community members to explore environmental topics through art. Support Eco-Net coordination, communications design, and website development to expand Eco-Net programming Promote events through Eco-Net's regional educator network, online, and partner organizations Document programming through photography and summary materials.	Co-produce one public Wild Ideas: Creative Approaches to Science workshop in Olympia serving 25-50 participants. Partner with at least four environmental educators or scientists to provide science education related to local ecosystems and environmental stewardship. Partner with 1–10 artists or performers per event that interpret environmental science through creative expression. Facilitate participatory activities that allow community members to explore environmental topics through art. Maintain program coordination and support ongoing website and communications development. Promote events through Eco-Net's regional educator network, online, and partner organizations Document programming through photography and summary materials.	Co-produce two public Wild Ideas: Creative Approaches to Science workshops in Olympia serving 25-50 participants. Partner with at least four environmental educators or scientists to provide science education related to local ecosystems and environmental stewardship. Partner with 1–10 artists or performers per event that interpret environmental science through creative expression. Facilitate participatory activities that allow community members to explore environmental topics through art. Promote events through Eco-Net's regional educator network, online, and partner organizations Document programming through photography and summary materials and prepare a final report. Document programming and report on the capacity building of Eco-Net's communications and coordination infrastructure
South Sound Maritime Heritage Association	Celebrating and preserving maritime history in Olympia and the Puget Sound region.	We will deliver the Olympia Harbor Days Festival, a free community festival, offering live entertainment on 2 stages, 2 food alleys, over 250 vendors, free community projects a one of a kind Tugboat Race and much more. We will bring our community together in person for a free Olympia Harbor Days festival and celibration of our tugboats and working waters history for the community by the community and with our community.	We will continue to build partnerships that help us all create sustainably equitable calibrations with our community. Review our 27 changes and close out the 26 year.	We will provide data driven research on attendance and festival participation in community projects and begin our work on 2027.	Updates on preparation that will be under way for the 2027 Harbor Days Festival.
South Sound Story Guild	Washington	*Monthly meetings every second Wednesday that will serve about 30 people each time *August 8, Stories in the Park, Stories in the Dark; public event held at Squaxin Park for about 60 people	*Monthly meetings every second Wednesday that will serve about 30 people each time *November 27, Tellabration: public event as part of the National Storytelling Net for about 50 people	*Monthly meetings every second Wednesday that will serve about 30 people each time *March 28-30, Fanning the Embers, retreat and workshop for storytellers, 25 people	*Monthly meetings every second Wednesday that will serve about 30 people each time *various school visits that are not scheduled yet

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South Sound Studio Tour	The South Sound Studio Tour supports local artists and makers by showcasing a variety of studio spaces throughout Olympia, Tumwater, and Lacey, while educating and inspiring our community by building relationships between artists and the broader public.	Following the 2026 May tour, collection and analysis of tour attendance and sales data, and artist and visitor feedback. Review of the 2026 organizational plan to consider ways to further increase community participation in 2027. Review of all SSST application and publicity materials with continued attention to language welcoming under-represented groups and new artists. Begin developing a list of possible professional development workshops and artist-led skill workshops to be publicized on the new SSST website during the 2026-7 year to enhance connection and collaboration among artists and with the community. Produce summer SSST newsletters.	Finalization of SSST plan for 2027 tour and new fundraising plan to secure long-term sustainability for the Tour. Continue outreach to new BIPOC and LGBTQIA+, young artists, and multi-cultural groups to raise awareness of the 2027 Tour. Begin identification of promising youth artists to participate in the 2026 Tour through collaboration with our ACE program partner and local high school art teachers. Begin publicity for upcoming application period and hold 2-3 informational sessions for new, interested artists. Focus on fundraising among local business and organizations. Publish the 2027 artist application materials. Continue outreach to new artists and respond to artist inquiries. Recruit guest juror(s) to help review artist applications. Review artist applications using these criteria: 1) balance and diversity of art media and aesthetic viewpoints; 2) quality of the creative work; 3) increasing LGBTQIA+, BIPOC and other under-represented groups; 4) educational opportunities to be offered by the studio; 5) physical accessibility of the studio. Produce fall newsletters. Publish online application	Jury and close the application. Notify accepted studios notified and encourage artists to share space to include as many artists as possible. Identification of host artist-mentors for youth artists. Hosts to provide studio space and assistance in curating the students' displays. Finalization of all print materials (tour brochure and map, fundraising flyer, location signs, data collection sheets, etc.) and delivery to graphic designer. Publicity for the May tour started through social media, print media and radio. Fund-raising by Board and volunteer artists continued. Produce winter SSST newsletters.	Delivery of all Tour print materials to printer. All participating artists contacted to review tour procedures. Artists provided with physical signage, maps and brochures, attendance data sheets and questionnaires. Publicity intensified via social media, radio and YouTube ads; poster and flyers (tour maps) distributed to local businesses; continued fund-raising. Produce spring SSST newsletters. The 2027 South Sound Studio Tour presented, May 29-30. Collection of data sheets and artist and visitor questionnaires following the tour. Post-tour meeting held with participating youth artists to discuss tour impact. A post-tour social gathering held for all participating artists to promote more connections and community.
String and Shadow Puppet Theater	String and Shadow Puppet Theater's mission is to create high-quality, accessible, all-ages theater that nurtures the imagination, sparks joy, and strengthens community through the expansive art forms of puppetry and storytelling.	Produce Night at the Grand Opera in 8 free, by-donation performances at Decatur Woods Park, serving an estimated 2,800–3,200 audience members. Implement volunteer performer program during performances, involving 4–6 community members per show in puppetry and backstage roles. Conduct 1–2 community build days, engaging 20–30 participants each, for summer production set and puppet construction.	Develop and debut the first-year community-centered Halloween parade, serving 300-500 participants Host 3-4 puppet-making and costume workshops, serving 20–50 participants each	Artistic development for new summer 2027 production (explore story concepts, character ideas, visual design approaches and draft initial scripts, music, and scene structures with core artistic team)	In-school touring program: present 14 performances at elementary schools across the Olympia School District, serving an estimated 3,300–3,500 students Conduct 2 expanded classroom residencies at OSD elementary schools, serving an estimated 45-65 students Host 4 community build days in anticipation of the 2027 summer performance, serving an estimated 150 community members Implement a 10-week paid apprenticeship program, serving 2 emerging artists, providing mentorship and hands-on experience in puppetry, performance, and production
TCMedia (Thurston Community Media)	Thurston Community Media empowers the creation of local content with digital media education and access to technology to encourage critical thinking, art and storytelling.	TCMedia will provide seven summer camp opportunities summer camps for youth ages 6 to 15: 4, week long, half-day - ages 6-10 - animation, movie making, and GarageBand 1, two-week full-day - ages 11-15 - animation intensive 2, week long full-day - ages 11-15 - movie making from script to final edit A minimum of two fee-based media production workshops for adult content creators. A minimum of two free media production workshops for the general public. TCMedia will continue to support the Free Olympia Music program	A minimum of 3 fee-based adult media workshops A minimum of 2 free media workshops for the general public A Winter-break camp for youth Afterschool teen program - Creative Youth Development Video documentation of at least 1 local cultural or arts activity or event	A minimum of 3 fee-based adult media workshops A minimum of 2 free media workshops for the general public. Video documentation of at least 1 local cultural or arts activity or event	A minimum of 3 fee-based adult media workshops A minimum of 2 free media workshops for the general public. Video documentation of at least 1 community cultural event or activity A minimum of 1 youth camp during the school district spring break

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Team-Tomorrow, LLC	Our mission is to spotlight, preserve, and contribute to Olympia's historic music legacy while creating an affordable, inclusive gathering that highlights local music, commerce, and culture.	Team-Tomorrow will complete the following public programs and organizational deliverables during Q3 2026: Produce South Sound Block Party 2026, a two-day, all-ages waterfront music festival (August 28–29, 2026), including: One large-scale public cultural event serving approximately 5,500–6,500 total attendees 20–25 live music performances by local, regional, and nationally touring artists Participation by 10-15 local vendors, including food, retail, and small businesses Free admission for children under 12 and affordable ticket pricing Provide paid work opportunities for: 60-70 artists and performers 40–50 local event workers and production staff, including stage, sound, security, box office, and operations roles Ensure equitable public access through all-ages programming in accessible public space Complete capacity-building and sustainability activities: finalizing production plans, coordinating with public agencies and site partners, implementing regional marketing and communications, completing required grant reporting, and beginning funding and sponsor outreach for 2027's festival Issue a patron survey to receive feedback from Ticket Buyers on the event	Produce the South Sound Music Summit, a free, educational, workforces development and networking event (November 2026), including: 1 public program serving approximately 200 musicians, performers, and creative workers 1 panel discussion featuring regional and industry professionals 6 break out groups/presentations led by regional and industry professionals Free admission and meals to reduce financial barriers to participation Provide paid opportunities for participating speakers, facilitators, and cultural workers contributing expertise to Summit programming Complete organizational sustainability activities, including: Preparation and submission of grant applications for the following festival cycle Sponsor outreach and relationship-building to support future public programming Post-event evaluation, documentation, and completion of required grant reporting These deliverables support both immediate public benefit through free educational programming and the long-term sustainability of accessible arts programming in Olympia.	With Inspire Olympia support, Team-Tomorrow will complete the following organizational and programmatic deliverables during Q1 2027: Develop the artistic program for South Sound Block Party 2027, including confirming headlining and supporting artists and establishing the overall festival lineup Hire and onboard key seasonal staff and contractors, including content, marketing, and production support roles necessary for festival delivery Advance organizational capacity-building, including: Drafting preliminary budgets, budget goals and production timelines Updating internal planning documents, workflows, and staffing plans Continuing sponsor outreach and funding strategy development Launch early-stage marketing and communications efforts, including organic content planning and asset development to support public engagement and ticket sales later in the year These activities lay the groundwork for accessible, high-quality public programming while supporting long-term sustainability and responsible use of public funds.	With Inspire Olympia support, Team-Tomorrow will complete the following marketing and staffing deliverables during Q2 2027 in preparation for South Sound Block Party 2027: Execute the primary marketing and communications campaign, including: Public announcement of the festival lineup and on-sale of 2026's festival - a historic year 5! Creation and distribution of digital marketing assets (graphics, short-form video, email campaigns) Regional digital and email promotion to drive public awareness and advance ticket sales Hire and onboard seasonal event staff and contractors, including: Marketing and content support, Stage, Sound and Lighting vendors Production, operations, and box office roles Finalize staffing plans and schedules to support safe, accessible, all-ages programming These deliverables ensure broad public awareness, equitable access to paid work opportunities, and readiness for the successful delivery of large-scale public cultural programming later in the summer.
Terra Forma Education	To cultivate an understanding of interconnection between diverse human communities and the planet through the arts, the sciences, adventure and myth.	During this period, we will focus on preparation for the conference week program. Key deliverables include the creation of outreach materials such as flyers, social media content, and the setup of event registration systems. Additionally, we will establish relationships with school leadership within the Olympia School District to assess potential participation and engage with community partners like PTAs. A key deliverable is a report summarizing outreach efforts, including the number of schools contacted, participant goals, and strategies for expansion. This will also include insights on how funding supports these efforts to increase participation in the future.	The focus of this period will be executing the conference week event and evaluating its success. Deliverables include a detailed summary of the event execution, tracking the number of participants and engagement levels. We will also distribute a community evaluation questionnaire to assess satisfaction, skill development, and the event's overall impact. A report analyzing these responses will be provided, along with recommendations for improving outreach and engagement for future events. Additionally, we will finalize registration data, compare actual event costs to the budget, and provide a narrative that reflects on successes, challenges, and growth opportunities.	During this period, we will prepare for and execute the Spring Conference Week event, incorporating lessons learned from the previous event. Deliverables include updating the event plan, refining outreach materials, and ensuring strategies are in place to increase school participation. The updated plan will outline participant expectations, survey methods, and impact assessment strategies. This phase will focus on strengthening relationships with school leadership and ensuring that communication channels are optimized for wider reach. We will continue tracking attendance and retention, setting clear goals for growth and engagement.	In this final period, the focus will be on conducting a comprehensive program evaluation. Deliverables include the successful execution of the event, tracking participant numbers, and collecting feedback via surveys. A final report will summarize the event's impact, compare actual costs to the budget, and reflect on the overall program trajectory, including successes and areas for improvement. This will include an evaluation of outreach efforts, partner engagement, and strategies for future growth, with recommendations for sustaining and expanding the program.

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The 3rd Thing	The 3rd Thing is an independent press dedicated to publishing necessary alternatives: projects representing in form, content and perspective our interdisciplinary, intersectional priorities. We publish innovative work primarily by artists and writers who identify as members of traditionally marginalized groups, primarily Indigenous people, womxn, queer people and people of color. Often our books are the result of an artist working in a non-dominant discipline—a playwright writes a book of poems, a theater-maker writes a book of essays, a filmmaker writes a book of theory…. Our emphasis is on print traditions, but our projects include books, broadsides, and time-based works..	Sustainable Equity Initiative, year 2: Revisit and revise as needed transition implementation timeline based on working group activities and decisions. Host Collective Retreat Finalize Role Descriptions for all Collective Members Finalize revised Operating Agreement Formally transition press leadership & operations to new collective team Core Mission: Send 2026 projects to press. Plan for launch and rollout of 2026 projects, including local and national events. Launch pre-orders for 2026 projects. Select 2027 projects. Work with local and national partners to present 1-2 public readings and/or screenings, each serving at least 20 people.	Sustainable Equity Initiative, year 2: Mark departure of Anne de Marcken from editorial leadership Publicly announce leadership transition Core Mission: Release all 2026 projects to national retail and wholesale markets Host local and national events for 2026 projects Confirm and finalize contracts for 2027 projects. Enlist any project editors & specific skills needed for 2027 projects. Transfer fulfillment & inventory to Asterism Books Work with local and national partners to present 1-2 public readings and/or screenings, each serving at least 20 people.	Sustainable Equity Initiative, year 2: Collective recap retreat (online) Core Mission: Reprint low-stock backlist titles. Editorial development of 2027 projects. Pre-press design and development of 2027 projects. Continue to support local and national events related to 2026 projects. Work with local and national partners to present 1-2 public readings and/or screenings, each serving at least 20 people. Begin Land Acknowledgment Writer selection process Begin Cover Artist selection process	Core Mission: Confirm Land Acknowledgment Writer Confirm Cover Artist Send out ARCs Complete pre-press on 2027 projects. Plan for launch and rollout of 2027 projects, including local and national events. Begin selection of 2028 Projects
The Commons at Fertile Ground	The mission of Fertile Ground is to cultivate urban and rural sustainability, regeneration, and resilience on a local and bioregional scale through sharing resources to enhance life, providing opportunities for education and community building, promoting local expertise and materials, and inspiring others to take action.	From July through September, Fertile Ground will collaborate closely with the school to organize and schedule a series of four on-site community workshops focused on Permaculture SchoolYard design. This initial phase includes coordinating dates, aligning with school priorities, and preparing materials and facilitation plans. Fertile Ground will also lead outreach efforts to engage parents, nearby residents, and local community groups, ensuring broad and inclusive participation. In September, the first of the four workshops will be conducted, introducing participants to permaculture principles and beginning the collaborative design process for the schoolyard space. The goal is to engage at least 20 participants, fostering a strong foundation of community involvement and shared ownership. Throughout this process, Fertile Ground will document the workshop through video and photography, capturing both the design work and community engagement. These materials will be used to support outreach and build momentum for the remaining three workshops in the series.	From October through December, Fertile Ground will lead the remaining three Permaculture SchoolYard design workshops, each building upon the work of the previous session to guide participants through the full community-based design process. Attendees will engage in the sequential steps of permaculture planning: observing and assessing the site, identifying key needs and opportunities, collaboratively generating design ideas, and prioritizing strategies for implementation. Each workshop will provide hands-on, interactive activities that deepen understanding of sustainable landscaping and foster shared decision-making among school staff, parents, neighbors, and community members. Fertile Ground will continue to document each session with photos and video, capturing both the collaborative design work and the vibrant community engagement. The final deliverable will also include a complete schoolyard permaculture design map, provided in digital format and as a poster for the school to display, showcasing the community's design work and serving as a lasting resource and inspiration for other Olympia schools.	From January through March, Fertile Ground will focus on reflection and planning, evaluating the permaculture design developed during the fall workshops. This period includes reviewing community input and assessing which elements of the design are most feasible and impactful for implementation. Fertile Ground will also connect with local community groups to gauge capacity and potential partnerships, ensuring the selected project is achievable and well-supported. During this time, one project will be chosen for spring implementation. Students in grades 6–8 will engage with the project and learn about its ecological principles using the purchased Symbiotic Schoolyard NGSS-aligned ecosystem curriculum. Fertile Ground will work closely with school educators and staff to determine how the project will be delivered—through classroom lessons, after-school programming, or a hybrid approach—ensuring flexibility and accessibility. This phase prepares for meaningful hands-on student participation, community engagement, and a spring project that is both educationally rich and practically grounded in the schoolyard.	From April through June, Fertile Ground will lead the spring implementation phase, when students and community members can get their hands in the dirt and bring the permaculture design to life. During this time, one project—selected during the winter planning phase—will be installed in the schoolyard. While the exact project will be defined collaboratively, possibilities include planting a colorful pollinator garden, creating a lively native plant area, or building a water filtration bioswale. This phase will be full of energy and teamwork, with students and community members taking part in hands-on work parties to plant, shape, and fine-tune the space. Fertile Ground will guide the group to ensure the project thrives long-term, while the purchased Symbiotic Schoolyard NGSS-aligned Ecosystem unit will bring in educational connections. The season will wrap up with a joyful end-of-year celebration, highlighting the students' and community's hard work, sharing the vibrant results, and celebrating the strengthened bonds between the school, families, and the wider Olympia community.

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The Many Trees Project	In response to an increasingly uncertain climate future, the Many Trees Project is a broad community effort contributing to regional food autonomy by increasing access to food forests and the skills to tend them.	5 work parties with targeted participation of 5 to 20 people with work likely to include weeding, mulching, pest management and irrigation maintenance. Hazelnut festival in late September after hazelnuts are harvested and ready to enjoy. This will include a seasonal, hazelnut inspired feast, 3-5 presentations on topics relevant to our work, hazelnut shelling and oil pressing, cider pressing, and live music. We will invite participation from other community partners with shared goals of regional food sovereignty and ecological stewardship. We aim to have a turnout of 100-300 people.	5 work parties with targeted participation of 5 to 20 people with work including preparation of trees for distribution, weeding and mulching, and harvest and preparation of seeds for future planting. One free workshop on fruit and nut tree pruning and care serving a target audience of 10-30 people. One free tree distribution event aiming to give trees away to 100-200 individuals and community groups.	5 work parties with targeted participation of 5 to 20 people with work including harvest and propagation of cuttings and bed preparation for spring planting. 1 free workshop on fruit and nut tree grafting serving a target audience of 10-30 people.	5 work parties with targeted participation of 5 to 20 people with work including planting, irrigation setup and maintenance, and bed maintenance including weeding and mulching. 1 free workshop on native plant propagation serving a target audience of 10-30 people.
The Olympia Peace Choir	The Olympia Peace Choir is an inclusive, inter-generational community, dedicated to using the power of song to create peace and promote social justice and environmental stewardship. We believe in quality through inclusion, and are dedicated to practicing the principles of equality, peace, respect, and cooperation with each other and the community.	1. A day-long board retreat to: Welcome our new artistic director. Plan the season's public concerts and workshops. Begin planning to increase financial capacity. Develop a plan to reach out to immigrant-serving and multi-racial organizations to invite participation. 2. Implement outreach to multi-racial and immigrant-serving communities to invite participation and begin building relationships. 3. Two free vocal workshops serving 30 - 40 people each. 4. Two free orientation rehearsals for community members.	1. A free public performance at the Capitol Rotunda for an estimated 200 audience members. 2. A day-long retreat for choir members.	1. A day-long free public workshop with Melanie deMore for up to 200 people built around themes of equity and social justice through music. 2. A free "Home Concert" at Westminister Presbyterian Church, Olympia) for an estimated 150 people.	1. A free Arts Walk concert for an estimated 100-125 people at the Olympia Center. 2. A free community concert at an area church for an estimated 200 - 250 people. 3. A day-long board/artistic director retreat to: Assess progress made towards the goals we established in our first quarter for financial stability and increasing diversity and access. Review and assess end-of-season member survey. Begin setting goals for the 2026-2027 season and outlining the season's public offerings.
Theater Artists Olympia	We are dedicated to serving the fabulous South Sound theater community. Theater Artists Olympia (TAO), is a certified 501(c)3 non-profit organization who, for the last 20+ years, has been committed to making accessible, underrepresented, and "untamed" theater for the Olympia and greater Thurston County community. TAO is operated and maintained solely by a volunteer Board of Directors and staff dedicated to the mission and vision to produce great theater.	One full cast TAO theatrical production with stipend offered to cast, crew and staff. Offer Harlequin, Juice Box and other local theater/dance/music companies' utilization of rehearsal/performance space. Showcase local artist(s) in lobby gallery. Complete any remaining renovations on theater space.	One full cast TAO theatrical production with stipend offered to cast, crew and staff. Offer Harlequin, Juice Box and other local theater/dance/music companies' utilization of rehearsal/performance space. Showcase local artist(s) in lobby gallery. Support Playwriting Workshop by local director/playwright John Longenbaugh. Participate in and support local artists for Fall Arts Walk. Partner with consulting service to enhance social media and advertising presence.	One full cast TAO theatrical production with stipend offered to cast, crew and staff. Offer Harlequinn, Juice Box and other local theater/dance/music companies' utilization of rehearsal/performance space. Showcase local artist(s) in lobby gallery. Work with the Inspire Cultural Access in Public Schools Coordinator and OSD to develop an in-school workshop for students. Goal to do one pilot program this year and more in the future.	One full cast TAO theatrical production with stipend offered to cast, crew and staff. Offer Harlequin, Juice Box and other local theater/dance/music companies' utilization of rehearsal/performance space. Support Playwriting workshop by John Longenbaugh. Showcase local artist(s) in lobby gallery. Participate in and support local artists for Spring Arts Walk.
Thurston Climate Action Team	Thurston Climate Action Team's (TCAT) mission is to partner with our community to build an equitable low carbon future and to improve climate resilience in Thurston County.	By July 31, 2026, TCAT will determine the location and date of one community workshop to be held in late August or September. By July 31, 2026, TCAT will identify a co-presenter from a partner organization for one community workshop. By August 30, 2026, TCAT will work with our co-presenter to refine the workshop materials to ensure they are culturally relevant and suitable for our partner's audiences. By September 30, 2026, TCAT will host one interactive community workshop focused on the science of extreme heat for 25 to 35 attendees.	By October 31, 2026, TCAT will gather feedback from participants to identify successes and lessons learned that can be applied to future workshops and education. By October 31, 2026, TCAT will meet with our co-presenter to hear reflections and suggestions for improving our programming.	By March 31, 2027, TCAT will improve, refine, and finalize materials for 2027 community workshops based on partner organization and co-presenter suggestions and feedback from participants. By March 31, 2027, TCAT will distribute educational materials regarding extreme heat through several channels to 400 people in Olympia.	By April 30, 2027, TCAT will determine the locations and dates of four community workshops to be held in May and June 2027. By April 30, 2027, TCAT will identify co-presenters from partner organizations for four community workshops. By May 31, 2027, TCAT will work with our co-presenters to refine the workshop materials to ensure they are culturally relevant and suitable for our partner's audiences. By June 30, 2027, TCAT will host another four interactive community workshops focused on the science of extreme heat for 25 to 35 attendees. By June 30, 2027, TCAT will distribute educational materials regarding extreme heat through several channels to another 200 people (600 total) in Olympia.

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Thurston Conservation District	The mission of Thurston Conservation District is to protect and enhance the farms, forests, and natural landscapes of Thurston County.	Engage 15 teachers in Water Quality Monitoring training, including 3 new or returning OSD teachers Connect with and prepare dozens of new and returning teachers to participate in Fall Water Quality Testing, including many OSD classes, with an emphasis on Title 1 eligible schools including Hansen Elementary School, Garfield Elementary School and Marshall Middle School	Engage and support 1500 total students in Fall Water Quality Monitoring, including 400 OSD students Engage 150 OSD students in native planting and watershed restoration projects to restore or maintain watershed health	Continue to engage and support 1500 total students in Winter Water Quality Monitoring, including 400 OSD students Engage 400 students, including 75 OSD students who participated in Water Quality Monitoring, in the 34th Annual Student GREEN Congress	Engage 300 OSD middle school students in nearshore field experiences at the Meyer's Point Environmental Field Station, including 8th grade students from OSD Title 1 eligible middle schools such as Jefferson MS Engage 600 OSD 3rd grade students in nearshore field experiences at Burfoot Park, with an emphasis on supporting Title 1 elementary schools such as Hansen and Garfield ES
Thurston County Museum of Fine Arts	The Thurston County Museum of Fine Arts facilitates the free and public exhibition of art and performance in Olympia, Washington by hosting curated gallery exhibitions in underutilized commercial spaces.	Planning/Preparation for the 2026 Coast Salish Museum of Fine Arts. -Partner with yəhaẇ Indigenous Creatives Collective to curate and present the exhibition. Ensure curator(s) are adequately briefed on museum facilities and organizational assets including available labor and physical resources. -Provide administrative and logistical assistance to partner organization during curation process -Create promotional materials for the exhibition including flyers, posters, digital assets, exhibition catalogues, t-shirts, and potentially other merchandise. Utilize assets developed through collaboration between partner organization and volunteer design lead Drew Garza. -Disseminate promotional materials through internal publications (social media, mailing list, website), community publications (ARCH Digest, OLY ARTS, Pilot Magazine, etc), media publicity list, and alongside partner organizations.	2026 Coast Salish Museum of Fine Arts Exhibition -Coordinate with 10-20 selected artists for art drop off and installation. -Facilitate and assist with art curation within the exhibition space -Install art and other design elements (posters, title cards, show text, vinyl decals, etc) -Host weekly open hours, Fridays 2-7, Saturdays Noon-Four, Sundays Noon-Four throughout September/October/November (final exhibition dates TBA) -Host special exhibition open hours during Fall Artswalk October 3rd/4th -Host party for Indigenous Peoples Day -Host opening and closing parties, dates dependent upon future scheduling. -Goal for attendance 1000+	Planning/Preparation for the 2027 Spring Artswalk Group Exhibition. -Develop theme for the group exhibition. -Disseminate open call for the group exhibition through internal publications, community publications, media publicity list, and with collaboration from partner organizations (OAA, AHA, DOCD, MPD etc). -Curate exhibition from open call through internal jury process. -Communicate with selected artists and receive art and artist information. -Create promotional materials for the exhibition including flyers, posters, digital assets, exhibition catalogues, t-shirts, prints and potentially other merchandise. Utilize assets developed by volunteer design lead Drew Garza. -Disseminate promotional materials through internal publications (social media, mailing list, website), community publications (ARCH Digest, OLY ARTS, Pilot Magazine, etc), media publicity list, and alongside partner organizations.	2027 Spring Artswalk Group Exhibition -Coordinate with 20-35 selected artists for art drop off and installation. -Curate art within the exhibition space. -Install art and other design elements (posters, title cards, show text, vinyl decals, etc) -Host weekly open hours, Fridays 2-7, Saturdays Noon-Four, Sundays Noon-Four throughout March/April/May (final exhibition dates TBA) -Host special exhibition open hours during Spring Artswalk April 23rd/24th -Host opening and closing parties, dates dependent upon future scheduling -Goal for attendance 2000+
Triceratops Technology Resources	Our mission is to strengthen our community by removing technology barriers. Nonprofits have enough challenges: technology shouldn't be one of them.	Update our curriculum for technology basics and digital skills classes Host 4 drop-in technology support clinics, serving 5-10 people at each Host 1 public-facing technology education and electronics recycling drive, serving 75–150 community members, with a focus on data protection and the technology lifecycle	Pilot a 12-week facilitated study group for advanced I.T. skills, serving 10-15 young adults. Host 3 interactive classes on technology basics and digital skills, serving 5-10 people at each Complete 20 hours of professional development and strategic planning for select board members and staff	Host 4 interactive classes on technology basics and digital skills, serving 5-10 people at each Host 4 drop-in technology support clinics, serving 5-10 people at each Host 1 public-facing technology education and electronics recycling drive, serving 75–150 community members, with a focus on data protection and the technology lifecycle	Host 3 interactive classes on technology basics and digital skills, serving 5-10 people at each Host 4 drop-in technology support clinics, serving 5-10 people at each Provide free or reduced-cost technology/data support services for 5-8 nonprofits (priority given to groups whose mission is focused on youth, Arts, Culture, and Heritage) throughout the year
Unforgettable Art Programs	"Art is too important not to share"-Romero Britto	15 Group programs averaging audiences of 10+ each 6 Tabletop training sessions for individuals or groups 45 Tabletop Programs with 2-6 participants 6 Static Displays viewed by an unknown numbers of people passing by (? 10-40)	15 Group programs averaging audiences of 10+ each 45 Tabletop Programs with 2-6 participants 6 Static Displays viewed by an unknown numbers of people passing by (? 10-40) May increase with additional staff/volunteers	15 Group programs averaging audiences of 10+ each 45 Tabletop Programs with 2-6 participants 5 Static Displays viewed by an unknown numbers of people passing by (? 10-40) May increase with additional staff/volunteers	15 Group programs averaging audiences of 10+ each 45 Tabletop Programs with 2-6 participants 5 Static Displays viewed by an unknown numbers of people passing by (? 10-40) May increase with additional staff/volunteers

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Washington Indian Civil Rights Commission (WICRC) - aka: The Four Lodges Foundation	WICRC is lead by and for Indigenous People and envisions a just society in which we are treated with fairness and respect. Our mission is to uphold our individual civil rights thtough educaion and advocacy to prevent and overcome injustices committed against us.	We will host 2 Inspire Olympia community workshops where participants will learn how to prepare Indigenous traditional medicines through hands-on instruction. We'll facilitate one guided plant harvesting and medicine preparation activity to share cultural teachings about local medicinal plants and ethical harvesting practices. We aim to engage approximately 30–60 community members and prepare traditional medicine kits with participants to take home. Host 2–3 community workshops: focused on teaching how to prepare Indigenous traditional medicines such as teas, salves, and plant remedies through hands-on learning. Facilitate 1 guided plant harvesting and medicine preparation activity with community members to share ethical harvesting practices and cultural teachings about local medicinal plants. Prepare 20–40 traditional medicine kits created during workshops with participants who will take them home. Engage approximately 30–60 community members through workshops, cultural education, and outreach focused on preserving and sharing Indigenous healing knowledge. Document workshop and gather participant feedback to support continued community access to Indigenous traditional medicine education.	This quarter we will host community workshops focused on preparing Indigenous traditional medicines appropriate for the fall and winter seasons, such as immune-support plant remedies. These workshops will provide hands-on instruction and cultural teachings about the role of seasonal medicines in Indigenous healing traditions. These activities will help preserve and share Indigenous healing knowledge while strengthening community connection and access to traditional wellness practices during the winter season. Host 2–3 community workshops focused on preparing Indigenous traditional medicines for the fall and winter seasons, including teas, salves, and immune-support plant remedies. Facilitate 1 hands-on medicine-making session where participants learn preparation techniques and cultural teachings connected to seasonal healing practices. Prepare traditional medicine kits created during workshops for participants to take home and share with their families. Engage approximately 30–60 community members through the workshops, and community outreach. Share teachings about respectful harvesting, preparation practices, and cultural context of traditional medicines to support preservation of Indigenous knowledge.	Between January 1 and March 31, 2027, we will host our Inspire Olympia community workshops focused on preparing Indigenous traditional medicines that support winter wellness and early spring seasonal transitions. Participants will learn hands-on techniques for preparing teas, salves, cedar chest rub, huckleberry immune support syrup and other plant-based remedies while also receiving cultural teachings about Indigenous healing practices and the seasonal use of local medicinal plants. These activities will support the preservation and sharing of traditional knowledge while creating opportunities for community members to gather, learn, and strengthen connections to Indigenous wellness traditions. Deliverables: Host 1-2 community workshops (10–20 participants each) teaching how to prepare Indigenous traditional medicines such as teas, salves, and seasonal plant remedies. Facilitate 1 hands-on medicine preparation session focused on winter wellness and early spring plant uses. Prepare and distribute 20–40 traditional medicine kits or samples created during workshops for participants to take home. Engage approximately 30–60 community members through workshops and cultural education activities.	Between April 1 and June 30, 2027, we will host our final Inspire Olympia community workshop which will be focused on Indigenous traditional medicines connected to spring and early summer plant knowledge. Again, participants will learn hands-on techniques for preparing teas, salves, lotions, soaps and other plant-based remedies while also receiving cultural teachings about seasonal harvesting, plant identification, and the role of these medicines in Indigenous healing traditions. These activities will support the preservation and sharing of traditional knowledge while strengthening community connections and access to culturally rooted wellness practices. Deliverables: Host 2-3 community workshops (20-40 participants each) focused on preparing Indigenous traditional medicines such as teas, salves, and spring plant remedies. Facilitate 1 guided plant harvesting and medicine preparation activity seasonally to demonstrate ethical harvesting practices and seasonal plant knowledge. Prepare and distribute 20–40 traditional medicine kits or samples created during workshops for participants to take home. Engage approximately 60 community youth through workshops, cultural education, and community outreach.

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Washington Stars Quilt Guild	Washington Stars Quilt Guild is committed to further the art of quilting through education, creative charity projects, and community connections.	· Hold three Business Meetings (at least 30 people each meeting). · Hold three Educational Program Meetings, highlighting different quilting methods, techniques, styles, and genres of fiber arts (at least 30 people each meeting). · Host three Charity Sewing Days (10 attendees). · Hold two classes on quilting/sewing/fiber arts open to the public (15-30 at each class). One of the classes will be a 2-day class by a nationally recognized quilt artist. · Hold two Executive Board meetings (6 attendees). · Hold one meeting with committee chairs (17 attendees). · Reserve space and make deposits for 2027 quilt show space, and pipe and drape. · Partner with YMCA (another Inspire grant organization) to hold a sewing/fiber art class for youth (25 students and 25 sewing instructors at each class). Partner with Nisqually Reach Nature Center (another Inspire grant organization) to hold sewing/fiber art classes, one day each week for 3 weeks (15 students and 5 sewing instructors at each class).	· Hold two Business Meetings (at least 30 people each meeting). · Hold two Educational Program Meetings, highlighting different quilting methods, techniques, styles, and genres of fiber arts (at least 30 people at each meeting). · Host two Charity Sewing Days (10 attendees). · Hold two classes on quilting, sewing, or fiber arts open to the public. · Partner with YMCA (another Inspire grant organization) to hold a sewing/fiber art class for youth (25 students and 25 sewing instructors at each class). · Hold two Executive Board meetings (6 attendees). · Hold one meeting with committee chairs (17 attendees). · Host an annual 3-day overnight retreat at Seabeck Retreat Center. Attendees will work on both charitable items and personal projects (30 attendees). · Host a three-day (daytime) retreat in Olympia. Attendees will work on items for charitable organizations and personal projects (40 attendees). · Host a trunk show (mini-quilt show) at a senior center or assisted living facility.	· Hold three Business Meetings (at least 30 people each meeting). · Hold three Educational Program Meetings, highlighting different quilting methods, techniques, styles, and genres of fiber arts (at least 30 people each meeting). · Identify the needs for charitable organizations. · Host three Charity Sewing Days (10 attendees). · Hold two classes on quilting, sewing, or fiber arts open to the public (15-20 at each class). · Hold two Executive Board meetings (6 attendees). · Hold one meeting with committee chairs (17 attendees). · Partner with YMCA (another Inspire grant organization) to hold a sewing/fiber art class for youth (25 students and 25 sewing instructors at each class).	· Hold three Business Meetings (at least 30 people each meeting). · Hold three Educational Program Meetings, highlighting different quilting methods, techniques, styles, and genres of fiber arts (at least 30 people each meeting). · Host three Charity Sewing Days (10 attendees). · Hold two classes on quilting, sewing, or fiber arts open to the public (15-20 at each class). · Hold two Executive Board meetings (6 attendees). · Hold one meeting with committee chairs (17 attendees). · Host a three-day (daytime) retreat in Olympia. Attendees will work on items for charitable organizations and personal projects (40 attendees). · Partner with YMCA (another Inspire grant organization) to hold a sewing/fiber art class for youth (25 students and 25 sewing instructors at each class).
Western Wildlife Outreach (WWO)	Western Wildlife Outreach (WWO) promotes accurate, science-based understanding of large carnivores, including black bear, grizzly bear, gray wolf, and cougar, through education, outreach, and community partnerships in the Pacific Northwest, fostering coexistence with native wildlife and building public appreciation for the vital ecological roles these species serve.	Q1: July 1 – September 30, 2026 Venue agreement executed with The Evergreen State College confirming Purce Hall and House of Welcome for April 16-17, 2027. Program planning committee convened; event framework, marketing and communications plan, and event agenda outline finalized. Engage Olympia hospitality partners, providers, and chamber to promote the event and develop a coordinated marketing strategy. Sponsorship and partner outreach initiated; 5+ event sponsor and partner contacts made. Student intern recruitment launched with local colleges (2 positions). 2 college student interns onboarded and working. Project team supports interns with ongoing training in community outreach, event planning, website maintenance, and targeted marketing campaigns.	Q2: October 1 – December 31, 2026 Speaker lineup confirmed (6+ speakers and presenters committed). Event registration and ticketing system activated (free registration with suggested donation). Marketing plan developed; outreach to Olympia area community organizations and schools initiated. Event fundraising underway, with packages issued to potential partner sponsors. Coordination underway with Olympia hotels, restaurants, and hospitality providers for hosting out-of-town guests. Event website links to Olympia hospitality providers. Project team and interns support ongoing project management, event planning, and partner coordination alongside regular website updates, targeted marketing, and fundraising.	Q3: January 1 – March 31, 2027 All conference logistics finalized: catering, AV, shuttle, parking, signage, event sponsors, and partner exhibit tables confirmed. Olympia partners engaged with final recruitment, local participant logistics, and targeted local marketing leading up to the event, expanding direct local economic impact for Olympia. Marketing and promotion ads placed, targeting outreach to Olympia residents, families, and conservation professionals, increasing awareness and participation among Olympia public. Final program printed and made available on the website. Sponsors and Inspire Olympia recognized in digital and print materials. 300+ attendees pre-registered; contacts are engaged with event updates and educational resources. Equity and access commitments implemented: ADA accommodations confirmed, free registration promoted through community calendars and media channels.	Q4: April 1 – June 30, 2027 Marketing advertisement and SEO metrics tracked leading up to, during, and following event. Speak for Wolves Conference 2027 produced: two-day public event, anticipated for April 16-17, 2027, hosted at The Evergreen State College. Conference workshops live streamed and made available after the event via WWO's website, recognizing the City of Olympia's Inspire Olympia grant. 250-500 total attendees served across all conference programming; Olympia locals attend the event; attendance tracked via event registration form and attendees' zip code. Post-event survey administered; demographic participation data collected and retained for future quality improvement. Partner sponsors are stewarded for future event and program support, helping sustain WWO's effort and momentum achieved through the Inspire Olympia grant. Year-End Report submitted to Inspire Olympia via Submittable.

Name of Organization	Organization's Published Mission Statement	What deliverables will you complete between July 1 and September 30, 2026?	What deliverables will you complete between October 1 and December 31, 2026?	What deliverables will you complete between January 1 and March 31, 2027?	What deliverables will you complete between April 1 and June 30, 2027?
Window Seat Media	Our mission is to spark conversation, connection, and social change through community oral history and storytelling in the South Sound. We envision a local community that honors, seeks out, and is shaped by the many histories, identities, and stories that reflect the people we are in this place.	(Archive) Define metadata with Evergreen archivist and determine logistics/process to accession materials (Archive) Reach out to 10-15 narrators and facilitate inclusion of recordings in archive (Website / Youth Programming / Public Engagement) Convene 1-3 listening sessions of 10-15 community members, with emphasis on outreach to and participation from grade 6-12 teachers	(Archive) Reach out to 10-15 narrators and facilitate inclusion of recordings in archive (Website) Determine scope of web redesign and sign contract (Website / Youth Programming / Public Engagement) Convene 1-2 listening sessions of 10-15 community members, with emphasis on outreach to and participation of 6-12 grade teachers (Youth Programming / Public Engagement) Conduct 3-4 one-on-one or small group meetings with educators and administrators to assess need for resources, curriculum, and training and send survey, if possible, via OSD administratio	(Archive) Reach out to 10-15 narrators and facilitate inclusion of recordings in archive (Website) Begin website redesign by January 1 (Youth Programming / Public Engagement) Plan Summer Institute for grade 6-12 teachers (Public Engagement) Plan and Promote Annual Gathering listening party and celebration of website launch	(Archive) Finalize archival materials for accessioning by June 30 (Website) Complete website redesign by May 15 (Youth Programming / Public Engagement) Draft exhibit plan and apply for exhibit consideration at Olympia Arts and Heritage Alliance for their 2028 program year (Youth Programming / Public Engagement) Promote Summer Institute (Public Engagement) Host Annual Gathering listening party and website launch in late May or early June
YWCA of Olympia	YWCA of Olympia works to eliminate racism and empower those impacted by oppression. Rooted in an intersectional framework that centers the leadership and lived experience of Women of Color, YWCA serves as a cultural space, community convener, and equity focused institution within Olympia.	Host monthly Community Equity Dinners (3 total) in collaboration with community partners, serving 30-50 participants per event Operate Kathleen's Closet with at least 3 days a week for drop in shopping, serving 140-190 individuals Convene Ad Hoc Youth Committee to refine summer camp themes and curriculum direction Host "Different Canvas Camp" in partnership with Lacey MakerSpace and other cultural arts facilitators serving 15-30 youth Plan youth-centered artist exhibition to be held in Friendship Hall with artwork from summer camps during ArtsWalk Provide sliding scale or free access for 100 percent of public programming Evaluate 2026 DEIB Summit feedback and begin planning for 2027 Summit Engage organizational consulting committee in deepening community partnerships with youth and indigenous-led organizations and communities Publish a monthly newsletter detailing program achievements, upcoming events, and stories of participant impact, distributed to 3,000+ subscribers. Document attendance and qualitative feedback for reporting	Host monthly Community Equity Dinners (3 total) in collaboration with community partners, serving 30-50 participants per event Operate Kathleen's Closet with at least 3 days a week serving 140-190 individuals Conduct participant evaluation surveys for fall programming Participate in monthly DEIB Summit core planner meeting to develop 2027 Summit Publish a monthly newsletter detailing program achievements, upcoming events, and stories of participant impact, distributed to 3,000+ subscribers. Engage organizational consulting committee in deepening community partnerships with youth and indigenous-led organizations and communities Document attendance and qualitative feedback for reporting	Host monthly Community Equity Dinners (3 total) in collaboration with community partners, serving 30-50 participants per event Operate Kathleen's Closet with at least 3 days a week for drop in shopping, serving 140-190 individuals Secure contract educators and facilitators for "Pride Camp" and "Different Canvas Camp" Engage organizational consulting committee in deepening community partnerships with youth and indigenous-led organizations and communities Participate in monthly DEIB Summit core planner meeting to develop 2027 Thurston Forward Summit Engage organizational consulting committee in deepening community partnerships with youth and indigenous-led organizations and communities Publish a monthly newsletter detailing program achievements, upcoming events, and stories of participant impact, distributed to 3,000+ subscribers. Document attendance and qualitative feedback for reporting	Host monthly Community Equity Dinners (3 total) in collaboration with community partners, serving 30-50 participants per event Operate Kathleen's Closet with at least 3 days a week for drop in shopping, serving 140-190 individuals Finalize planning and co-host annual Thurston Forward DEIB Summit with youth-focus for 250+ participants in May 2027 Finalize summer youth camp logistics and outreach with Youth Advisory Committee Host "Pride Camp" in June serving 15-30 youth in partnership with Lacey MakerSpace, GRuB, and Capital City Pride Publish a monthly newsletter detailing program achievements, upcoming events, and stories of participant impact, distributed to 3,000+ subscribers. Engage organizational consulting committee in deepening community partnerships with youth and indigenous-led organizations and communities Complete final evaluation summary including participation totals and access outcomes Submit final reporting documentation

APPLICATION COMPONENTS

The sections below explain the narrative and budget questions in the online application form. We suggest that you refer to this section and to the Application Review Criteria on pages 11-13 as you develop your application.

The application questions allow you to tell your organization's story and demonstrate how your work aligns with Inspire Olympia's funding goals and evaluation review criteria. You should assume that the panelists reviewing your application are unfamiliar with your work, so be as clear and specific as possible. Note that each question has a word count limit; some sections offer a suggested word count range to encourage concise responses.

Organizational Background

This section asks for your organization's history and mission, work samples, organizational budget, and attendance summary. This information provides context about your organization's recent work.

Published Mission Statement (50 Words)

- *What is your organization's published mission statement?*

About your organization (200-300 words)

- *Tell us a little about what your organization does to fulfill its mission.*
- *Who are your primary participants, audiences, or collaborative partners?*
- *What are your organization's key strategic goals, and how do they align with Inspire Olympia's goals?*

Organizational leadership

Upload a document that contains:

- *A list of your board members that includes a brief statement of the lived, community, or professional experience the individual brings to the organization; and*
- *A list of your key staff members or volunteers including job roles or titles, and a brief statement of related professional experience.*

Work Samples

- *Share 1-3 brief examples of past work showing the value of your programming.*
- *Work samples may include photos, video or audio clips, an event program, a newspaper article, or anything else that will help the review panel understand your work and its impact.*
- *Videos can be beneficial; if you share videos longer than a few minutes, provide the minute marker where panelists should start their review.*
- *Limit your materials to a combined total of no more than four pages of written materials, eight images, or four minutes of video or audio.*

You may provide information about your work samples, such as how the work impacted the community, or which communities were served. (Narrative – 150 words, optional)

Attendance summary

- *Limit your materials to a combined total of no more than four pages of written materials, eight images, or four minutes of video or audio.*
- *In the online application there is a chart to enter your attendance history for the past year.*
- *The chart has space to share attendance numbers for general public programs open to all ages, for youth education programs, and for field trip planning.*
- *The application asks what percent of proposed programming will take place within Olympia City Limits.*

If previously funded:

- **How did Inspire Olympia support your organization's Sustainability or growth over the past funding cycle?** (400 words)
  - *Examples of investments in your staff, board, volunteers, or your organization's infrastructure*
  - *Examples of expanded work related to marketing, communications, program evaluation, or other organizational efforts*
  - *Examples of new or expanded collaborations inside or outside the cultural sector*
  - *Examples of paid work for individual artists, creatives, cultural workers or subject matter experts*

- **How did you expand Equity and Access in both internal organizational work and public facing programming over the past funding cycle**? (400 words)
  - *Examples of expenses you supported with Inspire Olympia funds for equity work-share allocation amounts, as appropriate*
  - *Examples of how you increased access or reduced barriers for your programming*
  - *Examples of new audience participation*
  - *Examples of new or expanded equity work inside of your organization*
  - *Examples of how new or expanded partnerships supported your equity and access work*

Proposal Information

Proposal Sentence (50 words max)

Tell us in a single sentence how you are proposing to use Inspire Olympia funding during the 2025-26 program year and why. This is not a general or philosophical statement about your organization's work but a short sentence about how the funding will support your work.

Contract Deliverables

Provide a brief, bullet-point summary of the key cultural programs you plan to provide each quarter with Inspire Olympia support. This summary will serve as your draft contract deliverables. After funding decisions are made, staff will work with organizations to adjust the contract deliverables if needed. Funded organizations must show completion of these key programs and services to invoice for that work during the funding year.

The online form asks for 2-4 key programs/deliverables for each quarter. Keep in mind:

- Deliverables should align with your overall programming proposal.
- The majority of your deliverables should be about the completion of public programs but may also include specific and demonstratable steps of longer-term projects, internal capacity-building work, or specific strategies to increase equity and access.
- The key program deliverables you include in the application will be considered a draft. After funding decisions are made, staff will work with you to adjust and finalize deliverables for the contract if needed.

Deliverables should be specific and offer target quantities to show the scope of services that will be provided, although ranges are appropriate to provide some flexibility. Examples include:

- *Completion of 2 full-day, week-long summer education camps for 15-25 youth each week*
- *Production of [name of event/program] with 4-6 public presentations, serving a total of 200-300 people*
- *Creation and public release of 4 short videos, each about 3-5 minutes long*
- *Host 2-3 [workshops/lectures/community meetings], serving 25 – 50 community members at each event*
- *Complete 1 new educational curriculum/ employee handbook/ other internal capacity-building work*
- *Provide closed captioning for all workshops and presentations.*

Program Proposals

In this section you can more fully describe the programs you provide. There are sections for General Public Programs and for Youth Education Programs, so only complete the sections that apply to your proposal. All programming must be presented between July 1, 2025, and June 30, 2026.

The questions in these sections have multiple prompts (shown in italics below) to help you address the evaluation criteria and support the review panel's understanding of your work. You are not required to address every prompt, but are encouraged to respond to as many as possible.

General Public Programs

General public programs include but are not limited to, events, presentations, workshops, and festivals open to adults/families/all ages and education programs for adults.

What general public program(s) will you create or present with Inspire Olympia funding during the next funding cycle? (400-600 words)

- *Elaborate on your proposal summary and share details about the program(s) or event(s) your organization intends to produce with Inspire Olympia funding.*
- *Talk about how this work benefits people and communities in Olympia and why this work matters.*
- *Who are you planning to serve? Who are the primary audiences/participants you've served in the past?*

- *About how many people do you expect to serve with this programming?*
- *When and where will your programming happen? Specific dates and locations are helpful, and letters of commitment from outside organizations whose venues or partnership you will rely on are encouraged.*
- *Are there individuals or groups outside of your organization who are key to the success of these programs? If so, who are they, and what is their role?*
- *In addition to describing partnerships here, we encourage Letters of commitment from key partners to demonstrate their participation and confirm your work's collaborative nature. These letters may be uploaded at the end of the program proposal section.*

Planning, Promotion, and Evaluation (400 words)

- *Tell us about your planning process. What are key points or milestones on your planning timeline, especially for one-time programs or major events?*
- *How will you get the word out about your programs? Do you have goals to grow or diversify participation, and how will you do that?*
- *How will you evaluate your programs? Will you measure progress on any specific goals? What would success look like? How will you identify areas for growth or improvement?*

Youth Education Programs

Youth education programs are classes, camps, or other participatory education programs exclusively for youth under 18. Use this section to describe any programs your organization will produce and manage during the upcoming funding cycle.

What Youth Education Programs will you present with Inspire Olympia funding during the next funding cycle (July 1, 2024 – June 30, 2025)? (400-500 words)

- *Describe the youth education programs you will offer.*
- *When, where, and how often will they happen?*
- *What are some overall goals or intended outcomes for your education programs?*
- *Who are you planning to serve? What groups of youth have you served in the past, and how many people do you expect to serve with your youth education programs?*
- *If you propose programs as part of the regular school day for Olympia School District students, tell us how you collaborate with classroom teachers and support basic K-12 education goals.*

Key Individuals and Partners (150 words)

- *Who are the main individuals that will carry out your education programming?*
- *What teaching and/or youth development background, experience, and/or training do they have that makes them a good fit for this work?*
- *Are there any individuals or organizational partners outside of your organization that are key to the success of your youth education programs? If so, who are they, and what are their roles?*

Communications and Evaluation (150 words)

- *How will you get the word out about your youth education programs?*
- *If you have goals to grow or diversify your youth participants, how will you do that?*

- *How will you evaluate your programs? How will you define and measure success for your organization and for the students in your program? How will you identify areas for growth or improvement?*

ADDITIONAL DOCUMENTS TO SUPPORT YOUR PROGRAM PROPOSAL

The application will ask you to upload these additional materials:

- **Programming Leads/Resumes: Information about the people who will lead your programming**; Brief bios or resumes of 1-3 primary people who will develop or deliver your proposed programs. This helps the panel understand that there are people with the relevant skills and experience to support the success of your program plans.
- **Letters of Commitment (optional but encouraged)**: If you are collaborating with partners outside your organization to co-produce or host your programs, please share a letter or email from the partner confirming their commitment to support your programming.

Equity & Access

In this application section, tell us how you address equity and access in the programming you have described above and in your organization as a whole. Please consider the Equity and Access information on pages 7-10, and the different types of access listed there. Equity work will look different for different organizations; Inspire Olympia is looking for an ongoing commitment to developing, maintaining, and/or evolving this work.

How does your organization support or advance equity, access, diversity, and/or inclusion efforts? (500 words)

Consider the following prompts to tell us how this work is relevant to your proposal:

- *What are your organization's key goals for equity, access, diversity, inclusion, and belonging?*
- *How do you consider and apply these goals in your programming?*
- *How is your work creating access for specific communities you serve?*
- *Do you plan to address any specific barriers to participation in your programs?*
- *Provide 1-2 specific examples of past efforts related to equity and access and specific plans for the 2025-26 funding cycle.*

Organizational Diversity

The application form will ask for the percentage of your organization's leadership who identify as BIPOC, along with an organizational diversity chart (the chart can be downloaded from the Inspire website) that provides an opportunity to share how your board, staff, and key contractors identify racially as well as by gender, age, and other aspects of identity.

Organizations should ask their staff, board, and key contractors how they identify so their information can be included in this chart. All information requested for this chart is optional and should be provided on a volunteer basis. If you don't have data for all individuals that are part of your organization, please provide as much information as you are able to share. Be sure to include the total number of individuals for each category of personnel at the top of the form.

Proposal Budget

The budget section consists of a form that allows you to share a financial plan for completing your proposed work, including non-cash resources and volunteer support that will ensure success. You **must** fill upload a completed budget form (this form can be downloaded from the Inspire website) as part of the online application. Please reach out to staff if you need assistance with completing the form.

The budget form asks you to list your expenses on left side and your sources of income on the right side. Each column is also divided horizontally. In the upper left, list expenses that will be paid for in cash, and in the upper right side, list your projected cash income. In the lower left, list expenses that will be covered by donated time, space, or materials; and on the lower right under income, provide details about the source of those donations. The total value of the lower left and lower right portions of the form may be equivalent.

Your requested Inspire Olympia grant amount may equal up to 50% of your total budget and should be included in the list of cash income on the upper right section of the form.

You may include general organizational and capacity-building expenses in your budget, such as increasing paid staff time or purchasing supplies and materials to help your organization grow. We encourage organizations to consider the **total costs** of producing your programming – including planning time, supplies, insurance coverage, and appropriate compensation for all cultural workers -- and include these expenses in your budget.

Projected Expenses

In the projected expenses column on the left, list all costs associated with your proposed programming, separated into the "Cash Expenses" and "Expenses Covered by Donations" sections, as appropriate. The "Cash Expenses" section should include everything you must pay for with cash, while the "Expenses Covered by Donations" section should include the estimated or actual value of donations that support your program.

Expenses may include, but are not limited to:

- Staff, contractors, consultants
- Materials, supplies, equipment
- Facility rentals to develop or present work
- Security, safety, or access services
- Promotion, marketing, outreach, and program evaluation
- Insurance or permits
- Capacity-building support (professional development trainings, for example)
- Related organizational expenses (general administrative expenses not to exceed 20% of the total budget)
- Legal support

Projected Income

In the Projected Income column on the right, list all sources of support for your proposed programming, separated into the "Cash Income" and "Donations of Goods & Services" sections, as appropriate. Resources may include, but are not limited to:

- Earned income from admission or tuition, sales of merchandise or food
- Grants from foundations, including those applied for but not yet confirmed
- Funding from city, county, state, or federal departments
- Cash from individual donations and fundraisers
- Organization's own cash (money you may already have in the bank)
- Volunteer time, including your Board or advisors. **Volunteer hours may be calculated at $41.70 hour.**
- Cash and in-kind donations from corporations/businesses
- Donations of supplies, materials, or space to support the proposed work

Please be as specific as possible, listing quantities and rates in the descriptions where appropriate. For example, instead of listing "ticket sales" as an income source, listing "tickets: 50 @ $15" is preferable because it shows more detailed planning. List the specific sources of the income or donated resources, especially for confirmed donations from individuals or businesses. There are limited lines in the budget form, and grouping categories of income and expense together is okay.

In the far-right column, indicate whether the income or donated resources are confirmed or not. It is okay to have a mix of confirmed and unconfirmed sources; showing some confirmed resources demonstrates more capacity and/or community support.

Your program's 1:1 match may include a combination of any of the following:

- The market-rate value of non-cash donations or "in-kind" support
- Earned income (such as ticket revenues and fees for events or classes)
- Contributed cash income (cash donations from individuals or other funders)

END of APPLICATION

APPLICATION REVIEW CRITERIA

Panelists will evaluate each application using the criteria below. **Organizations are not expected to meet every criterion** – the list includes a range of ways to demonstrate public benefit and alignment with Inspire Olympia funding goals.

Category: Programming Merit and Value

At a minimum, all applications should demonstrate:

- How the organization's mission, goals, and programming align with the primary funding goals on page 3.
- A proposal for one or more public events or programs to advance arts, culture, heritage, and/or science.

The most successful applications will also demonstrate some or all of the following:

- How and why their programming is relevant and meaningful for intended participants and audiences.
- How the programming deepens, broadens, or diversifies cultural programs and services within Olympia.
- How programming benefits or supports people and communities in Olympia.
- How the organization sustains, expands, or improves existing programming.

If previously funded, an organization should also address:

- The public benefit outcomes of previous contract(s) with a focus on organizational sustainability and growth, and expanded equity and access.

Youth Education Programs, if applicable

At a minimum, all applications should demonstrate:

- How their classes, camps, or other educational programs for youth support active learning in arts, culture, heritage, and/or science and connect with broader youth development goals.
- Their experience, purpose, and values in developing and delivering youth education programs.

The most successful applications will also demonstrate some or all of the following:

- An understanding of best practices in youth education (such as including youth voice, articulating and evaluating specific learning goals, etc.).
- Individuals overseeing education programming or teaching classes have relevant experience or training in their cultural field and in working with youth.
- School day programs proposed for OSD students and professional development proposed for OSD-certified teachers demonstrate support for and alignment with basic education goals, clear instructional plans aligned with Washington State student learning goals, and collaboration/commitment from OSD teachers/administrators.

EXCERPT from 2026-27 Inspire Olympia Impact Application Guidelines, pp 11-13

Category: Community Engagement and Impact

At a minimum, all applications should demonstrate:

- Who they serve and how they engage with participants and audience members.
- How they build and develop community trust through approaches such as partnerships, collaboration, communications, and culturally relevant programming.

The most successful applications will also demonstrate some or all of the following:

- A history of and/or specific plans for continuing community engagement and programming to strengthen community connections and interactions.
- How they maintain and/or expand relationships with participants and partners.
- How community members are engaged in envisioning, planning, delivery, and evaluation of programming.
- Strategies for understanding community-specific needs and designing programs that respond to those needs.
- Meaningful collaboration with other local organizations – either inside or outside of the cultural sector – that improve or expand the impact of the work.

Category: Equity and Access

At a minimum, all applications should demonstrate:

- How the proposed programming aligns with Inspire Olympia's vision for equitable, inclusive, and welcoming cultural programming.
- Clear, specific, and achievable plans and practices for supporting or increasing public access to their cultural programs.

The most successful applications will also demonstrate some or all of the following:

- An existing commitment to equity and access through current and past programming and internal practices.
- Strategies for identifying and minimizing systemic barriers to participation in their programs.
- Approaches that directly address specific types of access, such as financial access, location access, and improving access and experiences for people with various kinds of disabilities.
- Approaches that center communities impacted by structural racism and/or systemic oppression, which include the LGBTQIA+, and BIPOC communities, people with disabilities, older adults, etc.
- Awareness of the organization's current capacity, challenges, and opportunities related to equity and access, and demonstrated commitment to continuous improvement.

Category: Capacity and Feasibility

At a minimum, all applications must include:

- Capacity for success based on the relevant lived or professional experience of individuals leading the proposed programs, or success with at least one similar program in the past.

- Resources to make their plans happen, including human resources (staff, volunteer commitment) and a realistic mix of cash income and donated goods and services to match or exceed the funding request.

The most successful applications will also demonstrate some or all of the following:

- Program plans are well thought out, with an achievable implementation approach.
- Plans for communications/marketing to engage audiences/participants.
- Plans to measure and evaluate program success and outcomes.
- A practical and complete budget that is aligned with the proposal narrative.
- Appropriate compensation for individuals, artists, culture-bearers, and subject matter experts providing cultural programming and administrative support.

Inspire Olympia Application Review Panelists
2026

Community Member Panelists	Area of Interest or Expertise
Brandon Andrews	Cultural Access San Juan
Len Balli	History and Heritage
Kelly Campbell	Economic Development/Tourism
Bill Cotter	Olympia Heritage Commission
Ben Helle	Historian/State Archives
Kirsten Hull	Inspire Vancouver
Mary Ellen Jones	Nonprofit Volunteer
Stephanie Lile	History, Heritage/Museum
Josh Proehl	Arts Educator
Katherine Ransom	Olympia Arts Commission
Liz Schotman	Science Nonprofit Professional

Cultural Access Advisory Board Members

Ravi Adigarla
Bret Anderson
Genevieve Canceko-Chan
Diana Fairbanks
Nick Howard
Anne Larsen, Co-Chair
Justin McKaughan*
Melissa Meade, Chair
Morgan Montes*

*Did not serve on a review panel in 2026

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING FUNDING FOR ONE AND TWO-YEAR INSPIRE OLYMPIA CONTRACTS AND AN ANNUAL ALLOCATION FOR CULTURAL ACCESS PROGRAMS IN OLYMPIA PUBLIC SCHOOLS

WHEREAS, the Inspire Olympia Cultural Access Program is funded by one-tenth of one percent of Olympia's sales tax, effective January 2023 for a period of seven years, with revenues deposited into the Cultural Access Fund to be used to support the work of local cultural organizations who offer public programming in the arts, science, culture, or heritage for the residents of Olympia; and

WHEREAS, the Cultural Access Advisory Board (CAAB) was established to advise City Council on implementation of Inspire Olympia, recommend funding guidelines for cultural access programming consistent with state law, review grant applications that meet criteria for providing public benefit, and make recommendations to City Council for funding of programs to meet those objectives; and

WHEREAS, Inspire Olympia's funding goals and granting framework were developed by the CAAB and approved by City Council to promote equity in the distribution of funds to eligible and qualified organizations and to annually allocate funding for Cultural Access in Olympia Public Schools, including student transportation; and

WHEREAS, 94 eligible cultural organizations submitted proposals for Inspire Olympia funding which were reviewed and scored by three Review Panels that included seven CAAB members plus 11 members of the public, who considered the public benefit of each proposal, scored them in light of program funding goals and key qualitative merits, and forwarded their scores to the full CAAB for consideration in a public meeting; and

WHEREAS, the CAAB considered the current Cultural Access Fund balance and a long-term spending plan previously approved by City Council to set an overall spending goal, and, in order to eliminate bias, developed recommendations for individual funding awards based on the scores forwarded from the Review Panels with the names of the applicant organizations redacted; those recommendations are reflected in the spreadsheet [or whatever document] attached to this Resolution as Exhibit 1; and

WHEREAS, the Council's Community Livability and Public Safety Committee has recommended approval of the CAAB recommendation, which includes awards to organizations for one- and two-year contracts for cultural services beginning July 1, 2026 and a funding allocation for Cultural Access in Public Schools for the 2026-27 School Year.

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL RESOLVES as follows:

1. The Olympia City Council hereby approves the funding recommendation of the CAAB for cultural access programming in public schools for the coming school year, for one-year Impact contract awards for the 2026 -2027 granting cycle, and for two-year Comprehensive contract awards for the 2026-2028 grant cycle, and the terms and conditions contained therein.

2. The City Manager is directed and authorized to execute on behalf of the City of Olympia all approved contracts, and any other documents necessary, and to make any amendments or minor modifications as may be required and are consistent with the intent of the funding recommendation, and to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
_____
SENIOR DEPUTY CITY ATTORNEY

2026-27 Impact Grant Contract Awards

Artists With Ecology	$ 50,000.00	Multicultural Service Center of South Sound	$ 22,500.00	South Sound Maritime Heritage Association	$ 37,500.00
Asian Pacific Islanders Coalition of SPS	$ 25,000.00	Nisqually Reach Nature Center	$ 50,000.00	South Sound Story Guild	$ 4,000.00
Capital City Chorus	$ 37,500.00	Olympia Arts & Heritage Alliance	$ 37,500.00	South Sound Studio Tour	$ 25,000.00
Capital City Pride	$ 50,000.00	Olympia Artspace Alliance	$ 37,500.00	String and Shadow Puppet Theater	$ 37,500.00
Community Print	$ 25,000.00	Olympia Chamber Orchestra	$ 25,000.00	TCMedia	$ 25,000.00
Computer Upcycle Project	$ 15,000.00	Olympia Family Theater	$ 37,500.00	Team-Tomorrow	$ 37,500.00
Creative Theatre Experience	$ 37,500.00	Olympia Film Society	$ 25,000.00	Terra Forma Education	$ 25,000.00
Death Dancer	$ 25,000.00	Olympia Historical Society & Bigelow House	$ 25,000.00	The 3rd Thing	$ 25,000.00
DECAY (Diverse Events & Creative Arts Yard)	$ 50,000.00	Olympia Jazz Central	$ 7,500.00	The Commons at Fertile Ground	$ 15,000.00
Deschutes Estuary Restoration Team	$ 25,000.00	Olympia Junior Programs	$ 37,500.00	The Four Lodges Foundation	$ 37,500.00
Earthbound Productions	$ 50,000.00	Olympia Kato Sister City Association	$ 6,250.00	The Many Trees Project	$ 18,000.00
Ecostudies Institute	$ 12,500.00	Olympia Music History Project	$ 25,000.00	The Olympia Peace Choir	$ 30,000.00
Ecstatic Sound Collective - Olympia Funk Festival	$ 50,000.00	Olympia Musical Theatre	$ 18,750.00	Theater Artists Olympia	$ 37,500.00
Free Music Olympia	$ 50,000.00	Olympia Youth Chorus	$ 30,000.00	Thurston Climate Action Team	$ 22,500.00
Haki Farmers Collective	$ 37,500.00	OURstory Community at Rebecca Howard Park	$ 18,666.00	Thurston Conservation District- South Sound Green	$ 37,500.00
Hispanic Roundtable of South Sound (HRT)	$ 30,000.00	Pacific Northwest Theater	$ 50,000.00	Thurston County Museum of Fine Arts	$ 50,000.00
hummingbird studio	$ 50,000.00	Rainbow Community Arts Olympia	$ 30,000.00	Triceratops Technology Resources	$ 37,500.00
ISM Festival	$ 15,000.00	Restoring Earth Connection	$ 7,612.00	Unforgettable Art Programs	$ 15,000.00
Lacey MakerSpace	$ 37,500.00	Rueda de Olympia	$ 4,790.00	Washington Stars Quilt Guild	$ 15,000.00
Master Gardener Foundation of Thurston County	$ 24,000.00	Samba Olywa	$ 22,675.00	Western Wildlife Outreach	$ 25,000.00
Masterworks Choral Ensemble	$ 37,500.00	South Puget Sound Salmon Enhancement	$ 25,000.00	Window Seat Media	$ 25,000.00
Mi Chiantla	$ 22,500.00	South Sound Dance Access	$ 50,000.00	YWCA of Olympia	$ 50,000.00
Moving Parts Dance	$ 50,000.00	South Sound Eco-Network	$ 25,000.00	**2026-27 Impact Funding TOTAL**	**$ 2,057,243.00**

2 Year Comprehensive Grant Contract Awards

	2-Year Contract	2026-27
Arbutus Folk School	$ 170,000.00	$ 85,000.00
Ballet Northwest	$ 153,000.00	$ 76,500.00
CIELO*		$ 45,000.00
Emerald City Music	$ 126,000.00	$ 63,000.00
Garden Raised Bounty	$ 170,000.00	$ 85,000.00
Hands on Children's Museum	$ 170,000.00	$ 85,000.00
Harlequin Productions	$ 170,000.00	$ 85,000.00
Indigenous Performance Productions	$ 149,839.20	$ 74,919.60
Olympia Community Sailing	$ 57,500.00	$ 28,750.00
Olympia Symphony Orchestra	$ 106,056.00	$ 53,028.00
Pacific Shellfish Institute	$ 170,000.00	$ 85,000.00
Pizza Klatch	$ 142,426.80	$ 71,213.40
Puget Sound Estuarium	$ 170,000.00	$ 85,000.00
Student Orchestras of Greater Olympia	$ 170,000.00	$ 85,000.00
The Bridge Music Project	$ 158,596.00	$ 79,298.00
The Hawk Foundation	$ 148,671.90	$ 74,335.95
Washington Center for the Performing Arts	$ 170,000.00	$ 85,000.00
	$ 2,402,089.90	**$ 1,246,044.95**

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING TITLE 18, UNIFIED DEVELOPMENT CODE, OF THE OLYMPIA MUNICIPAL CODE, TO EFFECTUATE MISCELLANEOUS CODE AMENDMENTS

WHEREAS, on February 23, 2026, the City of Olympia Community Planning and Economic Development Department proposed multiple minor amendments to various chapters in the Olympia Municipal Code, including in Title 18, Unified Development Code, of the OMC (the Proposed Amendments); and

WHEREAS, the Proposed Amendments were developed, in part, to address changes in state law adopted by the Legislature in the 2024 and 2025 Legislative sessions, and also to address technical issues identified by City Staff; and

WHEREAS, Notice of Application for the Proposed Amendments was routed to all Recognized Neighborhood Associations within the City of Olympia and to the Council of Neighborhoods Association on February 23, 2026; and

WHEREAS, on February 23, 2026, the Proposed Amendments were sent to the Washington State Department of Commerce Growth Management Services with the Notice of Intent to Adopt Development Regulation amendments as required by RCW 36.70A.106 and no comments were received from state agencies during the comment period; and

WHEREAS, on March 2, 2026, the Olympia Planning Commission received a briefing on the Proposed Amendments; and

WHEREAS, on March 11, 2026, the City of Olympia issued a Determination of Non-Significance pursuant to the State Environmental Policy Act (SEPA) on the Proposed Amendments; and

WHEREAS, on March 25, 2026, notice of the public hearing for the Proposed Amendments was provided to all Recognized Neighborhood Associations with the City of Olympia pursuant to Chapter 18.70 OMC, Public Notification; and

WHEREAS, on March 25, 2026, notice of the public hearing for the Proposed Amendments was provided to all Parties of Record pursuant to Chapter 18.70 OMC, Public Notification; and

WHEREAS, on March 27, 2006, a legal notice was published in *The Olympian* newspaper regarding the date of the Olympia Planning Commission's public hearing on the Proposed Amendments; and

WHEREAS, on April 6, 2026, the Olympia Planning Commission received a briefing, held a public hearing, and deliberated the Proposed Amendments; and

WHEREAS, there were no written or oral public comments or testimony received on the Proposed Amendments; and

WHEREAS, following the public hearing and deliberations, on April 6, 2026, the Planning Commission provided to the City Council its recommendation to amend multiple chapters in Title 18, Unified Development Code, of the Olympia Municipal Code (OMC), as proposed; and

WHEREAS, the Proposed Amendments are consistent with the Olympia Comprehensive Plan and other chapters of Title 18 OMC; and

WHEREAS, the Proposed Amendments have been reviewed pursuant to the Rezones and Text Amendments process outlined in Chapter 18.70 OMC; and

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

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

Section 1. Amendment of OMC 18.02.040. Olympia Municipal Code Section 18.02.040 is hereby amended to read as follows:

It is the purpose of this Development Code to promote the health, safety, and general welfare by guiding the development of the city consistent with the comprehensive plan which is, in part, carried out by the provisions of this title. It is further intended to provide regulations and standards which will reduce greenhouse gas emissions, promote renewable energy systems, lessen congestion on the streets, encourage high standards of development, prevent the overcrowding of land, provide adequate light and air, ~~avoid excessive~~appropriately concentrate ~~concentration of~~ population consistent with state law and the Comprehensive Plan, and facilitate adequate provisions for transportation, utilities, schools, parks, and other public needs.

Section 2. Amendment of OMC 18.02.160(C). Olympia Municipal Code Subsection 18.02.160(C) is hereby amended to read as follows:

C. Use District Boundaries.

1. Land use district boundaries, unless otherwise indicated by natural land forms, are intended to follow lot lines or the centerline of streets and alleys as shown on the zoning map. Where the lot line location or street layout on the ground varies from that shown on the zoning map the designations shown on the map ~~shall~~ must be applied to carry out the intent and purpose of this title.

2. Land use district boundary lines ~~shall~~ extend parallel from their landward location to a point of intersection at the center of all bodies of water. Bodies of water include the Puget Sound and all rivers, streams, and lakes.

3. If the use district boundary line clearly divides a parcel of land having a single ownership of record ~~at the time this title became effective~~, all regulations from one of the zones applicable to the parcel apply to the entirety of~~all~~ such ~~property~~ parcel ~~shall~~must apply all regulations from one of the applicable zones affecting the site. ~~take the least restrictive classification within its general land use classification (residential, commercial, industrial), provided t~~The ~~property~~ parcel ~~is~~ must be developed with a consolidated site plan unless all proposed development is clearly and wholly located on the portion of the parcel in one and only one zoning district. ~~as one unit, and provided that a nonresidential use shall be permitted to extend into a residential use district only if that portion of the property lying within such district has an area less than 1,500 square feet or is of such shape that it cannot be occupied by a residence.~~

4. Except, if the use district boundary line divides a parcel zoned High Density Corridor-4 (HDC-4) which is located between Phoenix Street and Lilly Road, if the parcel of land is under a single ownership of record at the time this title became effective, and if the parcel is deeper than 400 feet as measured from Martin Way or Pacific Avenue, then that portion of the property beyond 400 feet ~~shall~~ must have the use and development standards of the General Commercial (GC) zoning district.

Section 3. Amendment of OMC 18.02.170(C). Olympia Municipal Code Subsection 18.02.170(C) is hereby amended to read as follows:

B. For the purposes of this title, unless it is plainly evident from the context that a different meaning is intended, certain words and terms are ~~herein~~ defined as follows:

1. The word "shall" or "must" is always mandatory, while the word "should" is not mandatory, and "may" is permissive.

2. Words in the present tense include the future, the singular includes the plural and the plural includes the singular.

3. The word "and" indicates that all connected items or provisions apply.

4. The word "or" indicates that the connected items or provisions may apply singularly or in any combination.

5. The term "either/or" indicates that the connected items or provisions ~~shall~~ must apply singularly but not in combination.

6. Where terms are not specifically defined, they ~~shall~~ have their ordinary accepted meanings within the context with which they are used. ~~Webster's Third New International Dictionary of the English Language, Unabridged, Copyright 1986, shall be considered in determining ordinarily accepted meanings.~~

Section 4. Amendment of OMC 18.02.180(A). Olympia Municipal Code Subsection 18.02.180(A) is hereby amended to read as follows:

A. DEFINITIONS - SPECIFIC.

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

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

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

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

Accessory Dwelling Unit. See Dwelling, Conventional.

Accessory Structure. A structure detached from the principal building located on the same lot and customarily incidental and subordinate to the principal building. Any part of the main building ~~which~~ that shares a common wall and roof is considered a part of that building. A building or portion thereof is not considered attached if the attachment is by a covered breezeway. (See also Subordinate.) Examples of accessory structures include garages, sheds, and ground-mounted solar photovoltaic systems.

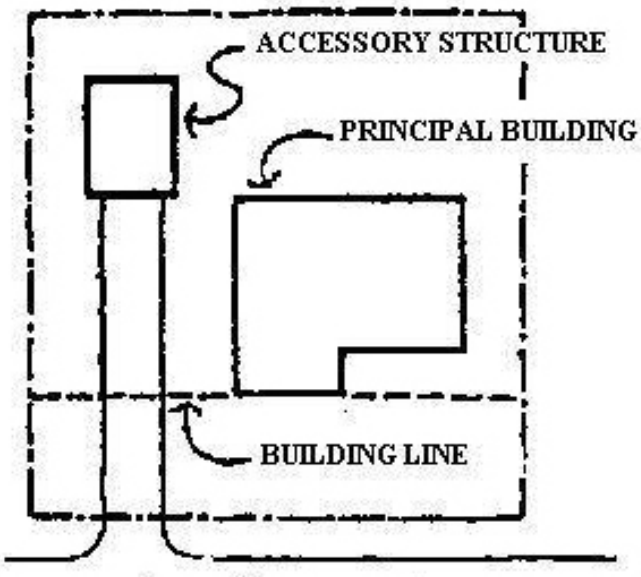


FIGURE 2-1

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

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

Adjacent. Next to or adjoining something else. Adjacent properties need not share a common boundary if divided by a road or other natural feature. See abutting.

Adult Day Care Home. See Dwelling, Assisted Living.

Adult Entertainment.

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

b. Any exhibition, performance, or dance of any type conducted in a premises where such exhibition, performance, or dance is distinguished or characterized by a predominant emphasis on the depiction, description, simulation of, or relation to, the following specified sexual activities:

    i. Human genitals in a state of sexual stimulation or arousal;

    ii. Acts of human masturbation, sexual intercourse, or sodomy; or

iii. Fondling or other erotic touching of human genitals, pubic region, buttocks, or female breast; provided, adult entertainment and specifically the "depiction, description, simulation of, or relation to" sexual activities described above, ~~shall~~ may not be construed to include any form of actual sexual conduct as defined in this section.

c. Any exhibition, performance, or dance intended to sexually stimulate any patron and conducted in a premises where such exhibition, performance, or dance is performed for, arranged with, or engaged in with fewer than all patrons on the premises at that time, with separate consideration paid, either directly or indirectly, for such performance exhibition or dance. For purposes of example and not limitation, such exhibitions, performances, or dances are commonly referred to as table dancing, couch dancing, taxi dancing, lap dancing, private dancing, or straddle dancing.

Adult-Oriented Business. ~~Shall mean~~ Means the following businesses:

a. Adult arcade. An establishment containing any individual viewing areas or booths, where, for any form of consideration, including a membership fee, one or more still or motion picture projectors, slide projectors, or similar machines, or other image producing machines are used to show films, motion pictures, video cassettes, slides, or other photographic reproduction of sexual conduct, or adult entertainment.

b. Adult cabaret. A night club, bar, restaurant, theater, or auditorium, or similar commercial establishment, whether or not alcoholic beverages are served, which presents adult entertainment.

c. Adult motel. A hotel, motel, or similar commercial establishment which:

i. Offers sleeping accommodation to the public for any form of consideration and, as a significant purpose of its business, provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction of or description of sexual conduct or adult entertainment and are not rated G, PG, PG-13, NC-13, NC-17, or R by the Motion Picture Association of America; or

ii. Offers a sleeping room for rent for a period of time that is less than ~~ten (~~10~~)~~ hours; or

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

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

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

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

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

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

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

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

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

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

Alteration, Critical Area. Any change to, addition to, or modification of an existing use, including any human activity that results or is likely to result in an adverse impact on the existing condition of a critical area or its buffer. "Alteration" does not include passive recreation such as walking, fishing or similar low impact activities.

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

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

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

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

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

Animal Kennel. See Kennel.

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

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

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

Antenna Element. Any antenna or antenna array.

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

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

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

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

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

Apartment. See Dwelling, Conventional.

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

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

Arcade. A covered walk with shops along one side and a line of arches or columns on the other side.
Archaeological Sites. Any site or location of prehistoric or historic significance including, but not limited to, burial sites, camp sites, rock shelters, caves and their artifacts, implements and remains of preexisting native Americans.

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

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

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

a. Would otherwise be regulated as hazardous wastes under RCW 70.105; and

b. Are not regulated as a hazardous waste under the Federal Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6910, et seq.

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

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

Auction. See Swap Meet.

Auditor. The Auditor of Thurston County, Washington.

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

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

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

Section 5. Amendment of OMC 18.02.180(C). Olympia Municipal Code Subsection 18.02.180(C) is hereby amended to read as follows:

C. DEFINITIONS—SPECIFIC.

Caliper. The American Association of Nurserymen standard trunk measurement of nursery stock. Caliper of the trunk is the trunk diameter measured six inches above the ground for up to and including four inch caliper size, and twelve inches above the ground for larger sizes.

Canopy. A permanent flat roof-like structure attached to and supported by a building, used principally as protection from sun and rain. The structure may or may not incorporate a sign.

Carport. A roofed structure providing space for the parking of motor vehicles, boats, recreational vehicles, or other equipment, and enclosed on no more than three sides.

Cemetery. Property used for the interment of the dead.

Certificate of Appropriateness. A letter or other document stating that proposed changes will not adversely affect the historic characteristics of the property that contribute to its designation.

Certificate of Occupancy. A permit issued by the Community Planning and Development Department prior to occupancy of a structure when the structure is ready for occupancy.

Change of Occupancy. A change in the existing occupancy classification of a building, structure, or land, or portion thereof, as established and defined by the Uniform Building Code then in effect. Land use approval by appropriate authority and a certificate of occupancy issued by the building official may be required for any such change.

Change of Use. A change in the use of a building or land that results in a different classification of use under this Development Code. If a particular land use is undefined by this Development Code, the most similar use listed in the Standard Industrial Classification (SIC) Manual must be used. A change of ownership may not be considered a change of use. (See also Thurston County Assessor SIC land use classifications.)

Child Day Care. The provision of supplemental parental care and supervision:

a. For an unrelated child or children,

b. On a regular basis,

c. For less than 24 hours a day, and

d. Under license by the Washington State Department of Social and Health Services.

As used in this Development Code, the term is not intended to include babysitting services of a casual, non-recurring nature or in the child's own home. Likewise, the term is not intended to include cooperative, reciprocative child care by a group of parents in their respective domiciles.

Child Care Home, Family. A facility in the residence of the licensee providing regular scheduled care for twelve or fewer children, within a birth through eleven-years-of-age range exclusively, for periods of less than 24 hours.

Child Day Care Center. A facility providing regularly scheduled care for a group of children one month of age through 12 years of age for periods less than 24 hours.

Church. A building or structure, or groups of buildings or structures, that by design and construction are primarily intended for conducting organized religious services and associated accessory uses, not including bingo or games of chance, nor schools which exceed normal religious service hours.

City. The City of Olympia.

City Council. The duly elected Mayor and Council Members of the City of Olympia.

Clear Sight Triangle. A triangular-shaped portion of land at street intersections in which nothing is erected, placed, planted, or allowed to grow in such a manner as to limit or obstruct the vision of vehicle operators entering or exiting the intersection. (See also chapter 18.40 OMC.)

Clearing. The destruction or removal of vegetation from a site by physical, mechanical, chemical, or other means, not including landscape maintenance or pruning consistent with accepted horticultural practices which does not impair the health or survival of trees and vegetation.

Clinic. A place for outpatient medical services to human patients.

Closed Record Appeal. An administrative appeal following an open record hearing on a project permit application when the appeal is on the record with no new evidence or information allowed to be submitted and only appeal argument allowed. [See RCW 36.70B.020(1)].

Club. An association of persons (whether or not incorporated) organized for some common purpose, not including a group organized primarily to render a service customarily carried on as a business. Retail warehouse buying clubs are not included in this definition. (See also Health Club and Country Club.)

Clustered Subdivision. A subdivision development in which building lots are sized to conform to the "footprint" of the structures and placed closer together than conventional development (usually in groups or clusters). The remaining undeveloped land is generally preserved as open space and/or recreation land. Private development easements around the structures are permitted for private landscaping, pools, spas, yards, and similar uses.

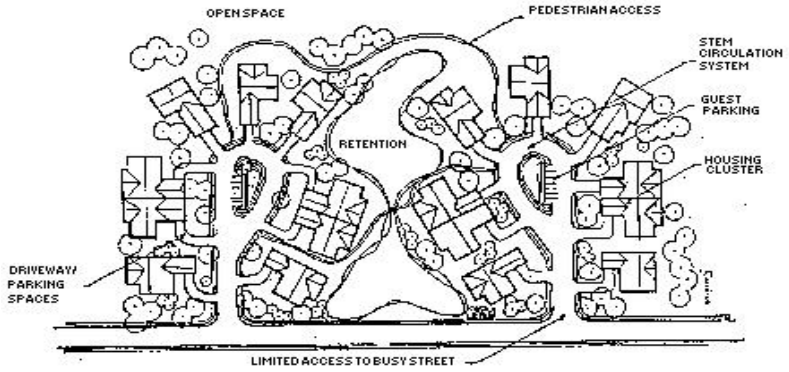


FIGURE 2-2

Cocktail Lounge. See Drinking Establishments.

Co-Living Housing. See Dwelling, Conventional.

Collegiate Greek System Residence. A building which is occupied by unrelated members of a private educational organization, and which contains sleeping rooms, bathrooms, common rooms, and a central kitchen and dining room. (See Dormitory.)

Collocation. The practice of installing and operating multiple wireless carriers, service providers, and/or radio common carrier licensees on the same antenna support structure or attached wireless communication facility using different and separate antenna, feed lines and radio frequency generating equipment.

Combined Antenna. An antenna or an antenna array designed and utilized to provide services for more than one wireless provider for the same or similar type of services.

Commercial Vehicle. A vehicle customarily used as part of a business for the transportation of goods or people.

Commission. The Planning Commission of the City of Olympia.

Common Structure. A commonly owned structure intended for the common use of all residents of the development which meets the requirements of OMC 18.04.060(F)(1).

Community Clubhouse. A privately owned structure in which inhabitants of a neighborhood or subdivision, or members of a neighborhood association, gather for meetings and other activities.

Community Park. An area intended for use by the community for active and/or passive recreation activities. Such parks may contain large areas such as lake fronts, parkways, forest areas, picnic areas, arts facilities, and regulation size athletic fields designed for organized competitive sports such as softball, baseball, or soccer.

Compensation. Types of compensation include, but are not limited to the following:

In-Kind. Replacement of a habitat type with substitute habitat whose characteristics closely approximate those destroyed or degraded by an allowable use or activity.

Off-Site. Replacement of a specific habitat type away from the site on which a habitat type has been impacted by an allowable use or activity.

On-Site. Replacement of a habitat type at or within 500 feet of the site on which the habitat type has been impacted by an allowable use or activity.

Out-of-Kind. Replacement of a habitat type with a substitute habitat type whose characteristics do not closely approximate those destroyed or degraded by an allowable use or activity.

Compensation Project. Actions necessary to replace project-induced losses to the functional values of a critical area, including land acquisition, planning, construction plans, monitoring and contingency actions.

Comprehensive Plan. The plan adopted by the City Council to guide the physical growth and improvement of the city, including any future amendments and revisions.

Community-scale solar energy system. A solar photovoltaic system that qualifies for the Washington Community Solar Incentives under RCW 82.16.170.

Conditional Use Permit. A discretionary permit granted under the provisions of this Development Code and which, when granted, authorizes a specific use to be made of a specific property, subject to compliance with all terms and conditions imposed on the permit.

Condominium. See Dwelling, Conventional.

Conference Center. A facility used for seminars, conventions, symposiums and similar uses, with meeting rooms and possibly food preparation and eating facilities.

Confidential Shelter. See Dwelling, Assisted Living.

Conforming Use. A land use consistent with the list of permitted uses for the district in which it is located, or otherwise designated as a conforming use in that district.
Congregate Care Senior Housing. See Dwelling, Assisted Living.

Consistency with Comprehensive Plan. Performance in accordance with and complying and conforming with state law and the Olympia Comprehensive Plan as determined by consideration of the type of land use, the level of development, infrastructure, and the character of the development. [See RCW 36.70B.040].

Construction Permit, SEPA-exempt. A construction permit or license exempt from the threshold determination and environmental impact statement requirements of the State Environmental Policy Act, such as an electrical, mechanical, plumbing or single-family building permit, and installation permits for lateral utility lines.

Contiguous Land. Parcels adjoining and touching other land and having the same owner regardless of whether or not portions of the parcels have separate tax lot numbers, were purchased at different times, lie in different sections, are different government lots or are separated from each other by private roads or private rights-of-way.

Contributing Historic Property. A property within a designated historic district listed as having enough historic significance to have been listed as a "contributing" property during the historic district approval process.

Convalescent Home. See Dwelling, Assisted Living.

Cornice. Any ornamental molding which protrudes along the top of a building.

Cooperative Housing. See Dwelling, Conventional.

Cottage Housing. See Dwelling, Conventional.

Country Club. A private or public membership facility designed for tennis, swim and other recreational activities except riding stables. Such uses and activities may be grouped around a clubhouse containing a restaurant, banquet and meeting room facilities. (See also Golf Course.)

County. Thurston County.

Courtyard. An open, unoccupied space, other than a yard, on the same lot with a building and bounded on two or more sides by the walls of a building.

Covenant. See Restrictive Covenant.

Coverage, Building. The portion of a lot covered by the principal and accessory building floor area including all areas covered by a weather-tight roof, excluding two feet of eaves.

Coverage, Impervious. The area which is occupied or covered by all impervious surfaces including the total horizontal surface of all buildings, except two feet of eaves. (See Net Site Area and Impervious Surface definitions.)

Crematorium. A facility that uses heat or fire to reduce human or animal remains to ashes.

Creek. See Stream.

Crisis Intervention Service. A mental health agency that offers 24 hour counseling, instruction and referral to persons in critical situations. This service is provided by telephone only and not in-person. Crisis intervention services are defined and regulated in Chapter 275-56-350 of the Washington Administrative

Code. Such facilities may be characterized by a need for location confidentiality. This is not defined as a Business Office nor a Government Office.

Critical Area. Any of the following areas and ecosystems:

a. Wellhead Protection Areas,

b. Important Habitats and Species,

c. Streams and Priority Riparian Areas,

d. Wetlands, and

e. Geological Hazard Areas.

Critical Area Tract. An area containing a critical area and/or buffer and that is subject to a recorded critical area protection restriction. (See Tract)

Culvert. A conveyance device (e.g., concrete box, pipe) which conveys water under (usually across) a roadway or embankment.

Section 6. <u>Amendment of OMC 18.02.180(F)</u>. Olympia Municipal Code Subsection 18.02.180(F) is hereby amended to read as follows:

F. DEFINITIONS - SPECIFIC.

FAA. The Federal Aviation Administration.

Facade. The vertical side or sides of a building facing city streets or pedestrian plazas.

Family. An individual, or two or more persons, living in a dwelling unit or a foster family home, or an adult family home, as defined under Washington State law or administrative code.

Farmers Market. See Swap Meet.

FCC. The Federal Communications Commission.

Feed Lines. Cables used as the interconnecting media between the transmission/receiving base station and the antenna of a WCF.

Fence. A physical barrier used to prevent entrance or exit, or to mark a boundary.

Filling or Fill. Any depositing or stockpiling of earth materials.

Final Approval. The final official action taken by the Review Authority on a proposed subdivision, short subdivision, binding site plan, large lot subdivision, dedication, or other application requiring City approval.

Flashing Sign. See Sign, Animated.

Flea Market. See Swap Meet.

Flood Hazard Area. Those lands having a one percent or greater chance of flooding in any one year.

Floor Area. See Gross Floor Area.

Floor Area Ratio (FAR). The ratio of floor area permitted on a zoning lot to the size of the lot. 1:1 means a one story building can cover the entire buildable area of the lot, except in the Urban Waterfront Housing District, 1 FAR of commercial is allowed, while the remainder of the building (up to the allowed zoning height) must be residential. Floor area ratio means a measure of development intensity equal to building square footage divided by the developable property square footage. Developable property excludes public facilities and portions of lots with critical areas and critical area buffers as designated in RCW 36.70A.060, except for critical aquifer recharge areas where a single-family detached house is an allowed use provided that any requirements to maintain aquifer recharge are met.

Flush-Mounted Antenna. Any antenna or antenna array attached directly to the face of the support structure or building such that no portion of the antenna extends above the height of the support structure or building. Where a maximum flush-mounting distance is given, that distance ~~shall~~ must be measured from the outside edge of the support structure or building to the inside edge of the antenna.

Food Stores. Stores primarily engaged in selling food and beverages for home preparation and consumption. It includes grocery stores; meat and fish markets, including freezer provisioners; fruit and vegetable markets; candy, nut, and confectionery stores; dairy products stores; retail bakeries; wine and beer shops; liquor stores; and miscellaneous stores specializing in items such as spices, coffee, or health foods. As an accessory use, a food store may also sell prepared products for on-site or off-site consumption.

Frequent Transit Routes. Transit routes for which the majority of bus stops have service four or more times per hour, for a minimum of 12 or more hours per day, for at least five days per week.

Front Wall. The wall of a structure nearest to the street upon which the structure faces, excluding cornices, canopies, eaves, or any other architectural embellishments.

Front Yard. See Yard, Front.

Frontage. The side(s) of a lot abutting a public rights-of-way.

Frontage Improvements. See Improvements.

Functions, beneficial functions or functions and values. The beneficial roles served by critical areas including, but not limited to: water quality protection and enhancement; fish and wildlife habitat; food chain support; flood storage, conveyance and attenuation, groundwater recharge and discharge; erosion control; wave attenuation; historical and archaeological value protection; and aesthetic value and recreation.

Funeral Parlors and Mortuaries. Businesses primarily engaged in conducting funerals and preparing the dead for burial, but not including crematoriums.

Furniture, Home Furnishings, and Appliance Stores. Businesses primarily engaged in the retail sale of goods used for furnishing the home, such as furniture, floor coverings, draperies, lighting fixtures, woodstoves, domestic cookstoves, refrigerators, and other household electrical and gas appliances. This category also includes rental of furniture, appliances, and the like. Consumer electronics such as televisions, stereo equipment, and personal computers are classified under Specialty Stores. Mini-computers and mainframe computers are classified under Office Supplies and Equipment Stores. (See also Specialty Stores.)

Section 7. Amendment of OMC 18.02.180(G). Olympia Municipal Code Subsection 18.02.180(G) is hereby amended to read as follows:

G. DEFINITIONS - SPECIFIC.

Gambling Establishment. A business primarily engaged in Class E and F (fee-charged and enhanced card room activities) and house-banked card games and similar activities as defined and regulated by the Washington State Gambling Commission.

Garage. An enclosed detached or attached accessory building which is primarily used for the parking of vehicles. (See also Parking Facility.)

Garage, Commercial. A structure, or portion thereof, used primarily for the parking and storage of motor vehicles and available to the general public. (See also Parking Facility, Commercial.)

Garage, Private. Any building or portion thereof accessory to, or within, the principal building, and which is used or intended to be used by persons residing on the premises for the storage or parking of motor vehicles, boats and other permitted uses. (See also Carport.)

Gas Station. See Service Station.

General Merchandise Stores. Stores which sell a number of lines of merchandise in one store, such as department stores, warehouse buying clubs, variety stores, country general stores, drug stores, and the like. A store which primarily sells only prescription and over-the-counter drugs is defined as a Pharmacy.

Geographic Search Ring. An area designated by a wireless provider or operator for a new base station, produced in accordance with generally accepted principles of wireless engineering.

Geologist. A person who has earned a degree in geology from an accredited college or university, or a person who has equivalent educational training and has experience as a practicing geologist.

Golf Course. A private or public facility with extensive outdoor grounds designed for playing golf (typically 9 or 18 holes). Accessory uses may include a clubhouse, tennis and swim activities, and a driving range, but not to include riding stables. (See also Country Club).

Grade. The finished ground level adjoining the building at the exterior walls.

Grade Plane. A reference plane representing the average of the finished ground level adjoining the building at all exterior walls. Where the finished ground level slopes away from the exterior walls, the reference plane must be established by the lowest points within the area between the building and the lot line or, where the lot line is more than six feet from the building between the structure and a point six feet from the building.

Grading. Any excavating or filling of earth materials or any combination thereof.

Greenhouse. A building whose roof and sides are made largely of glass or other transparent or translucent material and in which the temperature and humidity may be regulated for the cultivation of delicate or out-of-season plants for sale or personal enjoyment. (See also Nursery.)

Grid-connected solar energy system. A solar photovoltaic system that is connected to an electric circuit served by an electric utility company.

Grocery Store. A subcategory of food store which is primarily engaged in the retail sale of a wide variety of fresh foods, packaged foods and household supplies for preparation and consumption in the home. Commonly known as a supermarket, grocery store, or minimarket, this type of store sells such goods as tea, coffee, spices, sugar, flour and packaged foods; fresh and/or frozen fruits and vegetables; fresh and/or prepared meats, fish, and poultry; domestic cleaning products and paper goods; and miscellaneous small items for home use. See also "Food Stores." A store which also sells a wide variety of non-grocery items (such as automotive supplies, consumer electronics, hardware, building materials, apparel, sporting goods or the like) as a major part of its sales (i.e., 30 percent or more of its display area) is classified as a "general merchandise store."

Gross Acreage. The total area within the lot lines of a lot or parcel of land before public streets, easements or other areas to be dedicated or reserved for public use are deducted from such lot or parcel.

Gross Floor Area for non-Accessory Dwelling Units. The area included within the surrounding exterior finished wall surface of a building or portion thereof, exclusive of courtyards.

Gross Floor Area for Accessory Dwelling Unit(s). The interior habitable area of an accessory dwelling unit, including basements and attics, but not including a garage or accessory structure.

Ground Area. See Gross Acreage.

Ground Cover. A variety of grasses or other low growing plants often cultivated to reduce soil and wind erosion.

Ground-mounted solar energy system (Accessory Use). A solar photovoltaic system mounted on a rack or pole that is ballasted on, or is attached to, the ground and the system is accessory to the primary use.

Ground-mounted solar energy system (Primary Use). A solar photovoltaic system mounted on a rack or pole that is ballasted on, or is attached to, the ground and is the primary land use for the parcel(s) on which it is located. Primary use systems are permitted through a discretionary approval process.

Groundwater. Water in a saturated zone or stratum beneath the surface of land or below a surface water body.

Group Home. See Dwelling, Assisted Living.

Guest House. See Dwelling, Conventional.

Section 8. Amendment of OMC 18.02.180(P). Olympia Municipal Code Subsection 18.02.180(P) is hereby amended to read as follows:

P. DEFINITIONS – SPECIFIC.

Parcel. A parcel of land under one ownership that has been legally subdivided or combined and is shown as a single parcel on the most recent equalized assessment roll.

Park, Neighborhood. An area suited for passive and/or active family activities and play which may include facilities such as picnic table and shelters, barbecue pits, playground equipment, basketball backboards, small sized playfields, volleyball courts and tennis courts. Neighborhood parks can serve an urban design as well as recreational function and are a core feature of neighborhood centers.

Park, Public. A park, playground, swimming pool, beach, pier, reservoir, golf course or athletic field which is under the control, operation or management of the City, county, state, or federal government.

Parking, Combined. Two or more land uses or a multi-tenant building which merge parking needs to gain a higher efficiency in vehicular and pedestrian circulation.

Parking Facility or Lot. A land area, building or structure that is for the temporary parking or storage of vehicles for which a fee may or may not be charged, and where no service or repairs of any kind are furnished.

Parking Facility, Commercial. A parking facility available to the general public, for which a fee is charged on an hourly, daily, weekly, monthly, or other similar basis.

Parking, Shared. Two or more land uses or a multi-tenant building which merge parking needs based on different operating hours to gain a higher efficiency in vehicular and pedestrian circulation, economize space, reduce impervious surface and provide a superior grouping of building(s).

Parking Space. An area which is primarily intended for the temporary storage of vehicles and which meets the design requirements of this code.

Party of Record. The applicant and any person who prior to a decision has requested notice of the decision or submitted substantive comments on an application.

Passive Recreation. See Recreation, Passive.

Pedestrian-Oriented Business. A commercial enterprise whose customers commonly arrive at a business on foot, or whose signage, advertising, window display and entry ways are oriented toward pedestrian traffic. Pedestrian-oriented business may include restaurants, retail shops, personal service businesses, travel services, banks, (except drive-through windows), and similar establishments.

Pedestrian Plaza. An area between a building and a public street which promotes visual and pedestrian access onto the site and which provides pedestrian-oriented amenities and landscaping to enhance the public's use of the space for activities such as resting, gathering, reading and picnicking.

Pedestrian Street. Street devoted to uses and amenities which stimulate and reinforce pedestrian activities and visually interesting features at the pedestrian level. Uses are typically sidewalk oriented and physically and visually accessed by pedestrians from the sidewalks, are open during established shopping hours, generate walk-in pedestrian clientele and contribute to a high level of pedestrian activity. Such uses include, but are not limited to, retail shops, restaurants, personal services, day care facilities, banks, travel agencies, cinemas, theaters, amusement establishments, galleries, museums, public display spaces, drug stores, shoe repair shops, floral shops, hair shops, department stores, small hardware stores, and apparel shops. Visually interesting features include, but are not limited to, sculptures, display cases, landscaping, vendor stalls and carts, and architectural detailing.

Percolation. The downward flow or infiltration of water through the pores or spaces of rock or soil. (See also Impervious Surface.)

Performance Guarantee. A financial guarantee acceptable to the City Attorney to ensure all improvements, facilities, or work required by this ordinance will be completed in compliance with this ordinance, regulations, and approved plans and specifications.

Perimeter. The boundaries or borders of a lot, tract, or parcel of land.

Permeable pavement. Pervious concrete, porous asphalt, permeable pavers or other forms of pervious or porous paving material intended to allow passage of water through the pavement section. It often includes an aggregate base that provides structural support and acts as a stormwater reservoir.

Permitted Use. A use allowed by law in a use district and subject to the provisions applicable in that district.

Person. Any individual, firm, co-partnership, joint venture, association, social club, social organization, company, joint stock association, corporation, estate, trust, organization, business, business trust, public agency, school district, state or its political subdivisions or instrumentalities, syndicate or any group or combination thereof, acting as a unit, including any trustee, receiver or assignee.

Personal Services. A business primarily engaged in providing services generally involving the maintenance of the human body, or other services to one's person or household pets. Such businesses include, but are not limited to, barber and beauty shops, photographic studios, tanning parlors, pet grooming, and obedience training. This does not include Medical Offices, Kennels or Veterinary Clinics. (See also Health Fitness Centers and Dance Studios.)

Personal Wireless Service. Commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services, as defined in the Telecommunications Act of 1996 and 47 U.S.C. 332 and future amendments thereof.

Pervious Surface. A surface material that allows stormwater to infiltrate into the ground. Examples include lawn, landscape, pasture, native vegetation areas, and permeable pavements.

Pesticide. Any chemical that is used to kill pests, especially insects and rodents.

Pet, Traditional. Animals which can be house-broken, walked on a leash, are frequently, but not necessarily, housed within the residence, or as a class judged neither obnoxious nor to pose a public safety or health threat. Traditional pet birds include song birds and parrots.

Pharmacies and Medical Supply Stores. Businesses primarily engaged in the sale of prescription and over-the-counter drugs, plus perhaps vitamins, first-aid supplies, and other health-related products. It also includes firms primarily engaged in the sale of medical equipment such as orthopedic or prosthetic devices, or equipment for home health testing. Pharmacies which also sell a wide variety of other types of merchandise, such as beauty products, camera equipment, small consumer electronics, giftware, food items, greeting cards, toys, housewares, and/or cleaning supplies are commonly known as "drug stores," and are classified as General Merchandise Stores.

Pigeons, Performing and Racing. Pigeons which are raised and used in the sport, hobby or competition of performing or racing; which require being released for freedom of flight for purposes of training, maintaining physical conditioning or competitive performance; and which are identified by a leg band containing the name or initials of the owner, or with an identification or registration number stamped on said band. Specifically included in this category are flying tipplers, tumblers, rollers and homing or racing pigeons.

Plat. A map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets and alleys or other divisions or dedications.

Plat, Final. The final drawing or map of a subdivision and dedication, prepared for recordation with the County Auditor and containing all elements and requirements set forth in RCW Chapter 58.17 and in the City of Olympia Subdivision Ordinance.

Plat, Preliminary. A drawing of a proposed subdivision showing the general layout of streets and alleys, lots, blocks and other elements of a subdivision consistent with the requirements of this code. The preliminary plat furnishes a basis for approval or disapproval of a general layout for a subdivision.

Plat, Preliminary Approval. The official action approving a proposed division of land, normally subject to the installation of improvements or fulfillment of conditions prior to final approval.

Plat, Short. The map or representation of a short subdivision containing all pertinent information required by Titles 17 and 18 OMC, and other applicable ordinances.

Portable Classroom. An accessory building/structure used for public, private or parochial education, and located on the same site as the principal building of instruction.

Principal unit. The single-family housing unit, duplex, triplex, townhome, or other housing unit located on the same lot as an accessory dwelling unit. If this unit meets the ADU size provisions in OMC 18.04, this unit can be reclassified as an ADU and a newly built unit can be designated as the principal unit during or after the building of that new unit.

Principal Use. The primary or predominant use of any lot, building or structure.

Printing, Commercial. This includes shops specializing in printing small jobs for business clients or the general public, such as photocopying, offset printing, or screen printing of documents, announcements, business cards, or the like. This also may include blueprinting, computer plotting, and similar business services. These shops may engage in typesetting, photoengraving, plate-making, and other printing functions incidental to their primary activity; however, if they are primarily engaged in these functions as a service to other printing businesses, they are classified under Industrial Printing. Businesses which print books, magazines, newspapers, or other periodicals for others are classified under Industrial Printing.

Printing, Industrial. Businesses which print books, magazines, newspapers, or other periodicals for others. It also includes printers of maps, posters, and the like; makers of business forms, looseleaf binders, and the like; and service industries for the printing trade, such as engraving, typesetting, photoengraving, electrotyping and stereotyping, lithographic platemaking, and related services.

Private School. See School, Private.

Private Utility. A privately owned enterprise that provides the public with electricity, gas, heat, steam, communication, transportation, water, sewage and garbage collection or other similar public services.

Prohibited Use. A use that is not permitted in a zoning or land use district.

Project. A change in occupancy or modification or improvement of real estate, whether done by clearing, grading, or structure creation or modification in any manner requiring approval, licensing, or permitting by the City of Olympia.

Project Permit. Any land use or environmental permit or approval required from the City for a project [See also RCW 36.70B.020(4)].

Project Permit Application. A formal written request to the City for a project permit or approval on forms provided by the City.

Property Line. Any line bounding the ownership of a parcel of land.

a. Front property line. Any property line separating any parcel of land from the street rights-of-way. In case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line, provided such choice, in the opinion of the ~~Building Official~~Director, will not be detrimental to the existing or future development of adjacent properties. In case of a through lot, both property lines abutting on a street are front property lines. In the case of a lot not abutting a street, the front property line is that line nearest to and roughly parallel with a street, provided that the ~~Building Official~~Director may approve an alternative front line if it will not be detrimental to existing and future development. However, for historic properties or in historic districts, for properties with more than one street frontage the front property line is the one the front door of the house is historically oriented toward, unless otherwise approved by the Director.

b. Rear property line. Any property line that does not qualify as a front or side property line.

c. Side property line. Any property lines that intersect the front property line. These lines may intersect at any angle and be of any length. (See also Yards.)

Public Access (Shoreline). The physical ability of the general public to reach and touch the water's edge and/or the ability to have a view of the water from upland locations. There are a variety of types of public access including picnic areas, pathways and trails (including handicapped accessible), floats and docks, promenades, viewing towers, bridges, boat launches, street ends, ingress and egress, parking, and others.

Public Art. Expressionistic forms, either human-made or natural, which are located for community view on private or public property.

Public Building. Any building, structure, facility, or complex used by the general public, whether constructed by any state, county, or municipal government agency or instrumentality or any private individual, partnership, association, or corporation, including, but not limited to, assembly buildings, such as auditoriums, libraries, public eating places, schools, and theaters; business buildings, such as offices; and factories and industrial buildings.

Public Facility. Land, buildings or structures operated by a municipal or other governmental agency to provide local protective, social, recreational, cultural, or mass transportation services directly to the general public. This includes police and fire stations, libraries, recreation facilities, bus transfer stations and park-and-ride lots. It also includes public land or buildings devoted solely to the storage of equipment and materials. It does not include facilities whose primary purpose is to provide administrative or judicial services, except as they may be incidental to the defined use, nor parking lots that are accessory to uses that would otherwise not be allowed in the underlying zone.

Public Hearing. A meeting announced and advertised in advance and for the express purpose of providing the public an opportunity to comment on a specific proposed action for adoption or approval by the City.

Public Meeting. An informal meeting, hearing, workshop or other public gathering of people to obtain comments from the public or other agencies on a proposed project permit prior to the City's decision on the permit application. A public meeting may include a design review board meeting, a neighborhood association meeting, or a scoping meeting on a draft environmental impact statement. A public meeting is distinct from and does not include an open record hearing. [See RCW 36.70B.020(5)].
Public Project of Significant Importance. See OMC 18.66.090.

Public Safety Communications Equipment. All communications equipment utilized by a public entity for the purpose of ensuring the safety of the residents of the City and operating within the frequency range of 700 MHz and 1,000 MHz and any future spectrum allocations at the direction of the FCC.

Public Services. Fire protection and suppression, law enforcement, public health, education, recreation, environmental protection and other governmental services.

Public Use Area. An outdoor portion of a property that is dedicated to public use and which contains one or more of the following elements: benches, tables, lawns, public art, gardens, exercise or play equipment, or similar improvements or features. These elements are to provide the public with recreational activities in addition to the right to traverse or stand in this area.

Public Utility. An organization or government agency which provides the public with electricity, gas, heat, steam, communication, transportation, water, sewage or garbage collection or other essential public services.

Publishing. Businesses which publish and print on their premises books, magazines, newspapers, or other periodicals. If such establishments do not perform printing on their premises, they are classified as Business Offices.

Section 9. <u>Amendment of OMC 18.02.180(R)</u>. Olympia Municipal Code Subsection 18.02.180(R) is hereby amended to read as follows:

R. DEFINITIONS - SPECIFIC.

Radio Frequency Emissions. Any electromagnetic radiation or other communications signal emitted from an antenna or antenna-related equipment on the ground, antenna support structure, building, or other vertical projection.

Radio, Television, or Communication Tower. A vertical structure that is intended to send or receive radio, or other wireless communications and to serve more than one user or an enterprise whose principal business is such communications. See Antenna.

Ravine. A narrow gorge that normally contains steep slopes and is deeper than ten vertical feet as measured from the lowest point of the valley to the top of the slope.

Rear Yard. See Yard, Rear.

Reasonable Alternative. An activity that could feasibly attain or approximate a proposal's objectives, but with less environmental impact or decreased level of environmental degradation.

Recreation, Active. Leisure-time activities, usually of a formal nature and often performed with others, requiring equipment and taking place at prescribed places, sites, or fields.

Recreation, Commercial. A facility operated as a business which is designed and equipped for leisure-time activities such as theaters, bowling alleys, museums, aquariums, public and private recreational concessions, miniature golf, archery ranges, and amusement activities such as coin or token-operated machines, rides, or booths to conduct games. (See also Health Fitness Centers and Dance Studios, Golf Courses, Country Clubs, and Riding Stables.)

Recreation, Passive. Activities that involve relatively inactive or less energetic activities, such as walking, sitting, picnicking, card games, chess, checkers, or similar table games and activities which may involve educating the user.

Recreation Facility. A place designed and equipped for the purpose of sports and leisure-time activities.

Recreational Vehicle. A vehicle towed or self-propelled on its own chassis or attached to the chassis of another vehicle and designed or used for recreational or sporting purposes. The term recreational vehicle includes, but is not limited to, travel trailers, pick-up campers, camping trailers, tiny-houses on wheels, motor coach homes, converted trucks, buses, or boats.

Recreational Vehicle Park. Any lot or parcel of land upon which two or more recreational vehicles sites are located, established, or maintained as temporary living quarters for recreation or vacation purposes, not to exceed 180 days in any one-year period.

Recycling. The process by which waste products are collected and reduced to raw materials and transformed into new products.

Recycling Facility. A facility for the collection and/or sorting and storage of recyclable materials generated from domestic or small business sources, such as bottles, cans, paper, cardboard, aluminum, and plastics. This definition does not include facilities for the processing of recyclable materials, which are classified as an industrial use. Recycling facilities are further divided into two categories: Type I Recycling Facilities include bins or other temporary or permanent facilities for the collection of small quantities of recyclable materials to be sorted and/or processed elsewhere. A Type I facility may be accessory to a primary use, such as a recycling bin at a grocery store parking lot. Type II Recycling Facilities include facilities primarily dedicated to the collection, sorting, or purchase and resale of recyclable materials.

Remodel. The alteration, restoration, reconstruction, addition to, structural modification, change of existing building footprint or internal floor plan that requires city approval or the issuance of any City permit.

Rental, Residence. The temporary rental of a single-family home for personal social events such as a wedding reception, private party or similar activity. (See also Temporary Uses.)

Replat. The further division of lots or the relocation of lot lines of any lot or lots within a subdivision previously approved and recorded according to law; or the alteration of any streets or the establishment of any new streets within any such subdivision, but not including conveyances, made so as to combine existing lots by deed or other instruction.

Restaurant. A use providing preparation and retail sale of food and beverages, including coffee shops, sandwich shops, ice cream parlors, fast food take-out, espresso stands, and similar uses. A restaurant may include licensed "on-site" provision of alcoholic beverages for consumption on the premises when accessory to such food service. A "drive-in" restaurant is one where all or a significant portion of the consumption takes place or is designed to take place with the patrons remaining in their vehicles while on the premises. A "drive-through" restaurant is one which has one or more drive-through lanes for ordering and dispensing of food and beverages to patrons remaining in their vehicles, for consumption off the premises.

Restoration. Measures taken to restore an altered or damaged natural feature including:

a. Active steps taken to restore damaged wetlands, streams, protected habitat, or their buffers to the functioning condition that existed prior to an unauthorized alteration; and

b. Actions performed to reestablish structural and functional characteristics of the critical area that have been lost by alteration, past management activities, or catastrophic events.

Restrictive Covenant. A restriction on the use of land usually set forth in the deed. [NOTE: Restrictive covenants usually run with the land and are binding upon subsequent owners of the property. However, some restrictive covenants run for specific periods of time.]

Retail Trade. The selling of goods or merchandise to the general public for personal, business, or household consumption. The retail sales establishment is usually a place of business and is engaged in activity to attract the general public to buy goods. The establishment may also buy and receive goods.

Retail sales includes services related to the retail goods. The establishment may process, repair, manufacture, and wholesale some of the products, such as jewelry, baked goods, beverages, apparel, pottery, or consumer electronics, but such processing, repair, or manufacturing must be associated with retail activities, be limited to rear or upper floor areas in the same building, and emit no loud noise or noxious odor. See Industry, Light.

Revision of Application, Minor. A change or correction by an applicant of a proposed project, either voluntarily or to conform with applicable standards and requirements, that does not, in the opinion of the Director, constitute a substantial change requiring reinitialization of the review process and period.

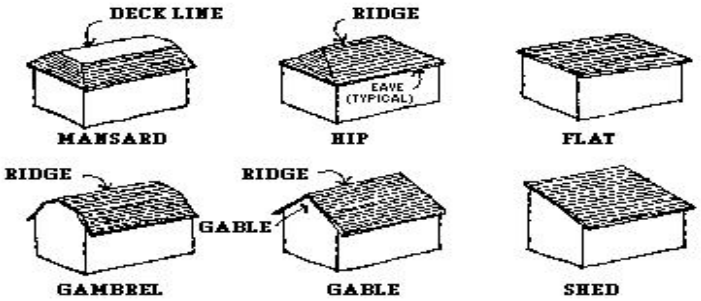
Revision of Application, Substantial. A change or correction by an applicant of a proposed project, either initiated voluntarily by the applicant or to conform with applicable standards and requirements, that in the opinion of the Director requires a new review process and period. For example, a change in a proposal which, as a result of changes in the proposed land use, substantially greater floor area or number of residential units, or substantial relocation of uses or structures, or the like, probably would result in significantly different impacts to the environment, upon public services or facilities, or to neighboring properties or land uses.

Revolving Sign. See Sign, Animated.

Rezone. A change in the land use classification of a specific area to another use classification.

Right-of-Way - Improved. All of the right-of-way where any portion of it is used for motor vehicle travel.

Rights-of-Way. The right of one to use or pass over the property of another.



ROOF TYPES

FIGURE 2-6

Roof. The outside top covering of a building.

Roof-mounted solar energy system. A solar photovoltaic system mounted on a rack that is ballasted on, or is attached to, the roof of a building or structure. Roof-mounted systems are accessory to the primary use.

Rooming House. See Lodging House.

ROW. Rights-of-ways of public easements, roadways, streets, or other so defined public access locations.

Rummage Sale. An occasional or periodic market held in an open area or structure which is sponsored by schools, places of worship or other nonprofit organizations.

Run With The Land. A covenant, benefit or restriction of the use of land binding on present and future owners of the property.

Section 10. Amendment of OMC 18.04.040, Table 4.01. Olympia Municipal Code Section 18.04.040, Table 4.01 is hereby amended to read as follows:

TABLE 4.01
Permitted and Conditional Uses

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
District-Wide Regulations							18.04.060 (N,Q)	18.04.060 (N,Q)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N,BB)		18.04.060 (N)	18.04
RESIDENTIAL/HOUSING (Conventional Housing Types) Includes single-family, accessory dwelling units, middle housing, large multifamily, permanent supportive housing, and transitional housing															
Conventional Dwelling Types as defined in OMC 18.02.180 unless listed separately below.	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Table 4.04. 18.04.060; 18.04.080. See 18.04.080 (A) for provisions allowing up to 6 units per lot in some cases.
Large Multifamily dwelling (~~7~~seven units or more)							P	P	P	P	P	P	P	P	
Manufactured or Mobile Home Parks								C	C	C			P		18.04.060(P)
RESIDENTIAL/HOUSING (Transient Housing Types) Note: Hotels and Motels are allowed in Commercial Zones, see OMC 18.06 for details.															
Bed and Breakfast (as a Home Occupation)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L)
Short Term Rentals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
															18.04.060(JJ)
Dorms / Collegiate Greek System Residences	P			P				P	P	P					
RESIDENTIAL/HOUSING (Assisted Living Dwellings)															
Adult Family Home/ Elder Care Home	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Group Homes with 6 or Fewer (or up to 8 with DSHS approval) Clients and Confidential Shelters	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(K)
Group Homes with 7 or More Clients	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(K)
Nursing/ Convalescent Homes	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(S)
COMMERCIAL															
Child Day Care Centers	P	~~C~~P	~~C~~P	~~C~~P	~~C~~P	~~C~~P	~~C~~P	P	P	P	P	P	~~C~~P	P	18.04.060(D) 18.04.060(AA)
Commercial Printing												P			
Drive-In and Drive-Through Businesses -- Existing												P			18.04.060(J)
Food Stores											P	P		P	18.04.060(AA)
Hardware Stores												P			
Home Occupations (including Adult Day Care, Elder Care	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Homes, Family Child Care Homes, Short-Term Rentals – Homestays, and Bed & Breakfast Houses)															
Hospice Care	C			C			C	C	C	C	C	C		C	18.04.060(M)
Laundries											P	P		P	18.04.060(AA)
Nursery (Retail and/or Wholesale Sales)	C	C	C	C	C	C	C	C	C	C			C		18.04.060(G)
Offices												P		P	18.04.060(AA)(2)
Personal Services												P			
Pharmacies												P			
Restaurants, without Drive-In and Drive-Through												P			
Servicing of Personal Apparel and Equipment												P			
Specialty Stores												P			
Veterinary Clinics - Existing	P	P		P	P	P							P		18.04.060(J)
Veterinary Clinics	P														
ACCESSORY USES															
Accessory Structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(B)
Electric Vehicle Infrastructure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(GG)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Garage/Yard/Rummage or Other Outdoor Sales	P	P		P	P	P	P	P	P	P	P	P	P	P	5.24
Large Garages			C		C	C	C	C	C	C	C	C	C	C	18.04.060(B)
Residence Rented for Social Event, 7 times or more in 1 year	C	C		C	C	C	C	C	C	C	C		C	C	
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
RECREATIONAL USES															
Community Parks & Playgrounds	C	C	C	C	C	C	C	C	C	C	P	P	C	P	18.04.060(T)
Country Clubs	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Golf Courses		C	C		C	C	C	C	C	C			C		
Neighborhood Parks	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Open Space - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Racing & Performing Pigeons		C	C	C	C	C				C	C		C	C	18.04.060(Y)
Stables, Commercial and Private Existing		C		C	C										18.04.060(J)
Trails - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
AGRICULTURAL USES															
Agricultural Uses	P	P	P	P	P	P	P	P	P				P		
Greenhouses, Bulb Farms	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(G)

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
TEMPORARY USES															
Emergency Housing	P	P	P	P	P	P	P	P	P	P			P		18.04.060(DD)
Emergency Housing Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.50
Model Homes	P	P	P	P	P	P	P	P	P	P	P		P	P	18.04.060(DD)
Residence Rented for Social Event, 6 times or fewer in 1 year	P	P	P	P	P	P	P	P	P	P	P		P	P	18.04.060(DD)
OTHER															
Animals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(C)
Cemeteries		C	C		C	C	C	C	C	C			C		18.04.060(E)
Community Clubhouses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Crisis Intervention	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(I)
Historic House Museum		C	C	C	C	C	C	C	C	C	C	C	C	C	
Parking Lots and Structures				C							P	P			18.38.220 and .240
Places of Worship	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(U)
Public Facilities	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(V)
Public Facilities - Essential	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(W)
Radio, Television and Other Communication Towers	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.44.100

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Schools	C			C	C	C	C	C	C	C	C		C	C	18.04.060(CC)
Social Organizations											P	P		C	
Mineral Extraction - Existing					C		C								18.04.060(J)
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communication Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44 & 18.44.090 Table 44.01
Workshops for Disabled People	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(R)

LEGEND			
P = Permitted Use	C = Conditional Use		
R1/5 = Residential-1 Unit Per 5 Acres	R-4 = Residential - 4	R-4CB = Residential - 4 Units per Acre	RLI = Residential Low Impact
R 4-8 = Residential 4-8	R 6-12 = Residential 6-12	MR 7-13 = Mixed Residential 7-13	MR 10-18 = Mixed Residential 10-18
RM 18 = Residential Multifamily - 18	RM 24 = Residential Multifamily - 24	RMH =Residential Multifamily High Rise	RMU = Residential Mixed Use
MHP = Manufactured Housing Park	UR = Urban Residential		

Section 11. Amendment of OMC 18.04.060(D). Olympia Municipal Code Subsection 18.04.060(D) is hereby amended to read as follows:

D. CHILD DAY CARE CENTERS.

1. Permitted Use. Child day care centers are permitted in the districts specified in Tables 4.01 and 5.01 subject to the following conditions:

   a. Child day care centers located in residences must be separate from the usual living quarters of the family, or located in the portion of the residence used exclusively for children and their caregivers during the hours the center is in operation.

   b. Compliance with state licensing requirements.

   c. Prior to initiating child care services, each child care provider must file a Child Care Registration Form with the Department (forms are provided by the Department). The child care provider must demonstrate compliance with the applicable requirements of the code as listed on the Registration Form. No fee will be required for registration.

2. Accessory Use. A child day care center must be considered an accessory use if it is sited on the premises of a community service use, such as a private or public school, grange, place of worship, community center, library, or similar adult gathering place and it is associated with that activity. Child care facilities for the exclusive use of employees of a business or public facility are allowed as an accessory use of the business or facility. Prior to initiating operation of a child day care center, the operator must register with the City as specified in Subsection 1.

3. ~~Conditional Use. Child day care centers are allowed as a conditional use in the R 4, R 4-8, R 6-12 and MR 7-13 districts, subject to the requirements contained in Subsection A, and the following standard:~~

——For child day care facilities within a residence: No structural or decorative alteration is permitted which would alter the residential character of an existing residential structure used as a child day care center.

Section 12. Amendment of OMC 18.04.060(M). Olympia Municipal Code Subsection 18.04.060(M) is hereby amended to read as follows:

M. Hospice Care Center

~~1. Size. No more than five (5) patients may be cared for in hospice care centers located in a Mixed Residential 7-13 or Mixed Residential 10-18 district.~~

~~2.~~ The applicant ~~shall~~must submit proof of compliance with applicable state requirements (e.g., a license) as a condition of approval.

Section 13. Amendment of OMC 18.04.060(AA). Olympia Municipal Code Subsection 18.04.060(AA) is hereby amended to read as follows:

AA. RMH and UR DISTRICTS COMMERCIAL USE REQUIREMENTS.

1. With the exception of Child Care Centers, cCommercial uses in the RMH District (see Table 4.01) ~~shall~~ are only ~~be~~ allowed in mixed use buildings and shall not exceed ~~five thousand (~~5,000~~)~~ square feet in size.

2. With the exception of Child Care Centers, cCommercial uses in the UR District (See Table 4.01) ~~shall~~ are only ~~be~~ allowed in mixed use buildings and ~~shall~~ may not exceed ~~ten~~ 10 percent ~~(10%)~~ of gross floor area or ~~five thousand (~~5,000~~)~~ square feet in size, whichever is smaller.

3. In the UR District, on half block areas facing Union Street, office/commercial, or other allowed uses equivalent to one story may be built when part of a housing project.

Section 14. Addition of OMC 18.04.060(KK). Olympia Municipal Code Subsection 18.04.060(KK) is hereby added to read as follows:

Section 18.04.060.KK – New Housing in Existing Buildings

New housing units are permitted in existing buildings, subject to the following (see RCW 35A.21.440):

1. There is no restriction on housing unit density that prevents the addition of housing units at a density up to 50 percent more than what is allowed in the underlying zone if constructed entirely within an existing building envelope in a building located within a zone that permits multifamily housing, provided that generally applicable health and safety standards, including building code standards and fire and life safety standards, can be met within the building; and

2. There are no new parking requirements on the addition of dwelling units or living units added within an existing building, however, the City may require the retention of existing parking that is required to satisfy existing local residential parking requirements and for any nonresidential uses that remain after the new units are added; and

3. With the exception of emergency housing and transitional housing uses, the City will not impose permitting requirements on the use of an existing building for residential purposes beyond those requirements generally applicable to all residential development within the building's zone;

4. The City will not impose design standard requirements, including setbacks, lot coverage, and floor area ratio requirements, on the use of an existing building for residential purposes beyond those requirements generally applicable to all residential development within the building's zone, except as provided in RCW 36.70A.810 and 36.70A.812;

5. The City will not impose exterior design or architectural requirements on the residential use of an existing building beyond those necessary for health and safety of the use of the interior of the building or to preserve character-defining streetscapes, unless the building is a designated landmark or is within a historic district; and

6. The City will not prohibit the addition of housing units in any specific part of a building except ground floor commercial or retail that is along a pedestrian street as defined in Title 18 OMC, unless the addition of the units would violate applicable building codes or health and safety standards;

7. The City will not require unchanged portions of an existing building that have been used for residential or previously permit-approved conditioned space purposes to meet the current energy code solely because of the addition of new dwelling units within the building. When any other

existing building is converted to new dwelling units, changed portions of each of those new units must meet the requirements of the current energy code, except if:

(a) The square footage of new dwelling units does not exceed 2,500 square feet or 50 percent of the total building square footage, whichever is greater;

(b) The building owner submits documentation, in a form acceptable to the Director, showing the building's residential units' projected energy use intensity is less than or equal to the energy use intensity target in accordance with the clean buildings performance standard in RCW 19.27A.210; or

(c) In all areas zoned for residential housing, an additional housing unit is created within an existing home;

8. The City will not deny a building permit application for the addition of housing units within an existing building due to nonconformity regarding parking, height, setbacks, elevator size for gurney transport, or modulation, unless the Director makes written findings that the nonconformity is causing a significant detriment to the surrounding area; or

9. The City will not require a transportation concurrency study under RCW 36.70A.070 or an environmental study under chapter 43.21C RCW based on the addition of residential units within an existing building.

Section 15. Amendment of OMC 18.04.080(K). Olympia Municipal Code Subsection 18.04.080(K) is hereby amended to read as follows:

K. Surface Coverage Limits:

1. Increased Impervious Coverage: Projects may be eligible for up to a 20~~%~~ percent increase in impervious (above what is listed in table 4.04) surface coverage provided that the following are met:

a. Eligibility: The increase must be for one, or more, of the following:

i. A non-residential use such as a school, park, place of worship, etc. that is permitted within the residential zone.

ii. Developments that include middle housing units (including ADU's and Townhomes) which exceeds minimum density on the underlying lot.

iii. Land divisions that achieve the maximum allowed density within the zone in which they are located.

iv. Ineligible projects include:

1. A stand-alone single family unit on a lot.

2. Projects in the Residential Low Impact Zone.

b. An engineered drainage design must be submitted that includes the following:

i. The area in exceedance of Table 4.04 must meet the Drainage Design and Erosion Control Manual (DDECM) core requirement #5 (or as amended) for onsite

stormwater treatment, and core requirement #7 for flow control, regardless of minimum area thresholds. Plans must address the following:

1. Projects that would otherwise be exempt from DDCEM requirements for flow control must demonstrate compliance, regardless of the exemption, in order to obtain the bonus.

2. Flood control systems to be included might include pervious pavement, pervious geogrid, bioretention, infiltration, green roofs, or micro-detention systems. If compliance cannot be provided, the bonus will be denied.

3. Permeable pavement and geogrid on Type D soils are ineligible.

ii. Maintenance agreements will be required prior to permit issuance for said, flood control system.

2. Hard Surface Coverage Bonus: The coverage identified in table 4.04 indicates the allowed maximum increase in hard surfaces. To gain approval for these increases all of the following must be met:

a. All criteria outlined in OMC 18.04.080.k.1.b are applicable.

b. ~~In addition to the ineligible projects in K.1.a.IV, p~~Projects on type D soils are ~~also~~ ineligible.

c. The total hard surface coverage cannot exceed the site area minus the minimum open space requirement.

3. Existing Surfaces: An existing lot, which was legally built under regulations applicable at the time of its building, but which exceeds current impervious or hard surface coverage limits, may be replaced within the existing lot footprint, but cannot be expanded in a way that would increase the nonconformity. Replacement of such surfaces must comply with the Drainage Design and Erosion Control Manual, including, providing stormwater control measures.

4. Calculation Exclusions: The following are excluded from the impervious and hard surface coverage limit calculations. Note: these exclusions do not apply to calculations or requirements related to the Drainage Design and Erosion Control Manual.

a) Ingress/egress easements serving a neighboring property;

b) Areas excluded from the minimum lot area calculations (OMC 18.04.080(c)(4)), such as the panhandle of a flag lot;

c) Portions of the driveway that extend beyond the required setback area when the additional length is caused by compliance with municipal code requirements, such as critical area and buffer protections.

d) Areas partially or wholly covered by water (seasonally or year-round) are excluded from the total site area before calculating the coverage percentage. This does not include human-made stormwater retention ponds.

Section 16. Amendment of OMC 18.06.040, Table 6.01. Olympia Municipal Code Section 18.06.040, Table 6.01 is hereby amended to read as follows:

TABLE 6.01 PERMITTED AND CONDITIONAL USES														
COMMERCIAL DISTRICT	**NR**	**PO/RM**	**GC**	**MS**	**UW**	**UW-H**	**DB**	**AS**	**CSH**	**HDC-1**	**HDC-2**	**HDC-3**	**HDC-4**	**APPLICABLE REGULATIONS**
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
1. EATING & DRINKING ESTABLISHMENTS														
Drinking Establishments			P		P	P	P		C 18.06.060(P)		P	P	P	
Drinking Establishments - Existing		P 18.06.060(GG)				P								
Restaurants, with drive-in or drive-through			P										P	
Restaurants, with drive-in or drive-through, existing			P				P 18.06.060(U)					C	P	
Restaurants, without drive-in or drive-through	P 18.06.060 (U)(3)	C	P	P 18.06.060 (U)(2)	P	P	P 18.06.060 (U)(1)	P	P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
2. INDUSTRIAL USES														
Industry, Heavy														

Industry, Light			C		P/C 18.06. 060(N)									
On-Site Treatment & Storage Facilities for Hazardous Waste					P 18.06. 060(Q)									
Piers, Wharves, Landings					P									
Printing, Industrial			C		P/C 18.06. 060(N)									
Publishing		C	C		P		P		C	C				
Warehousing			P		P/C 18.06. 060(AA)		P							
Welding & Fabrication			C		P/C 18.06. 060(N)		P							
Wholesale Sales		C 18.06. 060 (BB)(3)	P		P/C	18.06. 060(BB)		P		P	18.06. 060 (BB)(2)			
Wholesale Products Incidental to Retail Business			P		P	P						P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
3. OFFICE USES (See also SERVICES, HEALTH)														
Banks		P	P		P/C	P	P/C	P	P	P	P	P	P	

					18.06.060 (D)(2)	18.06.060 (D)(2)	18.06.060 (D)(2)					18.06.060 (D)(1)		
Business Offices		P	P		P	P	P	P	P	P	P	P	P	
Government Offices		P	P		P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
4. RECREATION AND CULTURE														
Art Galleries	P	P	P		P	P	P		P	P	P	P	P	
Auditoriums and Places of Assembly			P		P	P	P					P	P	
Boat Clubs					P	P								
Boating Storage Facilities					P			P						
Commercial Recreation		C	P		P	P	P	P		C	C	P	P	
Health Fitness Centers and Dance Studios	P	P 18.06.060(L)	P	P	P	P	P	P	P	P 18.06.060(L)	P 18.06.060(L)	P	P	
Libraries	C	C	C	C	P	P	P		P	C	P	P	P	18.04.060(V)
Marinas/Boat Launching Facilities					P 18.06.060(CC)	P								
Museums		C	P		P	P	P		P	C	C	P	P	18.04.060(V)
Parks, Neighborhood	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)

Parks & Playgrounds, Other	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)
Theaters (Drive-in)			C											
Theaters (No drive-ins)			P		P	P	P				C	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
5. RESIDENTIAL														
Apartments		P	P	P 18.06.060(T)	P	P	P		P	P	P	P	P	
Apartments above ground floor in mixed use development	P	P	P	P 18.06.060(T)	P	P	P		P	P	P	P	P	
Boarding Houses		P	P	P 18.06.060(T)	P	P	P		P	P	P	P	P	
Cooperative - Housing		P	P			P	P			P	P		P	
Duplexes	P	P	P	P 18.06.060(T)			P		P	P	P		P	
Fraternities, Dormitories		C	P	P 18.06.060(T)	P	P	P		P	C	P	P	P	
Group Homes (~~6~~ six or ~~less~~fewer)	P	P	P 18.06.060(K)	P 18.06.060(T)	P	P	P 18.06.060(K)		P	P	P	P 18.06.060(K)	P 18.06.060(K)	18.04.060(K)

Group Homes (~~7~~ seven or more)	C	C	C 18.06. 060(K)	C 18.06. 060(T)	C	C	C 18.06. 060(K)		C	C	C	C 18.06. 060(K)	P 18.06. 060(K)	18.04.060(K)
Mobile or Manufactured Homes Park - Existing		C	C	C 18.06. 060(T)						C			C	18.04.060(P)
Quarters for Night Watch person/ Caretaker					P	P								
Retirement Homes		P	P	P 18.06. 060(T)	P	P	P		P	P	P	P	P	
Single-Family Residences	P	P	P	P 18.06. 060(T)			P		P	P	P	P	P	
~~Single Room Occupancy Units~~Co-Living Housing		P	~~C~~P	P	P	P	P		P	P	P	P	~~C~~P	18.04.080(HH)
Townhouses	P	P	P	P 18.06. 060(T)		P	P		P	P	P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
6. RETAIL SALES														
Apparel and Accessory Stores			P		P	P	P					P	P	
Boat Sales and Rentals			P		P	P	P	P					P	

Building Materials, Garden and Farm Supplies	P		P		P	P	P					P	P	
Commercial Greenhouses, Nurseries, Bulb Farms	C	C 18.04. 060 (G)	C	C					C		P	P		18.04.060(G)
Food Stores	P	P 18.06. 060(H)	P		P	P	P		P	P 18.08. 060(H)	P	P	P	
Furniture, Home Furnishings, and Appliances			P		P	P	P				P	P	P	
Gasoline Dispensing Facilities accessory to a permitted use	P 18.06. 060 (W)(4)		P		P 18.06. 060(W)		P 18.06. 060 (W)(2)	P				P 18.06. 060(W)	P 18.06. 060 (W)	
Gasoline Dispensing Facility accessory to a permitted use - Existing	P 18.06. 060(W)		P		P 18.06. 060(W)		P 18.06. 060(W)				P	P 18.06.0 60(W)	P	
General Merchandise Stores	P	P 18.06. 060(J)	P		P	P	P			P 18.06. 060(J)	P	P	P	
Mobile, Manufactured, and Modular Housing Sales			P											
Motor Vehicle Sales			P				P	P					P	

Motor Vehicle Supply Stores			P		P	P	P	P			P	P	P	
Office Supplies and Equipment		P 18.06. 060(DD)	P		P	P	P		P	P 18.06. 060(DD)	P	P	P	18.06.060(CC)
Pharmacies and Medical Supply Stores	P	P 18.06. 060 (EE)	P	P	P	P	P		P	P 18.06. 060(EE)	P	P	P	18.06.060(DD)
Specialty Stores	P 18.06 .060 (Y)(3)	P 18.06 .060 (Y)(4)	P	C 18.06. 060 (Y)(2)	P	P	P			P 18.06. 060 (Y)(4)	P	P 18.06. 060 (Y)(1)	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
7. SERVICES, HEALTH														
Hospitals				P			P		P					
Nursing, Congregate Care, and Convalescence Homes	C	C	C	P			C		C	C	C	P	P	18.04.060(S)
Offices, Medical		P	P	P	P	P	P	P	P	P	P	P	P	
Veterinary Offices/Clinics			P								P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
8. SERVICES, LODGING														
Bed & Breakfast Houses (1 guest room)	P	P 18.06. 060(E)	P 18.06. 060(E)	P 18.06. 060(E)	P	P	P			P	P	P	P	18.04.060(L)(3)(c)

Bed & Breakfast Houses (2 to 5 guest rooms)	C	P 18.06. 060(E)	P 18.06. 060(E)	P 18.06. 060(E)	P	P	P		C	P	P	P	P	18.04.060(L)(3)(c)
Hotels/Motels			P	C	P		P		P				P	
Lodging Houses		P	P	P	P		P		P	P	P	P	P	
Recreational Vehicle Parks			P										P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
9. SERVICES, PERSONAL														
Adult Day Care Home	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)(3)(b)
Child Day Care Centers	~~C~~P	P	P	P	P	P	P	P	P	P	C	P	P	18.04.060(D)
Crisis Intervention	C	P	C	P			P		C	P	C	C	C	18.04.060(I)
Family Child Care Homes	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Funeral Parlors and Mortuaries		C	P				P			C		P	P	
Laundries and Laundry Pick-up Agencies	p	p	P	P	P	P	P			P	P	P 18.06. 060(O)	P	
Personal Services	P	P	P	P	P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
10. SERVICES, MISCELLANEOUS														

Auto Rental Agencies			P		P	P	P	P			C	P	P	
Equipment Rental Services, Commercial			P		P		P				P	P	P	
Equipment Rental Services,														
Commercial - Existing		P 18.06. 060 (FF)												
Ministorage			P				P							
Printing, Commercial	P	P	P		P	P	P		P	P	P	P	P	
Public Facilities (see also Public Facilities, Essential on next page)	C	C	C	C	P	C	P	P	P	C	C	C	C	18.04.060(V)
Radio/T.V. Studios		P	P		P	P	P		P	P	P	P	P	
Recycling Facilities	p	P	P	P	P		P		P	P	P	P	P	18.06.060(V)
School - Colleges and Business, Vocational or Trade Schools		C	P		P	P	P		P	C	C	C	P	18.06.060(X)
Service and Repair Shops			P				P	P				P	P	
Service Stations/Car Washes			P				P 18.06. 060(W)	P				P 18.06. 060(W)	P 18.06. 060 (W)	

Service Stations/Car Washes - Existing			P		P 18.06. 060(W)		P 18.06. 060(W)				P	P 18.06. 060(W)	P 18.06. 060 (W)	
Servicing of Personal Apparel and Equipment	P	P	P		P	P	P			P	P	P	P	
Truck, Trailer, and Recreational Vehicle Rentals			P					P						
Workshops for Disabled People	C	C	C	C	P	C	P		C	C	C	C	C	18.04.060(R)
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
11. PUBLIC FACILITIES, ESSENTIAL														
Airports			C										C	18.06.060(G)
Inpatient Facilities		C	C	C 18.06. 060(T)	C		C		C	C	C	P	P	18.06.060(G) 18.04.060(K)
Jails			C		C		C		C				C	18.06.060(G)
Mental Health Facilities			C	C 18.06. 060(T)	C		C						C	18.06.060(G) 18.04.060(K)
Other Correctional Facilities		C	C	C 18.06. 060(T)	C	C	C		C	C	C	C	C	18.06.060(G)
Other facilities as designated by the Washington State Office of Financial Management,		C	C		C		C			C	C	C	C	18.06.060(G)

except prisons and solid waste handling facilities														
Radio/TV and Other Communication Towers and Antennas	C	C	C	C	C	C	C	C	C	C	C	C	C	18.06.060(G) 18.44.100
Sewage Treatment Facilities	C	C	C	C	P		P		C	C	C	C	C	18.06.060(G) 18.04.060(X)
State Education Facilities		C	C		C		C		C	C	C	C	C	18.06.060(G) 18.06.060(X)
State or Regional Transportation Facilities	C	C	C	C	C	C	C		C	C	C	C	C	18.06.060(G)
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
12. TEMPORARY USES														
Entertainment Events			P		P	P	P						P	
Off Site Contractor Offices	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(DD)
Emergency Housing	P	P	p	P	P			P	P	P	P	P	P	18.04.060(DD)
Fireworks, as determined by Fire Dept.			P		P	P	P				P	P	P	9.48.160

Mobile Sidewalk Vendors		P	P	P	P	P	P			P	P	P	P	
Parking Lot Sales			P		P	P	P	P			P	P	P	
Residences Rented for Social Event (~~6~~ six or ~~less~~ fewer in ~~1~~ one year)	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(DD)
Residences Rented for Social Event (~~7~~ seven or more in ~~1~~ one year)	C	C	C	C	C	C	C		C	C	C	C	C	
Temporary Surface Parking Lot		P	P		P	P	P		P					
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060 (HH)	18.06. 060 (F)(2)							
13. OTHER USES														
Accessory Structures/Uses														
Adult Oriented Businesses			P										P	18.06.060(B)
Agriculture	P	P	P	P					P	P	P	P	P	
Animals	P	P	P	P	P	P	P		P	P	P	P	P	18.06.060(C)
Cemeteries	C	C	C	C					C	C	C		C	
Conference Center			P		P	P	P						P	
Fraternal Organizations		P	P		P	P	P		P/C 18.06.	P	P	P	P	

									060(I)					
Gambling Establishments			C											
Garage/Yard/ Rummage and Other Outdoor Sales	P	P	P	P	P	P	P		P	P	P	P	P	5.24
Home Occupations	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Parking Facility, Commercial		P	P		P	P	P 18.06. 060(S)			P	P	P 18.06. 060(S)	P	18.04.060(V)
Places of Worship	C	C	P	C	P	P	P		C	C	C	P	P	18.04.060(U)
Racing Pigeons	C	C	C	C					C	C	C	C	C	18.04.060(Y)
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
Schools	C	C	P	C	C	C	C		C	C	C	P	P	18.04.060(DD)
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communications Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44

LEGEND			
P = Permitted Use	PO/RM = Professional Office/Residential Multifamily	GC = General Commercial	HDC-1=High Density Corridor-1
MS = Medical Services		UW = Urban Waterfront	HDC-2=High Density Corridor-2
DB = Downtown Business	AS=Auto Services	UW-H = Urban Waterfront-Housing	HDC-3=High Density Corridor-3
C = Conditional Use	NR = Neighborhood Retail	CSH = Commercial Services-High Density	HDC-4=High Density Corridor-4

Section 17. Amendment of OMC 18.06.060(Z). Olympia Municipal Code Subsection 18.06.060(Z) is hereby amended to read as follows:

Z. Temporary Uses.

1. Certain uses, when active for a limited period of time and when properly regulated, can be compatible, or otherwise limited in impact to neighboring properties and the general community. In accord with this intent, no temporary use ~~will be~~is allowed unless a temporary use permit is approved by the City as prescribed by this section. Each separately proposed activity or use ~~shall~~ requires a separate permit and payment of the fee required by OMC 4.40.010(A).

2. General Standards. Temporary uses are subject to the following regulations:

   a. Temporary uses not listed in the use table of this chapter may be authorized by the applicable approval authority, provided such temporary uses are similar to and no more intensive than other temporary uses permitted in the district in which the subject property is located.

   b. The applicable approval authority may apply additional conditions to any temporary use permit in order to:

      i. Ensure compliance with this chapter;

      ii. Ensure that such use is not detrimental to neighboring properties and the community as a whole; and

      iii. Ensure compliance with the Building Code.

   c. Within three ~~(3)~~ days after termination of the temporary use permit, such use must~~shall~~ be abated and all structures, signs, and evidence of such use removed. The Director may require a financial surety be posted by the applicant upon application to defray the costs of cleanup and repair of the property should the permittee fail to do so. The property owner is responsible for such abatement action and costs should the permittee fail to properly clean and repair the property.

   d. Temporary use permits not exercised within ~~thirty (~~30~~)~~ days of issuance ~~shall~~will ~~be~~are null and void.

   e. Unless otherwise stated in this section temporary use permits are valid from the date of issuance for ~~ninety (~~90~~)~~ consecutive days per calendar year.

   f. Unless otherwise stated in this section no more than two ~~(2)~~ temporary use permits will be issued for any specific site per calendar year.

   g. Nothing in this section ~~shall~~ exempts the applicant from obtaining all necessary applicable permits from all other agencies having jurisdiction.

   h. Hours of operation, including the use of generators and lot lighting, excluding security lighting, ~~shall be~~ are limited to 7:00 a.m. to 10:00 p.m. unless otherwise specified in writing by the Planning Director or the Director's designee. Security lighting ~~shall~~ must be shielded to prevent light spillage onto adjacent properties.

3. Specific Temporary Use Standards. The following temporary uses are permitted in commercial districts and the Evergreen Park PUD, subject to the following regulations:

   a. Entertainment Events ~~to include~~ including: circuses, carnivals, and similar transient amusement enterprises, limited to operation of not more than twice each year, and not more than ~~ten (~~10~~)~~ consecutive days per event per site in any one ~~(1)~~ calendar year.

   b. Off-site contractor's Offices (including trailers and mobile homes) and storage yards associated with an active construction project, not to exceed one ~~(1)~~ year in duration.

   c. Mobile Vendors.

      i. Temporary use permits for mobile vendors are valid for one ~~(1)~~ year from the date of issuance.

      ii. Approval from the property owner, or underlying property owner if located in a right-of-way, is required.

      iii. Mobile vendors located within the sidewalk right-of-way must comply with the following rules:

         (a). Only one mobile sidewalk vendor ~~shall be~~is permitted per block face.

         (b). Public sidewalks used by mobile vendors must~~shall~~ have a minimum width of eight ~~(8)~~ feet.

         (c). In no instance ~~shall~~ may the clear walking area around a sidewalk vendor be less than ~~forty-eight (~~48~~)~~ inches. The clear walking area around a sidewalk vendor must be at least six ~~(6)~~ feet if within the downtown "Pedestrian Walking Lane" area delineated in OMC 9.16.180(B), Figure 1.

         (d). The maximum length of space occupied by a mobile sidewalk vendor and equipment is eight ~~(8)~~ feet.

         (e). Mobile sidewalk vendor stands must be readily movable at all times.

         (f). Mobile sidewalk vendors ~~shall~~ must locate their stands at the back of the sidewalk away from curb.

         (g). All locations ~~shall~~ must be approved on a first-come, first-serve basis.

         (h). Mobile sidewalk vendors ~~shall~~ must sign a Hold Harmless Agreement with the City of Olympia.

   d. Parking lot and other outdoor sales of merchandise and/or services unrelated to the primary use of the property must comply with the following:

      i. Merchandise displays may only occupy parking stalls which are in excess of city parking requirements.

      ii. There ~~shall must be no~~may not be any obstruction of emergency exits, Fire Lanes, or other Emergency apparatus.

iii. Sales areas mustshall be maintained in an attractive and trash-free manner.

iv. Sales areas mustshall not substantially alter the existing circulation pattern of the site.

e. Temporary, commercial wireless communications facilities, for the purposes of providing coverage of a special event such as news coverage or sporting event. Such facilities must comply with all federal and state requirements. Temporary wireless communications facilities may be exempt from the provisions of Chapter 18.44 up to one week after the duration of the special event.

f. Temporary surface parking lots are only permitted on previously approved and developed portions of property, ~~are allowed~~ subject to approval by the Director, and are limited to a one time permit valid for two years. A one year extension may be granted by the Director if a complete Land Use Application has been submitted for review. All applications must provide a complete Site Plan and comply with the following:

i. A twenty by twenty (20'x20') foot paved surface at all approved points of ingress/egress.

ii. A dust-free surface.

iii. An erosion control and stormwater containment plan.

iv. Clear designation of parking spaces and drive aisles consistent with OMC 18.38.220 with striping and/or parking blocks. To prevent obstruction of public rights-of-way wheel blocks must be provided at the perimeter of the site.

v. No new or additional points of access.

vi. Provision for an enforceable compliance and closure agreement.

vii. May not be established on Pedestrian "A" streets per OMC 18.16.080(H).

4. Violations. At any time a temporary use is operated in violation of required conditions of this section or of the permit (Subsection 18.06.060(Z)(2)(b)) or otherwise found to constitute a nuisance, the City may take appropriate enforcement action including the process set forth at OMC 18.73.010.

Section 18. Addition of OMC 18.06.060(JJ). Olympia Municipal Code Subsection 18.06.060(JJ) is hereby added to read as follows:

Section 18.06.060.JJ – New Housing in Existing Buildings

New housing units are permitted in existing buildings, subject to the following (see RCW 35A.21.440):

1. There is no restriction on housing unit density that prevents the addition of housing units at a density up to 50 percent more than what is allowed in the underlying zone if constructed entirely within an existing building envelope in a building located within a zone that permits multifamily housing, provided that generally applicable health and safety standards, including building code standards and fire and life safety standards, can be met within the building; and

2. There are no new parking requirements on the addition of dwelling units or living units added within an existing building, however, the City may require the retention of existing parking that is required to satisfy existing local residential parking requirements and for any nonresidential uses that remain after the new units are added; and

3. With the exception of emergency housing and transitional housing uses, the City will not impose permitting requirements on the use of an existing building for residential purposes beyond those requirements generally applicable to all residential development within the building's zone;

4. The City will not impose design standard requirements, including setbacks, lot coverage, and floor area ratio requirements, on the use of an existing building for residential purposes beyond those requirements generally applicable to all residential development within the building's zone, except as provided in RCW 36.70A.810 and 36.70A.812;

5. The City will not impose exterior design or architectural requirements on the residential use of an existing building beyond those necessary for health and safety of the use of the interior of the building or to preserve character-defining streetscapes, unless the building is a designated landmark or is within a historic district; and

6. The City will not prohibit the addition of housing units in any specific part of a building except ground floor commercial or retail that is along a pedestrian street as defined in Title 18 OMC, unless the addition of the units would violate applicable building codes or health and safety standards;

7. The City will not require unchanged portions of an existing building that have been used for residential or previously permit-approved conditioned space purposes to meet the current energy code solely because of the addition of new dwelling units within the building. When any other existing building is converted to new dwelling units, changed portions of each of those new units must meet the requirements of the current energy code, except if:

   (a) The square footage of new dwelling units does not exceed 2,500 square feet or 50 percent of the total building square footage, whichever is greater;

   (b) The building owner submits documentation, in a form acceptable to the Director, showing the building's residential units' projected energy use intensity is less than or equal to the energy use intensity target in accordance with the clean buildings performance standard in RCW 19.27A.210; or

   (c) In all areas zoned for residential housing, an additional housing unit is created within an existing home;

8. The City will not deny a building permit application for the addition of housing units within an existing building due to nonconformity regarding parking, height, setbacks, elevator size for gurney transport, or modulation, unless the Director makes written findings that the nonconformity is causing a significant detriment to the surrounding area; or

9. The City will not require a transportation concurrency study under RCW 36.70A.070 or an environmental study under chapter 43.21C RCW based on the addition of residential units within an existing building.

Section 19. Amendment of OMC 18.06.080, Table 6.02. Olympia Municipal Code Section 18.06.080, Table 6.02 is hereby amended to read as follows:

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	**NR**	**PO/RM**	**GC**	**HDC-1**	**HDC-2**	**HDC-3**	**HDC-4 and HDC-4 Capital Mall**	**ADDITIONAL REGULATIONS**
MINIMUM LOT SIZE	7,200 Sq. Ft.	No minimum, except: 1,600 = cottage; 3,000 = zero lot; 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse; 6,000 sq. ft. = duplex; 7,200 sq. ft. = large multifamily; 4,000 = other	No minimum, except: 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse	No minimum, except: 1,600 = cottage; 3,000 = zero lot; 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse; 6,000 sq. ft. = duplex; 7,200 sq. ft. = large multifamily; 4,000 = other	No minimum, except: 1,600 = cottage; 3,000 = zero lot; 1,600 sq. ft. minimum, 2,400 sq. ft average = townhouse; 6,000 sq. ft. = duplex; 7,200 sq. ft. = large multifamily; 4,000 = other	No minimum, except: 1,600 sq. ft. minimum, 2,400 sq. ft. average = townhouse	No minimum, except: 1,600 sq. ft minimum, 2,400 sq. ft. average = townhouse	See also 18.06.100(D) for regulations on existing undersized lots of record.
FRONT YARD SETBACK	See Chapter 18.110, Basic Commercial Design Criteria	10' maximum, if located in a High Density Corridor; 10' minimum otherwise.	~~5' minimum for residential otherwise none.~~None.	~~0~~ 10' maximum. See 18.130	~~0~~ 10' maximum. See 18.130	~~0~~ 10' maximum. See 18.130	~~0~~ 10' maximum. See 18.130	18.06.100(E). 1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with clear sight triangle

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
								requirements, Section 18.40.060(C). 3. Must comply with site design standards, Chapter 18.100.
REAR YARD SETBACK	15' minimum.	10' minimum; Except: 1. Next to an R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories.	10' minimum; Except: 1. Next to single-family use or an R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district (refer to 1 above if adjacent use is single-family) = 10' minimum + 5' for each bldg. floor	10' minimum; Except: 1. Next to an R4, R4-8, or R6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories; 10 ft. where an alley separates HDC-1 from the above residential district. 2. Next to MR7-13, MR 10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg.	10' minimum; Except: 1. Next to an R4, R4-8, or R6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories; 10 ft. where an alley separates HDC-2 from the above residential district. 2. Next to MR7-13, MR 10-18, RM-18, RM-24, or RMH district = 10' minimum + 5' for each bldg.	10' minimum; Except: 1. Next to single-family use or an R4, R4-8, or R6-12 district = 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district (refer to 1 above if adjacent use is single-family) = 10' minimum + 5' for each bldg. floor above 2 stories.	10' minimum; Except: 1. Next to single-family use or an RLI, R4, R4-8, or R6-12 district - 15' minimum + 5' for each bldg. floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district (refer to 1 above if adjacent use is single-family) = 10' minimum + 5' for each bldg. floor	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with site design standards, Chapter 18.100.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
			above 2 stories.	floor above 2 stories.	floor above 2 stories.		above 2 stories.	
SIDE YARD SETBACK	15' minimum.	No minimum on interior, 10' minimum on flanking street; Except: 1. Next to R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5' except 6' on one side of zero lot.	No Minimum; Except: 1. Next to R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR 7-13, MR 10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5' except 6' on one side of zero lot.	No minimum on interior, 10' minimum on flanking street; Except: 1. Next to R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5' except 6' on one side of zero lot.	No minimum on interior, 10' minimum on flanking street; Except: 1. Next to R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures: 5' except 6' on	No Minimum; Except: 1. Next to R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures; 5' except 6' on one side of zero lot.	No Minimum; Except: 1. Next to RLI, R4, R4-8, or R6-12 district = 15' minimum + 5' for each building floor above 2 stories. 2. Next to MR7-13, MR10-18, RM-18, RM-24 or RMH district = 10' minimum + 5' for each bldg. floor above 2 stories. 3. Residential excluding mixed use structures; 5' except 6' on one size of zero lot.	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. Residential side yards can be reduced consistent with 18.04.080(H)(5). 4. Must comply with site design standards, Chapter 18.100.

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
					one side of zero lot.			
MAXIMUM BUILDING HEIGHT	35'	Up to 35', if any portion of the building is within 100' of R 4, R 4-8, or R 6-12 district; Up to 60' otherwise.	Up to 35', if any portion of the building is within 100' of R 4, R 4-8, or R 6-12 district; Up to 60' otherwise; or up to 70', if at least 50% of the required parking is under the building; or up to 75', if at least one story is residential.	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise. Provided that one additional story may be built for	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise. Provided that one additional story may be built for	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise; or up to 70', if at least 50% of the required parking is	The portion of a building within 100' of land zoned for maximum density of less than 14 units per acre is limited to 35'. The portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more is limited to the lesser of 60' or the height allowed in the abutting district. Up to 60' otherwise; or up to 70', if at least 50% of the required parking is	1. Not to exceed height limit set by State Capitol Group Height District, 18.10.060, for properties near the State Capitol Campus. 2. Must comply with site design standards, Chapter 18.100. 3. HDC-1 and HDC-2 additional story must comply with OMC 18.06.100.A.6. 4. In a Downtown Design Sub-District, see 18.120.220 and 18.120.440 for upper story step back requirements. 5. If located within the

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
				residential development only.	residential development only.	under the building; or up to 75', if at least one story is residential. Up to 75' for HDC-3 zoned properties located within the Capital Mall Triangle Subarea.	under the building; or up to 75', if at least one story is residential. ~~Up to 75' for HDC-4 zoned properties where the proposed project provides for the development of replacement dwelling units in a development agreement and the project site is all or part of an area of 40 acres or more that was in contiguous common ownership in 2009.~~ Up to 105' for HDC-4 zoned properties located within	Capital Mall Triangle Subarea see OMC 18.06.100.A.7.

1011

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
							the Capital Mall Triangle Subarea. Up to 130' for HDC-4 zoned properties located within the Capital Mall Triangle Subarea and within the Affordable Housing Height Bonus Overlay (see OMC 18.06.100.A.7.)	
~~MAXIMUM BUILDING COVERAGE~~	~~45%~~	~~70%, except 55% for residential only structures~~	~~70%; or 85% if at least 50% of the required parking is under the building.~~	~~70% for all structures~~	~~70% for all structures~~	~~70% for all structures, 85% if at least 50% of the required parking is under the building.~~	~~70% for all structures. 85% of the site if at least 50% of the required parking is under the building. On redeveloped sites, 85% if at least 50% of new required parking is under the~~	~~For projects in the GC and HDC-4 zones west of Yauger Way, limitations of building size per 18.06.100(C) and 18.130.020 apply.~~

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
							~~building or in a structured parking form. 85% for HDC-4 zoned properties where the proposed project provides for the development of replacement dwelling units in a development agreement and the project site is all or part of an area of 40 acres or more that was in contiguous common ownership in 2009.~~	
MAXIMUM IMPERVIOUS SURFACE COVERAGE	50%	70%	85%	85% ~~for all structures~~	85% ~~for all structures~~	85% ~~for all structures~~	85% ~~for all structures~~	See OMC 18.06.100(D).

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
MAXIMUM HARD SURFACE BONUS (not guaranteed, performance based)	70%	85%	100%	100%	100%	100%	100%	Hard surfaces are treated as impervious unless shown workable through an approved design. See OMC 18.06.100(D) for criteria.~~Hard Surfaces are treated as impervious, unless shown workable through an approved design (complies with DDECM), which requires adequate underlying soils.~~
ADDITIONAL DISTRICT-WIDE DEVELOP MENT STANDARDS	Maximum building size (gross sq. ft.): 3,000 for single use; 6,000 for mixed use.	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)).	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)).	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)).	Building Floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)).	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(B)).	For properties in the vicinity of Kaiser Road and Harrison Ave NE, also see Pedestrian Streets Overlay District, Chapter 18.16. For retail uses over 25,000

1014

TABLE 6.02
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS

STANDARD	NR	PO/RM	GC	HDC-1	HDC-2	HDC-3	HDC-4 and HDC-4 Capital Mall	ADDITIONAL REGULATIONS
		and Figure 6-3). In a Downtown Design Sub-District, see Chapter 18.120 for upper story stepbacks.	In a Downtown Design Sub-District, see Chapter 18.120 for upper story stepbacks.				If located within the HDC-4 zone district and within the Capital Mall Triangle Subarea: Building floors above 6 stories which abut a street or residential district must be stepped back a minimum of 8 feet. A step back is not required below 6 stories. Mass timber/cross laminated timber constructed buildings are not required to have a step back.	square feet in gross floor area, see Section 18.06.100(G) Large Scale Retail Uses. EXCEPTION: Section 18.06.100(G) ~~shall~~ does not apply to motor vehicle sales. In a Downtown Design Sub-District, see Chapter 18.120. If located within the Capital Mall Triangle Subarea see OMC Section 18.06.100.B.3.

LEGEND		
NR = Neighborhood Retail	PO/RM = Professional Office/Residential Multifamily	HDC-1=High Density Corridor-1

LEGEND		
GC = General Commercial		HDC-2=High Density Corridor-2 HDC-3=High Density Corridor-3 HDC-4=High Density Corridor-4

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
MINIMUM LOT AREA	7,200 Sq. Ft.	No minimum.	No minimum.	No minimum.	7,200 Sq. Ft. if bldg. height is 35' or less. 12,500 Sq. Ft. if bldg. height is over 35'.	No minimum.	
FRONT YARD SETBACK	10' maximum.	No minimum; however, see Chapter 18.100 for design guidelines for pedestrian access and view corridors. In a Downtown Design Sub-District: 12' from the curb on Type A and B Streets, 10' from curb for Type C Streets.	No minimum. In a Downtown Design Sub-District: 12' from the curb on Type A and B Streets, 10' from curb for Type C Streets.	No minimum. In a Downtown Design Sub-District: 12' from the curb on Type A and B Streets, 10' from curb for Type C Streets.	No minimum.	30' minimum for buildings; 15' for other structures except signs	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. See Design Guidelines, Chapter 18.100.
REAR YARD SETBACK	15' minimum; If next to a residential zone, 15' minimum plus 5' for every	No minimum; however, see Chapter 18.100 for design guidelines for pedestrian access and view corridors.	No minimum.	No minimum.	5' minimum if building has 1 or 2 stories. 10' minimum if building has 3 or more stories.	15' minimum.	50' minimum from property line for agriculture buildings (or structures) which house

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
	story over 3 stories.						animals other than pets.
SIDE YARD SETBACK	10' minimum; 15' minimum plus 5' for every story over 3 stories if next to a residential zone.	No minimum; however, see Chapter 18.100 for design guidelines for pedestrian access and view corridors.	No minimum.	No minimum.	5' minimum if building has 1 or 2 stories. 10' minimum if building has 3 or more stories; AND the sum of the 2 side yards ~~shall~~ must be no less than 1/2 the building height.	5' minimum 30' minimum for buildings and 15' minimum for other structures from flanking streets.	1. 50' minimum from property line for agriculture buildings (or structures) which house animals other than pets. 2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. See Design Guidelines, Chapter 18.100.
MAXIMUM BUILDING HEIGHT	75'; except hospitals, which may exceed that height.	See 18.06.100(A)(2) and Figure 6-2, Urban Waterfront District Height Limits Exceptions: 1) In the portion of the area Downtown with a height limit of 65', two additional residential stories may be built. See 18.06.100. 2) In the portion of the area on West	Refer to Figure 6-2 and 6-2B for specific height and building configurations required on specific blocks. In a Downtown Design Sub-District, see view protection measures in 18.06.100 and Chapter 18.120.	75'; PROVIDED, however, that two additional stories may be built, if they are residential. For details, see 18.06.100(A)(4), Downtown Business District. There are restrictions around	75' Exception: Up to 100' may be allowed with conditional approval by the City Council, upon recommendation of the Hearing Examiner. For details, see 18.06.100(C)(5), Height, Commercial Services-High Density. In a	40' accessory building limited to 20'.	Not to exceed height limit set by State Capitol Group Height District, 18.10.060, for properties near the State Capitol Campus. See OMC 18.06.100(E)

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
		Bay Drive with a height limit of 42' to 65', the taller height limit is conditioned upon the provision of certain waterfront amenities. See 18.06.100(A)(2)(c).		Sylvester Park (see 18.100.080.)	Downtown Design Sub-District, see view protection measures in 18.06.100 and Chapter 18.120.		
~~MAXIMUM BUILDING COVERAGE~~	~~50%~~	~~60% for properties between the shoreline and the nearest upland street.~~ ~~100% for properties not between the shoreline and the nearest upland street.~~ ~~See also Chapter~~ 18.100 ~~for design guidelines for pedestrian access and view corridors.~~	~~100%~~	~~No requirement.~~	~~No requirement.~~	~~85%~~	-
MAXIMUM IMPERVIOUS SURFACE COVERAGE	60%	100%	100%	100%	100%	85%	See OMC 18.06.100(D).
MAXIMUM HARD SURFACE BONUS (not guaranteed,	80%	100%	100%	100%	100%	100%	Hard surfaces are treated as impervious unless shown workable

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
performance based)							through an approved design. See OMC 18.06.100(D) for criteria.~~Hard Surfaces are treated as impervious, unless shown workable through an approved design (complies with DDECM), which requires adequate underlying soils.~~
ADDITIONAL DISTRICT-WIDE DEVELOPMENT STANDARDS	Building floors above 3 stories which abut a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(F)). Residential uses (Section 5 of Table 6.01) may not be constructed within 600 feet of Lilly	Street ends abutting the water ~~shall~~ must be preserved to provide views of and public access to the water, pursuant to Section 12.16.050(D) OMC. Section 18.06.100(A)(2)(c) for West Bay Drive building height and view blockage limits; and Chapter 18.100 for West Bay Drive view corridors. See also Chapter 18.100 for Downtown design	Street ends abutting the water ~~shall~~ must be preserved to provide views of and public access to the water, pursuant to OMC Section 12.16.050(D).		Residential uses must comply with High Rise Multi-family (RM-H) development standards.	6' of sight-screening buffer ~~shall~~ must be provided along north, east, and west district boundaries. See Olympia Park Replat covenants for access, and other standards applicable to replat lots.	For properties in the vicinity of the Downtown, also see the Downtown Design Guidelines in 18.120. For retail uses over 25,000 square feet in gross floor area, see Section 18.06.100 (C) Large Scale Retail Uses. EXCEPTION: Section 18.06.100 (C) ~~shall~~ does not apply to motor vehicle sales.

TABLE 6.02
COMMERCIAL DEVELOPMENT STANDARDS

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
	Road except in upper stories of mixed use building; all other development standards are the same as for commercial uses.	guidelines for Pedestrian Access and View Corridors and Waterfront Public Access; Chapter 18.100 for Port Peninsula design guidelines for Pedestrian Connections and View Corridors; Section 18.06.100(A)(2)(c) for West Bay Drive building height and view blockage limits; and Chapter 18.100 for West Bay Drive view corridors.					

LEGEND		
MS = Medical Services DB = Downtown Business	CS-H = Commercial Services - High Density	UW = Urban Waterfront UW-H = Urban Waterfront-Housing AS=Auto Services

Section 20. Amendment of OMC 18.06.100(A). Olympia Municipal Code Subsection 18.06.100(A) is hereby amended to read as follows:

A. Height.

1. Roof structures for the housing of elevators, stairways, tanks, ventilating fans, and similar equipment required to operate and maintain the building, fire, or parapet walls, skylights, towers, flagpoles, chimneys, smoke stacks, wireless masts, T.V. antennas, steeples, and similar structures may be erected above the height limits prescribed in this Title, provided that no roof structure, feature or any other device above the prescribed height limit ~~shall be~~is allowed or may be used for the purpose of providing additional floor space. This height exception does not apply to the additional story provision for residential development described in OMC 18.06.100.A.6.

   a. Any structure may exceed the maximum building height by up to 48 inches to accommodate a roof-mounted solar energy panel.

   b. Provided, further, that no roof structure or architectural feature ~~shall~~ may be erected more than ~~eighteen (~~18~~)~~ feet above the height limit of the district, whether such structure is attached to it or free-standing.

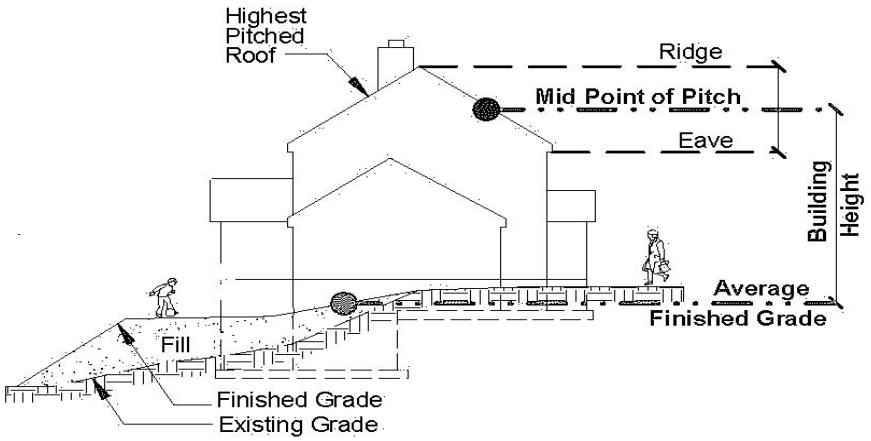


FIGURE 6-1A

2. Urban Waterfront (UW) District.

   a. Allowed building heights in the Urban Waterfront (UW) District are specified in Figure 6-2.

   b. Bonus for residential development.

      i. In the area labeled ~~sixty-five (~~65~~)~~ feet on Figure 6-2, up to two additional stories may be built (except as limited in subsection d below), if the project is located in the downtown, and if the added stories are stepped back from the street wall at

least eight ~~(8)~~ feet, and if an equivalent floor area (equal to the amount from the added stories) is provided for residences, as follows:

(a) In the same building--i.e., it is a residential or a mixed use building; or

(b) With commercial and residential uses in separate buildings on the same site; or

(c) With commercial and residential uses on separate sites within the Urban Waterfront (UW) district.

ii. Occupancy. Housing provided under this bonus provision as part of a mixed use project must receive an occupancy permit at the same time as, or in advance of, issuance of an occupancy permit for non-residential portions of the project.

iii. Conversion. Housing provided under this bonus provision ~~shall must~~ may not be converted to commercial use.

iv. Source of housing units. Housing provided under this bonus provision may be:

(a) New construction,

(b) Adaptive reuse of a formerly non-residential structure, or

(c) Rehabilitation of existing housing.

c. West Bay Drive building height and view blockage limits.

i. In order to retain public and private view access to Budd Inlet from hillside sites above West Bay Drive, the maximum building height in the West Bay Drive portion of the Urban Waterfront (UW) District labeled " 42'-65' " on Figure 6-2 ~~shall be~~is up to a maximum of 42 feet, except as provided in subsections (iii) and (iv) below.

ii. In order to retain public view access of Budd Inlet from street level in the West Bay Drive portion of the Urban Waterfront (UW) District labeled " 42'-65' " on Figure 6-2, view blockage ~~shall be~~is limited as follows:

(a) Views of the water will be defined as area without obstruction by buildings or major structures measured between 45 and 90 degrees to West Bay Drive, as illustrated in Figure 6-2A.

(b) Said view blockage ~~shall be~~is limited to 45 percent of the views of the water from West Bay Drive by buildings or major structures located between West Bay Drive and the mean high water line.

(c) Exceptions are provided in subsections (iii) and (iv) below.

iii. Development ~~shall be~~is subject to the alternate standards for building height and view blockage, if alternate waterfront view access is provided through public amenities as follows:

Amenity Provided	**Limits on Horizontal View Blockage and Height**
Waterfront Trail	70% up to 42 ft., OR 45% up to 65 ft.
Expanded Waterfront Trail Corridor Facility (or small waterfront park area).	50% up to 42 ft., OR 45% up to 50 ft.
Both	70% up to 65 ft.
Any development over 42 feet ~~shall must be~~is required to include a minimum of 20~~%~~ percent of the usable building area for residential purposes.	

iv. Criteria for approval of alternate waterfront view access.

(a) Waterfront Trail.

(1) Trail right-of-way consistent with City trail standards ~~shall~~ must be dedicated to the City.

(2) The trail ~~shall~~ must be designed consistent with City standards and requirements, or as otherwise approved by the Olympia Parks, Arts and Recreation Department. Because the trail passes by different land uses, it may take a different character in different locations, for reasons of safety, privacy, or environmental protection.

(3) The developer ~~shall~~ must design, build, and dedicate the facility to the City.

(4) An analysis of recreation needs ~~shall~~must be provided by the Olympia Parks, Arts and Recreation Department. An analysis of environmental impacts, hazardous waste risks, and engineering issues sufficient to determine the design and location for the trail facility must~~shall~~ be approved by the Olympia Parks, Arts and Recreation Department but provided by the developer. All analysis must~~shall~~ be complete prior to approval.

(b) Expanded Waterfront Trail Corridor Facility or Small Waterfront Park.

(1) The developer ~~shall~~ must build and dedicate the facility and its site to the City.

(2) The expanded waterfront trail corridor facility or small park area must~~shall~~ be designed consistent with City and other applicable government standards and requirements, or as otherwise approved by the Olympia Parks, Arts and Recreation Department. The expanded waterfront trail corridor facility or small park may vary in size from City park standards and could include additional right-of-way for the expanded trail, landscaping, habitat enhancement, benches, lighting, parking, restrooms, garbage receptacles, telephones, interpretive signs, and other park facilities.

(3) An analysis of environmental impacts, hazardous waste risks, trail improvements, and engineering issues sufficient to design the

expanded waterfront trail corridor facility or small park area mustshall be approved by Olympia Parks, Arts and Recreation Department but provided by the developer. All analysis mustshall be complete prior to approval.

(4) The expanded waterfront trail corridor facility or small park mustshall have a publicly accessible connection to West Bay Drive, designed, constructed, and dedicated for public use by the developer.

v. The view blockage rules mustshall be applied on a project-wide basis and not for each lot or parcel in a project, thus allowing projects providing more views on some lots to have more view blockage on other lots as long as the overall project meets the view blockage requirements.

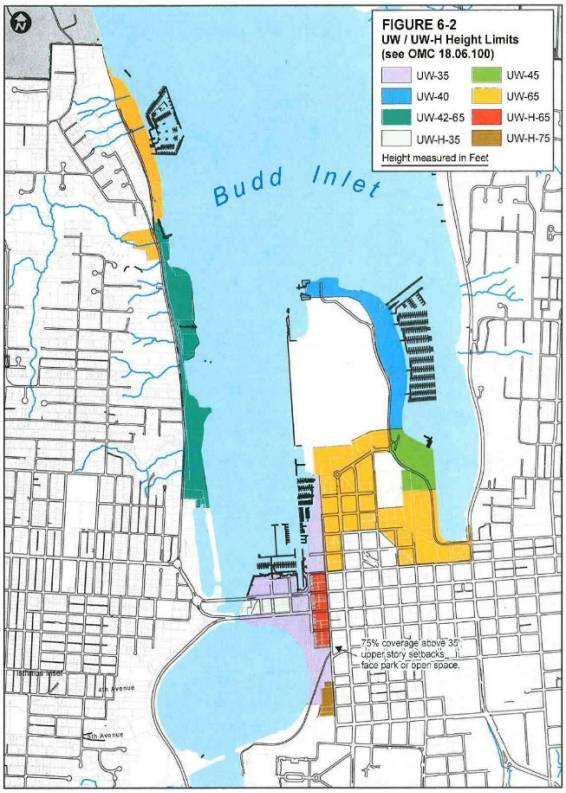
d. Landmark Views: In order to protect designated landmark views from public observation points, the height bonus allowed in subsection b, above, is limited as follows:

ii. Block 14 Height Bonus: A view analysis of the proposed development mustshall be submitted that demonstrates the view of the Capitol Drum and Dome will remain visible from the East Bay Lookout after the development occurs. This may prohibit use of the height bonus, or restrict which portions of the block are eligible to use the bonus. Block 14 is bounded by Olympia Avenue, Adams Street, Thurston Avenue, and Jefferson Street.

iii. Block 122: Height bonus is limited to one additional story, up to a maximum height of 75 feet. Block 122 is bounded by Olympia Ave, Jefferson Street, and Marine Drive.

iv. Block 123: The bonus height provision is not applicable in this location. Block 123 is bounded by Corky Avenue and Market Street to south and industrial uses to the north.

Figure 6-2 Urban Waterfront and Urban Waterfront Height Limits*



* See 18.06.100(A)(2) for height limitations that apply to Blocks 14, 122, and 123 in order to protect adopted landmark views from specific observation points.

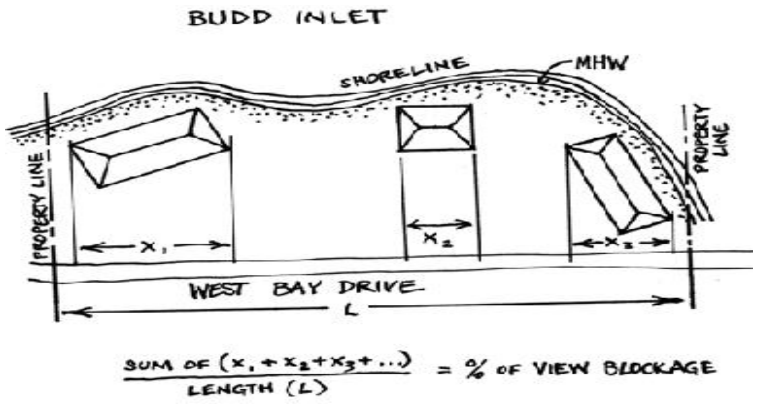


FIGURE 6-2A
Calculating View Blockage in a portion of the
Urban Waterfront District along West Bay Drive.

3. Commercial Services-High Density. The maximum building height allowed is ~~one hundred (100)~~ feet. Provided, however, that no building or structure may exceed ~~seventy-five (75)~~ feet in height without conditional review and approval by the Hearing Examiner. Approval of structures exceeding ~~seventy-five (75)~~ feet in height ~~shall~~ must meet the following criteria:

   a. The building design ~~shall~~ must be compatible with or enhance the physical characteristics of the site, the appearance of buildings adjacent to the site, and the character of the district.

   b. The site plan ~~shall~~ must facilitate efficient and convenient circulation, ~~shall~~ must include landscaping that creates a pleasing appearance from both within and off the site, and ~~shall~~ must be an asset to the community at large.

   c. Enhancement of public view access or direct public access to usable open space areas ~~shall~~ must offset any potential upland view loss which may occur as a result of the proposal.

4. Downtown Business District.

   a. Building height allowed outright in the DB zone is ~~seventy-five (75)~~ feet.

   b. Bonus for residential development.

   c. Enhancement of public view access or direct public access to usable open space areas ~~shall~~ must offset any potential upland view loss which may occur as a result of the proposal.

      i. Buildings may exceed the height allowed outright (75 feet) by up to two ~~(2)~~ stories, if the added stories are stepped back from the street wall at least eight ~~(8)~~ feet, and if floor area equal to the amount from the added stories is provided for residences:

         (a) In the same building--i.e., it is a residential or a mixed use building; or

(b) With commercial and residential uses in separate buildings on the same site; or

(c) With commercial and residential uses on separate sites within the Downtown Business (DB) zone.

ii. Occupancy. Housing provided under this bonus provision as part of a mixed use project must receive an occupancy permit at the same time as, or in advance of, issuance of an occupancy permit for non-residential portions of the project.

iii. Conversion. Housing provided under this bonus provision ~~must~~may~~shall~~ not be converted to commercial use.

iv. Source of housing units. Housing provided under this bonus provision may be:

(a) New construction,

(b) Adaptive reuse of a formerly non-residential structure, or

(c) Rehabilitation of existing housing.

5. Urban Waterfront - Housing.

a. Allowed building heights in the Urban Waterfront-Housing District are specified in Figure 6-2.

b. Required step backs and placement of step backs over 35 feet on specific blocks are specified in Figure 6-2.

6. High Density Corridor (HDC - 1 and HDC - 2).

a. Building height allowed outright in the HDC-1 and HDC-2 zones as outlined in OMC 18.06.080, Table 6.02.

b. Additional story for residential development.

i. Additional story can only be allowed for those development that do not provide a mechanical "penthouse" room as allowed under the provisions of OMC 18.06.100.A. However, the additional story can be occupied with both residential development and mechanical equipment.

ii. Buildings may exceed the height allowed outright in OMC 18.06.080, Table 6.02, by one ~~(1)~~ story. The additional story cannot exceed ~~fourteen (~~14~~)~~ feet above the maximum allowable height requirement as specified in OMC 18.06.080, Table 6.02.

iii. The additional story must be stepped back at least eight ~~(8)~~ feet from any abutting street or any abutting residential zoning district. See OMC 18.06.100.B.2.

iv. Housing provided under this additional story as part of a mixed use project must receive an occupancy permit at the same time as, or in advance of, issuance of an occupancy permit for non-residential portions of the project.

v. Housing provided under this additional story provision ~~must~~may~~shall~~ not be converted to commercial use. Except that the residential units may conduct business activities under the provision for home occupations. See OMC 18.04.060.I.

vi. Housing provided under this bonus provision may be:

(a) New construction;

(b) Adaptive reuse of a formerly non-residential structure, or

(c) Rehabilitation of existing housing.

vii. This additional story is not available and will not be approved within 100 feet of a designated historic district.

7. High Density Corridor (HDC - 3 and HDC - 4) within the Capital Mall Triangle Subarea.

a. For properties located within the HDC-3 zone and within the Capital Mall Triangle Subarea the maximum building height is 75 feet.

b. For properties located within the HDC-4 zone and within the Capital Mall Triangle Subarea the maximum building height is 105 feet.

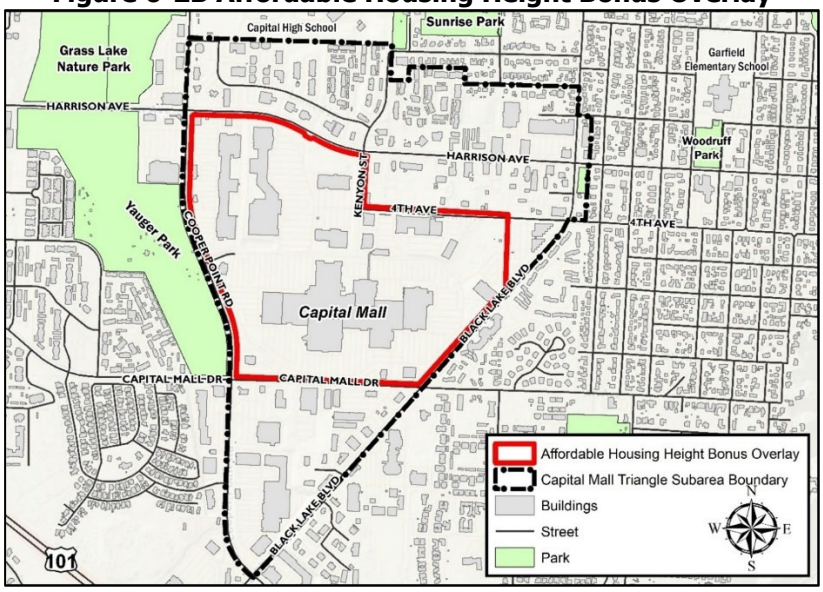
c. Maximum building height is 130 feet for development that meet all of the following requirements:

i. Located within the Capital Mall Triangle Subarea; and

ii. Located within the Affordable Housing Height Bonus Overlay as shown in Figure 6-2B; and

iii. At least 30 percent of the dwelling units are affordable for at least 50 years for those whose income is 80 percent or less of the area median income.

Figure 6-2B Affordable Housing Height Bonus Overlay



Section 21. <u>Amendment of OMC 18.06.100(B)</u>. Olympia Municipal Code Subsection 18.06.100(B) is hereby amended to read as follows:

B. Upper Story StepBacks.

1. High Density Corridor-1 (HDC-1), Community Retail (CMR), High Density Corridor-2 (HDC-2, General Commercial (GC), High Density Corridor-4 (HDC-4), Medical Services (MS), and Professional Office/Residential Multifamily (PO/RM) District Requirements:

   Building floors above three ~~(3)~~ stories which abut a street or residential district must be stepped back a minimum of eight ~~(8)~~ feet (see Figure 6-3).

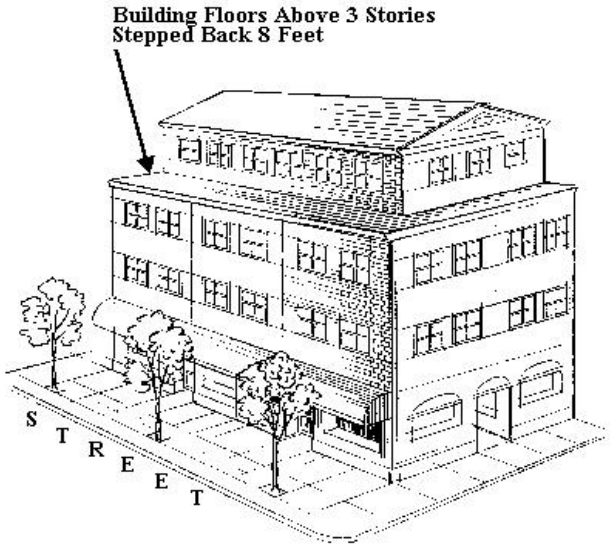


FIGURE 6-3

2. Additional Story Provision for HDC-1 and HDC-2. Projects within the HDC-1 and HDC-2 zoning districts which use the additional story provisions for residential development as outlined in OMC 18.06.100.A.6, must step the additional story back by a minimum of eight ~~(8)~~ feet. The step back is required for the additional story which abuts a street or residential district.

3. If located within the HDC-4 zone district and within the Capital Mall Triangle Subarea, building floors above six stories which abut a street or residential district must be stepped back a minimum of eight feet. A step back is not required below the sixth floor.

   a. Mass timber/cross laminated timber constructed buildings are not required to have a step back.

4. The upper story step-back is not required when the entire structure is setback from the property line the distance required by the stepback, or farther.

5. Façade modulation and upper-story step-backs are not required for the following types of residential projects:

   a. Affordable housing;

   b. New construction meeting passive house requirements;

   c. The retrofit of existing buildings meeting passive house requirements. "Passive house requirements" means the criteria for certification as a passive house by Phius or the international passive house institute.

   d. The conversion of existing buildings to housing or mixed-use development that includes housing;

   e. Modular construction. "Modular construction" means a multistory residential or commercial building constructed of standardized components produced off-site, which are transported and assembled at a final location.

   f. Mass timber construction. "Mass timber construction" means a building with structural components primarily made of mass timber products as defined in RCW 19.27.570.

Section 22. Amendment of OMC 18.06.100(D). Olympia Municipal Code Subsection 18.06.100(D) is hereby amended to read as follows:

D. Impervious Surface Coverage

2. On development sites incorporating 'vegetated roofs,' the impervious surface coverage limits ~~of Neighborhood Retail, Professional Office/Residential Multifamily and Medical Service districts shall~~may be increased one square foot for each square foot of vegetated roof area up to 5% of the total site area if adequate assurance is provided that the proposed vegetated roof will provide substantial stormwater management benefits for a period of at least 30 years.

3. Calculation exclusions: The following are excluded from the impervious and hard surface coverage limit calculations. Note: These exclusions do not apply to calculations or requirements related to the Drainage Design and Erosion Control Manual.

   a. Ingress/egress easements serving a neighboring property.

b. Areas excluded from the minimum lot area calculations (see OMC 18.04.080(c)(4)), such as the panhandle of a flag lot;

c. Portions of the driveway that extend beyond the required setback area when the additional length is caused by compliance with the municipal code requirements, such as critical area and buffer protections;

d. Areas partially or wholly covered by water (seasonally or year-round) are to be excluded from the total site area before calculating the coverage percentage. This does not include human-made stormwater retention ponds.

4. To obtain approval of a hard surface bonus, an engineered drainage design must be submitted that includes the following:

a. The area in excess of that allowed by Table 4.04 must meet the Drainage Design and Erosion Control Manual (DDECM) core requirement #5 (or as amended) for onsite stormwater treatment, and core requirement #7 for flow control, regardless of minimum area thresholds. Plans must address the following:

i. Projects that would otherwise be exempt from DDCEM requirements for flow control must demonstrate compliance, regardless of the exemption, in order to obtain the bonus.

ii. Flood control systems to be included might include pervious pavement, pervious geogrid, bioretention, infiltration, green roofs, or micro-detention systems. If compliance cannot be provided, the bonus will be denied.

iii. Permeable pavement and geogrid on Type D soils are ineligible.

b. Maintenance agreements are required prior to permit issuance for the flood control system.

Section 23. Addition of OMC 18.06.100(E). Olympia Municipal Code Subsection 18.06.100(E) is hereby added to read as follows:

E. In HDC zones, maximum setbacks established in Table 6.02 only apply to properties abutting design review corridors designated in Chapter 18.100 OMC and streets classified as arterials.

Section 24. Amendment of OMC 18.12.020. Olympia Municipal Code Section 18.12.020 is hereby amended to read as follows:

The purpose and intent of this chapter is to provide for the identification, enhancement, perpetuation, and use of historic resources within the City in order to:

A. Safeguard the heritage of the City as represented by those sites, buildings, districts, structures, and objects ~~which~~ that reflect significant elements of the City's history as told from all perspectives.

B. Strengthen the economic vitality of the City by ~~promoting the stabilization and improvement of property values in historic areas, and by~~ encouraging new buildings and developments that will be harmonious with existing historic buildings, districts, and sites ~~and areas~~.

C. Foster civic and neighborhood pride in the beauty and accomplishments of the past while recognizing the various perspectives and untold stories that have led to the City's history and sense of identity. ~~, and a sense of identity based on the City's history.~~

D. ~~Protect and enhance~~Support the City's ~~ability~~ economic development initiatives by~~to~~ attracting tourists and visitors, thereby stimulating the local economy.

E. Assist, encourage, and provide incentives to private owners for preservation, restoration, ~~redevelopment and use~~and adaptive re-use of outstanding historic buildings, districts, neighborhoods, streets, structures, objects, and sites.

F. Promote and facilitate the early identification and resolution of conflicts between the preservation of historic resources and alternative land uses.

G. Conserve valuable material and energy resources by ongoing use and maintenance of the existing built environment.

Section 25. Amendment of OMC 18.12.040. Olympia Municipal Code Section 18.12.040 is hereby amended to read as follows:

The Olympia Heritage Commission consists of up to ~~eleven~~ nine ~~(9~~11~~)~~ members. The City Council appoints ~~Members~~ members of the Heritage Commission ~~shall be~~are ~~appointed by the City Council~~.

Section 26. Amendment of OMC 18.12.045(B), Olympia Municipal Code Subsection 18.12.045(B) is hereby amended to read as follows:

B. The Heritage Commission ~~shall~~ must always include at least two~~four (2~~4~~)~~ professionals who have experience in identifying, evaluating, and protecting historic resources and who are selected from among the disciplines of history, architecture, architectural history, historic preservation, planning, cultural anthropology, archeology, cultural geography, folklore, curation, conservation, landscape architecture, real estate, law, or related disciplines. ~~American studies, law, and real estate.~~

1. Heritage Commission action that would otherwise be valid ~~shall~~ is not ~~be rendered~~ invalid by the temporary vacancy of one or all of the professional positions, unless the Heritage Commission action is related to meeting Certified Local Government (CLG) responsibilities cited in the Certification Agreement between the City of Olympia and the State Department of Archaeology and Historic Preservation, in which case Heritage Commission action may only be taken if in compliance with said agreements.

2. The City Council may grant an ~~Exception~~ exception to the residency requirement of Heritage Commission members ~~may be granted by the City Council~~ in order to obtain representatives from these disciplines.

Section 27. Amendment of OMC 18.12.050. Olympia Municipal Code Section 18.12.050 is hereby amended to read as follows:

Appointment of members to the Heritage Commission ~~shall be~~is made for a three ~~(3)~~ year term and may be extended by City Council reappointment. The City Council shall appoint members to fill any vacancies for the unexpired term. (See OMC 2.100 Community-Member Advisory Boards, Commissions and Committees)

Section 28. Amendment of OMC 18.12.055. Olympia Municipal Code Section 18.15.055 is hereby amended to read as follows:

A. The major responsibilities of the Heritage Commission are: to identify and actively encourage the preservation of Olympia's historic resources by maintaining, updating, and expanding the Olympia Heritage Register and reviewing proposed changes to Heritage Register properties; to raise community awareness of Olympia's history and historic resources; and to serve as the City's primary resource in matters of history, historic planning, and preservation.

~~A.~~B. In carrying out these responsibilities the Heritage Commission mustshall engage in the following:

1. Educate property owners about the importance of rehabilitating, preserving, and maintaining ~~the~~ historic properties or objects.

2. Initiate and review periodic surveys of historic properties in Olympia to help identify buildings of historical significance to the community.

3. Maintain a Local Heritage Register according to criteria and procedures stated in Sections 18.12.080 and 18.12.085. This Local Heritage Register mustshall list buildings, structures, districts, sites, and objects identified by the Heritage Commission as having historic significance worthy of recognition and protection by the City.

4. Consider the establishment or expansion of Historic Districts (see OMC 18.12.085.C).

5. Review and make recommendations to the City Council on applications for Special Valuation Tax (see OMC 3.60).

6. Review proposals and applications to construct, ~~change, alter, modify,~~ remodel, remove, or significantly affect properties or districts on the Heritage Register properties, as provided OMC 18.12.090 and 18.12.100. Such review mustshall be for the purpose of providing recommendations on identifying and mitigating the impacts of the proposed action to the identified historic resource~~. All recommendations shall be consistent with the Design Review Criteria and SEPA Mitigation~~. The City agency or body charged with acting on such a permit or document mustshall forward a copy of the final decision to the Heritage Commission.

7. Make recommendations to the City Council to be used in the land use and permitting process to guide this review.

8. Participate in, promote, and conduct public information, educational, and interpretive programs pertaining to historic and archaeological resources.

9. Provide information to the public on methods of maintaining and rehabilitating historic properties. This may take the form of online resources, pamphlets, newsletters, workshops, or similar activities.

10. Recognize excellence in the rehabilitation of historic objects, buildings, structures, sites, and districts, and new construction in historic areas; and encourage appropriate measures for such recognition.

11. Be informed about and provide information to the public on incentives for preservation of historic resources, including legislation, regulations, and codes which encourage the use and adaptive reuse of historic properties.

12. Make recommendations to the City Council on nominations to the Washington Heritage Register and National Register of Historic Places.

13. Investigate and report to the City Council on the use of various federal, state, local, or private funding sources available to promote historic, archaeological, and cultural resources in the City.

14. Provide liaison support, communication, and cooperation with federal, state, and other local governmental and Tribal entities which will further historic preservation objectives, including public education, within the Olympia area.

15. Review and provide recommendations to the City Council on the conduct of land use, housing, and redevelopment, municipal improvement, and other types of planning and programs undertaken by any agency of the City, other neighboring cities and towns, the County, and the state or federal governments, as they relate to historic and archaeological resources within the City.

16. Conduct all Heritage Commission meetings in compliance with RCW Chapter 42.30, the Open Public Meetings Act, to provide for public participation and adopt standards to guide this action.

17. Coordinate as appropriate with City departments and other heritage organizations.

18. Perform any other functions designated to the Commission by the City Council.

Section 29. Amendment of OMC 18.12.065. Olympia Municipal Code Section 18.04.065 is hereby amended to read as follows:

All members of the Heritage Commission ~~must~~shall ~~~~serve without compensation except for out-of-pocket expenses incurred in connection with Heritage Commission meetings or programs, and which are in accordance with City policy for Community-Member Advisory Boards, Commissions and Committees (See OMC 2.100.040), and reimbursement of expenses.

Section 30. Amendment of OMC 18.12.080. Olympia Municipal Code Section 18.12.080 is hereby amended to read as follows:

Section 18.12.080 - **Olympia** Heritage Register - Criteria to Designate Property

Section 31. Amendment of OMC 18.12.085. Olympia Municipal Code Section 18.12.085 is hereby amended to read as follows:

Section 18.12.085 - Olympia Heritage Register - Process to Designate Property to the Olympia Heritage Register or Establish a Local Historic District

Listing on the Olympia Heritage Register is an honor that denotes significant association with the historic, archaeological, engineering, or cultural heritage of the community. Properties are listed individually or as a Historic District.

A. Any person, including members of the Heritage Commission, may nominate a building, structure, object, site, or district for inclusion on the City Heritage Register.

B. Individual Properties:

1. Applications mustshall be on forms provided by the city and include information and documentation supporting the historic significance of the building, structure, object, site, or district.

2. The application mustshall specify the exterior features, outbuildings, and other characteristics of the site and the building interior (if any) that contribute to its designation.

3. Notification of nomination will must be sent to the property owner.

4. If someone other than the property owner makes a nomination, the Heritage Review Committee may deny an application for placement on the Heritage Register based on a determination of ineligibility during a preliminary review. Applicants may appeal this denial to the Heritage Commission.

5. If an application advances to the full Heritage Commission, notification of nomination will be sent to the property owner and posted on the site.

6. Notification of a public hearing will be mailed to the property owner and the applicant(s), posted on the site, and published in a newspaper of general circulation in Olympia, not less than ten (10) days prior to the hearing.

7. The Heritage Commission shall consider the merits of the nomination according to the criteria in OMC 18.12.080 following a public hearing.

8. If the Heritage Commission finds that the nominated property meets the designation criteria in OMC 18.12.080 and has the property owner's consent, the property mustshall be listed on the Heritage Register and owner(s) and lessee(s), if any, notified of the listing.

9. A marker for register properties with information about the property and its significance must be approved by the Heritage Commission or staff. The City may provide this marker.

10. If the owner does not consent to placement of the owner's property on the Olympia Heritage Register, after following process set forth in OMC 18.12.085.B above, the Heritage Commission may recommend that the City Council approve designation without property owner consent. Notice will be given to the property owner at least 10 (ten) days prior to the City Council review. A person who is adversely aggrieved by a decision of the City Council under this subsection may appeal the City Council decision to Thurston County Superior Court as provided by law.

C. Districts:

1. Signatures must be obtained from the owners of a majority of the properties within the proposed district.

2. Applications shall must be on forms and include information and documentation supporting the historic significance of the district.

3. The application shall must specify the exterior features, outbuildings, and other characteristics of the sites within the district and the overall character defining elements that contribute to its designation, and identify the contributing and non-contributing status of the properties within the district.

4. The Heritage Review Committee or staff may deny an application for Historic District status based on a determination of ~~a~~ ineligibility during a preliminary review. Applicants may appeal this denial to the Heritage Commission.

5. The Heritage Commission shall consider the merits of the nomination according to the criteria in OMC 18.12.080 following a public hearing. If the Heritage Commission finds that the nominated district meets the designation criteria in OMC Section 18.12.080, the district may be listed on the Olympia Heritage Register with the owner's consent and the owner(s) and lessee(s), if any, notified of the listing.

6. If a majority of property owners within the proposed district boundaries do not consent to local District designation, after following process set forth above, the Heritage Commission may recommend that the City Council approve designation without property owner consent. Notice will be given to the property owners at least 10 ~~(ten)~~ days prior to the City Council review. A person who is ~~adversely affected or~~ aggrieved by a decision of the City Council under this subsection may appeal the City Council decision to Thurston County Superior Court pursuant to the procedures set forth in ~~RCW Chapter~~state law.

D. The decision of the Heritage Commission designating objects, properties, and districts to the City Register may be appealed by the owner(s) of the affected property in writing on forms provided by the City within ~~thirty (~~30~~)~~ days to the City Council. Decisions of the City Council may be appealed to Thurston County Superior Court pursuant to the procedures set forth in state law.

E. Properties listed within a local Historic District must~~shall~~ be noted on the official records of the City. Such properties ~~must~~shall be are subject to the provisions set forth in this Chapter, as well as the bulk, use, setback, and other controls of the zoning district in which they are located. Nothing contained in this Chapter ~~shall~~ may be construed to be repealing, modifying, or waiving any zoning or building code provisions.

F. Markers noting the boundaries of the Historic District must be approved by the Heritage Commission or staff. The City may provide these markers.

Section 32. Amendment of OMC 18.12.100. Olympia Municipal Code Subsection 18.12.100 is hereby amended to read as follows:

Demolition of a Historic Building or a Contributing Historic District Property. Findings and a recommendation to the Building Official made by the Heritage Commission or Historic Preservation Officer is required before a permit may be issued to allow whole or partial demolition of a designated structure or facility of recognized historical significance, which for the purposes of WAC 197-11-800(2)(g) is one listed on the Olympia Heritage Register, Washington Heritage Register, or National Register of Historic Places. The owner or the owner's agent must~~shall~~ apply to the Building Official who will request a review of the proposed demolition by the Heritage Commission. The Heritage Commission shall recommend to the Building Official the approval or denial of the proposed demolition. Recommendations may also include steps to mitigate the loss of the property ~~through, but not limited to, the procedures described in the SEPA Mitigation Policy for Olympia Historic Resources~~. The Building Official shall give substantial weight to these recommendations in establishing conditions of approval of the permits granted. If the structure is demolished, the Heritage Commission shall initiate the procedure for removal of the structure from the Heritage Register and may recommend designation as a historic site.

Section 33. Amendment of OMC 18.12.130. Olympia Municipal Code Section 18.12.130 is hereby amended to read as follows:

A. The City shall notify ~~Interested~~ interested Tribes and the State Department of Archaeology and Historic Preservation (DAHP) ~~must~~~~shall be notified~~ when an application for land use approval has been submitted to the City of Olympia as described in OMC 18.70.130 ~~Public Notification Procedures~~Notice of Application. Additional ~~notice of~~Tribal or Agency~~-~~ consultation may be provided by the City Historic Preservation Officer.

B. Consistent with law, any recommendations and/or requests by Consulting Tribes and/or DAHP on cultural resource protection ~~will~~ must be given substantial weight in decisions on land use or development permit approval and subsequent permit issuance.

Section 34. Amendment of OMC 18.12.140. Olympia Municipal Code Section 18.12.140 is hereby amended to read as follows:

A. Cultural Resources must~~shall~~ be protected from damage during construction and all other development activities in accordance with OMC Sections 18.12.120 and 18.12.140B.

B. Additional Protections for Cultural Resources.

1. ~~Building~~ Development permit recipients for ~~development~~ projects that meet the following criteria ~~shall be~~are required to sign an Inadvertent Discovery Plan (IDP) provided by the City of Olympia Historic Preservation Officer:

   a. All type II or III projects subject to Notice of Application, where ~~public notice was give to affected tribes and~~ a request for an IDP was submitted by an interested Tribe or Agency; and ~~subject to State Environmental Policy Act (SEPA) thresholds; and~~

   ~~a.~~b. All ground disturbing projects considered to have high risk of encountering cultural resources as identified by the Historic Preservation Officer.

   ~~b. All projects located within the Downtown SEPA Exemption Area.~~

   The signed IDP must~~shall~~ be held on site throughout the duration of any ground-disturbing activities related to the project.

2. The Director may require additional actions to protect known or predicted cultural resources as a result of requests submitted by Consulting Tribes and/or DAHP during consultation for the following:

   a. Projects subject to State Environmental Policy Act (SEPA) thresholds;

   b. Type II and III ~~P~~projects subject to Agency consultation as per OMC 18.12.130 Tribal and Agency Consultation on Development Review;

   c. Projects on sites considered as having high risk of encountering cultural resources or known to include an archaeological site; and

   ~~d. Projects located within the Downtown SEPA Exemptions Area; and~~

   ~~e.~~d. Projects subject to other State and Federal laws which protect cultural and historic resources, including but not limited to Executive Order 05-05 and Section 106 of the National Historic Preservation Act.

Section 35. Amendment of OMC 18.36.080. Olympia Municipal Code Section 18.36.080 is hereby amended to read as follows:

A plan of proposed landscaping and screening mustshall be included with plans submitted for site plan review or Hearing Examiner review. The plans mustshall be drawn to scale and contain the following information:

A. Landscape Plan.

1. Plan Preparation.

a. Four (4) or Less fewer Multifamily Units and Commercial Development having less than 20,000 square feet of gross floor area. Landscape plans required by this section mustshall be prepared by a person experienced in the selection and installation of plant materials and landscape design. Plans mustshall be drawn to scale and meet all plan submittal requirements of item 2 below.

b. Five (5) or More Multifamily Units; Commercial Development consisting of 20,000 square feet or more of gross floor area; and all development located on a High Density Corridor or Design Review Corridor. Landscape plans required by this section shall must be prepared by a Registered Landscape Architect or Certified Washington State Landscaper or Horticulturalist. Plans prepared by others shall must have their design plans certified by one of the aforementioned groups, attesting that all requirements of this Chapter have been met or exceeded.

2. Plan Requirements. New landscape plans must identify location, species, and diameter or size of plant materials using both botanical and common names. Drawings shall must reflect the ultimate size of plant materials at maturity. All drawings shall must depict:

a. Existing property lines and perimeter landscape areas;

b. All public and private open space, including plazas, courts, etc.;

c. Parking lot planting areas and vehicle use areas, driveways, and walkways;

d. Location of clear sight triangle, if applicable;

e. Location of buildings or structures (existing and proposed);

f. Location of aboveground stormwater drainage pond(s) and swales;

g. Street tree location;

h. Screening of mechanical equipment;

i. Existing soil type and required amendments;

j. Planting details describing method of installation;

k. Location and description of existing trees or groves of trees to be retained;

l. Location and description of existing soils and groundcover vegetation to be retained;

m. Location and type of any invasive plants and timeline for removal;

n. Planting locations showing mature size of plants, size of planting stock, species of plant materials, and tree density calculations;

o. Timeline for site preparation and installation of plant materials;

p. Cost-estimate for the purchase, installation and three ~~(3)~~ years maintenance of landscaping~~.~~;

q. Location of underground utility lines and equipment; and

r. Irrigation plans, if applicable for the project.

Section 36. Amendment of OMC 18.38.040. Olympia Municipal Code Subsection 18.38.040 is hereby amended to read as follows:

Unless specifically exempted in this chapter, every land use ~~shall~~ must have permanently maintained off-street parking facilities pursuant to the following regulations.

A. Exemptions. The following are not required to provide off-street parking as a condition of permitting of residential projects:

1. Affordable housing proposals.

2. New construction or the retrofit of existing buildings meeting passive house requirements. "Passive house requirements" means the criteria for certification as a passive house by Phius or the international passive house institute.

3. Modular construction. "Modular construction" means a multistory residential building constructed of standardized components produced off-site, which are transported and assembled at a final location.

4. Mass timber construction. "Mass timber construction" means a building with structural components primarily made of mass timber products as defined in RCW 19.27.570.

Section 37. Amendment of OMC 18.38.100(C) Olympia Municipal Code Subsection 18.38.100(C) is hereby amended to read as follows:

C. Residential Provisions.

1. For a residential use, such as housing for seniors or people with disabilities, that provide parking for staff or visitors, that comply with parking provisions in state law (RCW 36.70A.620), the property owner shall record a covenant restricting use of the site to the approved use (e.g., seniors, people with disabilities). The covenant must be recorded prior to issuance of applicable construction permits.

2. For projects outside of the Downtown Exempt Parking Area, development projects with five or more residential units must provide at least one accessible parking space. Accessible parking must meet the location and dimensional standards in the adopted building codes.

3. For single family homes and middle housing units on individual lots, and mobile home parks, there is no maximum amount of parking allowed when all other zoning standards are satisfied (e.g. lot coverages).

4. New residential development projects within the area bounded by Cooper Point Road, Black Lake Boulevard, and Harrison Avenue (known as the Capital Mall Triangle) are exempt from minimum motor vehicle parking requirements.

5. A maximum of 0.25 off-street parking spaces per sleeping unit is required for co-living housing projects (see RCW 36.70A.535(3)(a)(ii)).

6. Parking spaces that count towards minimum parking requirements may be enclosed or unenclosed.

7. Tandem parking spaces (one space for every 20 linear feet) may count towards meeting minimum parking requirements, with any necessary provisions for turning radius. "Tandem" is defined as having two or more vehicles, one in front of or behind the others with a single means of ingress and egress.

8. The existence of legally nonconforming gravel surfacing in existing designated parking areas is not a reason for prohibiting utilization of existing space in the parking area to meet local parking standards, up to a maximum of six parking spaces.

9. Parking spaces may not be required to exceed eight feet by 20 feet, except for required parking for people with disabilities.

10. The city will not impose off-street parking requirements as a condition of permitting a residential project if compliance with tree retention would otherwise make a proposed residential development or redevelopment infeasible.

11. Parking spaces that consist of grass block pavers may count toward minimum parking requirements.

12. Existing parking spaces that do not conform to the requirements of this chapter as of June 6, 2024, are not required to be modified or resized, except for compliance with the Americans with Disabilities Act. Existing paved parking lots are not required to change the size of existing parking spaces during resurfacing if doing so will be more costly or require significant reconfiguration of the parking space locations.

Section 38. Amendment of OMC 18.38.160(C). Olympia Municipal Code Subsection 18.38.160(C) is hereby amended to read as follows:

C. Downtown Exempt Parking Area (See Figure 38-2).

1. ~~Existing buildings constructed prior to January 1, 2002, which are located within the Downtown Exempt Parking Area (See Figure 38-2),~~All structures and use types ~~shall be~~are exempt from the vehicle parking standards. However, a change of use within ~~such~~ existing structures must~~shall~~ comply with the long-term and short-term bicycle parking standards pursuant to Table 38.01;

2. ~~All new residential buildings and uses located within the Downtown Exempt Parking Area (See Figure 38-2) shall be exempt from vehicle parking standards. However, if any new residential parking is constructed, the parking facility~~All new or replaced parking areas must~~shall~~ meet the Parking Design and Design Review Criteria in OMC 18.38.180 through 18.38.240 and applicable criteria in OMC Chapters 18.04, 18.06, and 18.120). All new residential buildings and uses must~~shall~~ comply with the long-term and short-term bicycle parking standards pursuant to Table 38.01; and

3. All new commercial buildings or expansions totaling over 3,000 square feet of gross leasable area~~, constructed after January 1, 2002~~, which are located within the Downtown Exempt Parking Area (See Figure 38-2) ~~shall be~~ are required to meet ~~vehicle parking and~~ bicycle parking standards (OMC 18.38.020 through 18.38.240).~~; and~~

4. ~~When not covered by C.1 or C.2 above, bicycle parking is not required for those buildings and uses located within the Downtown Exempt Parking Area (see Figure 38-2) that do not provide on-site motor vehicle parking.~~

Section 39. Addition of OMC 18.38.220. Olympia Municipal Code Section 18.38.220 is hereby amended to read as follows:

Off-street parking facilities must~~shall~~ be designed and maintained in accordance with the standards hereunder, provided that up to 30% of parking stalls may be small spaces as described in section B. In the alternative, an applicant may propose and, if providing equal or better function, the Director may approve alternative parking geometrics consistent with the most recent specific standards promulgated by the Institute of Transportation Engineers or the National Parking Association. These standards apply to all bicycle and vehicular parking proposed or provided, even if the parking is not required.

a. General Requirements. Also see the specific zone district design standards of OMC 18.38.240.

1	2 SW	3 WP	4 VPW	5 VPi	6 AW	7 W2	8 W4
Parking Class	**Basic Stall Width (ft)**	**Stall Width Parallel to Aisle (ft)**	**Stall Depth to Wall (ft)**	**Stall Depth to Interlock (ft)**	**Aisle Width (ft)**	**Modules Wall-to-Wall (ft)**	**Modules Interlock to Interlock (ft)**
A	2-Way Aisle-90° 9.00	9.00	17.5	17.5	24	59	59
A	2-Way Aisle-60° 9.00	10.4	18.0	16.5	24	60	57
A	1-Way Aisle-75° 9.00	9.3	18.5	17.5	20	57	55
A	1-Way Aisle-60° 9.00	10.4	18.0	16.5	16	52	49
A	1-Way Aisle-45° 9.00	16.5	16.5	14.5	13	46	42

STANDARD PARKING DIMENSIONS
FIGURE 38-4

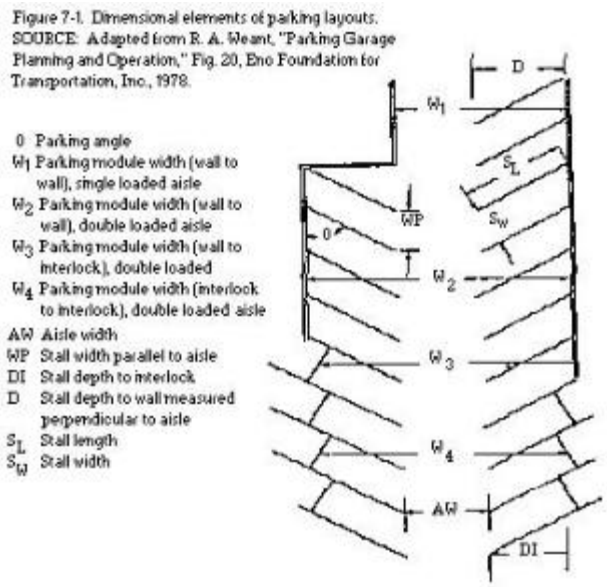


FIGURE 38-5

1. Driveways.

    a. Approaches. Driveway approaches and curb cuts within public rights-of-way ~~shall~~ must be located and designed in accordance with the City's current Engineering Design and Development Standards.

    b. For residential driveways once the driveway is outside of the public right of way, the provisions below apply.

        i. Setback. A driveway may be located within any required setback.

        ii. Width. All driveways ~~shall~~ must meet the access width requirements of the Fire Department (see OMC 16.32.050).

        iii. Surfacing. A gravel surface driveway may be allowed for a single-family residence for that portion of the driveway that is more than 75 feet from the right of way line where access is provided. Any driveway approved for a gravel surface ~~shall~~ must include a paved apron in front of the garage automobile door entrance extending a minimum depth of 18 feet and at least the width of the garage door.

2. Ingress/Egress Requirements.

    a. The Director, or designee, and after appropriate traffic study, including consideration of total parcel size, frontage on thoroughfares, uses proposed, and other vicinity characteristics, ~~shall have the authority to~~may fix the location, width, and manner of approach of a vehicular ingress and egress from a building or parking area to a public street and to alter existing ingress or egress as may be required to control street traffic in the interest of public safety and general welfare.

b. Generally, but not in all cases, the internal circulation system and the ingress and egress to commercial or multifamily developments from an access street ~~shall~~ must be so designed that the principal point of automobile cross-traffic on the street occurs at only one point--a point capable of being channelized for turning movements. Access ~~shall~~ must be shared with adjoining parcels by placing ingress/egress points on shared lot lines, wherever safe and practical. Where parcels are bounded by more than a single street, generally, but not in all cases, access ~~shall~~ must be provided only from the street having the lowest classification in the hierarchy of streets as established in the Engineering Design and Development Standards.

3. Maneuvering Areas.

   a. All maneuvering areas, ramps, access drives, etc. ~~shall~~ must be provided on the property on which the parking facility is located; however, if such facility adjoins an alley, such alley may be used as a maneuvering area. A garage or carport entered perpendicular to an alley must be located a minimum of 10 feet from the property line. A garage or carport entered parallel to an alley may be placed on the rear property line; provided sight distances are maintained.

   b. Maneuvering areas ~~shall~~ must be provided so that no vehicle ~~is obliged to~~need back out of a parking stall onto the street, except into neighborhood collector and local access streets within the R-1/5, RLI, R-4, R 4-8, and R 6-12 use districts, or where approved by the City Engineer.

4. Parking Surface. All parking, maneuvering, and driving areas must be paved and designed to meet drainage requirements. Approved pervious surfaces may be used.

5. Landscaping. Parking areas ~~shall~~ must be landscaped according to the requirements of Chapter 18.36.

6. Wheel Stop, Overhang. Appropriate wheel and bumper guards ~~shall~~ must be provided to protect landscaped areas, to define parking spaces, and to clearly separate the parking area from any abutting street rights-of-way and property lines. Vehicles may overhang landscaped areas up to two feet when wheel stops or curbing is provided.

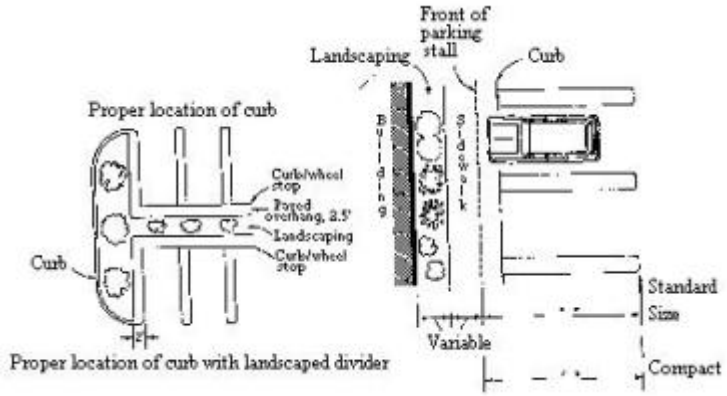


FIGURE 38-6

7. Contiguous parking lots ~~shall~~ may not exceed one ~~(1)~~ acre in size. Parking lots exceeding one ~~(1)~~ acre in size ~~shall~~ must be separated by a minimum ~~ten (~~10~~)~~ foot wide landscaped strip.

This strip is in addition to interior and perimeter landscaping and may be used for stormwater management or pedestrian access.

8. Structured Parking Dimensions. Structured parking facilities may be designed to the general design standards found in Figures 38-4 and 38-5 above, Figure 38-7 below, or to the following structured parking design standard. Within parking structures, small spaces ~~shall~~ may not exceed 30~~%~~ percent of spaces within each structure.

	Small Space Dimension	**Standard Dimensions**
Standard Stall Width	8-foot	9-foot
Standard Stall Depth	16-foot	16-foot
Standard Aisle Width	24-foot	24-foot
Standard Wall-to-Wall	57-foot	57-foot

B. Compact Car Dimensions, Layout and Circulation.

1. Parking Dimensions. No more than ~~thirty (30)~~ percent of spaces ~~shall~~ may be smaller than the standard sizes. (See Compact Parking Dimensions Table below.)

1	**2 SW**	**3 WP**	**4 VPW**	**5 VPi**	**6 AW**	**7 W2**	**8 W4**
Parking Class	**Basic Stall Width**	**Stall Width Parallel to Aisle (ft)**	**Stall Depth to Wall (ft)**	**Stall Depth to Interlock (ft)**	**Aisle Width (ft)**	**Modules Wall-to-Wall (ft)**	**Modules Interlock to Interlock (ft)**
2-Way Aisle-90° A	8.00	8.00	15.0	15.0	21.0	51.0	51.0
2-Way Aisle -60° A	8.00	9.3	15.4	14.0	21.0	52.0	50.0
1-Way Aisle-75° A	8.00	8.3	16.0	15.1	17.0	49.0	47.0
1-Way Aisle-60° A	8.00	9.3	15.4	14.0	15.0	46.0	43.0
1-Way Aisle-45° A	8.00	11.3	14.2	12.3	13.0	42.0	38.0

Source: Guidelines for Parking Facility Location and Design ITE Committee 5D-8, May 1990.

FIGURE 38-7

C. Bicycle Parking Design Standards.

1. A long-term bicycle parking facility ~~shall~~ must provide for secure extended and short-term use and ~~shall~~ must protect the entire bicycle and its components and accessories from theft

and weather. Acceptable examples include, in preferred order: bike lockers; bike check-in systems; in-building parking; and limited-access fenced areas with weather protection.

To discourage improper use, a bike locker door should include a see-through window or view hole. For in-building bike parking and limited access fenced areas, fixed structures for locking individual bikes, such as racks, must be provided within the facility. If such an area exceeds five ~~(5)~~ parking spaces, lockable clothing/gear storage lockers must also be provided within the facility. However, facilities such as factories and schools that provide personal lockers are not required to provide additional locker space for bicycle clothing/gear storage.

Exception: For retail uses under ~~five thousand (~~5,000~~)~~ square feet, long-term parking facilities exclusively for bicycles must only be provided only upon request of one or more employees. However, if permanent dedicated space is not provided, a sign must be posted at the primary employee entry reading "Secure Bicycle Parking Provided Upon Request - Olympia Municipal Code 18.38."

2. A short-term bicycle parking facility ~~shall~~ must provide convenient parking with some security and weather protection. Short-term bicycle parking facilities ~~shall~~ must include a covered stationary rack. These facilities may be shared among adjoining establishments.

   Short-term bicycle parking facilities ~~shall~~ must be located either: no further from a public entry than the nearest non-handicapped parking stall; or visible from and within ~~one hundred (~~100~~)~~ feet of the public entry; or within ~~fifty (~~50~~)~~ feet of the public entry to the building. A directional sign ~~shall~~ must be provided if the selected location is not clearly visible from the primary entrance.

3. Each bicycle parking area ~~shall~~ must be separated from motor vehicle parking and maneuvering areas by a barrier, post, or bollard, or by at least five ~~(5)~~ feet of open space. Bicycle parking spaces ~~shall~~ must be two ~~(2)~~ feet by six ~~(6)~~ feet each, with no less than a seven ~~(7)~~ foot overhead clearance. A five ~~(5)~~ foot maneuvering aisle ~~shall~~ muist separate rows of bicycle parking spaces. Bicycle parking facilities ~~shall~~ may not be solely accessible by stairs.

4. Bicycle racks ~~shall~~ must be covered in such a manner as to protect the entire bicycle from rain and installed to provide adequate maneuvering space and ensure that the requisite number of bicycle parking spaces remain accessible. The rack ~~shall~~ must be permanently affixed to the ground and support the bicycle at two ~~(2)~~ or more points, including at least one ~~(1)~~ point on the frame higher than two ~~(2)~~ feet from the ground. The user ~~shall~~ must be able to lock the bicycle with a U-shaped lock or cable lock. Bicycle racks which only support a bicycle front or rear wheel are not permitted.

5. Long-term bicycle parking facilities may be substituted for short-term bicycle facilities only if the design is consistent with the purpose of short-term facilities.

D. Pedestrian Routes. Notwithstanding pedestrian accessible route requirements addressed in the International Building Code, the applicant shall prepare and submit a pedestrian access plan ~~shall be prepared~~ for sites with more than 30 parking spaces, or where block sizing requirements are triggered. The plan ~~shall~~ must ~~examine~~ specify where people will walk into, out of, and through the development. The development ~~shall~~ must provide clear pedestrian pathways, in a manner that minimizes potential conflicts between moving vehicles and pedestrians. A pedestrian pathway, whether it be a required sidewalk or additional asphalt with a distinct line separating vehicles, ~~shall~~ must be located in areas likely to be used by a pedestrian, instead of the driveway or street.

Unless exempted by the City, the plan ~~shall~~ must be prepared by a transportation engineer hired by the developer, and the report ~~shall be~~is subject to the review and approval of the City Engineer or designee as well as the Director or designee. The report ~~shall~~ must ~~consider~~ address the pedestrian and bicycle use of the development and adjacent offsite parcel(s), in light of future growth and build out, and consistent with the goals and purposes of the Comprehensive Plan to mitigate long-term impacts of the development on multi-modal travel. Such pedestrian pathways should connect with other public pathways on property adjacent to the site.

Section 40. Amendment of OMC 18.40.060(C). Olympia Municipal Code Subsection 18.40.060(C) is hereby amended to read as follows:

C. Fences/Hedges, Walls and Site Perimeter Grading. It ~~shall be~~is the responsibility of property owners to ensure fences are within property lines and that a building permit is obtained when required. "Fences" as used in this section includes walls and similar above-grade unenclosed structures forming a continuous or nearly continuous line or row exceeding six feet in length. Also see definition, OMC 18.02.180(F). For properties located in Downtown Design Review District see OMC 18.120.370. Other properties that may have a Master Plan approval, such as Briggs Village, see adopted regulations for fencing. Contact the planning division of the department for details.

For the purpose of fencing, the front yard is considered to be the first 10 feet of any lot, tract, or parcel that abuts a public street or right of way, excluding alleys. Corner lots adjacent to two public rights of way ~~shall~~ must have a front yard and a flanking side yard.

1. Fence Heights:

   a. Fences, when located within a required yard, ~~must~~may~~shall~~ not exceed the following height limits:

      i. Front yard = 48" (4’-0");

      ii. Side yards = 72" (6’-0"), Flanking side yards = 72” (6’-0”);

      iii. Rear yards = 72" (6’-0");

      iv. Clear Sight Triangle = 30" (2’-6").

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

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

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

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

For purposes of this section, a front yard ~~shall~~ may not exceed 10 feet in depth, regardless of any other provision found in this Title.

2. Fence height is measured to the top of the fence, excluding posts. Point of ground measurement ~~shall be~~is the high point of the adjacent final grade.

3. Fences, walls, and hedges are permitted within all yard areas provided that regardless of yard requirements, no closed gate, garage door, bollard, or other feature ~~shall~~ may obstruct a driveway or other motor vehicle private ingress within 20 feet of a street right-of-way nor obstruct automobile views exiting driveways and alleys (see clear vision triangle). This 20-foot requirement is not applicable within the downtown exempt parking area as illustrated at Figure 38-2. Additional exceptions may be granted in accordance with OMC 18.38.220(A)(2).

4. Front yard fences of any common areas, such as tree, open space, park, and stormwater tracts, must be a minimum of 25 percent unobstructed, i.e., must provide for visibility through the fence.

5. Fence pillars, posts, and similar features may project a maximum of two feet above maximum fence height.

6. Site Perimeter Grading. Within required yard areas, no single retaining wall (nor combination of walls within five horizontal feet of each other) ~~shall~~ may exceed a height of 30 inches as measured from the lowest adjacent grade, nor ~~shall~~ may any modification of grades or combination of retaining walls result in grade changes exceeding 30 inches within five feet of a property line nor 60 inches within 10 feet of an existing or proposed property line.

7. An administrative exception may be approved by the Department to exceed maximum fence height and other provisions of these standards where all of the following conditions exist.

    a. Variation of existing grade on either side of the fence results in a fence lower than the maximum height as measured from the highest point of grade within five feet of either side of the fence; or other special circumstances relating to the size, shape, topography, location, or surroundings of the subject property warrant an exception to permit a fence comparable with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located;

    b. The special conditions and circumstances do not result from the actions of the applicant;

    c. Granting of the exception will not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and zone in which the property is located;

    d. The granting of the exception will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which subject property is situated; and

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

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

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

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

    a. Front yard = 48" (4'0")

    b. Side yard, Flanking side yard = Unlimited

    c. Rear yard = Unlimited

[Note: Clear Sight Triangle = 30" (2'-6"), see OMC 18.40.060(B)]

9. Barbed and/or razor wire fences. ~~No person or persons being the owner of or agent for or in possession and control of any property within the city limits shall~~A property owner or person in possession or control of any property may not construct or permit to exist any fence around or in front of such premises, consisting wholly or partially of barbed and/or razor wire, except to provide security at a government-owned property or privately owned utility where security for the property is mandated by law; provided that the provisions of this section ~~shall~~ only ~~extend~~ apply to fences that are within 10 feet of a street or alley or other public place within the City.

10. Electric fences. It is unlawful to install or maintain any electric fence within the city limits except as follows:

    a. For the purposes of protecting farms or agricultural animals using low-voltage, solar fences installed atop a six-foot non-electric fence; or

    b. For securing an outdoor storage area, subject to the provisions below.

    c. For purposes of this subsection:

        i. "electric fence" means a fence, including an electric security fence, with above-ground electric conductors carrying electric current supplied by batteries, commercial power, or any other source of electricity, installed for the purpose of retaining or excluding any animals, livestock, or persons.

        ii. "Electric security fence" means an electric fence installed to protect an outdoor storage area.

        iii. "Outdoor storage area" includes an area used for automobile and recreational vehicle repair and service, equipment storage, lumber yards, fleet storage, landscape supplies, or similar uses.

        iv. "Responsible person" means a person or entity that owns or controls property on which an electric security fence is sought to be installed or is installed and used pursuant to this section.

        v. The installation and use of an electric security fence is permitted within the following zoning districts:

1. Auto Services (AS)

2. Industrial (I)

3. Light Industrial (LI)

d. The Director may, on a case-by-case basis, authorize the installation and use of an electric security fence to secure an outdoor storage area in the following zoning districts if the Director finds there has been an increase in theft and vandalism at the outdoor storage area and finds that use of an electric security fence is warranted because the responsible person has taken reasonable measures to prevent theft and vandalism, but such measures have not been effective:

i. General Commercial (GC)

ii. Downtown Business (DB)

iii. High Density Corridor 1 (HDC-1)

iv. High Density Corridor 2 (HDC-2)

v. High Density Corridor 3 (HDC-3)

vi. High Density Corridor 4 (HDC-4)

e. An electric security fence is only permitted to be installed and used if the outdoor storage area it protects was established and is operated in conformance with City code.

f. An electric security fence installed and used pursuant to this subsection must meet the following electrical requirements:

i. The electrical charge for the electric security fence must be noncontinuous and the electric fence controllers must be approved by a Nationally Recognized Testing Laboratory (NRTL).

ii. The energy source (energizer) for the electric security fence must be provided by a storage battery not to exceed 12 volts DC. The storage battery must be charged primarily by a solar panel. However, the charge from the solar panel may be augmented by a trickle charger.

iii. The electric charge produced by the electric security fence upon contact may not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission (IEC) Standard No. 60335-2-76.

g. An electric security fence installed and used pursuant to this subsection must meet the following height and location requirements:

i. An electric security fence must be completely surrounded by a non-electric perimeter fence or wall that is not less than five feet in height and no more than eight inches from the electric security fence to prevent entrapment.

ii. An electric security fence may not exceed the higher of eight feet or two feet higher than the perimeter fence or wall.

iii. Exceptions:

1. Where a non-electrified perimeter fence or wall already exists within a required yard setback (as defined in OMC 18.02.180 Y) and if such fence or wall was lawfully installed, such fence or wall need not be modified in height or location to meet the requirements of this subsection. The electric security fence may be located within the required yard setback and may not exceed eight feet in height.

2. Rear and side yards: Where a non-electrified perimeter fence does not exist within a required rear or side yard setback, it may not exceed six feet in height and the electric security fence may not exceed eight feet in height.

3. Front yards: The first priority is to place both the non-electrified perimeter fence and the electric security fence outside the required yard setback. If this is not practical due to existing improvements such as paved parking, curbing, or landscaping, both fences can be placed in the required front yard setback. In these instances, the non-electrified perimeter fence may be up to five feet in height and must be transparent, for example, chain link or metal picket fencing. The electrified portion may extend up to eight feet in height. Both fences must be placed as far back as site conditions allow to avoid being at the edge of an adjacent street or sidewalk.

h. The responsible person shall clearly identify an electric security fence with warning signs 30 square inches in size per IEC standards, posted at intervals less than 30 feet. Such warning signs must read "Warning – Electric Fence" and contain an imager or symbol (e.g. a lightning bolt) that allows non-English speaking individuals to understand that the fence is electrically charged.

i. The permitting process for electric security fences is governed and regulated in accordance with the City's construction and burglar alarm codes. A building permit is required for an electric fence exceeding seven feet in height.

j. Gates, bollards, or other features of an electric security fence must comply with the provisions in OMC 18.40.060.C.3 and provide emergency access in a manner acceptable to the Fire Marshal.

k. Electric security fences must comply with the City's design and landscape and screening standards as applicable. The responsible person shall submit plans to the Community Planning and Development Department for review and approval prior to fence installation.

Section 41. Amendment of OMC 18.40.060(H). Olympia Municipal Code Subsection 18.40.060(H) is hereby amended to read as follows:

H. Yards.

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

2. Yards/Setbacks.

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

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

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

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

      iii. Fences may project into the required yard area if they meet fence height requirements found in OMC 18.40.060(C).

      iv. Uncovered steps, porches, or patios, which are no more than ~~thirty (30)~~ inches above the adjacent grade may be placed within the required setback area.

      v. Air heating and cooling units 48-inches or less above grade are permitted within rear and side yard setbacks as long as location of the unit provides for access and maintenance per the building code.

      vi. Uncovered swimming pools, hot tubs, and satellite dish antennas may be placed in the rear or interior side yard setback area.

      vii. Signs in compliance with OMC 18.43.

      viii. Refer to each land use district for other allowed projections in required yards.

   c. No building construction nor projection is allowed within any utility, access, or public/private easement.

   d. The front yard setback for a flag lot must~~shall~~ be a minimum of ~~ten (10)~~ feet measured from the nearest parallel or nearly parallel lot line adjacent to the front facade of the dwelling.

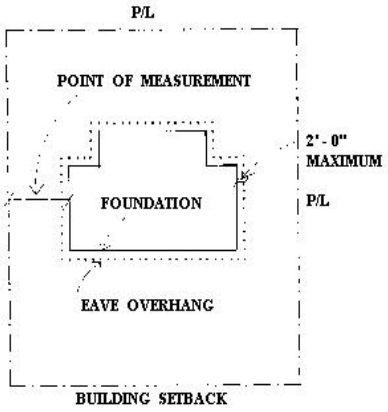


FIGURE 40-4

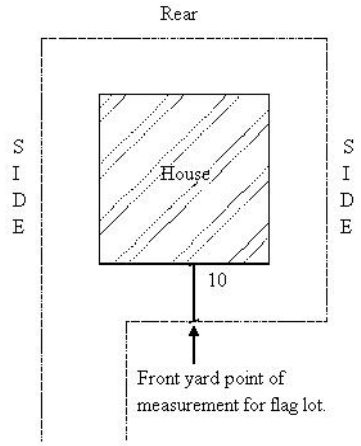


FIGURE 40-5

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

4. For retrofits of existing buildings to be used for residential housing:

   a. The portion of exterior wall assemblies that includes insulation must be allowed to project up to an additional eight inches into the setbacks on all sides;

   b. The building must be allowed to exceed the maximum allowable roof height by eight inches to accommodate additional insulation; and

   c. Gross floor area must be measured from the interior face of the exterior walls, which includes drywall, as typically depicted on the architectural floor plans; and

   d. For existing nonconforming buildings already projecting into setbacks, the portion of exterior wall assemblies that include insulation must be allowed to project up to an

additional eight inches into the setbacks on all sides if the building is to be used for residential housing; and

e. Nothing in this section prohibits the City from applying the requirements of the state building code or requires the City to allow a setback of less than 36 inches between residential dwelling units.

Section 42. Amendment of OMC 18.40.080(C). Olympia Municipal Code Subsection 18.40.080(C) is hereby amended to read as follows:

C. Emissions.

1. ~~Air Pollution must~~~~shall be controlled by the~~ The operator and/or proprietor of any land use or activity permitted by this title shall control Air Pollution. The ambient air quality standards specified in Regulation I of the Olympic Air Pollution Control Agency (OAPCA), ~~shall~~ apply to all air contaminants listed therein. See Chapter 173-60 regarding variances and exemptions.

2. Toxic Substances ~~shall~~ must be kept to concentrations not exceeding one-fiftieth (1/50) of interior standards by use of the best available control methods and technology in all phases of plant operation and handling of materials, and by an active commitment to good housekeeping practices. Toxic substances not listed in Regulation I of OAPCA, but released into the air ~~shall~~ must be limited in accordance with the most current publication entitled Threshold Limit Values, of the American Conference of Governmental Hygienists.

3. Liquid Wastes ~~shall~~ must be disposed of through local sanitary sewer systems only upon approval of affected sewer district authorities.

4. Liquid or solid wastes unacceptable to public sewer authorities ~~shall~~ must be disposed of on a regular basis in keeping with the best operating characteristics of the industry, and in compliance with the regulations and requirements of local, regional, state or federal agencies having jurisdiction in waste disposal and environmental health and safety.

5. Any operation producing intense heat or glare ~~shall~~ must be performed within an enclosure so as to completely obscure such operation from view from any point along the property line.

6. The use, storage, transportation, and disposal of all radioactive materials or devices ~~shall be~~is subject to the regulatory jurisdiction and control of the ~~Radiation Control Agency of the Washington State Department of Social and Health Services~~ Office of Radiation Protection of the Washington State Department of Health, or its successor agency~~as amended~~.

7. No use ~~shall~~ may cause earth vibrations, ~~or~~ concussions, or construction noise detectable without the aid of instruments beyond its lot lines, with the exception of the temporary vibration produced as a result of construction activity. Such ~~temporary~~ construction activity ~~shall be~~is restricted to the hours between 7:00 a.m. and 6:00 p.m.

Section 43. Amendment of OMC 18.40.080(I). Olympia Municipal Code Subsection 18.40.080(I) is hereby amended to read as follows:

I. Minimum Street Frontage.

1. Each lot, other than in townhouse, cottage, ~~and~~ or co-housing projects, ~~shall~~ must have a minimum of ~~thirty (~~30~~)~~ feet of frontage on a public or private street. With respect to binding site plans, this requirement ~~shall apply~~applies to the entirety of the binding site plan and not

to each individual site or lot. The Director may allow the street frontage to be reduced or eliminated to the minimum extent necessary to enable access to property where public street access is not feasible for such reasons, including ~~but not limited to,~~ physical site conditions or preexisting development or to protect environmentally Critical Areas. Where frontage is limited, preference is for some street frontage to be provided.

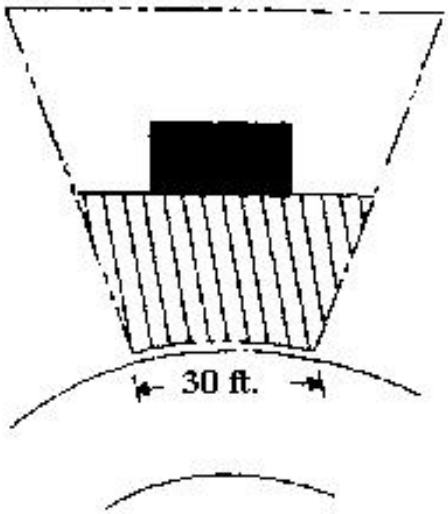


FIGURE 4-2

2. Subdivisions, short subdivisions, binding site plans, and lot line adjustments creating flag lots (with street frontages of less than ~~thirty (~~30~~)~~ feet) are subject to the following conditions:

   a. The project ~~shall~~ must be designed to minimize the creation of flag lots.

   b. Adjoining flag lots must~~shall~~ share a common driveway wherever possible.

   c. All driveways accessing flag lots ~~shall~~ must be designed to allow fire truck access to within ~~one hundred fifty (~~150~~)~~ feet of all exterior points of the building(s) on the lot(s), unless alternate forms of fire protection approved by the Chief of the Fire Department are provided, including but not limited to, sprinkler systems.

   d. The area of a flag lot which is less than ~~thirty (~~30~~)~~ feet in width ~~shall will~~is not ~~be~~ considered part of the minimum lot area required in Table 4.04.

Section 44. Amendment of OMC 18.43.040(B). Olympia Municipal Code Subsection 18.43.040(B) is hereby amended to read as follows:

B. No Permit Required. The following signs do not require a sign permit when sized and placed in conformance with this chapter:

   1. Signs erected by government agencies to implement public policy.

   2. Replacing only the face of an existing sign ~~shall will~~is not ~~be~~ considered as either a new sign or a structural alteration and does not require a permit.

   3. On-premise occupant name plates on residential dwelling units, provided size of name plates does not exceed three ~~(3)~~ square feet in area.

4. Changing of advertising on a legal changeable copy sign (readerboard).

5. Temporary non-commercial signs less than six ~~(6)~~ square feet in sign surface area on private property and installed less than four ~~(4)~~ feet above ground.

6. Normal maintenance of signs that does not change the appearance or size of the sign.

7. Real Estate Signs in conformance with this chapter (see 18.43.080) do not require a permit or Temporary Sign Agreement.

8. Temporary signs for which a Temporary Sign Agreement has been provided to the City.

9. Any signs required to be posted pursuant to the Olympia Municipal Code or any other local, State, or Federal law or regulation.

10. Any sign on a vehicle, unless such vehicle sign is prohibited pursuant to OMC 18.43.050.

11. Signs placed by the City in City parks or trails, or the Port of Olympia on port owned parks or trails property, in conformance with its standard practices and policies.

12. Signs painted directly on a building.

Section 45. Amendment of OMC 18.43.130, Table 43-8. Olympia Municipal Code Subsection 18.43.130, Table 43-8 is hereby amended to read as follows:

Table 43-8: Permanent Signs for Residential Uses in Residential Sign Zone

Permanent Signs – Residential Uses (Not Including Apartment Complexes)		
Home Occupation Businesses and Short-Term Rentals	Up to two ~~(2)~~ square feet, flush mounted near entrance	One ~~(1)~~ per licensed Home Occupation business or short-term rental only
Home Occupation Business abutting west side of 300 and 400 blocks of West Bay Drive NW	Up to five ~~(5)~~ square feet if flush mounted near entrance or up to five ~~(5)~~ square feet per side if freestanding	One ~~(1)~~ per licensed Home Occupation business only
Development Identification Signs	Freestanding Sign for Residential Subdivisions, up to 50 square feet (or 25 square feet per side).	One ~~(1)~~ per street frontage which has an entry to the development
Permanent Signs – Non-Residential Uses and Apartment/Multifamily Complexes		
Identification signs for non-residential uses	One ~~(1)~~ freestanding or building mounted sign per driveway access from a street. If freestanding, maximum height is four ~~(4)~~ ft.	• Academic schools – up to 100 sq. ft. maximum; • Other Uses: Up to 24 sq. ft. in size (12 sq. ft. per side if double-sided).
Secondary wall signs for non-residential uses	~~1~~ One per exterior public entrance to the building	Up to 12 square feet of sign area to identify the primary destination of the entrance (e.g.

Table 43-8: Permanent Signs for Residential Uses in Residential Sign Zone

Permanent Signs – Residential Uses (Not Including Apartment Complexes)		
		office, library, gymnasium sanctuary).
Identification Signs for Apartment/Multifamily Complexes	Building mounted sign (flush mounted only) or Freestanding sign. • Multi-family uses - up to 16 sq. ft. maximum; Double sided signs: 1/2 the max.	~~1~~ One per use. Except multi-family uses ~~in RM-18, RM-24 & RMH~~: ~~2~~ two signs are permitted where there are entrances off ~~2~~ two public rights-of- way.
Identification Signs for Individual Uses in Multiple Occupancy Buildings	Building mounted sign to be flush mounted only. • Academic schools – up to 100 sq. ft. maximum; • Multi-family uses - up to 16 sq. ft. maximum; • All other uses - 24 sq. ft. maximum. Double sided signs: 1/2 the max.	
Driveway Entrance/Exit Signs	Freestanding only. ~~5~~ Five square feet total (2.5 square feet per side if double sided)	~~1~~ One per driveway
Directional	18.43.070	
Public Service	18.43.070	

Section 46. Amendment of OMC 18.100.060. Olympia Municipal Code Section 18.100.060 is hereby amended to read as follows:

A. The following projects are subject to design review:

1. All residential uses in the Infill and Other Residential Design District and all commercial, mixed use, and large multifamily p~~P~~rojects within designated design review districts and corridors, as shown on the Official Design Review Map (See OMC 18.100.080);

2. Commercial projects adjacent to residential zones;

3. Commercial or residential projects for Heritage Register properties or those within an historic district;

4. Projects with a building area greater than 5,000 square feet that require a Conditional Use Permit in a residential zone;

5. Residential projects with ~~7~~ seven units or more;

6. Dwelling units on lots less than 5,000 square feet or on substandard lots;

7. Dwelling units proposed on lots within the area depicted on Figure 4-2a, "Areas Subject to Infill Regulations";

8. Master Planned Developments;

9. Manufactured housing parks;

10. All projects within scenic vistas as identified on the official maps of the City (See OMC 18.100.110); and,

~~12~~11. For the purpose of design review, projects within one of the Downtown Design Sub-Districts will be reviewed for consistency with the criteria in chapter 18.120 OMC only.

B. Exceptions: Evergreen Park PUD; interior work; projects or portions of projects which are not visible from a private or public street; and projects ~~which~~ that do not affect the character, use, or development of the surrounding properties, or the architectural character of the structure, such as fences, parking lots with ~~less~~ fewer than ~~twenty~~ (20) spaces, or minor repair or renovation of, or minor additions to, existing structures.

Section 47. Amendment of OMC 18.100.090. Olympia Municipal Code Section 18.100.090 is hereby amended to read as follows:

All projects subject to design review are reviewed either by the Design Review Board (DRB), the Joint Review Committee (JRC), or by staff as noted below. The DRB, JRC, or staff shall provide a recommendation to the review authority. The review authority must~~shall~~ give substantial weight to the recommendation of the DRB or JRC. (A project reviewed by the JRC is not also reviewed by the Heritage Review Committee.) For projects subject to Board level review (DRB or JRC), there is only one public meeting and it is for Concept Design Review at the time of Land Use Review. Detail Design Review will be conducted by staff at the time of building permit review. When land use is not required or is waived, all design review will be conducted by staff unless it is subject to review of the Joint Review Committee.

A. Projects subject to review by the Design Review Board or Joint Design Review Committee, as described in OMC 18.76.180:

1. Any proposed development project located within the following design districts:

   a. Downtown District; and,

   b. Residential Scale Design District.

2. Any proposed building development over 5,000 square feet in gross floor area, located within the following design districts and corridors:

   a. High Density Corridors;

   b. West Bay Drive District;

   c. Auto Mall District;

   d. Port Peninsula District;

   e. Freeway Corridor; and,

f. Design Review Corridors.

3. Any multifamily building with five units or more, any townhouse building with five units or more, and any multifamily development with 20 units or more.

4. All Master Planned Developments.

5. Projects with a building area greater than 5,000 square feet that require a Conditional Use Permit in a residential zone.

B. Projects subject to review by Staff:

1. Single family dwellings on lots within the area depicted on Figure 4-2a in chapter 18.04 OMC.

2. Minor additions or alterations to residential or commercial projects on a Heritage Register or within a Historic District.

3. Any proposed development of 5,000 square feet or less in gross floor area, and signs in the following design districts and corridors:

a. High Density Corridors;

b. West Bay Drive District;

c. Auto Mall District;

d. Port Peninsula District;

e. Freeway Corridor; and,

f. Design Review Corridors.

4. Duplexes, triplexes, or fourplexes and all apartment buildings with less than five units.

5. Any other project subject to design review not described in OMC 18.100.090(A) above.

Section 48. Amendment of OMC 18.100.100(C). Olympia Municipal Code Section 18.100.100(C) is hereby amended to read as follows:

C. Design Review Criteria Chapters. Design criteria are separated into chapters, depending on whether the development is commercial or residential, and the location or type of that development, as outlined below.

18.105 Historic Structures and Buildings within the Historic Districts. This ~~Chapter~~ chapter applies to structures listed on the Olympia Heritage Register, Washington Heritage Register, and the National Register of Historic Places, and all structures within a Historic District.

18.110 Basic Commercial Design Criteria. This chapter applies to all commercial projects throughout the City that require design review, in addition to the district-specific requirements found in the following chapters, as applicable. It also applies to projects with a building area greater than 5,000 square feet in gross floor area that require a Conditional Use Permit in a residential zone, to commercial projects adjacent to residential buildings, to commercial or

residential projects. The design districts are shown on the Official Design Review Districts and Corridors.

18.120 Downtown Design Criteria. This chapter applies to all commercial, mixed use, and residential projects that require design review that are located in one of the Downtown Design Sub-Districts. Projects will be reviewed for consistency with the criteria in Chapter 18.120 only.

18.130 Commercial Design Criteria - High Density Corridors. This chapter applies to all projects that require design review that are located in the HDC districts and abut a design review corridor (see Design Review map).

18.135 Commercial Design Criteria - Residential Scale District. This chapter applies to all projects that require design review that are located in the Residential Scale ~~District~~Corridor.

18.140 Commercial Design Criteria - Auto Oriented District. This chapter applies to all projects that require design review that are located in the Auto Oriented District.

18.145 Commercial Design Criteria - Freeway Corridor. This chapter applies to all projects that require design review that are located in the Freeway Corridor District.

18.155 Commercial Design Criteria - West Bay Drive District. This chapter applies to all projects that require design review that are located in the West Bay Drive District.

18.170 Residential Design Criteria. Design criteria contained in this chapter. (OMC 18.170.030 - 18.170.160) apply to all large multifamily residential buildings (i.e. those with seven or more dwelling units) not specifically governed by chapter 18.175 OMC, and any development with 20 dwelling units or more on a site throughout the City. Projects of this type and size are reviewed by the Design Review Board.

18.175 Residential Design Criteria - Infill and other residential. OMC 18.175.020 through OMC 18.175.060 of this chapter apply to all residential dwellings proposed on lots within the area depicted on Figure 4-2a in chapter 18.04 OMC; on lots less than 5000 square feet, or on substandard lots. OMC 18.175.080 and OMC 18.175.090 apply to accessory dwelling units ~~throughout the city~~in the infill regulations design district. OMC 18.175.100 applies to cottage development.

18.180 Residential Design Criteria - Manufactured home parks. This chapter applies only to manufactured home parks.

Section 49. Amendment of OMC 18.100.110(D). Olympia Municipal Code Subsection 18.100.110(D) is hereby amended to read as follows:

D. Time Limitations/Processing. Board level review will be combined with Land Use Review and will meet the timelines of the land use process~~Except in cases where the applicant agrees to an extension of time, the Design Review Board shall have a public meeting on an application for a major project within 30 days after an application is deemed complete~~ pursuant to chapter 18.70 OMC.

Section 50. Olympia Municipal Code. Copies of the Olympia Municipal Code are and must be retained on file with the office of the City Clerk.

Section 51. 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/or any references thereto.

Section 52. 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 remains unaffected.

Section 53. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 54. Effective Date. This Ordinance takes effect five days after passage and publication, as provided by law.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
_____
SENIOR DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING TITLE 17, SUBDIVISIONS, OF THE OLYMPIA MUNICIPAL CODE, RELATED TO LOT SPLITTING

WHEREAS, HB 1096, passed by the Legislature in the 2025 Legislative session, created new law requiring cities to allow for lot splits of residential lots, under certain specified conditions; passage of this legislation necessitates an update to Olympia's municipal code to allow for such lot splits where consistent with the newly enacted state law;

WHEREAS, on February 23, 2026, the City of Olympia Community Planning and Economic Development Department proposed multiple minor amendments to various chapters in the Olympia Municipal Code, including Title 17, Subdivisions, of the Olympia Municipal Code (OMC) (the Proposed Amendments); and

WHEREAS, Notice of Application for the Proposed Amendments was routed to all Recognized Neighborhood Associations within the City of Olympia and to the Council of Neighborhoods Association on February 23, 2026; and

WHEREAS, on February 23, 2026, the Proposed Amendments were sent to the Washington State Department of Commerce Growth Management Services with the Notice of Intent to Adopt Development Regulation amendments as required by RCW 36.70A.106 and no comments were received from state agencies during the comment period; and

WHEREAS, on March 2, 2026, the Olympia Planning Commission received a briefing on the Proposed Amendments; and

WHEREAS, on March 11, 2026, the City of Olympia issued a Determination of Non-Significance pursuant to the State Environmental Policy Act (SEPA) on the Proposed Amendments; and

WHEREAS, on March 25, 2026, notice of the public hearing for the Proposed Amendments was provided to all Recognized Neighborhood Associations with the City of Olympia pursuant to Chapter 18.70 OMC, Public Notification; and

WHEREAS, on March 25, 2026, notice of the public hearing for the Proposed Amendments was provided to all Parties of Record pursuant to Chapter 18.70 OMC, Public Notification; and

WHEREAS, on March 27, 2006, a legal notice was published in *The Olympian* newspaper regarding the date of the Olympia Planning Commission's public hearing on the Proposed Amendments; and

WHEREAS, on April 6, 2026, the Olympia Planning Commission received a briefing, held a public hearing, and deliberated the Proposed Amendments; and

WHEREAS, there were no written or oral public comments or testimony received on the Proposed Amendments; and

WHEREAS, following the public hearing and deliberations, on April 6, 2026, the Planning Commission provided to the City Council its recommendation to amend Title 17, Subdivisions, of the Olympia Municipal Code (OMC), as proposed; and

WHEREAS, the Proposed Amendments are consistent with the Olympia Comprehensive Plan and other chapters of Title 18 OMC; and

WHEREAS, the Proposed Amendments have been reviewed pursuant to the Rezones and Text Amendments process outlined in Chapter 18.70 OMC; and

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

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

Section 1. Addition of OMC 17.31. A new Chapter is added to Olympia Municipal Code. Chapter 17.31 is hereby added to read as follows:

Chapter 17.31 – Lot Splitting

Chapter Contents

17.31.010 Application Type and Process
17.31.020 Lot Splitting Definitions
17.31.030 Requirements

Section 17.31.010 – Application Type and Process

A. A lot split is a type of short subdivision under OMC 17.32 and is considered a Type II application under OMC 18.70. A lot split application may be reviewed concurrently with the review of a residential building permit to create new middle housing or single-family housing.

B. The application process for a residential lot to be split requires only an administrative decision, through which the application is reviewed, approved, or denied by the Director or Director's designee based on applicable clear and objective development standards, with no public hearings, nor any design review, if applicable, other than administrative design review.

Section 17.31.020 – Lot Splitting Definitions

For the purposes of this section, the following definitions apply unless the context clearly requires otherwise:

A. "Lot split" means the administrative process of dividing an existing lot into two lots for the purpose of sale, lease, or transfer of ownership.

B. "Lot split survey" means the final survey prepared for filing for record with the county auditor and containing all elements and requirements for a lot split under state law and any local regulations.

C. "Newly created lot" means a lot that was created by a lot split under this section.

D. "Parent lot" means a lot that is subjected to a lot split under this section.

Section 17.31.030 – Requirements

A. A new buildable residential lot and residential building permit or permits must be administratively approved and are not subject to administrative appeal if they comply with applicable development standards and the following conditions are met:

1. No more than one newly created lot is created through the administrative lot split;

2. Both the parent lot and the newly created lot meet the minimum lot size allowed under Title 18 OMC;

3. The parent lot was not created through the splitting of a residential lot authorized by this section;

4. The parent lot is located in a residential zone and not in an exclusively nonresidential zone including zones that are exclusively commercial, retail, agricultural, or industrial;

5. If the lot split would require demolition or alteration of any existing housing that would displace a renter, the applicant must recommend a displacement mitigation strategy that may include relocation assistance;

6. The City or other applicable sewer and water purveyors have issued certificates of availability to serve the newly created lot and dwelling units;

7. Access and utility rights are granted or conveyed as necessary on or before recording of the lot split survey to provide access for the maximum number of dwelling units that could be developed on the newly created lot, provided such access rights may be reduced consistent with the City's adopted codes, regulations, or design standards as applicable through review of a subsequent application for a building permit, short subdivision, unit lot subdivision, subdivision application, or short subdivision if less than the maximum number of dwelling units are built on the newly created lot;

8. The Director determines that the application follows all applicable development regulations; and

9. The lot split survey has been approved by the Director or designee and includes a condition on the face of the survey that further lot splits of the parent lot and newly created lot are not authorized by this section.

B. A proposed lot split may be conditioned upon dedication of right-of-way on the parent lot to the extent such dedication is required under applicable codes, regulations, and design standards for the development, short plat, or subdivision of the parent lot absent an administrative lot split.

C. Development of dwelling units on the newly created lot may be conditioned upon construction of frontage improvements to a right-of-way adjacent to either the parent lot or the newly created lot to the extent required under applicable codes, regulations, and design standards.

D. Any construction on the newly created lot is subject to all existing state and local laws and regulations, including those specified in this section. Nothing in this section modifies the requirements for approval of residential building permits in chapter **19.27** RCW.

E. The City may not impose a limit on the total number of dwelling units allowed on the parent lot or newly created lot that is less than the number of dwelling units allowed by the underlying zoning of the parent lot prior to the administrative lot split.

F. Notwithstanding the provisions of this section, lots that are not buildable according to the City's development regulations including critical areas, shorelines, stormwater, setbacks, impervious surface areas, and building coverage standards, are not eligible for a lot split under this section.

G. If a lot split results in a lot of a size that would allow for further land division, the lot is not eligible for a lot split, but may be divided under other applicable land subdivision processes.

H. The newly created lot must meet any City minimum density requirements.

I. The City is immune from any liability, loss, or other damage suffered by another that is related to the City's approval of a lot split under RCW 58.17 and this section, including if the lot split creates a lot that is later determined to not be buildable.

J. Parent lots and newly created lots approved under this section must have a lot split survey recorded with the Thurston County auditor with a notation that future lot splits are not allowed on the lot.

K. An application process or a residential lot to be split under this section is subject to the maximum time period for actions as set forth in OMC 18.70, unless extended pursuant to project-specific mutual agreement as permitted by RCW 36.70B.080.

Section 2. Olympia Municipal Code. Copies of the Olympia Municipal Code are and must be retained on file with the office of the City Clerk.

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

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

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

Section 6. Effective Date. This Ordinance takes effect five days after publication, as provided by law.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
_____
SENIOR DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING TITLE 16, BUILDINGS AND CONSTRUCTION OF THE OLYMPIA MUNICIPAL CODE, RELATED TO MISCELLANEOUS CODE AMENDMENTS

WHEREAS, City staff identified necessary minor corrections to certain sections of Title 16 of the Olympia Municipal Code for the clarification and updating of code language related to fire department access and fire alarm provisions; and

WHEREAS, on February 23, 2026, the City of Olympia Community Planning and Economic Development Department proposed multiple minor amendments to various chapters in the Olympia Municipal Code, including in Title 16, Buildings and Construction; and

WHEREAS, Notice of Application for the Proposed Amendments was routed to all Recognized Neighborhood Associations within the City of Olympia and to the Council of Neighborhoods Association on February 23, 2026; and

WHEREAS, on February 23, 2026, the Proposed Amendments were sent to the Washington State Department of Commerce Growth Management Services with the Notice of Intent to Adopt Development Regulation amendments as required by RCW 36.70A.106 and no comments were received from state agencies during the comment period; and

WHEREAS, on March 2, 2026, the Olympia Planning Commission received a briefing on the Proposed Amendments; and

WHEREAS, on March 11, 2026, the City of Olympia issued a Determination of Non-Significance pursuant to the State Environmental Policy Act (SEPA) on the Proposed Amendments; and

WHEREAS, on March 25, 2026, notice of the public hearing for the Proposed Amendments was provided to all Recognized Neighborhood Associations with the City of Olympia pursuant to Chapter 18.70 OMC, Public Notification; and

WHEREAS, on March 25, 2026, notice of the public hearing for the Proposed Amendments was provided to all Parties of Record pursuant to Chapter 18.70 OMC, Public Notification; and

WHEREAS, on March 27, 2006, a legal notice was published in *The Olympian* newspaper regarding the date of the Olympia Planning Commission's public hearing on the Proposed Amendments; and

WHEREAS, on April 6, 2026, the Olympia Planning Commission received a briefing, held a public hearing, and deliberated the Proposed Amendments; and

WHEREAS, there were no written or oral public comments or testimony received on the Proposed Amendments; and

WHEREAS, following the public hearing and deliberations, on April 6, 2026, the Planning Commission provided to the City Council its recommendation to amend multiple chapters including in Title 16, Buildings and Construction; of the Olympia Municipal Code (OMC), as proposed; and

WHEREAS, the Proposed Amendments are consistent with the Olympia Comprehensive Plan and other chapters of Title 18 OMC; and

WHEREAS, the Proposed Amendments have been reviewed pursuant to the Rezones and Text Amendments process outlined in Chapter 18.70 OMC; and

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

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

Section 1. Amendment of OMC 16.32.020. Olympia Municipal Code Chapter Section 16.32.020 is hereby amended to read as follows:

For the purposes of this chapter:

A. Corporation Counsel. Whenever "corporation counsel" is used in the International Fire Code, it means the city attorney of the city of Olympia.

B. Jurisdiction. Whenever "jurisdiction" is used in the International Fire Code, it means the city of Olympia.

~~C. For the purpose of this chapter, whenever the term "bulk storage" is used in the International Fire Code, it means a single or multiple container exceeding 124 gallons (472.3L) water capacity.~~

Section 2. Amendment of OMC 16.32.050(A). Olympia Municipal Code Subsection 16.32.050 is hereby amended to read as follows:

A. Every building hereafter constructed ~~shall~~ must be accessible to fire department apparatus by way of access roadways constructed to the standards contained in the Development Guidelines and Public Works Standards adopted by reference in this code, and capable of supporting the imposed loads of fire apparatus and having a minimum of 13' 6" of vertical clearance. All required roadways in excess of 150' that dead end ~~shall~~ must have a turnaround area with a minimum inside radius of 30' with a minimum of 20' unobstructed roadway measured from any point on the perimeter. In addition, all required access roadway grades ~~shall~~ must conform to the following:

1. Positive transition grades ~~shall~~ must be no greater than ~~ten~~ 10 percent in 20' measured at any point. Steeper grades in 20' behind the sidewalk may be allowed if profiles are submitted to the engineering and fire departments for approval, including a design grade that will allow clearance for fire apparatus.

2. Negative transition grades ~~shall~~ may be no greater than eight percent for a distance of 12'. Steeper grades in 12' behind the sidewalk may be allowed if profiles are submitted to the engineering and fire departments for approval, indicating a clearance for fire apparatus.

3. Roadway and driveway surfaces ~~shall~~ must be all weather (one layer of asphalt over approved base per City of Olympia Engineering Design Standards) prior to the commencement of vertical combustible construction.

~~Exception: When there are not more than two group R, Division 3 or M occupancies, as defined in the building code, the requirement of this section may be modified when, in the opinion of the chief, firefighting or rescue operations would not be impaired.~~

B. The required width of access roadways ~~shall~~ may not be obstructed in any manner, including parking vehicles, NO PARKING/FIRE LANE signs, and/or other appropriate notice prohibiting obstructions may be required and ~~shall~~ must be maintained.

C. The access roadway ~~shall~~ must be extended to within 150~~'~~ feet of all portions of the exterior walls of the first story of any building. Where the access roadway cannot be provided, approved fire protection system or systems ~~shall~~ must be provided as required and approved by the chief.

D. Where fire protection systems approved by the chief are provided, the clearances required in this section may be modified.

E. The chief ~~shall have the authority to~~may require an increase in the minimum access widths where such width is not adequate for fire or rescue operations.

F. Access width requirements:

1. ~~Twenty (~~20~~)~~ feet:

a. All commercial development - no exceptions.

b. Three or more single family.

c. More than two duplexes.

d. Apartment buildings.

2. ~~Fifteen (~~15~~)~~ feet:

a. Two or fewer single family or two duplexes.

3. ~~Twelve (~~12~~)~~ feet:

a. Under certain conditions, the Olympia Fire Department, at its discretion, ~~will~~ may allow a reduction in access.

4. Turn-around required:

a. When required:

i. Three single family dwellings or more.

ii. Three duplex structures or more.

iii. Apartment buildings.

b. ~~Thirty~~30 -foot inside radius with 20-foot minimum width for streets/driveways in excess of 150 feet.

Where their standards cannot be met due to impracticality, the Fire Chief may allow fixed fire protective systems to substitute for required roadways and turn-arounds.

Section 3. Amendment of OMC 16.32.053. Olympia Municipal Code Section 16.32.053 is hereby amended to read as follows:

Section 16.32.053 – Chapter 9, ~~Section 904 Amended~~Commercial Type Hoods

Section 4. Amendment of OMC 16.32.090. Olympia Municipal Code Subsection 16.32.090 is hereby amended to read as follows:

The following sections of the current adopted International Fire Code are not a part of the Olympia fire code: ~~are deleted from the International Fire Code, 2016 Edition, and shall not be considered part of the Olympia fire code:~~ Appendix A; Appendix C; ~~Appendix D907.3;~~ Appendix J.

Section 5. Amendment of OMC 16.44.060. Olympia Municipal Code Subsection 16.44.060 is hereby amended to read as follows:

A. Design. All fire alarm plans submitted for approval ~~shall~~ must bear the designer's valid Washington State Low Voltage Specialty Electrical Contractor's License number or ~~shall~~ must be stamped by a registered fire protection or electrical engineer.

B. Plans. All digital fire alarm system plans ~~shall~~ must be submitted to the city for review and ~~shall~~ must be approved prior to a permit being issued. Digital plans showing the location of all alarm equipment and detailed specifications on each type of device in the system ~~shall~~ must be included and consist of the following:

1. Floor layout showing all rooms and spaces including accurate measurements.

2. Identification of each room or space, i.e., office, lobby, attic, etc.

3. Details of ceiling height and construction type.

4. Location of each system component using the appropriate symbol.

5. Explanatory notes and legend to lend clarity to the plan and identify the manufacturer and model number of each alarm component used.

6. A wiring schematic clarifying type and size of wiring, which must comply with NFPA 70, and a point to point wiring diagram.

7. A copy of the technical specifications, to include battery calculations, for each component used in the makeup of the automatic fire alarm system. If the components are not all from the same manufacturer, UL cross listing compatibility cards are required.

8. Battery and voltage drop calculations.

9. Plans ~~shall~~ must be submitted to the City of Olympia for review and approval prior to commencement of work.

10. ~~Submit d~~Digital plans and component specifications. Plans must show locations and type of each device in the system. Said plans ~~shall~~ must include accurate measurements.

11. A plan check fee calculated under OMC Section 4.36.010 ~~shall~~ must be paid to the City of Olympia at time of submittal of plans.

12. When a system is installed with automatic detection, such detection ~~shall~~ must be provided in all rooms and areas including concealed spaces and attics. Attic spaces, above ceiling spaces, and outside storage units on apartment buildings ~~shall~~ must have fixed temperature detection. Automatic detection ~~shall~~ must include the attic space of NFPA 13R sprinkled

structures. Exception: Buildings protected by an approved NFPA 13 fire sprinkler system, automatic detection is not required in attic space.

13. All components ~~shall~~ must be low voltage direct current and compatible with the remainder of the system.

14. All components and wiring ~~shall~~ must be supervised for defective devices, grounds, or breaks including annunciator, Emergency Responder Radio Coverage systems and Smoke Control systems if provided.

15. All components ~~shall~~ must be listed by a national testing agency for the use intended.

16. All systems ~~shall~~ must be provided with battery backup and battery charger.

17. All systems ~~shall~~ must have a monitoring, maintenance, and testing contract, to become effective on the date of final acceptance. No final approvals will be scheduled until such contracts are received by the Olympia Fire Department.

18. All systems ~~shall~~ must have the fire alarm control panel be readily visible for arriving personnel or be provided with a remote annunciator. Such equipment ~~shall~~ must be located so as to be protected from exposure to the elements.

19. All systems which are required to be extended to an alarm receiving agency ~~shall~~ must transmit system trouble signals of any kind as well as alarms~~, including but not limited to~~: phone line supervision, battery trouble, and line supervision. They ~~shall~~ must transmit fire condition over trouble if the trouble is of such nature that it does not disable the entire system. The alarm receiving agency ~~shall~~ must be U.L., F.M., or NFPA listed for commercial fire.

20. All systems ~~shall~~ must have local audible trouble and audio/visual alarm signal devices. Audio/visual devices ~~shall~~ must be sufficient in number and type to provide a minimum of 60 db in the most remote area. In commercial structures, audibility ~~shall~~must be a minimum of 15 db over the ambient noise level of the area served. When the control panel is located remote to occupied areas, it ~~shall~~must, in addition to the panel trouble device, be provided with a remote trouble audible device in an area which is normally occupied. This device ~~shall~~must be labeled "Fire Alarm System Trouble."

21. ~~Manual fire alarm stations shall be located within 5 feet of all required exits on each floor level and from the structure.~~ Manual fire alarm stations in sprinklered buildings may be reduced to one in the sprinkler riser room and one in a constantly monitored location.

22. All alarm systems installed in a sprinklered structure ~~shall~~must include a zone for master water flow and ~~shall~~must supervise all sprinkler controlling valves. When a structure is provided with a zoned sprinkler system, the alarm ~~shall~~must be zoned in accordance with the sprinkler coverage zones.

23. All systems ~~shall~~must be inspected and tested thoroughly by the installer who shall submit a record of completion. Failure of a system to meet NFPA72 performance standards and standards found in this Chapter ~~shall be~~is a basis for additional inspection fees after the second final inspection.

24. All systems final acceptance is subject to wiring inspection (by electrical inspector), supervisory tests, and proper functioning of all components. No Certificate of Occupancy ~~shall~~ may be granted for the structure until satisfactory acceptance tests are accomplished.

25. Apartment buildings and townhomes ~~shall~~must have a single station smoke/carbon monoxide alarm in every unit and strobe centrally located in accessible units. There ~~shall~~must be a low frequency sounder in every sleep room with exception of studio apartment units.

26. ~~Smoke detectors shall be placed in all corridors and rooms which are intervening exit pathways.~~Corridor smoke detection is not required in Group R occupancies protected throughout with an NFPA 13 automatic sprinkler system equipped with quick-response heads. Sprinkler waterflow must serve as the required initiating device. Smoke detection must be provided only where required for specific system functions such as elevator recall, fire alarm control equipment rooms, mechanical rooms, and other hazard rooms. The Fire Chief or Fire Code Official is authorized to require corridor smoke detection where unique hazards, building configuration, or operational considerations create a demonstrated need for additional early warning not otherwise provided by the automatic sprinkler system.

27. A smoke detector ~~shall~~must be provided within six feet of fire alarm panel and other fire alarm control equipment which are in unattended locations.

C. Alterations and/or additions to existing systems must comply with the requirements of B above.

D. A maintenance testing agreement, signed by the building owner, ~~shall~~ must be on record with the fire department prior to scheduling of final acceptance test.

E. Plan ~~Check~~ Review Fee. At the time of submittal of plans, the applicant shall pay ~~A~~ a Plan Review ~~fee~~ Fee equal to 65 percent of the ~~permit~~ Permit ~~f~~Fee ~~shall be forfeited to the city at the time of submittal of plans~~; the Plan Review Fee is in addition to the Permit Fee.

F. Permit Fee. Following plan approval, the applicant shall pay ~~A~~ a ~~fee~~ Permit Fee as set forth in~~equal to~~ OMC 4.36.010(H)(1), Fee Table – Building Permit Fees, with regional modifiers.

G. Reinspection Fees. A $175.00 reinspection fee ~~shall~~ will be assessed and is due and owing when an inspector is requested to make an inspection or witness a test on a fire alarm or sprinkler system, and upon arrival finds the work is not ready for inspection, or the test fails.

The chief of the fire department or the chief of the fire department's designee may, in writing, suspend or revoke any permit issued pursuant to this section whenever the chief finds that the permit was issued on the basis of error, deception, or fraud on the part of the applicant or upon discovery of a violation of any of the applicable codes or ordinances of the city including the provisions of this article, or work conducted outside of 180 days from the permitted date without an approved permit extension.

Section 6. Olympia Municipal Code. Copies of the Olympia Municipal Code are and must be retained on file with the office of the City Clerk.

Section 7. 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/or any references thereto.

Section 8. 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 remains unaffected.

Section 9. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 10. Effective Date. This Ordinance takes effect five days after publication as provided by law.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
_____
SENIOR DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING TITLE 10, VEHICLES AND TRAFFIC, OF THE OLYMPIA MUNICIPAL CODE, RELATED TO MISCELLANEOUS CODE AMENDMENTS

WHEREAS, on February 23, 2026, the City of Olympia Community Planning and Economic Development Department proposed multiple minor amendments to various chapters of the Olympia Municipal Code, including in Title 10, Vehicles and Traffic (the Proposed Amendments); and

WHEREAS, Notice of Application for the Proposed Amendments was routed to all Recognized Neighborhood Associations within the City of Olympia and to the Council of Neighborhoods Association on February 23, 2026; and

WHEREAS, on February 23, 2026, the Proposed Amendments were sent to the Washington State Department of Commerce Growth Management Services with the Notice of Intent to Adopt Development Regulation amendments as required by RCW 36.70A.106 and no comments were received from state agencies during the comment period; and

WHEREAS, on March 2, 2026, the Olympia Planning Commission received a briefing on the Proposed Amendments; and

WHEREAS, on March 11, 2026, the City of Olympia issued a Determination of Non-Significance pursuant to the State Environmental Policy Act (SEPA) on the Proposed Amendments; and

WHEREAS, on March 25, 2026, notice of the public hearing for the Proposed Amendments was provided to all Recognized Neighborhood Associations with the City of Olympia pursuant to Chapter 18.70 OMC, Public Notification; and

WHEREAS, on March 25, 2026, notice of the public hearing for the Proposed Amendments was provided to all Parties of Record pursuant to Chapter 18.70 OMC, Public Notification; and

WHEREAS, on March 27, 2006, a legal notice was published in *The Olympian* newspaper regarding the date of the Olympia Planning Commission's public hearing on the Proposed Amendments; and

WHEREAS, on April 6, 2026, the Olympia Planning Commission received a briefing, held a public hearing, and deliberated the Proposed Amendments; and

WHEREAS, there were no written or oral public comments or testimony received on the Proposed Amendments; and

WHEREAS, following the public hearing and deliberations, on April 6, 2026, the Planning Commission provided to the City Council its recommendation to amend multiple chapters in the Olympia Municipal Code (OMC), including in Title 10, Vehicles and Traffic; and

WHEREAS, the Proposed Amendments are consistent with the Olympia Comprehensive Plan and other chapters of Title 18 OMC; and

WHEREAS, the Proposed Amendments have been reviewed pursuant to the Rezones and Text Amendments process outlined in Chapter 18.70 OMC; and

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

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

Section 1. Amendment of OMC 10.18.010. Olympia Municipal Code Subsection 10.18.010 is hereby amended to read as follows:

10.18.010 Definitions

For purposes of this chapter, the following terms ~~shall be~~are defined as follows, unless a different meaning is expressly provided:

A. "Commercial vehicle" includes any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire.

B. "Residential area" means those areas of the city zoned ~~R1, R2, or RMH~~ primarily for residential uses pursuant to Title 18 of this code.

C. "Trailer" includes every vehicle without motor power designed for being drawn by or used in conjunction with a motor vehicle, constructed so that no appreciable part of its weight rests upon or is carried by such motor vehicle; provided that the term ~~shall~~ does not include recreational vehicles such as travel trailers.

D. "Truck" includes any motor vehicle designed primarily for the transportation of property.

Section 2. Olympia Municipal Code. Copies of the Olympia Municipal Code are and must be retained on file with the office of the City Clerk.

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

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

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

Section 6. Effective Date. This Ordinance takes effect five days after passage and publication, as provided by law.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
_____
DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON IMPLEMENTING THE REQUIREMENTS OF SENATE BILL 5258 FOR IMPACT FEES; AMENDING OLYMPIA MUNICIPAL CODE SECTIONS 15.04.020, 15.04.040, 15.08.010, AND 15.16.010, RELATING TO IMPACT FEES TO ENSURE CONSISTENCY WITH STATE LAW

WHEREAS, in 2023, the Washington State Legislature passed Senate Bill 5258, amending RCW 82.02.060(1) to require cities to set impact fees based on "the square footage, number bedrooms, or trips generated" in the housing unit in order to produce a proportionally lower impact fee for smaller housing units and that such proportional fees be in effect six months after the City's next periodic comprehensive plan update; and

WHEREAS, the changes adopted in SB 5258 necessitate updates to Olympia Municipal Code (OMC) to ensure consistency; and

WHEREAS, the City adopted the Comprehensive Plan update by Ordinance 7453 on December 16, 2025 and took effect on January 1, 2026; and

WHEREAS, the City Council determined at their Council meeting held on June 2, 2026, that the methodology to set park impact fee rates should be based on residential unit square footage; and

WHEREAS, this Ordinance is adopted pursuant to Article 11, Section 11, of the Washington Constitution;

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

Section 1. Amendment of OMC 15.04.020. Olympia Municipal Code Section 15.04.020 is hereby amended to read as follows:

15.04.020 Definitions

The following words and terms have the following meanings for the purposes of this title, unless the context clearly requires otherwise. Terms ~~otherwise~~ not defined ~~herein~~ in this section are defined pursuant to RCW 82.02.090 or given their usual and customary meaning.

A. "Accessory Dwelling Unit" means ~~a dwelling unit that has been added onto, created within, or separated from a single-family detached dwelling for use as a complete independent living unit with provisions for cooking, eating, sanitation, and sleeping~~a dwelling unit located on the same lot as a principal unit (as defined in OMC 18.02.180(P)). ADUs can be attached to, within, or detached from the principal unit.

B. "Building Permit" means an official document or certification which is issued by the Building Official and which authorizes the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, demolition, moving, or repair of a building or structure.

C. "Capital Facilities" means the facilities or improvements included in a capital budget or capital facilities plan.

D. "Capital Facilities Plan" means the capital facilities plan element of a comprehensive plan adopted by the City of Olympia pursuant to chapter 36.70A RCW, and such plan as amended.

E. "City" means the City of Olympia.

F. "Council" means the City Council of the City of Olympia.

G. "Concurrent" or "Concurrency" means that the improvements are in place at the time the impacts of development occur, or that the necessary financial commitments are in place, which include the impact fees anticipated to be generated by the development, to complete the improvements necessary to meet the specified standards of service defined in the Parks Study, the Transportation Study, the Olympia School District Schools Study, and the North Thurston School District Capital Facilities Plan within 10 years of the time the impacts of development occur.

H. "Department" means the Department of Community Planning and Economic Development.

I. "Development Activity" means any construction, expansion, or change in the use of a building or structure that creates additional demand and need for public facilities.

J. "Development Approval" means any written authorization from the City of Olympia which authorizes the commencement of a development activity.

K. "Director" means the Director of the Department of Community Planning and Economic Development or the Director's designee.

L. "Downtown" means all properties located within the downtown area, which is currently bounded by: Budd Inlet on the north; Budd Inlet and Capitol Lake on the west; along 14th Avenue extending between Capitol Lake and Capitol Way, then east on 14th Avenue extending to Interstate 5 on the south; Eastside Street on the east; and along Olympia Avenue in a westerly direction reconnecting with the Budd Inlet on the north, including properties owned by the Port of Olympia, as shown in Figure 15-04-1.

M. "Dwelling Unit" means ~~a single unit providing complete and independent living facilities for one or more persons, including permanent facilities for living, sleeping, eating, cooking, and sanitation needs~~a residential living unit that independently provides complete living facilities for one or more persons and that includes permanent provisions for living, sleeping, eating, cooking, and sanitation.

N. "Encumbered" means to reserve, set aside, or otherwise earmark the impact fees in order to pay for commitments, contractual obligations, or other liabilities incurred for public facilities.

O. "Feepayer" is a person, collection of persons, corporation, partnership, an incorporated association, or any other similar entity, or department or bureau of any governmental entity or municipal corporation commencing a land development activity which creates the demand for additional capital facilities, and which requires the issuance of a building permit. "Feepayer" includes an applicant for an impact fee credit.

P. "Gross Floor Area" or "GFA" means the total square footage of any building, structure, or use, including accessory uses.

Q. "Gross Leasable Area" or "GLA" means the total square footage of leasable space in any building, structure, or use, including accessory uses. This does not include common spaces like lobbies, elevator shafts, stairwells, etc.

R. "Hearing Examiner" means the Examiner who acts on behalf of the Council in considering and applying land use regulatory codes as provided under chapter 18.82 OMC. Where appropriate, "Hearing Examiner" also refers to the office of the hearing examiner.

S. "High Density Corridor" or "HDC" only includes HDC-1, HDC-2, HDC-3 land use zoning areas and has the same meaning as set forth in OMC 18.06.020(B)(10), (11), and (12).

T. "Impact fee" means a payment of money imposed by the City of Olympia on development activity pursuant to this title as a condition of granting development approval in order to pay for the public facilities needed to serve new growth and development. "Impact fee" does not include a reasonable permit fee, an application fee, the administrative fee for collecting and handling school impact fees, the cost of reviewing independent fee calculations, or the fee for deferring payment of impact fees.

U. "Impact Fee Account" or "Account" means the account(s) established for each type of public facility for which impact fees are collected. The Accounts are established pursuant to OMC 15.04.100 and OMC 15.04.110 and must comply with the requirements of RCW 82.02.070.

V. "Alternative and Independent Fee Calculation" means the park impact calculation, the school impact calculation, the transportation impact calculation, or economic documentation prepared by a feepayer, to support the assessment of an impact fee other than by the use of schedules in chapter 15.16 OMC, or the calculations prepared by the Director or the Olympia School District or the North Thurston School District where none of the fee categories or fee amounts in the schedules in chapter 15.16 OMC accurately describe or capture the impacts of the new development on public facilities.

W. "Interest" means the average interest rate earned by the City of Olympia, or the Olympia School District, or the North Thurston School District with respect to school fees, in the last fiscal year, if not otherwise defined.

X. "Interlocal Agreement" or "Agreement" means the school interlocal agreement by and between the City of Olympia and the Olympia School District and the school interlocal agreement by and between the City of Olympia and the North Thurston School District, as authorized in OMC 15.04.110 herein.

Y. "Living Space" means the total square footage of a ~~residential~~ dwelling unit, excluding garages and accessory structures.

~~Y~~Z. "Low-income housing" means housing for which the ~~with a~~ monthly housing expense of the occupant(s), ~~that~~ is no greater than thirty percent of eighty percent of the median family income, adjusted for family size, for ~~the county where the project is located~~Thurston County, as reported by the United States department of housing and urban development.

~~Z~~AA. "North Thurston School District" means the North Thurston School District No. 3.

~~AA~~BB. "North Thurston School District Capital Facilities Plan" means the North Thurston School District No. 3's capital facilities plan, as the same may be amended or updated.

~~BB~~CC. "Occupancy Permit" means the permit issued by the City of Olympia where a development activity results in a change in use of a pre-existing structure.

~~CC~~DD. "Olympia School District" means the Olympia School District No. 111, Thurston County, Washington.

~~DD~~EE. "Open Space" means for the purposes of this title undeveloped public land that is permanently protected from development (except for the development of trails or other passive public access or use).

~~EE~~FF. "Owner" means the owner of record of real property, or a person with an unrestricted written option to purchase property; provided that, if the real property is being purchased under a recorded real estate contract, the purchaser is considered the owner of the real property.

~~FF~~GG. "Parks" means parks, open space, and recreational facilities, including ball fields, golf courses, athletic fields, soccer fields, swimming pools, tennis courts, volleyball courts, neighborhood parks, community parks, special use parks, trails, and open space.

~~GG~~HH. "Parks Study" means the City of Olympia Park Impact Fee Study dated October 2022, and as amended.

~~HH~~II. "Planned Residential Development" or "PRD" has the same meaning as set forth in chapter 18.56 OMC.

~~II~~JJ. "Project Improvements" means site improvements and facilities that are planned and designed to provide service for a particular development or users of the project and are not system improvements. No improvement or facility included in a capital facilities plan adopted by the Council may be considered a project improvement.

~~JJ~~KK. "Proportionate share" means that portion of the cost of public facility improvements and facilities that are reasonably related to the service demands and needs of new development. The proportionate share will be calculated by the methods required by RCW 82.02.060, and as set forth in the Park Rate Study.

~~JJ~~LL. "Public Facilities" means the following capital facilities owned or operated by the City of Olympia or other governmental entities: (1) publicly owned parks, open space, and recreational facilities; (2) public streets and roads; and (3) public school facilities.

~~KK~~MM. "Residential" or "Residential Development" means all types of construction intended for human habitation. This includes single-family, duplex, triplex, and other multifamily development.

~~LL~~NN. "Olympia School District Schools Study" means the "Olympia School District - Rate Study for Impact Fees for School Facilities, 1994," and as amended.

~~MM~~OO. "Senior Housing Development" means a residential development of 10 units or more that is occupied exclusively by residents 55 years of age or older. In order to qualify for the "Senior Development" impact fee rate, a restrictive covenant is required to be placed on the deed limiting the development to residents 55 years of age or older.

~~NN~~PP. "Single Room Occupancy ~~Dwelling~~Unit" means a housing type consisting of one room, with private or shared bathroom facilities and cooking facilities that are either in the room or shared.

~~OO~~QQ. "Square Footage" means the square footage of the gross floor area of the development.

~~PP~~RR. "State" means the State of Washington.

~~QQ~~SS. "System Improvement" means a public facility that is included in the City of Olympia's capital facilities plan, the Olympia School Study, or the North Thurston School District Capital Facilities Plan and that ~~are~~ is

designed to provide service to service areas within the community at large, in contrast to project improvements.

~~RR~~TT. "Transportation Study" means the City of Olympia Multimodal Transportation Impact Fee Rate Study dated October 2020, and as amended.

Section 2. Amendment of OMC 15.04.040. Olympia Municipal Code Section 15.04.040 is hereby amended to read as follows:

15.04.040 Assessment of impact fees

A. The City shall impose and collect impact fees, based on the schedules in chapter 15.16 OMC, or an alternate fee calculation as provided for in OMC 15.04.050, and the applicable interlocal agreements pursuant to OMC 15.04.110, from any applicant seeking development approval from the City for any development activity within the City, where such development activity requires the issuance of a building or occupancy permit. This includes the development of residential, commercial, retail, office, and industrial land, and includes the expansion of existing uses that creates a demand for additional public facilities, as well as a change in existing use that creates a demand for additional public facilities. Per RCW 36.70A, for each category of impact fees, the impact fees imposed on Accessory Dwelling Units may not exceed 50 percent of those assessed for a single-family residence or principal unit on the same lot.

B. The Director shall determine whether a particular development activity is subject to impact fees under this chapter. The Director shall make such determination in writing and such determination is subject to appeal under the procedures set forth in OMC 18.70.170.

C. The following development activities are not subject to some or all impact fees:

1. Alteration of an existing nonresidential structure that does not expand the usable space or add any residential units is not subject to transportation, park, or school impact fees.

2. Miscellaneous improvement, including fences, walls, swimming pools, mining, dredging, filling, grading, paving, excavation or drilling operations, and signs is not subject to transportation, park, or school impact fees.

3. Demolition or moving of a structure is not subject to transportation, park, or school impact fees.

4. Expansion of an existing structure that results in the addition of 120 square feet or less of gross floor area, or in the case of park impact fee calculation, living space, is not subject to transportation, park, or school impact fees.

5. Replacement of a structure with a new structure of the same size and use at the same site or lot when such replacement occurs within 72 months of the demolition or destruction of the prior structure is not subject to transportation, park, or school impact fees. Replacement of a structure with a new structure of the same size must be interpreted to include any structure for which the gross square footage of the building will not be increased by more than 120 square feet. However, any additional residential unit that is created in the replacement is subject to park, transportation, and school impact fees, and any additional gross floor area greater than 120 square feet added in the replacement is subject to transportation impact fees.

6. The creation of an accessory dwelling unit is not subject to school impact fees.

7. A single room occupancy dwelling is not subject to school impact fees.

8. A change in use where the increase in trip generation is less than the threshold stated in OMC 15.04.040(E) is not subject to transportation impact fees.

9. Expansion of an existing residential structure that does not increase the number of residential units is not subject to school impact fees.

D. Applicants seeking development approval from the City for residential developments where the property is located outside the boundaries of the Olympia School District are not required to pay the school impact fee set forth in OMC 15.16.030. Applicants seeking development approval from the City for residential developments where the property is located outside the boundaries of the North Thurston School District are not required to pay the school impact fee set forth in OMC 15.16.030.

E. Where a change in use triggers review under the State Environmental Policy Act or increases the trip generation by more than five percent or 10 peak hour person trips, whichever is less, the Director shall calculate a transportation impact fee based on the increases in the trip generation rate.

F. The Director shall assess impact fees at the time the complete building permit application is submitted for each unit in the development, using either the impact fee schedules then in effect or an independent fee calculation, at the election of the applicant and pursuant to the requirements set forth in OMC 15.04.050.

G. An applicant that has been awarded credits prior to the submittal of the complete building permit application pursuant to OMC 15.04.070, shall submit, along with the complete building permit application, a copy of the letter or certificate prepared by the Director pursuant to OMC 15.04.070 setting forth the dollar amount of the credit awarded. Impact fees, as determined after the application of appropriate credits, are collected from the feepayer at the time the building permit is issued or prior to final building inspection as set forth in subsection (H) of this section.

H. Where the impact fees imposed are determined by the square footage of the development, the impact fee is based on the size and type of structure proposed to be constructed on the property. If the final square footage of the development is in excess of the initial square footage set forth in the building permit, any difference will be adjusted at the time that a certificate of occupancy is issued or the time that the building is occupied, using the rate schedule in effect at the time of permit application.

I. Except as provided in subsection (J) of this section, the Department shall not issue a building permit unless and until the impact fees required by this chapter, less any permitted exemptions, credits, or deductions, have been paid.

J. Impact fee payments may be deferred until prior to the City conducting a final building inspection. An applicant or legal owner of the property upon which the development activity allowed by the building permit is to occur must sign an Impact Fee Deferral Agreement in a form acceptable to the city attorney. The applicant shall pay a $50 administrative fee, along with fees necessary for recording the agreement in the office of the Thurston County Auditor.

K. In the event that the fees are not paid within the time provided in this section, the City may institute foreclosure proceedings under the process set forth in chapter 61.12 RCW, except as revised herein. The then-present owner shall also pay the City's reasonable attorney fees and costs incurred in the foreclosure process. Notwithstanding the foregoing, the City may not commence foreclosure proceedings less than 30 calendar days

prior to providing written notification to the then-present owner of the property via certified mail with return receipt requested advising of its intent to commence foreclosure proceedings. If the then-present owner cures the default within the 30-day cure period, no attorney fees or costs will be owed. In addition, the City retains its full authority to withhold inspections and to suspend, revoke, or refuse to issue occupancy and other building permits and to commence enforcement actions due to non-payment of impact fees.

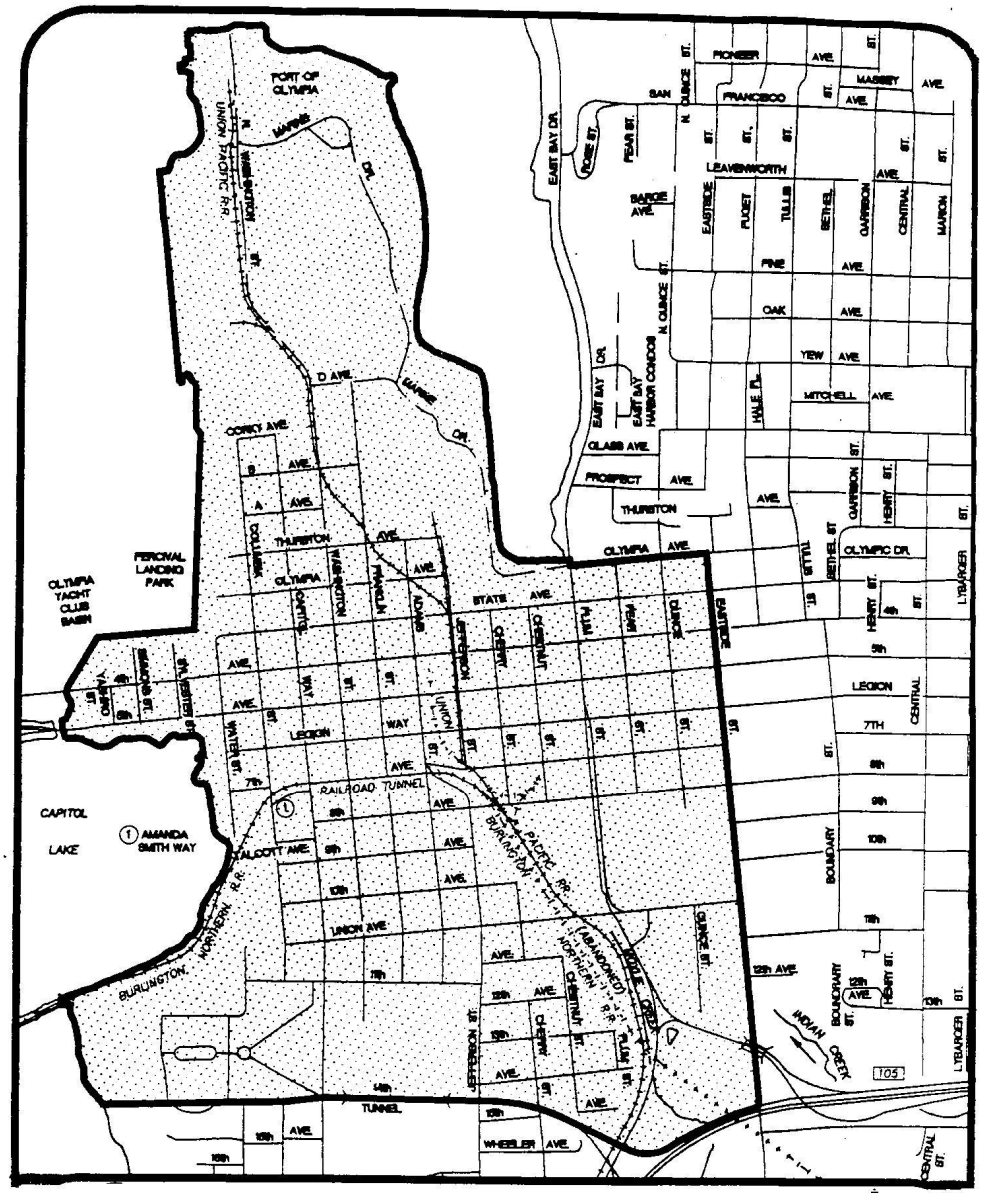


FIGURE 15-04-1

Downtown Deferred Impact Fee Payment Option Area

(Grey Shaded Area Only)

Note: This map is for illustrative purposes only.

For exact description of area, see Section 15.04.020 Definitions.

Section 3. Amendment of OMC 15.08.010. Olympia Municipal Code Section 15.08.010 is hereby amended to read as follows:

15.08.010 Park impact fee

A. The park impact fee set forth in Schedule A (Section 15.16.010), attached to this title, is generated from the formula for calculating impact fees set forth in RCW 82.02.060 and the Parks Study, which is incorporated ~~herein~~ into this title by reference. Except as otherwise provided in Sections 15.04.050, 15.04.060, and 15.04.070, all new residential developments in the City will be charged the park impact fee in Schedule A (Section 15.16.010).

B. The park impact fees in Schedule A will be reviewed annually to consider adjustments to the fees to account for increased costs of labor, construction materials and real property. The City Council intends that such review should occur concurrently with the annual review of the Capital Facilities Plan element of the City's Comprehensive Plan.

Section 4. Amendment of OMC 15.16.010. Olympia Municipal Code Section 15.16.010 is hereby amended to read as follows:

15.16.010 Schedule A, Park Impact Fees

For the purposes of calculating park impact fees, ~~For complete building permit applications,~~ "~~L~~living s~~S~~pace" means the total square footage of a ~~residential~~ dwelling unit, excluding garages and accessory structures. Per RCW 36.70A, for each category of impact fees, the impact fees imposed on Accessory Dwelling Units may not exceed 50 percent of those assessed for a ~~single-family residencet or~~ principal unit on the same lot. ~~t~~The following schedule applies to residential development:

Land Use	Unit of Measure	Rate
Residential Unit	~~Habitable~~ Living Space square footage~~t~~	$3.92 with minimum fee/unit $3,187.93 and maximum fee/unit $13,720.00

~~Housing Type:~~

~~TYPE OF DWELLING UNIT~~

~~Single Family including Manufactured Homes on individual lots, Townhouses $6,995~~

~~Multi Family including Apartments, Duplex, Triplex, Fourplex, Cottage Housing, and Courtyard Apartments $5,991~~

~~Units in Senior Housing Developments (including single family units) $5,991~~

~~Mobile Home in Mobile Home Parks $5,230~~

~~Single Room Occupancy Units, Studios, Accessory Dwelling Units $2,991~~

~~Downtown Multi Family (including apartments, Duplex, Triplex, Fourplex, Cottage Housing, Courtyard Apartments) and Townhouses $4,709~~

Section 5. 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 6. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances remains unaffected.

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

Section 8. Effective Date. This Ordinance takes effect July 1, 2026, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
SENIOR DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

Ordinance No. 7414

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO PUBLIC HEALTH AND SAFETY; DECLARING A STATE OF PUBLIC HEALTH EMERGENCY RELATING TO HUMAN HEALTH CONDITIONS CAUSED BY INSUFFICIENT SUPPLY OF AFFORDABLE HOUSING; AUTHORIZING SUCH ACTIONS AS ARE REASONABLE AND NECESSARY IN LIGHT OF SUCH EMERGENCY TO MITIGATE THE CONDITIONS GIVING RISE TO SUCH PUBLIC HEALTH EMERGENCY; DECLARING AN EMERGENCY SO THIS ORDINANCE IS EFFECTIVE UPON ADOPTION; AND PROVIDING FOR SUNSET OF THIS ORDINANCE

WHEREAS, in Olympia, Thurston County, and in many parts of the nation, there exists a housing crisis in which there is an insufficient supply of affordable housing; and

WHEREAS, affordable housing is defined as housing for which the sum of rent or a mortgage payment and utilities costs no more than 30 percent of a household's gross income; and

WHEREAS, middle housing is defined as housing that is compatible in scale, form, and character with single-family houses and contain two or more attached, stacked, or clustered homes including duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, stacked flats, courtyard apartments, cottage housing; and accessory dwelling units in low density zones; and

WHEREAS, it's recognized that middle housing is often naturally occurring affordable housing; and

WHEREAS, a lack of housing that is affordable, specifically to low-income households whose incomes are less than or equal to 80 percent of area median income, creates housing instability and is a factor in persistent and increasing homelessness; and

WHEREAS, Olympia City Council declared homelessness a public health and safety emergency in 2018; and

WHEREAS, communities such as San Diego, California; Los Angeles, California; Portland, Oregon; the State of Hawaii, and others, have declared states of emergency related to a lack of affordable housing supply; and

WHEREAS, a 2021 Housing Needs Assessment produced by Thurston Regional Planning Council found that over 34,650 Thurston County households are cost burdened, meaning they spend more than 30 percent of their income on rent, mortgage payments, and other housing expenses; and

WHEREAS, of these 34,650 households, 13,900 are severely cost burdened, spending more than half of their income on housing expenses; and

WHEREAS, of these 34,650 households, 7,605 households are Olympia residents; and

WHEREAS, Olympia is projected to need more than 12,600 new housing units by 2045 to accommodate future population growth; and

WHEREAS, it's projected that more than 5,800 of these 12,600 units will be needed for households with incomes at or below 80 percent of the area median income adjusted by household size; and

WHEREAS, living in unaffordable housing is associated with a higher risk of chronic health conditions such as elevated levels of cholesterol, respiratory infections, coronary heart disease, cardiovascular disease, arthritis, stroke, and cancer; and

WHEREAS, living in unaffordable housing is also associated with mental health challenges, including chronic stress, anxiety, and depression; and

WHEREAS, access to housing for all is essential to the security, health, wellbeing, and prosperity of our communities; and

WHEREAS, local housing developers have communicated that Olympia's permitting and development standards increase housing development costs, making it more difficult to increase the supply of housing that is affordable for low-income populations; and

WHEREAS, some of the barriers to developing affordable and middle housing are Olympia's development regulations; lack of infrastructure; high cost of land and building materials; and limited financing sources to assist developers in constructing housing which can be occupied at affordable prices for low-income households; and

WHEREAS, the responsibility for the development of infrastructure to support housing, which historically had fallen on government, has in recent decades been placed on developers, passing the costs of infrastructure development onto housing developers and subsequently increasing the costs for tenants to rent or own a home; and

WHEREAS, streamlining and supporting the regulatory systems through the provision of dedicated community planning and development staff and alternative processes is necessary to reduce the cost and timeline associated with providing new affordable and middle housing for residents of the City; and

WHEREAS, the urgency of the housing shortage in Olympia requires that the City, in addition to developing long range plans, develop solutions that can be implemented in the near future to help ease Olympia's housing supply shortage; and

WHEREAS, the housing shortage in Olympia constitutes a set of circumstances which demand immediate action to preserve public health, protect life, protect public property, and provide relief to neighborhoods affected by such occurrences; and the housing shortage reaches such a dimension or degree of destructiveness as to warrant a declaration of the existence of an emergency; and

WHEREAS, the above circumstances warrant the exercise of the City Council's power to declare a public health emergency under authority of Article XI, Section 11, of the Washington State Constitution; 35A.11.020 RCW; 35A.11.030 RCW; 35A.13.190 RCW; 35A.38.010 RCW and other applicable laws and regulations, and pursuant to Chapter 2.24 of the Olympia Municipal Code, and pursuant thereto, and the authorization of such extraordinary measures as are reasonable and necessary in light of such of public health emergency to mitigate the conditions giving rise to the public emergency;

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

It is hereby declared that a state of emergency exists due to an exigent threat to human health related to an insufficient supply of affordable housing affecting the City of Olympia. In order to provide emergency relief consistent with the intent of this Ordinance, the Councill hereby adopts the following strategies to increase the supply of affordable housing in Olympia.

Section 1. The above-stated recitals are adopted as findings of the City Council.

Section 2. Prioritize affordable and middle housing projects in City permitting process
Community Planning and Development staff will prioritize affordable housing and middle housing projects meeting the eligibility criteria in Section 8, below in the permitting process by moving these projects to the front of the permitting que.

Section 3. Specialized CP&D staff dedicated to affordable & middle housing projects
A Principal Planner in Community Planning and Development will act as an ombudsperson to affordable housing and middle housing projects. This staff person will work collaboratively and creatively with other Community Planning and Development staff, Housing staff, Public Works staff, and the developer to proactively guide affordable housing and middle housing projects through the permitting process in a timely manner.

Section 4. Give City Manager or City Manager's designee authority to waive, postpone, or exempt City processes for affordable housing as described below

The City Manager is hereby authorized and empowered to carry out those powers and duties as are reasonable and necessary to mitigate the *effects* of the emergency on a case-by-case basis and is authorized and empowered, among other things, to do the following:

1. Obligate funds for emergency expenditures as directed by the City Council;

2. Notwithstanding OMC 3.16.020, enter into contracts and incur obligations necessary to increase the supply of affordable housing, regardless of the dollar amount of such contracts;

3. Exempt or postpone any Engineering Design and Development Standards (EDDS) which are under the City's control;

4. Take other actions, as appropriate, in response to such emergency.

The City Manager is authorized to exercise the powers vested under Section 4 of this ordinance in the light of these exigencies of an emergency situation without regard to time consuming procedures and formalities prescribed by law (with the exception of mandatory constitutional requirements).

Section 5. Participate in 1033 Tax Exchange transactions with willing property owners
The City will participate in a 1033 Tax Exchange transaction, exercising of threatening to exercise the City's power of eminent domain, when the transaction is agreed upon by the current property owner and the City, a future property owner has been identified, and the transaction will permit the property in question to remain affordable, provided legal constraints to ensure affordability, such as a deed restriction, are imposed.

Section 6. Grant Program for Infrastructure Improvements
Staff will develop and implement a grant program which makes funding available for off-site infrastructure improvements necessitated by affordable housing projects. Seed funding for the program will originate from a 0.5% drinking water utility rate increase and a 1% wastewater utility rate increase effective January 1, 2025.

Section 7. Grant Program to Exempt Permit and Other Fees
Staff will develop a grant program which reduces permit and development fees. In developing such a program staff shall identify a funding strategy and plan for implementation and may proceed with the program with the identified funding strategy and implementation plan.

Section 8. Eligibility Criteria
The strategies apply to housing for which the following criteria has or will be met upon the development of housing units:

- All units produced are affordable to households whose income does not exceed 80 percent of the Olympia-Tumwater Metropolitan Statistical Area Median Income, adjusted for household size and updated annually by the U.S. Department of Housing and Urban Development (HUD), or a similar metric, should the HUD metric be unavailable.
- A Restrictive Covenant pursuant to the property's use is executed between the property owner and City of Olympia outlining that all housing units developed are subject to a 25- year affordability period.

Section 9. Sunset Provision. This Ordinance sunsets and is no longer in force or effect at 11:59 p.m. on June 30, 2026. The City Council shall, no later than 18 months after the effective date of this Ordinance, review the conditions that have given rise to this public health emergency to determine if such conditions warrant keeping in place the extraordinary measures authorized herein to respond to this public health emergency. Thereafter, this Ordinance shall come back before Council at least once every 12 months to ascertain if the public health emergency still exists and if the sunset date should be extended.

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

Section 11. Effective Date. This Ordinance is for the immediate preservation of public health, safety, and welfare of the public, and takes effect upon adoption, as provided by law.

MAYOR

ATTEST:

Sean Krier
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
DEPUTY CITY ATTORNEY

PASSED: December 17, 2024

APPROVED: December 17, 2024

PUBLISHED: December 23, 2024

Ordinance No._____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO PUBLIC HEALTH AND SAFETY; DECLARING A CONTINUING STATE OF PUBLIC HEALTH EMERGENCY RELATING TO INSUFFICIENT SUPPLY OF AFFORDABLE HOUSING; AUTHORIZING SUCH ACTIONS AS ARE REASONABLE AND NECESSARY IN LIGHT OF SUCH EMERGENCY TO MITIGATE THE CONDITIONS GIVING RISE TO SUCH PUBLIC HEALTH EMERGENCY; DECLARING AN EMERGENCY SO THIS ORDINANCE IS EFFECTIVE UPON ADOPTION; AND PROVIDING FOR SUNSET OF THIS ORDINANCE

WHEREAS, in Olympia, Thurston County, and in many parts of the nation, there exists a housing crisis in which there is an insufficient supply of affordable housing; and

WHEREAS, affordable housing is defined as housing for which the sum of rent or a mortgage payment and utilities costs no more than 30 percent of a household's gross income; and

WHEREAS, middle housing, defined as housing that is compatible in scale, form, and character with single-family houses and contains two or more attached, stacked, or clustered homes including duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, stacked flats, courtyard apartments, cottage housing; and accessory dwelling units in low density zones, is often naturally occurring affordable housing; and

WHEREAS, a lack of housing that is affordable, specifically to low-income households whose incomes are less than or equal to 80 percent of area median income, creates housing instability and is a factor in persistent and increasing houselessness; and

WHEREAS, persistent and increasing houselessness impacts not only people experiencing houselessness, but also the entire community, all residents, neighborhoods, and businesses; and

WHEREAS, Olympia City Council declared houselessness a public health and safety emergency in 2018; and

WHEREAS, living in unaffordable housing is associated with a higher risk of chronic health conditions such as elevated levels of cholesterol, respiratory infections, coronary heart disease, cardiovascular disease, arthritis, stroke, and cancer; and

WHEREAS, living in unaffordable housing is also associated with mental health challenges, including chronic stress, anxiety, and depression; and

WHEREAS, access to housing for all is essential to the security, health, wellbeing, and prosperity of our community; and

WHEREAS, the 2024 5-Year Estimate American Community Survey reports that of Olympia's 26,795 housing units, 12,766 are renter occupied and 7,273 (59.6 percent) of renter occupied housing units are occupied by households who are housing cost burdened, meaning the household pays greater than 30 percent of their household income on housing expenses; and

WHEREAS, increasing the supply of affordable housing is a goal included in Olympia's One Community Plan, Housing Action Plan, and the Olympia: 2045 Comprehensive Plan; and

WHEREAS, Olympia and its urban growth area is projected to need approximately 14,295 new housing units, of which 7,616 of the units will be needed for low-income households with incomes at or below 80 percent of area median income, by 2045 to accommodate projected population growth; and

WHEREAS, the community has consistently ranked housing and houselessness as top concerns and priorities in recent years' Community Engagement and Public Opinion Surveys; and

WHEREAS, local housing developers have communicated that Olympia's permitting and development standards increase housing development costs, making it more difficult to increase the supply of housing, including housing that is affordable for low-income households; and

WHEREAS, some of the barriers to developing affordable and middle housing are Olympia's development regulations; lack of infrastructure; high cost of land and building materials; and limited financing sources to assist developers in constructing housing which can be occupied at rates affordable to low-income households; and

WHEREAS, the responsibility for the development of infrastructure to support housing, which historically had fallen on government, has in recent decades been placed on developers, passing the costs of infrastructure development onto housing developers and subsequently increasing the costs for tenants to rent or own a home; and

WHEREAS, streamlining and supporting the regulatory systems through the provision of dedicated community planning and development staff and alternative processes is necessary to reduce the cost and timeline associated with providing new affordable housing units for residents of the City; and

WHEREAS, the urgency of the affordable housing shortage in Olympia requires that the City, in addition to developing long range plans, develop solutions that can be implemented in the near future to help ease Olympia's housing supply shortage; and

WHEREAS, the affordable housing shortage in Olympia constitutes a set of circumstances that demand immediate action to preserve public health, protect life, protect public property, and provide relief to neighborhoods affected by such occurrences; and the affordable housing shortage reaches such a dimension or degree of destructiveness as to warrant a declaration of the existence of an emergency; and

WHEREAS, communities such as San Diego, California; Los Angeles, California; Portland, Oregon; the State of Hawaii, and others, have declared states of emergency related to an insufficient supply of affordable housing; and

WHEREAS, the Olympia City Council passed Ordinance No. 7414 on December 17, 2024, finding and declaring a public health emergency relating to insufficient supply of affordable housing in the City of Olympia; and

WHEREAS, since the passage of Ordinance No. 7414, the conditions that gave rise to the affordable housing public health emergency have continued and are continuing, thus warranting keeping in place

the extraordinary measures authorized in Ordinance No. 7414, and reauthorized in this Ordinance, to respond to this public health emergency; and

WHEREAS, the above circumstances warrant the exercise of the City Council's power to declare a continuing public health emergency under authority of Article XI, Section 11, of the Washington State Constitution; 35A.11.020 RCW; 35A.11.030 RCW; 35A.13.190 RCW; 35A.38.010 RCW, and other applicable laws and regulations, and pursuant to Chapter 2.24 of the Olympia Municipal Code, and pursuant thereto, and the authorization of such extraordinary measures as are reasonable and necessary in light of such of public health emergency to mitigate the conditions giving rise to the public emergency;

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

Section 1. The above-stated recitals are adopted as findings of the Olympia City Council and are incorporated by this reference as though fully set forth herein.

Section 2. It is hereby declared that a continuing state of public health emergency exists due to an exigent threat to human health and environmental conditions related to insufficient supply of affordable housing affecting the City of Olympia. Therefore, in order to provide emergency relief consistent with the intent of this Ordinance, the following strategies intended to increase the supply of affordable housing in Olympia will be continued.

Section 3. Prioritize Affordable and Middle Housing Projects in City Permitting Process.
Community Planning and Development staff will prioritize affordable housing and middle housing projects which meet the eligibility criteria outlined in Section 9, in the permitting process by moving these projects to the front of the permitting queue.

Section 4. Specialized CPED Staff Dedicated to Affordable and Middle Housing Projects.
A Principal Planner in Community Planning and Economic Development (CPED) will act as an ombudsperson to affordable housing and middle housing projects. This staff person will work collaboratively and creatively with other CPED staff, Housing staff, Public Works staff, and the developer to proactively guide affordable housing and middle housing projects through the permitting process in a timely manner.

Section 5. Give City Manager or City Manager's Designee Authority to Waive Postpone, or Exempt City Processes for Affordable Housing as Described Below.
The City Manager, or designee, is hereby authorized and empowered to carry out those powers and duties as are reasonable and necessary to mitigate the *effects* of the emergency on a case-by-case basis and is authorized and empowered, among other things, to do the following:

1. Obligate funds for emergency expenditures as directed by the City Council;

2. Notwithstanding OMC 3.16.020, enter into contracts and incur obligations necessary to increase the supply of affordable housing, regardless of the dollar amount of such contracts;

3. Exempt or postpone any Engineering Design and Development Standards (EDDS) which are under the City's control;

4. Take other actions, as appropriate, in response to such emergency.

The City Manager, or designee, is authorized to exercise the powers vested under Section 5 of this ordinance in the light of these exigencies of an emergency situation without regard to time consuming procedures and formalities prescribed by law (with the exception of mandatory constitutional requirements).

Section 6. Participate in 1033 Tax Exchange Transactions with Willing Property Owners.
The City will act as a participant in 1033 Tax Exchange transactions by exercising or threatening to exercise the City's power of eminent domain, when a transaction is agreed upon by the current property owner and the City, a future property owner has been identified, and the transaction will permit the property in question to remain affordable, provided that legal constraints to ensure affordability, such as a deed restriction, are imposed.

Section 7. **Grant Program for Infrastructure Improvements.**
Operate a grant program which makes funding available for off-site infrastructure improvements necessitated by affordable housing projects. Funding for the program originated from a zero point five (0.5) percent drinking water utility rate increase and a one percent wastewater utility rate increase effective January 1, 2025.

Section 8. Grant Program to Exempt Permit and Other Fees.
Operate a grant program which reduces permit fees. Seed funding of $500,000 for the program originated from the Economic Development Fund. Up to 10 percent of proceeds not identified for other priority uses from the sale of city-owned property will fund this program ongoing.

Section 9. Eligibility Criteria.
The strategies apply to housing for which the following criteria have or will be met upon the development of housing units:

- All units produced are affordable to households whose income does not exceed 80 percent of the Olympia-Tumwater Metropolitan Statistical Area Median Income, adjusted for household size and updated annually by the U.S. Department of Housing and Urban Development (HUD), or a similar metric, should the HUD metric be unavailable.

- A Restrictive Covenant pursuant to the property's use is executed between the property owner and City of Olympia outlining that all housing units developed are subject to a 25- year affordability period.

Section 10. Sunset Provision. This Ordinance sunsets and is no longer in force or effect at 11:59 p.m. on June 30, 2028. The City Council shall, no later than 12 months after the effective date of this Ordinance, review the conditions that have given rise to this public health emergency to determine if such conditions warrant keeping in place the extraordinary measures authorized herein to respond to this public health emergency. Thereafter, this Ordinance shall come back before Council at least once every 12 months to ascertain if the public health emergency still exists and if the sunset date should be extended.

Section 11. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 12. Effective Date. This Ordinance is for the immediate preservation of public health, safety, and welfare of the public, and takes effect upon adoption, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

SENIOR DEPUTY CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS ABOVE THE AMOUNT SPECIFIED IN OLYMPIA MUNICPAL CODE (OMC) SECTION 3.16.100 FOR THE FONES ROAD IMPROVEMENT PROJECT

WHEREAS, the City of Olympia (City) executed a contract with Pivetta Brothers Construction, Inc. (Pivetta) for the construction of the Fones Road Improvement Project (the Project) in the amount of $13,469,491.12; and

WHEREAS, OMC 3.16.100 authorizes the City Manager to approve changes orders with a cumulative total of up to $350,000; and

WHEREAS, the City has approved change orders to this contract in the cumulative amount of $330,183.45; and

WHEREAS, the City and Pivetta have negotiated additional compensation for impacts, primarily due to unexpected underground utilities, and agreed on an additional $2,066,233.17 for that work; and

WHEREAS, there is still approximately 27 percent, or $3,715,509.16, of the Project to complete; and

WHEREAS, typical project contingency is established at 10 percent of the total construction cost;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL RESOLVES as follows:

1. The Olympia City Council hereby approves Change Orders 8, 9, and 10 to the construction contract with Pivetta Brothers Construction, Inc. and authorizes and instructs the City Manager to approve additional change orders as needed to complete the project up to a cumulative amount of $2,437,784.09.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
_____
SENIOR DEPUTY CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A SUPPLEMENTAL AGREEMENT TO THE LOCAL AGENCY PROFESSIONAL SERVICES NEGOTIATED HOURLY RATE CONSULTANT AGREEMENT BETWEEN THE CITY OF OLYMPIA AND PSOMAS, INC. FOR ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE FONES ROAD IMPROVEMENT PROECT

WHEREAS, the Fones Road Improvement Project (the Project), which includes road reconstruction, the installation of bicycle and pedestrian facilities, and improvements to the Karen Faser Woodland Trail crossing, is currently underway; and

WHEREAS, PSOMAS, Inc. (PSOMAS) was chosen through a competitive process to provide design and construction management services for the Project; and

WHEREAS, on April 16, 2020, the City and PSOMAS entered a Local Agency Professional Services Negotiated Hourly Rate Consultant Agreement (the Agreement) for these services; and

WHEREAS, the City and PSOMAS now wish to amend the Agreement to include the provision of certain additional construction management services, and to increase the compensation amount to reflect the provision of these additional services; and

WHEREAS, under OMC 3.16.020(B), the City Council must approve a Supplemental Agreement and authorize the signature of all documents needed to carry it out;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL RESOLVES as follows:

1. The Olympia City Council hereby approves the Supplemental Agreement between the City of Olympia and PSOMAS, Inc. for the Fones Road Improvement Project and the terms and conditions contained in that Supplemental Agreement.

2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Supplemental Agreement, and any other documents necessary to implement the terms of the Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Supplemental Agreement, and to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
SENIOR DEPUTY CITY ATTORNEY

INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY AND THE CITIES OF LACEY, OLYMPIA, TUMWATER and YELM IMPLEMENTING A REGIONAL ENVIRONMENTAL EDUCATION PROGRAM

This agreement is entered into by and between Thurston County, a subdivision of the State of Washington, ("COUNTY") and the Cities of Lacey, Olympia, Tumwater, and Yelm, municipal corporations, ("CITIES") (each a "PARTNER" and collectively the "PARTNERS").

WHEREAS, the Federal Clean Water Act, 33 U.S.C. § 1251 et seq. and the Phase II Stormwater Final Rule promulgated by the U.S. Environmental Protection Agency ("EPA") require the operators of certain municipal separate stormwater sewer systems ("MS4") to obtain National Pollutant Discharge Elimination System ("NPDES") permit coverage; and

WHEREAS, in Washington State, the EPA has delegated authority for the Federal Clean Water Act, including development and administration of the Phase II municipal stormwater management program, to the Washington State Department of Ecology ("Ecology"); and

WHEREAS, Ecology requires owners or operators of a municipal separate storm sewer system to obtain coverage under a Western Washington Phase II Municipal Stormwater Permit ("PERMIT"); and

WHEREAS, Thurston County and the Cities of Lacey, Olympia, Tumwater, and Yelm have all applied for separate coverage under the PERMIT; and

WHEREAS, mutual benefits will accrue to the parties to this agreement and the people which each serves in the cooperative implementation of the Regional Environmental Education Partnership ("PARTNERSHIP"), and

WHEREAS, the lnterlocal Cooperation Act, chapter 39.34 RCW, further authorizes the parties to enter into this agreement; and

WHEREAS, Permittees are required by PERMIT Section S5.C.2 to provide stormwater education and outreach programs designed to achieve measurable reductions in behaviors that cause or contribute to adverse stormwater impacts; and

WHEREAS, coordination among Permittees with adjoining or shared geographic areas is encouraged by Ecology and enhances access to federal, state, and other financial and technical support; and

WHEREAS, customers of the PARTNERSHIP share media sources and benefit from consistent messaging and programs across city and county boundaries; and

WHEREAS, municipal resource efficiency is increased, and cost savings are realized through sharing expertise, expenses, and staff time to gain economies of scale and avoid duplication; and

WHEREAS, Thurston County, and the cities of Lacey, Olympia, Tumwater, and Yelm want to continue working together under a PARTNERSHIP to coordinate joint development and implementation of stormwater education and outreach program;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE PARTNERS:

1. **PURPOSE**. The purpose of this agreement is to provide a mechanism through which the PARTNERS voluntarily collaborate in the development, implementation, and funding of stormwater education and outreach messages, materials, activities, and program assessment tools for the general public, businesses, and other priority audiences as required by the PERMIT and other stormwater needs.
2. **AGREEMENT SCOPE**. The PARTNERS shall prepare an annual Work Plan to describe regional stormwater education and outreach project and program priorities, coordination, and jurisdictional roles and responsibilities. Each year, the PARTNERSHIP managers shall review and approve in writing the Annual Work Plan; such review and approval should occur no later than November 30th of the preceding year to ensure sufficient time to allocate resources to carry out the Annual Work Plan. Programs within the Annual Work Plan should strive to include baseline data and, where applicable, resulting data following program implementation. Any available pre/post data should be used to assess programmatic strengths and weaknesses and to inform subsequent efforts. If a new Annual Work Plan is not approved by December 31 of the preceding year, this agreement remains in full force and effect, and the Parties shall continue to operate under the most recently approved Annual Work Plan on an interim basis. During this interim period, the Parties shall negotiate in good faith to finalize and approve a new Annual Work Plan.
3. **STORMWATER EDUCATION AND OUTREACH PROGRAM**. In accordance with PERMIT Section S5.C.2, which is incorporated by reference, the regional stormwater education and outreach program described in the Annual Work Plan must be designed to:

    - Build general awareness about methods to address and reduce impacts from stormwater runoff;
    - Effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts; and
    - Create stewardship opportunities that encourages community engagement in addressing the impacts from stormwater runoff.

    Further, it must address the minimum performance metrics dictated by PERMIT Section S5.C.2, which are as follows:

    a. Each Permittee shall implement an education and outreach program. The program design shall be based on local or regional (or a combination of both) water quality information and priority audience characteristics to identify high priority audiences, subject areas, and/or Best Management Practices (BMPs). Based on the priority audience's demographic, the Permittee shall consider delivering its selected messages in language(s) other than English, as appropriate to the priority audience.

        i. ***General awareness.*** To build general awareness, Permittees shall annually select, at a minimum, one priority audience and one subject area from either (a) or (b):

(a) *Priority audiences:* General public (including overburdened communities, school age children, college/university, or trade students) or businesses (including home-based, or mobile businesses). Subject areas:

- General impacts of stormwater on surface waters, including impacts from impervious surfaces.
- Low impact development (LID) principles and LID BMPs.

(b) *Priority audiences:* Engineers, contractors, developers, property owners/managers, or land use planners. Subject areas:

- Technical standards for stormwater site and erosion control plans.
- LID principles and LID BMPs.
- Stormwater treatment and flow control BMPs/facilities.
- Source control BMPs for building materials to reduce pollution to stormwater, including but not limited to stormwater pollution from PCB-containing materials.

(c) Permittees shall provide subject area information to the priority audience on an ongoing or strategic schedule.

ii. ***Behavior change.*** To affect behavior change, Permittees shall select, at a minimum, one priority audience and one BMP.

(a) *Priority Audiences:* Residents, landscapers, property managers/owners, developers, school age children, college/university, trade students, or businesses (including home- based or mobile businesses).

BMPs:

- Use and storage of: pesticides, fertilizers, and/or other household chemicals.
- Use and storage of: automotive chemicals, hazardous cleaning supplies, carwash soaps, and/or other hazardous materials.
- Prevention of illicit discharges.
- Yard care techniques protective of water quality.
- Carpet cleaning.
- Repair and maintenance BMPs for: vehicles, equipment, and/or home/buildings.
- Pet waste management and disposal.
- LID Principles and LID BMPs.

- Stormwater facility maintenance, including LID facilities.
- Dumpster and trash compactor maintenance.
- Litter and debris prevention.
- Sediment and erosion control.
- (Audience specific) Source control BMPs (refer to S5.C.8).
- (Audience specific) Locally important, municipal stormwater-related subject area.

(b) Social marketing campaign development. Based on the recommendation from 2024 evaluation and report, no later than July 1, 2025, each Permittee shall follow social marketing practices and methods and develop a campaign that is tailored to the community, including development of a program evaluation plan. Each Permittee shall:

1. Develop a strategy and schedule to implement the existing campaign more effectively; or
2. Develop a strategy and schedule to expand the existing campaign to a new priority audience or BMPs; or
3. Develop a strategy and schedule for a new priority audience and BMP behavior change campaign.

(c) Behavior change campaign implementation. No later than September 1, 2025, begin to implement the strategy developed in S5.C.2.a.ii.(b).

(d) Behavior change campaign evaluation. No later than March 31, 2029, evaluate and submit report on:

1. The changes in understanding and adoption of behaviors resulting from the implementation of the strategy; and
2. Any planned or recommended changes to the campaign to be more effective; describe the strategies and process to achieve the results.

(e) Behavior change campaign adaptive management. Permittees shall use results of the evaluation to continue to direct effective methods and implementation of the ongoing behavior change program.

Stewardship. Each Permittee shall provide, partner with, or promote stewardship opportunities to encourage residents or businesses to participate in activities or events planned and organized within the community, such as: stream teams, storm drain marking, volunteer monitoring, riparian plantings, and watershed habitat improvement. Permittees may provide, partner with, or promote stewardship opportunities created or organized by existing organizations (including non-Permittees).

4. **RELATIONSHIP OF THE PARTNERS; NO JOINT ACQUISITION,**

OWNERSHIP, OR DISPOSAL OF PROPERTY. The PARTNERS intend to act cooperatively pursuant to the authority of chapter 39.34 RCW to accomplish the purposes recited herein. No separate legal entity is created by this agreement. The Cities and the County shall jointly administer this agreement. Employees of each PARTNER remain at all times under the direction and control of their original employer and the performance of work for any other PARTNER pursuant to this agreement does not change that relationship for any purpose. Except for supplies, including promotional and educational materials, the PARTNERS will not jointly acquire, own, or dispose of any real or personal property in the course of administering this agreement and any property of a PARTNER used in administering this agreement remains the property of that PARTNER, unless otherwise agreed in writing.

5. **PAYMENT AND FUNDING**. Each PARTNER shall provide funds necessary for the execution of the annually updated Annual Work Plan, at a cost not to exceed levels defined in Section 11.

   For purposes of this agreement, the approval and adoption of the respective annual stormwater program budgets by the County and Cities will serve as the commitment to fund each PARTNERS share of the Annual Work Plan.

6. **COUNTY AND CITY STAFF REPRESENTATIVES**.

   a. The managers, identified below, shall meet annually to discuss overall management and direction of the PARTNERSHIP, and review and adopt the Annual Work Plan prepared by staff. The managers shall represent their jurisdictions in all matters pertaining to the projects and services rendered under this agreement.

   b. Maximum staff allocations will be divided between the jurisdictions proportionate to their percent contribution based on jurisdiction population and shall be defined by the level of effort and resource availability required to fulfill the adopted Annual Work Plan. These allocations represent the full capacity of each jurisdiction to contribute to a regional Annual Work Plan.

   c. Following a change of representative, PARTNERS will inform each of the other parties in writing within 15 calendar days of vacancy. The jurisdiction is responsible for ensuring the work the representative committed to in the Annual Work Plan is fulfilled.

   d. Any written correspondence must be delivered to the addresses shown below.

	Lacey	Olympia	Tumwater	Yelm	Thurston County
Manager	Senior Stormwater Engineer	Environmental Services Supervisor	Water Resources Program Manager	Civil Review Engineer	Senior Planner – Public Engagement
Address	420 College Street Lacey, WA 98503	PO Box 1967 Olympia, WA 98507	555 Israel Rd SW Tumwater, WA 98501	901 NW Rhoton Rd, Yelm, WA 98597	3000 Pacific Ave SE, Olympia WA 98501

7. **REPORTING**. For each year this agreement is in effect, the PARTNERS will jointly report the progress and results of work conducted under this agreement by February 28th of the following year in a manner that is mutually useful in the fulfillment of PERMIT reporting requirements for public education activities, as specified in PERMIT Section S9.D.

8. **RESPONSIBILITIES OF THE PARTNERS**.

   a. Each of the PARTNERS will be independently responsible for the management and implementation of the projects and programs outlined for the respective jurisdiction(s) in the Annual Work Plan. If a jurisdiction cannot fulfill a task they committed to in the Annual Work Plan, they must notify the Partners, including what can't be completed and why.

   b. The projects and programs in the Annual Work Plan will be implemented across each jurisdiction proportionate to their percent contribution, based on jurisdiction population.

   c. The Annual Work Plan must define staffing commitments and an estimated budget, including material, incentive, contracted services, and supply expenses for all costs to be shared by the Partners.

   d. Staff costs must be allocated proportionately based on the residential population of each jurisdiction as follows:[1]

Jurisdiction	Population (2025)	Percentage[2]
City of Lacey	60,380	25.75%
City of Olympia	57,970	24.75%
City of Tumwater	27,680	11.75%
City of Yelm	11,130	4.75%
Thurston County[3]	77,142	33%
Total	**234,302**	**100%**

   e. In the event the lead PARTNER for a task, project, or program outlined in the Annual Work Plan pays a vendor or contractor for materials or services in full, the lead PARTNER shall invoice the PARTNERS based on the cost allocation percentages listed in Section 11 below, to ensure equity among the jurisdictions. Invoices must contain supporting documentation necessary for

[1] The population figures are obtained from Thurston Regional Planning Council and must be updated upon this AGREEMENT's renewal.
[2] Percentages shown are based on the full participation of all PARTNERS.
[3] Population within the Municipal Separate Storm and Sewer Systems (MS4) permit boundary.

payment authorization.

f. The PARTNERS shall independently provide administrative services and act as financial manager for this agreement. Where separate professional service contracts are engaged, the lead PARTNER shall manage the contract and allocate costs to the PARTNERS as outlined in Section 8.d. of this agreement.

9. **REIMBURSEMENT**. PARTNERS shall pay the lead jurisdiction for actual expenses, not including staff time, upon presentation of a properly executed invoice. Costs must be charged based on the cost allocation percentages listed in Section 11 below and paid up to the maximum annual level agreed to in Section 11 of this agreement. Reimbursement requests will be made quarterly, and PARTNERS shall pay the lead jurisdiction within 30 days of receipt of a properly executed invoice with supporting documentation.

10. **ASSIGNMENT**. The PARTNERS may assign or subcontract any portion of the services provided within the terms of this agreement. All terms and conditions of the agreement apply to any approved subcontract or assignment related to this agreement.

11. **ESTIMATED COST AND FINANCING:** For consideration of this agreement, the PARTNERS shall plan activities under the abovementioned Annual Work Plan, such that estimated total costs do not exceed the Maximum Annual Cost Allocation identified below:

	Percentage Paid	Cost Per Year	Cost Per Agreement (5 years)
Lacey	28%	32,400	162,000
Olympia	27%	31,200	156,000
Tumwater	12%	14,400	72,000
Yelm	5%	6,000	30,000
Thurston County	28%	32,000	160,000
Total	100%	$116,000	$580,000

a. Each PARTNER shall make a good faith effort to participate at the funding levels necessary to fund the pro-rata share of the agreement's Annual Work Plan, as permitted by the adoption and approval of the annual budget. In the event a PARTNER fails to secure the necessary funding, refer to Section 12 – REALLOCATION OF FUNDS DUE TO BUDGET REDUCTION, below.

b. In the event additional funds are necessary due to increased programmatic needs, level of effort, or inflation, Partners may request additional funds for

up to $5,000 per year. If additional funds are needed beyond that, each PARTNER shall secure additional funds independently, or jointly through a grant application, and amend this section.

12. **REALLOCATION OF FUNDS DUE TO BUDGET REDUCTION:** Should a PARTNER fail to secure adequate funding for any or all elements outlined in the Annual Work Plan, the PARTNER shall:
    a. Provide written notice to the PARTNERS within 30 calendar days of its budget adoption. Within 14 days after receipt of such notice, the PARTNERSHIP Managers shall meet to discuss the impacts of such a budget reduction. As participation for each PARTNER is contingent upon final budget approval and adoption, the PARTNERS may elect to redistribute costs or eliminate specific program elements as needed, provided that the participating PARTNERS do not exceed the maximum amounts indicated in Section 11: ESTIMATED COST AND FINANCING, unless otherwise agreed upon in writing through either subsequent agreements or addendums to this agreement.

13. **DURATION**. This agreement starts January 1, 2025, and terminates on December 31, 2029, subject to amendment, and may be extended upon written agreement of the PARTNERS.
    HOLD HARMLESS AND INDEMNIFICATION. Each PARTNER is responsible for any and all liability arising from acts of its own officers, employees, agents, or contractors to the extent provided by law.
    a. Each PARTNER shall indemnify, defend, and hold harmless the other party, and its officers, agents, and employees for all claims (including demands, suits, penalties, losses, damages, or costs of any kind whatsoever) including costs, expenses, and reasonable attorney's fees, to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agents, or employees in performance of this agreement.
    b. Nothing contained in this section of this agreement may be construed to create a liability or a right of indemnification in any third party.
    c. This section survives the expiration or termination of this agreement.

14. **SETTLEMENT OF DISPUTES**. In the event that a dispute arises under this agreement, written notification of the nature of the dispute must be provided to the representatives designated in Section 6,above. If resolution cannot be achieved by the representatives, the department or division director of each PARTNER shall meet and attempt to resolve the dispute. In the event the parties are unable to resolve the dispute in this manner, the dispute may be resolved by mediation or arbitration if the PARTNERS mutually agree in writing. If there is no agreement for alternate dispute resolution, any PARTNER may file a lawsuit in a court of competent jurisdiction according to the terms of this agreement.

15. **ENTIRE AGREEMENT**. This agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this agreement are specifically excluded.

16. **AMENDMENTS**. This agreement may not be amended or modified without the

written concurrence of all PARTNERS.

17. **ADMISSION OF ADDITIONAL PARTIES**. Additional parties may be added to this agreement upon such terms and conditions as determined by the PARTNERS. The admission of such additional parties must be by written addendum to this agreement, signed by the PARTNERS and the new party.
18. **TERMINATION**. Any PARTNER may terminate this agreement by giving the other PARTNERS at least 90 days advance written notice; such notice must specify the termination date. If this agreement is so terminated, the parties are liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination. The hold harmless and indemnification provisions of this agreement survive termination or expiration of agreement.
19. **WAIVER**. A failure by any PARTNER to this agreement to exercise its rights under this agreement does not preclude that PARTNER from subsequent exercise of such rights and does not constitute a waiver of any other rights under this agreement unless stated to be such in writing signed by an authorized representative of the PARTNER and attached to the original agreement.
20. **VENUE**. The exclusive venue for any action to enforce or interpret this agreement is the Superior Court of Washington for either Pierce or Lewis County, Washington.
21. **COUNTERPARTS**. This agreement may be executed in counterparts, and all such counterparts once so executed must together be deemed to constitute one final agreement, as if one document had been signed by all PARTNERS, and each such counterpart, upon execution and delivery, must be deemed a complete original, binding on the PARTNERS. A faxed or email copy of an original signature must be deemed to have the same force and effect as the original signature.
22. **SEVERABILITY**. If any provision of this agreement or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this agreement are declared to be severable.
23. **RECORDS.** Each PARTNER shall maintain its own public records and shall independently respond to records requests it receives about the subject matter of this agreement. Any public records requests addressed to the PARTNERS collectively, as if this agreement created a separate legal entity, must be deemed to be a request received by each PARTNER individually. Each PARTNER shall respond separately, unless agreed to otherwise in writing and properly documented.
24. **POSTING OR RECORDING**. Prior to its entry into force, each PARTNER shall post this agreement on its website, or other electronically retrievable public source.

Each PARTNER has caused this agreement to be signed by its duly authorized officer or representative as of the date set forth below its signature.

SIGNATURE PAGES FOLLOW

CITY OF LACEY

_____
City Manager

Date: _____

APPROVED AS TO FORM

_____
City Attorney

ATTEST:

_____
City Clerk

CITY OF OLYMPIA

_____
Steven J. Burney, City Manager

Date: _____

APPROVED AS TO FORM:

Michael M. Young
_____
Senior Deputy City Attorney

ATTEST:

_____
City Clerk

CITY OF TUMWATER

_____
Mayor

Date: _____

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

CITY OF YELM

_____
Mayor

Date: _____

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

THURSTON COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Chair

_____
Date:

_____
Vice-Chair

_____
Date:

_____
Board Member

_____
Date:

Board Member

_____
Date:

Board Member

_____
Date:

ATTEST:

_____
Clerk

APPROVED AS TO FORM:
PROSECUTING ATTORNEY
Jon Tunheim

_____
Deputy Prosecuting Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND CITIES OF LACEY, TUMWATER, AND YELM AND THURSTON COUNTY FOR IMPLEMENTING A REGIONAL ENVIRONMENTAL EDUCATION PROGRAM

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

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

WHEREAS, Thurston County and the cities of Lacey, Olympia, Tumwater, and Yelm have separate coverage under the Washington State Department of Ecology (Ecology) Western Washington Phase II Municipal Stormwater Permit, which requires permittees to provide stormwater education and outreach programs designed to achieve measurable reductions in behaviors that cause or contribute to diverse stormwater impacts; and

WHEREAS, coordination among permittees with adjoining or shared geographic areas is encouraged by Ecology and enhances access to federal, state, and other financial and technical support; and

WHEREAS, municipal resources efficiency is increased, and cost savings are realized, through sharing expertise, expenses, and staff time to gain economies of scale and avoid duplication; and

WHEREAS, Thurston County and the cities of Lacey, Olympia, Tumwater, and Yelm want to work together under this partnership to coordinate joint development and implementation of stormwater education and outreach programs;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL RESOLVES as follows:

1. The Olympia City Council hereby approves the form of Interlocal Agreement between the City of Olympia and the cities of Lacey, Tumwater, and Yelm and Thurston County for Implementing a Regional Environmental Education Program and the terms and conditions contained in that Interlocal Agreement.

2. The City Manager is hereby authorized and directed to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, and to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
_____
SENIOR DEPUTY CITY ATTORNEY

Resolution Designating Applicant Agent

For the state of Washington Building Resilient Infrastructure and Communities (BRIC) Program Sub-Application and Grant:

BE IT RESOLVED THAT Steven J. Burney, City Manager
_
(Print Name and Title)

OR HIS/HER ALTERNATE Stacey Ray, Asst. City Manager
(Print Name and Title)

Is hereby authorized to execute for and on behalf of the City of Olympia
a local government entity, state agency, special purpose district, federally recognized tribe or private nonprofit organization established under the laws of the state of Washington, this application, grant agreement, and payment requests to be filed with the Military Department, Emergency Management Division, for the purpose of obtaining and administering certain state and federal financial assistance under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Act of 1988, P.L. 93-288, as amended.

THAT the Olympia City Council hereby authorizes its agent to provide to the Washington Military Department, Emergency Management Division assurances and agreements required for all matters concerning such non-disaster mitigation.

Passed and approved this _____ day of _____, 20_____

_____ _Dontae Payne , Mayor
Signature Print Name and Title

*Note: Applicant agent designation is made by a mayor, county executive or governing board. An individual cannot designate himself/herself as the Applicant Agent.

Approved as to Form:

Michael M. Young
Senior Deputy City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING CITY STAFF TO APPLY FOR A GRANT FOR THE MITIGATING COASTAL FLOOD RISKS IN OLYMPIA WA PROJECT AND TO EXECUTE, IF AWARDED, ALL DOCUMENTS NECESSARY TO FULFILL THE TERMS OF THE GRANT

WHEREAS, the City of Olympia's downtown core is vulnerable to the impacts from sea level rise; and

WHEREAS, to address this vulnerability, the City of Olympia, the Port of Olympia, and the LOTT Clean Water Alliance jointly funded and developed the Olympia Sea Level Rise Response Plan, March 2019 and formed the Olympia Sea Level Rise Collaborative to oversee its implementation; and

WHEREAS, the Olympia Sea Level Rise Collaborative includes the State of Washington Department of Enterprise Services and the Squaxin Island Tribe as ex-officio members; and

WHEREAS, the State of Washington Department of Enterprise Services is currently leading the Deschutes Estuary Restoration Project located in Downtown Olympia; and

WHEREAS, risk from extreme winter storms, high tides, and sea level puts at risk the Budd Inlet Treatment Plan (BITP), the region's primary wastewater treatment serving 130,000 people; the Port of Olympia; emergency transportation corridors; and more than 450 small businesses; and

WHEREAS, in addition to asset damage from direct flooding, overland marine flooding from extreme high tides can enter the combined sewer system and overwhelm BITP's capacity, leading to localized backups in buildings and streets and disrupting biological wastewater treatment processes; and

WHEREAS, building a system of flood gates, flood walls, and berms within Percival Landing Park and in the City's rights-of-way is a critical hazard mitigation and climate resilience strategy identified in the Olympia Sea Level Rise Response Plan, the Thurston County Hazard Mitigation Plan and Olympia's wastewater, and stormwater management plans; and

WHEREAS, constructing protective measures at these locations blocks a major flood pathway, creates a temporary shoreline during large coastal storm events, and prevents marine waters from entering the combined system and flooding inland areas with critical infrastructure; and

WHEREAS, the Olympia Sea Level Rise Collaborative, led by the City of Olympia, submitted a preapplication for the State of Washington BRIC Capability and Capacity Building Grant Program in September 2024 and was selected to submit a complete application; and

WHEREAS, the grant program was cancelled in FY2024 and was reinstated for the next fiscal year, and the City was invited by the State of Washington to resubmit a BRIC Capability and Capacity Building Grant application; and

WHEREAS, the State of Washington BRIC Grant Program, if awarded to the City, will be used to advance Olympia Sea Level Rise Response concept designs for the Percival Landing focus area to further stages of the design and construction documentation process. The total requested funds are $560,420; and

WHEREAS, the terms of the State of Washington BRIC Grant Program requires 25 percent matching funds, which is subject to a potential reduction to 12.5 percent. The maximum grant term is three years; and

WHEREAS, the "Resolution Designating Applicant Agent" must be submitted with the completed BRIC Grant Program Sub-Application for the Mitigating Coastal Flood Risks in Olympia WA Project;

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

1. The City's Climate Programs are authorized to pursue the Building Resilient Infrastructure and Communities (BRIC) Grant Program offered by the State of Washington to fund the design and documentation of a system of flood gates, flood walls, and berms within City property near downtown shorelines and in the City's rights-of-way.

2. The Mayor is authorized to execute the Resolution Designating Applicant Agent on behalf of the City Council designating City Manager Steven J. Burney as Applicant Agent, and Assistant City Manager Stacey Ray as alternate.

3. The City agrees to comply with the terms of the State of Washington BRIC Grant Program, including providing up to 12.5 percent matching funds for its share of the project.

4. If the City is awarded a grant under the State of Washington BRIC Grant Program, the City Manager is authorized and directed to execute the State of Washington BRIC Grant Program Agreement on behalf of the City of Olympia, provided the terms of that Agreement are deemed acceptable, and the City Manager is further authorized and directed to execute any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, and to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
_____
SENIOR DEPUTY CITY ATTORNEY

Resolution Designating Applicant Agent

For the state of Washington Building Resilient Infrastructure and Communities (BRIC) Program Sub-Application and Grant:

BE IT RESOLVED THAT Steven J. Burney, City Manager _____ _

(Print Name and Title)

OR HIS/HER ALTERNATE Mark Russell, Public Works Director _____

(Print Name and Title)

Is hereby authorized to execute for and on behalf of the City of Olympia a local government entity, state agency, special purpose district, federally recognized tribe or private nonprofit organization established under the laws of the state of Washington, this application, grant agreement, and payment requests to be filed with the Military Department, Emergency Management Division, for the purpose of obtaining and administering certain state and federal financial assistance under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Act of 1988, P.L. 93-288, as amended.

THAT the Olympia City Council hereby authorizes its agent to provide to the Washington Military Department, Emergency Management Division assurances and agreements required for all matters concerning such non-disaster mitigation.

Passed and approved this _____ day of , 2026_____

_____ Dontae Payne, Mayor_____

Signature Print Name and Title

*Note: Applicant agent designation is made by a mayor, county executive or governing board. An individual cannot designate himself/herself as the Applicant Agent.

Approved as to Form:

Michael M. Young
_____
Senior Deputy City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING CITY STAFF TO APPLY FOR A GRANT FOR THE PERCIVAL CREEK BRIDGE SEWER REROUTE PROJECT AND TO EXECUTE, IF AWARDED, ALL DOCUMENTS NECESSARY TO FULFILL THE TERMS OF THE GRANT

WHEREAS, a major rain and windstorm on February 7, 2020 caused a large tree to fall on the City of Olympia utility bridge crossing Percival Creek, causing severe damage. Water and sewer lines were broken, the beams holding up the bridge were broken, the bridge deck and railings were severed, an embankment under the bridge foot was severely eroded; and

WHEREAS, the storm event and subsequent damage to the sewer line caused the release of untreated sewage into Percival Creek, Capitol Lake and Budd Inlet; and

WHEREAS, the 10-inch diameter sewer main serves approximately 765 residential units and 42 commercial accounts, including the Thurston County Courthouse; and

WHEREAS, the City of Olympia received a FEMA mitigation grant and a Washington State Department of Commerce Emergency Loan to repair the damage caused by the February 7, 2020 storm event back to its pre-disaster function; and

WHEREAS, the Washington State Department of Commerce Emergency Loan also included funding for an analysis of the feasibility of using horizontal directional drilling for replacing the sewer main under Percival Creek as an alternative to full restoration of the utility bridge; and

WHEREAS, emergency repairs have been completed to the Percival Creek Utility Bridge and sewer and water mains to pre-disaster function and a feasibility analysis of using horizontal directional drilling for replacing the sewer main has been completed; and

WHEREAS, the location of the utility bridge makes it susceptible to repeat storm events, and the utility bridge is not built to current seismic standards; and

WHEREAS, the State of Washington Building Resilient Infrastructure and Communities (BRIC) Grant Program provides funding for projects that reduce risks from disasters and natural hazards; and

WHEREAS, the Wastewater Utility submitted a preapplication for the State of Washington BRIC Grant Program in September 2024 and was selected to submit a complete application for the fiscal year 2025 BRIC Grant Program; and

WHEREAS, the Federal Government cancelled the fiscal year 2025 BRIC Grant Program after the complete fiscal year 2025 application for the Percival Creek Bridget Sewer Reroute Project was submitted, and reinstated the fiscal year 2025/2026 BRIC Grant Program in March 2026, allowing the Wastewater Utility to resubmit a complete application; and

WHEREAS, the State of Washington BRIC Grant Program, if awarded to the City, will be used for rerouting the sewer main on the Percival Creek Utility Bridge for the City's Wastewater Utility. The total project cost is estimated at $7,135,909; and

WHEREAS, the terms of the State of Washington BRIC Grant Program require 25 percent matching funds, which is subject to a potential reduction to 12.5 percent. The maximum grant term is three years; and

WHEREAS, the "Resolution Designating Applicant Agent" must be submitted with the completed BRIC Grant Program Sub-Application for the Percival Creek Sewer Re-route Project;

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

1. The City's Wastewater Utility is authorized to pursue the Building Resilient Infrastructure and Communities (BRIC) Grant Program offered by the State of Washington to fund part of the cost of rerouting the sewer main currently located on the Percival Creek Bridge.

2. The Mayor is authorized to execute the Resolution Designating Applicant Agent on behalf of the City Council designating City Manager Steven J. Burney as Applicant Agent, with Public Works Director Mark Russell as alternate.

2. The City agrees to comply with the terms of the State of Washington BRIC Grant Program, including providing up to 25 percent matching funds.

3. If the City is awarded a grant under the State of Washington BRIC Grant Program, the City Manager is authorized and directed to execute the State of Washington BRIC Grant Program Agreement on behalf of the City of Olympia, provided the terms of that Agreement are deemed acceptable, and the City Manager is further authorized and directed to execute any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, and to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
_____
SENIOR DEPUTY CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE APPLICATION FOR A GRANT BETWEEN THE CITY OF OLYMPIA AND WASHINGTON STATE RECREATION AND CONSERVATION OFFICE (RCO) FOR A WASHINGTON WILDLIFE AND RECREATION PROGRAM GRANT FOR THE REBECCA HOWARD PARK PHASE I PROJECT

WHEREAS, this property was purchased by City of Olympia for economic purposes before being transferred over to the Parks Department to develop into a space that honors and celebrates Olympia's Black community; and

WHEREAS, on March 24, 2026, the Olympia City Council approved the Rebecca Howard Park Development Plan which was created by and for Olympia's Black community; and

WHEREAS, the 2022 Parks, Arts and Recreation Plan highlights park development as a community priority; and

WHEREAS, the Washington Wildlife and Recreation Program provides funding for a broad range of land protection and outdoor recreation uses; and

WHEREAS, the Washington Wildlife and Recreation Program grant would require a grant match of up to $50,000; and

WHEREAS, the Phase 1 development consists of creating a gathering lawn for large events with a concrete seat wall, a smaller area for gatherings, interpretive signage, art, and culturally significant plantings; and

WHEREAS, the Recreation and Conservation Office requires an authorizing resolution as part of the grant application;

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

1. The Olympia City Council hereby approves the application for a grant between the City of Olympia and the Washington State Recreation and Conservation Office for the Rebecca Howard Park Phase I Project and the terms and conditions contained therein.

2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the RCO Applicant Resolution/Authorization, the Grant Agreement, and any other documents necessary to obligate funds for Project 26-1671D, Rebecca Howard Park Phase I, and to make any amendments or minor modifications or to correct any scriveners' errors as may be required and are consistent with the intent of the Grant Application.

PASSED BY THE OLYMPIA CITY COUNCIL this _____day of _____2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
SENIOR DEPUTY CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE APPLICATION FOR A GRANT BETWEEN THE CITY OF OLYMPIA AND WASHINGTON STATE RECREATION AND CONSERVATION OFFICE (RCO) FOR A YOUTH ATHLETIC FACILTIES GRANT FOR THE KETTLE VIEW PARK IMPROVEMENTS PROJECT

WHEREAS, the Kettle View Park is a neighborhood park acquired in 2007 and developed in 2011 to include an open play area, tennis court, restroom, shelter, walking paths and playground; and

WHEREAS, the 2010 Master Plan for the park shows the inclusion of a full-size sports court; and

WHEREAS, a goal of the 2022 Parks, Arts and Recreation Plan is to ensure park infrastructure remains functional and safe; and

WHEREAS, the Parks, Arts and Recreation Department's Capital Asset Management Program monitors the condition of park capital assets and prioritizes major repairs and replacements; and

WHEREAS, the Capital Facilities Plan commits funds annually to address major maintenance of existing infrastructure, accessibility compliance, and park improvements; and

WHEREAS, the Youth Athletic Facilities program provides funding to buy land and develop or renovate outdoor athletic facilities that serve youth through the age of 18; and

WHEREAS, the Youth Athletic Facilities grant would require a maximum grant match of up to $1,500,000; and

WHEREAS, the Kettle View Park Improvements project would renovate the play area to install irrigation, improve the stormwater drainage and recondition the field, and install a new multi-use sports court; and

WHEREAS, the Recreation and Conservation Office requires an authorizing resolution as part of the grant application;

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

1. The Olympia City Council hereby approves the application for a grant between the City of Olympia and the Washington State Recreation and Conservation Office for the Kettle View Park Improvements Project and the terms and conditions contained therein.

2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the RCO Applicant Resolution/Authorization, the Grant Agreement, and any other documents necessary to obligate funds for **Project 26-1762D, Kettle View Park Improvements** , and to make any amendments or minor modifications or to correct any scriveners' errors as may be required and are consistent with the intent of the Grant Application.

PASSED BY THE OLYMPIA CITY COUNCIL this _____day of _____2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
SENIOR DEPUTY CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE APPLICATION FOR A GRANT BETWEEN THE CITY OF OLYMPIA AND WASHINGTON STATE RECREATION AND CONSERVATION OFFICE (RCO) FOR A YOUTH ATHLETIC FACILTIES GRANT FOR THE LBA PARK FIELD #3 RENOVATION PROJECT

WHEREAS, the LBA Park is a community park acquired and developed in 1973 and has six full size athletic fields that are primarily used for youth baseball and softball; and

WHEREAS, a goal of the 2022 Parks, Arts and Recreation Plan is to ensure park infrastructure remains functional and safe; and

WHEREAS, the Parks, Arts and Recreation Department's Capital Asset Management Program monitors the condition of park capital assets and prioritizes major repairs and replacements; and

WHEAREAS, the Capital Facilities Plan commits funds annually to address major maintenance of existing infrastructure and accessibility compliance and improvements; and

WHEREAS, the Youth Athletic Facilities program provides funding to buy land and develop or renovate outdoor athletic facilities that serve youth through the age of 18; and

WHEREAS, the Youth Athletic Facilities grant would require a maximum grant match of up to $1,500,000; and

WHEREAS, the LBA Park Field #3 Renovation project would install a new backstop and dugouts, improve ADA accessibility to the field and common areas, replace aging irrigation components, and recondition both the infield and outfield surfaces; and

WHEREAS, the Recreation and Conservation Office requires an authorizing resolution as part of the grant application;

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

1. The Olympia City Council hereby approves the application for a grant between the City of Olympia and the Washington State Recreation and Conservation Office for the LBA Park Field #3 Renovation Project and the terms and conditions contained therein.

2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the RCO Applicant Resolution/Authorization, the Grant Agreement, and any other documents necessary to obligate funds **for Project 26-1711D, LBA Park Field #3 Renovation**, and to make any amendments or minor modifications or to correct any scriveners' errors as may be required and are consistent with the intent of the Grant Application.

PASSED BY THE OLYMPIA CITY COUNCIL this _____day of _____2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
SENIOR DEPUTY CITY ATTORNEY