



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, January 3, 2017

7:00 PM

Room 207

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

- 2.A** [17-0027](#) Special Recognition: Introduction of the City of Olympia's Poet Laureate

3. PUBLIC COMMUNICATION

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

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

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

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

- 4.A** [17-0005](#) Approval of December 14, 2016 City Council Meeting Minutes

Attachments: [Minutes](#)

- 4.B** [17-0021](#) Approval of Regional Legislative Agenda

Attachments: [Olympian Article - December 25, 2016](#)

- 4.C** [17-0001](#) Approval of a Sanitary Sewer Pump Station Easement from Providence

Health & Services

Attachments: [Sanitary Pump Station Easement](#)
[Vicinity Map](#)

- 4.D [17-0002](#) Approval of the Contract Between the City of Olympia and LeMay for Recycle Transload and Hauling Services
Attachments: [Agreement](#)
- 4.E [17-0008](#) Approval of Amendment to the City Manager's Employment Contract
Attachments: [Contract Amendment](#)

4. SECOND READINGS

- 4.F [16-1209](#) Approval of Ordinance Amending Wastewater Regulations for Septic Systems
Attachments: [Ordinance](#)
- 4.G [16-1356](#) Approval of Zoning Code Amendments Related to Accessory Drive-Through Lanes in the Briggs Village commercial area
Attachments: [Ordinance](#)
[Drive-Through Context Examples](#)
[Drive-Through Location Options](#)
[Letter of Support](#)

4. FIRST READINGS - None**5. PUBLIC HEARING - None****6. OTHER BUSINESS**

- 6.A [16-1119](#) Approval of Ordinance approving a Street Vacation Petition for a Portion of Hillside Drive SE
Attachments: [Ordinance](#)
[Petition and Exhibits A-E](#)
[Review with Staff Comment](#)
[Vicinity Map](#)
- 6.B [17-0013](#) Downtown Public Restroom Update
Attachments: [DES Draft Heritage Park Restrooms Discussion Paper](#)
[Artesian Commons Restroom Cost Matrix](#)
- 6.C [16-1271](#) Quasi-Judicial Decision on Ordinance on Cushing Street Rezone
Attachments: [Ordinance](#)
[Hearing Examiner Recommendation](#)

[Rezone Decision Criteria](#)

[Audio of Public Hearing - October 10, 2016](#)

7. CONTINUED PUBLIC COMMUNICATION

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

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

8.B CITY MANAGER'S REPORT AND REFERRALS

9. ADJOURNMENT

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



City Council

Special Recognition: Introduction of the City of Olympia's Poet Laureate

Agenda Date: 1/3/2017
Agenda Item Number: 2.A
File Number: 17-0027

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

Title

Special Recognition: Introduction of the City of Olympia's Poet Laureate

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Meet Olympia's new Poet Laureate Amy Solomon-Minarchi and receive a poem.

Report

Issue:

Whether to meet Olympia's new Poet Laureate Amy Solomon-Minarchi and receive a poem.

Staff Contact:

Stephanie Johnson, Arts Program Manager, Parks, Arts & Recreations, 360.709.2678.

Presenter(s):

Stephanie Johnson, Arts Program Manager, Parks, Arts & Recreations
Amy Solomon-Minarchi, Olympia Poet Laureate

Background and Analysis:

City Council recently approved a Poet Laureate program for the City and approved an inaugural poet to serve as Poet Laureate for the next two years.

Attachments:

None



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

City Council

Approval of December 14, 2016 City Council Meeting Minutes

Agenda Date: 1/3/2017
Agenda Item Number: 4.A
File Number: 17-0005

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

Title

Approval of December 14, 2016 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, December 13, 2016

7:00 PM

Council Chambers

1. ROLL CALL

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

1.A ANNOUNCEMENTS

Mayor Selby reviewed the rules of conduct for Council Chambers.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [16-1385](#) Special Recognition - Honoring Thurston County Commissioner Sandra Romero

Mayor Selby introduced the special recognition of County Commissioner Sandra Romero. City Manager Steve Hall discussed her career of service to the City, County and State.

Councilmembers thanked Commissioner Romero for her service.

The recognition was received.

2.B [16-1386](#) Special Recognition - Honoring Thurston County Commissioner Cathy Wolfe

The recognition was postponed.

2.C [16-1384](#) Approval of a Resolution Declaring Olympia a Sanctuary City

Mayor Selby introduced the Resolution declaring Olympia a Sanctuary City and thanked Councilmember Bateman for her work. Councilmember Bateman read a statement regarding the Resolution. Councilmembers took turns reading parts of the Resolution.

The resolution was adopted.

3. PUBLIC COMMUNICATION

The following people spoke: Martha Liska, David Cherniske, Caitlin Krenn, Kathleen O'Shaunessy, Ann Fischel, Jeff Thomas, Deborah Vinsel, Ari Tutko, CC Coates, Mary Hath Spokane, Karma Reynoldson, Stephanie Powell.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

4. CONSENT CALENDAR

- 4.A [16-1382](#) Approval of December 6, 2016 Study Session Meeting Minutes

The minutes were adopted.

- 4.B [16-1381](#) Approval of December 6, 2016 City Council Meeting Minutes

The minutes were adopted.

- 4.C [16-1021](#) Approval of Antenna Lease Amendments with T-Mobile West, LLC

The contract was adopted.

- 4.D [16-1360](#) Approval of Special Valuation for 1701 4th Avenue E

The decision was adopted.

4. SECOND READINGS

- 4.E [16-1093](#) Approval of Ordinance to Reduce the Speed Limit from 35 MPH to 25 MPH on Capital Boulevard from Olympia City Limits South of Carlyon Avenue North to the I-5 Overpass

The ordinance was approved on second reading.

- 4.F [16-1155](#) Approval of Ordinance Amending Olympia Municipal Code to Increase Land Use Review Fees

The ordinance was approved on second reading.

- 4.G [16-1234](#) Approval of Ordinance Amending School Impact Fees

The ordinance was approved on second reading.

- 4.H [16-1243](#) Approval of Ordinance Amending Transportation Impact Fees

The ordinance was approved on second reading.

- 4.I [16-1258](#) Approval of Ordinance Adopting the 2017 Utility Rates and General

Facilities Charges

The ordinance was approved on second reading.

- 4.J [16-1275](#) Approval of Ordinance Amending Animals Services OMC 6.04.040 and Allowing Authorization to Set Fees through Interlocal Agreement or Resolution

The ordinance was approved on second reading.

- 4.K [16-1286](#) Approval of Ordinance Adopting 2017 Park Impact Fee Rate Adjustment

The ordinance was approved on second reading.

- 4.L [16-1313](#) Approval of Ordinance Change to Remove Obsolete Urban Trails Plan Language

The ordinance was approved on second reading.

- 4.M [16-1317](#) Approval of Ordinance Adopting the 2017 - 2022 Capital Facilities Plan (CFP) and Appropriating Funds for 2017

The ordinance was approved on second reading.

- 4.N [16-1325](#) Approval of Ordinance Appropriating 2017 Special Funds

The ordinance was approved on second reading.

- 4.O [16-1316](#) Approval of Ordinance Adopting the 2017 Operating Budget

The ordinance was approved on second reading.

4. FIRST READINGS

- 4.P [16-1209](#) Approval of Ordinance Amending Wastewater Regulations for Septic Systems

The ordinance was approved on first reading and moved to second reading to the City Council due back on 1/3/2017

- 4.Q [16-1356](#) Approval of Zoning Code Amendments Related to Accessory Drive-Through Lanes in the Briggs Village commercial area

The ordinance was approved on first reading and moved to second reading to the City Council due back on 1/3/2017

Approval of the Consent Agenda

Mayor Selby moved, seconded by Councilmember Hankins, to adopt the

Consent Calendar. The motion carried by the following vote:

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

5. PUBLIC HEARING - None**6. OTHER BUSINESS****6.A [16-1378](#) Approval of Olympia 2017 Legislative Agenda**

Assistant City Manager Jay Burney discussed the City's proposed Legislative Agenda for 2017. The four priorities are 1. Housing/Homelessness, 2. US 101/West Olympia Access, 3. Sea Level Rise, and 4. Capital Lake/Deschutes Environmental Impact Statement Process Funding.

Mr. Burney also discussed regional priorities developed with Lacey, Tumwater, Thurston County, Port of Olympia, Economic Development Council, Thurston Regional Planning Council, and Thurston County Chamber of Commerce. The regional priorities are 1. Capital Lake/Deschutes Environmental Impact Statement Process Funding, Tumwater Craft Brewing and Distillery District and an I-5 Corridor Study.

Councilmembers asked clarifying questions.

Councilmember Cooper asked to add Comprehensive Tax Reform to the legislative priorities. Mayor Selby asked the topic be added to the list of other items of importance, but not as the top four. She also noted the General Government Committee will be digging into the issue during the first quarter of 2017.

Mayor Pro Tem Jones abstained from voting on item number 4.

The decision was approved as amended.

Aye: 6 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Cooper, Councilmember Hankins and Councilmember Roe

Nay: 1 - Councilmember Gilman

6.B [16-1370](#) 2016 Year-End Highlights

The information was postponed.

7. CONTINUED PUBLIC COMMUNICATION

The following people spoke: Bob Ziegler, Boudicca Walsh, Jeffery McNeil and Ken Birch.

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

Councilmembers reported on meetings and events attended.

8.B CITY MANAGER'S REPORT AND REFERRALS

City Manager Steve Hall asked the Council to share their preferences regarding intergovernmental assignments by January 3. He also thanked the Council for their hard work during the year.

9. ADJOURNMENT

The meeting adjourned at 8:41p.m.



City Council

Approval of Regional Legislative Agenda

Agenda Date: 1/3/2017
Agenda Item Number: 4.B
File Number: 17-0021

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

Title

Approval of Regional Legislative Agenda

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Support the Regional Legislative Agenda

Report

Issue:

In addition to the City of Olympia's 2017 State Legislative agenda, which was adopted by the City Council on December 13, 2016, several regional public and private partners have identified a set of regional projects that they believe have area-wide benefits. The question for the City Council is whether to support these regional projects.

Staff Contact:

Steve Hall, City Manager, 360-753-8447

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The City of Olympia and several other public and private groups in the area work each legislative session to influence State legislation and funding decisions that support their missions and members.

In the late fall, representatives from several of these groups discussed whether or not there were any region-wide projects or initiatives that could be supported on a broader level. The criteria included projects that benefited multiple jurisdictions or groups and were achievable in the upcoming session. Groups involved in the discussion included South Puget Sound Community College, the Cities of Lacey, Olympia, and Tumwater, The Port of Olympia, The Economic Development Council, The Chamber of Commerce, and Thurston Regional Planning Council.

Three projects were suggested for consideration.

1. Lake/Estuary options - A committee of State and Thurston County stakeholders has been meeting for the past years to explore options to help the State make tangible progress on the fate of the lake. The City of Olympia elected officials, and staff has been part of the Policy, Finance and Governance, and Technical Committees helping to shape the issue.

Governor Inslee has included \$5.19 M in his proposed Capital budget to conduct an Environmental Impact Study (EIS), as the next step in the process of deciding lake, estuary or some combination

2. Craft brewing and Distilling District - the request is for \$2M to buy brewing and distilling equipment. The concept is to create an economic and educational hub for brewing and distilling. SPSCC has committed to a long-term lease as part of the project and will focus on creating curriculum and learning for the project.
3. Thurston County I-5 study - will look at long-term mobility needs between Mounts Road and 93rd. The congestion at JBLM is moving down I-5 and jeopardizes mobility and commerce in the area.

All three projects have economic development and/or job creation potential for the South Sound. Each represents a logical next step that is achievable in the near term.

Neighborhood/Community Interests (if known):

Several partner agencies have been involved in the identification of projects.

Options:

1. Support the regional agenda
2. Do not support the regional agenda

Financial Impact:

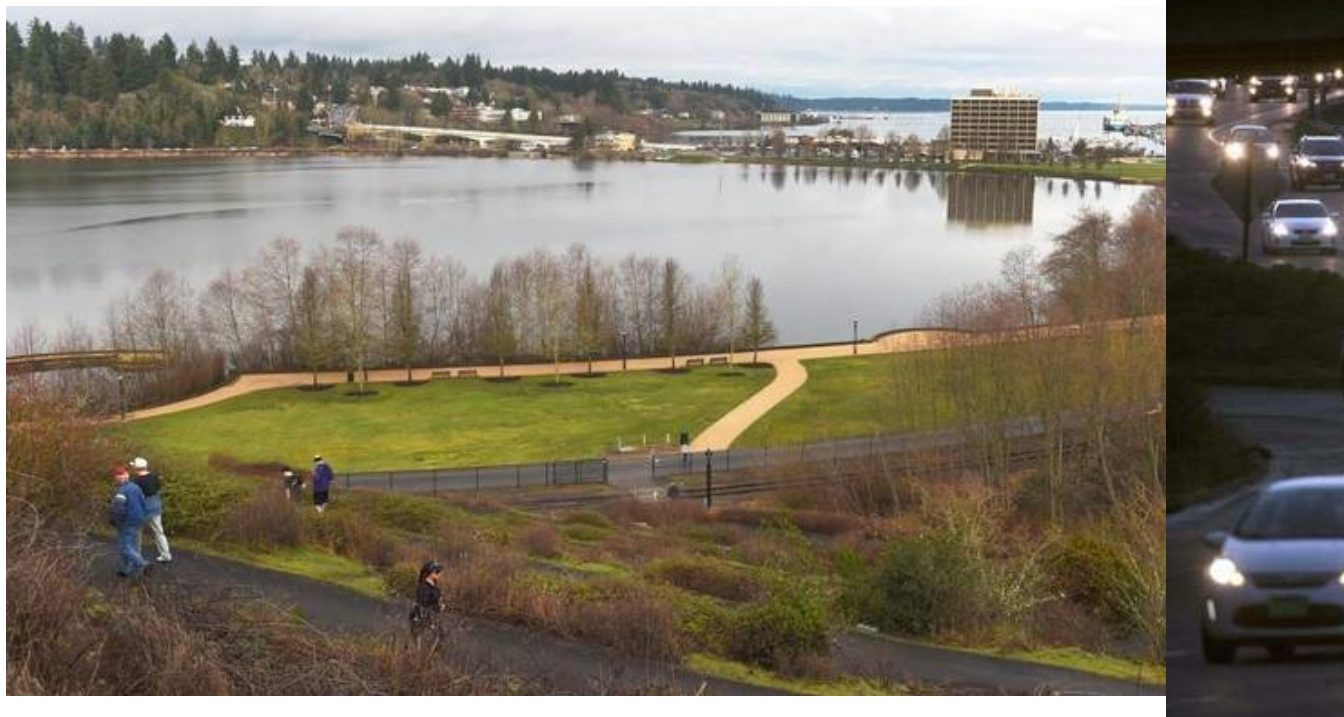
The City's involvement will be mostly staff and perhaps Mayor Selby's time to promote and explain the regional agenda to Legislators and staff. Also, up to \$2,500 is available in the Executive professional services budget to support development of materials and coordination of the effort.

Attachments:

Olympian Article, December 25, 2016

POLITICS & GOVERNMENT DECEMBER 25, 2016 1:45 PM

Topping region's legislative wish list: Lanes, lake and lager



◀ 1 of 3 ▶



BY ANDY HOBBS
ahobbs@theolympian.com

Thurston County cities and economic leaders are backing a set of regional priorities in the 2017 legislative session that focuses on Capitol Lake's future, Interstate 5 traffic and Tumwater's craft brewing/distillery project.

This shared legislative agenda involves Olympia, Lacey and Tumwater along with the Port of Olympia, Thurston Regional Planning Council, Thurston County Economic Development Council and the Thurston Chamber of Commerce.

The three legislative priorities will have a broad appeal and impact on the region in addition to being a significant investment in Thurston County's economic infrastructure, said Doug Mah, a public affairs consultant and former Olympia mayor who was hired by the chamber.

"All three requests are very strategic and incremental," Mah said. "These are measurable things we can do."

Capitol Lake's fate

An environmental impact statement, commonly called an EIS, is likely the next step in the debate over whether Capitol Lake should remain a lake, revert to its natural state as an estuary, or become a combination of both.

The state has included \$5.19 million in Gov. Jay Inslee's 2017-2019 Capital Budget to go toward an EIS. This study is required before any permits can be issued.

Located at the mouth of the Deschutes River, the 260-acre man-made Capitol Lake is filling with sediment and has long generated concerns about pollution, flooding and invasive species such as the New Zealand mud snail.

A committee of state and Thurston County stakeholders has been meeting for the past year in response to directions by the Legislature to "make tangible progress" on a long-term management plan for the lake.

Although a solution to the lake-estuary debate is several years away, the committee is exploring five options: a restored estuary that would create a 500-foot opening at the Fifth Avenue Dam; a managed lake similar to today's scenario; a managed lake with a stream bed that connects Percival Creek with Budd Inlet; a hybrid option that would establish a saltwater estuary on one side of the lake with a reflecting pool on the other side; and a hybrid option with a larger reflecting pool and freshwater input instead of saltwater.

Tumwater project

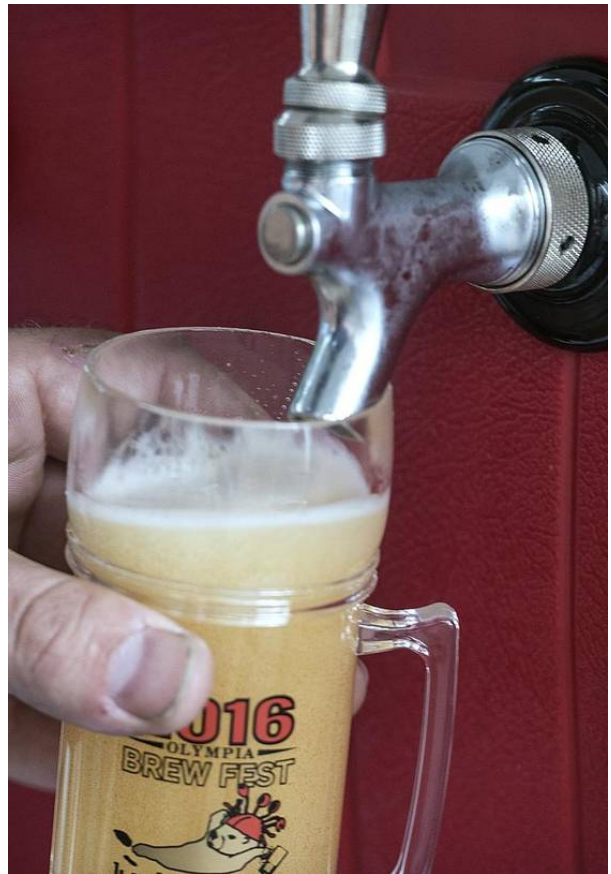
Tumwater is moving forward on a plan to revitalize its long-dormant brewery district by creating a craft brewing and distillery center.

If the grand vision comes to fruition, the center could become an economic and educational hub that capitalizes on Washington's burgeoning craft beer, spirits and cider industry.

The region's 2017 legislative agenda seeks \$2 million in state funding to buy brewing and distilling equipment. South Puget Sound Community College has already committed to a 20-year lease as a partner in the project and is developing an industry-related curriculum, said SPSCC President Timothy Stokes.

Negotiations also are in the works for a private distiller in the Puget Sound region to relocate to Thurston County as part of the project, Stokes said, noting that the company's identity cannot be disclosed until an agreement is reached, expected in early 2017.

According to a 2015 study, Tumwater's craft brewing and distillery proposal could generate up to 662 jobs and more than \$101 million for the local economy.



I-5 traffic in Thurston



The region will lobby for \$5 million to study long-term traffic planning for Interstate 5 between Mounts Road and 93rd Avenue (Exit 116 to Exit 99).

The idea behind this funding request is to prepare that stretch of I-5 for a future lane expansion to accommodate more vehicles.

The state is already targeting congestion on I-5 through Joint Base Lewis-McChord. Nearly \$500 million has been approved by the Legislature to add one lane in each direction on a 7-mile stretch of I-5 between Lakewood and DuPont. Construction could begin as early as March on the southern portion of the project. The overall project will be funded by a 11.9-cent-per-gallon gasoline tax increase that was approved in 2015.

Lacey City Manager Scott Spence said the improvements near JBLM will likely move the congestion south into Thurston County — which means longer commutes and delayed freight shipments through the area. He said a traffic study between Mounts Road and 93rd Avenue is a logical next step for the corridor.

“I-5 is the lifeline of the state of Washington,” Spence said.



City Council

Approval of a Sanitary Sewer Pump Station Easement from Providence Health & Services

Agenda Date: 1/3/2017
Agenda Item Number: 4.C
File Number: 17-0001

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

Title

Approval of a Sanitary Sewer Pump Station Easement from Providence Health & Services

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the easement from Providence Health & Services and authorize the City Manager to execute the necessary document.

Report

Issue:

Whether to approve an easement over property owned by Providence Health & Services to improve the existing sanitary sewer pump station located on Ensign Road, north of Martin Way.

Staff Contact:

Ladd F. Cluff, PLS, City Surveyor, Public Works Engineering, 360.753.8389

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Wastewater pump stations are facilities designed to move wastewater from lower to higher elevations. Pump Stations rely on electricity to operate the pumps. Backup power generators are a critical part of a sewer pump station to ensure that pumps have the power necessary to run, avoiding pump failure and the risk of spills and the associated environmental health impacts.

The Ensign Road sewer pump station is within an easement on private property. The generator at the pump station needs to be upgraded. The upgrade requires the need for additional easement area.

Staff approached Providence Health & Services to discuss acquiring the necessary easement over their property for the pump station upgrade. Providence Health & Services was more than willing to work with staff. The pump station provides service to Providence Health & Services and they

appreciate the critical need of the upgrades. Providence Health & Services agreed to grant the easement for mutual benefit.

Neighborhood/Community Interests (if known):

The pump station upgrade will provide improved reliability for customers and helps minimize the possibility of spills due to power failure.

Options:

1. Approve the Sewer Pump Station Easement with Providence Health & Services and authorize the City Manager to execute the necessary document. This allows the pump station upgrade project to move forward as planned.
2. Do not approve the easement. The pump station will not be upgraded.

Financial Impact:

Providence Health & Services is granting the easement as mutual benefit. There is no cost to the project budget.

Attachments:

Sanitary Pump Station Easement
Vicinity Map

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

Document Title: UTILITY EASEMENT
Grantor(s): Providence Health & Services –Washington d/b/a Providence St.
Peter Hospital
Grantee(s): City of Olympia
Legal Description: 11818120100
Assessor's Tax Parcel Number: Ptn. W2 NE4, SE4 NE4, NW4 NE4 S18,T18N,R1W

UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned Grantor(s), Providence Health & Services –Washington d/b/a Providence St. Peter Hospital, does give and grant to City of Olympia, a municipal corporation, hereinafter called Grantee, an easement for the purpose of construction, repair, maintenance and appurtenant structures of public sanitary sewer pump station, over, under, and across the following described real property situated in the City of Olympia, County of Thurston, State of Washington, legally described as follows:

See attached Exhibits "A" and "B" depicting the "Easement Area" by reference made a part hereof.

Said easement shall include the right of ingress and egress to, upon, and over said land at all times, to construct, maintain, operate, repair, and replace said utility; provided, however, that the City of Olympia shall have the right to utilize such additional width as may be necessary temporarily for the placing of excavated materials thereon and for construction and maintenance operations.

Grantee agrees that, in construction, maintenance, operation, and/or repair on the above-described property, it will, at its own expense and to the extent reasonably practicable, restore the surface of land affected by Grantee's work to the same conditions that existed prior thereto.

Grantor reserves the right to use the Easement Area for any purpose consistent with the rights herein granted, provided, Grantor shall not excavate within or otherwise change the ground surface grade of the Easement Area or construct, or maintain any buildings or structures

within the Easement Area without prior written consent of Grantee.

The rights herein granted shall continue until such time as Grantee terminates such rights by written instrument. Termination shall not be deemed to have occurred by Grantee's failure to install its systems on or within the Easement Area.

GRANTOR:

Granted this 21st day of November, 2016.

JB

K. Andrew Haslam

Authorized Agent, Providence Health & Services – Washington d/b/a/ Providence St. Peter Hospital

OREGON

STATE OF ~~WASHINGTON~~) HW

) ss
County of Multnomah)

On this 21st day of November, 2016, before me personally appeared K. Andrew Haslam, to me known to be the individual described in and who executed the foregoing instrument in and for Providence Health & Services – Washington d/b/a Providence St. Peter Hospital, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

HW

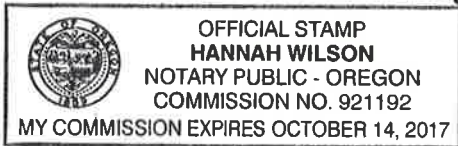
Signature

Print Name: Hannah Wilson

Notary Public in and for the State of

Washington, residing at: Multnomah Co.

My commission expires: 10/14/2017



GRANTEE:

Accepted and Approved:
CITY OF OLYMPIA

Approved as to form:

By: _____
Steven R. Hall, City Manager

Darre Noendke DCA
City Attorney

Date: _____

PROJECT NAME: ENSIGN LIFT STATION
PROJECT NO: 1580Q
OWNER: SISTERS OF PROVIDENCE IN WA.
PARCEL NUMBER: 11818120100
DATE: September 29, 2016

EXHIBIT "A"

EASEMENT DESCRIPTION

An sewer lift station easement over and across a portion of the SW ¼ of the NE ¼ of Section 18, Township 18 North, Range 1 West, Willamette Meridian, said easement described as follows:

COMMENCING at a point on the centerline of Ensign Road which intersects with the West line of the Northeast ¼ of the Northeast ¼ of said Section; said point bearing South 1°53'05" West, 17.77 feet from the Southwest corner of the North half of the South half of the South half of said Northeast ¼ of the Northeast ¼, said point being on a curve concave to the Southeast, having a radius of 357.57 feet, and having a radial bearing of South 12°25'50" East; thence Southwesterly along said centerline of Ensign Road, 127.57 feet along said curve through a central angle of 20°26'31"; thence South 57°07'39" West, 647.20 feet to the beginning of a curve concave to the Southeast, having a radius of 446.32 feet; Thence Southwesterly 333.55 feet along said curve through a central angle of 42°49'10"; thence South 14°18'29" West 189.29 feet ; Thence North 75°41'31" West, 85.50 feet to the Northwest corner of an existing sewer lift station easement described under AFN 9106140144; Thence South 14°18'29" West along the West edge of said easement, 60.00 feet to the **POINT OF BEGINNING**;

Thence continuing South 14°18'29" West, 25.00 feet;

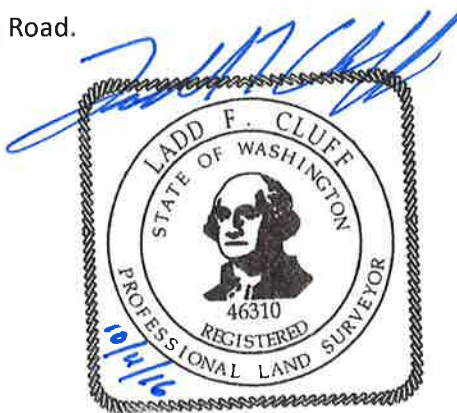
Thence South 75°41'31" East, 85.50 feet;

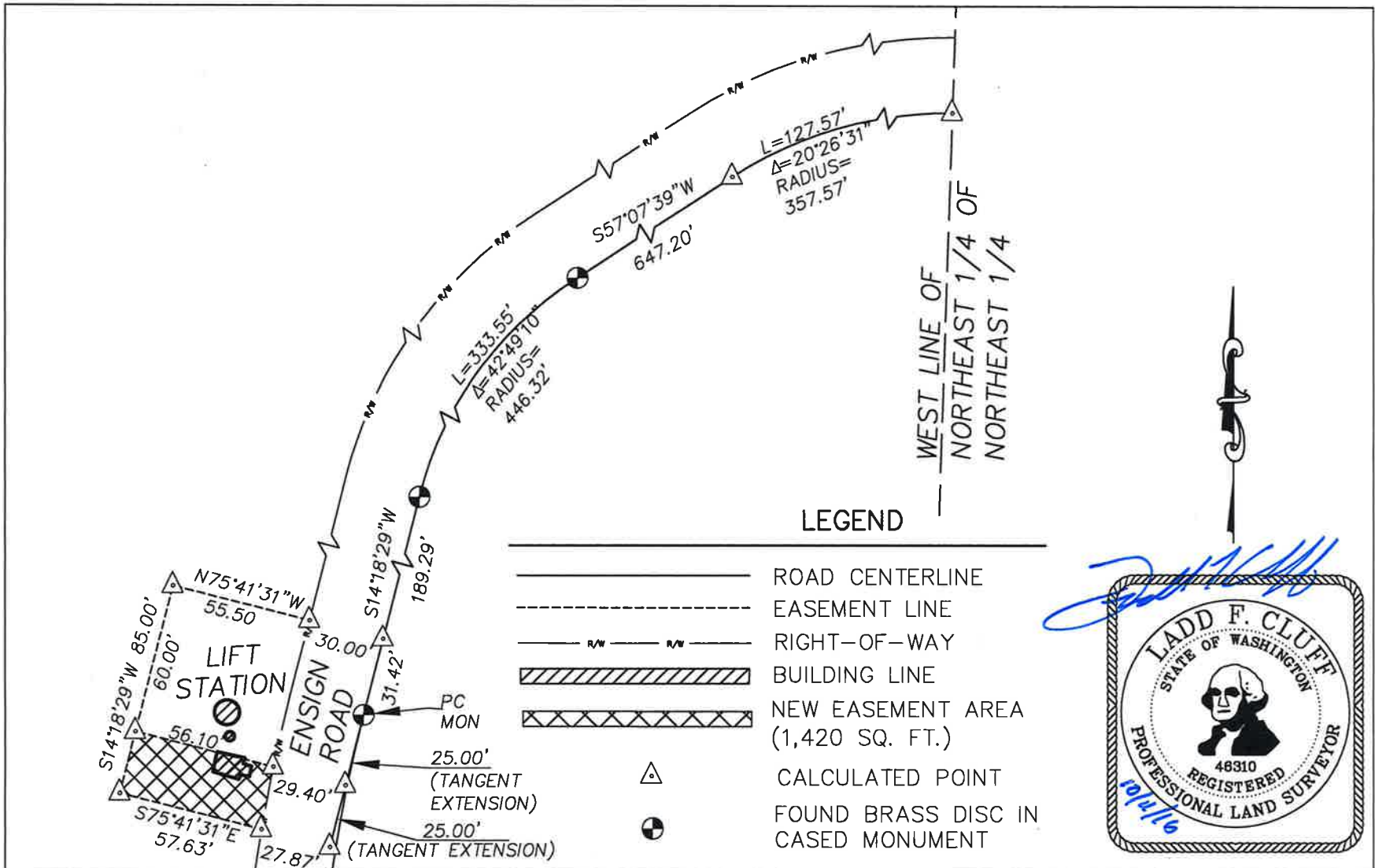
Thence North 14°18'29" East, 25.00 feet;

Thence North 75°41'31" West, 85.50 feet to the **POINT OF BEGINNING**

Excepting therefrom that portion lying within Ensign Road.

Said easement contains 1,420 square feet.





LEGEND

	ROAD CENTERLINE
	EASEMENT LINE
	RIGHT-OF-WAY
	BUILDING LINE
	NEW EASEMENT AREA (1,420 SQ. FT.)
	CALCULATED POINT
	FOUND BRASS DISC IN CASED MONUMENT

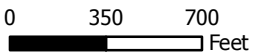
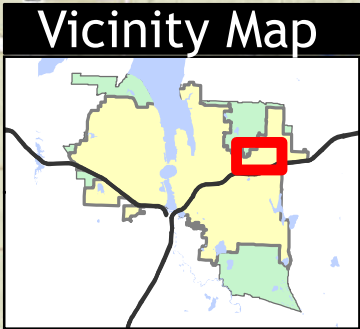
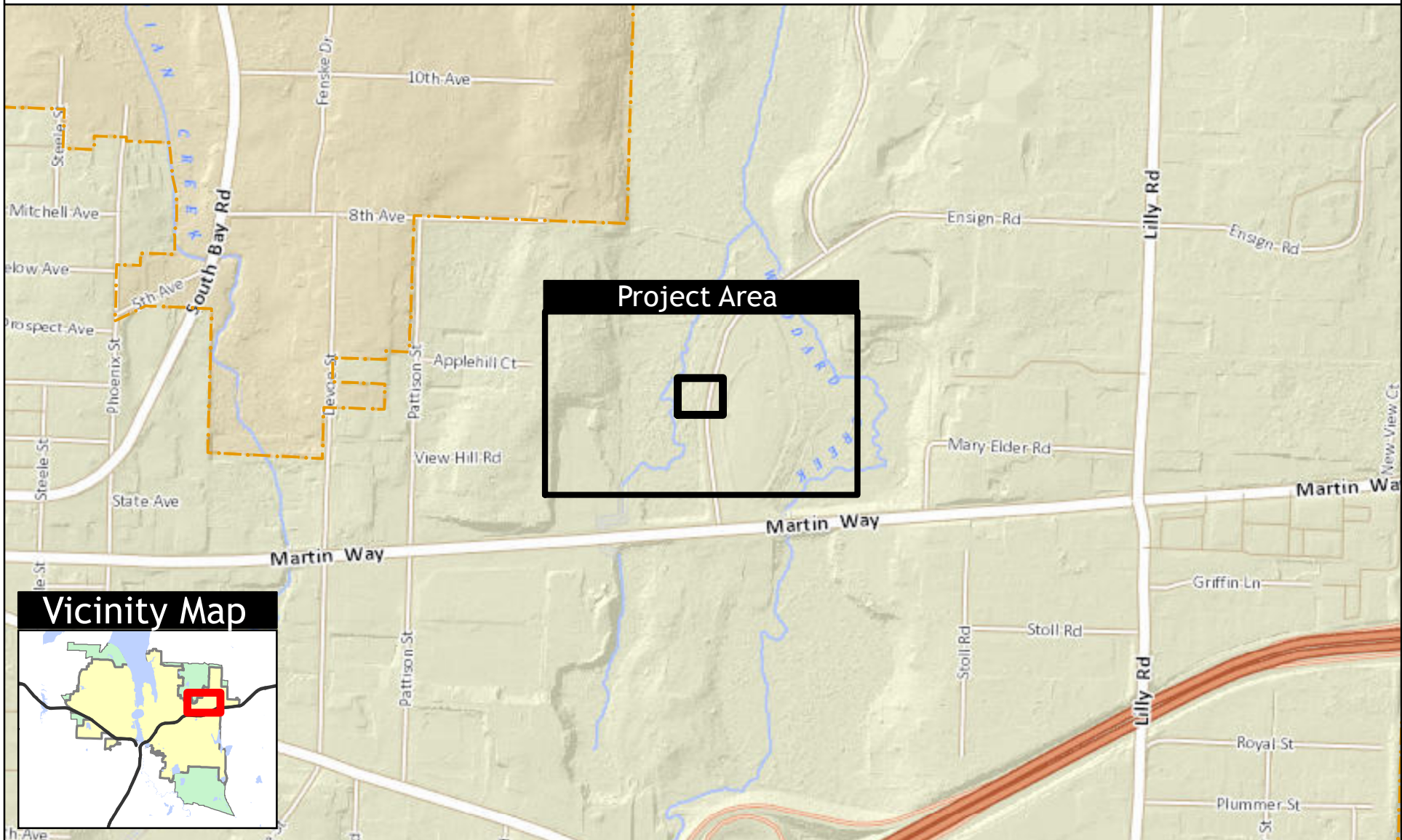


	PROJECT NO.	CITY OF OLYMPIA	DRAWING NAME
DRAWN TCM	1580Q	EXHIBIT "B"	ENSIGN LIFT STA.
QC REVIEW LFC	DATE	ENSIGN ROAD LIFT STATION EASEMENT	SHEET 1 OF 1
SCALE N.T.S.	SEPTEMBER 2016	SECTION 18, T.18N., R.1W., W.M.	



Ensign Road Lift Station

Project # 1580Q



1 inch = 700 feet

Map printed 12/1/2016
 For More Information, please contact:
 Ladd Cluff, City Surveyor

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.





City Council

Approval of the Contract Between the City of Olympia and LeMay for Recycle Transload and Hauling Services

Agenda Date: 1/3/2017
Agenda Item Number: 4.D
File Number: 17-0002

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

Title

Approval of the Contract Between the City of Olympia and LeMay for Recycle Transload and Hauling Services

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve the contract for recycle transload and hauling services between the City of Olympia and LeMay Enterprises, Incorporated, and authorize the City Manager to sign the agreement.

Report

Issue:

Whether to approve the contract for recycle transload and hauling services between the City of Olympia and LeMay Enterprises, Incorporated.

Staff Contact:

Ron Jones, Senior Program Specialist, Public Works, Waste ReSources, 360.753.8509

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Curbside recyclables collected by the City of Olympia need to be sorted and processed at an approved recycle sorting facility. The nearest facilities are located in Pierce County, which is too far for City collection trucks to go on a regular basis. Recycle material must be transferred into long-haul trailers using a specially designed loading dock. LeMay has the only viable facility in Thurston County.

At one time, the City contracted for transload, hauling and processing in a single agreement. That contract expired in 2008 and was not renewed. Since then, Olympia and LeMay have been doing business without a formal contract.

In early 2016, the City of Olympia issued separate Request for Proposals (RFP) for recycle processing and transload/hauling services. LeMay was the only respondent to the transload and hauling services RFP.

The City negotiated the attached Professional Services Agreement with LeMay. The proposed contract is for a five-year term with options to extend for additional periods of time. Under the new contract, the transload and hauling fees will be \$62 per ton. This is a reduction from the previous cost of \$65 per ton. Based on 5,000 tons per year (2015 year-end data), the cost is estimated to be \$310,000 annually. Staff seeks approval of the contract for transload and hauling services. There will be a separate contract with a recycle sorting facility for processing.

Neighborhood/Community Interests (if known):

None known.

Options:

1. Approve the Professional Services Agreement.
 - Establishes clear roles and responsibilities between the City and Contractor.
 - Ensures the City has a way to get its recyclables transported to a sorting facility.
 - A contract will set a defined cost per ton with small annual increases.

2. Do not approve the Professional Services Agreement.
 - Without a contract, the City is subject to potential and unexpected cost increases.
 - The City might be at risk for having no way to get its recyclables to a sorting facility and the City does not have the equipment to haul its own recyclables.

Financial Impact:

Recycle transload and hauling costs are currently funded by customer rates, and included in Waste ReSources' (Fund 403) operating budget.

Attachment:

Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
FOR
RECYCLE TRANSLOAD AND HAULING SERVICES**

This Professional Services Agreement (this "Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties (each a "Party" and collectively, the "Parties") to this Agreement are the City of Olympia, a Washington municipal corporation (the "City"), and Harold LeMay Enterprises, Incorporated, a *Washington* corporation (the "Contractor").

A. The City seeks the professional services of a skilled independent contractor capable of working without direct supervision, in the capacity of recycle material transload and hauling (logistics); and

B. The Contractor has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

Contractor shall provide the services more specifically described in Exhibit "A," attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative. The materials to be transloaded and/or hauled by the Contractor pursuant to this Agreement consist of non-hazardous commingled recyclables (the "Recyclables"); provided, however, that the term Recyclables specifically excludes any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). The City agrees not to deposit in the City's or the Contractor's equipment or place for collection by the Contractor any Excluded Waste. Title to and liability for any Excluded Waste shall remain with City and shall never transfer to the Contractor. The City shall use commercially reasonable efforts to inspect waste at the place(s) of collection and shall remove any and all Excluded Waste. the Contractor has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its facility including if the Contractor believes the City has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such waste load is unacceptable. The Contractor shall have the right to inspect all vehicles and containers of waste haulers, including the City's vehicles, in order to determine whether the waste is Recyclables or Excluded Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. The Contractor's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the City of its responsibilities or liability under this Agreement. The City shall be responsible for,

PROFESSIONAL SERVICES AGREEMENT/*Harold LeMay Enterprises Incorporated* - Page 1

and bear all reasonable expenses and damages incurred by the Contractor, as a result of Excluded Waste and in the reloading and removal of Excluded Waste disposed in the facility. The Contractor, may also, in its sole discretion, require the City to promptly remove the Excluded Waste.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue for a period of five (5) years ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

3. Default / Termination.

If during the term of this Agreement either Party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining Party has given written notice of such breach to the breaching Party and the breaching Party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining Party may terminate this Agreement by giving the breaching Party written notice of such termination.

4. Compensation.

A. Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed Thirty-one and No/100 Dollars (\$31.00) per ton for transload, and Thirty-one and No/100 Dollars (\$31.00) per ton for hauling the City's commingled recyclables to a recycle processor located in the greater Tacoma area.

- i. These fees shall be in effect for the first two years of the contract.
- ii. Starting the third year, the fixed processing costs shall adjust annually at the rate of one hundred percent (100%) of the actual percentage change in the Consumer Price Index for the most recent twelve (12) month period for which such index is available. The Consumer Price Index or "CPI" means the Consumer Price Index for All Urban Consumers, Seattle-Tacoma-Bremerton, WA, All Items, 1982-84=100, as prepared by the United States Department of Labor, Bureau of Labor Statistics ("BLS"), or its successor. If BLS designates an index with a new title or code number or table number as being the continuation of the index cited above, the new index will be used. Otherwise, the parties shall agree upon a new index.

B. Reporting and Invoicing Requirements. The Contractor shall provide to the City each month, invoices and reports in an electronic format specified by the City. The Contractor

shall not receive its monthly compensation until all items required in reports and invoices are submitted to the City. At a minimum, the invoices and reports shall include:

- i. Detailed weights of each load of City recyclables delivered to the facility, to include gross, tare and payload, date, time and truck number; and
- ii. Detailed weights of each load of City recyclables the Contractor delivers to the processing facility, to include gross, tare and payload, date, time and trailer number; and
- iii. A summary of total tons of recyclables received from the City and delivered to the recycle processor.

C. If glass is removed from the City's recycling stream, the City and Contractor may mutually agree to renegotiate pricing and fees.

D. In consideration of the increased cost to haul beyond the greater Tacoma area, should the need arise, the fee to deliver recyclables to the: (i) Seattle area shall increase by Twenty-five and No/100 dollars (\$25.00) per ton, and (ii) Portland area by Fifty-one and No/100 dollars (\$51.00) per ton.

E. Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, a voucher or invoice is submitted in the form specified by the City, attached hereto in Exhibit B, and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, thirty (30) days after receipt of such voucher or invoice. The Contractor may impose and the City agrees to pay a late fee of Twenty-Five and 00/100 Dollars (\$25.00) for all past due payments, and interest on all past due payments at the rate of one and one-half percent (1½%) per month, provided that no such late fee or interest charge shall exceed the maximum rate allowed therefor by applicable law.

F. Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Compliance with Laws.

Each Party shall comply with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

6. Assurances.

The Contractor affirms that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

7. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Contractor is an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor may be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City.

8. Equal Opportunity Employer.

A. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, there shall be no unlawful discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

B. In the event of Contractor's noncompliance or refusal to comply with the above nondiscrimination plan, this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the City. The Contractor, shall, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Contractor must complete and return the *Statement of Compliance with Non-Discrimination* attached as Exhibit C. If the contract amount is \$50,000 or more, the Contractor shall execute the attached Equal Benefits Declaration - Exhibit D.

9. Confidentiality.

To the extent allowable under applicable law, each Party agrees not to disclose any information and/or documentation obtained by it in connection with this Agreement that has been expressly declared confidential by the other Party. Breach of confidentiality by a Party will be grounds for immediate termination by the non-breaching Party.

10. Indemnification/Insurance.

A. Indemnification / Hold Harmless. Contractor shall defend, indemnify and hold the City, its officers, officials, and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Contractor in performance of this Agreement; provided, however, Contractor shall have no obligation to indemnify the above parties to the extent resulting from: (i) the City's breach of any of the term or conditions hereof, (ii) the City's, or the City's officers', officials' or employees' violation of any applicable law, rule, regulation, order, ordinance, permit, or license, or (iii) the negligence or willful misconduct of the City, or the City's officers, officials or employees.

The provisions of this section shall survive the expiration or termination of this Agreement.

B. Insurance. The Contractor shall procure and maintain for the duration of the Agreement insurance of the types and in the amounts provided for below against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

C. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance covering liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

E. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

F. Other Insurance Provisions. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City, to the extent of the Contractor's indemnification obligations herein. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

I. Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation, within ten (10) business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

12. Treatment of Assets.

A. Title to all property furnished by the City shall remain in the name of the City.

B. Any equipment furnished hereunder by the Contractor shall remain the property of the Contractor; however, the City acknowledges that it has care, custody and control of the equipment while at the City's location and accepts responsibility for all loss or damage to the equipment (except

for normal wear and tear or for loss or damage resulting from the Contractor's handling of the equipment) and for its contents.

C. The Contractor shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence or willful misconduct of the Contractor.

D. Upon the happening of loss or destruction of, or damage to, any City property, the Contractor shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

E. The Contractor shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Contract unless otherwise mutually agreed upon by the parties.

13. Books and Records.

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct costs related to the performance of the Services. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement; provided, however, neither the City, its authorized representatives, the State Auditor, nor any other governmental official shall be entitled to inspect, audit, or review any of the Contractor's confidential, proprietary, or privileged information, as determined in the reasonable discretion of the Contractor.

Records owned, used, or retained by the City that meet the definition of a "public record" pursuant to RCW 42.56.010 are subject to disclosure under Washington's Public Records Act.

14. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

15. General Provisions.

A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

D. Assignment. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

- i. If the Contractor desires to assign this Contract or subcontract any of its work hereunder, the Contractor shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.
- ii. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Contract.
- iii. Any technical/professional service subcontract not listed in this Contract, which is to be charged to the Contract, must have prior written approval by the City.
- iv. The City reserves the right to inspect any assignment or subcontract document.

E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.

G. No Waiver. Failure or delay of a Party to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of a Party to declare one breach or default does not act as a waiver of such Party's right to declare another breach or default.

H. Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

I. Authority. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

J. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

K. Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement.

M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

N. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

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

P. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

- i. By signing the agreement below, the Contractor certifies to the best of its knowledge and belief, that it and its principles:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and
- d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

Q. Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, neither party shall be liable to the other for any failure or delay in performance of any obligation under this Agreement due to the occurrence of an event constituting force majeure and any such failure or delay shall not constitute an event of default (as hereinafter defined) hereunder. An event constituting force majeure means any act, event or condition, which is beyond the reasonable control of the parties adversely affected thereby, that has had, or may reasonably be expected to have, a material adverse effect on the ability of the party adversely affected to perform its obligations under this Agreement, or a material adverse effect on the transload facility or the processing facility, or the ownership, possession or operation of the transload facility or the processing facility, as the case may be. Such events shall include, but not be limited to: an act of God, act of terrorism or of the public enemy, fire, explosion, flood, war, strike, sabotage, blizzard, change in law or condemnation. The party experiencing an event constituting force majeure shall promptly notify the other party of such event and its estimated duration and impact or obligations under this Agreement. Whenever such event of force majeure shall occur, the party claiming to be adversely affected thereby shall use commercially reasonable efforts to eliminate the cause therefore in a timely manner, and resume performance under this Agreement. The other party may make adjustments to its operation until the affected party can resume performance under this Agreement. In the event that an event of Force Majeure continues unabated for a period of sixty (60) days and renders either party unable, wholly or in part, to carry out any material part of its obligations under this Agreement, then either party shall have the right to terminate this Agreement and shall not have any liability to the other as a result of such event of Force Majeure or such termination.

R. This Agreement provides the City with a license to enter the Contractor's facility for the limited purpose of, and only to the extent necessary for, off-loading Recyclable at the facility in the manner directed by the Contractor. After off-loading the Recyclables, the City's personnel shall promptly leave the facility. Under no circumstances shall the City or its personnel engage in any scavenging of waste or other materials at the Contractor's facility. The Contractor reserves the right to make and enforce reasonable rules and regulations concerning the operation of its facility, the conduct of the drivers and others on the facility premises, quantities and sources of waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the facility including, but not limited to, speed limits on haul roads imposed by the Contractor, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the facility premises. The City agrees to conform to such rules and regulations as they may be established and amended from time to time. The Contractor may refuse to accept Recyclables from and shall deny an entrance license to, any of the City's personnel or agents whom the Contractor believes is under the influence of alcohol or other chemical substances. The City shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of the Contractor. The City may, upon request and approval of Contractor, occasionally be present at the tipping wall for to inspecting its recycling loads for the purpose of ongoing recycling QAQC, driver training, and customer education. The City's route supervisor, Waste ReSources Director and program staff may document recycling loads using photographs or video with approval of Contractor. City staff will gain prior approval and check in at the office with each visit. City staff will focus solely on City recycling materials and vehicles and not the surroundings or Contractor's facility or equipment.

EXECUTED as of the day and year first written above.

CITY OF OLYMPIA

By: _____

Steve Hall, City Manager

P.O. Box 1967

Olympia WA 98507-1967

Date of Signature: _____

APPROVED AS TO FORM:

Darren Niegabe DCA

City Attorney

I certify that I am authorized to execute this contract on behalf of the Contractor.

HAROLD LEMAY ENTERPRISES, INCORPORATED

By: 

Dan Schooler, Division Vice President
2910 Hogum Bay Road, NE
Lacey, WA 98516
(253) 655-0291

Date of Signature: 11/28/16

Exhibit A
SCOPE OF SERVICES

I. **Primary Recycle Transload Facility.**

The Contractor's primary transload facility for City of Olympia recyclable material is located at 2910 Hogum Bay Road NE, Lacey, Washington. The Contractor shall maintain all licenses and permits, and comply with all local, state and federal regulations necessary to operate a recycle transfer facility.

II. **Contingency.**

In the event of a temporary shutdown to transload and hauling, due to labor dispute, natural disaster, fire, or other disruption, the contractor shall have a contingency plan that avoids or minimizes any disruption to the City's recycling collection program.

III. **Receiving, Transload and Hauling (Logistics).**

Contractor shall receive, weigh, transload, and transport the City's commingled recyclables delivered to the Contractor's site.

The Primary destination for the Contractor to deliver City Recyclables shall be Pioneer Recycling Services, LLC, (PRS) located at 4109 192nd Street, Tacoma, Washington. Should PRS be unable to accept the City's material for any reason, the Contractor shall work with PRS and the City to arrange transportation to a backup processor. Additional fees will apply for loads requiring transport beyond the greater Tacoma area.

To ensure material quality, the Contractor shall manage the City's recyclables in a manner that minimizes exposure to inclement weather during transload operations. The City's commingled recyclables shall not be blended with the Contractor's, or other entity's material for transport to a recycle processor. City material shall be transported using the Contractor's dedicated trailers, and in a manner that maximizes efficiency.

If the City removes glass from its commingled recyclable stream, the City and Contractor can mutually agree to alternate transload and hauling schemes that will improve efficiency and reduce the City's cost. These may include bailing the City's commingled recycling to maximize trailer capacity, thereby reducing the number of trailer loads required to transport the City's recyclable material.

IV. **Scaling and Tipping.**

The Contractor shall provide access to weight scales and vehicle unloading areas between the hours 6:00 a.m. and 5:00 p.m., Monday through Friday, except for Thanksgiving, Christmas and New Year's Day. The Contractor shall weigh and record the inbound "loaded" weight, and use the tare "unloaded" weight to calculate the "payload" of each trailer load of recyclables. Wait times for inbound loads shall be kept to a minimum, with an expected cycle time of less than 15 minutes from time of inbound scaling to outbound scaling.

V. **Operation.**

The protocol for City inbound trucks will be to enter the Contractor's site off 30th Avenue, NE, and be immediately routed to the 70-foot scale for weighing. Upon being signaled to proceed by the weigh master, the truck will proceed to the designated off-loading area specific to each respective load. Commingled material will be off-loaded onto the transloading deck at the southwest corner of the property, unless directed otherwise. City vehicles will obey all facility traffic protocols including, but not limited, to one-way lanes and a speed limit of 15 mph. The Contractor shall give ample notice to the City about changes to the operational protocol. If City vehicles are found to be not following the facility traffic protocols, the Contractor shall notify the City immediately for corrective action.

VI. **Accepted Materials.**

The materials described below define and give examples of which recyclables are accepted by the City and Recycle Processor, and will be delivered to the Contractor for transload and hauling. The City and Contractor recognize that some non-recyclable materials may be present due to residents' accidentally or unknowingly putting the wrong materials in their recycle cart. These non-recyclables are also known as contamination or trash and according to the recycle processor, are less than 5 percent of the total amount by weight.

Mixed Paper: newspaper, junk mail, magazines, catalogues, phone books, paper books, cereal and other dry food storage boxes, frozen food boxes, soda and beer cartons, paper bags, packing paper, egg cartons, old corrugated carton (OCC), pizza boxes with little to no food residue, and other fiber-based materials meeting industry standards and/or accepted by the Contractor. Excluded from recyclable mixed paper are tissue paper, paper towels, butcher paper, and any contaminated or food-soiled paper.

Cardboard: cardboard boxes with the waffle in the middle, also known as old corrugated carton, or OCC.

Cartons: gable top and aseptic cartons such as milk, soy, and soup broths.

Plastics: all plastic jugs #1-7 with a neck smaller than the base ranging in size from pill bottles to large (2 ½ gallon) laundry detergent jugs, plastic dairy tubs and other colored tubs, yogurt cups and containers, plastic buckets, rigid plastic flower pots.

Aluminum and Tin Cans: beverage cans such as soda and beer cans, and tin cans used for food storage.

Pots and Pans: all metal pots and pans.

Glass bottles and jars: bottles and jars with a neck smaller than the base.

Exhibit B
GRADE VALUE, MARKET CREDIT/CHARGE AND MATERIAL COMPOSITION

Grade Value: The material grade value shall be the estimated value the processor receives each month for recyclables, or pays each month for trash, and glass reused for alternative daily cover. The estimated value of each grade shall be calculated using the Contractor's order file at the time of pricing, typically between the 5th and 10th of each month.

Material Composition: The percentage of ResMix yield for glass shall be determined by the Contractor performing random and ongoing sample hand sorts of City recyclables. The results of the glass sampling process shall be combined with the actual annual yield for ResMix receipts by grade from the Contractor's Tacoma facility to develop a corrected total yield for the City of Olympia which will be used in the pricing calculations of City ResMix for the following 12 months. The Contractor shall provide documentation of all random samples, results and calculations to the City for review. Sort percentages for the first year of the contract are shown in the Pricing and Yield Matrix below.

Exhibit C
STATEMENT OF COMPLIANCE WITH
NON-DISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Non-Discrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies and their employees understand and carry out the City's non-discrimination policy. Accordingly, each City contract for services contains language that requires an agency to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Indicate below the methods you will employ to ensure that this policy is communicated to employees and clients.

Harold LeMay Enterprises, Inc. affirms compliance with the City of Olympia's non-discrimination ordinance and contract provision by **two or more of the following actions:**

- Non-discrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
What type, and how often? _____
- Non-discrimination provisions are posted on applications for service.
- Non-discrimination provisions are posted on the agency's web site.
- Non-discrimination provisions are included in human resource materials provided to job applicants and new employees.
- Non-discrimination provisions are shared during meetings.
What type of meeting, and how often? _____
- If, in addition to two of the above methods, you use other methods of providing notice of non-discrimination, please list:

By signing, I acknowledge compliance with the City of Olympia's non-discrimination ordinance.

Failure to implement the measures specified above constitutes a breach of contract

Don LeMay

(Signature)

11/28/16

(Date)

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

(Sole Proprietor Signature) _____
(Date)

Exhibit D
EQUAL BENEFITS COMPLIANCE DECLARATION

Contractors on City contracts estimated to cost \$50,000 or more shall comply with the City of Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors must have policies in place prohibiting such discrimination, prior to contracting with the City.

I declare that the Contractor listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Contractor.

HAROLD LEMAY ENTERPRISES, INC.
Contractor Name


Signature

DAN SCHOOLER
Name (please print)

11/28/16
Date

DIVISION VICE PRESIDENT
Title

Exhibit E
DEFINITIONS

Accepted Material: means the list of recyclables accepted for recycling by the City and its recycle processor.

Commingled: means any combination of mixed recyclables collected together in a bin or cart, and/or delivered to the processor in a commingled or mixed state.

Contamination: describes materials, typically trash and other non-recyclables, found in the recyclable material stream that do not belong.

Contingency: means a backup plan if the transload facility located at 2910 Hogum Bay Road, NE, Lacey, Washington, is unable to accept material, due to labor strike or natural disaster.

Cycle Time: is the elapsed time from scale weigh in to scale weigh out at the recycle processing facility.

Hauling: is the process of moving material from one location (Contractor's site) to another (Recycle Processor's site), also referred to as transportation.

Hauling Fee: is the fee for transporting the City's recyclables from the Contractor's location to the recycle processor.

Logistics: refers to the combined elements of receiving material, weighing trucks, transloading into large volume trailers, and hauling/transportation.

Operation: refers to the operation and operational protocol of the Contractors site.

Payload: is the amount of recyclable material, measured in pounds and tons, which are delivered to the Contractor for processing.

Transload Fee: is the fee charged by the Contractor to receive, weigh and transfer material into a trailer/container for transport to the recycle processor.

Processor: is a company that sorts the recyclable material by commodity type and prepares and ships material to end user markets.

Recyclables/Recycle: refers to materials that can be made into new products and materials. More specifically for this agreement, recyclables mean mixed waste paper, cardboard, newspaper, clean pizza boxes, some poly-coated paper such as frozen food boxes, gable top cartons, aseptic cartons, tin cans, aluminum cans, glass bottles and jars, plastic bottles, jugs, dairy tubs, flower pots, and buckets.

Recycling: means transforming or remanufacturing waste materials into usable or marketable materials for use other than incineration or energy recovery, or other methods of disposal.

Recycle Processing Facility, Processing Facility, or Processor: means the processing facility owned and operated by Pioneer Recycling Services located at 4109 192nd Street E, Tacoma, Washington.

Residuals: means recyclables and non-recyclables too small to be effectively recovered in the recycle sorting process by manual and/or mechanical methods.

ResMix: means commingled recyclables typically collected from residential customers.

Source Separated: refers to recyclable materials that have been collected separately from all other recyclables.

Tare Weight: is the unloaded, or empty weight of a collection truck, or truck and trailer combination, used to transport recyclables to the Contractor.

Transload: is the process of transferring a shipment from one mode of transportation to another. It is most commonly employed when one mode cannot be used for the entire trip.

Transportation: is the process of moving material from one location to another, also referred to as hauling.

Trash: means materials that cannot be recycled because they are either non-recyclable, or recyclable but too small to effectively separate from other materials and must be disposed in a landfill.



City Council

Approval of Amendment to the City Manager's Employment Contract

Agenda Date: 1/3/2017
Agenda Item Number: 4.E
File Number: 17-0008

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

Title

Approval of Amendment to the City Manager's Employment Contract

Recommended Action

City Manager Recommendation:

Move to approve and authorize the Mayor to sign an amendment to the City Manager's Employment Contract granting a salary adjustment increase in the amount of 4%, effective January 1, 2017.

Report

Issue:

Consider granting a 4% Cost of Living Adjustment to the City Manager.

Staff Contact:

Steven R. Hall, City Manager, 753-8447

Presenter(s):

None. Consent calendar item

Background and Analysis:

The City employs the City Manager pursuant to an employment agreement executed originally in 2003. The agreement provides that the City Manager may request adjustments to his annual compensation and a performance bonus.

For 2017, the City Manager is requesting a salary adjustment of 4%. This is the same percentage budgeted for other non-represented employees of the City. On December 13, 2016, the City Council approved, on second reading, a budget ordinance which included funding for a 4% Cost of Living Adjustment for all independent employees. The City Manager is not requesting a performance bonus for 2016.

Options:

1. Approve the Cost of Living Adjustment request of 4%.
2. Modify the amount.
3. Deny the request.

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

Financial Impact:
\$6,503.746

**2016 AMENDMENT TO
OLYMPIA CITY MANAGER EMPLOYMENT AGREEMENT**

THIS AMENDMENT is made and entered into this _____ day of December 2016, by and between the City of Olympia, a Washington municipal corporation ("City"), and Steven R. Hall ("City Manager").

Recitals

1. On September 23, 2003, the City and the City Manager entered into an employment agreement ("the Agreement").
2. Section V, Performance Evaluation and Compensation Review, of the Agreement states that the City Council shall conduct a mid-year and year-end evaluation of the City Manager's performance.
3. Subsection V(B), Compensation Review, of the Agreement states that at the conclusion of the year-end evaluation, the Council may, at its discretion, review and adjust the City Manager's compensation.
4. The City Manager has requested a cost of living adjustment beginning January 1, 2017.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Exhibit B, City Manager Compensation, of the Agreement is hereby amended to read as follows:

EXHIBIT B

CITY MANAGER COMPENSATION

1. Base Salary: ~~\$162,593.90~~ \$169,097.66 per year.
2. Performance Payment. In addition to the City Manager's base salary, the City Manager may receive, at the discretion of the City Council, an additional annual lump sum performance payment if he achieves the performance goals and separately adopted performance criteria set according to Section V.A above. The City Council may determine, in its sole discretion, what percentage (if any) of the performance payment will be made to the City Manager and such payment will be made in February of the following year. If the City Manager leaves employment with the City for any reason other than termination for "just cause" as defined in Section VI.B.1 herein, the City Manager will be eligible to receive a prorated performance award calculated on the percentage of goals achieved and the number of months of participation. Any performance payment made under this paragraph is a one-time addition to the City Manager's base salary, and shall not become part of the base salary

3. Sick Leave: 12 days per year, consistent with the City's administrative guidelines governing use of sick leave.

4. Vacation: Vacation shall accrue at the same rate as for other unrepresented employees with the same tenure, with the option for the City Manager to cash out up to 5 days per year on the condition that the City Manager has used at least 10 days of vacation in the year in which cash out is requested. The City Manager may accrue no more than 480 hours of unused vacation at any time.

5. Holidays: 11 days per year, according to the holiday schedule adopted by the City for other unrepresented City employees.

6. Medical, dental and vision insurance: The City shall pay the costs of medical, dental and vision insurance for the City Manager and his dependents, at the same rates available to other unrepresented City employees.

7. Long-term disability insurance. The City shall pay the costs of long-term disability insurance for the City Manager, consistent with the rates and terms of long-term disability insurance available to other unrepresented City employees.

8. Life insurance. The City shall pay the cost of premiums for term life insurance for the City Manager, with a value of the City Manager's then-applicable annual base salary, contingent upon a successful medical exam if required by the insurance company.

9. Retirement benefits. The City shall contribute on the City Manager's behalf to the Public Employees Retirement System and Social Security at the same rate the City contributes on behalf of other unrepresented City employees.

10. Deferred Compensation. On behalf of the City Manager, the City shall contribute three percent (3%) of the City Manager's monthly base salary into the City Manager's ICMA Deferred Compensation Account. In addition, the City shall also match on a monthly basis the City Manager's own contributions into his ICMA Deferred Compensation Account, in an amount up to 3% of the City Manager's base salary.

11. Bicycle allowance. Up to \$250 per calendar year for the actual cost of equipment, maintenance, clothing, and/or accessories for bicycle commuting

2. All remaining provisions of the *Olympia City Manager Employment Agreement* dated September 23, 2003, not previously or here amended or supplemented shall remain as written in said Agreement, and shall continue in full force and effect.

DATED the day and year set forth above.

CITY OF OLYMPIA

Cheryl Selby, Mayor

ATTEST:

Jane Kirkemo, City Clerk

CITY MANAGER

Steven R. Hall

APPROVED AS TO FORM:



Mark Barber, City Attorney



City Council

Approval of Ordinance Amending Wastewater Regulations for Septic Systems

Agenda Date: 1/3/2017
Agenda Item Number: 4.F
File Number: 16-1209

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

Title

Approval of Ordinance Amending Wastewater Regulations for Septic Systems

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the ordinance amending Olympia Municipal Code Chapter 13.08.090, regarding wastewater regulations for septic systems on first reading and forward to second reading

Report

Issue:

Whether to approve the ordinance amending Olympia Municipal Code Chapter 13.08.090 regarding septic systems.

Staff Contacts:

Diane Utter, P.E., Water Resources Engineer, 360.753.8562
Andy Haub, P.E., Director of Water Resources, 360.753.8475

Presenter:

None - Consent Calendar Item

Background and Analysis:

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

Within Olympia and its urban growth area, there are about 4,200 septic systems. As Olympia grows, these systems can pose a public and environmental health risk. Because of this risk, Olympia has fairly strict rules regarding septic permitting. One rule is that developers cannot subdivide a property and then build on the new lots with septic systems.

In June 2016, Council approved an ordinance amending Olympia Municipal Code (OMC) 13.08.090 regarding the permitting of septic systems. This was in response to goals and strategies in the 2013

Wastewater Management Plan. The ordinance did not change the rule about subdividing lots.

However, the changes deleted a sentence saying only lots created before November 21, 2006 can be eligible for septic systems. Staff recommended the change to allow developers to combine small lots, creating a larger lot that would be eligible for a septic system.

This change created confusion in the code. It is no longer clear enough that a developer cannot divide a lot to create two or more lots eligible for septic systems. After consulting with Community Planning & Development staff and Legal counsel, Public Works staff recommends amending the OMC to re-introduce the date requirement.

The proposed amendment re-introduces the date reference from the previous code. It also clarifies that a property owner can combine multiple lots to create one large lot that is eligible for a septic system.

Neighborhood/Community Interests (if known):

The amendment will clarify the regulations. This will benefit the community by reducing confusion regarding development with septic systems.

Options:

1. Approve an ordinance amending Olympia Municipal Code Chapter 13.08.090 regarding regulations to septic systems. This provides clarity in the code for septic system permitting.
2. Request staff to revise OMC amendments based on Council feedback. This will require additional time, during which the code will remain ambiguous.
3. Do not adopt OMC amendments as presented. This may result in development proposals that are not in alignment with the Wastewater Management Plan.

Financial Impact:

No financial impact anticipated.

Attachments:

Ordinance

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO WASTEWATER; AMENDING SECTION 13.08.090 OF THE OLYMPIA MUNICIPAL CODE.

WHEREAS, approximately 4,200 septic systems, also known as onsite sewage systems or OSS (the Systems), are located within the City of Olympia and its Urban Growth Area; and

WHEREAS, the Systems may pose a long-term public and environmental health risk as Olympia continues to grow; and

WHEREAS, the 2007 Wastewater Management Plan (the 2007 Plan) and subsequent regulatory changes placed appreciable constraints on repairing existing and installing new septic systems; and

WHEREAS, the 2013 Wastewater Management Plan (the 2013 Plan) anticipated limited modifications of current regulations to allow limited development with septic systems, while still ensuring that public and environmental health is maintained at an acceptable level; and

WHEREAS, changes made to the Olympia Municipal Code under Ordinance No. 7024, approved on June 21, 2016, modified the lot size requirements for new septic systems in the city limits; and

WHEREAS, changes made to the Olympia Municipal Code under Ordinance No. 7024, approved on June 21, 2016, had the unintended consequence of introducing ambiguity into the code about which lots are eligible for new septic systems; and

WHEREAS, the City Council determines it to be in the best interest of the City of Olympia to amend the current wastewater regulations regarding septic systems;

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

Section 1. Amendment of OMC 13.08.090. Olympia Municipal Code Section 13.08.090 is hereby amended to read as follows:

13.08.090 Sewer connection type

The City of Olympia permits only gravity sewer systems, with lift stations when needed, except as follows:

A. New onsite sewage systems shall be permitted within the city limits only to serve a single-family residence or a single-family residence with an accessory dwelling unit, provided:

1. The property being served is an undeveloped lot of record located more than two hundred (200) feet from an available sewer, as determined by the Public Works Director or his/her designee, and the lot is either larger than one (1) acre or is granted an exception to the lot size requirement under Section 5 below; and

~~2.— Permitted onsite sewage systems shall be considered interim facilities and must be designed and constructed to facilitate conversion to the public sewer when sewer becomes available; and~~

2. The lot existed prior to November 21, 2006, or was created through consolidation of lots in existence prior to November 21, 2006; and

3. Onsite sewage systems for new development within the shoreline jurisdiction, as defined in the Shoreline Master Program, are prohibited, regardless of lot size; and

4. The lot size determination shall include only those portions of a lot unencumbered by streams and important riparian areas, wetlands and small lakes, landslide hazard areas, and their associated buffers as defined in OMC 18.32.

5. Exceptions to the one acre minimum lot size will be considered by the Public Works Director or his/her designee when application is made in writing to the Public Works Director. Application shall be made on forms provided by the City. New onsite sewage systems for undeveloped lots of record smaller than one (1) acre will be evaluated using the following criteria:

a. New onsite sewage systems shall not be permitted on lots located within an area at high risk for onsite septic systems, nor within a marine recovery area, nor within a shellfish protection area, as determined by input from Thurston County Environmental Health; and

b. New onsite sewage systems shall only be permitted on lots served by public water service; and

c. New onsite sewage systems shall not be permitted within two hundred (200) feet of an available sewer as defined in OMC 13.08.020; and

d. New onsite sewage systems shall not be permitted on lots smaller than 12,500 square feet. The lot size determination shall include only those portions of a lot unencumbered by streams and important riparian areas, wetlands and small lakes, landslide hazard areas, and their associated buffers as defined in OMC 18.32. The lot must have existed prior to November 21, 2006, or have been created through consolidation of lots in existence prior to November 21, 2006.

6. Each property owner constructing a new residence with a new onsite sewage system located within the Urban Growth Boundary, including those within the city limits, shall enter into an Agreement for Interim Onsite Sewage System with the City, agreeing to connect the residence directly to the public sewer in accordance with the provisions herein within one (1) year after the date of official notice to connect; provided, that an available sewer is within two hundred (200) feet of the property. In addition, the following shall apply to new onsite sewage systems:

a. Permitted onsite sewage systems shall be considered interim facilities and must be designed and constructed to facilitate conversion to the public sewer when sewer becomes available; and

b. Recording fees shall be paid upon the submittal of a signed Agreement for Interim Onsite Sewage System; and

cb. Following execution, the agreement shall be recorded by the City in the records of the Thurston County Auditor; and

de. Said agreement shall terminate if at any time any project application or approval expires or is revoked for any reason; and

ed. Any cost of sewer extension required at the time of connection shall be borne in whole by the property owner.

B. New septic tank effluent pump (S.T.E.P.) systems shall be permitted provided:

1. The property being served is a lot of record existing prior to February 15, 2005, abutting on any street, alley, right-of-way or easement in which there is now located a S.T.E.P. force main; or

2. The property is located within a subdivision vested as of July 2005, in accordance with OMC Section 18.72.060, Determination of Complete Application.

C. Grinder pump sewer systems shall not be installed and used in lieu of the orderly extension of gravity sewers. Grinder pump installation and use shall be subject to the following requirements and/or limitations:

1. New individual grinder pump system use is limited where:

a. A public gravity sewer is contiguous to the property, but terrain, natural features, or other physical barriers prohibit a gravity connection; or

b. For the conversion of onsite sewage systems to public sewer or for infill development only where it is specifically determined by the City Engineer to be in the best interest of the City of Olympia.

2. Grinder pumps and side sewers which are installed as part of a grinder pump sewer system shall be purchased, owned, maintained and operated by the property owner.

3. Grinder pump force mains receiving effluent from more than one property shall be publicly owned and maintained. Publicly-owned grinder pump force mains shall be permitted only where the City Engineer determines it to be in the best interest of the City and construction of a gravity and lift station sewer system is not feasible, provided that:

a. The proponent of the grinder pump force mains can demonstrate that no other feasible alternative is available; and

b. In such cases, the cost of installation of the public grinder pump force mains shall be borne by the proponent; and

c. The installation is in accordance with the Olympia Engineering Design and Development Standards.

4. Grinder pump side sewers and force mains shall not be permitted to discharge to designated Septic Tank Effluent Pump (S.T.E.P.) force mains unless it is determined by the City Engineer or his/her designee to be in the best interest of the City.

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

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

Section 4. Effective Date. This Ordinance shall take effect thirty (30) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:


DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:





City Council

Approval of Zoning Code Amendments Related to Accessory Drive-Through Lanes in the Briggs Village commercial area

Agenda Date: 1/3/2017
Agenda Item Number: 4.G
File Number:16-1356

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

Title

Approval of Zoning Code Amendments Related to Accessory Drive-Through Lanes in the Briggs Village commercial area

Recommended Action

Committee Recommendation:

Planning Commission recommends Council move to adopt the proposed ordinance as drafted.

City Manager Recommendation:

Move to approve the Zoning Code Amendments Related to Accessory Drive-Through Lanes in the Briggs Village commercial area

Report

Issue:

Whether to allow for an increase in the types of businesses allowed to have drive-through lanes within the Briggs Village. The proposed ordinance includes increased design criteria associated to any drive-through lane proposed.

Staff Contact:

Nicole Floyd, Senior Planner, Community Planning & Development, 360.570.3768

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

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

The Briggs Village Master Plan was adopted in 2003 and has been envisioned as a dense mixed use urban village. While residential development has occurred, the commercial (retail and office) uses have not yet been constructed. To address this, amendments to the Master Plan were adopted in 2014 modifying specific standards related to the commercial core of the Village to decrease the

amount of office and commercial space allowed and alter building design requirements to better reflect market realities. A recent change in ownership and these amendments have spurred multi-family development in the core (currently under review), commercial development has not occurred.

The applicant acquired the property in 2015 and has been actively marketing the commercially zoned areas since. The applicant believes that the current limitations on accessory drive-through lanes have been a key factor as to why the commercial core remains undeveloped today. Currently, only banks are allowed to have a drive-through lane, and the applicant believes that this has deterred a variety of development opportunities for businesses such as pharmacies, small scale restaurants, and coffee shops. The proposed amendments would allow for a broader range of uses to have accessory drive-through lanes in a very limited area within the Briggs Village.

In order to maintain the strong emphasis on the pedestrian environment within the area, the City and applicant worked together to draft new design standards that are for accessory drive-through lanes that ensure the emphasis remains on the pedestrian environment. Significant emphasis on the potential site layouts and subsequent locations of the drive-through lanes was paid when drafting these revisions. The new language is intended to ensure that the building design continues to cater to the pedestrian over the driver. Through the combination of the following criteria, the number of locations able to have a drive-through is significantly limited, but the types of businesses allowed is expanded. The criteria can be reviewed in the attached draft ordinance, and is summarized by staff as follows:

- **Access from Interior Parking Lots Only:** New drive-through lane would be required to be accessed from existing interior parking areas only. This ensures that the drive-through would be located in areas that are already intended to be auto oriented, and ensures areas currently intended for pedestrian circulation are protected.
- **Uninterrupted Pedestrian Access:** A new design criterion requires that dedicated pedestrian access to the entry of the building is maintained both from the parking lot and primary street frontage. This minimizes conflicts between auto and pedestrian circulation.
- **Building Designed for the Pedestrian:** Drive-through lanes would only be permitted in association with businesses that primarily engage in providing services to walk-in customers. This would be evaluated by looking at the overall design of the building and ensuring pedestrian entries and amenity space is provided.
- **Single Lane:** Only one drive-through lane would be permitted in association with any business. This further emphasizes the intent that the drive-through is to be an accessory feature rather than the primary point of sale.

In sum, the proposed provisions will allow for greater flexibility in the uses permitted to have accessory drive-through lanes while significantly limiting their potential locations by enhancing the site design criteria within the code. Staff and the Planning Commission recommend approval of these amendments because the revisions may help encourage the commercial development that has long been anticipated in the Briggs Village, while maintaining the underlying pedestrian orientation

and design intent within the master plan.

Public Process / Community Interests:

Public outreach has included a mailing to all residents of the Briggs Village, a meeting with past interested parties of the Briggs Village Master Plan, and publication in the Olympian. The proposal is supported by the Thurston County Chamber of Commerce and to date no members of the community have voiced any opposition to the proposed amendments. The Planning Commission held a Public Hearing on November 21, 2016 where they solicited public input, deliberated, and unanimously recommended approval of these amendments to the City Council.

Options:

1. Adopt the amendments as drafted in the proposed ordinance.
2. Adopt the proposed ordinance with modifications.
3. Reject the amendments proposed in the ordinance.

Financial Impact:

No specific impact to the City has been identified; however, should the revision encourage commercial growth within the village associated tax revenues are likely.

Attachments:

Proposed Ordinance
Drive-Through Context Examples
Drive-Through Location Option
Letter of Support

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATED TO ZONING PROVISIONS FOR DRIVE-THROUGH FACILITIES WITHIN THE URBAN VILLAGE ZONING DISTRICT; AMENDING SECTION 18.05.040; TABLE 5.01, SUBSECTION 18.05.040(B), 18.05.060, 18.05A.000, AND 18.05A.095 OF THE OLYMPIA MUNICIPAL CODE

WHEREAS, the Community Planning and Development Department received an application for zoning code amendment to allow for a broader list of uses to be permitted to have an associated drive-through facility within the Urban Village zoning district; and

WHEREAS, the Briggs Village is the only Urban Village within the City, and this area has not experienced the commercial development anticipated; and

WHEREAS, the Olympia Municipal Code (OMC) 18.58 requires that zoning code text amendments are reviewed by the Planning Commission for consideration and review before being considered, reviewed, and acted upon by the City Council; and

Whereas; the Olympia Planning Commission received a briefing on the proposed code amendment on November 7, 2016, and held a duly-noticed public hearing on November 21, 2016; and

WHEREAS, following the public hearing and deliberations, the Planning Commission unanimously recommended the proposed amendments to the Olympia Municipal Code by increasing the list of business types that can have accessory drive-through facilities as well as increasing the design standards associated with the drive-through facilities; and

WHEREAS, this proposal is exempt from the State Environmental Policy Act (SEPA), as a land use decision consistent with the adopted Olympia Comprehensive Plan; and

WHEREAS, Chapter 35A.63 and 36.70A RCW and Article 11, Section 11 of the Washington State Constitution authorize and permit the City to adopt this Ordinance; and

WHEREAS, on December 13, 2016, the City Council duly considered the recommendations of the Planning Commission and City staff; and

WHEREAS, this Ordinance is supported by the staff report and materials associated with this Ordinance, along with other documents on file with the City of Olympia, including but not limited to documents relating to file 16-9048; and

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

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

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

Section 1. Amendment of OMC 18.05.04, Olympia Municipal Code Section 18.05.040, Table 5.01, is hereby amended to read as follows:

TABLE 5.01

PERMITTED, CONDITIONAL AND REQUIRED USES

DISTRICT	Neighborhood Center	Neighborhood Village	Urban Village	Community Oriented Shopping Center	APPLICABLE REGULATIONS
District-Wide Regulations					18.05.050
1. RESIDENTIAL USES					
Accessory Dwelling Units	P	P	P	P	18.04.060(A)
Apartments	C	R	R	R	18.05.060(D), 18.05.050(E)
Boarding Homes	C	P	P	P	
Congregate Care Facilities		P	P	P	18.05.050(E)(1)(c)(i)
Cottage Housing		P	P	P	18.05.060(D), 18.04.060(H)
Duplexes		P	P	P	18.05.060(D)
Group Homes with 6 or Fewer Clients		P	P	P	18.04.060(K), 18.04.060(W)
Group Homes with 7 or More Clients		C	C	C	18.04.060(K), 18.04.060(W)
Manufactured Homes	P	P	P	P	18.04.060(O)
Nursing/Convalescent Homes		P	P	P	18.04.060(S)
Residences Above Commercial Uses	P	P	P	P	
Single-Family Residences	P	R	R	R	18.05.060(D)
Single Room Occupancy Units					
Townhouses	P	P	P	P	18.05.060(D), 18.64
2. OFFICES					
Banks	P	P	P	P	18.05.060(A)

TABLE 5.01

PERMITTED, CONDITIONAL AND REQUIRED USES

DISTRICT	Neighborhood Center	Neighborhood Village	Urban Village	Community Oriented Shopping Center	APPLICABLE REGULATIONS
Offices - Business	P	P	P	P	
Offices - Government	P	P	P	P	
Offices - Medical	P	P	P	P	
Veterinary Offices and Clinics	C	C	C	C	
3. RETAIL SALES					
Apparel and Accessory Stores	P	P	P	P	
Building Materials, Garden Supplies, and Farm Supplies	P	P	P	P	Sites within high density corridors, see 18.17.020 (B)
Food Stores	R	R	P	P	
Furniture, Home Furnishings, and Appliances					Sites within high density corridors, see 18.17.020 (B)
General Merchandise Stores	P	P	P	P	
Grocery Stores	P	P	R	R	18.05.060(C)
Office Supplies and Equipment					
Pharmacies and Medical Supply Stores	P	P	P	P	
<u>Restaurants</u>			<u>P</u>		<u>18.05.060(a) & 18.05A.095</u>
Restaurants, Without Drive-In or Drive-Through Service	P	P	P	P	
Specialty Stores	P	P	P	P	

TABLE 5.01

PERMITTED, CONDITIONAL AND REQUIRED USES

DISTRICT	Neighborhood Center	Neighborhood Village	Urban Village	Community Oriented Shopping Center	APPLICABLE REGULATIONS
4. SERVICES					
Health Fitness Centers and Dance Studios	P	P	P	P	
Hotels/Motels					
Laundry and Laundry Pick-up Agency	P	P	P	P	
Personal Services	P	P	P	P	
Printing, Commercial			P	P	
Radio/TV Studios					
Recycling Facility - Type I	P	P	P	P	
Servicing of Personal Apparel and Equipment	P	P	P	P	
5. ACCESSORY USES					
Accessory Structures	P	P	P	P	18.04.060(B)
Electric Vehicle Infrastructure	P	P	P	P	18.04.060(GG)
Garage/Yard/Rummage or Other Outdoor Sales	P	P	P	P	5.24
Satellite Earth Stations	P	P	P	P	18.44.100
Residences Rented for Social Event, 7 times or more per year	C	C	C	C	18.04.060.DD
6. RECREATIONAL USES					
Auditoriums and Places of Assembly					

TABLE 5.01

PERMITTED, CONDITIONAL AND REQUIRED USES

DISTRICT	Neighborhood Center	Neighborhood Village	Urban Village	Community Oriented Shopping Center	APPLICABLE REGULATIONS
Art Galleries					
Commercial Recreation					
Community Gardens	P	P	P	P	
Community Parks & Playgrounds	P/C	P/C	P/C	P/C	18.04.060(T)
Health Fitness Centers and Dance Studios					
Libraries					
Museums					
Neighborhood Parks/Village Green/Plaza	R	R	R	R	18.04.060(T), 18.05.080(N)
Open Space - Public	P	P	P	P	18.04.060(T)
Theaters (no Drive-Ins)					
Trails - Public	P	P	P	P	18.04.060(T)
7. TEMPORARY USES					
Emergency Housing	P	P	P	P	
Mobile Vendors			P	P	
Model Homes	P	P	P	P	
Parking Lot Sales			P	P	18.06.060(Z)
8. OTHER USES					
Agricultural Uses, Existing	P	P	P	P	
Animals/Pets	P	P	P	P	18.04.060(C)
Child Day Care Centers	P	P	R	P	18.05.060(B), 18.04.060(D)

TABLE 5.01

PERMITTED, CONDITIONAL AND REQUIRED USES

DISTRICT	Community Oriented Shopping Center				APPLICABLE REGULATIONS
	Neighborhood Center	Neighborhood Village	Urban Village		
Community Clubhouses	P	P	P	P	
Conference Centers					
Crisis Intervention	C	C	C	C	18.04.060(I)
Fraternal Organizations					
Home Occupations (including adult day care, bed and breakfast houses, elder care homes, and family child care homes)	P	P	P	P	18.04.060(L)
Hospice Care	C	C	C	C	18.04.060(M)
Non-Profit Physical Education Facilities	C	C	C	C	
Places of Worship	C	C	C	C	18.04.060(U)
Public Facilities	C	C	C	C	18.04.060(V)
Radio, Television, and other Communication Towers & Antennas	C	C	C	C	18.04.060(W), 18.44.100
Schools	C	C	C	C	18.04.060(DD)
Sheltered Transit Stops	R	R	R	R	18.05.050(C)(4)
Utility Facilities	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communications Facilities	P/C	P/C	P/C	P/C	18.44

LEGEND

P = Permitted C = Conditional R = Required

Section 2. Amendment of OMC 18.05.040. Olympia Municipal Code Subsection 18.05.040(B) is hereby amended to read as follows:

B. PROHIBITED AND UNSPECIFIED USES.

Land uses which are not listed in Table 5.01 as permitted, conditional, or required uses are prohibited, unless they are authorized by the Director consistent with Section 18.02.080, Interpretations. In no event, however, shall the following uses be permitted:

1. Automobile-oriented uses which primarily cater to customers in their vehicles or rarely provide consumer goods or services to pedestrians or walk-in customers. ~~This includes drive-in and drive-through businesses (except drive-through banks as provided in Section 18.05.060(A) herein), motor vehicle sales, and car washes.~~
2. Adult oriented businesses (see Section 18.02.180, Definitions).
3. Mobile homes. Mobile homes are prohibited except for emergency housing and contractor's offices consistent with Section 18.04.060(EE). (See Section 18.02.180, Definitions.)
4. Habitation of recreational vehicles/trailer houses. (See Section 18.02.180, Definitions.)
5. Sale of firearms.
6. Pawnshops.
7. Uses which customarily create noise, vibration, smoke, dust, glare, or toxic or noxious emissions exceeding those typically generated by allowed uses.
8. Parking provided accessory to a use located outside the City of Olympia.
9. Secure community transition facilities.

Section 3. Amendment of OMC 18.05.060. Olympia Municipal Code Section 18.05.060 is hereby amended to read as follows:

18.05.060 Use standards

A. BanksDrive-through facilities.

1. Banks, restaurants, pharmacies, and other businesses that primarily cater to pedestrians or walk-in customers are permitted to have a single drive-through lane. ~~with drive-through facilities shall be limited to one drive-through lane.~~

2. Driveway access for a permitted single drive-through lane shall be allowed only through a common parking lot area in a Village Center, shall not impede direct pedestrian access to the building entry, and the drive-through lane shall not be allowed on streets abutting a village green or park in a village center.

B. Child Day Care Centers. A site for a child day care center is required in urban villages.

C. Grocery Stores. Urban Village (UV) and Community Oriented Shopping Center (COSC) District requirements: The maximum size for a grocery store shall be 50,000 square feet of gross floor area.

Section 4. Amendment of OMC 18.05A.000. Olympia Municipal Code Section 18.05A.000 is hereby amended to read as follows:

18.05A.000 Chapter Contents

Sections:

18.05A.010 How to use design criteria.

SITE DESIGN AND ORIENTATION

18.05A.020 Site design - Streets, trails and open space.

18.05A.030 Site design - Location and use of centers and common open spaces.

18.05A.040 Site design - Gateways and focal points.

18.05A.050 Site design - Pedestrian/sidewalk orientation.

18.05A.060 Site design - Fences and walls adjacent to pedestrian scale streets.

COMMERCIAL AND MIXED USE BUILDING DESIGN, LANDSCAPING, AND SIGNS

18.05A.070 Building design - Commercial and mixed use.

18.05A.080 Building design - Creation of human scale.

18.05A.090 Building design - Building wall finishes for stand alone and corner site buildings.

18.05A.095 Building design - Drive-through ~~banks~~ facilities.

18.05A.100 Landscape design for villages, commercial and mixed use areas.

18.05A.110 Landscape design - Screening.

18.05A.120 Landscape design - Existing trees.

18.05A.130 Signs - Attached to the building.

18.05A.140 Signs - Freestanding.

MULTIFAMILY PROJECTS (INCLUDING TOWNHOUSES OF 5 UNITS OR MORE)

18.05A.150 Site design - Orientation.

18.05A.160 Site design - Parking location and design.

18.05A.170 Site design - Mailboxes, site lighting, and bus stops.

- 18.05A.180 Site design - Screening.
- 18.05A.190 Building design - Neighborhood scale.
- 18.05A.200 Building design - Privacy.
- 18.05A.210 Building design - Facade, footprint, and roof articulation.
- 18.05A.220 Building design - Entries.
- 18.05A.225 Building design - Windows.
- 18.05A.230 Building design - Materials and colors.
- 18.05A.240 Signs.

DUPLEX, TRIPLEX, FOURPLEX, TOWNHOUSE PROJECTS (4 UNITS OR LESS), COTTAGE HOUSING AND SINGLE FAMILY HOUSING, INCLUDING DESIGNATED MANUFACTURED HOUSING (6 UNITS PER ACRE OR MORE)

- 18.05A.250 Duplex, triplex, etc. - Applicability.
- 18.05A.260 Building design - Roof form and architectural detail.
- 18.05A.270 Building design - Entries.
- 18.05A.280 Building design - Garage design.
- 18.05A.290 Building design - Materials and colors.

ACCESSORY DWELLING UNITS (ADU)

- 18.05A.300 Site and building design - Privacy.
- 18.05A.310 Building design - Entry features.
- 18.05A.320 Building design - Materials and colors.

COTTAGE HOUSING

- 18.05A.330 Site design - Cottage housing.

Section 5. Amendment of OMC 18.05A.095. Olympia Municipal Code Section 18.05A.095 is hereby amended to read as follows:

18.05A.095 Building design –Drive-through ~~banks~~facilities

LEGEND

UV = Urban Village

COSC = Community Oriented Shopping Center

NV = Neighborhood Village

NC = Neighborhood Center

A. REQUIREMENT 1: Locate the main pedestrian entry ~~to a bank on a~~ towards the pedestrian-oriented street. Orient drive-through facilities ~~at banks~~ in a way that makes minimal disruption on the street edge. See also Section 18.05.060(A) Use Standards, ~~Banks (i.e., limit of one lane, and prohibition of access onto streets abutting a village green).~~ (UV, NV, COSC, NC)

REQUIREMENT 2: Locate the drive-through facility on the side or behind the building as viewed from the street. Drive-through facilities shall not be located between the building and the street frontage, nor between the primary parking and building entry unless the proposed drive-through location provides equivalent or better pedestrian access to the building. For all drive-through facilities, uninterrupted pedestrian access to the main building entry shall be provided.

B. GUIDELINE:

1. Design the drive-through window so that it is clearly subordinate to the main building. (UV, NV, COSC, NC)
2. Where the drive-through is a separate structure, use architectural details that conform to those used on the main building. (UV, NV, COSC, NC)
3. Minimize curb cuts and the disruption of a sidewalk by:
 - a. Making the width of the lane approaching the window as narrow as possible, and
 - b. Using landscaping and planters to provide a street edge adjacent to the sidewalk. (UV, NV, COSC, NC)

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

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Dienaber

CITY ATTORNEY

**PASSED:
APPROVED:
PUBLISHED:**

Drive-Through Lane Context Examples:

The following examples are intended to help show how the proposed design criteria would facilitate both pedestrian oriented development and allow for a broader list of businesses allowed to have accessory drive-through lanes. These examples focus on the drive-through location and do not represent the larger scope of design criteria that are already required within the Briggs Village.

Example 1 - Very Auto Oriented:

This example is of a highly auto oriented drive-through business. It would not be appropriate within the context of a walkable mixed use community such as the Briggs Village and does not meet the design criteria proposed:

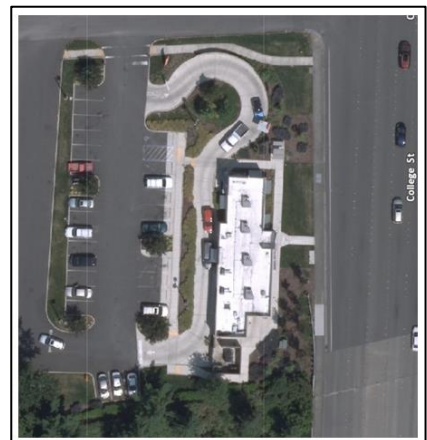
- Pedestrians must cross drive-through to enter building.
- Building design emphasizes auto orientation rather than walk-in.
- Two drive through lanes show a clear focus on auto oriented service.



Example 2 - Moderately Auto Oriented:

This example shows intent to consider the pedestrian experience; however the building and drive-through design are clearly oriented towards the auto rather than pedestrian. The proposed design criteria would not allow for this site layout within the Briggs Village.

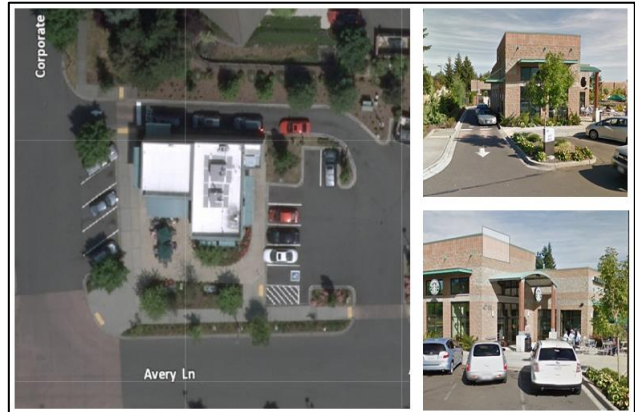
- Direct pedestrian access from the street is provided, however pedestrians must cross drive-through to enter from the parking lot.
- Single drive-through lane, but the building design emphasizes auto orientation.
- Building design favors auto oriented businesses rather than serving walk-up customers.



Example 3 - Pedestrian Oriented:

This example meets the design criteria proposed as both the building and site layout place a clear emphasis on the pedestrian environment while also providing an auto oriented element in the rear of the structure.

- Pedestrians have direct access to the building entry from the street and parking lot.
- Building design emphasizes pedestrian orientation with outdoor seating.
- Single drive-through lane is tucked behind the building and is accessed through the parking lot.



In sum, the proposed provisions will allow for greater flexibility in the uses permitted to have accessory drive-through lanes while significantly limiting their potential locations by enhancing the site design criteria within the code. Staff and the Planning Commission recommend approval of these amendments because the revisions will help encourage the development that has long been anticipated in the Briggs Village, while maintain the underlying design intent within the master plan.

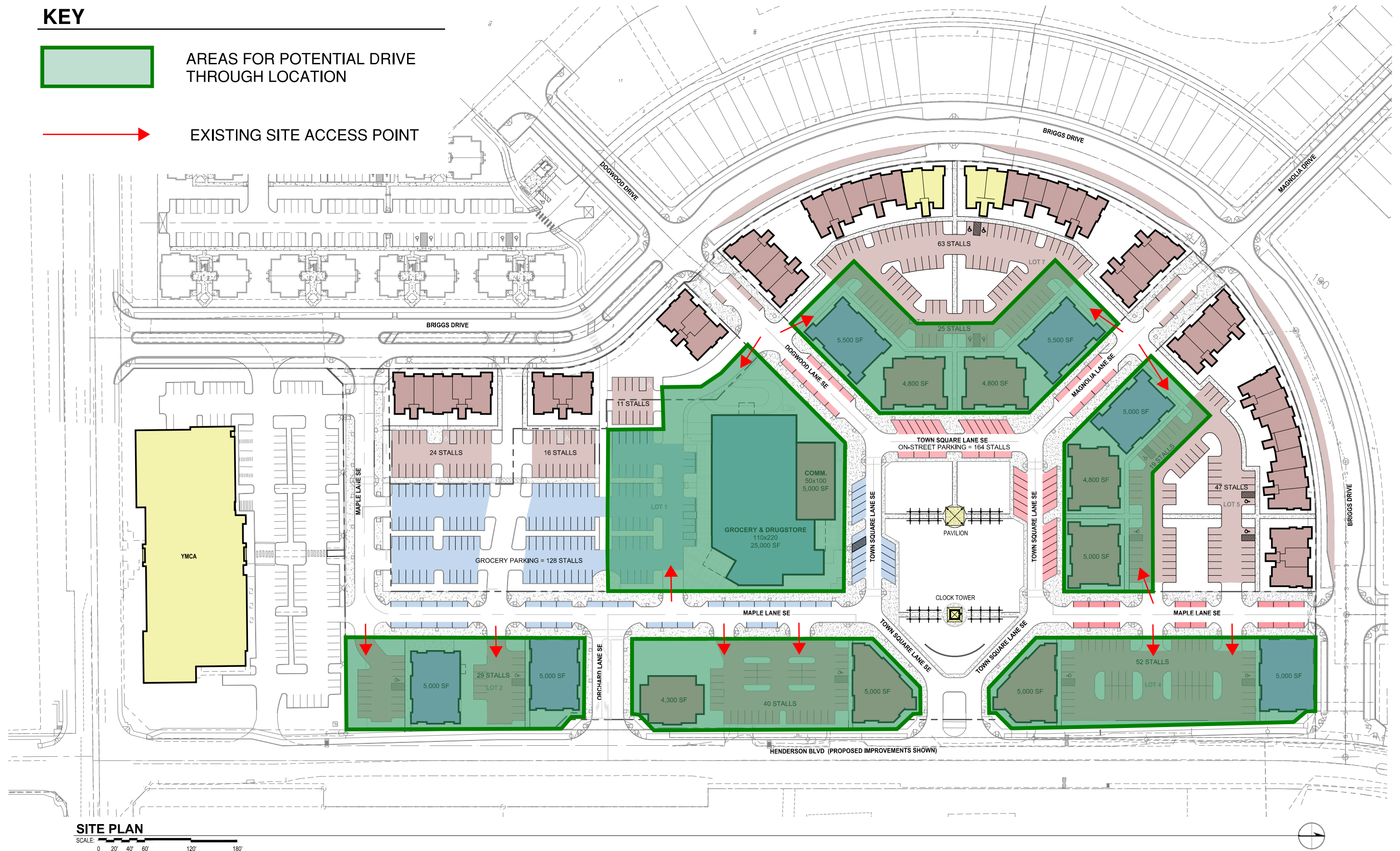
KEY



AREAS FOR POTENTIAL DRIVE THROUGH LOCATION



EXISTING SITE ACCESS POINT



SITE PLAN

SCALE: 0 20' 40' 60' 120' 180'

BRIGGS TOWN CENTER - DRIVE THROUGH OPTIONS

BRIGGS TOWN CENTER - OLYMPIA, WASHINGTON | OCTOBER 19, 2016



COMMERCIAL REAL ESTATE SERVICES



Yeh-Hee Hahn
Vice President

CBRE, Inc.
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August 8, 2016

Keith Stahley
Director, Community Planning and Development
City of Olympia
PO Box 1967
Olympia, WA 98507-1967

RE: Briggs Village Proposed Text Amendment – Urban Village Commercial Zoning

Dear Keith:

I am a commercial real estate broker with CBRE primarily focusing in leasing and sale of retail properties. For the last 15+ years, I have worked with various retail property owners, buyers and tenants in the south Puget Sound area.

I have been working as the leasing broker for Briggs Village since the new ownership acquired the project in December of 2015.

After over six months of talking to prospective commercial tenants and actively marketing the concept of the Briggs Village project, I have come to the conclusion that the ability to include a drive-in or drive-through element on a portion of the commercial sites is imperative in order to secure key tenants, as I will elaborate further in this letter.

In April 2016, we had received a letter of intent from a local dentist looking to relocate his practice to Briggs Village Town Center. After weeks of active negotiation, the dentist ultimately decided to go elsewhere. A key factor in his decision was that he did not want to put himself in a position where he could end up being the only business located at Briggs Village for a long time. This experience demonstrates the importance of attracting viable retail tenants to the success of the Town Center concept and Briggs Village as a whole.

As part of our efforts to attract junior anchor retail tenants, we have had several conversations with representatives of Starbucks and Bartell Drugs. Starbucks has had an interest in the site for quite some time, but the company will not consider new locations without a drive-through,

especially in suburban areas. While Briggs is an "Urban Village" under City of Olympia regulations, as a practical matter it remains a suburban site for purposes of retail site selection criteria.

An anchor tenant with wide brand recognition like Starbucks or Bartell Drugs would draw other brands and businesses such as restaurants and service oriented businesses, as well as professional office tenants. The variety of such a tenant mix will create synergy thus attracting customers.

In addition, Bartell Drugs, just recently started discussions about expanding into Thurston County according to its broker, Dan McGinnis of CBRE. Bartell's prototypical building is 15,000 square feet (110 x 136) with a drive-through. According to the broker, Bartells has an interest in the site, but will not give it serious consideration without the availability to site a drive-through.

Currently Urban Village zoning allows drive through lanes for banking uses only. It is my professional opinion that based on current market conditions, the proposed text amendment to the current Urban Village zoning to allow limited single-lane drive through uses on certain sites within the Town Center will significantly improve the ability to secure the additional commercial tenants that are crucial to the success of the Briggs Village project.

Once we secure one or two anchor tenants, such as Starbucks or Bartell's, it should be fairly easy to attract other retailers and professional office tenants to fill the remaining spaces. We already have interest from two local service businesses who are prepared to sign leases when we have firm commitment from a junior anchor tenant such as Bartells or Starbucks.

It is my sincere hope that the City will support the proposed text amendment so that we can create a viable commercial Town Center at Briggs Village to support its residents and the surrounding community, as intended. Please feel free to contact me if you have further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Yeh-Hee Hahn". The signature is fluid and cursive, written in a professional style.

Yeh-Hee Hahn
Vice President
CBRE



City Council

Approval of Ordinance approving a Street Vacation Petition for a Portion of Hillside Drive SE

Agenda Date: 1/3/2017
Agenda Item Number: 6.A
File Number: 16-1119

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

Title

Approval of Ordinance approving a Street Vacation Petition for a Portion of Hillside Drive SE

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Approve on first reading and forward to second reading an ordinance to vacate a portion of Hillside Drive SE and a portion of Tract A, Henderson Commercial Park.

Report

Issue:

Whether the City Council should pass an ordinance vacating a portion of Hillside Drive SE and a portion of Tract A, Henderson Commercial Park.

Staff Contact:

Ladd F. Cluff, PLS, City Surveyor, Public Works Engineering, 360.753.8389

Presenter(s):

Ladd F. Cluff, PLS, City Surveyor, Public Works.

Background and Analysis:

The property owner (SPS Lands, LLC) adjacent to Hillside Drive SE petitioned the City to vacate an unopened portion of Hillside Drive SE (Vacation Parcel "A") as well as a portion of the pedestrian access trail along the Henderson Commercial Park (Vacation Parcel "B").

Vacation Parcel "A" was dedicated in October 1969 to create a turnaround at the north end of Hillside Drive SE. Vacation Parcel "B" was dedicated with the Henderson Commercial Park Binding Site Plan (BSP) in February 2008.

SPS Lands developed Lot 2 with Hilton Garden Inn and plan to develop the remaining two Lots with an additional hotel. The proposed development requires the vacation so they can meet development

requirements.

SPS Lands worked with Community Planning and Development and Parks staff to create pedestrian access alternatives that meets the public needs through both hotel sites. SPS Land, in lieu of payment, proposes to grant the City an easement and build a pedestrian pathway through the hotel site that will connect to Phase 4 of The Olympia Woodland Trail. See attached ordinance.

The petition was sent to City staff and Franchise utilities for review and comment. City staff recommends vacating the rights-of-way as proposed and requiring SPS Lands to grant the easement and build the pathway with the development of the second hotel.

Neighborhood/Community Interests (if known):

The public hearing will provide an opportunity for Council to hear from the community on the requested vacation.

Options:

- 1: Move to approve on first reading and forward to second reading an ordinance to vacate a portion of Hillside Drive SE and a portion of Tract A, Henderson Commercial Park. This option allows the vacation to occur, site development to continue and pedestrian access to be constructed.
- 2: Continue to receive written testimony to a date certain. This option would delay the decision until Council has enough information to make their decision.
- 3: Reject the vacation request. This option would leave the right-of-way as is. The development of the site will require revision, slowing the development process.

Financial Impact:

None

Attachments:

Ordinance
Petition with Exhibits
OMC Review Criteria with Comments
Vicinity Map

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON
VACATING AS A PUBLIC THOROUGHFARE A PORTION OF
HILLSIDE DRIVE SE AND A PORTION OF THE PEDESTRIAN ACCESS
TRAIL KNOWN AS TRACT "A" OF HENDERSON COMMERCIAL
PARK BINDING SITE PLAN.**

WHEREAS, the Olympia City Council adopted Resolution No. M-1852 on November 1, 2016, setting a public hearing date for December 6, 2016, at 7:00 p.m. to allow public comment for or against vacation of the following described public thoroughfare situated in the City of Olympia, Thurston County, State of Washington, to wit:

PARCEL A

That portion of land dedicated to the City of Olympia, as recorded January 4, 1965 under recording number 813551, records of Thurston County, Washington; together with:

That portion of Tract 48 and Hillside Drive as shown on the plat of Wildwood Park, recorded in Volume 9 of Plats, Page 39, records of Thurston County, Washington, lying northerly of the south line of Tract 44 of said Plat, and its westerly extension, and lying southerly of the north line of the south 100 feet of said Tract 44 and its westerly extension, and lying easterly of said land dedicated to the City of Olympia, recording number 813551, and lying westerly of the following described line:

*Commencing at the Southwest corner of said Tract 44; thence westerly along the westerly extension of said south line of Tract 44 North 88°13'59" West 31.74 feet to its intersection with said westerly margin of Hillside Drive and the **POINT OF BEGINNING** of said line; thence leaving said south line North 03°02'40" West 52.92 feet; thence North 27°20'14" East 52.39 feet to the southerly boundary of Lot 1 of Henderson Commercial Park Binding Site Plan, as recorded February 1, 2008 under recording number 3986666, and the **TERMINUS** of said line.*

PARCEL B

That portion of Tract "A" of Henderson Commercial Park Binding Site Plan, as recorded February 1, 2008 under recording number 3986666, records of Thurston County, Washington, lying westerly of the following described line:

***BEGINNING** at the Northeast corner of Lot 1 of said Binding Site Plan; thence South 63°28'16" East 0.63 feet; thence South 28°36'47" West 68.07 feet; thence South 27°20'14" West 70.82 feet to the westerly boundary of said Tract "A" and the **TERMINUS** of said line.*

Containing 6,335 square feet or 0.15 acres, more or less.

WHEREAS, the petitioner is requesting that a portion of Hillside Drive SE and a portion of the pedestrian access trail described above be vacated; and

WHEREAS, notice of this proposed vacation was posted physically on site, and adjoining neighbors were mailed notice of the hearing; and

WHEREAS, a public hearing was held by the City Council of the City of Olympia on said petition on December 6, 2016, at 7:00 p.m. or thereafter in the evening; and

WHEREAS, the City has received no comments objecting to the vacation from utility providers with regard to this vacation; and

WHEREAS, the Public Works Department has indicated that the property has no known current or foreseeable future use to the City as a right-of-way; and

WHEREAS, this vacation is deemed to be in the public interest and serve the public welfare;

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

Section 1. As recommended by the City of Olympia Public Works Department and as requested by the owner of the abutting parcels, the Olympia City Council, pursuant to RCW 35.79.010, hereby vacates as a public thoroughfare the herein above described property.

Section 2. The vacation meets the criteria set forth in OMC 12.16.100.

Section 3. This Ordinance shall not become effective until the owners of the abutting property grant to the City of Olympia and construct a pedestrian access easement as shown on Exhibit "B-1" in lieu of payment required under OMC 12.16.030, .080, .090 and RCW 35.79.030 for the area so vacated. Failure of the abutting property owners to grant an easement within ninety (90) days of the passage of this Ordinance shall automatically void the petition and this Ordinance without it being brought back before the City Council. The City Clerk/Treasurer shall certify on the face of this Ordinance whether or not the easement is received within the time limit referred to above.

Section 4. I, Jane Ragland Kirkemo, City Clerk/Treasurer, hereby certify that an amount equal to one-half of the appraised value of property above vacated was ___ was not ___ received within the time referred to above.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

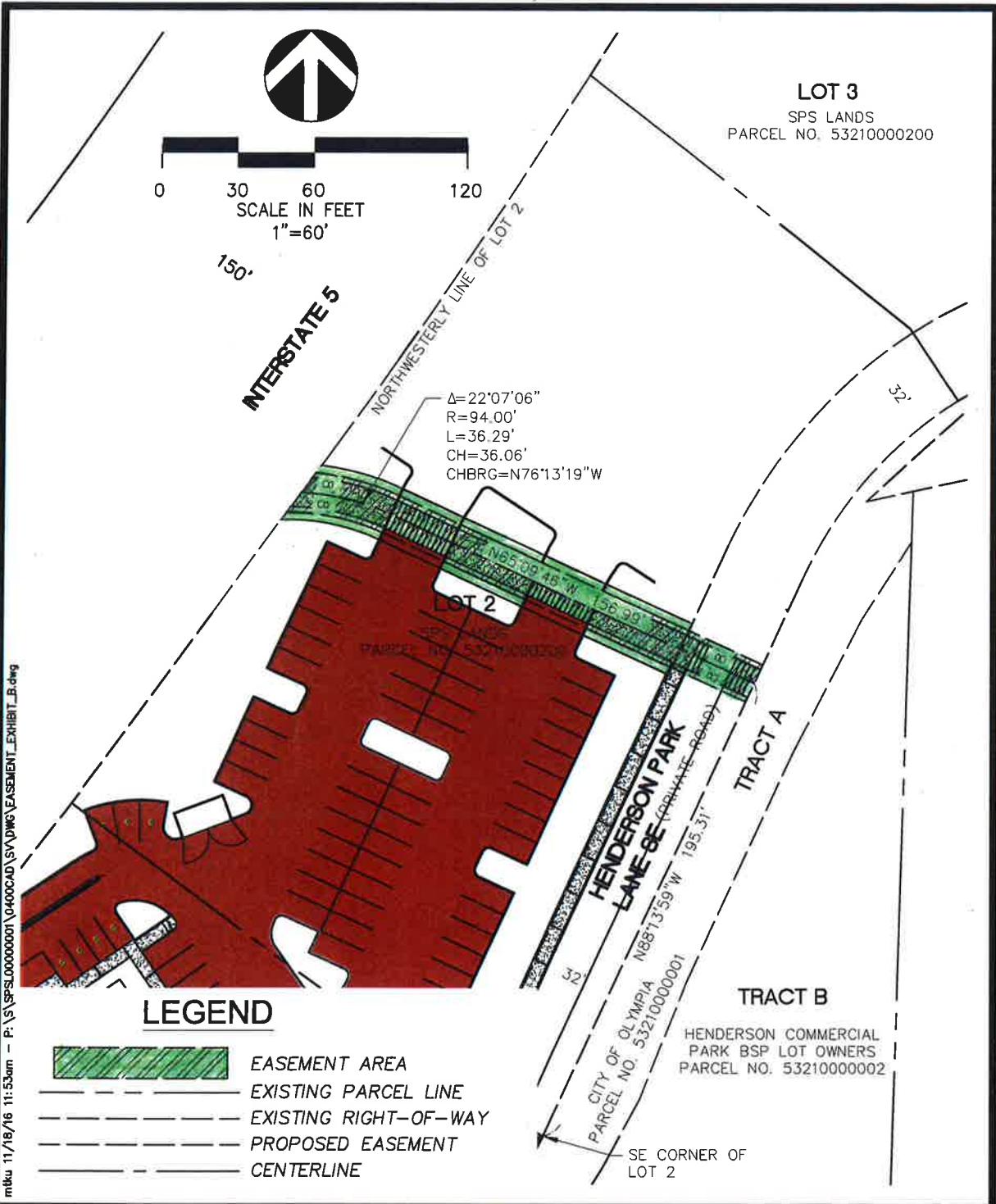
Dave Niember DCA

CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



miku 11/18/16 11:53am - P:\S\SPSL\00000001\0400CAD\SV\DWG\EASEMENT_EXHIBIT_B.dwg

LEGEND

- EASEMENT AREA
- EXISTING PARCEL LINE
- EXISTING RIGHT-OF-WAY
- PROPOSED EASEMENT
- CENTERLINE



EXHIBIT "B1"

EASEMENT AREA: 3,093 SF

OWNER: SPS LANDS
 OLYMPIA, WASHINGTON



DAVID EVANS AND ASSOCIATES INC.
 2106 Pacific Avenue Suite 400
 Tacoma Washington 98402
 Phone: 253.922.9780



Petition to Vacate Public Right-of-Way

OFFICIAL USE ONLY

Applicant: <u>SPS Lands LLC</u>	Address: <u>2301 Henderson Park Ln SE</u>		
Phone:	File#:	Receipt #:	Date:

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:

Please see attached Exhibit A for legal description.

Please see attached Exhibit B for detailed vacation site plan.

Please see attached Exhibit C for vicinity site plan.

PURPOSE OF REQUEST AND STATEMENT OF PUBLIC BENEFIT: *

Please see attached Exhibit D.

**See submittal requirements and criteria for approval on the reverse side of this form*

PETITIONERS*

Owner's signature	Owner's Names	Parcel Number
	<u>SPS Lands LLC</u>	<u>53210060100</u>

**Attach additional sheets as necessary*

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

Applicant's Signature

8-23-16
Date

EXHIBIT 'A'

**RIGHT OF WAY VACATION PETITION TO
THE HONORABLE CITY COUNCIL OF THE CITY OF OLYMPIA**

Parcels to Be Vacated by Grantee:

PARCEL A

THAT PORTION OF LAND DEDICATED TO THE CITY OF OLYMPIA, AS RECORDED JANUARY 4, 1965 UNDER RECORDING NUMBER 813551, RECORDS OF THURSTON COUNTY, WASHINGTON; TOGETHER WITH:

THAT PORTION OF TRACT 48 AND HILLSIDE DRIVE AS SHOWN ON THE PLAT OF WILDWOOD PARK, RECORDED IN VOLUME 9 OF PLATS, PAGE 39, RECORDS OF THURSTON COUNTY, WASHINGTON, LYING NORTHERLY OF THE SOUTH LINE OF TRACT 44 OF SAID PLAT, AND ITS WESTERLY EXTENSION, AND LYING SOUTHERLY OF THE NORTH LINE OF THE SOUTH 100 FEET OF SAID TRACT 44 AND ITS WESTERLY EXTENSION, AND LYING EASTERLY OF SAID LAND DEDICATED TO THE CITY OF OLYMPIA, RECORDING NUMBER 813551, AND LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 44; THENCE WESTERLY ALONG THE WESTERLY EXTENSION OF SAID SOUTH LINE OF TRACT 44 NORTH 88°13'59" WEST 31.74 FEET TO ITS INTERSECTION WITH SAID WESTERLY MARGIN OF HILLSIDE DRIVE AND THE POINT OF BEGINNING OF SAID LINE; THENCE LEAVING SAID SOUTH LINE NORTH 03°02'40" WEST 52.92 FEET; THENCE NORTH 27°20'14" EAST 52.39 FEET TO THE SOUTHERLY BOUNDARY OF LOT 1 OF HENDERSON COMMERCIAL PARK BINDING SITE PLAN, AS RECORDED FEBRUARY 1, 2008 UNDER RECORDING NUMBER 3986666, AND THE TERMINUS OF SAID LINE.

PARCEL B

THAT PORTION OF TRACT A OF HENDERSON COMMERCIAL PARK BINDING SITE PLAN, AS RECORDED FEBRUARY 1, 2008 UNDER RECORDING NUMBER 3986666, RECORDS OF THURSTON COUNTY, WASHINGTON, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF SAID BINDING SITE PLAN; THENCE SOUTH 63°28'16" EAST 0.63 FEET;
THENCE SOUTH 28°36'47" WEST 68.07 FEET;

THENCE SOUTH 27°20'14" WEST 70.82 FEET TO THE WESTERLY BOUNDARY
OF SAID TRACT A AND THE TERMINUS OF SAID LINE.

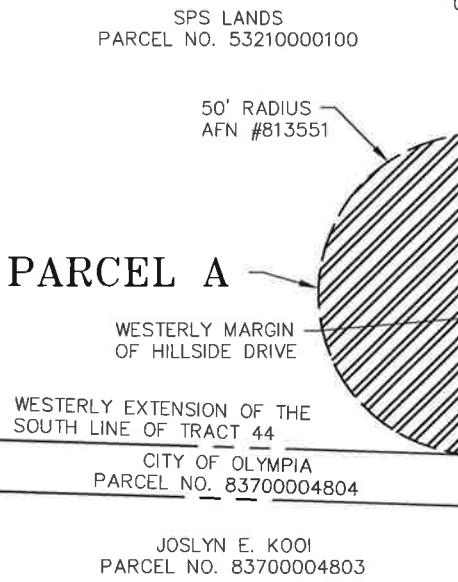
CONTAINING 6,335 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.



RIGHT OF WAY LINE TABLE		
ID	DIST	BEARING
L1	52.92	N03° 02' 40"W
L2	52.39	N27° 20' 14"E
L3	70.82	S27° 20' 14"W
L4	68.07	S28° 36' 47"W
L5	0.63	S63° 28' 16"E

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**LOT 1
HENDERSON COMMERCIAL PARK
BINDING SITE PLAN**



LEGEND

- PARCELS TO BE VACATED
- EXISTING PARCEL LINE
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- EXISTING CENTERLINE

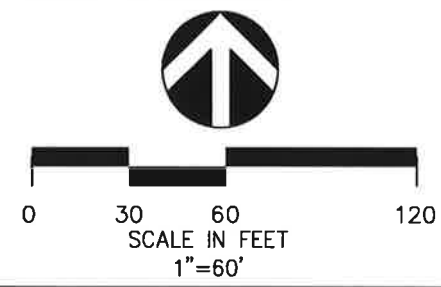


EXHIBIT B

PARCEL A AREA: 6,853 SF
 PARCEL B AREA: 514 SF

OWNER: CITY OF OLYMPIA
 OLYMPIA, WASHINGTON



**DAVID EVANS
AND ASSOCIATES INC.**

2106 Pacific Avenue Suite 400
 Tacoma Washington 98402
 Phone: 253.922.9780

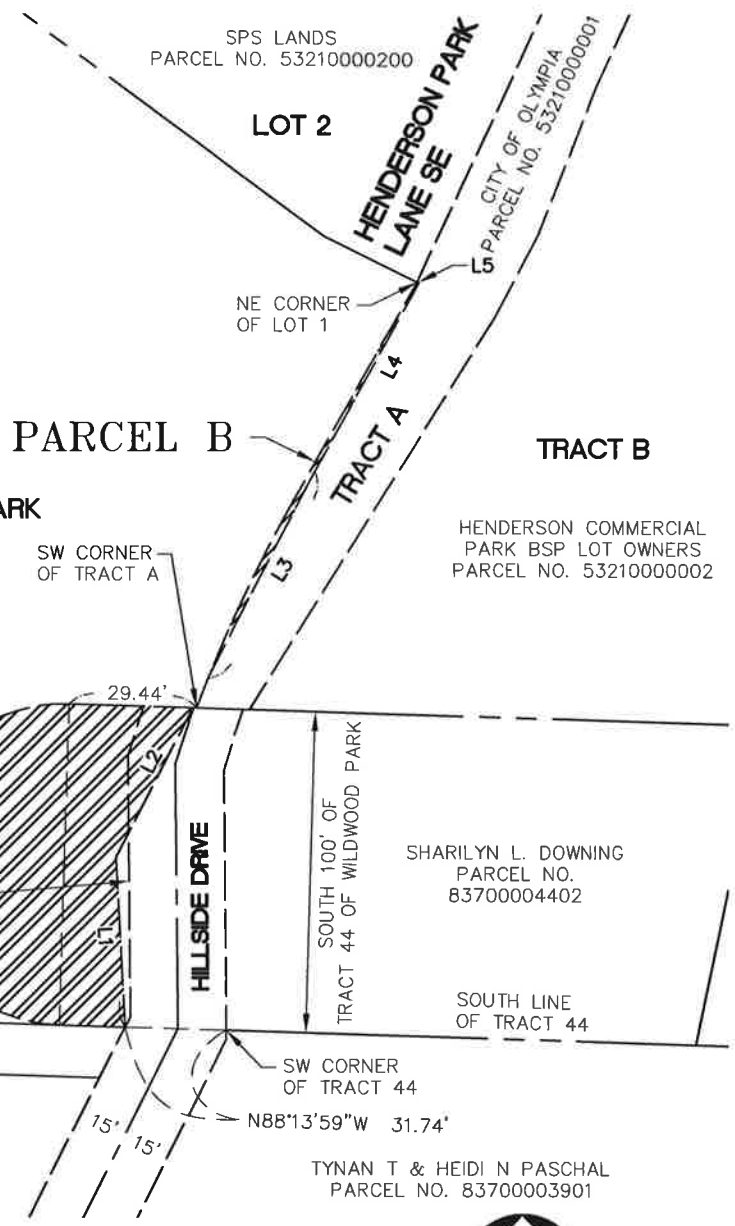


EXHIBIT C



EXHIBIT D

PURPOSE OF REQUEST AND STATEMENT OF PUBLIC BENEFIT

The request to vacate the described City of Olympia right-of-way and trail tract is to support the development of a new hotel on the adjacent property. The project is a benefit to the public and will provide quality hospitality service to visitors to the City. The following criteria contained in Olympia Municipal Code 12.16.100 are consistent with this request:

- a. The proposed vacation will not be materially detrimental to other properties in the vicinity and will be an asset for the city. Per the binding site plan, a condition was established that required the developer to plan for an extension to the Woodland Trail from the east side of the existing private road to the most SW point of the subject property. During the course of site planning, the City of Olympia Parks Department asked the Owner if they could modify the location of this trail extension to stagger the north property line, between the Hilton hotel and the proposed Marriott hotel. The reason for this request was that the Parks Department didn't think they could obtain permission to cross the railroad tracks and the new location would provide a better south-bound connection to the trail.

This new trail location caused a significant loss of parking stalls for the proposed Marriott project and it was originally thought that this property could be dedicated to the city in exchange for the city right-of-way property currently proposed to be vacated. However, it was determined that the trail property would be handled by an easement, instead of a dedication.

The city property proposed to be vacated looks to be in the shape of a cul-de-sac, something that clearly is not part of the City's long term plans for this area. Instead, the applicant is required to connect Hillside Drive with the private road for Fire Department use only.

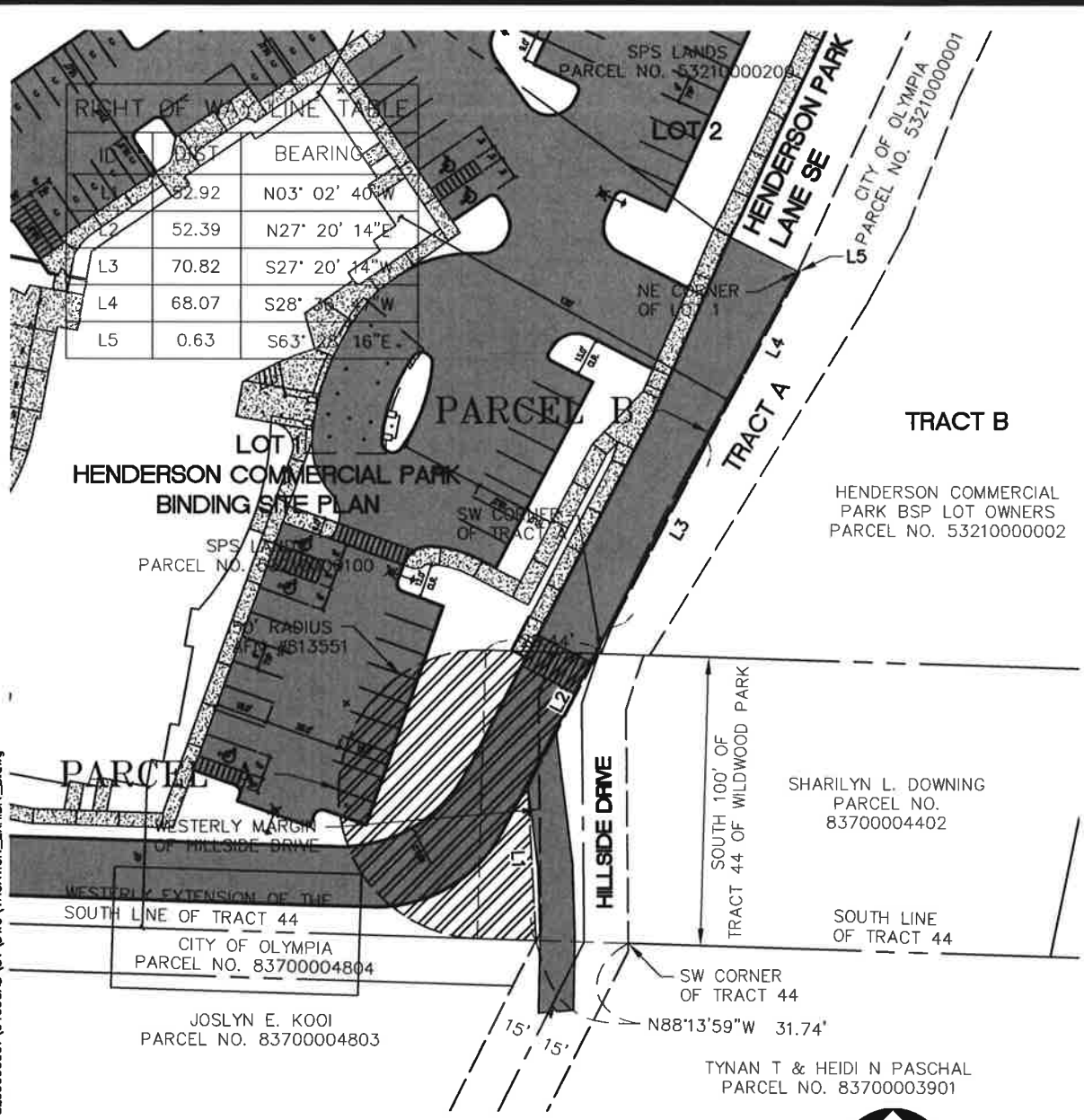
The loss of this cul-de-sac property will not deprive property of reasonable and convenient access, increase traffic safety hazards, or decrease transportation service levels.

- b. Per conversations with the city staff, this cul-de-sac property is not needed for general access, emergency services, utility facilities or other similar public purposes, nor is it needed as part of a long range circulation plan, pedestrian/bicycle pathway or street improvement plan. In essence this cul-de-sac land is being traded for a new pedestrian/bicycle path that is much more functional to the Parks Department.

- c. The subject vacation is consistent with the adopted Olympia Comprehensive Plan and all other related land use and circulation regulations and policies, including but not limited to the Olympia Development Standards and Titles 17 (Subdivisions) and 18 (Zoning) of the Olympia Municipal Code;
- d. The subject vacation would not directly or indirectly result in an adverse impact on historical or cultural resources, the natural environment or otherwise negatively affect an environmentally sensitive area as defined by Chapter 18.76 of the Olympia Municipal Code.

alpha 09/20/16 9:04am - P:\S\SPSL00000001\0400CAD\SV\DWG\VACATION_EXHIBIT_B.dwg

RIGHT OF WAY LINE TABLE		
LINE	DIST	BEARING
	52.92	N03° 02' 40"W
	52.39	N27° 20' 14"E
L3	70.82	S27° 20' 14"W
L4	68.07	S28° 30' 16"W
L5	0.63	S63° 16"E



HENDERSON COMMERCIAL PARK BINDING SITE PLAN

SPS LANDS
PARCEL NO. 53210000209

HENDERSON COMMERCIAL PARK BSP LOT OWNERS
PARCEL NO. 53210000002

SHARILYN L. DOWNING
PARCEL NO. 83700004402

JOSLYN E. KOOI
PARCEL NO. 83700004803

TYNAN T & HEIDI N PASCHAL
PARCEL NO. 83700003901

LEGEND

- PARCELS TO BE VACATED
- EXISTING PARCEL LINE
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- EXISTING CENTERLINE

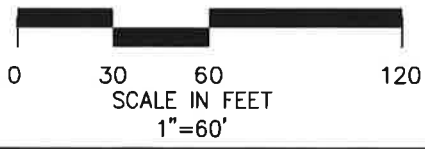


EXHIBIT E

PARCEL A AREA: 6,853 SF
 PARCEL B AREA: 514 SF
 OWNER: CITY OF OLYMPIA
 OLYMPIA, WASHINGTON



DAVID EVANS AND ASSOCIATES INC.

2106 Pacific Avenue Suite 400
 Tacoma Washington 98402
 Phone: 253.922.9780



November 23, 2016
File: 16-6270 Street Vacation

OMC 12.16.100 REVIEW CRITERIA WITH STAFF COMMENT

- A. The proposed vacation will not be materially detrimental to other properties in the vicinity, nor will it endanger public health, safety or welfare. Typical detriments or endangerments include, but are not limited to: depriving property of reasonable and convenient access; increasing traffic safety hazards; or decreasing transportation service levels.
- *The proposed vacation is not needed for access to adjacent properties. Retention of the remaining right-of-way of Hillside Drive SE provides for future pedestrian access.*
- B. The subject rights-of-way is not needed for general access, emergency services, utility facilities or other similar public purposes, nor is it necessary as part of a long range circulation plan, pedestrian/bicycle pathway plan or street improvement plan. Providing easements, relocating facilities or implementing other similar alternatives equal or superior to the existing or planned facilities may cause the petition to comply with this criteria;
- *The proposed vacation area is not used for general access. Emergency services, utility facilities or other similar public purposes and long range circulation needs will not be negatively impacted. The petitioner is proposing to adequately address pedestrian/bicycle access.*
- C. The subject vacation is consistent with the adopted Olympia Comprehensive Plan and all other related land use and circulation regulations and policies, including but not limited to the Olympia Development Standards and Titles 17 (Subdivisions) and 18 (Zoning) of the Olympia Municipal Code;
- *The proposed vacation is consistent with Council's priorities and goals.*
- D. The subject vacation would not directly or indirectly result in an adverse impact on historical or cultural resources, the natural environment or otherwise negatively affect an environmentally sensitive area as defined by Chapter 18.76 of the Olympia Municipal Code.
- *The proposed vacation does not negatively impact the area.*



16-6270 Hillside Drive SE Vacation

Vicinity Map



0 220 440 Feet 1 inch = 400 feet

Map printed 10/17/2016
 For more information, please contact:
 Name, Title
 Email
 (360) Phone.

This map is intended for 8.5x11" portrait printing.

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.





City Council

Downtown Public Restroom Update

Agenda Date: 1/3/2017
Agenda Item Number: 6.B
File Number: 17-0013

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

Title

Downtown Public Restroom Update

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Receive the update on a permanent restroom at the Artesian Commons Park and provide guidance regarding additional steps moving forward.

Report

Issue:

Receive an update on the Artesian Commons restroom project.

Staff Contact:

Mark Rentfrow, Downtown Liaison, CP&D, 360.570.3798

Presenter(s):

Mark Rentfrow, Downtown Liaison, Community Planning and Development, 360.570.3798
Fran Eide, City Engineer, Public Works, 360.753.8422

Background and Analysis:

Because of problems with vandalism, graffiti, and other illegal acts, most private businesses in the Downtown do not allow public use of their restrooms. In addition, public entities including the Port of Olympia, the State of Washington, LOTT and the City have curtailed public use of restrooms in the evenings and weekends. Lack of available public restrooms in downtown Olympia adds to public health and sanitation issues in the area.

The City Council and its Committees have discussed these issues numerous times over the past three years. Previous requests for assistance from the State through Department of Enterprise Services (DES) and from the Thurston County Board of Public Health have been denied.

- In March 2016 the City Council approved the use of 2015 year-end budget funds to address

these problems and authorized a pilot program. The pilot included the early morning clean team, expansion of access for the temporary restroom at the Artesian Commons, and further exploration of additional temporary restrooms.

- In June 2016 Council received an update on the early morning clean team provided by Capital Recovery Center. The Council also supported the installation of a second temporary restroom on city-owned property near the downtown Intercity Transit Center.
- In August 2016 the Finance Committee considered funding for a permanent restroom at Artesian Commons and made a recommendation to proceed. The General Government Committee reviewed that recommendation and concurred.
- In October 2016 the Olympia City Council voted to proceed with the funding and installation of a permanent restroom at the Artesian Commons Park beginning with design.
- In December 2016 DES submitted a draft proposal to the City of additional costs to extend the hours of restroom availability at the State-owned Heritage Park facility on Water Street from 7 PM - 12 AM (Attachment 1).

Staff have explored potential sites for two additional temporary restrooms, and begun discussions with city partners for the Downtown Welcome Center to explore inclusion of public restrooms as part of a new welcome center location in the future.

Neighborhood/Community Interests (if known):

Various Parking and Business Improvement Area (PBIA) and Olympia Downtown Association (ODA) members as well as many members of the public have commented on the problems of insufficient public restrooms downtown.

Options:

1. Continue only with the clean team and two temporary restrooms.
2. Continue to move forward with the Council directive to install a permanent restroom at the Artesian Commons Park.
3. Delay additional action on the Council directive
4. Pursue other options for public restrooms, including the DES proposal for Heritage Park.

Financial Impact:

The City will invest approximately \$35,000 to complete design of an Artesian Commons restroom with additional 2016 funds to be allocated toward the project pending Council approval. Total funding needed for an Artesian Commons restroom has been calculated at \$354,938 (Attachment 2).

Attachments:

Draft DES Proposal on Heritage Park
Artesian Commons Restroom Cost Matrix

Heritage Park Restrooms

DRAFT Discussion Paper

Purpose:

Explore the impacts and potential costs incurred by DES resulting from the City of Olympia's request for a 6-month lease to extend the operating hours of the Heritage Park restrooms until midnight daily. Impacts will include known fixed cost per month. Unknown but anticipated variable costs resulting from increased vandalism, and risks from tort liability.

The current hours of operation for the restroom are:

- Winter, (November 1 - March 31) are 7 a.m. - 7 p.m.
- Summer, (April 1 - October 31) are 7 a.m. - 9 p.m.

Fixed Costs:

Custodial: Assumes a condition assessment at the end of regular operating hours and an additional cleaning at ½ hour each for a total of 1 hour additional per day. DES custodial Rate is \$46/hr will be on overtime and charged at time and a half for \$69/hr.

- 30 days/month * 1 hour/day * \$69/hr = \$2070/month

Security: Assumes a WSP trooper on site for the duration of the extended operating hours. Per the State Patrol staffing requirements, a 6 Hour minimum is necessary to accommodate the additional hours. Also, troopers are not available to fill all overtime shifts; therefore, the WSP has to rely on sergeants and lieutenants. The information provided below reflects the average combined overtime costs for troopers, sergeants, and lieutenants.

Finally, some troopers may travel as far as King County to fill a shift. Therefore, 50 miles at \$.633 per mile is also added to the costs below.

Projected Security Costs:

- \$16,089 monthly for January, March, May, July, August, October, and December
- \$14,533 for February
- \$15,572 monthly for April, June, September, and November

The costs do not reflect potential salary increases starting July 1, 2017 and beyond.

Fixed monthly costs: Average: \$17,857/month

Heritage Park Restrooms

DRAFT Discussion Paper

Variable Costs:

In the event of vandalism occurring during these hours, or the presence of needles, graffiti or homeless encampments in the vicinity in excess of historical levels, costs will be recovered on a reimbursable basis. Hourly rate for Buildings and Grounds are:

- \$58 per hour for light services
- \$69 per hour for grounds services
- \$86 per hour for other trades work

Historical Costs:

<i>Fiscal Years 2014 and 2015 Select Heritage Park Restroom Costs</i>			
Response Type:	Labor Charges	Material Charges	Total
Camp	\$563	\$0	\$563
Complaint	\$675	\$479	\$1,154
Graffiti*	\$10,050	\$1,307	\$11,357
Needles	\$1,088	\$0	\$1,088
Repair	\$2,325	\$290	\$2,615
Vandalism	\$3,263	\$98	\$3,361
Custodial**	\$46,583	\$2,743	\$49,327
Other	\$1,219	\$271	\$1,489
Totals:	\$65,764	\$5,187	\$70,952
<small>*Material charges for Graffiti response were incomplete during this reporting period. Therefore, the material charges reported are based on 2007-09 Graffiti response work orders where materials were charged. This basis identified material charges as 13% of labor charges on this type of work.</small>			
<small>**Custodial costs are based on timecards for activity code 870 (Restroom cleaning) for the time period of July 1, 2013 thru June 30, 2015 (FY's 2014 and 2015).</small>			

Risk:

The City would need to agree to defend and hold the state harmless from tort liability claims and litigation arising from third party damages:

- Bodily injury resulting from damages or vandalism in or in the vicinity of the restroom
- Bodily injury resulting from crimes committed in the vicinity
- Private property damage resulting from crimes committed in the vicinity

ARTESIAN PARK RESTROOM

PROJECT 1691B

Estimate Date	12/14/2016
Council Update	1/3/2017
CITY LABOR - DESIGN	\$35,000
PERMIT and MISC.*	\$9,000
OTHER LABOR	\$0
CONSULTANT (design & construction)	\$0
CITY LABOR - CONSTRUCTION	\$35,000
RIGHT-OF-WAY ACQUISITION	\$0
CONTRACTOR	\$194,750
Tax 8.8%	\$17,138
Required Award Contingency 15%	\$31,783
TOTAL TO MANAGE TO	\$322,671
Project Contingency: 10%	\$32,267
Total Funding Needed	\$354,938
* Misc includes GFC and sewer connection fee	





City Council

Quasi-Judicial Decision on Ordinance on Cushing Street Rezone

Agenda Date: 1/3/2017
Agenda Item Number: 6.C
File Number: 16-1271

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

Title

Quasi-Judicial Decision on Ordinance on Cushing Street Rezone

Recommended Action

Committee Recommendation:

Not referred to a committee. The Hearing Examiner held a public hearing and issued his recommendation (attached).

City Manager Recommendation:

Approve on the first reading and forward to second reading the ordinance rezoning the Cushing Street property, as recommended by the Hearing Examiner.

Report

Issue:

Whether to approve on first reading and move to second reading the adoption of the attached ordinance amending the City of Olympia zoning map to rezone the Cushing Street property from Residential Six to Twelve Units per Acre (R 6-12) to High Density Corridor 3 (HDC 3).

Staff Contact:

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

Presenter(s):

Linda Bentley, Senior Planner, Community Planning & Development

Background and Analysis:

The Olympia Hearing Examiner held an open-record public hearing on October 10, 2016. On October 24, 2016, after considering the facts and one public comment in favor of the rezone, the Examiner recommended that the land use zoning of the Cushing Street property be changed from Residential Six to Twelve Units per Acre (R 6-12) to High Density Corridor 3 (HDC 3).

The Hearing Examiner decision (attached) concludes that the change in zoning designation meets all criteria in OMC 18.59.050 (attached): it is consistent with the Comprehensive Plan, including the Future Land Use map; maintains public health, safety and welfare; is consistent with development regulations; results in compatible adjacent zoning districts; and planned or existing public facilities

and services are adequate to support any changes allowed under the HDC 3 zoning.

In accordance with OMC 18.58.020, the proposed rezone was forwarded to the Olympia Planning Commission, which unanimously recommended approval of the rezone. City planning staff also recommended approval to the Hearing Examiner. Public testimony at the Hearing Examiner public hearing was limited to one person in favor of the proposal.

As provided in OMC 18.58.020 regarding site-specific rezones, the City Council must now consider the Hearing Examiner recommendation and make the final decision, based on the criteria in OMC 18.59.050 (attached). No further public comment or evidence is allowed. This is a closed record decision for Council.

The public was notified of and given the opportunity to comment on the State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) that was issued on September 6, 2016. The comment and appeal deadlines passed without comment.

Neighborhood/Community Interests (if known):

There has been no public opposition to the requested zoning.

Options:

1. Move to adopt the attached Ordinance amending the official zoning map of Olympia and, in particular, revising the zoning of the Cushing Street property from Residential Six to Twelve Units per Acre (R 6-12) to High Density Corridor 3 (HDC 3).
2. Move to adopt the Ordinance amending the official zoning map of Olympia with modifications.
3. Move to deny the rezone application.
4. Move to defer the decision to a later date.

Financial Impact:

No appreciable financial impact to the City stemming from the rezone.

Attachments:

Ordinance
Hearing Examiner Decision
Rezone Decision Criteria
Audio of Public Hearing - October 10, 2016

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING THE OFFICIAL CITY OF OLYMPIA ZONING MAP AND, IN PARTICULAR, REVISING THE ZONING OF THREE PARCELS, TAX PARCEL NOS. 85003701300, 95003701500 AND 8500370170, MORE COMMONLY KNOWN AS 123 AND 135 CUSHING STREET NW, OLYMPIA, WASHINGTON, FROM RESIDENTIAL SIX TO TWELVE UNITS PER ACRE (R 6-12) TO HIGH DENSITY CORRIDOR 3 (HDC-3)

WHEREAS, on March 29, 2016, Alicia Elliott submitted a request to change the zoning of three parcels, Tax Parcel Nos. 85003701300, 85003701500 and 85003701700, more commonly known as 123 and 135 Cushing Street NW (herein the "Cushing Street parcels"); and

WHEREAS, the Olympia Planning Commission (herein the "OPC") reviewed the request on July 11, 2016, and recommended to the Hearing Examiner that the rezone request was consistent with the Olympia Comprehensive Plan; and

WHEREAS, on September 6, 2016, pursuant to the State Environmental Policy Act, the City of Olympia issued a Determination of Non-Significance, which was not appealed; and

WHEREAS, on October 10, 2016, the Olympia Hearing Examiner (herein the "Examiner") held a duly-noticed, open-record public hearing regarding the request; and

WHEREAS, on October 24, 2016, the Examiner recommended that the land use zoning of the Cushing Street parcels be changed from Residential 6 to 12 Units per Acre (R 6-12) to High Density Corridor 3 (HDC-3); and

WHEREAS, the City Council hereby adopts the findings and conclusions as set forth in the Examiner's recommendation; and

WHEREAS, the City Council concludes, pursuant to OMC 18.58.040, that the rezone meets the requirements of OMC 18.59.050 and OMC 18.59.055; and

WHEREAS, this Official City of Olympia Zoning Map amendment meets the goals and requirements of the State of Washington Growth Management Act; and

WHEREAS, Chapters 35A.63 and 36.70A RCW and Article 11, Section 11 of the Washington State Constitution authorize and permit the City to adopt this Ordinance; and

WHEREAS, pursuant to OMC 18.82.240, this Ordinance is supported by the staff report and materials associated with this Ordinance;

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

Section 1. Amendment of Official Zoning Map. The Official City of Olympia Zoning Map is hereby amended by replacing the current Official City of Olympia Zoning Map with the map attached hereto as Exhibit 1, which is incorporated by reference as though fully set forth herein. This amendment changes the zoning of the "Cushing Street parcels" from R 6-12 to HDC-3.

Section 2. Amendment of Official Maps.

A. The City Manager or his designee is authorized to prepare such maps reflective this Ordinance. The Mayor is authorized but not required to sign an Official City of Olympia Zoning Map reflecting this Ordinance.

B. A copy of the Official City of Olympia Zoning Map is and shall be retained on file with the City Clerk.

Section 3. Findings. The recitals above are hereby adopted as findings, conclusions and decision in support of this Ordinance.

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

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darre Nienabe

DEPUTY CITY ATTORNEY

PASSED:

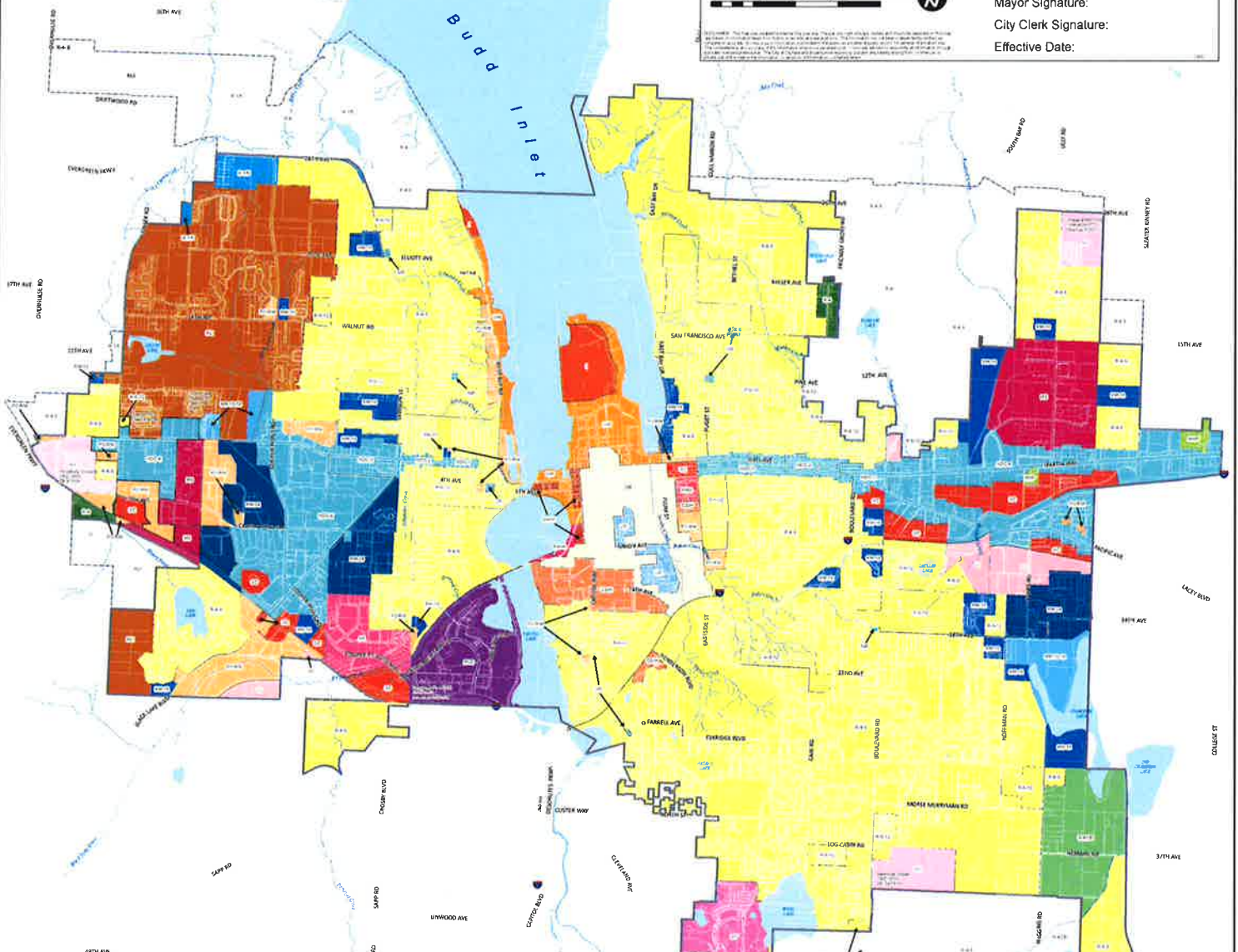
APPROVED:

PUBLISHED:

Exhibit 1 - 2016 ZONING MAP



Mayor Signature:
 City Clerk Signature:
 Effective Date:



Zoning Map Legend

- Olympia City Limits
 - Urban Growth Area
- Zone Name**
- | | |
|---|--|
| HIGH DENSITY CORRIDOR 1 | RESIDENTIAL 1 UNIT PER 5 ACRE |
| HIGH DENSITY CORRIDOR 2 | MIXED RESIDENTIAL 7-13 UNITS |
| HIGH DENSITY CORRIDOR 3 | MIXED RESIDENTIAL 10-18 UNITS |
| HIGH DENSITY CORRIDOR 4 | RESIDENTIAL MULTIFAMILY 18 UNITS |
| AUTO SERVICES | RESIDENTIAL MULTIFAMILY 24 UNITS |
| COMMERCIAL SERVICE HIGH DENSITY | SINGLE-FAMILY RESIDENTIAL (CHAMBERS BASIN) |
| COMMUNITY ORIENTED SHOPPING CENTER | SINGLE-FAMILY RESIDENTIAL 4 |
| DOWNTOWN BUSINESS | SINGLE-FAMILY RESIDENTIAL 4-6 |
| GENERAL COMMERCIAL | TWO FAMILY RESIDENTIAL 6-12 |
| INDUSTRIAL | MANUFACTURED HOUSING PARK |
| LIGHT INDUSTRIAL | RESIDENTIAL LOW IMPACT |
| HIGH RISE MULTIFAMILY | RESIDENTIAL MIXED USE |
| MEDICAL SERVICE | PLANNED UNIT DEVELOPMENT |
| PROFESSIONAL OFFICE/RESIDENTIAL MULTIFAMILY | NEIGHBORHOOD VILLAGE |
| NEIGHBORHOOD RETAIL | URBAN RESIDENTIAL |
| | URBAN VILLAGE |
| | URBAN WATERFRONT |
| | URBAN WATERFRONT HOUSING |



**OLYMPIA
HEARING EXAMINER
RECOMMENDATION**

Community Planning & Development
601 4th Avenue E. – PO Box 1967
Olympia WA 98501-1967
Phone: 360.753.8314
Fax: 360.753.8087
cpdinfo@ci.olympia.wa.us
www.olympiawa.gov

October 25, 2016

Greetings,

**Subject: Cushing Rezone
Case# 16-0045**

The enclosed **corrected** recommendation of the Olympia Hearings Examiner, hereby issued on the above date. The Examiner's **corrected** recommendation will be forwarded to the City Council. Review of this **corrected** recommendation by the Council has not yet been scheduled. When initial Council consideration of this **corrected** recommendation has been scheduled, notice will be provided to all parties directly receiving this letter.

Please note that the accompanying **corrected** recommendation is **not** the final decision of the City of Olympia. Accordingly, this **corrected** recommendation is not appealable. The City Council will determine what process to use for considering this **corrected** recommendation.

Please contact the City of Olympia, Community Planning and Development Department, at 601 4th Avenue E or at PO Box 1967, Olympia, WA 98507-1967, by phone at 360-753-8314, or by e-mail at cpdinfo@ci.olympia.wa.us if you have any questions.

Sincerely,

Suki Bell-Sullivan
Office Specialist III
Community Planning & Development

1 BEFORE THE CITY OF OLYMPIA HEARINGS EXAMINER

2 IN RE:) HEARING NO. 16-0045
3 CUSHING STREET REZONE,) [CORRECTED]
4) FINDINGS OF FACT,
5 Applicant.) CONCLUSIONS OF LAW,
6) DECISION AND RECOMMENDATION
7) TO CITY COUNCIL

8 **APPLICANT:** Alicia Elliott
9 6326 Cedar Flats Road SW
10 Olympia, Washington 98512

11 **REPRESENTATIVES:**

12 Jeff Synder
13 218 1/2 4th Avenue W., Suite E
14 Olympia, Washington 98501

15 **SUMMARY OF REQUEST:** Rezoning of three parcels along Cushing Street NW, located just
16 south of Harrison Avenue from R6-12 to HDC-3.

17 **PROJECT LOCATION:**

18 123 and 135 Cushing Street NW, Olympia, Washington, 98502, Parcel Nos. 85003701300,
19 85003701500 and 85003701700.

20 **SUMMARY OF DECISION:**

21 The Hearing Examiner recommends to the City Council that the Cushing Street properties be
22 rezoned from Residential 6-12 Units per Acre to High Density Corridor 3.

23 **DESCRIPTION OF SITE**

24 The subject property includes two historic homes located on Cushing Street NW a short
25 distance south of Harrison Avenue and just east of the Harrison/Division Street intersection. All
adjoining properties to the west and north are commercial properties abutting either Division
Street or Harrison Avenue. All adjoining properties to the east and south are low density
residential properties. The subject properties are, therefore, at the meeting point between
commercial and residential neighborhoods.

The two existing residences are both found on the City's Historical Register: The
property at 123 Cushing Street NW is referred to as the "McIntyre House". It was constructed in
the 1890's and was continuously used by the McIntyre family for the next century. The

*[Corrected] Findings of Fact,
Conclusions of Law,
Decision and Recommendation
to City Council - 1*

CITY OF OLYMPIA HEARING EXAMINER
299 N.W. CENTER ST. / P.O. BOX 939
CHEHALIS, WASHINGTON 98532
Phone: 360-748-3386/Fax: 748-9533

1 residence at 135 Cushing Street NW is known as the "Adams House". It was constructed by
2 John Adams around 1900. Mr. Adams immigrated from Finland and was employed for many
years by the City of Olympia. In the 1960's this residence was converted into a triplex.

3 The owner of these properties has gone to considerable effort to maintain these historic
4 properties. The owner has also acquired several adjoining parcels on the west half of the block
abutting Division Street, and has used a portion of these properties to construct a community
5 park/gathering center/farmer's market.

6 The property's current zoning of R6-12 is intended primarily for residential use but it also
allows for a small amount of commercial use. The Applicant seeks to rezone the property to
7 High Density Corridor 3 in order to convert the use of these historic buildings into a small
restaurant and five-room lodging house.
8

9 There has been no public opposition to the requested rezoning.

10 PUBLIC HEARING

11 Prior to the public hearing I undertook a site examination of the subject properties and the
surrounding blocks.

12 The public hearing commenced at 6:30 p.m. on Monday, October 10, 2016, in the
13 Council Chambers in City Hall. The City appeared through Michelle Sadlier and Tim Smith of
the Planning Department. The Applicant, Alicia Elliott, appeared in person along with her
14 representative, Jeff Snyder. Only two other members of the public were present but only one
provided testimony. A verbatim recording was made of the public hearing and all testimony was
15 taken under oath. Testimony from the City was received from Ms. Sadlier and Mr. Smith.
16 Testimony from the Applicant was received from Mr. Snyder. In advance of the hearing
Michelle Sadlier prepared a Staff Report (Exhibit 1) which includes several attachments. No
17 additional exhibits were received prior to or during the hearing.

18 Ms. Sadlier confirmed that City Staff recommends approval of the change in the site's
zoning to HDC-3. Ms. Sadlier believes that the request satisfies all five requirements of OMC
19 18.59.050(a) - (e) for rezone approval. More specifically, Ms. Sadlier believes that the change
in zoning will be consistent with the Comprehensive Plan; will maintain public health, safety or
20 welfare; is consistent with Development Regulations; will result in compatible adjacent zoning
districts and that there are adequate planned or existing public facilities and services.
21

22 Ms. Sadlier recognizes that, although there has been no public opposition to this
requested rezone, there is a question as to its consistency with the City's Comprehensive Plan.
23 More specifically, the Comprehensive Plan's Future Land Use Map identifies the subject
property as being within an area designated as Low Density Neighborhood. This land use
24 designation is inconsistent with a zoning designation of High Density Corridor 3. This problem
is overcome, however, by the Comprehensive Plan's recognition that zoning designations may
25

*[Corrected] Findings of Fact,
Conclusions of Law,
Decision and Recommendation
to City Council - 2*

**CITY OF OLYMPIA HEARING EXAMINER
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1 deviate from the Future Land Use Map by up to two hundred feet. Within two hundred feet of
2 the subject property, along both its west and north boundaries, are areas designated as "Urban
3 Corridor" on the Future Land Use Map. A zoning designation of HDC-3 is consistent with the
4 land use designation of Urban Corridor. In other words, the City's Comprehensive Plan provides
5 for some measure of flexibility when determining whether a zoning designation is consistent
6 with the Plan's intended land use and that, relying on this flexibility, the proposed rezoning is
7 consistent with the Comprehensive Plan's Future Land Use Map.

8
9 Apart from this issue of consistency with the Future Land Use Map there is no other
10 significant issue relating to its approval; the City's Planning Commission has voted unanimously
11 to recommend the rezone; City Staff recommends its approval; and there has been no public
12 opposition.

13
14 Ms. Sadlier adds that it is important to remember that even if the subject properties are
15 rezoned to HDC-3 the buildings themselves remain protected under the City's Historic
16 Preservation Ordinance. Thus, while rezoning may provide for a longer list of potential uses for
17 these buildings it will not dramatically affect their appearance or the surrounding grounds and
18 outbuildings. As a result of their historic recognition only minimal changes to the buildings and
19 surrounding spaces will be permitted; the buildings historic character must be retained and
20 preserved; and any deteriorated historic features must be repaired rather than replaced. Rezoning
21 thus allows these buildings to be put to greater use but not at the expense of eliminating their
22 historic character.

23
24 Ms. Sadlier completed her testimony by reviewing the five requirements for rezoning set
25 forth in OMC 18.59.050 and explained why the rezoning satisfies each requirement, all as set
forth more fully in the Staff Report.

Following Ms. Sadlier's testimony Jeff Snyder spoke briefly on behalf of the Applicant.
Mr. Snyder supported the positions taken by City Staff and added that rezoning will provide the
necessary incentive to ensure that these historic buildings are well maintained.

Only two members of the public were present and only once asked to testify. Robin
Healy, who lives nearby on Decatur NW, simply wished to express his strong support for the
rezone.

Again, the proposed rezoning has the unanimous support of the City Planning
Commission, City Planning Staff and the public. I therefore recommend approval of the
rezoning and make the following Findings/Conclusions with respect to the five rezoning criteria
found in OMC 18.59.050:

1. **OMC 18.59.050(a). The rezone is consistent with the Comprehensive Plan
including the Future Land Use Map.** As noted above, the Future Land Use Map designates the
subject property as Low Density Residential. This land use designation is not consistent with a

*[Corrected] Findings of Fact,
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Decision and Recommendation
to City Council - 3*

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1 zoning designation of HDC-3. The Comprehensive Plan recognizes, however, that properties
2 within two hundred feet of another land use designation may be appropriate for that other land
3 use. The subject property is bordered on both the north and west by areas designated as "Urban
4 Corridor" in the Future Land Use Map. The site is well within two hundred feet of areas west
5 and north designated as Urban Corridor. HDC-3 zoning is fully compatible with the Urban
6 Corridor land use designation. The rezoning is therefore consistent with the Future Land Use
7 Map.

8 The Staff Report, commencing at page 5, contains Findings relating to the project's
9 consistency with the Comprehensive Plan. City Staff finds that the proposed rezoning is
10 consistent with the Comprehensive Plan including: GL1 as well as PL1.2 and PL1.6; GL11
11 together with PL11.3 and PL11.4; GL13 including PL13.5 and PL13.7; GL3 including PL3.2 and
12 PL3.6; and GL5 including PL5.5 and PL5.8. The Hearing Examiner has reviewed those
13 proposed Findings and adopts them as his own Findings of Fact and concludes that the proposed
14 rezone is consistent with the Comprehensive Plan.

15 **2. OMC 18.50.050(b). The rezone will maintain the public, health, safety or
16 welfare.** As noted in the Staff Report at pages 7 and 8, a rezoning to HDC-3 is unlikely to result
17 in any substantial redevelopment of the parcels due to their current historic preservation
18 designation. Improvements to the properties for commercial uses must be made within the
19 confines of the historic preservation regulations. As a result there will be greater incentive to
20 restore and maintain these historic properties.

21 Existing roads and public transportation options, as well as sewer, water, solid waste, and
22 emergency services have all been deemed adequate by City Staff. I therefore conclude that the
23 rezone will maintain the public health, safety or welfare.

24 **3. OMC 18.59.050(c). The rezone is consistent with other development
25 regulations that implement the Comprehensive Plan.** As already noted, any modifications to
the existing buildings must be in accordance with the Historic Preservation Regulations found in
Chapter 18.12 OMC. These regulations will ensure the historic integrity of the buildings even
when converted to commercial uses. I therefore conclude that the rezoning is consistent with
Development Regulations.


**4. OMC 18.59.050(d). The rezone will result in a district that is compatible
with adjoining zoning districts.** All properties to the north and west of the site are already
zoned HDC-3. The rezoning is compatible with these adjoining properties. At the same time any
future development of the site for commercial use will be required to be compatible with the
residential properties to the south and east. I therefore conclude that the rezoning will result in
compatible adjacent zoning districts.

**5. OMC 18.59.050(e). Public facilities and services existing and planned for the
area are adequate and likely to be available to serve potential development allowed by the
proposed zone.** As previously noted, currently available facilities and services are adequate for
the intended use of these properties. Water, sewer, solid waste, fire and other emergency

1 services are already provided to the site. The existing street network and transportation
2 alternatives adequately serve the site, especially when considering when future uses must
3 maintain the historic integrity of these properties. I therefore conclude that public facilities and
4 services existing and planned for the area are adequate and likely to be available to serve
5 potential development allowed by the proposed zone.

6 The first three of these requirements, OMC 18.50.050(a) through (c) are mandatory
7 requirements for rezone approval, while compliance with subsections (d) and (e) is optional.
8 Nonetheless, I conclude that the requested rezone to HDC-3 complies with all five requirements,
9 (a) through (e).

10 DATED this 24th day of October, 2016.

11 
12 _____
13 Mark C. Scheibmeir
14 City of Olympia Hearing Examiner
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Olympia Municipal Code

Decision Criteria for Rezone Requests

18.59.050 Decision criteria for rezoning requests

The following criteria will be used to evaluate each rezoning request. A zoning map amendment shall only be approved if the Council concludes that at minimum the proposal complies with subsections A through C. To be considered are whether:

- A. The rezoning is consistent with either the Comprehensive Plan including the Plan's Future Land Use map as described in OMC [18.59.055](#) or with a concurrently approved amendment to the Plan.
- B. The rezoning will maintain the public health, safety, or welfare.
- C. The rezoning is consistent with other development regulations that implement the comprehensive plan.
- D. The rezoning will result in a district that is compatible with adjoining zoning districts; this may include providing a transition zone between potentially incompatible designations.
- E. Public facilities and services existing and planned for the area are adequate and likely to be available to serve potential development allowed by the proposed zone.