



# City of Olympia

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8447

## Meeting Agenda City Council

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**Tuesday, February 4, 2014**

**7:00 PM**

**Council Chambers**

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**1. ROLL CALL**

**1.A ANNOUNCEMENTS**

**1.B APPROVAL OF AGENDA**

**2. SPECIAL RECOGNITION**

- 2.A** [14-0112](#) Special Recognition: Presentation of American Legion's Officer of the Year Award

**3. PUBLIC COMMUNICATION**

*(Estimated Time: 0-30 Minutes) (Sign Up Sheets are Provided in the Foyer)*  
*During this portion of the meeting, citizens may address the Council regarding only items related to City business, including items on the Agenda, except on agenda items for which the City Council either held a Public Hearing in the last 45 days, or will hold a Public Hearing within 45 days. Individual testimony is limited to three minutes or less. In order to hear as many people as possible during the 30-minutes set aside for Public Communication, the Council will refrain from commenting on individual testimony until all public comment has been taken. The City Council will allow for additional testimony to be taken at the end of the meeting for those who signed up at the beginning of the meeting and did not get an opportunity to speak during the allotted 30-minutes.*

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

**4. CONSENT CALENDAR**

*(Items of a Routine Nature)*

- 4.A** [14-0107](#) Approval of January 27, 2014 Minutes of the Special Meeting of the City Council - Attendance at the Olympia Downtown Association] Meeting

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

- 4.B** [14-0110](#) Approval of January 28, 2014 City Council Meeting Minutes

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

- 4.C** [13-0998](#) Adoption of a Resolution Setting a Public Hearing Date to Receive Testimony on an Alley Vacation Petition

**Attachments:** [Resolution](#)  
[ROW Vacation Petition](#)

- 4.D [14-0093](#) Approval of Land Use and Environment Committee 2014 Work Plan and Calendar  
**Attachments:** [LUEC Work Plan 2014](#)
- 4.E [14-0095](#) Approval of 2014 Lease at The Olympia Center with Senior Services for South Sound  
**Attachments:** [Senior Services Lease Agreement](#)
- 4.F [14-0103](#) Approval of Interagency Agreement between Washington State Patrol and City of Olympia.  
**Attachments:** [State Fire Service Mobilization ILA](#)
- 4.G [14-0109](#) Approval of Labor Contract with the International Association of Fire Fighters, Local #468  
**Attachments:** [IAFF CBA FINAL 2014-2016](#)  
[IAFF Economic Agreements Summary 2014-2016](#)
- 4.H [14-0111](#) Approval of Labor Contract with the International Association of Fire Fighters, Local #468, Assistant Chiefs  
**Attachments:** [IAFF Asst Chiefs Contract FINAL 2014-2016](#)  
[IAFF Asst Chiefs Economic Agreement Summary 2014-2016](#)

**SECOND READINGS - None****FIRST READINGS**

- 4.I. [14-0096](#) Approval of Ordinance Amending OMC 18.06.808 Related to High Density Corridor Zoning  
**Attachments:** [Ordinance](#)  
[HDC Sketch #1](#)  
[HDC Sketch #2](#)  
[08192013 OPC Minutes](#)  
[10212013 OPC Minutes](#)  
[11042013 OPC Minutes](#)  
[11182013 OPC Minutes](#)  
[Public Comments](#)

**5. PUBLIC HEARING**

- 5.A [14-0100](#) Public Hearing - Proposed Amendment of 2013 Community Development Block Grant (CDBG) Action Plan to Redirect Use of \$25,650 for the Downtown Ambassador Program

**Attachments:** [Amendment to CDBG Action Plan DT Ambassador Program 1.10.14](#)  
[Downtown Ambassador Funding](#)  
[Ambassador Job Description](#)  
[Clean Team Job Description](#)

## 6. OTHER BUSINESS

### 6.A [13-1074](#) Neighborhood Pathways Program Review

**Attachments:** [Proposed Program Changes](#)  
[Status of Projects](#)  
[2014 Timeline](#)

## 7. CONTINUED PUBLIC COMMUNICATION

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

## 8. REPORTS AND REFERRALS

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

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

## 9. ADJOURNMENT

*The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please contact the Council's Secretary at 360.753-8244 at least 48 hours in advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.*

# City of Olympia

## City Council

City Hall  
601 4th Avenue E.  
Olympia, WA 98501  
360-753-8447

### Special Recognition: Presentation of American Legion's Officer of the Year Award

Agenda Date: 2/4/2014

Agenda Number: 2.A

File Number: 14-0112

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**File Type:** recognition

**Version:** 2

**Status:** Recognition

**..Title**

Special Recognition: Presentation of American Legion's Officer of the Year Award

**..Recommended Action**

**City Manager Recommendation:**

Special Recognition.

**..Report**

**Issue:**

The local post of the American Legion will honor Officer Chris Johnstone.

**Staff Contact:**

Deputy Chief Steve Nelson, 360.753.8146

**Presenter(s):**

Deputy Chief Steve Nelson, David Gelrose - American Legion

**Background and Analysis:**

The American Legion honors an officer for outstanding service to the community.

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

NA

**Options:**

NA

**Financial Impact:**

NA



# City of Olympia

City Hall  
601 4th Avenue E  
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Information: 360.753.8447

## Meeting Minutes City Council

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Monday, January 27, 2014

7:00 PM

The Washington Center for  
Performing Arts - 512 Washington  
St. SE

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### Special City Council Meeting - Olympia Downtown Association Annual Meeting

#### 1. ROLL CALL

**Present:** 4 - Mayor Stephen H. Buxbaum, Councilmember Julie Hankins,  
Councilmember Steve Langer and Councilmember Cheryl Selby

#### 2. BUSINESS

##### 2.A 14-0090 Attendance at the Annual Olympia Downtown Association Meeting

##### **Downtown Safety Initiatives**

Olympia Police Chief Ronnie Robert and Thurston County Prosecutor John Tunheim outlined the current and future initiatives aimed at making Downtown safer and more welcoming. These include coordination among local law enforcement agencies and Thurston County prosecutors.

##### **ODA Awards**

The ODA presented its annual awards as follows:

Person of the Year - Kevin Stormans  
Business of the Year - Heritage Bank  
Volunteer of the Year - Kernie Moeller

**The discussion was completed.**

#### 3. ADJOURNMENT

The event ended at 8:10 p.m.



# City of Olympia

City Hall  
601 4th Avenue E  
Olympia, WA 98501

## Meeting Minutes - Draft City Council

Information: 360.753.8447

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**Tuesday, January 28, 2014**

**7:00 PM**

**Council Chambers**

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### 1. ROLL CALL

**Present:** 6 - Mayor Stephen H. Buxbaum, Mayor Pro Tem Nathaniel Jones, Councilmember Jim Cooper, Councilmember Julie Hankins, Councilmember Steve Langer and Councilmember Cheryl Selby

**Excused:** 1 - Councilmember Jeannine Roe

### 1.A ANNOUNCEMENTS - None

### 1.B APPROVAL OF AGENDA

**Councilmember Selby moved, seconded by Mayor Pro Tem Jones, to approve the agenda. The motion carried by the following vote:**

**Aye:** 6 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins, Councilmember Langer and Councilmember Selby

**Excused:** 1 - Councilmember Roe

### 2. SPECIAL RECOGNITION - None

### 3. PUBLIC COMMUNICATION

Mr. Jim Reeves discussed the potential for a future disaster in Washington.

Mr. James Wellings, 1107 Boulevard Rd, spoke about homeless people, mental issues many are dealing with, and how funding is running out for organizations that help the homeless.

Mr. Robert Bitner, Quixote Village resident, thanked the Council for assistance in creating the village and invited them to a February 9 housewarming and dedication from 1:00 - 5:00 p.m.

Mr. Chris van Daalen, 3203 Lorne St SE, invited the Council to the next Sustainability Symposium on February 13 from 12:00 p.m. - 4:30 p.m. at Thurston County Public Health & Social Services.

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

Mayor Buxbaum thanked speakers for providing comments.

#### **4. CONSENT CALENDAR**

- 4.A 14-0088** Approval of January 21, 2014 City Council Meeting Minutes

**The minutes were adopted.**

- 4.B 14-0089** Bills and Payroll Certification

Payroll check numbers 86552, 86557, 86578, 86652-86655, 86677-86678, 86683-86684, 86698-86701, 86725 and Direct Deposit transmissions: Total: \$9,674,959.76; Claim check numbers 341627 through 342321: Total: \$4,218,367.01.

**The decision was adopted.**

- 4.C 14-0026** Approval of Interlocal Agreement with South Puget Sound Community College for Pedestrian Crossing Improvements

Mayor Buxbaum noted collaboration of staff, the College, and City of Tumwater to bring this forward. He acknowledged Dean of Capital Facilities Penny Koal in the audience and invited her to the podium for a few comments. Ms. Koal thanked the Council for the improvements and positive partnership. Councilmember Langer and Mayor Pro Tem Jones added positive comments regarding this project.

**The contract was adopted.**

- 4.D 14-0061** Approval of Interlocal Agreement with the LOTT Clean Water Alliance for Joint Wastewater Flow Reduction and Water Conservation Projects

**The contract was adopted.**

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

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

**Aye:** 6 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins, Councilmember Langer and Councilmember Selby

**Excused:** 1 - Councilmember Roe

**SECOND READINGS - None**

**FIRST READINGS - None**

#### **5. PUBLIC HEARING - None**

**6. OTHER BUSINESS****6.A 14-0078** Consideration of Briggs Village Master Plan Amendment - Hearing Examiner and Design Review Board Recommendations

Mayor Buxbaum asked Councilmembers if they have a property or financial interest that would be affected by denying or approving the requested action tonight, whether they've had ex-parte communications, and whether they could hear the recommendation and take action fairly. No Councilmembers disclosed any issues regarding the appearance of fairness in this matter. Nor did anyone in the audience.

Mayor Buxbaum outlined, and the Council agreed, with the process for hearing this item. City Attorney Tom Morrill explained this is a closed record process and said any questions or clarification are also limited to the record.

Community Planning & Development (CP&D) Principal Planner Steve Friddle introduced Makers Architect Consultant Bob Bengford to kick off the presentation. Mr. Bengford highlighted the Design Review Board's review of the Briggs Village Master Plan amendment.

Mr. Friddle reviewed a summary of the Hearing Examiner recommendation and noted the Hearing Examiner recommends approval of the proposed amendment with conditions as noted in the record.

Phillips Burgess Attorney Heather Burgess noted her time, on behalf of the applicant, will be divided among three speakers.

Amoroso Companies President Joe Amoroso, applicant, provided a brief history of the intent and development progress in Briggs Village beginning in 2004 up until the recession. Thomas Architecture Studio Architect Ron Thomas, applicant architect, gave a brief presentation comparing the original and new amended site plan for the Briggs Village. SCJ Alliance Engineer Jean Carr, applicant engineer, reviewed the numbers for residential density and commercial square footage modifications proposed in the amendment to reflect the current market. Ms. Burgess closed by noting this is the first urban village in Olympia and also the first amendment for the Council to hear. She pointed out the previous extensive review of the proposed amendment and urged the Council to adopt the Design Review Board and Hearing Examiner recommendations.

Ms. Holly Gadbow, 1625 Sylvester St SW, spoke in support of the Hearing Examiner's recommendation for amending the Briggs Village Master Plan. She voiced concern about window designs for residential units and said she would prefer similar standards to commercial windows. Mayor Pro Tem Jones asked, and Ms. Gadbow responded, about appropriate ratios between residential units supporting commercial areas.

Ms. Jeanette Dickison, 2420 Walnut Rd NW, spoke in support of the proposed master plan amendment. Mayor Pro Tem Jones asked, and Ms. Dickison responded, about



the 1994 Council's intent and available data at the time, in creating the ordinance for urban villages.

Chamber of Commerce Executive Director David Schaffert read comments in support of the Hearing Examiner's recommendation for approving the Briggs Village Master Plan amendment.

Economic Development Council Executive Director Michael Cade, 3526 Holiday Dr, spoke in support of the applicant's proposal and Hearing Examiner's recommendation to approve the Briggs Village Master Plan amendment.

Mr. Bob Jacobs, 720 Governor Stevens Ave, said creating long-term plans based on short-term conditions is not good planning. He spoke in opposition to the Hearing Examiner recommendation to approve the Briggs Village Master Plan amendment and asked the Council to reject it.

Thurston Regional Planning Council Senior Planner Kathy McCormick discussed the density question and noted the research in the record supporting the amendment was not limited to recession era conditions.

Ms. Burgess responded to earlier testimony and noted the original urban village was approved with the maximum commercial square footage. She indicated Olympia Municipal Code (OMC) 18.05 Table 5.02 only shows a maximum, not a minimum, square footage for the urban village. In the absence of a guideline in the code, the applicant turned to experts about what the market was capable of bearing in the urban village setting.

Council Discussion:

- Interested in the connection with the Comprehensive Plan regarding maximum office space, practicalities of what works now versus what worked then, and a flexibility of categories.
- Plans for the community can't be static; they must be flexible. Is it more or less likely that the urban village will be built if this amendment is passed?
- Are the recommendations consistent with plans? Are we comfortable with the Hearing Examiner recommendation in recognizing that the applicant's amendment meets the plan?
- Comp Plan LU 10.6 references market conditions as one of the factors.
- The Internet is changing the footprint for businesses; development plans need to adapt to the changing conditions of the world.

Mr. Morrill clarified the Council has two recommendations; one to accept the Hearing Examiner's recommendation, and one to accept the Design Review Board's recommendation. The Council agreed to make separate motions for each of the recommendations.

**Mayor Pro Tem Jones moved, seconded by Councilmember Selby, to accept the Hearing Examiner's recommendation regarding the Briggs Village Master Plan amendment. The motion carried with the following vote:**

**Aye:** 6 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins, Councilmember Langer and Councilmember Selby

**Excused:** 1 - Councilmember Roe

Mr. Morrill confirmed that in accepting the Hearing Examiner's recommendations, the Council's intent is to accept all of the findings and conclusions that were included in the Hearing Examiner's recommendation. The Council agreed that was the intent, with the exception of clarifying the issue regarding the YMCA connection.

Mayor Buxbaum clarified there are two parts to the Design Review Board's recommendations. One is specific to the Design Review Board's recommendations for the Briggs Village development, which will be acted upon tonight. The other is a request for future consideration by the Council of process and policy questions related to design review guidelines.

**Councilmember Langer moved, seconded by Councilmember Hankins, to accept the Design Review Board's recommendations for the Briggs Village Master Plan amendment. The motion carried by the following vote:**

**Aye:** 6 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins, Councilmember Langer and Councilmember Selby

**Excused:** 1 - Councilmember Roe

## **7. CONTINUED PUBLIC COMMUNICATION**

## **8. REPORTS AND REFERRALS**

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

Councilmember Selby reported highlights from the Housing Urban Development (HUD) conference, Homeless Connect, Downtown Academy Workshop, and Adult Swim events she attended.

Councilmember Cooper announced City advisory committee member recruitment is currently underway. He noted open positions on various committees and encouraged citizens to apply by the February 5 deadline. He reported on the Health and Human Services Council (HHSC) in Councilmember Roe's absence and said the Memorandum of Understanding (MOU) between HHSC and United Way is nearly ready to come to the Council for consideration. He asked that it be added to the agenda under Other Business next week or the following week if it's too late for next week. He noted he also participated in the Homeless Census.

Mayor Pro Tem Jones reported highlights from the HUD forum sponsored by Representative Denny Heck, Homeless Connect, and the League of Women Voters

Agricultural Forum he attended. He also noted the passing of American Icon Pete Seeger and commented on positive progress for the Washington Center project.

Councilmember Langer reported highlights from the Land Use & Environment Committee meeting.

Mayor Buxbaum reported highlights from the Economic Development Council and Olympia Downtown Association meetings he attended. He commented on tourist visits to the Sand Man Tugboat at Percival Landing in 2013. He announced Adult Story Hour at the Olympia Library on February 7 and the grand re-opening of the Washington Center on February 27. He noted an upcoming work session with JBLM, either April 1 or April 8, at 5:30 to hear about base policy changes and decisions.

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

City Manager Steve Hall highlighted a few of the awards given out at the Olympia Downtown Association meeting, including Person of the Year, Kevin Stormans; Business of the Year, Heritage Bank; and Volunteer of the Year, Kernie Moeller. He also reported staff is working with JBLM to see if the military may be able to help with demolition of the isthmus buildings. He said he will provide a progress report to the Council in a few weeks.

## **9. ADJOURNMENT**

The meeting adjourned at 10:10 p.m.

# City of Olympia

## City Council

City Hall  
601 4th Avenue E.  
Olympia, WA 98501  
360-753-8447

### Adoption of a Resolution Setting a Public Hearing Date to Receive Testimony on an Alley Vacation Petition

Agenda Date: 2/4/2014

Agenda Number: 4.C

File Number: 13-0998

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File Type: resolution

Version: 1

Status: Consent Calendar

#### ..Title

Adoption of a Resolution Setting a Public Hearing Date to Receive Testimony on an Alley Vacation Petition

#### ..Recommended Action

##### Committee Recommendation:

Not referred to a committee.

##### City Manager Recommendation:

Move to adopt a Resolution setting April 1, 2014 as the Public Hearing date to receive testimony on a petition to vacate as a public thoroughfare that portion of the north-south alley abutting the west side of 1063 Capitol Way.

#### ..Report

##### Issue:

Shall a public hearing be scheduled on the alley vacation request?

##### Staff Contact:

Tom Hill, Permit and Inspection Services Manager, Community Planning and Development, 360.753.8486

##### Presenter(s):

Tom Hill, Permit and Inspection Services Manager, Community Planning and Development

##### Background and Analysis:

Under State statute RCW 35.79.010, the Council is required to adopt a resolution to set the Public Hearing prior to acting on a right-of-way vacation request. The statute states in part:

##### **RCW 35.79.010**

##### ***Petition by owners -- Fixing time for hearing.***

*The owners of an interest in any real estate abutting upon any street or alley who may desire to vacate the street or alley, or any part thereof, may petition the legislative authority to make vacation, giving a description of the property to be vacated, or the legislative authority may itself initiate by resolution such vacation procedure. The petition or resolution shall be filed with the city or town clerk, and, if the petition is signed by the owners of more than two-thirds of the property abutting upon the part of*

**Agenda Date: 2/4/2014**

**Agenda Number: 4.C**

**File Number: 13-0998**

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such street or alley sought to be vacated, legislative authority by resolution shall fix a time when the petition will be heard and determined by such authority or a committee thereof, which time shall not be more than sixty days nor less than twenty days after the date of the passage of such resolution.

The purpose for the request to vacate this portion of the alley is to allow all the property within this area to be incorporated into the site for future development.

The Alley Right-of-Way to be vacated runs north-south and is presently open.

To achieve a complete and comprehensive assessment of this right-of-way vacation petition, we have sent requests for comments to the various cities and outside agencies responsible for water, sewer, and storm utilities, traffic engineering, fire department, police department, and solid waste. Franchise utilities also have an opportunity to comment.

Each agency will review the request against the criteria for approval outlined in Section 12.16.100 of the Olympia Municipal Code.

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

N/A

**Options:**

Adopt the resolution setting April 1, 2014 as the date for the Public Hearing.

**Financial Impact:**

None

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

**A RESOLUTION OF THE CITY OF OLYMPIA, WASHINGTON, FIXING  
APRIL 1, 2014, AS THE DATE FOR PUBLIC HEARING ON A  
PROPOSAL TO VACATE AS A PUBLIC THOROUGHFARE A  
PORTION OF THE UNOPENED RIGHT-OF-WAY LOCATED AT 1063  
CAPITOL WAY SOUTH.**

**WHEREAS**, under state statute RCW 35.79.010, the City Council is required to adopt a resolution which sets a public hearing date for the consideration of a right-of-way vacation request; and

**WHEREAS**, the City Council of the City of Olympia has determined that a public hearing should be held regarding the proposal to vacate an unopened alley at 1063 Capitol Way South; and

**WHEREAS**, one of the purposes of this Resolution is to provide notice to residents and neighbors of the proposed road vacation;

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

**Section 1.** The City Council, pursuant to RCW 35.79.010, hereby initiates procedures to vacate as a public thoroughfare the following described property:

The north-south 10-foot alley in Mackay and Burr's Subdivision of Block 81, Sylvester's Plat of Olympia, as recorded in Volume 8 of Plats, Page 34, records of Thurston County, Washington, bounded by Union Avenue on the north and 11<sup>th</sup> Avenue on the south.

**Section 2.** April 1, 2014, at the hour of 7:00 p.m. or thereafter, at the City Hall Council Chambers, 601 4<sup>th</sup> Avenue E, Olympia, Washington, is fixed as the time and place for the hearing on said proposed alley vacation, such time shall not be more than sixty days nor less than twenty days after the passage of this Resolution.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

Darren Nienaber DCA

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CITY ATTORNEY



PETITION TO VACATE PUBLIC RIGHT-OF-WAY

RECEIVED OCT 23 2013 COMMUNITY PLANNING & DEVELOPMENT DEPT. Community Planning & Development 601 4th Avenue - PO Box 1967 Olympia WA 98507-1967 Phone: 360.753.8314 Fax: 360.753.8087 cpdinfo@ci.olympia.wa.us www.olympiawa.gov

OFFICIAL USE ONLY

Applicant: Wa St. DES Address: 1063 Capital Phone: File #: 13-3323 Receipt #: Date: 10/23/13

HONORABLE MAYOR AND CITY COUNCIL:

We, the undersigned, do hereby petition the Olympia City Council to vacate the following described public right-of-way:

LEGAL DESCRIPTION OF AFFECTED RIGHT-OF-WAY:

THE NORTH-SOUTH 10-FOOT ALLEY IN MACKAY AND BURR'S SUBDIVISION OF BLOCK 81, SYLVESTER'S PLAT OF OLYMPIA, AS RECORDED IN VOLUME 8 OF PLATS, PAGE 34, RECORDS OF THURSTON COUNTY, WASHINGTON. BOUNDED BY UNION AVENUE ON THE NORTH AND 11TH AVENUE ON THE SOUTH.

PURPOSE OF REQUEST & STATEMENT OF PUBLIC BENEFIT:\*

Vacate the alley between the two (2) state owned buildings for the purpose of redevelopment of the entire block.

\*See criteria for approval on the reverse side of this form.

PETITIONERS

Owner's Signature Owner's Name (printed) Parcel Number Thomas R. Henderson 60208100100

I verify that each of the above signatures represents a legal and registered owner of the property abutting the above-described right-of-way:

Stephanie J. Fuller 10-10-13 Applicant's Signature Date 360-407-9310 Stephanie.Fuller@DES.WA.GOV



# City of Olympia

City Hall  
601 4th Avenue E.  
Olympia, WA 98501  
360-753-8447

## City Council

### Approval of Land Use and Environment Committee 2014 Work Plan and Calendar

**Agenda Date: 2/4/2014**

**Agenda Number: 4.D**

**File Number: 14-0093**

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**File Type:** decision

**Version:** 2

**Status:** Consent Calendar

**..Title**

Approval of Land Use and Environment Committee 2014 Work Plan and Calendar

**..Recommended Action**

**Land Use and Environment Committee Recommendation:**

Approve the Land Use and Environment Committee's 2014 Work Plan and Calendar.

**City Manager Recommendation:**

Move to approve the Land Use and Environment Committee's 2014 Work Plan and Calendar

**..Report**

**Issue:**

The Land Use and Environment Committee reviewed and approved for City Council consideration the attached Work Plan and Calendar for 2014 at their January 23, 2014 meeting.

**Staff Contact:**

Keith Stahley, Director Community Planning and Development Department 360.753.8227

**Presenter(s):**

None. Consent Calendar item.

**Background and Analysis:**

Each year City Council Committee's develop Work Programs and Calendars for City Council consideration.

The proposed Work Plan focuses on supporting City Council's Planning Project Schedule and will include consideration of:

1. Climate Change Resolution - Rich Hoey
2. Low Barrier Shelter Text Amendment - Leonard Bauer
3. Boulevard Road Annexation Report and Recommendation -- Todd Stamm
4. Downtown Project Part III - Brian Wilson, Regular Status Report item with a more extensive report in March and September
5. Downtown Master Plan Scoping - Leonard Bauer
6. Comp Plan implementation (Action Plan) - Stacey Ray
7. Comp Plan Update - Leonard Bauer
8. Shoreline Master Program Restoration Plan - Stacey Ray
9. Shoreline Master Program - Keith Stahley, Follow-up after response to City's

**Agenda Date: 2/4/2014**

**Agenda Number: 4.D**

**File Number: 14-0093**

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proposed SMP from DOE

10. Subarea Planning Process - Leonard Bauer
11. LID and Land Development Regulation Update and Scoping - Leonard Bauer/Rich Hoey
12. Parking improvements - lot upgrades and rebranding - Karen Kenneson
13. Martin Way Planning Process - Sophie Stimson/Cari Hornbein
14. Planned Action Status Report - Keith Stahley
15. Annual Annexation Report - Todd Stamm
16. Code enforcement status report - Tom Hill
17. West Olympia Access Study Phase II Scope and IJR Status Report - Mark Russell, TBD
18. Water System Plan Update
19. Waste ReSources Zero Waste Plan Update - Ron Jones
20. Sustainable Thurston Implementation - Leonard Bauer
21. Percival Landing Status Report - Paul Simmons
22. EDDS Update - Fran Eide
23. Updated Waste Water Regs for Onsite Septic
24. Storm and Surface Water Land Acq and Stewardship Strategy - Andy Haub
25. Urban Forestry Asset Management Plan - Shelly Bentley
26. Downtown Tree Maintenance - Shelly Bentley
27. Off-leash Dog Park - Paul Simmons
28. Downtown Drug Free Zone - Ronnie Roberts

**Options:**

1. Approve the Work Plan and Calendar as presented.
2. Approve the Work Plan and Calendar as modified following City Council consideration.
3. Deny the Work Plan and provide direction to the Land Use and Environment Committee to modify the Work Plan and Calendar as directed by City Council.

**Financial Impact:**

Supported with existing staff resources.

**OLYMPIA CITY COUNCIL LAND USE AND ENVIRONMENT COMMITTEE 2014 DRAFT WORK PLAN  
(Last Updated 1/24/2014)**

**Land Use and Environment Committee Work Plan items:**

1. Climate Change Resolution – Rich Hoey
2. Low Barrier Shelter Text Amendment – Leonard Bauer
3. Boulevard Road Annexation Report and Recommendation -- Todd Stamm
4. Downtown Project Part III – Brian Wilson, Regular Status Report item with a more extensive report in March and September
5. Downtown Master Plan Scoping – Leonard Bauer
6. Comp Plan implementation (Action Plan) – Stacey Ray
7. Comp Plan Update – Leonard Bauer
8. Shoreline Master Program Restoration Plan – Stacey Ray
9. Shoreline Master Program – Keith Stahley, Follow-up after response to City’s proposed SMP from DOE
10. Subarea Planning Process – Leonard Bauer
11. LID and Land Development Regulation Update and Scoping – Leonard Bauer/Rich Hoey
12. Parking improvements – lot upgrades and rebranding – Karen Kenneson
13. Martin Way Planning Process – Sophie Stimson/Cari Hornbein
14. Planned Action Status Report – Keith Stahley
15. Annual Annexation Report – Todd Stamm
16. Code enforcement status report – Tom Hill
17. West Olympia Access Study Phase II Scope and IJR Status Report – Mark Russell, TBD
18. Water System Plan Update – TBD
19. Waste ReSources Zero Waste Plan Update – Ron Jones
20. Sustainable Thurston Implementation – Leonard Bauer
21. Percival Landing Status Report – Paul Simmons
22. EDDS Update – Fran Eide
23. Updated Waste Water Regs for Onsite Septic
24. Storm and Surface Water Land Acq and Stewardship Strategy – Andy Haub
25. Urban Forestry Asset Management Plan – Shelly Bentley
26. Downtown Tree Maintenance – Shelly Bentley
27. Off-leash Dog Park – Paul Simmons
28. Downtown Drug Free Zone – Ronnie Roberts

Issue	Staff Responsible	Referred By	Status and Notes
<b>January 23, 2014</b>			
1. Climate Change Resolution –	Rich Hoey		
2. LID and Land Development Regulation Update and Scoping	Leonard/Rich		
3. Review 2014 Work Plan	Keith Stahley		
<b>February 20, 2014 (Special Meeting – WCPA Event)</b>			
1. Comp Plan implementation (Action Plan)	Stacey Ray		
2. Martin Way Planning Process	Sophie Stimson/Cari Hornbein		
3. Consideration of a Drug-Free Zone	Ronnie Roberts		
6. Off-leash Dog Park	Paul Simmons		
<b>March 27, 2014</b>			
1. Downtown Project Part III	Brian Wilson		
2. Storm and Surface Water Land Acq and Stewardship Strategy	Andy Haub		
3. Percival Landing Status Report	Paul Simmons		
4. Comp Plan Update	Leonard Bauer		Placeholder
5. Low Barrier Shelter Text Amendment	Leonard Bauer		
<b>April 24, 2014</b>			
1. Downtown Tree Maintenance	Shelly Bentley		
2. Urban Forestry Asset Management Plan	Shelly Bentley		
3. EDDS Update	Fran Eide		
4. Sustainable Thurston Implementation	Leonard Bauer		Placeholder
5. Parking improvements – lot upgrades and rebranding	Karen Kenneson		

<b>June 5, 2014 (Special Meeting)</b>			
1. Boulevard Road Annexation Report and Recommendation	Todd Stamm		Place holder if needed.
2. Comp Plan implementation (Action Plan)	Stacey Ray		
3. Martin Way Planning Process	Sophie Stimson/Cari Hornbein		
4.			
<b>June 19, 2014 (Special Meeting)</b>			
1. Updated Waste Water Regs for Onsite Septic	Andy Haub		
2. Planned Action Status Report	Keith Stahley		
3. Shoreline Master Program Restoration Plan	Stacey Ray		
4.			
<b>July 24, 2014</b>			
1.			
<b>August 28, 2014</b>			
1. Code enforcement status report	Tom Hill		
2. Street and Alley Vacations	Tom Hill		
<b>September 25, 2014</b>			
1. Downtown Project Part III	Brian Wilson		
2. LID and Land Development Regulation Update and Scoping	Rich/Leonard		
3. Annual Annexation Report	Todd Stamm		
4. Urban Forestry Asset Management Plan	Shelly Bentley		Continue discussion.

<b>October 23, 2014</b>			
1. Shoreline Master Program	Keith		Placeholder for review of DOE response to the City's proposed SMP
2. Subarea Planning Process	Leonard Bauer		
3. West Olympia Access Study Phase II Scope and IJR Status Report	Mark Russell		
4. Waste ReSources Zero Waste Plan Update	Ron Jones		
<b>November 20, 2014 (Special meeting due to Thanksgiving)</b>			
1. Water System Plan Update – TBD			
2.			
<b>December 11, 2014 (Special meeting due to Christmas)</b>			
1. Downtown Plan Scoping	Leonard Bauer		
2. Martin Way Planning Process	Sophie Stimson/Cari Hornbein		
3.			
<b>Future Items Date TBD</b>			
1.			

# City of Olympia

## City Council

City Hall  
601 4th Avenue E.  
Olympia, WA 98501  
360-753-8447

### Approval of 2014 Lease at The Olympia Center with Senior Services for South Sound

Agenda Date: 2/4/2014

Agenda Number: 4.E

File Number: 14-0095

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File Type: contract

Version: 1

Status: Consent Calendar

#### ..Title

Approval of 2014 Lease at The Olympia Center with Senior Services for South Sound

#### ..Recommended Action

##### Committee Recommendation

Not referred to a Committee

##### City Manager Recommendation

Move to approve 2014 Senior Services for South Sound lease at The Olympia Center, and authorize the City Manager to sign the lease agreement.

#### ..Report

##### Issue:

Whether to renew the building lease at The Olympia Center with Senior Services for South Sound.

#### Staff Contact:

Scott River, Associate Director, 360.753.8506

#### Presenter(s):

None - Consent Agenda Item

#### Background and Analysis:

Senior Services for South Sound has leased space at The Olympia Center since the building opened in 1987. This lease is consistent with agreements from previous years. Senior Services for South Sound has reviewed and approved the attached contract.

Senior Services for South Sound coordinates regional services for seniors in Thurston and Mason Counties. Their lease at The Olympia Center includes regional office space as well as programming and office space necessary for the local operations of the Olympia Senior Center.

#### Lease Terms -

- *Length of Term:* Calendar year 2014.
- *Space:* Office, lobby, reception, kitchen, storage and work space at The Olympia Center.
- *Lease Payment:* \$6,444.63 per quarter, plus an additional charge for extra hours of program/special event space use above the hours detailed in the agreement.

**Agenda Date: 2/4/2014**

**Agenda Number: 4.E**

**File Number: 14-0095**

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- *Utilities:* City provides all utilities except telephones.
- *Janitorial Service:* Olympia provides janitorial and facility maintenance services; except that the Senior Services is responsible for any repairs or alternations that they cause, except for ordinary wear and tear.

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

None known.

**Options:**

Option 1: Authorize the City Manager to sign the 2014 lease.

Implications:

1. Continues partnership between City and Senior Services for South Sound.

Option 2: Require staff to amend proposed contract with Senior Services for South Sound.

Implications:

1. Requires reopening of negotiations with Senior Services for South Sound.

**Financial Impact:**

No impact on expense budget. Meets budgeted revenues forecast for leases at The Olympia Center in 2014. The lease has been increased by \$355.90 per annual CPI adjustment.





THIS LEASE AGREEMENT is made and entered into between the City of Olympia, herein referred to as “OLYMPIA” and SENIOR SERVICES FOR SOUTH SOUND, a Washington nonprofit corporation, herein referred to as “USER.”

1. Premises. In consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, OLYMPIA hereby leases to USER a portion of The Olympia Center, herein referred to as the CENTER, located at 222 Columbia St NW, Olympia, Washington. More specifically, said portion is described generally as follows (and in detail on the attached “Exhibit A,” which is hereby incorporated by reference as though fully set forth herein):

a.) OLYMPIA agrees to grant the USER exclusive use of the following areas:

Dedicated Space

Office, reception, storage and work space for Senior Services for South Sound, Information & Assistance, Service to At Risk Seniors and Senior Nutrition Program, and the Senior Boutique.

Lobby Space

The South Lobby is for the exclusive use of the USER during all building hours as established by OLYMPIA.

USER shall be responsible for providing access to their staff and any third party individuals or organizations and provide appropriate supervision during the use. USER will not provide CENTER keys or access codes to volunteers without written agreement by OLYMPIA. OLYMPIA will not be responsible for providing access to any exclusive use areas for third party individuals or organizations.

b.) OLYMPIA agrees to grant the USER nonexclusive use of the following areas based upon the agreed upon hours of use by the USER. Costs associated with this use are provided for in USER's rent obligation.

Additional use beyond these hours will be charged 200% of the senior rate once hours have been exceeded for each space type.

Programming Space (Nonexclusive)

Various program spaces as agreed to between OLYMPIA and USER. The breakdown of program space is:

- Class/meeting rooms – 2250 hours
- Multi-Purpose room “A” – 1190 hours
- Gymnasium – 450 hours
- Special Events – 120 hours in various rooms.



All “early open” (before 8am) or “late close” (after 10pm) hours will be charged to USER using the standard hourly rate for those hours. USER will communicate anticipated extra hours in advance to allow OLYMPIA to appropriately schedule staff when necessary. Thirty (30) days advance notice is preferable, but not required.

#### Kitchen Space (Nonexclusive)

The Main Kitchen will be managed cooperatively by OLYMPIA and USER. Responsibilities will be as follows:

##### OLYMPIA

- All scheduling of facility
- Coffee service scheduling and fee collection
- Equipment repair and replacement
- Supervision of community use, except Senior Services

##### USER

- Provide coffee service as scheduled.
- Daily cleaning and general upkeep
- Maintain inventory of utensils, plates, cups, mugs, and other specific items as necessary.
- Training for community users (Senior Services staff can establish a schedule for training that does not conflict with nutrition operations).

At the end of the regular nutrition program (2pm, Mon-Fri), all appliances and dishes (i.e. coffee cups) will be clean and ready for community use. Any hours, including but not limited to stocking, appliance use, cleaning, or prep work requiring extra time shall be booked through OLYMPIA to avoid conflicts with community users.

In 2010, USER accepted donation of a new walk-in freezer. In order to accept this donation, space was converted to accommodate the equipment. OLYMPIA agreed to allow USER to modify the mutually agreed upon space on the condition that when the USER vacates the premises, the freezer will be removed and USER will convert such space back to its original purpose (sink and prep space).

- c.) USER is authorized to permit third party individuals and organizations access to exclusive use areas provided that the primary purpose of the third party is to promote or support senior interests in the Olympia community. Use of programming space by a group under the co-sponsorship of the USER that generates money will be charged 400% of the senior rate).

2. Term of Lease. This lease shall commence January 1, 2014, and shall terminate on December 31, 2014.



3. Rent. USER agrees to pay OLYMPIA a total of **\$6,444.63** per quarter, as rental payment hereunder, for an annual total of **\$25,778.52**. One quarter of said annual total shall be due and payable within 30 days of the end of each quarter during the term of said lease. Payment shall be made payable to the City of Olympia and provided to the CENTER Manager.
4. Annual Report. USER agrees to provide OLYMPIA with a written annual report summarizing participation, activity and the financial status of the organization. This report will be submitted by April 1 following each calendar year.
5. Utilities. USER agrees that OLYMPIA shall pay the cost of all utilities, except telephone service. The cost of purchasing or leasing telephones and/or installing and maintaining same shall be the responsibility of the USER.
6. Maintenance and Repair. OLYMPIA shall provide janitorial services, to include vacuuming, emptying of garbage, washing of windows, dusting, and general cleaning on a schedule to be determined by OLYMPIA. OLYMPIA shall also provide maintenance services to include replacement of light bulbs, painting, interior repair, and toilet articles. USER is responsible for all repairs necessary due to the negligence of the USER, his/her agents, invitees or employees.
7. USER's Repairs and Alterations. USER agrees to keep the leased premises clean and in a sanitary condition, to repair and/or pay to repair any and all damage to the leased premises caused by the USER, and upon surrendering possession, to leave the leased premises in good condition, except for ordinary wear and tear. The USER will not make any alterations, additions, or improvements without prior written consent of OLYMPIA. The USER will not commit any waste or damage of the premises.
8. Damage by Casualty. In the event said premises shall be destroyed or damaged by fire or other casualties so that the same shall be unfit for use or occupancy, then OLYMPIA shall, within fifteen (15) days after said casualty, notify the USER whether or not OLYMPIA elects to rebuild the premise and lease it in the same manner. If OLYMPIA elects not to rebuild the premises, then this lease shall be terminated and all rents will be adjusted as of said date of OLYMPIA's decision. If OLYMPIA elects to rebuild the premises, then the rent shall be suspended for such period as USER is not in possession and until the premises can be made fit for the USER's occupancy. OLYMPIA and USER hereby expressly waive their right of subrogation against the other party and waive their entire claim of recovery against the other party for loss, damage, or injury from fire or other casualty, included in the extended coverage insurance endorsement, whether due to negligence of any of the parties, their agents, or employees or otherwise.



9. Insurance. The USER shall provide a certificate of insurance showing evidence of commercial general liability insurance with combined single limits of liability not less than \$2,000,000 for bodily injury, including personal injury or death, products liability and property damage.

OLYMPIA must be named as an additional insured as respects this lease and such insurance as is carried by the USER is primary over any insurance carried by OLYMPIA. In the event of non-renewal, cancellation, or material change in the coverage provided, thirty (30) days written notice will be furnished OLYMPIA prior to the date of non-renewal, cancellation or change, such notice to be sent to the City of Olympia Recreation Manager, 222 Columbia St NW, Olympia, Washington 98501. OLYMPIA has no obligation to report occurrences unless a claim is filed with OLYMPIA and OLYMPIA has no obligation to pay premiums.

10. Hold Harmless and Indemnity. The USER agrees to defend, indemnify, and hold harmless OLYMPIA, its appointed and elected officers and employees, from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the USER, its employees, volunteers, or agents, or by the User's breach of this Agreement, except for such injury or damage as shall have been occasioned by the sole negligence of OLYMPIA, its appointed or elected officials or employees.
11. Publicity. USER agrees to provide OLYMPIA, specifically the CENTER Manager, with any and all publicity information affecting the CENTER.
12. Termination. This lease may be terminated in its entirety, or a portion of occupied space may be terminated, at any time by either party by thirty (30) days notice to the other party of such termination.
13. Assignment and Subletting. USER shall not assign this lease nor sublet the leased premises without the consent of OLYMPIA. USER agrees to pay all rent, maintenance and repair costs and all other expenses and costs contained herein. The collection of any and all assigned or sublet costs as agreed to between parties will be the sole responsibility of USER.
14. Furniture. USER shall provide, at its own expense, all furniture necessary for its possession and use in the leased office area of the CENTER. Furthermore, USER shall be responsible to reasonably maintain said furniture and replace same, if necessary, to maintain decorum consistent with that of the remainder of the CENTER.
15. Rules. USER shall comply with all laws, statutes, rules, regulations, ordinances, and resolutions promulgated either by the federal government, State of Washington, or the City of Olympia. Such rules include any and all rules of operation and procedure issued by OLYMPIA.



16. Hours and Days of Operation. USER shall be entitled to use and possession of the facilities during normal hours in which the CENTER is open to the public. To maintain a safe and secure facility for staff and assets, OLYMPIA may close the CENTER under the following conditions and in this order:

1. After 5:00pm on regular business days, or any time on Saturdays.
2. Whenever no building rentals, recreation programs, or senior programs are scheduled.

The Senior Lobby and STARS Room use are not considered as “programming” on Saturdays. Accommodations for the Senior Lobby and STARS may be considered on a case by case basis at the request of USER, and allowed at the discretion of OLYMPIA. Meeting or programming use of the Senior Lobby and STARS Room by USER after 5pm on weekdays and all day Saturday will be scheduled with OLYMPIA through the established procedures for room use scheduling.

17. Default. It is agreed that if USER shall abandon or vacate said premises before the end of the term, or if any rent shall be due and unpaid, or if default is made of any of the covenants and agreements to be performed by USER as set forth herein, then OLYMPIA may, at its option, enter upon said premises and re-let the same for such rent and upon such terms as OLYMPIA may see fit, and if the full rental herein shall not be realized by OLYMPIA over and above any expenses to OLYMPIA to such re-letting, USER will pay all deficiency promptly upon demand, or OLYMPIA may declare said lease terminated and forfeited and take possession of the said premises. USER agrees to pay reasonable attorneys fees and court costs should it be necessary to enforce any of OLYMPIA's remedies in this paragraph.

18. Audits. Upon request, USER shall make all financial information, including revenues and expenses, available to OLYMPIA. Financial reserves shall likewise be made available. Any terms, conditions, or restrictions attached to operating or reserve funds shall be identified. Information must be itemized to show the revenues, expenses, and cash reserves of each component program of USER.

19. Equipment Failure. OLYMPIA shall not be responsible for financial and/or material loss of perishable food products as a result of mechanical or electrical failure or loss of any effects resulting from equipment failure.

20. Security of Premises. USER is responsible for securing all non-public areas under its lease upon completion of use. OLYMPIA shall not be responsible for any loss sustained by USER as a result of failure to properly secure facilities. Additionally, USER will indemnify, defend and hold OLYMPIA harmless from any liabilities, claims, suits or damages for any and all loss sustained by OLYMPIA arising out of USER's failure to secure and protect the leased premises.



21. Notices. All notices required or given under this agreement shall be given to the following persons:

LESSOR: City of Olympia  
Contact Person: Scott River, Recreation Manager  
Address: The Olympia Center  
222 Columbia St NW  
Olympia, Washington 98501  
Telephone: (360) 753-8380

LESSEE: Senior Services for South Sound  
Contact Person: Eileen McKenzie-Sullivan  
Address: 222 Columbia St NW  
Olympia, Washington 98501  
Telephone: (360) 586-6181

22. Entire Agreement. This document constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this agreement requested by either party may only be by mutual agreement, in writing signed by duly authorized representatives of the parties. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

23. Interpretation/Venue. The rights and obligations of the parties and all interpretations and performance of this agreement shall be governed in all respects by the laws of the State of Washington. Section headings are inserted for convenience only and shall not be used in any way to construe the terms of this contract. Venue is proper in Thurston County, Washington.

23. Ratification. Any act consistent with the terms of this agreement but prior to its final execution is hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed, such parties acting by their representatives being duly authorized.

\*\*\* SIGNATURES ON FOLLOWING PAGE \*\*\*



CITY OF OLYMPIA

APPROVED AS TO FORM:

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

[Signature]  
Assistant City Attorney

Date \_\_\_\_\_

STATE OF WASHINGTON )  
) ss.  
COUNTY OF THURSTON )

On the \_\_\_\_ day of \_\_\_\_\_ 2014, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me STEVEN R. HALL, to me known to be the City Manager of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**SENIOR SERVICES FOR SOUTH SOUND**

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

STATE OF WASHINGTON )  
) ss.  
COUNTY OF THURSTON )

On the \_\_\_\_ day of \_\_\_\_\_ 2013, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of the Senior Services for South Sound, a Washington non-profit corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said non-profit corporation for the uses and purposes therein mentioned and on oath states that \_\_\_\_\_ is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**Senior Services for South Sound Lease  
The Olympia Center  
"Exhibit A"**

	Square Footage		O&M Rate	Lease Total	Subsidy Total
<b>Dedicated Space</b>					
<b>Administrative (Regional)</b>					
Care Connection	160		\$ 15.89	\$ 2,542.40	
Conference Room	140		\$ 15.89	\$ 2,224.60	
Development Office	140		\$ 15.89	\$ 2,224.60	
Finance	150		\$ 15.89	\$ 2,383.50	
General Admin.	370		\$ 15.89	\$ 5,879.30	
Senior Nutrition Regional	220		\$ 15.89	\$ 3,495.80	
STARS Regional	220		\$ 15.89	\$ 3,495.80	
Executive Office (former Volunteer Center)	140		\$ 15.89	\$ 834.23	
Main office/Reception (former Volunteer Center)	453		\$ 15.89	\$ 2,699.31	
<b>Administrative Offices SubTotal</b>				<b>\$ 25,779.54</b>	
<b>Direct Service (Olympia)</b>					
Activities Office	140		\$ 15.89		\$ 2,224.60
Boutique	811		\$ 15.89		\$ 12,886.79
Nutrition Office	147		\$ 15.89		\$ 2,335.83
Reception	223		\$ 15.89		\$ 3,543.47
Senior Lobby*	2200		\$ 15.89		\$ 34,958.00
Social Services office	100		\$ 15.89		\$ 1,589.00
STARS Room	557		\$ 15.89		\$ 8,850.73
STARS Room Office	192		\$ 15.89		\$ 3,050.88
Travel Office	200		\$ 15.89		\$ 3,178.00
Volunteer Office	120		\$ 15.89		\$ 1,906.80
<b>Direct Service Office Space SubTotal</b>					<b>\$ 74,524.10</b>
<b>Programming Space (Olympia)</b>					
	<b>Allocated Hours</b>	<b>Co-Sponsored Rate</b>	<b>Senior Rate</b>		
Class/Meeting Rooms	2250	\$ 4.00	\$ 2.00		\$ 4,500.00
Gymnasium	450	\$ 6.25	\$ 3.13		\$ 1,408.50
Main Kitchen**	1237	\$ 7.50	\$ 3.75		\$ 4,638.75
Multi Purpose Room A***	1190	\$ 16.00	\$ 8.00		\$ 9,520.00
Special Events "MPABC"	57	\$ 24.00	\$ 12.00		\$ 684.00
Special Events "Meeting Rooms"	63	\$ 4.00	\$ 2.00		\$ 126.00
<b>Programming Space SubTotal</b>					<b>\$ 20,877.25</b>
<b>Total Lease</b>				<b>\$ 25,779.54</b>	
<b>Total Subsidy</b>					<b>\$ 95,401.35</b>

\*The Senior Lobby has historically been subsidized 100% with an expectation it is available for Recreation and Community use after 5:00pm and on Saturdays. This space has evolved into an exclusive use space for the senior program. The intent is to continue to subsidize this space while maintaining an informal use arrangement with Senior Services for Recreation/Community use of the lobby space.

\*\*The Main Kitchen hours are not included in allocated space based on Senior Services increased responsibility with management of that space. See contract for details.

\*\*\*MultiPurpose Room "A" includes daily lunch from 11am to 2pm, Wednesday dances from 2pm to 4pm, and AM Lifetime fitness from 8am-10:30am.



# City of Olympia

City Hall  
601 4th Avenue E.  
Olympia, WA 98501  
360-753-8447

## City Council

### Approval of Interagency Agreement between Washington State Patrol and City of Olympia

**Agenda Date:** 2/4/2014

**Agenda Number:** 4.F

**File Number:** 14-0103

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**File Type:** contract

**Version:** 1

**Status:** Consent Calendar

**..Title**

Approval of Interagency Agreement between Washington State Patrol and City of Olympia

**..Recommended Action**

**Committee Recommendation:**

Not referred to a committee.

**City Manager Recommendation:**

Move to approve the agreement between the Washington State Patrol and the City of Olympia for the Mayor's signature.

**..Report**

**Issue:**

A request to sign an agreement with the State to facilitate the Fire Department's ability to send specially trained members on deployments with the Washington State Patrol for Fire Mobilization. This is a continuation of an agreement that expired on 12/31/13.

**Staff Contact:**

Greg Wright, Deputy Fire Chief, 360.753.8466

**Presenter(s):**

Greg Wright

**Background and Analysis:**

City of Olympia has employees with very specific emergency training that could be valuable to other jurisdictions in time of disaster or large events.

Within the fire service, Fire Mobilization, managed by the Washington State Patrol, is the mechanism that would be used to request these resources. For an agency to be able to send a resource when requested for Fire Mobilization, a contract between the State (Washington State Patrol) and the agency must be in force. The proposed agreement makes resources from the City of Olympia eligible for deployment to help other communities with no financial impact to the City. Sending resources is completely voluntary on the City's part. Resources are only sent if they can be spared at the time. The experience gained during such a deployment is a benefit to the City.

The City of Olympia had such a contract but it has expired. The Fire Department

**Agenda Date: 2/4/2014**

**Agenda Number: 4.F**

**File Number: 14-0103**

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would like to have this agreement in place. This Council Action would approve the agreement for another 5 years.

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

N/A

**Options:**

1. Approve the agreement between the State of Washington - Washington State Patrol and the City of Olympia for the mayor's signature. Doing so makes resources from Olympia eligible for deployment to help other communities with no financial impact to the City.
2. Do not approve the agreement and do not allow Fire Department members to go on Fire Mobilization deployments.

**Financial Impact:**

None. The contract facilitates re-payment to the City if a resource is sent.

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

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

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

Therefore, it is mutually agreed that:

- 1. Mobilization Plan.** The Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State that has expended all local and mutual aid resources in attempting to manage, mitigate and control an emergency incident or situation for the protection of life and property. If the City responds with its available assets to an incident mobilization, both parties shall comply with the procedures detailed in the Mobilization Plan.
- 2. Period of Performance.** The period of performance of this Agreement begins on the January 1, 2014 and ends on December 31, 2018 unless terminated sooner as provided herein.
- 3. Billing Procedures.** WSP shall reimburse the City upon the receipt of properly executed claim forms submitted by the City according to the Mobilization Plan. Claims for payment submitted by the City to WSP for costs due and payable under this Agreement shall be paid by WSP if received by WSP within 45 days from the end of each respective fire mobilization. The City is required to be registered as a Statewide Payee prior to submitting a request for payment under this Contract. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.
- 4. Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
- 5. Records Maintenance.** Both parties shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly

authorized by the parties shall have full access and the right to examine any of these materials during this period.

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

For the Washington State Patrol:

For City of Olympia:

\_\_\_\_\_  
FOR: John R. Batiste, Chief

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title                      Date

\_\_\_\_\_  
On File 3/26/2009

Darren Nienaber

\_\_\_\_\_  
Approved As To Form by OAG

\_\_\_\_\_  
Approved As To Form for the City of Olympia

Darren Nienaber 1-24-14

\_\_\_\_\_  
Printed Name                                      Date

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

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

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

Therefore, it is mutually agreed that:

- 1. Mobilization Plan.** The Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State that has expended all local and mutual aid resources in attempting to manage, mitigate and control an emergency incident or situation for the protection of life and property. If the City responds with its available assets to an incident mobilization, both parties shall comply with the procedures detailed in the Mobilization Plan.
- 2. Period of Performance.** The period of performance of this Agreement begins on the January 1, 2014 and ends on December 31, 2018 unless terminated sooner as provided herein.
- 3. Billing Procedures.** WSP shall reimburse the City upon the receipt of properly executed claim forms submitted by the City according to the Mobilization Plan. Claims for payment submitted by the City to WSP for costs due and payable under this Agreement shall be paid by WSP if received by WSP within 45 days from the end of each respective fire mobilization. The City is required to be registered as a Statewide Payee prior to submitting a request for payment under this Contract. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.
- 4. Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
- 5. Records Maintenance.** Both parties shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly

authorized by the parties shall have full access and the right to examine any of these materials during this period.

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

For the Washington State Patrol:

For City of Olympia:

\_\_\_\_\_  
FOR: John R. Batiste, Chief

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
On File 3/26/2009

\_\_\_\_\_  
Approved As To Form by OAG

\_\_\_\_\_  
Approved As To Form for the City of Olympia

\_\_\_\_\_  
*Darren Menaber 1-24-14*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# City of Olympia

City Hall  
601 4th Avenue E.  
Olympia, WA 98501  
360-753-8447

## City Council

### Approval of Labor Contract with the International Association of Fire Fighters, Local #468

Agenda Date: 2/4/2014

Agenda Number: 4.G

File Number: 14-0109

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File Type: contract

Version: 1

Status: Consent Calendar

#### ..Title

Approval of Labor Contract with the International Association of Fire Fighters , Local #468

#### ..Recommended Action

##### Committee Recommendation:

Not referred to a committee.

##### City Manager Recommendation:

Move to approve the labor agreement with the International Association of Fire Fighters, Local #468 and authorize the City Manager to execute the agreement.

#### ..Report

##### Issue:

Approval of labor contract between the City of Olympia and the International Association of Fire Fighters (IAFF), Local #468

##### Staff Contact:

Jay Burney, Assistant City Manager, 360.753.8740

##### Presenter(s):

Jay Burney, Assistant City Manager

#### Background and Analysis:

The labor agreement with IAFF, Local #468 expired on December 31, 2013. The contract covers 87 Fire Fighters in the City's Fire Department. This new agreement has been ratified by IAFF members, and City staff is now bringing it forward for approval.

The new proposed contract for Council consideration is shown in Attachment 1.

The contract has a three-year term that will expire on December 31, 2016. In looking at comparable jurisdictions, the IAFF, #468 presented data indicating they were behind their comparable jurisdictions by a little more than 3% based on settlements of contracts to-date. The agreement provides for a 3% increase in 2014. Increases in 2015 and 2016 are tied to City sales tax revenues, with a 2% minimum, and a 4% maximum. The City also agreed to pay an additional \$25 per month into each member's Medical Expense Reimbursement Plan (MERP) starting in 2014 to close the

**Agenda Date: 2/4/2014**

**Agenda Number: 4.G**

**File Number: 14-0109**

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remaining compensation gap between comparable jurisdictions.

In terms of benefits, the City offered to pay the entire premium costs for dependent dental and life insurance as the IAFF union was the only remaining group that we did not do so. This change will make it easier for staff in terms of contract administration.

The remainder of the contract changes are general language clean-up items based on operational needs.

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

N/A

**Options:**

1. Move to approve the labor agreement with the International Association of Fire Fighters, Local #468 and authorize the City Manager to execute the agreement.
2. Do not approve the labor agreement with the International Association of Fire Fighters, Local #468 as proposed and direct staff as to next steps.

**Financial Impact:**

The cost to the City for implementing this contract in 2014 is \$287,720, which is already included in the 2014 Operating Budget. A summary of the economic agreements is shown in Attachment 2.



AGREEMENT BETWEEN

THE CITY OF OLYMPIA, WASHINGTON

AND

LOCAL #468, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO

January 1, 2014 - December 31, 2016

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AGREEMENT BETWEEN  
THE CITY OF OLYMPIA, WASHINGTON  
And  
LOCAL #468, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

PREAMBLE

This Agreement is entered into by the City of Olympia, Washington, hereinafter referred to as the City, and Local #468, International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1- RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and other conditions of employment for all full-time uniformed personnel (as defined by RCW 41.56.030(6)) employed in the Olympia Fire Department, excluding:

- A. Chief of the Department
- B. Deputy Fire Chief
- C. Members of the Fire Department who are not uniformed employees as defined by RCW 41.56.

ARTICLE 2- UNION BUSINESS

A. Dues Deduction: Upon receipt of a written and signed form from the member authorizing payroll deduction, the City will deduct each month Union dues from the member's wages in the manner prescribed by law; the amount so deducted shall be mailed each month to the Union.

B. Union Official's Time Off:

1. The City agrees to allow time off with pay for a Union officer or duly appointed representative to attend State or National Conferences, State or National Seminars, or State LEOFF Board Meetings, not to exceed five (5) shifts or one hundred twenty hours (120) or the equivalent day shift conversion rate per year. The Union shall submit its request for such time off in writing at least two (2) calendar days prior to the date of the member's requested date of departure. The request shall state the member's name, Union capacity, requested date of departure, and name of the replacement member of equal classification.

2. Attendance by individual Union members at these or similar functions at the express request of the City shall not be counted toward the allowable five (5) shifts but shall be considered and paid as a regular shift.

3. Time off without pay, as permitted under RCW 41.56.220, shall not be counted toward the allowable five (5) shifts.

4. The Union shall provide for a replacement of equal classification to maintain required manning strength at no cost to the City for each Union member absent due to attendance at such meetings, seminars or conferences unless replacement would be required as the result of attendance at one of the activities specified in paragraph 2. In the event that the scheduled replacement is unable to report for duty, and in the further event that the Union does not supply an alternative replacement, the costs incurred by the City in obtaining a substitute member shall be deducted from the wages of the absent Union member.

**C. Union Meeting:**

1. The Union shall be permitted to hold no more than eighteen (18) Union meetings per year on City premises between 6:00 p.m. and 11:00 p.m. under the following conditions:

- a. The Fire Chief or his designee is given notice of such meeting at least three (3) calendar days prior to the date of any scheduled meeting.
- b. That such meetings do not in any way interfere with any prior work assignments, prior departmental commitments or emergency responses.
- c. That the designated hours may be modified by mutual agreement of the Fire Chief or his designee and the President of the Union or his designee.

2. It is further agreed that the Union Grievance Committee and the Union Executive Committee may meet on City premises during the hours specified above under the following conditions:

- a. That the Fire Chief or his designee is given notice of such meetings at least one (1) calendar day prior to such meeting and subject to the same conditions as are specified above in reference to Union meetings.
- b. Union Grievance Committee Meetings and Executive Committee Meetings shall not require the movement of Fire Department personnel or equipment from the stations to which they are assigned during the duration of their duty shift.

3. The Union agrees that no other formal Union business shall be conducted upon the premises without the prior permission of the Fire Chief or his designee.

4. This section is not intended to prohibit casual conversation of Union business between Union members on City premises, provided that such conversations shall not take place in a manner which disrupts Department personnel in the performance of their duties.

D. The Union agrees that its officers, agents, affiliated organizations, and members of the bargaining unit will not solicit merchants, businesses, residents or citizens located within the City of Olympia for contributions, donations or to purchase tickets for any Union sponsored performance or advertising in any Union or Union related publication or associate membership in the Union or any Union related organization without thirty (30) days prior written notice to

the City Manager. Such notice shall include the dates such activity shall begin and end, the entities involved in such fund raising and the methods to be employed in the specific campaign.

#### ARTICLE 3- UNION SECURITY

A. All members who, on the execution date of this Agreement are members of the Union in good standing and all members who voluntarily become members thereafter shall, as condition of employment maintain their membership in the Union for the duration of this Agreement to the extent of paying the periodic dues and special assessments uniformly required as a condition of Union membership.

B. The City and Union agree that when the Union determines that an member has failed to pay and maintain in a current status the initiation fee, dues or assessments established by the Union for membership in good standing as set forth in the Union's bylaws, the Union shall, provide the member and the City with thirty (30) days notification of its intent to initiate discharge action. If, at the end of this thirty (30) day period, the member has failed to bring to a current status the required payment of initiation fees, dues and/or assessments to the Union, the Union shall notify the City and the City shall take such steps as are necessary to discharge the member. It is specifically agreed:

1. That the initiation fees, dues and assessments shall be uniform for all members; and
2. That the sole basis for the City's responsibility to discharge a member shall be failure to maintain such dues, initiation fees and assessments in a current status.

C. The Union agrees to defend, indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the employer as a result of any action taken by the City at the direction of the Union under provisions of this Article.

#### ARTICLE 4- MANAGEMENT RIGHTS

All powers, authorities, functions and rights not specifically and expressly restricted by this Agreement are retained by the City and shall continue to be subject to exclusive management control.

#### ARTICLE 5- SENIORITY

A. Seniority shall be determined by the date of initial continuous employment. The date of initial employment shall be the actual date the member begins his/her employment. In the event more than one member has the same date of employment, the person with the higher score on the Civil Service examination shall have seniority over members having lower scores on the same dated examination. A member who has not completed one (1) full year of continuous employment shall not be considered to have seniority and shall not be considered to be a regular full-time employee.

B. The City, through the office of the Fire Chief, shall at the first of each year establish two seniority lists which will be posted in all fire stations and a copy of each list sent to the Secretary of the Union. The list shall remain posted for not less than thirty (30) calendar days. Any objections to the seniority lists as posted shall be reported to the office of the Fire Chief within thirty (30) days or it shall stand as posted. One list with the departmental seniority will indicate the seniority of employees within the entire Fire Department. The second list will indicate the

seniority of members on each shift and will be adjusted as members are added or lost on that shift throughout the year.

### C. Reduction in Force

1. All reductions in force of personnel covered by this Agreement shall be carried out pursuant to the terms of this Article.
2. In the event the City decides to reduce Fire Department personnel, the City shall lay off the employees having the shortest length of service in the Olympia Fire Department.
3. Following a layoff under subparagraph 2 above, the City shall determine, by classification, which positions are to be reduced. Where Captain positions are to be reduced, the employee having the least time in grade as a Captain shall be the employee to be reduced and he or she shall have bumping rights over any retained employee in a lower classification, provided that he or she has previously held permanent status in that classification. Where Lieutenant positions are to be reduced, the employee(s) having the least time in grade as a Lieutenant shall be the employee to be reduced.
4. Members on layoff as a result of reduction shall be recalled according to seniority, provided that those recalled have the demonstrated ability and qualifications to serve in the classification in which the opening exists. No new employees shall be hired until all laid off employees have been given an opportunity to return to work.
5. The Union shall cooperate with the City in maintaining a list of addresses of members who have been laid off. Notice of recall shall be sent by the City to the members at his or her last known address by certified mail with return receipt requested. If any member fails to report to work within twenty-one (21) calendar days from the date of mailing of the notice of recall, that member shall be considered to have terminated his employment with the City, shall cease to have seniority, and the member's name shall be removed from the recall list.
6. In the event that a member is unable to report to work as a result of a bona fide physical or mental problem then the member's name shall not be removed from the list nor shall the member be considered to have quit or cease to have seniority, but rather shall, in the event that the City determines that it cannot await his return, be passed over for recall purposes until the next issuance of notice of recall, provided that the member shall provide the City with notice within the twenty-one (21) calendar working days of his inability to return. It is recognized that the City may require substantiation of the illness or injury alleged to be the cause of failure to report pursuant to a recall notice. If the substantiation is not submitted to the City by the member within seven (7) calendar days of the receipt of the City's request for substantiation without reasonable cause for any delay in so providing, and in the further event that any such substantiation provided does not reasonably support the member's alleged illness or injury, then the loss of seniority and recall rights shall be imposed.
7. Recall rights for any member shall expire eighteen (18) months from the date of layoff. Written notice of expiration or loss of recall rights shall be sent to the member at his or her last known address by registered or certified mail with return receipt requested.
8. Benefits and seniority shall not accrue during layoff.
9. For purposes of this Article, the classifications to be considered are Battalion Chief, Captain, Lieutenant and Fire Fighter.

## ARTICLE 6- UNIFORMS, CLOTHING, AND EQUIPMENT

A. Protective Clothing: The City shall provide the following protective clothing for each member of the Fire Department: one helmet, one turnout coat with liner, one pair of suspenders, one pair of turnout pants with liner, one pair of gloves, and one pair of NFPA turnout boots, and one winter jacket with patch. This clothing shall be of a quality that is generally accepted as suitable for protection of Fire Fighters, in compliance with WAC 296-305. Such clothing shall remain the property of the City and shall be kept in good and safe condition and replaced as necessary due to normal use, in accordance with Department policies, as determined by the Uniform Committee. In the event of negligent loss or abuse of protective clothing by a member (employee), as determined by the Uniform Committee, the City may, in lieu of discipline, permit the member (employee) to pay for replacement of such protective clothing.

B. Uniforms: The City shall provide uniforms to each new member of the Fire Department as per Department Operating Guidelines. A uniform allowance account is established for each member to cover uniform replacement. Members of Day Shift will be provided with additional funds equivalent to two new "class B" uniforms upon their initial assignment/appointment. The Labor-Management Team will determine the uniform menu and will evaluate the uniform account allowance for all workgroups.

C. Equipment: In recognition of working a 24-hour shift, the City will install an internet connection at each station to be used for access to the internet. Access to the internet through this connection may be for non-business related purposes yet shall be consistent with the City's Policy 3-Discrimination and Harassment and the City's vision and values.

The City will be responsible for the coordination of the installation and payment of this internet connection; maintenance and repair of this internet connection will be the responsibility of the contracted internet service provider(s). The union will be responsible for any maintenance and repair of equipment utilized to access the internet through this connection. Any modifications to this connection (e.g. change to wireless) must be coordinated with the City to ensure no interference with the existing operating network/systems.

## ARTICLE 7- HEALTH AND SANITATION

A. The City shall provide beds, clean bedding at regular intervals and towels for each member. Shower facilities will be provided with bathroom facilities at each Fire Station operated by the City. The City shall provide and maintain first aid supplies at each Fire Station. The City and the Union shall cooperate fully in matters of safety, health and sanitation affecting the members.

B. The Fire Chief shall issue, and may from time to time revise, written guidelines specifying reasonable safety practices which shall be followed by Department personnel at the scene of emergency operations in the fulfillment of their assigned responsibilities.

## ARTICLE 8- INSURANCE AND RETIREMENT

A. Employee and Dependent Dental: The City agrees to pay the entire premium costs for the member and his/her dependents (if any) dental insurance coverage as provided by the City. Specifically, the City will provide coverage through the Association of Washington Cities Employee Benefit Trust, Washington Dental Service Incentive Plan F.

B. Orthodontia Benefits: The City will pay 100% of the premiums for employee and dependents for the Association of Washington Cities Employees Benefit Trust, Washington Dental Service Orthodontia Plan III.

C. Employee Medical: The City agrees to pay the entire premium costs for member's medical insurance coverage as provided by the City. Specifically, the City will provide coverage through the Association of Washington Cities Employee Benefit Trust, Regence PPO Plan and the Group Health Cooperative for LEOFF II members. Group Health Cooperative Co-Pay Plan with a \$5 co-pay will be replaced with a \$10 co-pay plan effective January 1, 2012. The Regence PPO Plan shall remain unchanged. LEOFF I members will be enrolled in the Regence Plan A or Group Health Cooperative No-Co-pay Plan.

D. Dependent Medical: Any premium increases for dependent medical insurance coverage for each participating member, as provided by the City, shall be shared by the City and the member, with fifty percent (50%) of any such increase paid by the City and fifty percent (50%) of any such increase paid by the member through payroll deduction, provided, however, that the amount paid by the member shall not exceed fifteen percent (15%) of the total dependent medical insurance premium. Thereafter, the City and the member shall continue to equally share any increases in premium costs until such time that the City shall pay eighty-five percent (85%) and the member shall pay fifteen (15%) of the total premium.

E. Vision Benefits: The City will pay 100% of the premiums for employee and dependents for the Association of Washington Cities Employees Benefit Trust, Vision Service Plan - \$25 deductible.

F. Life Insurance: The City agrees to provide and pay the premium for \$7,000.00 (seven thousand dollars) life insurance coverage for each participating member.

G. Disability Insurance: The City and the Union will designate one (1) disability income protection insurance plan to be made available to members on an optional basis. The full cost of the plan shall be paid by the participating members through payroll deduction.

H. Retirement: The City shall cover members of the bargaining unit in accordance with the applicable State pension system requirements.

I. Optional Insurance Benefits: Benefits are made available to members that members pay 100% of the premiums through payroll deduction. Examples include, but are not limited to, flexible spending accounts, and disability insurance. Members, who subscribe, will be fully responsible for any premium increase for such optional benefits.



J. Health Premium Reimbursement Trust: The city shall contribute \$100.00 per month to the Washington State Council of Firefighter's Medical Expense Reimbursement Plan of each member of the bargaining unit.

K. Deferred Compensation: It is mandatory that all bargaining unit members defer 6% of their salary in the deferred compensation program.

L. Deferred Compensation Plan: Members shall be afforded the option of selecting ICMA-RC or Nationwide as their deferred compensation program. Members are allowed to have funds in both programs, although members are eligible to contribute to only one program each calendar year, and may elect to change programs during the designated City open enrollment period.

Effective January 1, 2013 members may obtain a deferred compensation loan through either ICMA or Nationwide. Members are not allowed to have simultaneous loans through both providers. Members must follow the City's established guidelines and procedures for application, repayment, and terms. The City will observe all federal laws pertinent to this program. Members' failure to repay loan amounts and delinquency of loans could jeopardize the continued availability of the loan program and possibly the tax-exempt status of the entire plan. The IRS may amend/modify or eliminate the guidelines of the program at any time. Should the program be discontinued, any outstanding loans would continue, but no future loans would be granted. Should the City determine that it cannot continue with the program, they will discuss first with the union; ultimately, however, the City may discontinue this program at any time and for any reason.

M. Medical Opt-Out Incentive: Members of the collective bargaining unit, who opt out of the Medical Plans paid by the City of Olympia for employees, shall be paid an incentive of two hundred fifty dollars (\$250) per month by the City. The incentive plan will be available to employees upon the signing of this agreement. In order to receive the incentive, employees must provide proof of other medical coverage except for those employees who are voluntarily covered as a "spouse/partner" rather than an "employee" under the City's insurance plan.

Employees of the City who are voluntarily covered as a "spouse/partner" rather than as an "employee" under the City's insurance plan must enroll during the open enrollment period. The City reserves the right to cease this program at any time for any reason. If the City ceases the program for any reason other than violation of state or federal law, the City will do so during open enrollment.

#### ARTICLE 9- GRIEVANCE PROCEDURE

A. The purpose of this procedure is to provide for an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Union-Management meetings involving grievances or these procedures shall be scheduled by mutual agreement.

B. For the purpose of this Agreement, a grievance is defined as a dispute, which arises between the members and the City and shall be limited to a dispute or disagreement involving the interpretation, application or alleged violation of any provision of this Agreement.

C. Grievances which arise shall be settled in the following manner:

STEP 1. Where the grievance involves a matter within the control of his or her shift Battalion Chief the grievant and/or the Union Grievance Committee shall attempt to resolve the matter with the Battalion Chief prior to the filing of a written grievance. Grievances shall be filed in writing with the Chief of the Fire Department and with the Union Grievance Committee within fifteen (15) calendar days after the member(s) involved knew or should reasonable have known of the occurrence giving rise to the grievance. The written grievance shall include: 1) a statement of the grievance and such facts as are deemed relevant; 2) specific provision or provisions of the contract which are alleged to have been violated; 3) remedy sought; and 4) any other material deemed relevant. The Fire Chief or his designee shall attempt to resolve the grievance within ten (10) working days after receipt of the written grievance.

STEP 2. If the solution proposed for the grievance by the Fire Chief or his designee is unsatisfactory to the member or to the Union Grievance Committee, or if the matter remains unresolved ten (10) working days after submission of the written grievance to the Fire Chief, the written grievance shall be presented to the City Manager or his designee. The City Manager or his designee shall respond to the grievance within ten (10) working days following the submission of the grievance to the City Manager.

STEP 3. If the solution proposed for the grievance by the City M or his designee is unsatisfactory to the Union Grievance Committee, or if the matter remains unresolved ten (10) working days after submission of the written grievance to the City Manager, then the grievance as considered in Step 2 shall be submitted to arbitration in accordance with the following procedures:

a. Notice of arbitration shall be given within ten (10) working days following the issuance of the solution proposed by the City Manager or his designee. A representative of the Union and the City Manager or his designee shall meet within five (5) working days after notice of arbitration has been given to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the Public Employment Relations Commission to appoint an arbitrator from its staff. If the Public Employment Relations Commission indicates a delay of more than two (2) months, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of five (5) names and the parties shall alternately strike one (1) name from the list until only one (1) name remains. A coin toss shall determine the party striking the first name. The one (1) name remaining shall be the arbitrator. One (1) working day shall be allowed for the striking of each name.

b. It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The hearing shall be kept private and shall include only such parties in interest and/or designated representatives. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed Article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement or to substitute his judgment on a matter or condition for that of the City where the City has not negotiated and limited its authority on the matter or condition. The arbitrator shall render his decision within thirty (30) calendar days after the final hearing. Decisions of the arbitrator within these stated limits shall be final and binding upon the parties to the grievance, provided that the decision does not involve any actions by the City which are beyond its jurisdiction. Neither the arbitrator nor any other person or persons involved

in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

c. The fees and expenses of the arbitrator and the proceedings shall be borne equally by the City and the Union. Each party shall be responsible for all costs of preparing and presenting its case including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the costs of such records, provided that in the event the other party subsequently requests a copy of said records, the cost shall be borne equally.

d. In case of a grievance involving any continuing or other money claim against the City, no award shall be made by the arbitrator which shall allow any alleged accruals greater than fifteen (15) calendar days prior to the date when such grievance shall have first been presented.

e. It is understood and agreed that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the grievant member, the Union or persons represented by the Union, and the City to litigate or otherwise contest the grievance of this subject matter in any court, Civil Service Commission, or any other available forum, provided that if it is determined by the arbitrator that he has no authority or power to rule in the case, it shall have been deemed to be no election of remedies or a waiver of rights. Conversely, litigation of the subject matter of the grievance in any court shall be deemed to constitute an election of remedies and a waiver of the right to arbitrate the matter.

f. In the event the arbitrator finds that he has no authority or power to rule in the case, the matter shall be referred back to the merits of the case and with a written statement indicating the reasons for the arbitrator's conclusion.

D. A grievance will be deemed to have been waived if the grievant member or Union chooses to take a grievable matter to any city, state or federal agency.

E. Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure of the member or the Union to submit the grievance in accordance with these time limits without a waiver of the time limits by the City shall be deemed an abandonment of the specific grievance. For the purposes of this Article, "Working Days" shall mean Monday through Friday, normal City business days, but shall not include holidays occurring during the normal business week of the City. A grievance or arbitration proceeding may be terminated at any time upon receipt of a complete authorized statement from the Union and the grievant member stating that the matter has been resolved to the satisfaction of the Union and the grievant member.

## ARTICLE 10- RULES AND REGULATIONS

The Union agrees that its members shall comply in full with Fire Department rules, regulations, policies and procedures including those relating to the conduct of work performance. The employer agrees those Department rules, regulations, policies and procedures adopted which affect working conditions and performance shall be subject to the grievance procedure.

## ARTICLE 11- HOURS OF WORK

A. The Olympia Fire Department recognizes a 7(k) exempt twenty-seven day work period for field operations members assigned to twenty-four hour shifts. During that period, field operations members shall be assigned one hundred ninety-two (192) hours or twenty-four hours on/forty-eight hours off (49.8 hour per week). Within each twenty-seven (27) day work period, field operations members will receive twenty-four (24) hours off (Kelly Day) with pay. This time off will be scheduled by the Fire Chief or his designee.

B. Sick leave hours will not be deducted from a person's accrual bank for those hours during a scheduled Kelly Day. While on sick leave, Kelly Days cannot be banked or traded for use upon return to duty.

C. Members assigned to other than twenty-four (24) hour shifts will be classified as Day Shift. Day Shift members shall work forty (40) hours per week schedules.

## ARTICLE 12- SALARIES

### A. Basic Salaries

1. Members covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement and marked "Appendix A". The wage schedule is considered a part of this Agreement. A recruit classification for inexperienced Firefighters during the six-month training period will be seventy percent (70%) of top step Firefighter. A recruit classification for inexperienced Firefighter Paramedics during the six-month training period will be eighty percent (80%) of top step Fire Fighter. This recruit pay will be followed by six (6) months at Firefighter and Firefighter Paramedic Step 1. Members will be placed at Step 2 on their one year anniversary.

2. All members' salaries shall be calculated from the top step of Firefighter. The applicable percentage per position and time in grade shall be found in Appendix A.

3. Members who obtain and maintain Thurston County EMT-B certification, including defibrillator certification, will receive incentive pay of \$12.50 per pay period.

4. Members trained, certified, and operating as the MSA, MMR Certified CARE Technician for their shift, to a maximum of 3 positions for the department, will have 2% added to their base pay per month.

5. Members will receive deferred comp compensation in the amount of 3.0% as part of their basic salary for services rendered.

6. Fire Lieutenants with a Paramedic certification (subject to requirements and limitations of the Medical Program Director) will receive 5% compensation over their applicable Fire Lieutenant rate of pay.

7. All regular pay will be directly deposited to the financial institution of the employee's choice.

B. Working Out of Classification: Any member covered by this Agreement who is designated by the Fire Chief or his representative as working out of classification in a higher position than his/her regular classification shall receive the greater of the lowest step of the higher classification pay range or a five percent (5%) increase per hour that the member works in the higher position.

C. Educational Incentive/Longevity: Additional monthly pay shall be awarded as an educational incentive or as longevity to members of the department on the following scale:

	Less than 5 full years	5 to less than 10 full years	10 to less than 15 full years	15 to less than 20 full years	20 to less than 25 full years	25 and above full years
Longevity %	0	1.5	3.0	4.0	5.0	6.0
Associate's degree %	2	2	na	na	na	na
Bachelor's degree %	4	4	4	na	na	na

The city will apply the longevity pay unless documentation of education is provided by the member. Education incentive pay and longevity pay shall not be combined.

#### ARTICLE 13- OVERTIME, CALLBACK, AND EXCHANGE

A. Unscheduled overtime shall be defined as authorized work performed in excess of scheduled hours of work as stated in Article 11 of this Agreement.

1. All overtime performed to supplement the absence of normal field operations personnel shall be paid at the overtime rate from the time they report for duty.

2. A member will be paid the overtime pay rate for one-quarter (1/4) hour for any portion of the one-quarter (1/4) hour worked.

3. Paramedics attending in-service training required by the Medical Program Director will be compensated for such time, up to three (3) hours per month.

B. Field operations members shall receive overtime compensation at time and one-half Hourly pay is computed using the following formula:

$$\frac{\text{Pay Period Salary * (+) Special Pay}}{108 \text{ hours}^{**}}$$

\*Annual Pay divided by 24 pay periods

\*\*192 hours multiplied by 13.5 (27-day periods in one year) = 2592 annual hours and 2592 annual hours divided by 24 pay periods = 108

C. Day Shift members who work in excess of their regular scheduled work day shall, at the member's option, receive compensation in the following manner:

1. Receive overtime pay figured at the rate of one and one-half (1.5) times their applicable rate; or
2. Compensatory time equal to one and one-half (1.5) hour for each hour worked if the member is performing non-operations type work for their assigned division.
  - a. Members may accrue a maximum of eighty (80) hours. When a member has accrued the maximum number of hours, any additional overtime worked will be paid at the overtime rate.
  - b. The scheduling of compensatory time off is at the discretion of the supervisor. The supervisor must, however, allow the use of compensatory time within a reasonable period unless the member's absence would unduly disrupt operations.
  - c. Upon retirement, resignation, or transfer, a member's compensatory bank will be cashed out at the member's final hourly rate.
  - d. Effective upon signing of this agreement, compensatory time credited toward final average salary for the purposes of reporting to the Washington State Department of Retirement Systems (DRS) will be limited to compensatory time earned in the last year of employment.

D. Fire Suppression members who attend pre-approved non-mandatory training shall receive compensation in the following manner:

1. Vacation time equal to one and one half (1.5) hours for each hour worked.
  - a. Approval for vacation credit for non-mandatory training is at the discretion of the Division Manager

E. Members on off-duty time who are subpoenaed to give testimony in court about events arising out of their employment, except in civil cases, shall receive overtime compensation at the applicable rate.

F. The Fire Department will establish and maintain an overtime work list for each class of members. All members will have their names represented on the list in accordance with the departmental seniority list as established in Article 5 of this Agreement. Should the need for overtime occur in the Fire Department because of vacations, sickness or other unforeseen conditions, the officer in charge shall fill the vacancy in accordance with departmental policy.

G. Callback:

1. In the event additional staffing is required to cope with a designated greater alarm, the Fire Department shall call in the necessary off-duty Fire Fighters and officers concurrent with summoning mutual aid units. This section does not apply when mutual aid units are summoned for the purpose of providing special equipment or when dispatch procedures require automatic mutual aid responses.
2. All off-shift personnel will be paid a minimum of two (2) hours pay at the applicable overtime rate when called back under alarm conditions. Provided that a member is called back less than two (2) hours prior to the start of a shift, for that member, overtime will be paid only for actual time until the start of the member's shift.
3. Members will return to work for emergency callback whenever contacted unless they are sick, unable to secure their property or family, and/or are incapacitated.

H. Exchange of Time:

1. Exchange of time involving Kelly days will be allowed without restriction provided that only whole (24 hour) shift are exchanged, except as defined in Article 11 and the Manual of Operations.
2. As the "exchange of time" is solely for the convenience of the members, the City assumes no liability, either monetary or non-monetary.

ARTICLE 14- SICK LEAVE

A. Notification Members not able to work because of emergencies or other justifiable causes as defined in departmental Manual of Operations must notify their Battalion Chief, or acting Battalion Chief, before 6:30 a.m. of the date they are to work. This provision shall not be interpreted as condoning repeated absences from work on the part of the members.

B. Sick Leave

1. Regular full time members covered by the LEOFF Retirement System prior to October 1, 1977 will accumulate paid sick leave at the rate of twenty-four (24) hours for each full month of service up to a maximum accumulation of two hundred forty (240) hours. Sick leave accumulated in one (1) year may be carried over to succeeding years but not to exceed a total of two hundred forty (240) hours.

The Union agrees that members will not apply for disability leave under the LEOFF pension system for absences of less than three (3) scheduled work days/shifts unless the member does not have sufficient paid sick leave accrued. When a member applies for disability leave, the commencement of the disability leave shall be as of the first hour that the member was unable to report to work. Any sick leave which subsequently is covered by an approved disability leave shall be credited to the affected members, provided that such credit shall not result in sick leave accrual in excess of the maximum accumulations stated in paragraph I above. It is the intent of this section that the City's total liability for combined paid sick leave and disability leave shall not exceed six (6) months for any one incident.

2. Regular full time members enrolled in the LEOFF Retirement System after October 1, 1977 will accrue one (1) duty shift per month during the first 72 months of service. After 72 months, members will accrue sixteen (16) hours per month. Maximum accumulation

is one thousand four hundred forty (1,440) hours for field operations personnel. LEOFF II Day Shift members will accrue eight (8) hours per month to a maximum of nine hundred and sixty (960) hours.

3. Use of and eligibility for sick leave shall be governed by departmental Manual of Operations. All full-time members are permitted to remain away from their employment because of illness or physical inability, whether incurred on-duty or off-duty, without loss of compensation up to the number of sick leave hours that the member has accrued.

#### ARTICLE 15- VACATIONS

A. Annual vacation credits for field operations personnel assigned to twenty-four (24) hour shifts shall be earned from the date of employment as follows. To calculate Day Shift accruals, multiply designated field operations vacation accrual entitlements by 0.70.

1. Members having less than five (5) years full time service with the City will accrue 156 vacation hours per year.

2. Members having more than five (5) and less than ten (10) years full time service with the City will accrue 204 vacation hours per year.

3. Members having more than ten (10) years and less than fifteen (15) years of full time service with the City will accrue 252 vacation hours per year.

4. Members having more than fifteen (15) years of full time service with the City will accrue 276 vacation hours per year.

5. Members with more than twenty (20) years of full time service with the City will accrue 288 vacation hours per year.

B. Accrued vacation time taken shall be limited to the number of vacation credits earned by the member.

C. The vacation selection list will be posted on the bulletin board in the main station by November 1 of the year proceeding the opening date of the vacation selection list. Vacation selection will be made by seniority according to the shift seniority list, with senior members selecting before members with less seniority.

#### D. Vacation Requests:

1. All vacation requests will be submitted to the Fire Chief on the forms provided prior to January 1. Requests received after that date will be processed on a first come basis without regard to seniority. The first two selection cycles will not be denied due to on-duty staffing reduced below specified strength brought about by sickness, disability, or approved training attendance. All subsequent vacations will be granted for the convenience of the member, provided that the Fire Chief may deny any vacation



request when the on-duty manpower would be reduced below the minimum strength specified by the Fire Chief.

E. The maximum number of shifts of vacation, which may be accumulated, shall be limited to three (3) years of a member's entitlement.

F. The maximum amount of vacation time which a member may take in any one (1) block shall be as follows:

1. Field operations members: No more than 288 hours.
2. Day Shift members: No more than 172 hours.

G. Cash-Out/Conversion:

1. Except as noted below, no more than three hundred and thirty-six (336) hours may be cashed out at the time of retirement or termination.
2. Members shall be allowed to cash back more than the stated amounts if circumstances such as vacation request denials prevented them from taking sufficient vacation to hold down their accumulation levels.
3. Vacation cash out, upon termination, may be transferred to the City's 457 Deferred Compensation Plan consistent with IRS regulations.
4. Upon LEOFF Plan 2-defined retirement, in addition to the three hundred and thirty-six (336) hours of vacation entitlement that may be cashed out, 25% of accrued and unused sick leave may be transferred into "compensable hours" and contributed to the member's Washington State Council of Firefighter's Medical Expense Reimbursement Plan account.
5. Pursuant to the City of Olympia Policy 17, Personnel Actions, Section 4.14 Separation Pay, probationary employees are not eligible for vacation leave cash out upon separating from the City.

#### ARTICLE 16- PAID HOLIDAYS

A. The following holidays are recognized and observed by the City as paid holidays for regular full-time employees:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

B. In addition to the above specified holidays, a member may designate one (1) non-cumulative personal holiday in each calendar year, provided that the member has been continuously employed or is scheduled to be continuously employed by the Fire Department for at least six (6) months.

C. Holiday pay shall be paid to all members assigned to a twenty-four (24) hour shift regardless of whether or not they are scheduled to work on a given holiday specified in Section A above and for the personal holiday discussed in Section B above. Holiday pay shall be an amount equivalent to 10.9 hours of the member's base hourly rate exclusive of overtime and premium pay and shall be in lieu of time off.

D. Members permanently assigned to Day Shift shall not receive holiday pay, but shall have the holiday off and receive their regular compensation for each holiday. In the event that any holiday established by Paragraph A falls on a Saturday, the proceeding Friday shall be given as a holiday in lieu of the normal holiday. If the holiday falls on a Sunday, the following Monday shall be given as the legal holiday.

1. Members may request to work a holiday at the Division Manager's approval and receive the hours 1:1 as Floating Holiday time to be used at a later date within the calendar year.

2. The scheduling of additional Floating Holiday time off is at the discretion of the supervisor so that the Division remains staffed. However, the supervisor must allow the use of the Floating Holiday time off within a reasonable period. Members who are injured and do not return to work will be compensated for any holiday hours in their bank at the time of the injury.

E. Shift members temporarily assigned to Day Shift

1. Shift members temporarily assigned to Day Shift (for disability or other reason) shall receive holiday pay equivalent to 10.9 hours of the member's base hourly rate exclusive of overtime and premium pay, and will not be expected to report for duty when the front office is closed. This arrangement will be in effect for the whole time of the temporary assignment.

2. Caps upon sick leave (Article 14) and Vacation (Article 15) will be managed as if the temporarily assigned member was still on their suppression shift assignment.

3. Use of Vacation and sick Leave will be governed by Article 14, Sick Leave and Article 15, Vacation, respectively.

4. Shift members temporarily assigned to Day Shift for more than 20 days will be transferred to a 40 hour week. At this time, the member's hourly wage will be increased to account for the decrease in hours worked per week so that there is no change in gross, base semi-monthly pay. Items a, b and c above will remain in effect after the member is transferred to the 40-hour week.

#### ARTICLE 17- PROMOTIONS

In the case of promotions, if and when the Fire Chief elects to pass over a candidate on the promotional list under applicable civil service rules, he shall provide the passed over individual, in writing, his reasons for the pass over. The purpose of formalizing his reasons in writing is solely to provide the candidate with tools in which to improve his/her skills for future promotions.

ARTICLE 18- WELLNESS

The City and membership agree to accept the IAFF Wellness Initiative Program. Aspects of the Wellness Program include:

A. The City agrees to purchase and maintain physical fitness equipment needed to comply with the Wellness Initiative. A QSD process will be used annually to evaluate equipment needs and maintenance.

B. The Union and the City agree to jointly implement a mandatory physical performance testing and fitness program, as contained in the Fire Department’s Operations Manual.

C. IAFF Quitting Your Way Program/Tobacco Cessation, for which the City will pay for the one time cost of the City-approved Wellness Initiative approved program/method.

D. The Union agrees that all members will comply with the City’s Policy 5-Drug and Alcohol.

ARTICLE 19- SEVERABILITY CLAUSE

Should any provision in this Agreement or the applications of such provisions be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. Should the sick leave provisions of this contract, or should a catastrophe occur which would prompt the City Council to declare a “State of Emergency”, the City and the Union jointly agree to meet and confer as to how to address these issues.

ARTICLE 20- TERM

This Agreement shall become effective upon January 1, 2014 and shall remain in full force and effect until December 31, 2016.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS \_\_\_ DAY OF \_\_\_\_\_ 2014.

FOR THE CITY OF OLYMPIA

FOR LOCAL #468, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

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

\_\_\_\_\_  
Mike Simmons, President

APPENDIX A  
SALARIES

Effective January 1, 2014, members shall receive a Cost Of Living Adjustment (COLA) of three percent (3%). Firefighter (Step 5) which equals a monthly salary of \$6,826.51.

Effective January 1, 2015, member wages shall increase by a percentage proportionate to the General Sales Tax Revenue increase over the prior year in accordance to the table set forth below with a two percent (2.0%) minimum and a four percent (4.0%) maximum pay increase.

Effective January 1, 2016, wages shall be increased by a percentage proportionate to the General Sales Tax Revenue increase over the prior year in accordance to the table set forth below with a two percent (2.0%) minimum increase and a four percent (4.0%) maximum pay increase.

If the annual increase in revenue received by the City of Olympia for general sales tax (which does not include the .02% sales tax for public safety), exceeds the prior year by a certain percentage (see table below) then wages for 2015 and/or 2016 will be increased according to the following table:

Gross Sales Tax increase over prior year	Pay Range Increase
0 -3.99%	2% minimum
4.00% to 4.99%	1% additional increase added to the 2% minimum
5.00% and above	4% maximum

The parties agree in this 2014-2016 Collective Bargaining Agreement (CBA) to utilize the above formula due to unusual recent and current circumstances. In adopting this formula, the parties are also indicating the reliance on this formula is non-precedential and, as a result, this is not intended to establish any pattern or method for determining wages that is in any way intended to be carried beyond the term of the 2014-2016 CBA.

For the purpose of salary calculation, the following table shall be used. All subsequent salary increases shall be calculated on Fire Fighter Step 5 and then the appropriate percentage will be applied to each step as shown. It is the intent that all salaries be a percentage of Firefighter Step 5.

Firefighter Recruit	70%
Firefighter Step 1	80%
Firefighter Step 2	85%
Firefighter Step 3	90%
Firefighter Step 4	95%

Firefighter Step 5	100%
Firefighter/PM Recruit	80%
Firefighter/PM Step 1	90%
Firefighter/PM Step 2	95%
Firefighter/PM Step 3	100%
Firefighter/PM Step 4	105%
Firefighter/PM Step 5	110%
Firefighter/Inspector Step 2**	95%
Firefighter/Inspector Step 3**	100%
Firefighter/Inspector Step 4**	105%
Firefighter/Inspector Step 5**	110%
Lieutenant Step 4	112%
Lieutenant Step 5	114%
Lieutenant (Day) Step 4	115%
Lieutenant (Day) Step 5	120%
Lt/PM Step 4	115%
Lt/PM Step 5	117%
Captain Step 3**	124%
Captain Step 4**	126%
Captain Step 5**	128%
Battalion Chief Step 3	124%
Battalion Chief Step 4	126%
Battalion Chief Step 5	128%
Battalion Chief – Day Shift Step 5	134%

A minimum of 10% will be added to a Firefighter's current step when promoted to Firefighter/Inspector or Firefighter/PM

\* This includes the additional deferred comp compensation members receive as part of base salary as outlined in Article 12, Section A5.

\*\*Based on a 40 hour workweek.

It is agreed that an employee that is in more than 20 days of training or day assignment will be transferred from a 24-hour/day-based position to an 8-hour/day-based position. A change in status for this purpose will not affect an employee's pay, although leave accruals will be adjusted to reflect the change in status.

**IAFF, LOCAL #468**  
**ECONOMIC AGREEMENTS SUMMARY**  
**February 4, 2014**

The City and the Union are currently negotiating the labor contract for the period January 1, 2014 – December 31, 2016. The following summarizes the proposed agreement:

ITEM	AGREEMENT	ESTIMATED ANNUAL COST INCREASE
<b>COLA</b>	2014: 3% 2015: 2% Min/4% Max Tied to Sales Tax 2016: 2% Min/4% Max Tied to Sales Tax	\$232,500 \$162,000 \$165,000
<b>Benefits</b> Payroll Tax & other increases due to COLA	2014 2015 2016	\$17,300 \$12,000 \$12,200
<b>Life Insurance</b> City pays 100% of premium	2014 2015 2016	\$200 \$200 \$200
<b>Dental</b> City pays 100% of premium for dependents	2014 2015 2016	\$11,620 \$11,620 \$11,620
<b>Longevity</b>	No Change	
<b>MERP</b> (City pays additional \$25/month)	2014 2015 2016	\$26,100 \$26,100 \$26,100
<b>2014</b>	TOTAL: As a percentage of annual payroll:	\$287,720 .664%
<b>2015</b>	TOTAL: As a percentage of annual payroll:	\$211,920 .480%
<b>2016</b>	TOTAL: As a percentage of annual payroll:	\$215,120 .478%
<b>FIRE PENSION</b>	2014 Increase As a percent of total pension pmt:  2015 Increase As a percent of total pension pmt:  2016 increase As a percent of total pension pmt:	\$27,600 9.75%  \$18,960 6.28%  \$19,320 6.02%

# City of Olympia

## City Council

City Hall  
601 4th Avenue E.  
Olympia, WA 98501  
360-753-8447

### Approval of Labor Contract with the International Association of Fire Fighters, Local #468, Assistant Chiefs

Agenda Date: 2/4/2014

Agenda Number: 4.H

File Number: 14-0111

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File Type: contract

Version: 1

Status: Consent Calendar

#### ..Title

Approval of Labor Contract with the International Association of Fire Fighters , Local #468, Assistant Chiefs

#### ..Recommended Action

##### Committee Recommendation:

Not referred to a committee.

##### City Manager Recommendation:

Move to approve the labor agreement with the International Association of Fire Fighters, Local #468, Assistant Chiefs and authorize the City Manager to execute the agreement.

#### ..Report

##### Issue:

Approval of labor contract between the City of Olympia and the International Association of Fire Fighters (IAFF), Local #468, Assistant Chiefs

##### Staff Contact:

Jay Burney, Assistant City Manager, 360.753.8740

##### Presenter(s):

Jay Burney, Assistant City Manager

##### Background and Analysis:

The labor agreement with IAFF, Local #468, Assistant Chiefs expired on December 31, 2013. The contract covers two Assistant Chiefs in the City's Fire Department. This new agreement has been ratified by IAFF Assistant Chiefs, and City staff is now bringing it forward for approval.

The new proposed contract for Council consideration is shown in Attachment 1.

The contract has a three-year term that will expire on December 31, 2016. The agreement provides for a Cost of Living Adjustment (COLA) consistent with IAFF Assistant Chiefs current contract language that maintains a differential between the pay of IAFF union members and the Assistant Chiefs. Because the IAFF is receiving a 3% COLA in 2014, the IAFF Assistant Chiefs are receiving the same COLA adjustment. Increases in 2015 and 2016 are tied to the City's Sales Tax revenue with

**Agenda Date: 2/4/2014**

**Agenda Number: 4.H**

**File Number: 14-0111**

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a 2% minimum and a 4% maximum.

Similar to the IAFF contract, the City offered to pay the entire premium costs for dependent dental and life insurance as the IAFF union was the only remaining group that we did not do so. This change will make it easier for staff in terms of contract administration.

The remainder of the contract changes are general language clean-up items based on operational needs.

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

N/A

**Options:**

1. Move to approve the labor agreement with the International Association of Fire Fighters, Local #468, Assistant Chiefs and authorize the City Manager to execute the agreement.
2. Do not approve the labor agreement with the International Association of Fire Fighters, Local #468, Assistant Chiefs as proposed and direct staff as to next steps.

**Financial Impact:**

The cost to the City for implementing this contract in 2014 is \$7,820, which is already included in the 2014 Operating Budget. A summary of the economic agreements is shown in Attachment 2.



AGREEMENT BETWEEN  
THE CITY OF OLYMPIA, WASHINGTON  
AND  
ASSISTANT FIRE CHIEFS  
REPRESENTED BY  
LOCAL #468, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
AFL-CIO

January 1 2014 - December 31, 2016

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AGREEMENT BETWEEN  
THE CITY OF OLYMPIA, WASHINGTON  
And  
ASSISTANT FIRE CHIEFS REPRESENTED BY  
LOCAL #468, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

PREAMBLE

This Agreement is entered into by the City of Olympia, Washington, hereinafter referred to as the City, and Local #468, International Association of Fire Fighters, AFL-CIO, representing Assistant Fire Chiefs, hereinafter referred to as the Union.

ARTICLE 1- RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative for the purposes of establishing wages, hours and other conditions of employment for all full-time and regular part-time Assistant Fire Chiefs employed in the Olympia Fire Department, excluding confidential employees and all other employees.

ARTICLE 2- UNION BUSINESS

A. Dues Deduction: Upon receipt of a written and signed form from the member authorizing payroll deduction, the City will deduct each month Union dues from the member's wages in the manner prescribed by law; the amount so deducted shall be mailed each month to the Union.

B. Union Official's Time Off: The City agrees to allow reasonable time off without pay for a Union official to attend State or National Conferences, State or National Seminars, or State LEOFF Board Meetings so long as such requests are made at least 30 days prior to the event and that absence does not interfere with carrying out the duties of Assistant Fire Chief.

C. Union Meeting:

1. The Union shall be permitted to hold Union meetings on City premises during non-duty hours.
2. City time and premises may be used to meet with City Officials to address grievances involving members.
3. No other formal Union business shall be conducted upon the premises without the prior permission of the Fire Chief or his designee.
4. This section is not intended to prohibit casual conversation of Union business between Union members on City premises, provided that such conversations shall not take place in a manner which disrupts Department personnel in the performance of their duties.

D. The Union agrees that its officers, agents, affiliated organizations, and members of the bargaining unit will not solicit merchants, businesses, residents or citizens located within the City of Olympia for contributions, donations or to purchase tickets for any Union sponsored performance or advertising in any Union or Union related publication or associate membership in the Union or any Union related organization without thirty (30) days prior written notice to the City Manager. Such notice shall include the dates such activity shall begin and end, the entities involved in such fund raising and the methods to be employed in the specific campaign.

### ARTICLE 3- UNION SECURITY

A. All members who, on the execution date of this Agreement are members of the Union in good standing and all members who voluntarily become members thereafter shall maintain their membership in the Union for the duration of this Agreement to the extent of paying the periodic dues and special assessments uniformly required as a condition of Union membership.

B. The Union agrees to defend, indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the employer as a result of any action taken by the City at the direction of the Union under provisions of this Article.

### ARTICLE 4- MANAGEMENT RIGHTS

All powers, authorities, functions and rights not specifically and expressly restricted by this Agreement are retained by the City and shall continue to be subject to exclusive management control.

Management rights shall include, by way of illustration, the right to:

- ❖ Establish and modify reasonable rules and regulations for the operation of the Fire Department and the conduct of its employees.
- ❖ Determine and change Fire Department budget, methods of operation, facilities and equipment.
- ❖ Recruit, hire, layoff, promote, assign, appoint, discipline, discharge, or suspend employees in accordance with City of Olympia Civil Service Rules and Regulations.
- ❖ Determine and change schedules of work, hours of work, number of personnel and the methods and processes by which work is to be performed.
- ❖ Determine mental, physical and performance standards.
- ❖ Assign work and determine the duties to be performed by Assistant Chiefs.
- ❖ Determine the need for additional education courses, training programs, on-the-job training, or class training, assign employees to such duties for periods to be determined by the Employer.
- ❖ Take any action as may be necessary to carry out the mission of the City and to deal with emergencies as declared by the Emergency Management Director, Mayor, County, Governor, or President.

Nothing in this Agreement shall interfere with the Employer's right to perform work through the utilization of non-bargaining unit personnel, including allocation of work assignments to Assistant Chiefs that are also assigned to other Union members in any other bargaining unit or to contract out for goods and services.

### ARTICLE 5- SENIORITY AND REDUCTION IN FORCE

A. Seniority: Seniority shall be determined by the date of initial continuous employment. The date of initial employment shall be the actual date the member begins his/her employment. In the event more than one member has the same date of employment, the person with the higher ranked placement on the Civil Service register shall have seniority over members having lower ranked placement on the same register. If there is a tie with both members having the same ranked placement, the flip of a coin shall break the tie for seniority purposes. A member who has not completed one (1) full year of continuous employment shall not be considered to have seniority and shall not be considered to be a regular full-time employee.

B. Reduction in Force: The Employer retains the right to decide if a reduction in force is required. All reductions in force of personnel covered by this Agreement shall be carried out pursuant to the terms of Rule IX of the Olympia Civil Service Rules, Reduction-in-Force.

## ARTICLE 6- UNIFORMS AND CLOTHING

A. Protective Clothing: The City shall provide the following protective clothing for each member of the Fire Department: one helmet, one turnout coat with liner, one pair of suspenders, one pair of turnout pants with liner, one pair of gloves, and one pair of NFPA turnout boots, and one winter jacket with patch. This clothing shall be of a quality that is generally accepted as suitable for protection of Fire Fighters, in compliance with WAC 296-305. Such clothing shall remain the property of the City and shall be kept in good and safe condition and replaced as necessary due to normal use, in accordance with Department policies, as determined by the uniform Committee. In the event of negligent loss or abuse of protective clothing by a member (employee), as determined by the Uniform Committee, the City may, in lieu of discipline, permit the member (employee) to pay for replacement of such protective clothing.

B. Uniforms: The City shall provide uniforms to each new member of the Fire Department as per Department Operating Guidelines. A uniform allowance account is established for each member to cover uniform replacement. The Labor-Management Team will determine the uniform menu and will establish the uniform account allowance for all workgroups.

## ARTICLE 7- HEALTH AND SANITATION

The Fire Chief shall issue, and may from time to time revise, written guidelines specifying reasonable safety practices which shall be followed by Department personnel at the scene of emergency operations in the fulfillment of their assigned responsibilities.

## ARTICLE 8- INSURANCE AND RETIREMENT

A. Dental: The City agrees to pay 100% of premium costs for employee and dependents dental insurance coverage as provided by the City. This coverage includes orthodontia.

B. Employee Medical: The City agrees to pay the entire premium costs for member's medical insurance coverage as provided by the City. Specifically, the City will provide coverage through the Association of Washington Cities Employee Benefit Trust, Regence PPO Plan and the Group Health Cooperative Plan for LEOFF II members. The Group Health Cooperative Plan with a \$5 Co-Pay will be replaced with a \$10 Co-Pay Plan effective January 1, 2012. The Regence PPO Plan shall remain unchanged. LEOFF I members will be enrolled in the Regence Plan A or Group Health Cooperative No-Co-pay Plan.

C. Dependent Medical: The City and the member shall share in premium costs for dependent medical insurance as provided by the City. The City shall pay eighty-five percent (85%) and the member shall pay fifteen (15%) of the total premium.

D. Vision Benefits: The City will pay 100% of the premiums for employee and dependents for vision insurance coverage as provided by the City

E. Life Insurance: The City agrees to pay for term life insurance of \$10,000 (ten thousand dollars) coverage for each employee, as provided by the City.

F. Long Term Disability: The City shall pay for a long term disability insurance plan providing a minimum 50% base salary replacement and a 180-day waiting period. An optional program to enhance this benefit is available to employees at their own expense.

G. Retirement: The City shall cover employees in accordance with the applicable State pension system requirements.

H Optional Insurance Benefits: Benefits are made available to members that members pay 100% of the premiums through payroll deduction. Examples include, but are not limited to, flexible spending accounts, and disability insurance. Members, who subscribe, will be fully responsible for any premium increase for such optional benefits.

I. Health Premium Reimbursement Trust: Members may participate in the Washington State Council of Firefighter's Medical Expense Reimbursement Plan at their own expense with the City acting as a payroll

agent. As payroll agent, the City will withdraw the contribution amount from each bargaining unit member's salary, and forward the monies to the WSCFF Employee Benefit Trust. The contribution rate will be deducted from the employee's paycheck on a pre-tax basis at the rate of \$75.00 dollars a month. The Union will have the option to adjust the contribution rate every December for a January 1 adjustment.

J. Medical Opt-Out Incentive: Members of the collective bargaining unit, who opt out of the Medical Plans paid by the City of Olympia for employees, shall be paid an incentive of two hundred fifty dollars (\$250) per month by the City. The incentive plan will be available to employees upon the signing of this agreement. In order to receive the incentive, employees must provide proof of other medical coverage, except for those employees who are voluntarily covered as a "spouse/partner" rather than as an "employee" under the City's insurance plan.

Employees of the City who are voluntarily covered as a "spouse/partner" rather than as an "employee" under the City's insurance plan must enroll during the open enrollment period. The City reserves the right to cease this program at any time for any reason. If the City ceases the program for any reason other than violation of state or federal law, the City will do so during open enrollment.

## ARTICLE 9- GRIEVANCE PROCEDURE

A. The purpose of this procedure is to provide for an orderly method for resolving grievances. As high-level managers reporting directly to the Fire Chief, a determined effort shall be made to settle any such differences informally through direct communication. Only when issues cannot be resolved informally shall the more formal grievance procedure be used.

B. For the purpose of this Agreement, a grievance is defined as a dispute, which arises between the members and the City and shall be limited to a dispute or disagreement involving the interpretation, application or alleged violation of any provision of this Agreement.

C. The formal procedure for addressing all grievances is as follows:

STEP 1. Grievances shall be filed by the union in writing with the Chief of the Fire Department within fifteen (15) calendar days after the member(s) involved knew or should reasonable have known of the occurrence giving rise to the grievance. The written grievance shall include: 1) a statement of the grievance and such facts as are deemed relevant; 2) specific provision or provisions of the contract which are alleged to have been violated; 3) remedy sought; and 4) any other material deemed relevant. The Fire Chief shall attempt to resolve the grievance within ten (10) working days after receipt of the written grievance.

STEP 2. If the solution proposed for the grievance by the Fire Chief is unsatisfactory to the Union, or if the matter remains unresolved ten (10) working days after submission of the written grievance to the Fire Chief, the written grievance shall be presented to the City Manager or his designee. The City Manager or his designee shall respond to the grievance within ten (10) working days following the submission of the grievance to the City Manager.

STEP 3. If the solution proposed for the grievance by the City Manager or his designee is unsatisfactory to the Union, or if the matter remains unresolved ten (10) working days after submission of the written grievance to the City Manager, then the grievance as considered in Step 2 may be submitted to arbitration by the union in accordance with the following procedures:

a. Notice of arbitration shall be given by the union within ten (10) working days following the issuance of the solution proposed by the City Manager or his designee. A representative of the Union and the City Manager or his designee shall meet within five (5) working days after notice of arbitration has been given to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the Public Employment Relations Commission to appoint an arbitrator from its staff. If the Public Employment Relations Commission indicates a delay of more than two (2) months, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of five (5) names and the parties shall alternately strike one (1) name from the list until only one (1) name remains. A coin toss shall determine the party striking the first

name. The one (1) name remaining shall be the arbitrator. One (1) working day shall be allowed for the striking of each name.

b. It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The hearing shall be kept private and shall include only such parties in interest and/or designated representatives. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed Article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement or to substitute his judgment on a matter or condition for that of the City where the City has not negotiated and limited its authority on the matter or condition. The arbitrator shall render his decision within thirty (30) calendar days after the final hearing. Decisions of the arbitrator within these stated limits shall be final and binding upon the parties to the grievance, provided that the decision does not involve any actions by the City which are beyond its jurisdiction. Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

c. The fees and expenses of the arbitrator and the proceedings shall be borne equally by the City and the Union. Each party shall be responsible for all costs of preparing and presenting its case including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the costs of such records, provided that in the event the other party subsequently requests a copy of said records, the cost shall be borne equally.

d. In case of a grievance involving any continuing or other money claim against the City, no award shall be made by the arbitrator which shall allow any alleged accruals greater than fifteen (15) calendar days prior to the date when such grievance shall have first been presented.

e. It is understood and agreed that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the grievant member, the Union or persons represented by the Union, and the City to litigate or otherwise contest the grievance of this subject matter in any court, Civil Service Commission, or any other available forum, provided that if it is determined by the arbitrator that he has no authority or power to rule in the case, it shall have been deemed to be no election of remedies or a waiver of rights. Conversely, litigation of the subject matter of the grievance in any court shall be deemed to constitute an election of remedies and a waiver of the right to arbitrate the matter.

f. In the event the arbitrator finds that he has no authority or power to rule in the case, the matter shall be referred back to the merits of the case and with a written statement indicating the reasons for the arbitrator's conclusion.

D. A grievance will be deemed to have been waived if the grievant member or Union chooses to take a grievable matter to any city, state or federal agency.

E. Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure of the member or the Union to submit the grievance in accordance with these time limits without a waiver of the time limits by the City shall be deemed an abandonment of the specific grievance. For the purposes of this Article, "Working Days" shall mean Monday through Friday, normal City business days, but shall not include holidays occurring during the normal business week of the City. A grievance or arbitration proceeding may be terminated at any time upon receipt of a complete authorized statement from the Union and the grievant member stating that the matter has been resolved to the satisfaction of the Union and the grievant member.

## ARTICLE 10- RULES AND REGULATIONS

The Union agrees that its members shall comply in full with Fire Department rules, regulations, policies and procedures including those relating to conduct and work performance. The employer agrees those Department rules, regulations, policies and procedures adopted which affect working conditions and performance may be subject to the grievance procedure as to whether or not there has been a violation of such rule, regulation, policy or procedure.

## ARTICLE 11- HOURS OF WORK AND OVERTIME EXEMPTION

Assistant Chiefs shall generally work forty (40) hours per week schedules. Furthermore, the management nature of their position qualifies as an Executive Exemption under the Fair Labor Standards Act, and thus are salaried employees who are not paid overtime. In lieu of overtime pay, informal paid leave may be taken in recognition of the time demands of the positions, as mutually agreed by the member and the Fire Chief.

In the event that an Assistant Chief has compensatory time on the books from before he/she was an Assistant Chief, in order for that compensatory time to be credited towards the Assistant Chief's final average salary for the purposes of reporting to the Washington State Department of Retirement Systems (DRS), the compensatory time would have to have been earned during the Assistant Chief's last year of employment.

## ARTICLE 12- SALARIES

Members covered by this agreement shall be compensated starting at 124.80% and up to 151.77% of the step 5 fire fighter pay. The Asst. Fire Chief salary schedule for 2014 is as follows:

<b>STEP</b>	<b>MONTHLY SALARY EFFECTIVE 1/1/2014</b>	<b>% OF TOP STEP FF</b>
1	\$8,519.47	124.80%
2	\$8,944.09	131.02%
3	\$9,391.24	137.57%
4	\$9,862.26	144.47%
5	\$10,360.58	151.77%

Salaries for 2015 and 2016 shall increase by a percentage proportionate to the General Sales Tax Revenue increase over the prior year in accordance to the table set forth in the IAFF contract (Appendix A), with a 2% minimum increase and a 4% maximum increase. Effective the pay period after ratification, all regular pay checks will be directly deposited to the bank account of the employee's choice.

B. City Vehicles: Assistant Fire Chiefs are currently assigned vehicles by the City for the City's benefit that they are expected to take home and drive to work. The assignment of a take home vehicle is for the purpose of responding to first alarm and other emergency operations and to attend required evening or weekend city meetings. Assistant Fire Chiefs are expected to follow all city and department rules regarding the use and maintenance of city vehicles. The City retains the right to discontinue the usage of take home vehicles at any time for any reason.

C. Working Out of Classification:

An Assistant Chief will be compensated at the discretion of the City Manager or designee when s/he is appointed on an acting basis as Fire Chief for a period longer than four weeks. Compensation will be a minimum of 5% and will not exceed the salary of the Fire Chief.



## ARTICLE 13- FIRST ALARMS

An Assistant Chief is expected to report to all first alarms as assigned. Consistent with Article 11 – Hours of Work and Overtime Exemption, no overtime will be paid for this assignment.

## ARTICLE 14- SICK LEAVE

Sick Leave for Assistant Chiefs will be in accordance with City Policy 13-Leave, Subsection 4.3 Sick Leave. It is understood that if the City proposes changes to this Policy, that these changes will be negotiated as they pertain to Assistant Chiefs.

## ARTICLE 15- VACATIONS

Vacation for Assistant Chiefs will be in accordance with City Policy 13-Leave, Subsection 4.2 Vacation. It is understood that if the City proposes changes to this guideline, that these changes will be negotiated as they pertain to Assistant Chiefs.

## ARTICLE 16- PAID HOLIDAYS

A. The following holidays are recognized and observed by the City as paid holidays for regular full-time employees:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

B. In addition to the above specified holidays, a member may designate one (1) non- cumulative personal holiday in each calendar year, provided that the member has been continuously employed or is scheduled to be continuously employed by the Fire Department for at least six (6) months.

C. Assistant Chiefs shall have the holiday off and receive their regular compensation for each holiday. In the event that any holiday established by Paragraph A falls on a scheduled day off, the closest regularly scheduled workday shall be given as a holiday in lieu of the normal holiday.

## ARTICLE 17- WELLNESS

The City and membership agree to accept the IAFF Wellness Initiative Program. Aspects of the Wellness Program include:

A. The City will purchase and maintain physical fitness equipment needed to comply with the Wellness Initiative. A QSD process will be used annually to evaluate equipment needs and maintenance.

B. The Union and the City agree to jointly implement a mandatory physical performance testing and fitness program, as contained in the Fire Department's Operations Manual.

C. The City will pay for the one-time cost of the IAFF Quitting Your Way Program/Tobacco Cessation.

D. The Union agrees that all members will comply with the amended provisions of the City's Policy 5 Drug and Alcohol.

ARTICLE 18- SEVERABILITY CLAUSE

Should any provision in this Agreement or the applications of such provisions be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. Should a catastrophe occur which would prompt the City Council to declare a "State of Emergency", the City and the Union jointly agree to meet and confer as to how to address these issues.

ARTICLE 19 – ENTIRE AGREEMENT

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no express or implied or oral statements shall add to or supersede any of its provisions.

ARTICLE 20- TERM

This Agreement shall become effective upon the date signed and dated by authorized representative of both parties and shall remain in full force and effect until December 31, 2016.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS \_\_\_ DAY OF \_\_\_\_\_ 2014.

FOR THE CITY OF OLYMPIA

FOR LOCAL #468, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

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

\_\_\_\_\_  
Mike Simmons, President

**ASSISTANT FIRE CHIEFS  
IAFF, LOCAL #468  
ECONOMIC AGREEMENTS SUMMARY  
February 4, 2014**

The City and the Union are currently negotiating the labor contract for the period January 1, 2014 – December 31, 2016. The following summarizes the proposed agreement:

<b>ITEM</b>	<b>AGREEMENT</b>	<b>ESTIMATED ANNUAL COST INCREASE</b>
<b>COLA</b>	2014: 3% 2015: 2% Min/4% Max Tied to Sales Tax 2016: 2% Min/4% Max Tied to Sales Tax	\$7,300 \$5,000 \$5,100
<b>Benefits</b> Payroll Tax & other increases due to COLA	2014 2015 2016	\$520 \$360 \$370
<b>Longevity</b>	No Change	
<b>2014</b>	<b>TOTAL:</b> As a percentage of annual payroll:	<b>\$7,820</b> .018%
<b>2015</b>	<b>TOTAL:</b> As a percentage of annual payroll:	<b>\$5,360</b> .012%
<b>2016</b>	<b>TOTAL:</b> As a percentage of annual payroll:	<b>\$5,470</b> .012%

# City of Olympia

City Hall  
601 4th Avenue E.  
Olympia, WA 98501  
360-753-8447

## City Council

### Approval of Ordinance Amending OMC 18.06.808 Related to High Density Corridor Zoning

Agenda Date: 2/4/2014

Agenda Number: 4.I.

File Number: 14-0096

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File Type: ordinance

Version: 1

Status: Consent Calendar

#### ..Title

Approval of Ordinance Amending OMC 18.06.808 Related to High Density Corridor  
Zoning

#### ..Recommended Action

The Olympia Planning Commission recommends adoption of the ordinance.

#### City Manager Recommendation:

Move to approve on first reading and forward to second reading the ordinance revising  
High Density Corridor Zoning.

#### ..Report

##### Issue:

Whether to amend the City's Development Code to provide that in High Density  
Corridor zones buildings within 100 feet of lower density residential zones (14 units  
per acre or less) shall be limited to a height of 35 feet; and where within 50 feet of  
other zones to the maximum height of such adjacent zone.

#### Staff Contact:

Todd Stamm, Principal Planner, Community Planning and Development Department,  
360.753.8597

#### Presenter(s):

None. Consent agenda item.

#### Background and Analysis:

On December 11, 2012, the Olympia City Council responded to public concerns about  
development near certain single-family housing by adopting an emergency ordinance  
changing building height regulations in the High Density Corridor zones (HDC-1;  
HDC-2; HDC-3; HDC-4). Ordinance 6820 temporarily requires that within any of the  
four High Density Corridor zones:

- any new buildings within 100 feet of a single-family lot shall not exceed a height  
of 35 feet, and
- any buildings on property adjacent to 1) a single-family home, 2) a residential  
zone, or 3) a public street, shall have 8-foot step-backs at every third floor (aka  
'wedding cake' design).

**Agenda Date: 2/4/2014**

**Agenda Number: 4.I.**

**File Number: 14-0096**

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This emergency ordinance has been extended through June of 2014.

In the meantime, as directed by the Council, the Olympia Planning Commission has considered this and other approaches to addressing the issue of new tall buildings in these zones adjacent to housing. In particular, the Commission was briefed on this matter on August 19, 2013; and held a public hearing on October 21, 2013. That hearing was continued to the Commission's next meeting on November 4, 2013. The Commission's hearing was preceded by notice mailed to most of the property owners in and near these zoning districts. The Commission received written and oral comments from about a dozen parties. These written comments and minutes of the Commission's meetings on this topic are attached.

Following deliberation on November 4 and November 18, the Commission approved a 'hybrid' recommendation with one member opposing. The primary features of the Commission's 'hybrid' recommendation are that:

- the third-floor 'step-back' requirement of Ordinance 6820 not be adopted, and
- instead of limiting the heights of buildings based on adjacency to a single-family home, the building height limitations at the fringes of the High Density Corridor zones should depend upon the residential density and heights allowed in the adjacent zoning districts.

Specifically, the Commission recommended:

- a 35-foot height limit for any part of a new building that is within 100 feet of a residential zone with a maximum density of 14 housing units per acre (see attachment labeled "Sketch Olympia HDC), and
- any new building within 50 feet of other zones should be limited to either 60' or the height allowed in the adjacent zone, whichever is less (see attachment labeled "Olympia sketch HDC 2).

For example, the single-family homes in the vicinity of Bing Street NW (the area where a controversial tall building was recently proposed) are in a multi-family zone that allows up to 18 units per acre (RM-18) and limits building heights to 35 feet. The first bullet above would not apply because the adjacent zoning is greater than 14 housing units per acre. Thus, under the second bullet above, the Commission's recommendation would result in a 35-foot height limit within 50 feet of the adjacent single-family properties.

Notice of the Council's consideration of this proposal on February 4 was provided to all parties that have commented or expressed interest during consideration of this issue. As noted below, the Council may either adopt the Commission's recommendation - which is supported by the City Manager - or elect to hold its own public hearing. If the Council chooses to schedule a hearing, for efficiency it could be held in conjunction with a hearing on the issue of whether to extend the interim ordinance for another six months.

**Agenda Date: 2/4/2014**

**Agenda Number: 4.I.**

**File Number: 14-0096**

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

Interested parties have expressed a variety of views regarding the proposal, including support, opposition, and suggested alternatives. Written comments received to date are attached.

**Options:**

1. Approve proposed ordinance on first reading and schedule for second reading.
2. Direct that a Council public hearing be scheduled regarding this proposal.

**Financial Impact:**

No direct impact to City budget; indirect impacts through effects on property values and development opportunities.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING OLYMPIA MUNICIPAL CODE SECTION 18.06.080, TABLE 6.02, BUILDING HEIGHT AND ADDITIONAL DISTRICT-WIDE DEVELOPMENT STANDARDS FOR THE HIGH DENSITY CORRIDOR ZONING DISTRICTS; AND REPEALING ORDINANCE NO. 6820 AND ORDINANCE NO. 6878.

WHEREAS, the City of Olympia established High Density Corridor Commercial zoning districts (the HDC zones); and

WHEREAS, the Olympia Comprehensive Plan promotes higher densities and intensities within the HDC zones subject to higher levels of development regulations and design review; and

WHEREAS, the development regulations in place do not require additional setback from single family dwellings located in the Residential Multiple Family 18 and 24 Zoning Districts; and

WHEREAS, the development regulations in place only require a single step back for buildings greater than 35 feet in height; and

WHEREAS, the City, through its development review process, has analyzed the impacts of the existing regulations and have found that they do not fully protect adjoining single family development; and

WHEREAS, the City Council has heard testimony and public comments from numerous City residents about the impacts that tall buildings with small setbacks and limited step backs can have on adjoining properties and neighborhoods; and

WHEREAS, on December 11, 2012, the Olympia City Council enacted Ordinance No. 6820, which established interim regulations providing for enhanced setbacks and building step backs within the HDC zones to ensure sufficient regulation while staff conducted a review and analysis process, including participation by the public and the Olympia Planning Commission; and

WHEREAS, on December 3, 2013, the Olympia City Council extended the duration of the interim regulations for an additional six month by virtue of Ordinance No. 6878; and

WHEREAS, the Olympia Planning Commission held public hearings on October 21, 2013, and November 4, 2014, to receive testimony from the public on the impacts of tall buildings in the HDC zones adjacent to residential and mixed use zones; and

WHEREAS, on November 18, 2013, the Olympia Planning Commission recommended that the Olympia Municipal Code be amended to provide that the portion of a building within 100' of land zoned for a maximum density of less than 14 units per acre be limited to 35' and the portion of a building within 50' of land zoned for a maximum density of 14 units per acre or more be limited to the lesser of 60' or the height allowed in the abutting district; and

WHEREAS, based on the foregoing, the City Council has determined that it is in the City's interest to amend OMC Section 18.06.080, Table 6.02, as recommended by the Olympia Planning Commission; and WHEREAS, this Ordinance is supported by the staff report, attachments, documents and prior public comment and testimony on file with the City of Olympia; and

WHEREAS, general residential use is prohibited in the Industrial and Auto Services zones; and

WHEREAS, residential uses are allowed in Commercial zones, except the Auto Services zone; and,

WHEREAS, this Ordinance is adopted pursuant to RCW 36.70A and Article 11, Section 11, of the Washington Constitution;

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

**Section 1. Amendment of the OMC 18.06.080.** Olympia Municipal Code Section 18.06.080, Table 6.02, is hereby amended to read as follows:



**TABLE 6.02  
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS**

<b>STANDARD</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4 and HDC-4 Capital Mall</b>	<b>ADDITIONAL REGULATIONS</b>
<b>MINIMUM LOT SIZE</b>	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	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. = 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. = 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.
<b>FRONT YARD SETBACK</b>	See City- Wide Design Guideline: "Building Design - Orientation & Form of Commercial & Public Buildings," 18.20.090.	10' maximum, if located in a High Density Corridor; 10' minimum otherwise.	5' minimum for residential otherwise none.	0-10' See 18.06A.180	0-10' See 18.06A.180	0-10' See 18.06A.180	0-10' See 18.06A.180	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. Must comply with site design 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
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 above 2 stories.	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. floor above 2 stories.	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 (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 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.	Chapter 18.06A.180.  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 18.06A.180.	
SIDE YARD SETBACK	15' minimum.	No minimum on interior, 10' minimum on flanking street; Except: 1. Next to R	No Minimum; Except: 1. Next to R 4, R 4-8, or R 6-12 district = 15' minimum + 5' for each building	No minimum on interior, 10' minimum on flanking street; Except: 1. Next to R4, R4-8, or R6-12	No minimum on interior, 10' minimum on flanking street; Except: 1. Next to R4, R4-8, or R6-12	No Minimum; Except: 1. Next to R4, R4-8, or R6-12 district = 15' minimum + 5' for each building	No Minimum; Except: 1. Next to R4, R4-8, or R6-12 district = 15' minimum + 5' for each building	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
MAXIMUM BUILDING HEIGHT	Up to 35', whichever is less.	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 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.	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.	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 floor above 2 stories. 3. Residential excluding mixed use structures: 5' except 6' on one side of zero lot.	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 building floor above 2 stories. 3. Residential excluding mixed use structures: 5' except 6' on one side of zero lot.	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.	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.	2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. Residential sideyards can be reduced consistent with 18.04.080(H)(5). 4. Must comply with site design standards, Chapter 18.06A.180.
	Up to 35', whichever is less.	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 35', if any portion of the building is within 100' of R 4, R 4-8, or R 6-12 district; Up to 60'	Up to 35', if any portion of the building is within 100' of R4, R4-8, or R6-12 district; The portion of a building within	Up to 35' if any portion of the building is within 100' of R4, R4-8, or R6-12 district; The portion of a building within	Up to 35', if any portion of the building is within 100' of R4, R4-8, or R6-12 district; The portion of a building within	Up to 35', if any portion of the building is within 100' of R4, R4-8, or R6-12 district; The portion of a building within	1. Not to exceed height limit set by State Capitol Group Height District, 18.10.060, for properties near

**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
		Up to 60' otherwise.	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.	100' of land zoned for a 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 residential development only.	100' of land zoned for a 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 residential development only.	100' of land zoned for a 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 under the building; or up to 75', if at least one story is residential.	100' of land zoned for a 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 under the building; or up to 75', if at least one story is residential. See 18.06A.251(4) Significant Building Entry tower exemption	the State Capitol Campus. 2. Must comply with site design standards, Chapter 18.06A.180. 3. HDC-1 and HDC-2 additional story must comply with OMC 18.06.100.A.6.

**TABLE 6.02  
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS**

<b>STANDARD</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4 and HDC-4 Capital Mall</b>	<b>ADDITIONAL REGULATIONS</b>
<b>MAXIMUM BUILDING COVERAGE</b>	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.	(allows an additional 30' for a tower element at Capital Mall). 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.	Must comply with site design standards, Chapter 18.06A.180.

**TABLE 6.02  
COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS**

<b>STANDARD</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4 and HDC-4 Capital Mall</b>	<b>ADDITIONAL REGULATIONS</b>
							<p>sites, 85% if at least 50% of new required parking is 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.</p>	
<b>MAXIMUM DEVELOPMENT COVERAGE</b>	60%	85%, except 75% for residential only structures	85%	85% for all structures	85% for all structures	85% for all structures	85% for all structures	Must comply with site design standards, Chapter 18.06A.180.
<b>ADDITIONAL</b>	Maximum	Building floors	Building floors	Building floors	Building floors	Building Floors	Building floors	For properties in

**TABLE 6.02**

**COMMERCIAL DISTRICTS' DEVELOPMENT STANDARDS**

<b>STANDARD</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4 and HDC-4 Capital Mall</b>	<b>ADDITIONAL REGULATIONS</b>
<b>DISTRICT- WIDE DEVELOPMENT STANDARDS</b>	building size (gross sq. ft.): 3,000 for single use; 6,000 for mixed use.	above 3 stories which about a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(D) and Figure 6- 3).	above 3 stories which about a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(D)).	above 3 stories which about a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(D)).	above 3 stories which about a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(D)).	above 3 stories which about a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(D)).	above 3 stories which about a street or residential district must be stepped back a minimum of 8 feet (see 18.06.100(D)).	the vicinity of the Downtown, also see Pedestrian Streets Overlay District, Chapter 18.16. For retail uses over 25,000 square feet in 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.

**TABLE 6.02**

**COMMERCIAL DEVELOPMENT STANDARDS**

<b>STANDARD</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>CS-H</b>	<b>AS</b>	<b>ADDITIONAL REGULATIONS</b>
<b>MINIMUM LOT AREA</b>	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	No minimum.	

**TABLE 6.02  
COMMERCIAL DEVELOPMENT STANDARDS**

<b>STANDARD</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>CS-H</b>	<b>AS</b>	<b>ADDITIONAL REGULATIONS</b>
FRONT YARD SETBACK	10' maximum.	No minimum; however, see Chapter 18.100 for design guidelines for pedestrian access and view corridors.	No minimum.	No minimum.	No minimum.  bldg. height is over 35'.	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.
SIDE YARD SETBACK	10' minimum; 15' minimum plus 5' for every story over 3 stories if next to a residential	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	5' minimum 30' minimum for buildings and 15' minimum for other	1. 50' minimum from property line for agriculture buildings (or structures) which house animals



**TABLE 6.02  
COMMERCIAL DEVELOPMENT STANDARDS**

<b>STANDARD</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>CS-H</b>	<b>AS</b>	<b>ADDITIONAL REGULATIONS</b>
	zone.				the sum of the 2 side yards shall be no less than 1/2 the building height.	structures from flanking streets.	other than pets. 2. Must comply with clear sight triangle requirements, Section 18.40.060(C). 3. See Design Guidelines, Chapter 18.100.
<b>MAXIMUM BUILDING HEIGHT</b>	75'; except hospitals, which may exceed that height.	See 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(A)(2)(b). 2) In the portion of the area on West 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).	Refer to Figure 6-2 and 6-2B for specific height and building configurations required on specific blocks.	75'; PROVIDED, however, that two additional stories may be built, if they are residential. There are also restrictions around Sylvester Park. For details, see 18.06.100(C)(6) Height, Downtown Business District.	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.	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.
<b>MAXIMUM BUILDING COVERAGE</b>	50%	60% for properties between the shoreline and the nearest upland street.	100%	No requirement.	No requirement.	85%	

**TABLE 6.02  
COMMERCIAL DEVELOPMENT STANDARDS**

<b>STANDARD</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>CS-H</b>	<b>AS</b>	<b>ADDITIONAL REGULATIONS</b>
		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.					
<b>MAXIMUM DEVELOPMENT COVERAGE</b>	65%	100% development coverage.	100%	100%	100%	85%	
<b>ADDITIONAL DISTRICT-WIDE DEVELOPMENT STANDARDS</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(F). Residential uses (Section 5 of Table 6.01) may not be constructed within 600 feet of Lilly Road except in upper stories of mixed use building; all other	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. See also 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	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 Pedestrian Streets Overlay District, Chapter 18.16. For retail uses over 25,000 square feet in 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.

**TABLE 6.02  
COMMERCIAL DEVELOPMENT STANDARDS**

STANDARD	MS	UW	UW-H	DB	CS-H	AS	ADDITIONAL REGULATIONS
	<p>development standards are the same as for commercial uses.</p>	<p>limits; and Chapter 18.100 for West Bay Drive view corridors. See also 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.</p>					

**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 2. Repeal of Interim Regulation Ordinances.** Ordinance No. 6820 and Ordinance No. 6878 are hereby repealed.

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

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

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MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**

  
DEPUTY CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



Example of proposed 'Stepback' adjacent to low density (14 or less housing units per acre) zone

**Examp  
minim  
adjace  
density  
more t  
acre) z**



30'

20'



# City of Olympia

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Contact: Amy Buckler  
(360) 570-5847

## Meeting Minutes Planning Commission

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**Monday, August 19, 2013**

**6:30 PM**

**Room 207**

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### 1. CALL TO ORDER

#### 1.A ROLL CALL

**Present:** 5 - Chair Jerome Parker, Vice Chair Judy Bardin, Commissioner Max Brown, Commissioner Roger Horn, and Commissioner Carole Richmond

**Absent:** 4 - Commissioner Kim Andresen, Commissioner Jessica Bateman, Commissioner Darrell Hoppe, and Commissioner Missy Watts

### 2. APPROVAL OF AGENDA

### 3. PUBLIC COMMENT

There were no public comments.

### 4. ANNOUNCEMENTS

Associate Planner Amy Buckler announced the Commission should meet by the front doors at 9:00 AM on Saturday, August 24 for their annual retreat/tour. Coffee will be available.

Commissioner Horn asked if the December 2nd meeting could be moved to December 9th due to the preceding Thanksgiving holiday. The Commission agreed.

### 5. INFORMATION REQUESTS - None

### 6. BUSINESS ITEMS

#### [13-0601](#) Discussion: What Makes a Great Neighborhood Center?

Community Planning & Development Director Keith Stahley gave a presentation with photographs of 'great neighborhood centers.' Examples included Alrich's Market in Port Townsend; Huntington Beach, California; Crystal Springs Neighborhood in Roanoke, Virginia; Grandin Neighborhood Center in Roanoke; Fairhaven in Bellingham, Washington; Nelson's Market in Bellingham; Town Center in Burien, Washington; Freemont in Portland, Oregon; Belmont in Portland; Midvile Plaza Shopping Center in Madison, Wisconsin; Hyde Park Historic District in Boise, Idaho; Vermillion in Huntersville, North Carolina; Delridge Branch Library in Seattle, Washington; Newport Avenue in Bend, Oregon. The examples

include planned neighborhood centers, as well as older, redeveloped centers.

Common elements include: close to residential development; walkable; mixed use; proximity to street; bike parking; small commercial node that is detached from the commercial core and serves local neighborhoods; historic districts. Popular uses include: coffee shops, restaurants, retail, ice cream parlors, and libraries.

Commission Discussion:

- There is information about population around the 17 designated neighborhood centers in the retreat packet.
- Most of Mr. Stahley's examples showed 3 or 4 story buildings, which could be a challenge for Olympia.
- Mr. Stamm commented that in the future, the Commission may be asked to make a recommendation regarding the code requirements for neighborhood centers. At the retreat, think about whether the current requirements are viable as compared to the conditions. The City anticipates sub-area planning processes will spur community discussion of neighborhood centers.
- Mr. Stamm commented that the parking requirements for neighborhood centers are relatively the same as in the HDC's, where it is required to be in the back, with some exception. Finding location of vehicle parking in these areas is a real challenge given the limited space.
- Mr. Stahley commented that one of the needs of a form-based code is a public charette process.
- Current requirements require a master plan proposal for neighborhood centers.
- Might be more economical for all parties if developers know what the public wants before putting in a proposal.
- You could have a standard zone that applies to all neighborhood centers.
- 5 of the 17 neighborhood centers are already approved.

**The report was received.**

[13-0552](#)

**Briefing: Proposed development code amendment relating pending change in Olympia's Comprehensive Plan Future Land Use Map to Zoning Map**

On August 5, the Commission asked that the two versions of the urban neighborhoods map be distributed for the benefit of new members, prior to making a decision about the public hearing on the zoning map consistent with the future land use map.

- Chair Parker, and Commissioner Horn and Bardin, were uncomfortable moving forward on this item until the Council considers the land use map.
- Ms. Buckler, staff will discuss with Land Use Committee.
- Mr. Stamm commented we may not need to have to adopt the zoning map consistent with the land use map at the same time, but if we don't it will create problems at the development stage.
- There has been discussion between OPC and Council about OPC requesting a 2014 work item revisiting the Urban Neighborhood's proposal as a 2014 work item. OPC will need to request.



- Even if OPC holds public hearing in September, may need to be revised again. Want more direction from Council before holding the public hearing.
- No Commissioners are opposed to the notion of collapsing the land use categories into 14; the issues with moving forward now are that Council hasn't reviewed the OPC recommendation on the Comp Plan yet, and we don't know who will be the hearing body on rezones yet.
- Would be good to get the Urban Neighborhoods revisit on the 2014 OPC work plan, and address it as early as possible (i.e., first meeting in April).
- Commissioner Bardin asked if there a way to shift something else. Mr. Stamm responded it's up to the Council.
- Direction from Council will precede consideration by the Planning Commission.

**The report was received.**

[13-0555](#) PUBLIC HEARING: Code Amendment to Change Rezone Hearing Body

Hearing Body - Mr. Stamm gave a briefing on a possible code amendment to change the rezone hearing body. Since the current future land use map and zoning maps are mirrored images of each other, any changes to the zoning map also requires a change to the future land use map (a comprehensive plan amendment). Currently, the Municipal Code grants authority to the Planning Commission (OPC) to make recommendations on any Comprehensive Plan amendments, thus standard practice has been for OPC to review zoning changes.

The Code, which was written decades ago, gives authority to the Hearing Examiner to review zoning changes when a Comp Plan amendment is not required. If the Council ultimately decides to change the format of the land use map (as proposed in OPC's recommended Comp Plan), the Commission would not get to review all zoning changes. OPC has asked for a work item to consider changing the code so OPC is always the review body on zoning changes.

The amendment would not apply to village master plans.

The City typically explores 2-3 zoning changes a year. The difference for staff between having OPC vs. Hearing Examiner review zoning changes is minimal.

The Commission is comfortable with September 23rd as the public hearing date for this item.

**The public hearing was received.**

[13-0556](#) Briefing: Potential Code Amendment for Buffering Single-Family Housing

Buffering SF - at 8:48 p.m.

Mr. Stamm gave a briefing about a proposed code amendment to change the code regarding buffering single family from multi-family through setbacks and step backs, as described in the staff report.

Council adopted an interim code in December 2012. They also changed the code so that it applies to multi-family adjacent to single family USES, not just single family ZONES, which is a change from current code.

Council's interim measure did not apply to General Commercial zones; however the Planning Commission could, since similar circumstances may exist in that zone.

Current height limit in HDC zones is generally 35' if you're within 100' of a residential zone; up to 60 if not; up to 70' with structured parking; and up to 75' if one story is residential.

In the proposal, the step back requirement for "every third" applies to the 3rd story.

In response to questions posed by staff, the Commission agreed to the following:

- Public Hearing date is October 21.
- Notice public as normal (which includes recognized neighborhood associations) plus targeted to all directly affected property owners.
- Make a recommendation on GC and PO/RM, in addition to HDC zones.
- Propose a menu of regulatory options, as opposed to keeping only within Council's interim regulation. There are other options for buffering.

**The report was received.**

[13-0557](#)

**Briefing: Housing Type Mix in Multi-family Housing Projects**

Mr. Stamm briefed the Commission on a proposed code amendment to change the threshold for requiring buffering between single family and multi-family from 10 to 5 acres. This would pertain to RM-18 and parts of the RMU. This would drive the mix up, likely drive density down a bit. So far, the City has not experienced problems with other existing requirements. Does not pertain to the RM-24 zone; if you invoke this clause in that zone, developer can't meet minimum density. Developers don't build this high yet, because the combination of requirements would ultimately require structured parking.

One of the questions before the Commission tonight is do you want staff to notice all potentially affected property owners?

Tentative hearing is December 2nd, but that date has now been moved to December 9th. Staff will need a lot of lead time to build the notice list if it is to go to all potentially affected property owners.

- At the public hearing, staff will provide pictures to help the Commission visualize 5 vs. 10 acres.
- Is there a better option than "5 acres?" The Comprehensive Plan amendment that is moving forward proposes 5. There are lots of current requirements pertaining to "5" acres.
- Request for staff to consider including other zones that this would apply to, including other commercial zones.
- All of our commercial zones allow unlimited residential development. Current buffering

requirements do not apply to these.

- Is there any attempt to do smaller units (800 sq. ft.)? Staff will provide at hearing. The City doesn't regulate unit size, the market does that. Impact fees apply per unit.
- There are no explicit requirements for how townhouses and multi-family relate to each other, other than connectivity requirements.
- Blending is for both aesthetics and mix of housing options (ideally, a mix of incomes.)
- You can't take an apartment building, and create a condo out of it.

The Commission moved to hold the public hearing on December 9, with notice to all affected developers and adjacent property owners.

### **The report was held and left open.**

#### 13-0622

#### **Discussion: Downtown Master Planning Task Force**

Chair Parker announced there was a 3-person committee of the Planning Commissioner (OPC) who drafted a revised Option 2 for the Downtown Master Plan Task Force. They also discussed an Option 3, supported by Commissioner Richmond.

- Option 1 is for just OPC to scope this effort. This was the OPC recommendation made in the 2014 OPC Work Plan.
- Option 2, as revised by the OPC committee, is for there to be a task force of various stakeholders, including 2 representatives from OPC. The original Option 2 was discussed by the Land Use & Environment Committee (LUEC) on July 25, but LUEC did not make a formal decision at the time. A handout was provided at the meeting.
- Option 3 is a hybrid of Options 1 and 2, that sets up more of a collaboration of OPC and the other stakeholders.

Councilmember Brown explained how the committee revised Option 2, including having full OPC review the final proposal on November 4 before it goes to the Council; adding some new stakeholders; review of the 2013 Comprehensive Plan, rather than 'Imagine Olympia' wordsmithing. The committee expressed frustration about OPC not doing this alone. This would need to be a budget item for 2014.

Give them the freedom to do what they think is best, but needs to be grounded in reality, not passion. Preferred way is for OPC to do this alone, but option with stakeholders is a concession.

Commissioner Bardin recollects from the July 25 LUEC meeting that at least Councilmember Roe expressed concern that this step would not be completed by OPC only.

Councilmember Richmond wonders why the other stakeholders want to be involved in the planning to plan effort, rather than just the process itself. She views this as an effort to be made by 'resource people,' not just people who are interested. This could be done by OPC, with review by other stakeholders. She proposes a phased approach to planning and development, as well as other ideas for the process. She agrees with the stakeholders

identified in Option 2. Planning process, timeline and budget would be the deliverable; followed by the RFQ.

OPC is a recommending body, and City Council will make the final decision.

Commission Discussion:

- What does it mean for OPC to 'be the lead' for this effort?
- OPC could have a subcommittee do this
- How would a process with OPC differ from Jerry's Comments?
- Commissioner Horn likes the idea of the task force; gets more community members involved. Sustainable South Sound may not be a good fit. Suggested that a Councilmember be involved, to keep things on track. Nine may be too many members.
- Committee was looking for an environmental perspective.
- If a Councilmember participated, that may help Council be on board with the recommendation.
- This committee should not get too big. Should be an odd number, with at least 5, but not more than 9.

Mr. Stahley said budget discussions have begun, and it looks like the City will need to cut \$1.6m out of the budget for 2014. Thus, the sooner we have an estimated budget for this work item to present to Council, the better. It will likely be in the range of \$200,000. Generally, the City does not go out with an RFQ before there is a budget. The Scope of Work and RFQ don't necessarily need to be complete before Council budgets the item.

Commissioner Brown, seconded by ?, moved to present to Land Use Committee next Monday Option 2 as further revised as follows: change membership to one Downtown Association member, add a Land Use & Environment member; Sound member to Utility Advisory member; under deliverable, change second; budget to be written with assistance; deliverable should be a statement of work to be covered by the consultant. Ask staff to begin a discussion with Council for an approximate \$200,000 budget allocation for an RFQ. All in favor.

Brown, Richmond amendment to change deliverable to Statement of Work. all in favor.

Horn amendment- revise this and present to LUEC next Monday night. All in favor. Mr. Stahley encouraged Chair Parker to report out on this during report-outs at LUEC.

Commissioner Richmond passed out copies a presentation by George Crandall made to the community in 2011.

## 7. APPROVAL OF MINUTES

[13-0559](#) Approval of June 17, 2013 Planning Commission Meeting Minutes

The minutes were approved as amended.

[13-0553](#) Approval of July 15, 2013 Planning Commission Meeting Minutes

The minutes were postponed until September 9th.

## 8. REPORTS

Commissioner Horn reported that the CFP Subcommittee met with staff. Are there any issues from last year that OPC wants to carry over into this year's letter. The Subcommittee will draft the letter during the meetings on August 28 and September 11.

Commissioner Bardin asked for the Subcommittee meetings to be staggered, so they don't occur in same week as a regular Planning Commission meeting. The Subcommittee will discuss moving the September 11 meeting at their next meeting.

Chair Parker announced the Leadership Team discussed the Planning-to-Plan and the agenda for the retreat issue at their meeting on August 16. Things are still up in the air regarding the Downtown Master Plan scoping, since Council hasn't made a formal decision yet.

Commissioner Bardin attended the last Heritage Commission meeting 9:28pm

Commissioner Brown announced the CRA Committee met with the Mayor, but there is nothing to report yet. It is not clear where this is heading.

Commissioner Horn reported that he attended the Downtown Association meeting ... 9:30  
They discussed the SMP, CRA, Comp Plan, Downtown Master Plan

## 9. ADJOURNMENT

### Accommodations



# City of Olympia

City Hall  
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Olympia, WA 98501

Contact: Amy Buckler  
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## Meeting Minutes Planning Commission

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**Monday, October 21, 2013**

**6:30 PM**

**Council Chambers**

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### 1. CALL TO ORDER

Chair Parker called the meeting to order at 6:30 p.m.

### 1.A ROLL CALL

**Present:** 9 - Chair Jerome Parker, Vice Chair Judy Bardin, Commissioner Kim Andresen, Commissioner Jessica Bateman, Commissioner Max Brown, Commissioner Darrell Hoppe, Commissioner Roger Horn, Commissioner Carole Richmond, and Commissioner Missy Watts

### OTHERS PRESENT - Staff

Deputy Director Leonard Bauer, Principal Planner Todd Stamm, Associate Planner Amy Buckler

### 2. APPROVAL OF AGENDA

The agenda was approved.

### 3. PUBLIC COMMENT

Bonnie Jacobs of 720 Governor Stevens Avenue SE, a member of the Governor Stevens Neighborhood Association, commented on the development in her area on Capital Way where there is a new produce market, coffee shop and coming pizza place. She supports that type of development in her neighborhood but would like the Commission to remove the designation of that area as an urban corridor. She thinks her neighborhood should be part of the South Capital Neighborhood Association and asked the Commission to consider a designation for her neighborhood that is more compatible with its proximity to South Capital. She thanked the Commission for their hard work in the past and current efforts.

### 4. ANNOUNCEMENTS

Ms. Buckler spoke about the meetings that had recently taken place to include the public in discussions about the Comprehensive Draft Plan Update.

### 5. INFORMATION REQUESTS - None

### 6. BUSINESS ITEMS

**Discussion Included:**

- Olympia's building size transition regulations possibly amended to limit building heights in HDC zones near single-family homes; require step backs at 3,5,7 floor; impose same or similar requirements in general commercial and profession office-multi-family zones; buffer existing single-family homes.
- Options to Commissioners are many.
- Commission could explore other options and may extend for 6 months to do more research.
- Setbacks vary considerably.
- Many 4th Avenue and State Street older homes have been converted to offices.
- Regulations protect the use, not the building, therefore converted buildings are not protected.
- Multi-family residential zones height limits.
- Cottage and accessory dwelling units.

**13-0847 PUBLIC HEARING: HDC Stepbacks and Setbacks**

Mr. Stamm gave an overview of the proposal outlining the history and background. He discussed the current High Density Corridor (HDC) Regulations. A map of potentially affected areas was presented and explained. Examples of buildings that comply with setback requirements were represented.

The public hearing was opened at 6:39 p.m. Chair Parker requested the public to submit their written questions by October 25th so the Commission can study them in preparation for the next meeting. Every homeowner and commercial property owner had been mailed a notice about the public hearing. Concern that the public did not have adequate time to respond. Chair Parker moved, seconded by Vice Chair Bardin to continue the public hearing. The motion was approved. The written comment period was left open until the end of the next meeting and all emails must be into staff by November 4, 2013.

Jim Morris of P.O. Box 11221, Olympia 98502 an affected property owner spoke about the concern he has regarding the setbacks.

**Discussion:**

- Olympia does not have a 30-day notice for a public hearing. The statutory minimum is 10 days.
- Homeowners will be notified that the time has been extended until November 4th.
- Difficulty in finding staff reports is a problem for the public and staff will inquire about having an easier means of getting staff reports.
- Options for Commission.

Carolyn Roos of 2109 Bush Avenue NW supports protection of current homes. She is concerned about her neighborhood's privacy and the only access to 301 Bing Street is through a small residential street.

Rueben Bernal of 2612 Bush Avenue spoke about the problem in his neighborhood of drivers using Bush Avenue as a short-cut to the commercial area of the mall. This is problematic and causes serious congestion at certain times of the day. He is concerned about the

privacy that is lost when apartments are built and interfere with the existing yards of the original homes. He believes that property values will drop as a result of further development. He received a notice in the mail on Friday of last week and does not feel that was adequate time for him to respond. Stress on the water, sewage and other systems will be too great if more development occurs in these residential areas. Safety concerns for the kids are another concern as traffic increases. He supported the choice of other areas in the City that he feels would be better suited for development.

Bob Jacobs of 720 Governor Stevens Avenue SE stated the public hearing is improper and possibly illegal because there is nothing on the website that announced it. He supports the extension of the hearing and will address the Commission again when he understands exactly what is being proposed. Questions and comments included:

Why are land uses protected?

How to deal with the impacts with one type of use on another?

He has 20 years of experience dealing with these sorts of problems and wants the Commission to personally view the building examples presented by Mr. Stamm.

He talked about the Tumwater redevelopment and presented some slides that define zones.

He encouraged the Commission to attend the next meeting for Tumwater on November 12th.

The public hearing was closed at 8:01 p.m.

**Commissioner Bateman moved, seconded by Vice Chair Bardin, to keep the written record open until 5:00 p.m. on Monday November 4th.**

[13-0799](#)      Deliberation: Code Amendment to Change Rezone Hearing Body

Commissioner Horn moved, seconded by Commissioner Hoppe, that the proposed language beginning on page 14 of 50 be approved.

**Discussion:**

- Expand the scope of review for urban villages and put request on future work plan.
- Retain the current responsibility or authority for rezoning.
- It is likely that similar rezones will come to the Commission without amendment.
- Process or easing of workload should be considered.
- Concern about changing the protocol when the current Hearing Examiner is competent and meetings are open to the public.
- Hearing Examiner may be a better fit for these hearings.
- Planning Commission is tasked with big picture decisions and Hearing Examiner can attend to smaller matters of policy.
- Policy issues should come to the Commission and are more appropriate for their oversight.
- The Commission can reliably decide rezone questions.
- 9 member Commission could help decisions be more diverse and protective of policy.
- Difference between site specific and regional process decisions.

**Commissioner Horn moved, seconded by Commissioner Hoppe, to approve the recommendation. The motion carried by the following vote:**



**Aye:** 9 - Chair Parker, Vice Chair Bardin, Commissioner Andresen, Commissioner Bateman, Commissioner Brown, Commissioner Hoppe, Commissioner Horn, Commissioner Richmond and Commissioner Watts

[13-0885](#) Review of the 'Urban Neighborhoods' proposal

Ms. Buckler outlined the Land Use meeting results which included the questions that Commissioners Parker, Bardin and Horn had posed at the meeting. Council returned the Comprehensive Plan to the Commission for revision and completion. Problems and issues with the May addendum were not clearly delineated and questions need to be addressed by staff. Requests by the Council for the Commission were reiterated. Commission raised the following point that keeping the height limits had been discussed at great length in the past. New Commissioners have not heard the Public comment from the past. New Commissioners should be exposed to this history in order to be informed. Concern about the inconsistencies between the recommendations and the language in the proposal. There was not sufficient information for the Commission to make informed recommendations. Review of plans should be done to clear up the inconsistencies. New Commissioners want to rely on the expertise of the other Commissioners for recommendations. Contradictions in the plan can be cleared up when Commissioners outline what they support.

**Discussion:**

- Commission raised the point that changes in the addendum regarding the Future Land Use map were inconsistent with the intent of the Commission.
- The HDC as shown on the current map is consistent.
- Changes that were made need to be discussed.
- The Commission wants the neighborhoods to determine what occurs in their neighborhoods and this should be reflected in the plan.
- Unintentional change for areas with high groundwater.
- Last minute changes were not made to the map.
- Commission is not in a position to support the intensive study involved in this proposal.
- New work plan for April 2014 through May 2015 could include this proposal.
- Decisions about neighborhood centers are parallel to this topic.
- Commission will discuss Council request for inclusion.

Current urban corridor of the 1994 plan defines are 1/2 mile for corridors, 1/4 mile on either side of the street. Staff was under the impression that the Commission had determined certain areas were not to be designated urban corridors or that certain corridors could be narrowed. The Commission does not want the corridors to change but wants to change the zoning for the corridors. The map is confusing because the nodes are now within the corridor and do not stand out. Commission needs a map that is accurate so that discussion can continue. More information needs to be provided for new members. 1/4 mile is about 3 to 4 blocks. Defining the widths should be done in the Comprehensive Plan. Staff will integrate the clarification that has been made by the Commission tonight. Commission would like to see the map that had 18 nodes. Discussion will be ongoing about the nodes to determine if they are adequate.

**The work session was completed.**

## **7. APPROVAL OF MINUTES**

[13-0882](#) Approval of August 24, 2013 Planning Commission Meeting Minutes

**The minutes were approved as amended.**

[13-0883](#) Approval of August 28, 2013 Planning Commission Finance Subcommittee Meeting Minutes

**The minutes were approved as amended.**

[13-0884](#) Approval of September 12, 2013 Planning Commission Finance Subcommittee Meeting Minutes

**The minutes were approved as amended.**

## **8. REPORTS**

Finance Sub-committee Chair Horn and Chair Parker reported on their testimony before the Council and the letter submitted. Capital Facilities Plan of the Olympia School District will be reviewed and brought to the next meeting.

Design Review Board approved a dental building that has broken ground on Martin Way, and a new bakery and additional commercial space being built next to the Sandwich Shop on 4th Avenue.

Parks Committee members are meeting with a City employee about the future of forestry within the City.

Community Renewal Advisory Committee met and emphasized the need for coordination with the Downtown Plan and the need for community input regarding Capital Lake.

## **9. ADJOURNMENT**



# City of Olympia

City Hall  
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## Meeting Minutes Planning Commission

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**Monday, November 4, 2013**

**6:30 PM**

**Room 207**

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### 1. CALL TO ORDER

Chair Parker called the meeting to order at 6:28 p.m.

### 1.A ROLL CALL

**Present:** 9 - Chair Jerome Parker, Vice Chair Judy Bardin, Commissioner Kim Andresen, Commissioner Jessica Bateman, Commissioner Max Brown, Commissioner Darrell Hoppe, Commissioner Roger Horn, Commissioner Carole Richmond, and Commissioner Missy Watts

### OTHERS PRESENT

Staff Present:

Community Planning and Development Deputy Director Leonard Bauer, Principal Planner Todd Stamm, Public Works Senior Program Specialist Ron Jones

Guests Present:

Olympia School District Assistant Superintendent Jennifer Priddy, Coalition of Neighborhood Associations (CNA) Chair Bob Jones and Vice Chair Phil Schulte

### 2. APPROVAL OF AGENDA

The agenda was approved.

### 3. PUBLIC COMMENT - None

### 4. ANNOUNCEMENTS

The last public forum on the Comprehensive Plan will be held on November 7, 2013 at The Olympia Center. A short course about local planning will be held at Lacey City Hall on November 13, 2013 from 6:30 to 9:30 p.m. and all Commissioners are invited to attend.

### 5. INFORMATION REQUESTS - None

### 6. BUSINESS ITEMS

**13-0918** Sub-Area Planning Briefing & Discussion with Coalition of Neighborhoods

Mr. Bob Jones reviewed a map by the CNA that represents Olympia's sub-areas or districts. He described the Northeast quadrant or sub-area A.

## Discussion Included:

- A sub-area planning process proposed by the CNA and a two year pilot effort to implement this process in one sub-area of Olympia.
- Outline of the 5 active neighborhoods in sub area A for pilot project.
- Engaging the participation of all neighborhoods and the organization of those that currently do not have associations.
- Distribution of the most recent version of the sub-area planning process proposed by the CNA.
- Possible fast track zoning options.

Mr. Schulte spoke about the genesis of the participation of the CNA and the original desire of the neighborhoods to define "active participation in City decision-making". He discussed the creation of the Memorandum of Understanding (MOU) and spoke about the CNA's January 2013 proposal to the Land Use and Environment Committee (LUEC), including the action plan and the development of the implementation strategy. He spoke about the challenges and opportunities faced by the Coalition in working with the City and highlighted the policy and procedural recommendations made to the CNA by the LUEC.

Both speakers urged the Commission to remove the Sub-area map from the Comprehensive Plan and to make it part of the Implementation Plan. Each noted that the boundaries of the sub-areas would change as development occurs and that these changes should not require amendment of the Comprehensive Plan.

## Discussion Included:

- Review of LUEC recommendations.
- Budget/funding implementation and CNA resource allotment.
- Importance of open-ended decision processes.
- Maintaining the unique differences between neighborhoods.
- Possibility of a more rapid evolution and implementation.
- Identification of neighborhood hot spots.
- Consistency of neighborhood development with the Comprehensive Plan.
- Lack of funding and delayed start time.
- Practicality of using volunteers.
- Achieving results and accountability.
- West Side boundaries and homogeneity.
- Residential, mixed use and the complex issues involving multi-purpose differences.
- Resident involvement and planning actions regarding fundamental redevelopment.
- Process of communication and information sharing with staff.
- Non-conformity of pilot project.
- Need for funding in 2014 for a 90-day implementation strategy.
- Community forum to review the Sub Area Plan.

- Consulting with Public Works and Finance about infrastructure and utility references.
- Reviewing the Comprehensive Plan's goals and policies.

**The report was discussed and deliberation will continue at the next Planning Commission meeting on 11/18/2013.**

**13-0911 PUBLIC HEARING (Continued): High Density Corridor Zone Building Step-backs and Setbacks**

The public hearing was opened at 7:16 p.m.

Property owner R. L. Thiebe of 4340 Martin Way spoke about the potential for adverse economic impacts of restricting development in his area. He does not support the emergency ordinance currently in place and believes that the requirements for setbacks are inappropriate for Martin Way.

Discussion:

- Definition of detached residential property and whether it includes mobile homes.
- Confusion surrounding the definition of mixed use areas.

Property owner Carolyn Roos of 2109 Bush Avenue NW spoke about the reasons for the original proposal which pertained to a 6-story apartment building and the problems related to that building. She supports the setback amendment and wants the traffic for High Density Corridor (HDC) developments to be directed away from Bing and Jackson streets, two small local access streets which were not intended to carry traffic to HDC zones.

Discussion:

- The potential noise and air pollution problems without a buffer between single-family homes and High Density Corridor traffic.
- Although not included in the moratorium, buffer considerations need to be considered.

Bob Jacobs of 720 Governor Stevens Avenue spoke about Tumwater's approach to this problem. He gave examples of poorly executed buildings which he thinks look terrible, but has setback compliance that conforms to zoning requirements. He urged the Commission to look at the Key Bank building as an example of compliance that works. He spoke about the problems associated with private property owners' decisions to build smaller buildings, the effect on zoning for adjacent property and spoke against the emergency ordinance. He suggested that the City not contradict the zoning adopted by public process as was done with the emergency ordinance to restrict development in the urban corridor zones.

Ruben Bernal of Bush Avenue spoke about the problems associated with the proposed Bush Avenue apartments. He is especially concerned about the dangerous situation for kids and other pedestrians, and the potential for decreased property values as traffic increases.

Chris van Daalen of 3203 Lawrence Street spoke about the recent forum on green urbanism. He supports redevelopment for HDC using design specifics for pedestrian and alternative transportation proven to support a greater quality of life.

The public hearing closed at 7:43 p.m.

Discussion:

- Possible denial of the previously proposed project for traffic, design and stormwater reasons.
- Proximity of HDC zone and single-family homes.
- Implications of Emergency Code.
- The differences between High Density Zone (HDZ) and High Density Corridor.
- Buildings height limits in the HDC.
- Effect on single family property owners when zones historically single family are converted to multi-use.

**The decision was forwarded to the next Planning Commission meeting on 11/18/2013.**

**13-0928** Final Deliberation and Recommendation on Proposed Landscaping and Screening Code Amendment Related to Screening of Solid Waste Receptacles (Containers)

Mr. Ron Jones outlined the changes made to the final version of the screening proposal. Utility will work with property owners individually for areas that are special situations such as higher pedestrian traffic areas.

Discussion:

- New pilot project to decorate dumpsters in 2014.
- Unified color coded system.
- Concerns about viewing dumpsters from above for people in apartments.

**The Planning Commission recommended to the City Council the amendment of the OMC 18.36.060 Landscaping and Screening, sub-sections (I) and (L), with or without additional amendments.**

**Aye:** 8 - Chair Parker, Vice Chair Bardin, Commissioner Andresen, Commissioner Bateman, Commissioner Brown, Commissioner Horn, Commissioner Richmond and Commissioner Watts

**Nay:** 1 - Commissioner Hoppe

**13-0920** Initial Deliberation on Olympia School District’s Capital Facilities Plan (CFP)

Ms. Priddy presented an overview of the Olympia School District Capital Facilities Plan for 2014 - 2019. The material included answers to questions previously sent by the Commissioners regarding the calculation of impact fees.

Discussion Included:

- The correct fee amounts.
- The future need for an earlier release of Plan material enabling the Commission to address inconsistencies.
- Speeding the process using the latest data instead of last year's data.
- Drafting a letter to City Council with this new information.

**Discussion will continue at the next meeting on November 18, 2013.**

**13-0921**            Review of the 'Urban Neighborhoods' proposal

Mr. Bauer spoke to the Commission about the proposal.

Discussion Included:

- Accuracy of the draft map.
- Description of medium density neighborhoods.
- Height limits on the Westside and State Street.
- The 35-foot limit in the code prior to the emergency ordinance.
- Some problem with continuous buildings of 35 feet with limited setbacks.
- The Comprehensive Plan (CP) and conceptual boundaries versus specific zoning.
- The March 18th proposal and a refined addendum for the Council.
- Changes including a significant reduction of overall size of urban corridor.
- Non-conforming existing buildings.
- The Woodland Square, Capital Way, Brewery and 4th Avenue area nodes.
- Problems with traffic noise and air pollution for urban corridors with denser housing.
- Increased exposure may be an environmental justice issue.
- Port jurisdiction of areas that are designated high density residential.
- Urban neighborhood proposal height limits.
- Landmark view retention.
- Downtown height limits application.
- Current central business 4-story height limit.
- CP parameters for urban neighborhood inclusion.
- Earthquake hazards and liquefaction potential of proposed high density neighborhoods in downtown..
- The Shoreline Master Plan prohibits housing within 200 feet of shoreline.
- Consideration of climate change effects.

**Discussion will continue at the next meeting on November 18, 2014.**

**7. APPROVAL OF MINUTES**

**13-0923**            Approval of August 16, 2013 Planning Commission (Downtown Tour) Meeting Minutes

**The minutes were approved.**

**13-0925**            Approval of October 7, 2013 Planning Commission Meeting Minutes

**The minutes were approved as amended.**

**8. REPORTS**

## Leadership Team:

Chair Parker and Commissioners Andresen, Bateman, and Brown, will participate in polling for upcoming appointments.

## Finance Sub-committee:

Chair Parker and Commissioner Horn provided the draft letter to the Olympia School District.

## Liaison:

Citizen Advisory Committee will meet on November 20, 2013. The Tree Committee, composed mostly of members of the Olympia Parks and Utilities Advisory Committees, met to brainstorm urban forestry approaches and evaluate other jurisdictions' plans. Their next meeting will be on November 20, 2013.

## Utilities:

There has been a change in membership.

**9. OTHER TOPICS****10. ADJOURNMENT**

The meeting was adjourned at 9:35 p.m.





# City of Olympia

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## Meeting Minutes Planning Commission

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**Monday, November 18, 2013**

**6:30 PM**

**Room 207**

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**1. CALL TO ORDER**

Chair Parker called the meeting to order at 6:29 p.m.

**1.A ROLL CALL**

**Present:** 8 - Chair Jerome Parker, Vice Chair Judy Bardin, Commissioner Kim Andresen, Commissioner Max Brown, Commissioner Darrell Hoppe, Commissioner Roger Horn, Commissioner Carole Richmond, and Commissioner Missy Watts

**Excused:** 1 - Commissioner Jessica Bateman

**OTHERS PRESENT**

Staff Present:

Deputy Director Leonard Bauer, Principal Planner Todd Stamm, Principal Planner Steven Friddle, Associate Planner Amy Buckler

Guests Present:

Mayor Stephen Buxbaum, Olympia Master Builders (OMB) Government Affairs Director Adam Frank

**2. APPROVAL OF AGENDA**

The agenda was approved.

**3. PUBLIC COMMENT - None**

**4. ANNOUNCEMENTS**

Ms. Buckler told the Commission about two recent events with the South Sound Military & Communities Partnership, an organization of cities that are working with the Joint Base Lewis-McChord. She provided disc copies of the Joint Base Lewis McChord Master Plan to the Commission.

**5. INFORMATION REQUESTS - None**

**6. BUSINESS ITEMS**

**13-0952 PUBLIC HEARING & RECOMMENDATION ON OLYMPIA SCHOOL DISTRICT'S CAPITAL FACILITIES PLAN (CFP)**

Mr. Frank spoke about affordable housing and the mission of OMB. He expressed concern about the Olympia School District (OSD) impact fee increases and the lack of transparency surrounding the reason for the increases. A letter from OMB to the Mayor and City Council expressing OMB's concerns was distributed and reviewed.

## Discussion:

-The Commission requested that Mr. Frank provide copies of cited information regarding the economic benefits of new home construction.

Commissioner Horn explained that the updated letter of recommendation to City Council includes a specific recommendation and minor edits.

## Discussion:

-The Commission wants the OSD in the future to provide calculations and more information about any impact fee changes.

-The schedule should be changed to support earlier substantive discussion and review by the Commission.

-The Commission recognizes a lack of transparency and clarity which conflicts with the Comprehensive Plan.

**Commissioner Horn moved, seconded by Vice Chair Bardin, to recommend approval of the Olympia School District's Capital Facilities Plan and forward the associated letter to Council. The motion passed unanimously.**

**The recommendation was approved.**

**13-0965 ORAL BRIEFING ON COMMUNITY RENEWAL AREA (CRA)**

Mayor Buxbaum provided a briefing about the Community Renewal Area (CRA) process and timeline, and its relationship to downtown master planning. He described the ad hoc committee's work and reviewed CRA project goals from the Council's perspective. He outlined some barriers to achieving goals including soil contamination, liquefaction, blight, decaying buildings, vacancies, homelessness, aging infrastructure, storm surge, and the deterioration of Percival Landing. He outlined several economic stressors and made recommendations for strategies to support a deliberate approach.

## Discussion:

-Design charrette to promote joint ownership of solutions between residents, business owners, City shareholders and developers.

-Composition of the citizen advisory group.

-Past problems of achieving agreement.

-Consensus of agreement regarding the Isthmus problem and the effect on development.

-Future of action plan for CRA.

- Actions that can be taken without a Downtown Master Plan (DMP).
- DMP continuance and relevance.
- Council goals around commerce and development.
- Influence and shaping of high quality development.
- Revenue crisis and potential to affect revenue base downtown.
- High quality development and partnering with developers.
- Importance of Percival Landing and the commercial waterfront status as amenities.
- Vagrancy and its role in deterring development.
- Isthmus blight challenges.
- Extreme pressure created by lack of revenue and the limits of activity due to these constraints.
- Public/private partnerships.
- Disinvestment of infrastructure maintenance by the City.
- Thurston County responsibilities around homelessness.
- Complementary relationship between DMP and Comprehensive Plan.
- Moving forward with multiple strategies.
- Concern expressed by multiple Commissioners at the CRA moving ahead of the Downtown Master Plan.

**The report was received.**

**13-0956**            RECOMMENDATION: High Density Corridor Zone Building Step-backs and Setbacks

Vice Chair Bardin distributed copies of some new proposal language she drafted recommending set back limitations for buildings with and adjacent to the HDC, and the Revised Code of Washington (RCW) #35-63-900 relative to the Planning Commission to prevent overcrowding of land; to avoid undue concentration of population; to encourage formation of community units; to encourage and protect access to direct sunlight for solar energy systems. She believes that the Urban Neighborhood Proposal (UNP) should be finished before recommending the setback ordinance and supports advising Council to extend the emergency ordinance.

Discussion:

- Tie-in with the Comprehensive Plan (CP) addendum.
- Looking at the whole issue rather than focusing on one aspect of the issue.
- 6820 ordinance description of intended development.
- High Density Corridor and High Density Zoning as separate issues.
- Whether Commission will be able to affect zoning in the High Density Corridor (HDC). Staff responded that there is difficulty in determining future effects.
- Protection of homes adjacent to the corridor.
- Residents represented at past meetings do not live in the corridor, and adoption of proposal will not impact them.
- Compatibility of height limits between homes in the corridor and homes adjacent to the corridor.
- Low density districts.
- Encouraging development without destroying the character of neighborhoods.
- Downtown development undermining corridor development.

**Commissioner Brown moved, seconded by Commissioner Andresen to approve the amendment as proposed by Chair Parker.**

Discussion:

- Protection of houses within the HDC zones would be removed.
- Opportunity in the long-term for Commission to influence zoning codes.

Vice Chair Bardin asked about discussing inclusion of some new language that she proposed.

Discussion:

- Current HDC zones and challenging the emergency ordinance.
- No public comment from residents within the zone.
- Generating certainty for residents.
- Areas of clusters within the HDC.

**Vice Chair Bardin moved to amend the language to include height limits for development within 100 feet of single-family homes within and adjacent to the HDC. There was no second, the motion failed.**

**Commissioner Horn moved, seconded by Commissioner Brown, to insert the word "residential" between the words "maximum and density" in line 3, page 43 of 88 in section 5A2, and adopt the language on page 44 of 88, item 6 to remove the words "or a lot that has a built single-family home" from the provisions regarding step-backs from the Table 6.02.**

Discussion:

- Explanation and impact of this proposal.
- Remove from columns HDC 1, 2, 3, and 4 "any lot that has a built single-family home" and substitute the words " up to 35 feet if any portion of the building is within 100 feet of a residential zone with a maximum density of 14 units or less per acre, for buildings within 50 feet abutting a residential or mixed use zone with maximum residential density exceeding 14 units per acre up to the height allowed in the abutting district".
- Clarification of height limits to determine if greater heights are being intended or allowed, or the purpose is to restrict height.

**Commissioner Brown moved, seconded by Commissioner Andresen to approve the amendment to the original amendment as proposed with the understanding that the intention is to restrict height and language of limitation will be included by staff to reflect that. The motion passed with dissent by Vice Chair Bardin.**

**The motion to approve the amendment as amended as proposed was passed with abstention by Commissioner Richmond and dissent by Vice Chair Bardin.**

**The recommendation was approved as amended.**

**13-0953** Review of the 'Urban Neighborhoods' proposal

**The work session was begun and will continue at the next Planning Commission meeting on 12/9/2013.**

## **7. APPROVAL OF MINUTES**

**13-0950** Approval of September 23, 2013 Planning Commission Meeting Minutes

**The minutes were approved as amended.**

**13-0951** Approval of October 21, 2013 Planning Commission Meeting Minutes

**The minutes were approved as amended.**

## **8. REPORTS**

Finance Sub-committee:

Commissioner Horn reported that at the Lacey short course he spoke with a representative of the city of Redmond which has done a long-range community development capital facilities plan term plan covering 18 years. This can be seen online and could be used as an example.

Parks Committee: None

Heritage Committee: Next meeting is in January.

Design Review Board:

Commissioner Hoppe reported on the resubmission of the McDonalds design for the Hagen's Market site. Some concessions were made on green space and the entryway and the design was approved. The Hilton Inn Garden will develop the empty parcel near the Henderson roundabout. The Wildwood Neighborhood Association had concern about the lighting intruding on their tranquility. The Hilton team met with the Neighborhood Association to address their concerns and made concessions on the color selection. The Olympia School District has made an exterior color change to the Olympia Regional Learning Academy to have consistency with other school district buildings.

Nominating Committee:

Chair Parker and Commissioners Brown and Bateman will provide names at the next meeting and invite those individuals to present at the next meeting. The Commission will plan on voting at the December 16th meeting.

Vice Chair Bardin asked if the Commissioners would like Paul Ingman to present the history and vision of the Urban Neighborhood Proposal. She believes that it would help to clarify the issue.

**9. ADJOURNMENT**

The meeting was adjourned at 9:45 p.m.

## Amy Buckler

---

**From:** Jim Lazar <jim@jimlazar.com>  
**Sent:** Monday, October 21, 2013 3:52 PM  
**To:** Amy Buckler  
**Subject:** Comment on Tonight's Meeting

Please accept this written comment on tonight's public hearing agenda.

I have two concerns. One is process, the other is substance.

**Process:** The staff proposed language change was not posted on the Planning Commission agenda, for the public to review before this meeting. I request that you continue the hearing to your next meeting, to allow time for the public posting of the proposed change, so that the public can adequately review the proposal.

**Substance:** I received a copy of what I understand to be the staff proposal at 3:30 PM on the afternoon of the hearing. It appears to impose limitations to 35' maximum building height if the lot is "*within 100 feet of a lot with a single family home*". 4th Avenue and State Avenue are covered with single-family homes, nearly all being used as Professional Offices. But they are still "single family homes." Even a property in the center of the corridor, between the north side of 4th and the south side of State, is "within 100 feet of a lot with a single family home." It appears to me that the Staff proposal would make it impossible to develop the High Density Corridors in the intended manner: to a high level of density. This would set back our efforts to improve transportation options in Olympia.

Sincerely,

Jim Lazar

--  
Jim Lazar, Consulting Economist  
Microdesign Northwest  
1063 Capitol Way S. #202  
Olympia, WA 98501  
360-786-1822

The saddest aspect of life right now is that science gathers knowledge faster than society gathers wisdom. Isaac Asimov

RECEIVED  
10/21/13

Dear Chairman Parker and Members of the Planning Commission:

I am writing in regard to the changes that you are considering making permanent to the zones within the high density corridor. While I am not as concerned about reducing the amount of space for commercial and professional office space on the high density corridors that will result from reducing the allowable heights, I am concerned about the reduction of space allowed for residential housing. The HDC are one of the zones that increased residential density makes sense for the future because of the easy access to transit. Multi-family housing on the corridor is important to Olympia's future because the largest population groups are young people between the ages of 18 and 30 and baby boomers. The groups are looking for smaller places as the younger group begins living on their own and the older group is downsizing. These groups are most likely not to drive as much or own cars. TRPC's urban corridors study emphasizes this.

I would recommend that for buildings that create at least one floor of housing you consider allowing an extra floor.

Thank you for considering my comments.

Sincerely,

Holly Gadbow

1625 Sylvester Street SW

Olympia, WA 98501



Submitted by  
S. Burboon at  
on 10/21/13 hearing

## The neighborhood around 301 Bing Street

The sole public access for this six story, 70 foot tall apartment would have been on Bing Street NW, a local access street. Much of this would take Jackson Avenue -- another small local access street -- out to Division.



In an apparent effort to get around traffic limitations on Bing and Jackson, the developer's traffic analysis claimed most of the traffic would choose to use the Desco alley as an access instead of Bing Street. Initially CP&D planners and the traffic engineer agreed with the developer's analysis.



## DESIGN COMPARED TO AN UNACCEPTABLE EXAMPLE IN OLYMPIA MUNICIPAL CODE

Illustration in OMC 18.170.110 showing an example of an unacceptable design not meeting code requirements

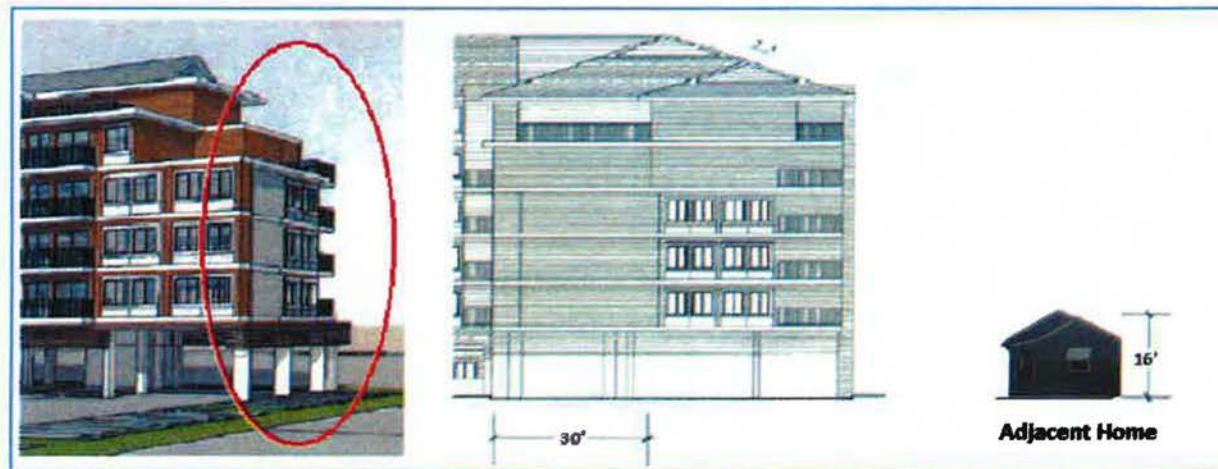


East elevation of the proposed Bing Street Apartments and an adjacent home on the corner of Bing Street and Jackson Avenue, showing the similarity to the example design in OMC 18.170.110 that is deemed “not acceptable”.



## INSUFFICIENT WALL PLANE MODULATION AND DIVISION INTO BUILDING SEGMENTS

- REQUIREMENT: "Minimize any appearance of scale differences between project building(s) and existing neighborhood buildings by stepping the height of the building mass, and dividing large building facades into smaller segments."  
(OMC18.170.110)
- Guidelines intend dividing the building facade into "house-size building segments."



## ARCHITECTURAL FEATURES OF HOMES ON SAME STREET ARE NOT REFLECTED

- REQUIREMENT: "Reflect the architectural character of the neighborhood (within 300' on the same street) through use of related building elements." (OMC18.170.110)
- Guidelines intend similar roof forms and pitch, similar window patterns and proportions, and similar façade materials
  - Major lines of Bing Street Apartments are horizontal and vertical -- not the diagonal pitch of roofs.
  - Wall areas are dominated by rows of balconies and windows.
  - Roofs of adjacent homes on the corner of Bing and Jackson have steeper slopes.



Supplemental information for testimony on proposed 301 Bing St. Apts. Olympia City Council, July 24, 2012.

William M. Crabtree, Jr.  
P.O. Box 12895  
Olympia, WA 98508-2895



October 26, 2013

Todd Stamm  
Principal Planner  
City of Olympia  
P.O. Box 1967  
Olympia, WA 9857-1967

Dear Todd,

In response to your letters dated October 11, 2013 and October 23, 2013, I am interested in commenting on the proposed *Residential Transitional Zoning* proposal. I will not be able to attend the hearing November 4<sup>th</sup> so I am sending you this letter. . . . Aside from the concerns expressed by home owners near High Density Zones (I am one of those home owners), I believe the larger question is how do we integrate more (affordable) housing in our neighborhoods? For me, an accessory dwelling ordinance without the current 'owner-occupant' restrictions would be a giant step in forward in providing access to those who otherwise could not afford to live in our neighborhoods. Simply put, most of our neighborhoods have alleys. Allow an apartment to be built above the garage(s) facing the alley, cause it to match (roof pitch and siding) the house at the front of the lot so the neighborhood retains its architectural integrity, and assess fees that are 'reasonable' reflecting the less-intense use of the apartment. I recognize that the neighborhood associations are not keen about liberalizing the ADU ordinance but aren't we, as a community, about fairness, acceptance, and quality neighborhoods? Thank you for allowing me to comment.

Sincerely,



Bill Crabtree

November 3, 2013

To Whom It May Concern:

I am thankful for the opportunity to address the subject of the Zoning Code Amendment for Residential Buffering (File 13-0118). I was out of town and did not receive the first notice within the designated comment period. I was quite troubled to discover that the first notification, although dated the 11<sup>th</sup> of October, was not posted until the 12<sup>th</sup>. If I understand correctly, the standard notification period for public comment is ten days, already a short notification period- a travesty to have it shortened by even one day.

I strongly urge the Planning Commission to adopt the Zoning Code Amendment for Residential Buffering in its clearest possible form. I believe it should become a standard part of the City's zoning and not only apply to the High Density Corridor zones (HDC-1,2,3 or 4) but should apply to similar situations in the City's General Commercial (GC) and Professional Office- Multifamily (PORM) zones.

In my view, as a member of a small group of Westside residents who spent countless hours researching the Bing Street Apartment project and engaging with the Community Planning & Development staff, it was not easy to be heard. We sought simply to have our voices heard- voices that addressed issues in the Olympia Municipal Code, the Comprehensive Plan and the EDDS. I feel when residents spoke of the Olympia Comprehensive Plan, I heard from CP&D staff: it is of no consequence; I feel that when residents spoke of community concerns, I heard from CP&D staff: the zoning codes permit this project; I feel that when residents spoke of safety concerns, I heard from CP&D staff: we aren't responsible for safety.

In my view it is imperative that the community have strong, clearly defined codes and regulations upon which to rest their concerns. Zoning codes, if my memory is accurate, were written to protect the community; this amendment protects the quality and integrity of existing communities- the small neighborhoods that are the fabric of the city of Olympia. In my opinion, there is no need, as Mr. Stamm suggested in his October 11<sup>th</sup> letter, to 'slow down'. What we do need are more safeguards in place to aid the neighborhoods of Olympia. This amendment, applying to both High Density Corridor zones and General Commercial and Professional Office zones, accomplishes that and is a positive step forward.

Thank you for your consideration of this most important matter.

Susan Burgoon

2616 Bush Ave. NW

## Todd Stamm

---

**From:** djlaf115@comcast.net  
**Sent:** Sunday, November 03, 2013 10:23 PM  
**To:** Todd Stamm  
**Subject:** Height Changes - NO

Mr Todd Stamm and Planning Commision

Please do not allow height restrains on our properties. I believe the city has tried for years to keep service in the city with increase growth staying local. If the city of Olympia allows these kind of restrains, there asking business to locate outside of Olympia. (That decision decreases land value, opportunity, and affects the tax value). With population growth continuing and available space decreasing we shouldn't limit height and increase building costs by allowing unnecessary requirements.

I would gladly attend a public hearing, but my job requires me to work out of town, and again will not be available to attend.

Thanks  
Dan LaFreniere  
3500 Stoll Road S.E.  
Olympia, Wa 98501  
(360)412-0266

## Todd Stamm

---

**From:** Holly Gadbaw <hollygadgaw@comcast.net>  
**Sent:** Monday, November 04, 2013 4:58 PM  
**To:** Todd Stamm  
**Subject:** Urban Corridors Amendment

Dear Chairman Parker and Members of the Planning Commission,  
I appreciate you extending the chance to comment on the amendment to the urban corridors. Having a chance to think about it more, I urge you not to adopt this amendment at this time. I believe that allowing for mixed use buildings of six stories on these corridors is Olympia's best chance of providing affordable housing for younger people just getting into the housing market, some without children. Studies have shown that this group of young adults between the ages 18 and 30 are not driving as much some even not pursuing obtaining a driver's license. The same goes for empty nesters and seniors who want to drive less or not at all and want to use public transportation or live in a walkable neighborhood. Many are ready to give up their single family houses, and want to stay in their neighborhoods, but cannot find smaller places that provide easy access to public transportation or are walkable. Adopting this amendment would wipe out many opportunities to achieve these goals.

Further, if Olympia truly cares about reducing the pressure for the conversion of rural and agricultural lands to suburban sprawl and homes that leave no choice but to drive, adopting this amendment, further exacerbates this pressure.

I recommend that you review Thurston Regional Planning's excellent report, "Revitalizing Urban Transit Corridors", and reports by John Owen and Greg Easton, "Creating Walkable Neighborhood Business Districts" and "Protecting Existing Neighborhoods from the Impact of New Development".

During the upcoming comprehensive planning process, you will have the opportunity to gather some data on Olympia's ability to accommodate growth and meet its transportation and land use goals and evaluate then whether the current regulations need amending. I hope that good design can mitigate lowering the heights and reducing densities.

Sincerely,  
Holly Gadgaw  
1625 Sylvester Street SW  
Olympia, WA 98501



Public Hearing

WRITTEN TESTIMONY

You may use this form to provide written testimony to the City Council on any issue of City business.

If at a City Council meeting, complete this form and turn it in to the meeting Clerk.

If you wish to return this form by postal mail, the Council's address is:

Olympia City Council
PO Box 1967
Olympia WA 98507-1967

11/26/13

Your completed form will be copied to all Olympia City Councilmembers. Thank you for your comments.

PLEASE WRITE OR PRINT CLEARLY

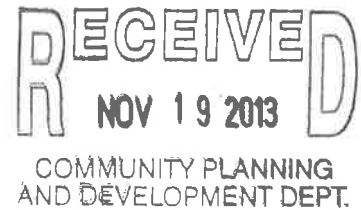
Name: Timothy Kelly
Residence Address (optional): 5813 Swayze Dr NE
City, State, Zip: Oly WA 98516
Phone Number (optional): 360 491 5641
Email (optional):
Subject: High Density Corridor

[X] FOR making ordinance / buildy floor setbacks permanent [ ] AGAINST

Comments: I own a house at 2325 Jackson St. NW on Oly 15 west side. Last year we faced a challenge when a 40' apartment building was proposed for the high density corridor. In the end it was not permitted to go forward; it had a number of problems (traffic impact, water, others.) But the building, as designed would have risen monolithically about 100' behind my house. The requirement for setbacks on each 3rd floor is one way to mitigate the worst effects of building in the high density corridor. I would support making the recent changes in design demands permanent.

Tim Kelly

November 19, 2013



Dear Mayo Buxbaum and Members of the Olympia City Council,

I am writing in regard to the changes that you are considering making permanent to the zones within the high density corridor. While I am not as concerned about reducing the amount of space for commercial and professional office space on the high density corridors that will result from reducing the allowable heights, I am concerned about the reduction of space allowed for residential housing. The HDC are one of the zones that increased residential density makes sense for the future because of the easy access to transit. Multi-family housing on the corridor is important to Olympia's future because the largest population groups are young people between the ages of 18 and 30 and baby boomers. These age groups are looking for smaller places as the younger group begins living on their own and the older group is downsizing. These groups are most likely not to drive as much or own cars. TRPC's urban corridors study emphasizes this. Higher densities on the corridors is key to making transit work better and reducing single occupancy auto trips and air pollution caused by these vehicles.

Further, if Olympia is going to keep its commitment to making Thurston County a more sustainable place, then higher density development on the corridors is the city's greatest contribution to reducing pressure on development of rural and agricultural lands.

In 2001 when the council added to the allowable heights along Columbia Street and various properties in the downtown and along the corridors (pre-isthmus controversy), the council was told that to incorporate underground parking at least five stories was necessary to make it feasible. At only three stories, at this proposal recommends, any redevelopment on the corridors would need surface parking lots and would detract from your goal to have a walkable, well designed community. I think the concerns about these buildings can be met with better design standards and getting some professional design assistance for corridor projects to make sure these buildings meet neighborhood concerns and the city's goals.

Thank you for considering my comments.

Sincerely,

Holly Gadbow  
1625 Sylvester Street SW  
Olympia, WA 98501

Cc: Todd Stamm  
Jerry Parker

November 25 2013



Mayor Buxbaum and Councilmembers:

I am appreciative for the opportunity to express my thoughts on the Zoning Code Amendment For Residential Buffering.

I strongly urge the City Council to adopt the Zoning Code Amendment For Residential Buffering in its clearest possible form. I believe it should become a standard part of the City's zoning and not only apply to the High Density Corridor Zones (HDC-1,2,3 or 4) but should apply to similar situations in the City's General Commercial (GM) and Professional Office- Multifamily (PORM) Zones.

The discovery that I carry forward from my involvement in the Bing Street Apartment project is that codes are present to protect and safeguard the integrity and viability of the existing community. The standards detailed in Olympia Municipal Code (OMC) 18.04.060: Residential districts' use standards, Section FF: High Density Corridor Transition Area, clearly exhibit awareness of this importance. In Chapter 18.04.020 of the OMC: Residential Districts: Purposes, Section A extensively outlines the general purposes of the residential districts contained in the chapter. One definition, "To ensure the compatibility of dissimilar adjoining land uses" (A.8), strikes me as most relevant to the discussion concerning residential buffering. It underscores the importance of the transition area to existing neighborhoods.

One facet of my interaction with the City of Olympia Community & Planning Development staff that remains most clearly in my mind is that voices of concern seem to be defined as voices of

dissent. I would like to assert the possibility that when dissenting voices arise they might indeed speak of the vision that runs as a vital current within the community; they might indeed be voices that have the dedication and perseverance to state boldly and persistently the thoughts that others will only guardedly whisper.

As a citizen active in the community for the first time, I stumbled upon an extraordinary learning: law supports community. In other words, zoning codes and regulations serve to shepherd a society in a well-considered manner through inevitable transition. The Amendment For Residential Buffering is simply an informed response to present circumstances, an action that responds with sound intention to interweave the new with the old.

Thank you for your consideration.

Susan Burgoon  
2616 Bush Ave. NW

# City of Olympia

## City Council

City Hall  
601 4th Avenue E.  
Olympia, WA 98501  
360-753-8447

### Public Hearing - Proposed Amendment of 2013 Community Development Block Grant (CDBG) Action Plan to Redirect Use of \$25,650 for the Downtown Ambassador Program

Agenda Date: 2/4/2014

Agenda Number: 5.A

File Number: 14-0100

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File Type: public hearing

Version: 1

Status: Public Hearing

#### ..Title

Public Hearing - Proposed Amendment of 2013 Community Development Block Grant (CDBG) Action Plan to Redirect Use of \$25,650 for the Downtown Ambassador Program

#### ..Recommended Action

##### General Government Committee Recommendation:

Amend the 2013 CDBG Action Plan to Redirect Use of \$25,650 for the Downtown Ambassador Program

##### City Manager Recommendation:

Hold a public hearing to consider amendment of the 2013 CDBG Action Plan to Redirect Use of \$25,650 for the Downtown Ambassador Program.

*[Note: Public comment ends 5:00 p.m., February 14, 2014. Council action is tentatively scheduled for February 25.]*

#### ..Report

##### Issue:

Should the City amend its PY2013 CDBG Action Plan to shift \$25,650 from Isthmus Park Project to Downtown Ambassador program?

##### Staff Contact:

Leonard Bauer, Deputy Director, Community Planning and Development Department, 360.753.8206

##### Presenter(s):

Leonard Bauer, Deputy Director, Community Planning and Development Department

##### Background and Analysis:

The Community Development Block Grant (CDBG) is a program of the U.S. Department of Housing and Urban Development. There are two basic sources of Community Development Block Grant funds.

**Annual Entitlement Grants:** The City receives CDBG funds as an entitlement grant from the Department of Housing and Urban Development (HUD). The funds must be used in accordance with detailed regulations to benefit low- and

**Agenda Date: 2/4/2014**

**Agenda Number: 5.A**

**File Number: 14-0100**

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moderate-income households or aid in the elimination of slum or blighted conditions. The CDBG grant in PY2013 is \$357,000.

**Program Income:** In previous years, housing rehabilitation funding was distributed by the City in the form of loans. These are repaid to the City according to the loan terms and reused for other housing projects that benefit low- and moderate-income households. These funds are called "Program Income". During PY2013 the City anticipates receiving approximately \$300,000 in program income.

Olympia's adopted CDBG Action Plan allocates approximately \$1.02 million towards a variety of projects for PY2013. This \$1.02 million allocation is predicated on all additional program income being utilized for the Isthmus Park project, up to \$450,000. The proposed CDBG Action Plan amendment is attached. It would divert \$25,650 of the program income currently allocated to the Isthmus Park to fund one position of the Downtown Ambassador Program for the period March 1, 2014 through August 31, 2014. Downtown Ambassadors provide services on behalf of all members of the downtown community and collaborate daily with social service agencies to refer services to those in need on the street, and they provide conflict and dispute resolution services and engage in problem solving with local service agencies, City of Olympia, Olympia Police Department and other interested parties in order to address quality of life and place-making issues within the service areas. The project will serve a predominantly low- to moderate-income population within the downtown area. A timeline chart and Downtown Ambassador/Clean Team position descriptions are included in the attachments. The City Council can consider extending CDBG funding for the position in the PY2014 CDBG Action Plan, which it will consider for adoption in late spring or early summer 2014. The City Council could also consider "re-funding" \$25,650 to the Isthmus Park project in the PY2014 CDBG Action Plan.

This public hearing is part of a 30-day public comment period January 14 - February 13, 2014. The city council will deliberate on the proposed CDBG Action Plan amendment after the public comment period. Information on how to submit written comments during that period is available at:

<http://olympiawa.gov/city-services/housing-social-service.aspx>

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

The CDBG program is a city-wide program created to help low to moderate income residents. Downtown Olympia is within a low to moderate income census block group.

**Options:**

Hold a public hearing to consider amendment of the 2013 CDBG Action Plan to Redirect Use of \$25,650 for the Downtown Ambassador Program. Continue to accept public comment through February 13, 2014.

**Agenda Date: 2/4/2014**  
**Agenda Number: 5.A**  
**File Number: 14-0100**

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**Financial Impact:**

Re-direct use of \$25,650 CDBG program income.



Amend page 104 of Action Plan as follows:

## Olympia CDBG Action Plan

*(Excerpt from CDBG Action Plan)*

The City of Olympia will direct CDBG funds to projects and programs benefiting those with low to moderate incomes. Projects benefiting geographical areas will be located in designated low- to moderate-income areas. Many of the pocket areas of racial/ethnic minority concentration are located in Olympia’s identified low- to moderate-income areas.

Table 25. Olympia CDBG Projects, 2013

Recipient	Project/ Activity	Outcomes	Strategic Goal(s) Met	HUD CDBG Objective(s) Met	Proposed 2013 Award
Panza	Quixote Village	Cottage Housing for up to 30 formerly homeless people	Homeless continuum of care	Benefit to low- and moderate-income persons	\$55,000
Community Youth Services	Rosie’s Drop-In Young Adult Center	45 youth drop-in center clients daily; 10 shelter beds providing 3,650 bed nights annually	Public facilities and infrastructure / Homeless continuum of care	Benefit to low- and moderate-income persons	\$144,000
Family Support Center	Smith Building Family Shelter and Affordable Housing Project	6 homeless families accommodated; 7 formerly homeless families housed, 60 total people assisted	Public facilities and infrastructure / Homeless continuum of care / Affordable housing	Benefit to low- and moderate-income persons	\$158,000
Panza	Quixote Village Social Services	Social services for up to 30 formerly homeless people	Homeless continuum of care	Benefit to low- and moderate-income persons	\$40,500
Community Youth Services	Transitional Housing for Youth	55 youth housed in 15 housing units annually	Homeless continuum of care	Benefit to low- and moderate-income persons	\$10,000
Out of the Woods	Family Shelter	Shelter for up to 48 family members providing 2,190 bed nights annually	Homeless continuum of care	Benefit to low- and moderate-income persons	\$12,000
Together!	Evergreen Villages Youth Program	40 to 50 drop-in youth daily; 60 to 70 drop-in adult clients twice monthly	Homeless continuum of care	Benefit to low- and moderate-income persons	\$13,627
Enterprise for Equity	Microenterprise Training	9 to 12 entrepreneurs trained; 25 to 28 existing businesses assisted	Economic development programs	Benefit to low- and moderate-income persons	\$25,500



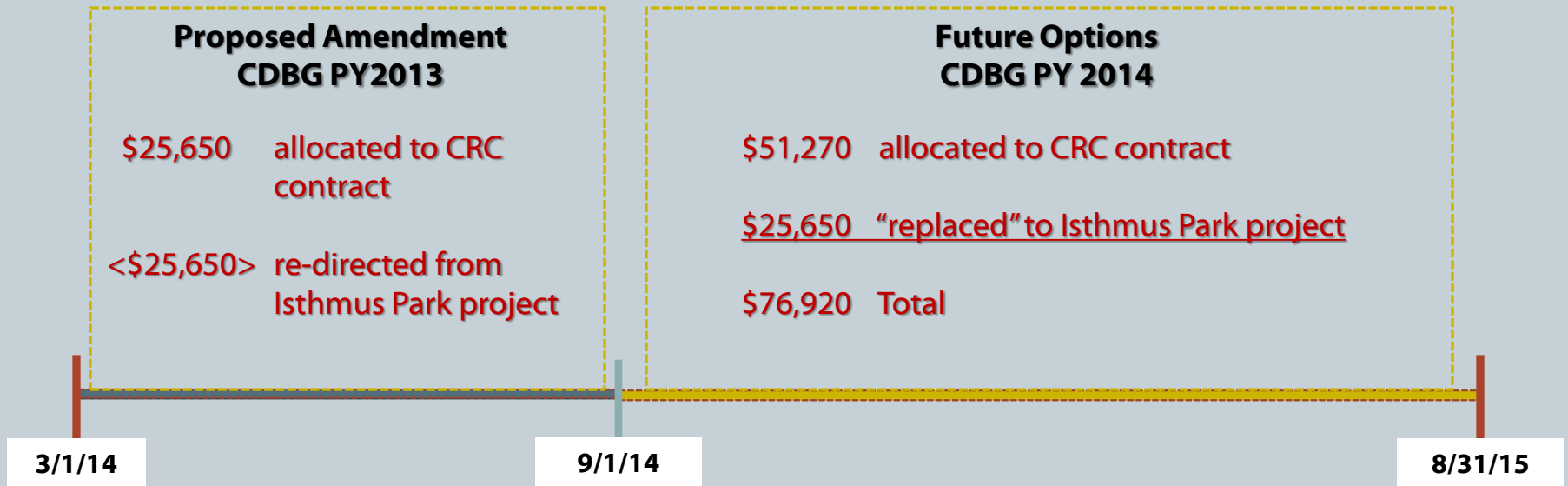
Recipient	Project/ Activity	Outcomes	Strategic Goal(s) Met	HUD CDBG Objective(s) Met	Proposed 2013 Award
City of Olympia	Isthmus Park	Two derelict buildings demolished <i>*Contingency use of any additional program income received</i> <i>**Includes an additional \$48,885 allocated by Olympia Council from new CDBG Funds</i>	Public facilities and infrastructure / Land acquisition	Elimination of slum and blight	\$424,350*
Capital Recovery Center	Downtown Ambassador Program	Hire 1 FTE Downtown Ambassador to provide street outreach, referrals and related services	Homeless continuum of care	Benefit to low- and moderate-income persons	\$25,650
City of Olympia	General administration (20% cap)				\$60,000
City of Olympia	Rehabilitation Projects Delivery Costs				\$50,000
<b>Olympia CDBG Total: \$1,018,627*</b>					

\*Funds for the Isthmus Park project will only be made available upon receipt of additional program income.

# Downtown Ambassador Program Funding PY 2013 -PY 2014



- Capital Recovery Center Ambassador: \$4,272/month





Safe and Welcome | Clean and Comfortable

## Ambassador Job Description

Downtown Ambassadors act as goodwill ambassadors on behalf of all members of the downtown community. They present a positive attitude and customer-service oriented approach. Ambassadors patrol the 18 block-Downtown core. Their primary role is to provide information, referrals to resources, and support to citizens and visitors to the area, as well as to be on call should conflict arise.

### Program Activities

- Attend and participate in meetings as necessary to support all program activities.
- Be knowledgeable of Olympia history, sites of interest, local businesses, recreation activities, current entertainment, social services and other information to assist and direct shoppers, visitors, and others.
- Greet every passerby with a friendly attitude and smile.
- Deliver information to businesses in regards to downtown events, news, parking, and updates on the Ambassador Program.
- Work with City Departments and other organizations to provide expertise and resources for work program activities.
- Collaborate daily with social service agencies to help determine and refer services to those in need on the streets.
- Aid in communications among businesses and organizations with the service area.
- Provide information and directions to Downtown users.
- Conflict and dispute resolution.
- Engage in problem solving with local social service agencies, City of Olympia, Olympia Police Department, and other interested parties in order to address quality of life and place-making issues within the service area.
- Other duties as assigned.



Safe and Welcome | Clean and Comfortable

## Clean Team Job Description

The Clean Team seeks to improve the atmosphere in Downtown Olympia by focusing their energy on making daily improvements to the cleanliness of the core, and by bringing positivity and a solutions-based approach to their daily work.

### Duties

- Report to Team Lead
  - Services/work orders
  - Stakeholder communication
  - Scheduling
  - Personnel matters
- Adhere to all CRC policies and procedures
- Arrive to work on time; take breaks/lunches as scheduled
- Communicate any schedule deviations to via established procedure
- Conduct daily litter patrol throughout entire zone
- Collect program data as directed by Program Manager
- Complete work orders in a timely manner
  - Maintain a work order schedule
  - Communicate to stakeholders about the status of their ticket
- Monitor sidewalks and storefronts daily for graffiti, posters, stickers, and any other issue requiring Clean Team attention, and submit work orders accordingly

### Responsibilities

- Represent the program in a friendly and positive manner. This may include occasionally providing simple directions and assistance to Downtown shoppers, visitors, and employees
- Develop and continually improve data tracking system in order to refine Clean Team work plan
- Enhance and improve the general atmosphere of Downtown, including increasing communication and engagement with stakeholders
- Develop and maintain relationships with stakeholders
- Assist with other duties as assigned by Team Lead and/or Program Manager

# City of Olympia

City Hall  
601 4th Avenue E.  
Olympia, WA 98501  
360-753-8447

## City Council

### Neighborhood Pathways Program Review

**Agenda Date: 2/4/2014**

**Agenda Number: 6.A**

**File Number: 13-1074**

---

**File Type:** decision

**Version:** 1

**Status:** Other Business

**..Title**

Neighborhood Pathways Program Review

**..Recommended Action**

**Committee Recommendation:**

Bicycle and Pedestrian Advisory Committee recommends changes to the Neighborhood Pathways Program listed in Attachment #1.

**City Manager Recommendation:**

As recommended by the Bicycle and Pedestrian Advisory Committee, move to accept recommended changes to the Neighborhood Pathways Program listed in Attachment #1.

**..Report**

**Issue:**

Whether to accept recommended changes to the Neighborhood Pathways Program. These changes would be implemented in 2014, the second year of the program.

**Staff Contact:**

Sophie Stimson, Senior Planner, Public Works Transportation, 360.753.8497

**Presenter(s):**

Sophie Stimson, Senior Planner, Public Works Transportation

**Background and Analysis:**

A neighborhood pathway is an off-street connection for bicyclists and pedestrians that shortens trip lengths and provides inviting route alternatives. Pathways connect streets to parks, trails, schools and other streets where no motor vehicle connection exists.

The City's Neighborhood Pathways Program was started in 2013 as a result of a City Council initiative to improve neighborhood walkability. Council specified that instead of working from a list of prioritized projects, the program should address improvements that neighborhoods believe are important. In addition, the City would provide a variety of options to implement the improvements. Projects could be entirely grant funded and completed by residents, entirely City constructed, or a collaboration between the City and a neighborhood.

2013 Project Selection

**Agenda Date: 2/4/2014**

**Agenda Number: 6.A**

**File Number: 13-1074**

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The Council specified that Bicycle and Pedestrian Advisory Committee (BPAC) be closely involved in shaping and implementing this program. The BPAC kicked off the program with a call for projects in September 2012. BPAC created a two-stage application process. The preliminary application is simple and focuses on the value of the pathway to the neighborhood, and how the pathway can be improved. From the pool of preliminary applications, full proposals are requested. Full proposals ask for a detailed description of the improvements and the amount of funds requested. The attached Status of Projects describes the status of the 2013 pathways projects.

### Program Changes

This program represents an innovative approach to working with residents in making improvements to their neighborhood. Because this program is new and unique, the City and neighborhoods found many ways to improve the program.

Staff and BPAC gathered feedback and observations about the program, including:

- Proposals from more neighborhoods would be ideal;
- Criteria would help determine which projects would compete well;
- BPAC's extensive role in the program was questioned;
- Obtaining insurance is a new responsibility for neighborhood groups;
- There was disappointment when a project wasn't approved, because the project was out of scale for the amount of funding in this program;
- Projects in environmentally sensitive areas were not approved;
- Project estimating is difficult for neighborhood groups; and
- Communication between the City, applicants, residents and contractors is important.

In the fall, staff and BPAC outlined changes to the program based on this feedback. In early January, staff shared the changes with the Coalition of Neighborhood Associations (CNA). The attached Proposed Program Changes is a detailed review of the program steps and proposed changes.

### Some of the major changes proposed include:

- Seek the CNA's help to promote the program to more neighborhoods. Six neighborhood groups applied in 2013.
- To save time, at the preliminary application stage, staff will provide BPAC a recommendation on which projects to advance to the full proposal stage, based on research of property ownership, environmental considerations, and the complexity of the projects.
- To simplify the full proposal stage, staff, instead of the applicant, will develop cost estimates for the project instead of the applicant.

**Agenda Date: 2/4/2014**

**Agenda Number: 6.A**

**File Number: 13-1074**

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The proposed timeline for 2014

Because the application process requires extensive review by staff and the BPAC, the application process will occur one year, and those projects will be constructed the next year. In 2014, the application process will determine projects for construction in 2015, and the 2013 projects will be constructed. See the attached Proposed 2014 Timeline.

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

BPAC, project applicants, and the CNA reviewed and commented on the proposed changes to the Neighborhood Pathways Program. The attached Proposed Program Changes reflects the major process changes brought forward by these groups.

**Options:**

1. Accept recommended changes to the Neighborhood Pathways Program. The lessons learned from the first year will make the program even more successful.
2. Propose different changes to the Neighborhood Pathways Program. Direct staff to modify implementation of the program based upon Council's guidance.

**Financial Impact:**

Funding for the program comes from the Parks and Recreational Facilities Funding Measure revenues. The program is funded in the 2014 *Capital Facilities Plan* at \$125,000 per year.

**Neighborhood Pathways Program  
Proposed Program Changes**

Step	Continue To Do	Change To Program
Call for Projects	<ul style="list-style-type: none"> <li>• Use of web, press release, etc.</li> <li>• Email Neighborhood Associations</li> <li>• Open House</li> <li>• Describe two-step application process</li> </ul>	<ul style="list-style-type: none"> <li>• Solicit CNA help to seek applications from more neighborhoods</li> <li>• Describe scope of program: simple projects</li> <li>• Explain size of budget, limits on grant funds</li> <li>• Share evaluation considerations (see below)</li> </ul>
Preliminary Application	<ul style="list-style-type: none"> <li>• Keep simple</li> <li>• Focus on value</li> <li>• Explain pathways improvement concept</li> </ul>	
BPAC review of Preliminary Applications	<p>Evaluation considerations (additions in italics):</p> <ul style="list-style-type: none"> <li>• Recreational value</li> <li>• Does parallel alternate route exist</li> <li>• Benefits both bikes and pedestrians</li> <li>• Serves destinations</li> <li>• Even geographic distribution of projects</li> <li>• Ease of maintenance</li> <li>• Preliminary property ownership info</li> <li>• <i>Appropriate scope for scale of program and budget</i></li> <li>• <i>Environmental considerations</i></li> </ul>	<ul style="list-style-type: none"> <li>• Staff reviews projects against evaluation considerations and shares with BPAC</li> <li>• Invite applicants to BPAC review</li> <li>• Staff provides recommendation on projects to move forward to full proposal stage (no more than 8)</li> </ul>
Requests for Full Proposal	<ul style="list-style-type: none"> <li>• Notify applicants about full proposals</li> <li>• Explain to those not selected why not selected</li> </ul>	<p>Provide an overview of the neighborhood's potential roles and responsibilities related to:</p> <ul style="list-style-type: none"> <li>• Working with volunteers</li> <li>• Liability insurance</li> <li>• Communicating with residents (still a proposal, not funded yet)</li> </ul>
Full Proposal Application	<ul style="list-style-type: none"> <li>• Detailed description of improvements, including materials and public information</li> <li>• Requested funds</li> <li>• Gauge adjacent resident and neighborhood support for project; allow comments to be submitted with application</li> </ul>	<p>Staff estimates construction costs</p>
BPAC review of Full Proposals	<p>BPAC considers staff recommendation and develops recommendation based on:</p> <ul style="list-style-type: none"> <li>• Budget</li> <li>• Distribution of projects throughout City</li> <li>• Constructability</li> <li>• Neighborhood, adjacent resident support</li> </ul>	<p>Invite applicants to BPAC review</p>



<b>Step</b>	<b>Continue To Do</b>	<b>Change To Program</b>
Council approval	Approve BPAC and staff recommendations for projects to pursue	Council may decide to drop this step
Project Award	<ul style="list-style-type: none"> <li>• Conduct formal property survey</li> <li>• Applicant and staff work closely to finalize design</li> </ul>	<ul style="list-style-type: none"> <li>• Clarify City decision-making role: engineering, compliance with regulations, appropriate use of right-of-way</li> <li>• Clarify neighborhood decision-making role: preferred design, amenities, landscaping, contractor selection if needed</li> </ul>
Agreement	City and Neighborhood Association (applicant) sign agreement defining roles and responsibilities	

## **Neighborhood Pathways Program Status of Projects**

- The Puget Street, NE, pathway connects Miller Avenue to Jasper Avenue. The project is on hold until the spring, while the neighborhood refines project details with nearby residents. Trees within the right-of-way were trimmed and dead trees removed. An adjacent property owner cleared blackberries in the area.
- The Woodard Avenue, NW, pathway connects Rogers Street to West Bay Drive. The project has been designed, stormwater improvements have been built, and a contractor has been hired by the neighborhood. The project is on hold over the winter to prevent erosion.
- The Scammell Avenue, NW, pathway connects Milroy Street to Cushing Street. The project requires a pedestrian easement, which staff is pursuing.
- The 16<sup>th</sup> Avenue, SE, pathway connects the 16<sup>th</sup> Avenue area to the Olympia Woodland Trail. The alignment of the pathway is being explored and will continue to be discussed with the neighborhood.

**Neighborhood Pathways Program  
Proposed 2014 Timeline**

Late February	Call for projects
May 1	Preliminary applications due
June 25	Bicycle and Pedestrian Advisory Committee (BPAC) reviews preliminary applications and considers staff's recommendation
July 1	Request full proposals
August 30	Applicants submit full proposals
September/October	Staff develops cost estimates on full proposals
October 22	BPAC considers staff's recommendation and decide which projects to fund
November	Council approves projects for funding