



# Meeting Agenda

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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Tuesday, April 19, 2022

7:00 PM

Council Chambers  
Online/Via Phone

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Register to Attend Virtually:

[https://us02web.zoom.us/webinar/register/WN\\_g3yB6nX3SWG2-Ga0QteCA](https://us02web.zoom.us/webinar/register/WN_g3yB6nX3SWG2-Ga0QteCA)

**1. ROLL CALL**

**1.A ANNOUNCEMENTS**

**1.B APPROVAL OF AGENDA**

**2. SPECIAL RECOGNITION**

**2.A [22-0388](#) Special Recognition - Proclamation Recognizing April as Earth Month**

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

**3. PUBLIC COMMENT**

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

*During this portion of the meeting, community members may address the City Council regarding items related to City business, including items on the Agenda. In order for the City Council to maintain impartiality and the appearance of fairness in upcoming matters and to comply with Public Disclosure Law for political campaigns, speakers will not be permitted to make public comments before the Council in these 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 two (2) minutes or less. In order to hear as many people as possible during the 30-minutes set aside for Public Communication, the City Council will refrain from commenting on individual remarks until all public comment has been taken. The City Council will allow for additional public comment to be taken at the end of the meeting for those who signed up at the beginning of the meeting and did not get an opportunity to speak during the allotted 30-minutes.*

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

**4. CONSENT CALENDAR**

*(Items of a Routine Nature)*

**4.A [22-0327](#) Approval of March 29, 2022 City Council Meeting Minutes**

- Attachments:** [Minutes](#)
- 4.B**    [22-0385](#)    Approval of April 12, 2022 City Council Work Session Meeting Minutes
- Attachments:** [Minutes](#)
- 4.C**    [22-0377](#)    Approval of Bills and Payroll Certification
- Attachments:** [Bills and Payroll](#)
- 4.D**    [22-0311](#)    Approval of an Appointment to the Parks and Recreation Advisory Committee to a Fill Vacancy
- Attachments:** [Gerken Application](#)
- 4.E**    [22-0380](#)    Approval of 2022 Advisory Committee Work Plans
- Attachments:** [2022 Arts Commission Work Plan](#)  
[2022 Arts Commission Municipal Art Plan](#)  
[2022 BPAC Committee Work Plan](#)  
[2022 Design Review Work Plan](#)  
[2022 Heritage Commission Work Plan Cover Letter](#)  
[2022 Heritage Commission Work Plan](#)  
[2022 PRAC Work Plan](#)  
[2022 PBIA Work Plan](#)  
[2022 Planning Commission Work Plan Cover Letter](#)  
[2022 Planning Commission Work Plan](#)  
[2022 Utility Advisory Committee Work Plan](#)
- 4.F**    [22-0315](#)    Approval of a Labor Contract with the American Federation of State, County and Municipal Employees (AFSCME) Local 618-0
- Attachments:** [Labor Contract](#)  
[Economic Agreement Summary](#)
- 4.G**    [22-0366](#)    Approval of a Substantial Amendment to Program Year 2021 Community Development Block Grant Annual Action Plan
- Attachments:** [Draft Program Year 2021 Substantial Amendment](#)
- 4.H**    [22-0364](#)    Approval of a Resolution to Establish a 2030 Greenhouse Gas Emissions Reduction Target
- Attachments:** [Resolution](#)  
[High Impact Action Analysis](#)  
[Presentation](#)
- 4.I**    [22-0347](#)    Approval of a Resolution Ratifying a Contract with Lakeside Industries for Emergency Repairs of Pavement on Henderson Boulevard SE
- Attachments:** [Resolution](#)

- 4.J**     [22-0365](#)     Approval of a Resolution Ratifying Application and Accepting the Washington State Department of Commerce Connecting Housing to Infrastructure Program Grant for The Family Support Center Project  
*Attachments:*   [Resolution](#)  
                          [CHIP Grant Application](#)  
                          [CHIP Grant Award Letter](#)
- 4.K**     [22-0369](#)     Adoption of a Resolution Approving Amendment No. 1 to the City Manager Employment Agreement with Steven J. (“Jay”) Burney and Authorizing Mayor Cheryl Selby to Sign Amendment No. 1 on behalf of the Olympia City Council  
*Attachments:*   [Resolution](#)  
                          [Amendment No. 1](#)
- 4.L**     [22-0370](#)     Approval of a Resolution Authorizing an Interlocal Agreement with the Thurston County Prosecuting Attorney’s Office for Prosecution Services  
*Attachments:*   [Resolution](#)  
                          [Agreement](#)
- 4.M**     [22-0379](#)     Approval of a Resolution Authorizing the City Manager to Sign a Contract with Ogden Murphy Wallace, P.L.L.C. for Police Auditor Services  
*Attachments:*   [Resolution](#)  
                          [Amendment 2 OMW Police Auditor](#)
- 4.N**     [22-0392](#)     Approval of a Resolution Ratifying and Confirming Authorization and Signature by the City Manager of a Memorandum of Understanding with MultiCare Health System d/b/a MultiCare Capital Medical Center in Support of its Provision of Health Care to the Indigent, Uninsured, and Underinsured  
*Attachments:*   [Resolution](#)  
                          [Memorandum of Understanding](#)

#### **4. SECOND READINGS (Ordinances) - NONE**

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

- 4.O**     [22-0312](#)     Approval of an Ordinance Adopting Clarifying Amendments to Titles 14, 15, 16, and 18 of Olympia Municipal Code  
*Attachments:*   [Ordinance](#)  
                          [Proposed Amendments](#)  
                          [Public Comments](#)
- 4.P**     [22-0373](#)     Approval of an Ordinance Amending Ordinance 7305 (First Quarter 2022 Budget Amendment)  
*Attachments:*   [Ordinance](#)

- 4.Q [22-0375](#) Approval of an Ordinance Amending Olympia Municipal Code Chapter 13.08 - Sewers

Attachments: [Ordinance](#)  
[Summary Table](#)

5. **PUBLIC HEARING - NONE**

6. **OTHER BUSINESS**

- 6.A [22-0387](#) Regional Fire Authority Planning Briefing

Attachments: [Project Schedule](#)  
[Statement of Shared Values and Principles](#)  
[Community Engagement Approach](#)

- 6.B [22-0386](#) Joint Animal Services Update

- 6.C [22-0391](#) Approval of Appointments of the Inaugural Members of the Social Justice and Equity Commission

Attachments: [Bassale Application and Resume](#)  
[Chan Application](#)  
[Lloyd Application and Resume](#)  
[Martin Application](#)  
[Mohamedali Application and Resume](#)  
[Nguyen Application and Resume](#)  
[Nunez Application and Resume](#)  
[Ozmun-Wells Application and Resume](#)  
[Santana-Gomez Application and Resume](#)  
[Wak-ishwit Application](#)  
[Watkinson Application](#)

7. **CONTINUED PUBLIC COMMENT**

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

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

9. **CITY MANAGER'S REPORT AND REFERRALS**

10. **ADJOURNMENT**

*The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please contact the 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 - Proclamation Recognizing April as Earth Month

**Agenda Date:** 4/19/2022  
**Agenda Item Number:** 2.A  
**File Number:**22-0388

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

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#### **Title**

Special Recognition - Proclamation Recognizing April as Earth Month

#### **Recommended Action**

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

Not referred to a committee.

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

Move to recognize April as Earth Month.

#### **Report**

##### **Issue:**

Whether to recognize April as Earth Month in the City of Olympia.

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

Susan Grisham, Assistant to the City Manager, 360.753.8244

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

City Council

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

The first Earth Day on April 22, 1970 included an environmental teach-in that educated Americans about environmental and conservation issues.

20 million Americans took to the streets, parks, and auditoriums to call for a healthy, sustainable environment in massive coast-to-coast rallies. Thousands of colleges and universities organized demonstrations and teach-ins against the deterioration of the environment.

Earth Day 1970 activated a bipartisan spirit that motivated the passing of the Clean Air, Clean Water, and Endangered Species Acts. Many other groundbreaking environmental laws soon followed.

Earth Day had reached into its status as the largest secular observance in the world, celebrated by more than a billion people every year, and a day of action that changes human behavior and provokes policy changes.

In Olympia, the Procession of the Species was created in 1995 to commemorate the 25<sup>th</sup> anniversary of Earth Day. Local businesses, schools, environmental organizations and others have raised over 100 Earth flags in Olympia to unite those working in the interest of the planet, inspire participation, and build action through local activism and global environmental consciousness.

The Olympia community recognizes the entire month of April as Earth Month and urges other to do the same.

**Attachments:**

Proclamation

**PROCLAMATION**

*WHEREAS, Earth Day was created 52 years ago, recognizing the importance for everyone to participate in preserving our natural resources, and on that first Earth Day 20 million Americans rallied for a healthy, sustainable environment; and*

*WHEREAS, the global community now faces extraordinary challenges such as global health issues, food and water shortages, and economic struggles; and*

*WHEREAS, all life forms on Earth have a right to a healthy, sustainable environment; and*

*WHEREAS, Jay Inslee, the Governor of Washington State has proclaimed the month of April to be Earth Month in Washington State, in recognition of the urgency of enlisting all people to protect and sustain life on the planet; and*

*WHEREAS, Olympia has followed suit and declared an entire Earth Month and urges others to do the same; and*

*WHEREAS, the Procession of the Species was created in 1995 to commemorate the 25<sup>th</sup> Anniversary of Earth Day and to support Congressional renewal of the Endangered Species Act, inspiring thousands, young and old, to deepen their understanding, appreciation, and protection of the natural world; and*

*WHEREAS, all of us, as caretakers of our planet, have an obligation to change the human behaviors that contribute to climate change and environmental degradation to preserve the Earth's beauty as well as its resources; and*

*WHEREAS, our local citizens, schools, environmental organizations and businesses have raised over 100 Earth Flags to unite those during the entire month working in the interest of the planet, and to build intergenerational action through local activism and global environmental consciousness; and*

*NOW THEREFORE, BE IT RESOLVED, that the Olympia City Council does hereby proclaim April as*

**EARTH MONTH**

*SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 19<sup>th</sup> DAY OF APRIL, 2022.*

**OLYMPIA CITY COUNCIL**

*Cheryl Selby  
Mayor*





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

## City Council

### Approval of March 29, 2022 City Council Meeting Minutes

**Agenda Date:** 4/19/2022  
**Agenda Item Number:** 4.A  
**File Number:**22-0327

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

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**Title**

Approval of March 29, 2022 City Council Meeting Minutes



# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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**Tuesday, March 29, 2022**

**7:00 PM**

**Online and Via Phone**

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**Register to attend:**

[https://us02web.zoom.us/webinar/register/WN\\_D517vzqmRJ6Ffha9FCDB7A](https://us02web.zoom.us/webinar/register/WN_D517vzqmRJ6Ffha9FCDB7A)

### 1. ROLL CALL

**Present:** 7 - Mayor Cheryl Selby, Mayor Pro Tem Clark Gilman, Councilmember Jim Cooper, Councilmember Y  n Hu  nh, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Dontae Payne

### 1.A ANNOUNCEMENTS

Mayor Selby announced the City Council met earlier in Executive Session and no decisions were made.

### 1.B APPROVAL OF AGENDA

The agenda was approved.

### 2. SPECIAL RECOGNITION - NONE

### 3. PUBLIC COMMENT - NONE

### 4. CONSENT CALENDAR

4.A [22-0303](#) Approval of March 22, 2022, City Council Study Session Meeting Minutes

The minutes were adopted.

4.B [22-0304](#) Approval of March 22, 2022, City Council Meeting Minutes

The minutes were adopted.

4.C [22-0297](#) Approval of Reappointments to Advisory Committees and Commissions

The decision was adopted.

4.D [22-0301](#) Approval of Recommended Designs for Ten Traffic Box Wraps

The decision was adopted.

- 4.E [22-0298](#) Approval of a Resolution Authorizing an Application for and Acceptance of an Edward Byrne Memorial Justice Assistance Grant for Olympia Police Department Training

**The resolution was adopted.**

- 4.F [22-0277](#) Approval of a Resolution Authorizing an Application for a Heritage Capital Projects Grant for the Armory Creative Campus

**The resolution was adopted.**

- 4.G [22-0278](#) Approval of a Resolution Authorizing a Professional Services Agreement for Hearing Examiner Services with Attorney, Mark Scheibmeir

**The resolution was adopted.**

- 4.H [22-0300](#) Approval of a Resolution Authorizing an Agreement with the Washington Center for the Performing Arts Related to Capital Improvements

**The resolution was adopted.**

- 4.I [22-0302](#) Approval of a Resolution Authorizing an Agreement with Gray & Osborne Inc. for the Boulevard Road Reservoir Rehabilitation Project

**The resolution was adopted.**

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

- 4.J [22-0279](#) Approval of an Ordinance Amending Ordinance 7304 (Operating, Special and Capital Budgets) - 2021 Final Budget Amendment

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

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

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

**Aye:** 7 - Mayor Selby, Mayor Pro Tem Gilman, Councilmember Cooper, Councilmember Huynh, Councilmember Madrone, Councilmember Parshley and Councilmember Payne

#### **4. FIRST READINGS (Ordinances) - NONE**

### **5. PUBLIC HEARING**

- 5.A [22-0281](#) Public Hearing to Consider a Substantial Amendment to the Program Year 2021 Community Development Block Grant Annual Action Plan

Housing Program Manager Darian Lightfoot gave an overview of the 2021 substantial amendment to the Program Year 2021 Community Development Block Grant Annual Action Plan.

Mayor Selby opened the public hearing at 7:16 p.m. No one spoke. The public hearing was closed at 7:17 p.m.

The 30 day public comment period will remain open until April 11, 2022 at 12:00 p.m. The amendments will return to the City Council for consideration on April 19, 2022.

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

## **6. OTHER BUSINESS**

### **6.A [22-0308](#) Timberland Regional Library Update**

Timberland Regional Library Executive Director Cheryl Heywood gave an update on the library operations.

Councilmembers asked clarifying questions.

**The information was received.**

### **6.B [22-0307](#) 2022 Legislative Session Wrap Up**

Legislative Liaison Susan Grisham introduced contract lobbyist Debora Munguia. Ms. Munguia provided an overview of the 2022 legislative session. Ms. Grisham asked the Council to discuss their preliminary ideas for the 2023 legislative session agenda.

Councilmembers asked clarifying questions.

**The information was received.**

## **7. CONTINUED PUBLIC COMMENT - NONE**

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

Councilmembers reported on meetings and event attended.

## **9. CITY MANAGER'S REPORT AND REFERRALS**

City Manager Jay Burney reported that he will give an update on the Regional Fire Authority process at the April 19 meeting.

## **10. ADJOURNMENT**

The meeting adjourned at 8:33 p.m.



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

## City Council

### Approval of April 12, 2022 City Council Work Session Meeting Minutes

**Agenda Date:** 4/19/2022  
**Agenda Item Number:** 4.B  
**File Number:**22-0385

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

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**Title**

Approval of April 12, 2022 City Council Work Session Meeting Minutes



# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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**Tuesday, April 12, 2022**

**5:30 PM**

**Online and Via Phone**

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### Work Session

Watch Meeting: [https://www.youtube.com/watch?v=s5Tn\\_Vjb9dQ](https://www.youtube.com/watch?v=s5Tn_Vjb9dQ)

## 1. ROLL CALL

**Present:** 7 - Mayor Cheryl Selby, Mayor Pro Tem Clark Gilman, Councilmember Jim Cooper, Councilmember Y  n Hu  nh, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Dontae Payne

## OTHERS PRESENT

Jay Burney, City Manager  
Debbie Sullivan, Assistant City Manager  
Keith Stahley, Assistant City Manager  
Kellie Purce Braseth, Strategic Communications Director  
Alyssa Wiedenheft, Performance Management Specialist  
Tevin Medley, Facilitator, Athena Group  
Meg Martin, Interfaith Works  
Mary Roberts, Homes First  
Meagan Darrow, TOGETHER!  
Hillary Detamore, YWCA of Olympia  
Shelly Willis, Family Education and Support Services  
Derek Harris, Community Youth Services  
Jay Banks, Pizza Klatch  
Tambra Donahue, Monarch  
Deb Crockett, Garden Raised Bounty  
Trish Gregory, Family Support Center of South Sound  
Malika Lamont, Reimagining Public Safety Community Work Group  
Christina Daniels, Reimagining Public Safety Community Work Group

## 2. BUSINESS ITEM

### 2.A [22-0337](#) Joint Meeting with Non-Profit Organizations Regarding Reimagining Public Safety

Staff, Councilmembers and representatives from community non-profits participated in a facilitated discussion regarding reimagining public safety.

**The study session was completed.**

**3. ADJOURNMENT**

The meeting adjourned at 7:33 p.m.



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

## City Council

### Approval of Bills and Payroll Certification

**Agenda Date:** 4/19/2022  
**Agenda Item Number:** 4.C  
**File Number:**22-0377

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

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**Title**  
Approval of Bills and Payroll Certification

















City of Olympia  
Expenditure Summary

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claims are just, due and unpaid obligations against the City of Olympia, and that I am authorized to authenticate and certify to said claims", and, "I, the undersigned, do hereby certify under penalty of perjury that claims for employee and officer expenses are just, due and unpaid obligations against the City of Olympia, and that I am authorized to certify said claims".

For Period 2/27/2022 3/5/2022

For A/P ACH Payments and A/P Checks Numbered 3744122 3744316

For Other Electronic Payments Dated \_\_\_\_\_ Through \_\_\_\_\_

Inclusive in the Amount Totaling

3/14/2022 Date AP New Finance Director DA

Total Approved for Payment		Fund
\$1,354,433.20	001	General Fund
\$0.00	002	Shop Facilities
\$28,000.23	003	Revolving Account Fund
\$0.00	004	Urban Arterial Fund
\$5,269.84	006	Development Fee Revenue
\$3,086.41	007	Parking Fund
\$9,613.50	014	LEOFF 1 OPEB Trust Fund
\$0.00	021	Washington Center Endow
\$727.00	025	Washington Center
\$0.00	026	Municipal Arts Fund
\$0.00	107	Hud
\$0.00	108	Hud
\$0.00	127	Impact Fees
\$0.00	130	Sepa Mitigation Fund
\$0.00	132	Lodging Tax Fund
\$0.00	133	Arts And Conference Fund
\$0.00	134	Parks And Rec Sidewalk Ut Tax
\$0.00	135	Parking Business Imp Area
\$0.00	136	Farmers Mkt Repair/replic
\$0.00	137	Children's Hands On Museum
\$0.00	138	Trans Benefit District
\$0.00	139	Grants Control Fund
\$0.00	140	Reet
\$0.00	141	Oly Metro Park District
\$15,204.84	142	Home Fund
\$0.00	206	Lid Obligation Control
\$0.00	216	4th/5th Ave Pw Trst
\$0.00	220	Non-Voted General Obligation Debt Fund
\$0.00	223	Ltgo Bond Fund '06-parks
\$0.00	240	Voted General Obligation Debt Fund
\$0.00	250	Misc Governmental Debt Fund
\$0.00	317	Capital Improvement Fund
\$0.00	318	Home Fund
\$540,853.50	320	Transportation Capital Improvement Fund
\$0.00	322	4/5th Ave Corridor/bridge
\$0.00	323	CIP Constr Fund - Parks
\$0.00	324	Fire Station 4 Construct
\$0.00	326	Transportation Const
\$0.00	329	Go Bond Project Fund
\$0.09	331	Fire Equipment Replacement Fund
\$1,335.00	335	Facilities Capital Improvement Fund
\$5,805.84	340	Parks Capital Improvement Fund
\$73,345.27	401	Water
\$35,465.18	402	Sewer
\$203,954.33	403	Solid Waste
\$25,029.94	404	Storm And Surface Water
\$0.00	407	Storm And Surface Water Mitig
\$0.00	411	Water Debt Service
\$0.00	412	Sewer Debt Service
\$0.00	414	Storm/Surface Water Debt
\$0.00	427	W/s Rev Bond Redemption
\$0.00	434	Storm/Surface Water CIP
\$1,902.50	461	Water Cip Fund
\$0.00	462	Sewer Cip Fund
\$20,000.00	463	Solid Waste/advertising
\$2,954.56	464	Storm/Surface Water Capital Improvement Fund
\$12,310.76	501	Equipment Rental
\$201,443.76	502	C. R. Equipment Rental
\$250.00	503	Unemployment Compensation
\$0.00	504	Ins Trust Fund
\$0.00	505	Workers Compensation
\$1,129.53	604	Firemen's Pension Fund
\$0.00	605	Customers Water Reserve
\$0.00	621	Washington Center Endow
\$21,781.78	630	County/State Custodial
\$0.00	631	Public Facilities
\$0.00	682	Law Enforcement Record Mngtsys
\$0.00	701	Parks-neighborhood
\$0.00	702	Parks-community
\$0.00	703	Parks-open Space
\$0.00	707	Parks-special Use
\$0.00	711	Transportation
\$0.00	720	Schools

Reconciliation of Superior All Checks Register to Expenditure Summary			
Data From Central Square All Checks Register			
Description	From Check	to Check	Check Amount
Payroll A/P (vendors) Checks	22055		5,805.84
Payroll A/P (vendors) Checks	22056		380,835.86
Payroll A/P (vendors) Checks	22058		504,064.09
Payroll A/P (vendors) Checks	22059		1,129.53
Payroll A/P (vendors) Checks	22060		3,400.05
Payroll A/P (vendors) Checks	22061	22072	151,286.27
Payroll A/P (vendors) Checks	3744264		1.00
		<i>Subtotal</i>	<i>1,046,522.64</i>
Voided Checks			0.00
EFT			1,046,069.35
A/P Checks			471,305.07
<b>Grand Total</b>			<b>2,563,897.06</b>

Proof 0.00

\$2,563,897.06 GRAND TOTAL FOR WEEK



City of Olympia  
Expenditure Summary

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claims are just, due and unpaid obligations against the City of Olympia, and that I am authorized to authenticate and certify to said claims", and, "I, the undersigned, do hereby certify under penalty of perjury that claims for employee and officer expenses are just, due and unpaid obligations against the City of Olympia, and that I am authorized to certify said claims".

For Period 3/6/2022 3/12/2022  
 For A/P ACH Payments and A/P Checks Numbered 3744317 3744535  
 For Other Electronic Payments Dated \_\_\_\_\_ Through \_\_\_\_\_

Inclusive in the Amount Totaling  
3/24/2022 Date

Finance Director  


Total Approved for Payment		Fund	
\$774,028.00	001	General Fund	
\$0.00	002	Shop Facilities	
\$46,292.99	003	Revolving Account Fund	
\$0.00	004	Urban Arterial Fund	
\$317,286.25	006	Development Fee Revenue	
\$17,287.04	007	Parking Fund	
\$35,442.75	014	LEOFF 1 OPEB Trust Fund	
\$0.00	021	Washington Center Endow	
\$0.00	025	Washington Center	
\$0.00	026	Municipal Arts Fund	
\$4,451.67	107	Hud	
\$0.00	108	Hud	
\$0.00	127	Impact Fees	
\$0.00	130	Sepa Mitigation Fund	
\$0.00	132	Lodging Tax Fund	
\$0.00	133	Arts And Conference Fund	
\$0.00	134	Parks And Rec Sidewalk Ut Tax	
\$61.85	135	Parking Business Imp Area	
\$0.00	136	Farmers Mkt Repair/replc	
\$0.00	137	Children's Hands On Museum	
\$0.00	138	Trans Benefit District	
\$0.00	139	Grants Control Fund	
\$0.00	140	Reet	
\$0.00	141	Oly Metro Park District	
\$51,022.60	142	Home Fund	
\$0.00	208	Lid Obligation Control	
\$0.00	216	4th/5th Ave Pw Trst	
\$0.00	220	Non-Voted General Obligation Debt Fund	
\$0.00	223	Ltgo Bond Fund '06-parks	
\$0.00	240	Voted General Obligation Debt Fund	
\$0.00	250	Misc Governmental Debt Fund	
\$197,494.00	317	Capital Improvement Fund	
\$0.00	318	Home Fund	
\$731.50	320	Transportation Capital Improvement Fund	
\$0.00	322	4/5th Ave Corridor/bridge	
\$0.00	323	CIP Constr Fund - Parks	
\$0.00	324	Fire Station 4 Construct	
\$0.00	326	Transportation Const	
\$0.00	329	Go Bond Project Fund	
\$0.00	331	Fire Equipment Replacement Fund	
\$368.00	335	Facilities Capital Improvement Fund	
\$40,818.42	340	Parks Capital Improvement Fund	
\$61,953.64	401	Water	
\$1,306,361.84	402	Sewer	
\$6,953.08	403	Solid Waste	
\$4,166.56	404	Storm And Surface Water	
\$0.00	407	Storm And Surface Water Mittig	
\$0.00	411	Water Debt Service	
\$0.00	412	Sewer Debt Service	
\$0.00	414	Storm/Surface Water Debt	
\$0.00	427	W/s Rev Bond Redemption	
\$0.00	434	Storm/Surface Water CIP	
\$3,908.24	461	Water Cip Fund	
\$1,377.13	462	Sewer Cip Fund	
\$5,267.00	463	Solid Waste/advertising	
\$1,808.85	464	Storm/Surface Water Capital Improvement Fund	
\$4,444.96	501	Equipment Rental	
\$0.00	502	C. R. Equipment Rental	
\$0.00	503	Unemployment Compensation	
\$0.00	504	Ins Trust Fund	
\$0.00	505	Workers Compensation	
\$0.00	604	Firemen's Pension Fund	
\$0.00	605	Customers Water Reserve	
\$0.00	621	Washington Center Endow	
\$0.00	630	County/State Custodial	
\$0.00	631	Public Facilities	
\$0.00	682	Law Enforcement Record Mngntsys	
\$0.00	701	Parks-neighborhood	
\$0.00	702	Parks-community	
\$0.00	703	Parks-open Space	
\$0.00	707	Parks-special Use	
\$0.00	711	Transportation	
\$187,387.00	720	Schools	

\$3,068,913.37 GRAND TOTAL FOR WEEK

Reconciliation of Superior All Checks Register to Expenditure Summary			
Data From Central Square All Checks Register			
Description	From Check	to Check	Check Amount
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Subtotal			0.00
Voided Checks			(744.91)
EFT			643,713.79
A/P Checks			2,425,944.49
<b>Grand Total</b>			<b>3,068,913.37</b>
Proof			0.00

City of Olympia  
Expenditure Summary

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claims are just, due and unpaid obligations against the City of Olympia, and that I am authorized to authenticate and certify to said claims", and, "I, the undersigned, do hereby certify under penalty of perjury that claims for employee and officer expenses are just, due and unpaid obligations against the City of Olympia, and that I am authorized to certify said claims".

For Period 3/13/2022 3/19/2022  
 For A/P ACH Payments and A/P Checks Numbered 3744536 3744774  
 For Other Electronic Payments Dated \_\_\_\_\_ Through \_\_\_\_\_

Inclusive in the Amount Totaling

Date 3/24/2022 Finance Director [Signature] [Signature]

Total Approved for Payment  
Fund

\$1,919,879.74	001	General Fund
\$0.00	002	Shop Facilities
\$1,722.15	003	Revolving Account Fund
\$0.00	004	Urban Arterial Fund
\$0.00	006	Development Fee Revenue
\$1,230.04	007	Parking Fund
\$24,426.91	014	LEOFF 1 OPEB Trust Fund
\$0.00	021	Washington Center Endow
\$2,368.70	025	Washington Center
\$21.87	026	Municipal Arts Fund
\$32.25	107	Hud
\$0.00	108	Hud
\$0.00	127	Impact Fees
\$0.00	130	Sepa Mitigation Fund
\$0.00	132	Lodging Tax Fund
\$0.00	133	Arts And Conference Fund
\$0.00	134	Parks And Rec Sidewalk Ut Tax
\$0.00	135	Parking Business Imp Area
\$0.00	136	Farmers Mrlt Repair/rep/c
\$0.00	137	Children's Hands On Museum
\$0.00	138	Trans Benefit District
\$0.00	139	Grants Control Fund
\$0.00	140	Reet
\$6,037.20	141	Oly Metro Park District
\$78,631.01	142	Home Fund
\$0.00	208	Lid Obligation Control
\$0.00	216	4th/5th Ave Pw Trst
\$0.00	220	Non-Voted General Obligation Debt Fund
\$0.00	223	Ltgo Bond Fund '06-parks
\$0.00	240	Voted General Obligation Debt Fund
\$0.00	250	Misc. Governmental Debt Fund
\$35,862.50	317	Capital Improvement Fund
\$800,547.00	318	Home Fund
\$29,776.56	320	Transportation Capital Improvement Fund
\$0.00	322	4/5th Ave Corridor/bridge
\$0.00	323	CIP Constr Fund - Parks
\$0.00	324	Fire Station 4 Construct
\$0.00	326	Transportation Const
\$0.00	329	Go Bond Project Fund
\$0.00	331	Fire Equipment Replacement Fund
\$0.00	335	Facilities Capital Improvement Fund
\$21,629.70	340	Parks Capital Improvement Fund
\$46,924.07	401	Water
\$32,518.36	402	Sewer
\$55.36	403	Solid Waste
\$57,471.73	404	Storm And Surface Water
\$0.00	407	Storm And Surface Water Mitig
\$0.00	411	Water Debt Service
\$0.00	412	Sewer Debt Service
\$0.00	414	Storm/Surface Water Debt
\$0.00	427	W/s Rev Bond Redemption
\$0.00	434	Storm/Surface Water CIP
\$0.00	461	Water Cip Fund
\$9,322.92	462	Sewer Cip Fund
\$0.00	463	Solid Waste/advertising
\$0.00	464	Storm/Surface Water Capital Improvement Fund
\$82,825.30	501	Equipment Rental
\$0.00	502	C. R. Equipment Rental
\$0.00	503	Unemployment Compensation
\$0.00	504	Ins Trust Fund
\$10,210.69	505	Workers Compensation
\$0.00	604	Firemen's Pension Fund
\$0.00	605	Customers Water Reserve
\$0.00	621	Washington Center Endow
\$0.00	630	County/State Custodial
\$0.00	631	Public Facilities
\$0.00	682	Law Enforcement Record Mgntsys
\$0.00	701	Parks-neighborhood
\$0.00	702	Parks-community
\$0.00	703	Parks-open Space
\$0.00	707	Parks-special Use
\$0.00	711	Transportation
\$21,521.00	720	Schools

\$3,183,015.06 GRAND TOTAL FOR WEEK

**Reconciliation of Superior All Checks Register to Expenditure Summary**

Data From Central Square All Checks Register			
Description	From Check	to Check	Check Amount
Payroll A/P (vendors) Checks	22073	22080	2,485,326.07
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
		Subtotal	2,485,326.07
Voided Checks			0.00
EFT			308,794.92
A/P Checks			388,894.07
<b>Grand Total</b>			<b>3,183,015.06</b>
<i>Proof</i>			0.00

City of Olympia  
Expenditure Summary

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claims are just, due and unpaid obligations against the City of Olympia, and that I am authorized to authenticate and certify to said claims", and, "I, the undersigned, do hereby certify under penalty of perjury that claims for employee and officer expenses are just, due and unpaid obligations against the City of Olympia, and that I am authorized to certify said claims".

For Period 3/20/2022 3/26/2022  
 For A/P ACH Payments and A/P Checks Numbered 3744775 3744987  
 For Other Electronic Payments Dated \_\_\_\_\_ Through \_\_\_\_\_

Inclusive in the Amount Totaling

3/29/2022 Date A. B. [Signature] Finance Director

Total Approved for Payment		
Fund		
\$425,950.47	001	General Fund
\$0.00	002	Shop Facilities
\$8,419.85	003	Revolving Account Fund
\$0.00	004	Urban Arterial Fund
\$0.00	006	Development Fee Revenue
\$101,328.95	007	Parking Fund
\$7,838.28	014	LEOFF 1 OPEB Trust Fund
\$0.00	021	Washington Center Endow
\$0.00	025	Washington Center
\$686.26	026	Municipal Arts Fund
\$0.00	107	Hud
\$0.00	108	Hud
\$0.00	127	Impact Fees
\$0.00	130	Sepa Mitigation Fund
\$0.00	132	Lodging Tax Fund
\$0.00	133	Arts And Conference Fund
\$0.00	134	Parks And Rec Sidewalk Ut Tax
\$0.00	135	Parking Business Imp Area
\$0.00	136	Farmers Mkt Repair/repk
\$0.00	137	Children's Hands On Museum
\$0.00	138	Trans Benefit District
\$0.00	139	Grants Control Fund
\$0.00	140	Reet
\$0.00	141	City Metro Park District
\$152,799.67	142	Home Fund
\$0.00	208	Lid Obligation Control
\$0.00	216	4th/5th Ave Pw Trst
\$0.00	220	Non-Voted General Obligation Debt Fund
\$0.00	223	Ltgo Bond Fund '06-parks
\$0.00	240	Voted General Obligation Debt Fund
\$0.00	250	Misc. Governmental Debt Fund
\$208,164.69	317	Capital Improvement Fund
\$0.00	318	Home Fund
\$0.00	320	Transportation Capital Improvement Fund
\$0.00	322	4/5th Ave Corridor/bridge
\$0.00	323	CIP Constr Fund - Parks
\$0.00	324	Fire Station 4 Construct
\$0.00	326	Transportation Const
\$0.00	329	Go Bond Project Fund
\$0.00	331	Fire Equipment Replacement Fund
\$1,076.72	335	Facilities Capital Improvement Fund
\$97,447.90	340	Parks Capital Improvement Fund
\$69,104.36	401	Water
\$11,481.48	402	Sewer
\$334,111.70	403	Solid Waste
\$11,967.59	404	Storm And Surface Water
\$0.00	407	Storm And Surface Water Mitg
\$0.00	411	Water Debt Service
\$0.00	412	Sewer Debt Service
\$0.00	414	Storm/Surface Water Debt
\$0.00	427	W/s Rev Bond Redempbn
\$0.00	434	Storm/Surface Water CIP
\$75,814.54	461	Water Cip Fund
\$14,467.20	462	Sewer Cip Fund
\$20,340.47	463	Solid Waste/advertising
\$0.00	464	Storm/Surface Water Capital Improvement Fund
\$12,357.22	501	Equipment Rental
\$0.00	502	C. R. Equipment Rental
\$250.00	503	Unemployment Compensation
\$0.00	504	Ins Trust Fund
\$52.47	505	Workers Compensation
\$0.00	604	Firemen's Pension Fund
\$0.00	605	Customers Water Reserve
\$0.00	621	Washington Center Endow
\$13,925.04	630	County/State Custodial
\$0.00	631	Public Facilities
\$1,973.70	682	Law Enforcement Record Mgmts
\$0.00	701	Parks-neighborhood
\$0.00	702	Parks-community
\$0.00	703	Parks-open Space
\$0.00	707	Parks-special Use
\$0.00	711	Transportation
\$0.00	720	Schools
<b>\$1,569,578.56 GRAND TOTAL FOR WEEK</b>		

Reconciliation of Superior All Checks Register to Expenditure Summary			
Data From Central Square All Checks Register			
Description	From Check	to Check	Check Amount
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Subtotal			0.00
CHECK # 3744840			964.62
Voided Checks			(1,039.62)
EFT			822,877.64
A/P Checks			746,775.92
<b>Grand Total</b>			<b>1,569,578.56</b>
Proof			0.00

CHECK WAS VOIDED IN THE SAME WEEK IT WAS ISSUED THIS CAUSES THE CHECK TO NOT SHOW IN THE CHECK REGISTER. ADDED HERE FOR BALANCING.

\$0.00 DON'T SUBMIT IF DOESNT BALANCE

	PAYROLL/AP	AP		TOTAL
		3/22/2022	3/24/2022	
001	312,990.57	62,318.68	50,641.22	425,950.47
002				0.00
003		8,419.85		8,419.85
004				0.00
006				0.00
007		30,612.57	70,716.38	101,328.95
014		7,360.18	478.10	7,838.28
021				0.00
025				0.00
026		178.06	508.20	686.26
107				0.00
108				0.00
127				0.00
130				0.00
132				0.00
133				0.00
134				0.00
135				0.00
136				0.00
137				0.00

CITY OF OLYMPIA

PAYROLL CERTIFICATION FOR PAY PERIOD END: 1/15/2022

NET PAY: (SEMI MONTHLY)		\$	1,703,223.64
FIRE PENSION PAY: (MONTHLY)			
MANUAL:		\$	28,487.54
TOTAL NET PAY:		\$	1,731,711.18
Semi-monthly Payroll			
Check Numbers:	<u>93458</u>	to	<u>93467</u>
		\$	11,679.35
Semi-monthly Payroll			
Direct Deposit:		\$	1,691,544.29
Manual Payroll Check			
Numbers:	<u>93456</u>	to	<u>93457</u>
		\$	26,696.94
Manual Payroll Check			
Numbers:	<u>93468</u>	to	<u>93469</u>
		\$	1,790.60
Monthly Fire Pension			
Check Numbers:		to	
Monthly Fire Pension			
Direct Deposit:			
TOTAL NET PAY:		\$	1,731,711.18

Patricia Bradford  
Prepared by:

1/24/2022  
Date

Daryl  
Reviewed by:

1/24/2022  
Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: 1/15/2022 have been examined and are approved as recommended for payment.

A. J. Mark  
Approved by/Finance Director

1/24/2022  
Date

CITY OF OLYMPIA

PAYROLL CERTIFICATION FOR PAY PERIOD END: 1/31/2022

NET PAY: (SEMI MONTHLY)	\$	1,750,495.13
FIRE PENSION PAY: (MONTHLY)	\$	33,066.80
MANUAL:	\$	8,185.60
TOTAL NET PAY:	\$	1,791,747.53
Semi-monthly Payroll Check Numbers: <u>93472</u> to <u>93485</u>	\$	38,017.70
Semi-monthly Payroll Direct Deposit:	\$	1,712,477.43
Manual Payroll Check Numbers: <u>93470</u> to <u>93471</u>	\$	8,185.60
Manual Payroll Check Numbers: _____ to _____		
Monthly Fire Pension Check Numbers: <u>93449</u> to <u>93453</u>	\$	8,664.25
Incorrect check numbers were used		
Monthly Fire Pension Direct Deposit:	\$	24,402.55
TOTAL NET PAY:	\$	1,791,747.53

  
\_\_\_\_\_  
Prepared by:

2/15/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Reviewed by:

2/16/22  
\_\_\_\_\_  
Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: 1/31/2022 have been examined and are approved as recommended for payment.

  
\_\_\_\_\_  
Approved by/Finance Director

2/16/2022  
\_\_\_\_\_  
Date


CITY OF OLYMPIA

PAYROLL CERTIFICATION FOR PAY PERIOD END: 2/15/2022

NET PAY: (SEMI MONTHLY)		\$	1,640,065.28
FIRE PENSION PAY: (MONTHLY)			
MANUAL:		\$	423.26
TOTAL NET PAY:		\$	1,640,488.54
Semi-monthly Payroll			
Check Numbers:	<u>93487</u>	to	<u>93495</u>
		\$	5,733.78
Semi-monthly Payroll			
Direct Deposit:		\$	1,634,331.50
Manual Payroll Check			
Numbers:	<u>93486</u>	to	<u>93486</u>
		\$	423.26
Manual Payroll Check			
Numbers:	<u>          </u>	to	<u>          </u>
Monthly Fire Pension			
Check Numbers:	<u>          </u>	to	<u>          </u>
Monthly Fire Pension			
Direct Deposit:			
TOTAL NET PAY:		\$	1,640,488.54

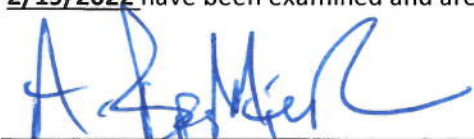
  
Prepared by: \_\_\_\_\_

2/16/2022  
Date

  
Reviewed by: \_\_\_\_\_

2/16/2022  
Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: 2/15/2022 have been examined and are approved as recommended for payment.

  
Approved by/Finance Director

2/16/2022  
Date

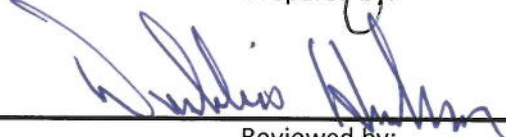
CITY OF OLYMPIA

PAYROLL CERTIFICATION FOR PAY PERIOD END: 2/28/2022

NET PAY: (SEMI MONTHLY)	\$	1,734,038.61
FIRE PENSION PAY: (MONTHLY)	\$	32,793.83
MANUAL:	\$	2,806.89
TOTAL NET PAY:	\$	1,769,639.33
Semi-monthly Payroll Check Numbers: <u>93505</u> to <u>93517</u>	\$	28,500.28
Semi-monthly Payroll Direct Deposit:	\$	1,705,538.33
Manual Payroll Check Numbers: <u>93503</u> to <u>93503</u>	\$	2,432.25
Manual Payroll Check Numbers: <u>93518</u> to <u>93518</u>	\$	374.64
Monthly Fire Pension Check Numbers: <u>93497</u> to <u>93502</u>	\$	9,118.31
Monthly Fire Pension Direct Deposit:	\$	23,675.52
TOTAL NET PAY:	\$	1,769,639.33

  
Prepared by:

3/24/2022  
Date

  
Reviewed by:

3/29/2022  
Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: 2/28/2022 have been examined and are approved as recommended for payment.

  
Approved by/Finance Director

3/29/2022  
Date

CITY OF OLYMPIA

PAYROLL CERTIFICATION FOR PAY PERIOD END: 3/15/2022

NET PAY: (SEMI MONTHLY) \$ 1,672,942.90

FIRE PENSION PAY: (MONTHLY) \$ 32,566.80

MANUAL:

TOTAL NET PAY: \$ 1,705,509.70

Semi-monthly Payroll  
Check Numbers: 93524 to 93541 \$ 13,792.39 93524 Duplicated

Semi-monthly Payroll  
Direct Deposit: \$ 1,659,150.51

Manual Payroll Check  
Numbers: \_\_\_\_\_ to \_\_\_\_\_  
Manual Payroll Check  
Numbers: \_\_\_\_\_ to \_\_\_\_\_


Monthly Fire Pension  
Check Numbers: 93519 to 93524 \$ 8,891.28 93524 Duplicated

Monthly Fire Pension  
Direct Deposit: \$ 23,675.52

TOTAL NET PAY: \$ 1,705,509.70

  
Prepared by:

3/24/2022  
Date

  
Reviewed by:

3/29/2022  
Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: 3/15/2022 have been examined and are approved as recommended for payment.

  
Approved by/Finance Director

3/29/2022  
Date



CITY OF OLYMPIA

PAYROLL CERTIFICATION FOR PAY PERIOD END: 11/30/2021

NET PAY: (SEMI MONTHLY) \$ 1,742,100.45

FIRE PENSION PAY: (MONTHLY) \$ 28,572.21

MANUAL: -

TOTAL NET PAY: \$ 1,770,672.66

Semi-monthly Payroll  
Check Numbers: 93420 to 93433 \$ 7,491.84

Semi-monthly Payroll  
Direct Deposit: \$ 1,734,608.61

Manual Payroll Check  
Numbers: \_\_\_\_\_ to \_\_\_\_\_  
Manual Payroll Check  
Numbers: \_\_\_\_\_ to \_\_\_\_\_

Monthly Fire Pension  
Check Numbers: 93415 to 93419 \$ 7,744.37

Monthly Fire Pension  
Direct Deposit: \$ 20,827.84

TOTAL NET PAY: \$ 1,770,672.66

  
Prepared by:

  
Date

  
Reviewed by:

  
Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: 11/30/2021 have been examined and are approved as recommended for payment.

  
Approved by/Finance Director

  
Date

CITY OF OLYMPIA

PAYROLL CERTIFICATION FOR PAY PERIOD END: 12/15/2021

NET PAY: (SEMI MONTHLY)		\$	1,654,150.85
FIRE PENSION PAY: (MONTHLY)			
MANUAL:		\$	2,078.78
TOTAL NET PAY:		\$	1,656,229.63
Semi-monthly Payroll			
Check Numbers:	<u>93439</u>	to	<u>93447</u>
		\$	17,400.15
Semi-monthly Payroll			
Direct Deposit:		\$	1,636,750.70
Manual Payroll Check			
Numbers:	<u>93448</u>	to	<u>93448</u>
		\$	2,078.78
Manual Payroll Check			
Numbers:	<u>          </u>	to	<u>          </u>
Monthly Fire Pension			
Check Numbers:	<u>          </u>	to	<u>          </u>
Monthly Fire Pension			
Direct Deposit:			
TOTAL NET PAY:		\$	1,656,229.63

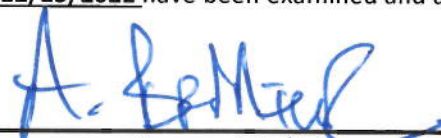
  
Prepared by: \_\_\_\_\_

1/24/2022  
Date

  
Reviewed by: \_\_\_\_\_

1/24/2022  
Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: 12/15/2021 have been examined and are approved as recommended for payment.

  
Approved by/Finance Director

1/24/2022  
Date

CITY OF OLYMPIA

PAYROLL CERTIFICATION FOR PAY PERIOD END: 12/31/2021

NET PAY: (SEMI MONTHLY)	\$	1,726,489.36
FIRE PENSION PAY: (MONTHLY)	\$	28,572.21
MANUAL:		
TOTAL NET PAY:	\$	1,755,061.57
Semi-monthly Payroll Check Numbers: <u>93449</u> to <u>93455</u>	\$	9,261.10
Semi-monthly Payroll Direct Deposit:	\$	1,717,228.26
Manual Payroll Check Numbers: _____ to _____		
Manual Payroll Check Numbers: _____ to _____		
Monthly Fire Pension Check Numbers: <u>93434</u> to <u>93438</u>	\$	7,744.37
Monthly Fire Pension Direct Deposit:	\$	20,827.84
TOTAL NET PAY:	\$	1,755,061.57

*Patricia G. Bradshaw*  
Prepared by:

1/24/2022  
Date

*Bevitt*  
Reviewed by:

1/24/2022  
Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: 12/31/2021 have been examined and are approved as recommended for payment.

*A. L. Miller*  
Approved by/Finance Director

1/24/2022  
Date



## City Council

### Approval of an Appointment to the Parks and Recreation Advisory Committee to a Fill Vacancy

**Agenda Date:** 4/19/2022  
**Agenda Item Number:** 4.D  
**File Number:**22-0311

---

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

---

#### Title

Approval of an Appointment to the Parks and Recreation Advisory Committee to a Fill Vacancy

#### Recommended Action

##### Committee Recommendation:

The Community Livability and Public Safety Committee recommends approval of the appointment of Jamie Gerken, to Position 6 on the Parks and Recreation Advisory Committee to fill a vacancy, with a term ending March 31, 2024.

##### City Manager Recommendation:

Move to approve the appointment of Jamie Gerken, to Position 6 on the Parks and Recreation Advisory Committee to fill a vacancy, with a term ending March 31, 2024.

#### Report

##### Issue:

Whether to make the recommended appointment of Jamie Gerken, to Position 6 on the Parks and Recreation Advisory Committee to fill a vacancy, with a term ending March 31, 2024.

##### Staff Contact:

Kellie Purce Braseth, Strategic Communications Director, City Manager's Office, 360.753.8361

##### Presenter(s):

None - Consent Calendar Item

#### Background and Analysis:

At its March 23 meeting, the Community Livability and Public Safety Committee (CLPS) requested that staff reach out to Jamie Gerken, who had previously been interviewed by the General Government Committee during the spring 2021 boards and commissions recruitment process, to express the CLPS's interest in recommending her for appointment to the Parks and Recreation Advisory Committee (PRAC). General Government had interviewed Gerken at a special meeting on May 12, 2021, and CLPS had reviewed the recorded interview and Gerken's application.

CLPS recommends Gerken's appointment to fill the vacancy of Position 6 on PRAC, with a term

ending March 31, 2024.

Gerken's application is attached.

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

Community representation on the City's Boards and commissions is of great interest.

**Options;**

1. Approve the appointment as recommended.
2. Do not approve the appointment and send the issue back to the Community Livability and Public Safety Committee. This would delay the appointment schedule and leave the PRAC not operating at full strength.
3. Consider approving the appointment at another time.

**Financial Impact:**

This appointment does not have any financial impact.

**Attachments:**

Gerken Application



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## Which Boards would you like to apply for?

---

None Selected

---

Question applies to multiple boards

**If you applied for multiple boards or commissions, please rank them in order of interest below.**

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Parks and Recreation Bicycle and Pedestrian

**Select Your Neighborhood (you must live within Olympia City limits to serve on a board or commission) \***

---

Chambers Lake Basin

**If you choose "other" please write in your neighborhood here:**

---

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## Interests & Experiences

Question applies to multiple boards

Please keep answers concise and informative. You are introducing yourself to the Olympia City Council and sharing with them why you are interested in being considered for appointment. Olympia residency is not required; however, it is a primary consideration. You may attach a resume.

Question applies to multiple boards

**1. Briefly describe why you wish to serve on this advisory committee.**

---

Parks and Rec: I believe that parks are an important part of our community. I also believe that recreation opportunities are essential to a healthy, thriving community. As a parent of both typically developing and special needs children, I understand and appreciate both the value and role parks and recreational activities and programs play in the lives of those who live here. I'd like to help maintain, enhance, and expand these resources to benefit all in our community. Bicycle and Pedestrian: I enjoy taking walks and bike rides with my family. Olympia is a great place to live and I consider it to be pedestrian and bicycle friendly, but there is always more that can be done. I have a son who takes his bike everywhere, so I have a vested interest in ensuring the safety of bicyclists and pedestrians as well as enhancing opportunities for those populations. As a life-long Olympia resident with a Masters of Public Administration, a cub scout and Scouts BSA leader, and parent I would like to be more involved in our community and this advisory committee would be a great way to do that.

Question applies to multiple boards

**2. Describe your experience, qualifications, and/or skills which would benefit this advisory committee.**

---

I am a lifelong Olympia resident who cares strongly about our community. I have a BA in Communications from PLU and an MPA from Evergreen. I have strong writing, analytical, and communication skills that would benefit any advisory board. I have worked for state government for over 16 years and am familiar with government process and procedures. I also have a strong background in public records, risk management, and internal controls. I learn quickly and am invested in our community.

Question applies to multiple boards

**3. Describe your involvement in the Olympia community.**

---

I was born and raised in Olympia. In fact, I'm the fourth generation born and raised here. All three of my children attend Olympia schools (Centennial, Washington MS, and OHS), as did I. My husband and I are den leaders and committee members for Cub Scout pack 205, based out of Centennial and McKenny elementary schools. I am also a committee member and merit badge counselor for Scouts BSA Troop 222. We encourage community service with our children and our scouts and have participated in many Olympia Parks work party days cleaning up parks. I've also coordinated service opportunities with YWCA, collected donations for foster children, and recently helped collect donations for a family who lost everything in a house fire. My husband and I are also small business owners in Olympia, teaching CPR and First Aid out of our home.

Question applies to multiple boards

**4. List your educational and professional background and area of study.**

---

Education: I received my diploma from Olympia High School in 2001, I have a BA in Communication - Public Relations emphasis from Pacific Lutheran University (2005). I earned an Essentials of Management certificate from University of Washington - Tacoma (2016). I have my Masters in Public Administration from The Evergreen State College (2018). Professional background: I worked for Labor & Industries as a Forms & Records Analyst in the Public Records unit for 2 1/2 years responding to public records requests under RCW 42.56. I then went to the Department of Corrections where I worked as a Public Disclosure Specialist and then as the Public Disclosure Unit Manager for 6 1/2 years. I moved to DSHS in June 2014 and the Financial Services Administration Public Disclosure and Discovery Program Manager and in May 2015 became the agency-wide Discovery Manager. In 2016 I became the Senior Risk Manager and Internal Control Officer for DSHS.

Question applies to multiple boards

**5. Appointment to this committee will require your attendance at evening meetings. How many hours per month are you willing to commit as a volunteer?**

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15 (+ on occasion)

Question applies to multiple boards

**6. If you are not appointed to this committee at this time:**

Question applies to multiple boards

**6a. Do you wish to be considered for appointment to another advisory committee?**

---

Yes  No

Question applies to multiple boards

**6b. Do you wish to be considered for future appointment to this committee?**

---

Yes  No

Question applies to multiple boards

**6c. Would you be willing to volunteer for other City activities?**

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Yes  No

Question applies to multiple boards

**If you answered yes to 6a, please identify what other Advisory Committees you would be interested in being considered for in order of interest.**

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Question applies to multiple boards

**7. Some appointments require that applicants reside within Olympia city limits. Even though your mailing address may be Olympia, you may reside in the County or another jurisdiction. Are you a resident of the City of Olympia?**

---

Yes  No

Question applies to multiple boards

**8. Citizens appointed to advisory committees are assigned and required to use a City email address for all advisory committee business.**

---

**Do you agree to comply with this expectation?**

---

I Agree \*

Question applies to multiple boards

**9. How did you learn about this advisory committee recruitment?**

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Parks and Recs email

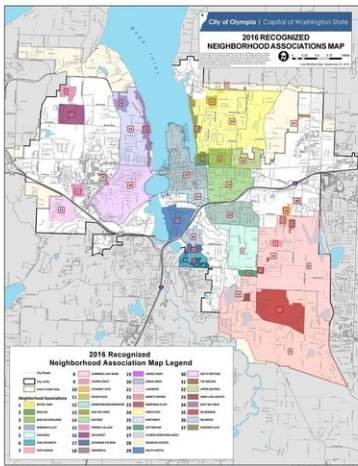


Upload a Resume

**2016 RECOGNIZED  
NEIGHBORHOOD ASSOCIATIONS MAP**



City of Olympia | 2016 Recognized Neighborhood Association Map





## City Council

### Approval of 2022 Advisory Committee Work Plans

**Agenda Date:** 4/19/2022  
**Agenda Item Number:** 4.E  
**File Number:**22-0380

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

---

#### **Title**

Approval of 2022 Advisory Committee Work Plans

#### **Recommended Action**

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

Community Livability and Public Safety Committee recommends approval of the 2022 advisory committee work plans as submitted, with the understanding that priorities may change during the year and activities/timelines are dependent on available staff and committee time and resources.

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

Move to approve the 2022 advisory committee and commission work plans as recommended by the Community Livability and Public Safety Committee.

#### **Report**

##### **Issue:**

Whether to approve the recommended advisory committee work plans.

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

Kellie Purce Braseth, Strategic Communications Director, City Manager's Office, 360.753.8361

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

None - Consent Calendar Item.

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

The Community Livability and Public Safety Committee meets annually with the chairs of the City's advisory committees to discuss committee work plans and emerging issues; to review guidelines and expectations; to check in on the board and commission recruitment process; and to receive updates on the work of the advisory committees.

Community Livability and Public Safety Committee members reviewed the plans and met with advisory committee chairs on March 23, 2022.

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

Advisory committees are a structured way for individual community members to share their opinions

and perspectives, study issues, and develop recommendations in a focused small group. Their primary purpose is to provide judicious advice, from a community member's perspective to the Olympia City Council.

**Options:**

1. Approve the plans as recommended.
2. Approve the plans with Council amendments.
3. Do not approve the plans and send back to the respective committee/commission for revisions indicated.

**Financial Impact:**

If applicable, listed on individual plans.

**Attachments:**

2022 Arts Commission Work Plan  
2022 Arts Municipal Art Plan  
2022 Bicycle and Pedestrian Advisory Committee Work Plan  
2022 Design Review Board Work Plan  
2022 Heritage Commission Work Plan Cover Letter  
2022 Heritage Commission Work Plan  
2022 Parks & Recreation Advisory Committee Work Plan  
2022 PBIA Work Plan  
2022 Planning Commission Work Plan Cover Letter  
2022 Planning Commission Work Plan  
2022 Utility Advisory Committee Work Plan

# ARTS COMMISSION - 2022/23 Work Plan

*During 2022/23, the Arts Commission will hold full meetings on the second Thursday of each month. In addition to full committee meetings, project-specific subcommittees may meet the hour before each Commission meeting.*

## Section 1 - 2022/23 Policy and Program Recommendations to City Council

Consistent with past practice, committee recommendations are forwarded to the **Community Livability and Public Safety Committee** and/or full Council as part of the report for relevant Council agenda items, as an attached memo authored by the Chair or committee and/or an oral report by the Chair at a Council meeting. Staff estimates that there is sufficient professional and administrative staff time to accomplish the policy recommendation staff support to the committee in 2022/23.

*Professional staff liaison for the Arts Commission is Stephanie Johnson.*

Estimated Percent of Overall Committee Effort: 38%

Title Description	Committee Lead & Commitment	Staff Commitment	Schedule	Budget Implications
	<i>Committee hours, not individuals.</i>	<i>Hours reflect working with the committee, not total project staff time.</i>	<i>Estimated completion.</i>	
1.1 2022 Municipal Art Plan to City Council Description: As part of the 2022 Work Plan process, recommend plan for 2022 \$1 per capita funds and any potential capital projects where 1% funds might apply. Deliverable: Recommend 2022 Municipal Art Plan to City Council, along with 2022 Work Plan.	3 hours	3 hours	March	Municipal Art Fund

<p>1.2 Commission Retreat/Work Session  Description: Spring retreat to welcome new members, and fall retreat for work plan review and development.  Deliverable: Complete the retreats</p>	4 hours	4 hours	May/October	None
<p>1.3 Support the Downtown Strategy  Description: Support efforts to include arts and artists in the downtown strategy area.  Deliverable: Facilitate communication with the art community, local business, and the City.</p>	4 hours	4 hours	Ongoing	None
<p>1.4 City Artist-in-Residence program  Description: In <b>partnership with the City's</b> Homeless Response efforts, work with City-supported shelters to invite an Artist-In Residence to provide art education to one location for a period of up to 6 months.  Deliverable: Provide equitable access to the arts for all Olympians.</p>	4 hours	4 hours	TBD	Municipal Art Fund - \$2,250
<p>1.5 Facilitate Community Arts Engagement  Description: Explore facilitating the growth and development of community arts engagement within our local parks, on city streets, in corridors, on docks, in abandoned buildings, and alleyways by creating accessible avenues to creating impromptu/modular pop up galleries, studio workstations, performance spaces, and arts markets by identifying existing rules and regulations, jurisdictions and available spaces.</p>	8 hours	8 hours	Ongoing	TBD

Deliverable: Making spaces for art available to all people by making venues and processes accessible to the creative community.				
1.6 Art as Agent of Social Change Description: Identify ways to insert art into community topics such as social, climate, and food justice through engagement in City processes, with community partners, by creating diverse and intergenerational spaces within those processes for collaboration to create meaningful change. Deliverable: Engage the community through the arts around transformative topics.	8 hours	8 hours	Ongoing	TBD
1.7 Murals in Parks Description: Research feasibility of a mural project in existing City Parks, with the intention of creating a welcoming environment where all Olympians are represented. Deliverable: Proposal to General Government Committee.	8 hours	8 hours	September	TBD
1.8 Yelm Highway Community Park Development Description: Support park development efforts, specifically public art component. Deliverable: Provide feedback and assistance as required.	2 hours	2 hours	Ongoing	1% for the Arts project funding

## SECTION 2.

### 2022/23 Arts Program Support

**Arts Commission members provide valuable volunteer assistance to accomplish the City's annual arts program. Also, as programs are implemented and administrative procedures developed, staff often consults with Commissioners for their input and perspective. Input from the Commission is considered by staff in implementing the program or policy.**

**Unless noted under "Budget Implications," there is sufficient staff time/resource available in 2022/23 to accomplish or advance these items.**

Estimated Percent of Overall Committee Effort: 42%

<i>Title Description</i>	Committee Lead and Commitment	Staff Commitment	Schedule	Budget Implications
	<i>Committee hours, not individuals.</i>	<i>Hours reflect working with the committee, not total project staff time.</i>	<i>Estimated completion.</i>	
2.1 Arts Walk Spring and Fall 2022 Description: Provide ongoing input on policies, procedures, and marketing. Deliverable: Programs engages artists and community.	2 hours	2 hours	April and October	None



<p>2.2 Music Out Loud  Description: Honoring past musicians and <b>celebrating today's music, this project pairs</b> sidewalk mosaics in downtown Olympia with a summer series of music performances.  Deliverable: Summer 2022 performances.</p>	2 hours	2 hours	TBD	Municipal Art Fund - \$3,000
<p>2.3 Traffic Box Mural Wrap Public Art Project  Description: Working in partnership with Public Works, 10 transit boxes across the city will be wrapped and/or re-wrapped with artwork by local artists of all ages, printed on vinyl. Designs will be made available for online voting.  Deliverable Project completion.</p>	2 hours	2 hours	August	Municipal Art Fund - \$16,000
<p>2.4 Percival Plinth Project  Description: Annual exhibition of sculpture on Percival Landing, as well as long-range vision for <b>permanent installation of People's Choice</b> purchases.  Deliverable: Program plinths for art exhibitions.</p>	4 hours	4 hours	June/July	Municipal Art Fund - \$33,000
<p>2.5 Poet Laureate  Description: Assist as needed to support program. Recommendation next Poet Laureate to Council for 2023-2025  Deliverable: Poet Laureate program is supported and successful.</p>	4 hours	4 hours	Through June, 2023	Municipal Art Fund - \$2,250

<p>2.6 City Hall Rotating Exhibitions  Description: Conduct two rotating exhibitions and concurrent presentations at City Hall.  Deliverable: Placement of temporary art in City Hall.</p>	2 hours	2 hours	Ongoing	Municipal Art Fund - \$1,100
<p>2.7 Olympia Art Crossing  Description: In coordination with the Planning Commission, support Art Crossings project.  Deliverable: Continued effort to complete Master Plan as approved by Council.</p>	6 hours	6 hours	Art Crossing #3 artist recommendation in April/May	Municipal Art Fund - \$75,000
<p>2.8 Grants to Arts and Culture Organizations  Description: Continue program  Deliverable: Provide equitable access to the arts for all Olympians.</p>	4 hours	4 hours	December	Municipal Art Fund - \$20,000
<p>2.9 Arts U Training: Artists at the Community Development Table  Description: The purpose of the Artists at the Community Development Table is to train local artists and arts leaders on engaging in arts-based community development issues:</p> <ul style="list-style-type: none"> <li>• Community + Culture + Equity</li> <li>• Artist Agency</li> <li>• Partnership and Collaboration</li> <li>• Assets and Support</li> </ul> <p>Deliverable: Commissioners provided with Resource Guides and a thumb drive with video content to independently review the content at their own pace. Additionally, Arts Commissioners will arrange for a follow up guided discussion at each annual retreat session, facilitated by arts staff.</p>	4 hours	4 hours	Semi-annual	None

## SECTION 3.

### 2022/23 ARCH Support

The Olympia Arts Commission works to **support the City’s efforts to strengthen the Arts, Cultures and Heritage (ARCH)** components of our community.

**Unless noted under “Budget Implications,” there is sufficient staff time/resource available in 2022/23** to accomplish or advance these items.

Estimated Percent of Overall Committee Effort: 20%

<i>Title Description</i>	Committee Lead and Commitment	Staff Commitment	Schedule	Budget Implications
	<i>Committee hours, not individuals.</i>	<i>Hours reflect working with the committee, not total project staff time.</i>	<i>Estimated completion.</i>	
3.1 Support Creative District Description: Support ongoing efforts <b>regarding development of Olympia’s</b> Creative District. Deliverable: Provide feedback and assistance as required.	2 hours	2 hours	Ongoing	None
3.2 Armory: Creative Campus Description: Support City efforts to explore purchase of Armory Building on Eastside St., and other efforts as needed. Deliverable: Provide feedback and assistance as required.	4 hours	4 hours	Ongoing	TBD

<p>3.3 ARCH and Equity Speaker Series  Description: Work cooperatively with the OHC to provide speaker series on ARCH related topics.  Deliverable: Speaker Series</p>	<p>8 hours</p>	<p>8 hours</p>	<p>TBD</p>	<p>ARCH Fund - \$2,500</p>
<p>3.4 Cultural Access Support  Description: Advise as needed.  Deliverable: To be determined.</p>	<p>TBD</p>	<p>TBD</p>	<p>TBD</p>	<p>TBD</p>



# A Five-Year Municipal Art Plan for the City of Olympia

Introduction: Mission and Goals of the Olympia Arts Commission

1. The Municipal Art Plan: What and Why
2. Planning for Public Art
3. Project List for 2022
4. Planning Context
5. Other Activities
6. Summary Spreadsheet



Unity – Tree People, by Andrea Wilber-Sigo. Eastside St. Art Crossing, 2021

# **The mission of the Olympia Arts Commission is to help enrich the lives of the people of the region by making visual, performing and literary arts vital elements in the life of our community.**

The Commission's purpose is to promote and encourage public programs that further development, public awareness, and interest in fine and performing arts and cultural heritage, and to advise City Council in connection with these. The Olympia Arts Commission (OAC) was created to provide expertise regarding the visual and performing arts and cultural heritage, and to reach out within and beyond the community to expand artistic and cultural programs and services for the citizens of Olympia. (Olympia Municipal Code (OMC) 2.100.100, 2.100.110)

Supported by City staff, the OAC pursues this mission through a public art program that includes programming and events, services, outreach, education and networking, and the purchase, placement and maintenance of works of art in the community.

## **1. Municipal Art Plan (MAP): What and Why**

The MAP is the annual budget and spending plan for the Municipal Art Fund, and it provides direction and accountability for the use of public resources in support of the arts.

City Ordinance calls for the OAC to "prepare and recommend to the City Council for approval a plan and guidelines to carry out the City's art program," (OMC 2.100.140) and notes that a municipal arts plan should prescribe the projects to be funded from the municipal arts fund. "*Municipal Arts Plan* means a plan outlining the City expenditures of designated funds for public art projects for a one-year period." (OMC 2.100.160)

Olympia's public art programs and purchases are funded through two sources: a \$1 per capita allocation from the City's General Fund that was initiated in 1990, and a 1% for Art set-aside for City construction projects over \$500,000 in value. Funds from these sources are deposited in a Municipal Arts Fund (MAF). The MAP establishes budgets for new public art projects undertaken by the City, whether in conjunction with new capital projects or independent of them. Projects range from small (less than \$15k) to major (over \$50k) installations involving design teams, and may include visual, literary and performing arts.

## **2. Planning for Public Art**

The OAC develops an Annual Work Plan that details program initiatives and activities of the City's art program to promote the work of local artists and the arts within our community, and for the purchase of public art (including paid performances) to enhance and enliven the community. These public art investments are the focus of the MAP.

To develop funding projections for the MAP and budgets for individual projects, City staff reviews the Capital Facility Plan to identify projects that trigger the 1% for Art set-aside. These projects and their locations, impacts, and estimated public art budgets are reviewed and considered by Arts Commission. The Commission generates a complete project list that includes planned capital-funded purchases as well as other projects identified in the

Commission’s Annual Work Plan. This project list forms the core of the Municipal Art Plan, which the Commission then recommends to City Council for approval.

In developing plans for public art projects, a number of conditions and values are considered to determine the best use of available resources for the benefit of the arts and the community. As a starting point, capital project-generated funds are considered for art projects at or near the site of the construction to enhance the public improvement, or to mitigate for the impact of the improvements. For large design/build projects, staff has piloted a process where the consultant has been required to bring a public artist into the design team. The Franklin and Legion Way Pedestrian Improvements is the first of these completed projects, which includes West Bay and Yelm Highway Park Planning. This approach eliminates redundancies in the process and ensures the participation of a public artist at the ground floor of complex design/build projects. The 1% for Art Funds are maintained and used for public art in those specific design/build projects. The Arts Commission reviews and provides comment on the developing art component as part of the general project community outreach, and City Council approves the art design as a seamless part of the overall construction design.

The funding for art generated by small capital projects is often too small to be very effective. In these cases, funds from multiple projects may be combined, or \$1 per capita funds added when available, to create a viable public art project budget. Balancing opportunities for multiple small projects versus fewer, more significant projects is an important planning consideration. Combining funds can bring a significant installation of public art to a capital improvement project that is too small to generate funds on its own, but which may be desirable because of location or community access. Until complete, priority for smaller projects or transportation related project funds will be directed toward completion of the eight projects that make up the Art Crossings Project. In selecting projects, programs and works of art, the OAC will consider how proposals accomplish the following:

- **Contribute to broad distribution of public art throughout Olympia.**  
Commissioners will consider the relative representation of art among City neighborhoods, and seek to distribute public art broadly throughout the community.
- **Provide for diverse forms of art within the public collection.**  
A wide range of style, media, subjects and viewpoints will offer perspective and interest for everyone.
- **Bring new ideas, innovation, or thinking to the community.** Encourage community conversation with focus on broader art experiences and culture and heritage focus.
- **Achieve a balanced City collection that includes a strong local base but also has regional and national reach.**
- **Ensure artwork is maintainable and safe.**
- **Ensure artwork is well-suited to chosen site or venue.**

### **3. Equity, Inclusion and Belonging**

As an organization, the City of Olympia understands the power and influence government has to impact the daily lives of our residents, and the power to shape policies and practices that reduce inequities stemming from institutional and structural racism and oppression. In addition, the Parks, Arts and Recreation Department is committed to deepening engagement with underrepresented community members through creativity, innovation and relationship building to better provide a parks, arts and recreation system where all Olympians feel they belong.

#### 4. Project List for 2022

The following slate of projects is diverse in arts disciplines and are located throughout Olympia. These investments in the arts support current and future endeavors, care for the collection we have and offer opportunity for local and regional artists, from youth through professional, to benefit the community and shared built environment. Together, this slate of initiatives will contribute to the creative and cultural arts in Olympia in the following ways:

- Expanding a diversity of the arts deeper into our neighborhoods and beyond the downtown core,
- Investing in the future of the arts and artists in our community, and showcasing their talent,
- Continuing with successful programs that are embraced by the community.

Traffic Box Wraps - \$16,000 – Up to 10 utility boxes in Olympia will be wrapped with artwork by local artists of all ages and printed on vinyl, both to replace failing wraps and wrap new boxes. As vinyl is expected to last up to 3 years, wraps may be replaced in following years, depending on project evaluation. This project is intended to provide opportunities for youth and emerging artists.

Music Out Loud - \$3,000 – Funding for 9 performances during the summer months: three performances at each of the three sites marked with a sidewalk mosaic in downtown Olympia.

Percival Plinth Project – \$33,000 – This ongoing project hosts loaned sculpture (up to 18) for an exhibition of one year along Percival Landing. During the month of July, the public is invited to vote for the sculpture they wish for the City to purchase.

Olympia Art Crossings - \$75,000 – Sited at key "gateway" locations surrounding the downtown, creative works of art that reflect Olympia's neighborhoods and community, and mark passage between downtown and our neighborhoods. The Eastside St location is currently in fabrication, with installation expected fall 2021, with the Martin Way/Pacific location getting started with artist selection.

City Hall Rotating Exhibit Support - \$1,100 – Host rotating exhibits of visual art and cultural artifacts for public interest and enjoyment, inside City Hall. Exhibits will be supported by concurrent presentations open to the public.

Poet Laureate - \$2,250 – Biennial Poet Laureate program, to promote poetry as an art form, expand access to the literary arts, connect the community to poetry, and promote poetry as a community voice that contributes to a sense of place. Funds cover an annual honoraria and small fund for materials and supplies.

Arts and Culture Organizations Granting Program - \$35,951 (\$20,000 + \$15,951 from contracts in 2020 and 2021, extended due to COVID) – The Arts Commission will continue with Grants to Arts & Culture Organizations, to provide equitable access to the arts for all Olympians. The program goal is to expand citizen involvement with the arts, engage underserved populations, and promote the interests of the broader Olympia community.

Artist-In-Residence Program – \$2,250 - In partnership with the City's Homeless Response efforts, work with City-supported shelters to invite an Artist-In Residence to provide art education to one location for a period of up to 6 months.



#### 4. Planning Context

Beginning in 2015 the OAC adopted a five-year budget planning horizon to allow a longer look ahead, facilitating planning for prospective capital projects that will be phased over several years, and for ongoing costs associated with others.

Taken together with the efforts described in the 2022 Work Plan, this 2022 budget and MAP reflect a continuing effort to build supportive social and practical infrastructure for the arts and artists in Olympia, supporting the creative and nourishing energy that the arts bring to our community, especially important as collectively we emerge from the global pandemic. Especially uplifting is the potential of the Armory Creative Campus, currently in the planning phases.

The balance of 2022 projects reflect this Commission's goal to continue with programs that have shown strong popular support and public engagement, including Arts Walk, the Plinth Project, and Traffic Box Wraps, Grants to Arts & Culture Organizations, and the Poet Laureate program.

#### 5. Other Activities

Maintenance and conservation efforts are necessary to preserve the integrity of the City's collection for the benefit of the community. Annual art cleaning/maintenance is completed with assistance of a .25FTE parks seasonal staff person, while for funding for conservation and maintenance materials and supplies is generated from interest drawn on the Municipal Art Fund.

#### Budget Summary and 5-Year Prospective (for Planning Purposes)

<b>FIVE YEAR MUNICIPAL ART PLAN</b>						
	<b>2021 Actual</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
<b>Projected Revenue</b>						
Available balance	341,246	287,139	165,606	135,024	104,442	73,860
\$1 per capita	56,018	56,018	56,018	56,018	56,018	56,018
Capital projects 1% for art (received)	10,894					
<b>Revenue Total</b>	<b>408,158</b>	<b>343,157</b>	<b>221,624</b>	<b>191,042</b>	<b>160,460</b>	<b>129,878</b>
<b>Projects</b>						
Traffic Box Wrap		16,000	16,000	16,000	16,000	16,000
Music Out Loud		3,000	3,000	3,000	3,000	3,000
Percival Plinth Project	21,960	33,000	33,000	33,000	33,000	33,000
Olympia Art Crossings	72,376	75,000				
City Hall Rotating Exhibition	700	1,100	1,100	1,100	1,100	1,100
Arts Walk cover purchase		1,500	1,500	1,500	1,500	1,500
Poet Laureate	1,350	2,250	2,250	2,250	2,250	2,250
Grants to Arts and Culture Organizations	17,133	35,951	20,000	20,000	20,000	20,000
Artist in Residence		2,250	2,250	2,250	2,250	2,250
Annual Maintenance/Conservation	7,000	7,000	7,000	7,000	7,000	7,000
Insurance	500	500	500	500	500	500
<b>Expense Totals</b>	<b>121,019</b>	<b>177,551</b>	<b>86,600</b>	<b>86,600</b>	<b>86,600</b>	<b>86,600</b>
<b>Remaining Balance</b>	<b>287,139</b>	<b>165,606</b>	<b>135,024</b>	<b>104,442</b>	<b>73,860</b>	<b>43,278</b>

## Bicycle and Pedestrian Advisory Committee (BPAC) 2022 Work Plan April 2022 - March 2023 Work Plan

*The BPAC will hold six full committee meetings in 2022. In addition to the full committee meetings, subcommittee meetings and special meetings will continue to be held as needed.*

### Section 1. 2022 Policy Issues - Recommendations to City Council

Consistent with past practice, committee recommendations are forwarded to the full Council as part of the report for the relevant Council agenda items, often as an attached memo authored by the Chair or committee and/or an oral report by the Chair at a Council meeting. Unless otherwise noted, staff estimates that there is sufficient professional and administrative staff time to accomplish the Section #1 in 2022-23.

Professional staff liaison to BPAC is Michelle Swanson.

Estimated Percent of Overall Committee Effort: 40%

Title Description	Committee Lead and Commitment <i>Committee hours, not individuals.</i>	Staff Commitment <i>Hours reflect working with the committee, not total project staff time.</i>	Schedule <i>Estimated timeline from start to finish.</i>	Budget Implications
1.a. Capital Facilities Plan annual review: Review bicycle- and pedestrian-related CFP programs and priorities.  Deliverable: Recommendation to City Council	Full committee: 2-3 hours	Transportation staff: 3-4 hours	July - September	Budget implications identified during development of the Capital Facilities Plan
1.b. Emerging policy issues: As appropriate, discuss and make recommendations about emerging policy issues for bicycle and pedestrian transportation.  Deliverable: Recommendation to City Council	Full committee: 1-2 hours	Transportation staff: 2-4 hours	Ongoing	None anticipated
1.c. New member applications: Review applications for BPAC vacancies and make recommendations.  Deliverable: Recommendation to the General Government Committee	Full committee: 1-2 hours	Transportation staff: 2-4 hours	January - March	None anticipated
1.d. Special projects and studies: As necessary, provide recommendations on studies and special projects as directed by Council in the scope of work for the project or study.  Deliverable: Recommendations to City Council as identified in project/study scope	Full committee: 1-2 hours depending on projects	Transportation staff: 2-4 hours depending on projects	Ongoing	Budget implications addressed through larger project scope

SECTION 2.

2022 Program Implementation and/or Input to Staff

As programs are implemented and administrative procedures developed, staff often consults with committees for their input and perspective. Input from the committee is considered by staff in implementing the program or policy. This work is secondary to the primary committee purpose of policy recommendation advice to the City Council.

Unless noted under "Budget Implications," there is sufficient staff time/resource available in 2022 to accomplish or advance these items.

Estimated Percent of Overall Committee Effort: 60%

Title Description	Committee Lead and Commitment	Staff Commitment	Schedule	Budget Implications
2.a. Comprehensive Plan update: Briefing on the scheduling and approach to the next update.  Deliverable: Comments to City staff.	Full committee: 1-2 hours	CP&D staff: 2-4 hours  Transportation staff: 1-2 hours	May - March	None anticipated
2.b. Street Safety Plan update: Briefing on the results of a recent collision analysis and plan update.  Deliverable: Comments to City staff.	Full committee: 1-2 hours	Transportation staff: 2-4 hours	May - July	Projects identified in the <b><i>Street Safety Plan</i></b> are in the <b><i>Capital Facilities Plan</i></b>
2.c. Grants: Briefing from City staff on which grants they will pursue and for which projects.  Deliverable: Comments to City staff.	Full committee: 1-2 hours	Transportation staff: 2-4 hours	May - July	Successful grant applications bring in revenue.
2.d. Engineering Design and Development Standards (EDDS): As appropriate, review and comment on revisions to the EDDS.  Deliverable: Comment to staff and/or recommendation to City Council.	Full committee: 1-2 hours	Transportation staff: 2-4 hours	June - December	None anticipated
2.e. ADA Transition Plan: Briefing on how the City is implementing this plan in the transportation system.  Deliverable: Comments to City staff.	Full committee: 1-2 hours	Transportation staff: 2-4 hours	September - November	None anticipated
2.f. Project, plans, & study review: As appropriate, provide feedback or make recommendations on City bicycle- and pedestrian-related projects, plans, and studies.	Full committee: 1-2 hours	Transportation staff: 2-4 hours	Ongoing	None anticipated

Title Description	Committee Lead and Commitment	Staff Commitment	Schedule	Budget Implications
Deliverable: Comments to staff and/or recommendation to City Council.				

DRAFT

**Design Review Board Work Plan 2022:**

Meetings: 2<sup>nd</sup> & 4<sup>th</sup> Week of each month.

Exceptions:

- November – 1<sup>st</sup> and 3<sup>rd</sup>.
- Subcommittee meetings and special meetings will be scheduled as needed.

Staff Liaison: Nicole Floyd, Principal Planner: 360.570.3768: [nfloyd@ci.olympia.wa.us](mailto:nfloyd@ci.olympia.wa.us)

<b>Work Product / Deliverable</b>	<b>Schedule</b>	<b>Board /Staff Commitment</b>	<b>Budget Implications</b>
<p><b>Project Review:</b> Review of project design for compliance with adopted design criteria through: Concept, Detail, or Combined review.</p> <p>Make recommendation on compliance to the review authority.</p>	Regularly Occurring – every meeting.	<p>Board Members: Should spent several hours evaluating code criteria and design features per project prior to the meeting.</p> <p>Staff: Provides helpful guidance to Board in the way of code review analysis and suggested conditions of approval if applicable. Staff should aim to spend less than 20 hours on documenting /presenting / preparing for the Board meeting.</p>	Included in base budget. Application fees should result in 80% or better for staff time spent on preparing documents for the Board. Currently recovery is below the goals. While not relevant to the general fund, efforts are being made to improve cost recovery through improve efficiency and coordination.
<p><b>Study Sessions/ Work Sessions:</b> Staff and Board work together to find opportunities to schedule and learn about code applicability. Aim to hone skills, improve meeting flow, and efficiency. Evaluate past projects and recommendations against the end result of the constructed building.</p>	1 to 2 times per year / as needed. Given high volume of new members, possibly more this year.	<p>Board: 2-hour meetings and OPMA / PRA training requirements.</p> <p>Staff: Prep. for educational meetings – no more than 5 hours per event.</p>	Included in base budget. With limited staff time, careful consideration of work priorities is needed.
<p><b>Annual Retreat:</b> Staff and Board work together to determine agenda. Retreat aims to celebrate successes, and include fun/ interesting presenters on various design topics.</p>	End of calendar year.	<p>Board: 10-15 hrs. of Board prep + 4 hrs. at the retreat</p> <p>Staff: 10-15 hrs. of prep and time at the retreat.</p>	\$20 pp for lunch, if applicable.

Work Product / Deliverable	Schedule	Board /Staff Commitment	Budget Implications
<p><b>Design Featurettes:</b> Short narratives on design topics with graphics to illustrate themes and concepts to be posted on the DRB Website and other medias as appropriate.</p>	<p>As time permits. One per member per year if desired.</p>	<p>Board: 4 hours per featurette, plus full board review.</p> <p>Staff: 1-2 hours per featurette: editing, uploading to web, distribution etc.</p>	<p>Included in base budget. With limited staff time, careful consideration of work priorities is needed. Printed materials would represent a minor expense if needed.</p>

March 3, 2022

To: CLPS Committee Council Members  
From: Holly Davies, Chair  
Olympia Heritage Commission  
Subject: OHC 2022 Work Plan

The 2022 Work Plan for the Olympia Heritage Commission is offered in a new format this year. In a single, double-sided page we have organized our mission and core strategies, aligned them to working committees, and shared our priority projects for the coming year. This “SOAP” or Strategy on a Page is based on an example from La Grange, Kentucky and draws on examples from other Olympia Advisory committees. We hope you find it a quick and interesting read.

Highlights of 2022 Plan:

- Research and document **Olympia’s Indie Music History**, supported by a \$5000 Thurston County Heritage Grant (award has not been formally announced as of this date), exploring a unique aspect of Olympia history, promoting sense of place, and contributing to community pride especially in our downtown. Research completed in 2022 will be shared with the public through future exhibits, installations, heritage designations and events.
- Explore ways to recognize and share the value of “**intangible heritage assets**” -- heritage assets such as cultural landscapes and legacy businesses, that contribute to Olympia’s culture and character through means other than the built environment.
- Continue commission discussions on topics of **diversity, equity and inclusion in historic preservation, heritage, and the arts**, and, carrying over from 2021, work with the Olympia Arts Commission to develop a public **speaker series** on related topics.
- Integrate elements and themes from all the above projects – music history, intangible heritage assets, diversity and inclusion, and public education, and **explore the potential for a Fourth Avenue East heritage designation**. This work may also support other city initiatives such as the Creative District and economic resiliency and responds to the Downtown Strategy.
- In January 2022 the Commission significantly **revised guidance for installation of solar panels** on historic buildings, balancing important societal values by introducing broad flexibility for most installations and reflecting City Council priorities for sustainable energy practices.

On behalf of the entire Heritage Commission, thank you for all that you do, and for your interest and support of this work in 2022.

# Olympia Heritage Commission

## 2022 WORKPLAN



### Mission:

“Identify and actively encourage the preservation of Olympia’s historic resources by maintaining, updating, and expanding the Olympia Heritage Register and reviewing proposed changes to Heritage Register properties; to raise community awareness of Olympia’s history and historic resources; and to serve as the City’s primary resource in matters of history, historic planning and preservation.” **(OMC 18.12.055)**

### Core Strategies:

Educate and Inspire	Preserve and Promote	Partner and Collaborate	Integrate Preservation Best Practices in Good Government	Review and Permitting
<ul style="list-style-type: none"><li>• Heritage Month</li><li>• Recognition Awards</li><li>• Special programs, events, tabling, tours</li><li>• Research and Interpretation</li></ul>	<ul style="list-style-type: none"><li>• Individual listings</li><li>• District listings</li><li>• Explore and encourage incentives</li><li>• Build trust with owners, developers, contractors, realtors, &amp; community</li></ul>	<ul style="list-style-type: none"><li>• ARCH</li><li>• Community &amp; Educational Org’s</li><li>• Heritage Org’s</li><li>• Local Businesses</li><li>• Build relationships with Tribes &amp; BIPOC community</li></ul>	<ul style="list-style-type: none"><li>• Input to City Planning efforts</li><li>• Diversity, Equity &amp; Inclusion</li><li>• Heritage Commission Development</li></ul>	<ul style="list-style-type: none"><li>• Timely review w/in permit process</li><li>• Guidance for homeowners and contractors</li><li>• Special Tax Valuation</li></ul>
<p>✓</p> <p>Marketing &amp; Outreach</p>	<p>✓</p> <p>Survey &amp; Designation</p>	<p>✓</p> <p>All Committees</p>	<p>✓</p> <p>Policy, Ordinance &amp; Guidance</p>	<p>✓</p> <p>Heritage Review</p>



# Heritage Commission 2022 Projects



**2022 Meeting Schedule:** 4<sup>th</sup> Wednesday at 6pm Mar 23, Apr 27, May 25, Jun 22, Jul 27, No Aug; Sept 28 and Oct 26; and Nov 28, Dec 14;

Activity	Task Detail for 2022	Schedule	Budget
<b>Educate and Inspire: Marketing &amp; Outreach Committee</b>			
Heritage Month 2022	Theme, Awards, Recognition Event, Publicity	March to May	-0-
LoveOly Presence	Plan and host heritage exhibit or activity	July or August	-0-
Olympia Indie Music History Research	Develop SOW and Contract for professional researcher to execute work under Thurston Heritage Grant.	Complete by December 2022	\$5000.00 grant; matched with in-kind hours by staff and commissioners
<b>Preserve and Promote: Survey &amp; Designation Committee</b>			
Explore Fourth Avenue East Historic District	Talk with property owners, research properties and possible district boundaries.	March through December	-0-
Promote individual listings	Advocate for individual listing of key properties in downtown and related to Olympia Indie Music History project.	April through December	CPD administration funds markers
<b>Partner and Collaborate: All Committees</b>			
Equity in ARCH Speaker Series	Develop and host a speaker series in collaboration with the Arts Commission to explore issues of Equity in Arts & Heritage in our community.	March through December	Arts Commission Funding
<b>Integrate Preservation Best Practices in Good Government: Policy, Ordinance and Guidance Committee</b>			
Heritage Commission Training	Plan 2022 retreat and additional development training for OHC (Jurassic?)	Schedule Retreat and training	-0-
Equity in Historic Preservation Discussions	Continue discussions begun in 2021 on topics of equity, inclusion, and preserving places that hold intangible historic/cultural value such as legacy businesses and cultural landscapes.	Plan into regular OHC Meetings	-0-
<b>Review and Permitting: Heritage Review Committee</b>			
Educate historic homeowners re permitting and Special Tax Valuation	Contact historic property owners with reminders about permit requirements via email and newsletter, start with SCNA.	Fall 2022	CPD operating funds if needed
2022 Special Tax Valuation Applications	Review and recommend approval by Council	Fall 2022	-0-

**DRAFT Parks and Recreation Advisory Committee Work Plan -- April 2022 through March 2023**

Month	Title/Description	Staff	Time Needed	PRAC Action
4/21/22	OPARD 2021 Performance Review & COVID outlook	Paul Simmons	25 minutes	Briefing
	Kaiser Woods Park	Sarah Giannobile	25 minutes	Briefing and Feedback to Staff
	Yelm Hwy Community Park Master Plan	Laura Keehan	30 minutes	Recommendation to Council
5/19/22	Equity, Inclusion and Belonging Initiative Briefing	Olivia Salazar de Breaux	30 minutes	Briefing and Feedback to Staff
	Percival Landing Re-visioning Briefing	Paul Simmons	30 minutes	Briefing and Feedback to Staff
6/16/22	Armory Creative Campus Update	Angel Nava/Stephanie Johnson	20 minutes	Briefing and Feedback to Staff
	Sensory Gardens & Bee City USA Designation	Amy Stull/Jennifer Gessley Gayman	20 minutes	Briefing and Feedback to Staff
	Rebecca Howard Park	Sarah Giannobile	30 minutes	Briefing and Feedback to Staff
<b>JULY 2022 - NO MEETING</b>				
8/18/22	Capital Facilities Plan (CFP)	Tammy LeDoux	20 minutes	Briefing and Feedback to Staff
	Capital Asset Management Program (CAMP)	Jake Lund	20 minutes	Briefing and Feedback to Staff
	Priest Point Park Renaming	tbd	40 minutes	Public Hearing & Recommendation to Council
9/15/22	Capital Facilities Plan	Tammy LeDoux	15 minutes	Recommendation to Council
	Capital Asset Management Program (CAMP)	Jake Lund	15 minutes	Recommendation to Council
	OPARD Climate Briefing	Pamela Braff/Sylvana Niehuser	25 minutes	Briefing and Feedback to Staff
10/20/22	Outdoor Recreation Overview	Tad Early/Mike Baker	20 minutes	Briefing and Feedback to Staff
	OPARD Partnerships Overview	Scott River	25 minutes	Briefing
<b>NOVEMBER &amp; DECEMBER 2022 - NO MEETINGS</b>				
1/20/23	Screening New PRAC Member Applications	Laura Keehan	30 minutes	Recommend Interviewees to Council Gen Gov't Cmte
	PRAC Workplan and Chair Elections	Laura Keehan	30 minutes	Review draft workplan and forward to Council Gen Gov't Cmte
<b>FEBRUARY 2023 - NO MEETING</b>				
3/17/23	Grant Applications	Laura Keehan	30 minutes	Letters of Support
As Needed	Park Naming	Laura Keehan	60 minutes	Hold Public Hearing & Recommendation to Council
	Participation in groundbreakings and dedications	N/A	45 minutes	Attendance is Optional

# PBIA (Parking & Business Improvement Area) Advisory Board 2022 Work Plan

January 2022 through April 2023. The committee meets once per month. Staff liaison for PBIA is Max DeJarnatt

## SECTION 1: PBIA Initiatives (actions funded and/or implemented by the PBIA)

### A. Communications (with members/downtown businesses)

Unless otherwise noted, there is sufficient professional and administrative staff time to accomplish the Section #1 staff commitments in 2022.

Estimated Percent of Overall Committee Effort: 18%

Title Description	Committee Commitment	Staff Commitment <i>Hours reflect working with the committee, not total project staff time.</i>	Schedule <i>(Estimated)</i>	Budget Implications
<p><b>1A.1 Monthly Meeting Roundtable</b></p> <p><b>PBIA Role:</b> Time devoted at end of each PBIA meeting to discuss downtown business interests, leading to:</p> <ul style="list-style-type: none"> <li>• Quarterly short survey questions</li> <li>• Identification of issues that can be addressed by existing programs</li> <li>• Identification of key messages or issues that need to be reported to the City Council (quarterly at GG)</li> <li>• Advice for staff about messages important to convey to Downtown businesses through ongoing communication materials (e.g., e-blasts, quarterly or bi-annual newsletters, PBIA annual report)</li> </ul> <p><b>Deliverable/Outcome:</b> As outlined above. Connect the downtown businesses and City. Help staff communicate effectively with downtown business stakeholders.</p>	<p>10-20 minute discussion at each meeting</p>	<p>10-20 minute discussion at each meeting</p> <p>+ Prepare and distribute communications</p>	<p>Monthly</p>	<p>N/A</p>

<p><b>1A.2 Survey Downtown Businesses:</b> Gauge the interests, concerns and priorities of downtown businesses (members) and get their feedback about PBI A and City efforts.</p> <p><b>PBIA Role:</b> Develop short 3-question surveys that will be sent quarterly to members online; establish a “suggestion box” – both physical and online - to constantly gather member feedback.</p> <p><b>Deliverable:</b> Survey results and other comments received will be provided to City Council through reports shared with City Council quarterly.</p>	<p>Identify questions and discuss survey results as part of monthly roundtable</p>	<p>Identify questions and discuss survey results as part of monthly roundtable</p> <p>+ Put survey online, notice it, prepare summary report</p> <p>+ Put up and monitor suggestion box, prepare summary</p>	<p>Quarterly</p>	<p>N/A</p>
<p><b>1A.3 Annual member meeting</b></p> <p><b>PBIA Role:</b> Host an annual meeting for PBIA members (ratepayers). This is required by the PBIA bylaws. Source inspiring speaker to generate attendance.</p> <p><b>Deliverable/Outcome:</b> Meeting to promote member relations.</p>	<p>3 hours (1 hour to plan to event, 2 hours for event)</p>	<p>2.5 hours (.5 hours to plan to event, 2 hours for event)</p> <p>+ Handle meeting logistics</p>	<p>TBD</p>	<p>Included in \$2,000 Administration budget</p>

## 1B. Clean & Safe

Unless otherwise noted, there is sufficient staff time/resource available in 2022 to accomplish or advance these items.

Estimated Percent of Overall Committee Effort: 1%

<p><b>Title Description</b></p>	<p><b>Committee Commitment</b></p>	<p><b>Staff Commitment</b> <i>Hours reflect working with the committee, not total project staff time.</i></p>	<p><b>Schedule (Estimated)</b></p>	<p><b>Budget Implications</b></p>
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### Plans

<p><b>1B.1 Partner with the Downtown Ambassador program</b></p> <p><b>PBIA Role:</b> Gather feedback from members about the program, which may influence priorities.</p> <p><b>Deliverable/Outcome:</b> Leverage City funds to expand the ambassador operations.</p>	<p>0 hours</p> <p>(any time devoted would be part of Communications in Section 1)</p>	<p>0 hours</p> <p>(any time devoted would be part of Communications in Section 1)</p>	<p>N/A</p>	<p>\$43,500</p>
<p><b>1B.2 Mural Protection</b></p> <p><b>PBIA Role:</b> Identify murals in need of protection /preservation/ rehabilitation</p> <p><b>Deliverable/Outcome:</b> preservation of community assets and a cleaner downtown</p>	<p>Approximately .5 hours of discussion</p>	<p>Approximately .5 hours of discussion</p>	<p>Q2 or Q3</p>	<p>\$1,500</p>
<p><b>1B.3 Extra Alley Flushings</b></p> <p><b>PBIA Role:</b> Provide funds to carry out 3 extra alley flushings during the summer months, in addition to the 2 provided by Public Works. (May-Sept). Coordinate for pre-cleaning to avoid unintended messes. Options for pre-emptive signage.</p> <p><b>Deliverable/Outcome:</b> A cleaner downtown</p>	<p>0</p>	<p>0</p>	<p>N/A</p>	<p>\$1,200</p>

# 1C. Beautiful Streetscapes

Unless otherwise noted, there is sufficient staff time/resource available in 2022 to accomplish or advance these items.

Estimated Percent of Overall Committee Effort: 2%

<b>Title Description</b>	<b>Committee Commitment</b>	<b>Staff Commitment</b> <i>Hours reflect working with the committee, not total project staff time.</i>	<b>Schedule (Estimated)</b>	<b>Budget Implications</b>
<b>Plans</b>				
<p><b>1C.1 Flower Baskets:</b> 78 flower baskets to be hung and regularly maintained from end of May-Sept. Seek partnerships/sponsorships for expanding program.</p> <p><b>PBIA Role:</b> Review 2021 results and provide input to staff about contract needs for 2022 program</p> <p><b>Deliverable/Outcome:</b> Flower baskets that contribute to an attractive and welcoming downtown environment</p>	<p>.5 hours</p>	<p>.5 hours</p>	<p>Q2-3</p>	<p>\$23,400 total</p>
<p><b>1C.2 Public Art Investment:</b> (i.e. Art in Windows, benches, murals, plinth purchase, collaboration with Arts Commission etc)</p> <p><b>PBIA Role:</b> Discuss what type of art or themes they would like to see showcased in vacant windows (staff works w/property owners)</p> <p><b>Deliverable:</b> Art/photos in vacant storefronts</p>	<p>.5 hours</p>	<p>1-2 hours</p>	<p>Q2- start discussion</p> <p>Coordinate with the Wayfinding Plan</p>	<p>\$2,500</p>

<p><b>1C.3 Lighting</b> illuminating dark streets to create a festive and inviting streetscape.</p> <p><b>PBIA Role: Participate in the identification of placement opportunities of lights.</b></p> <p><b>Deliverable:</b> Festive lighting displays</p>	.5 hours	2 hours	Q2-4	\$8,000
<p><b>1C.4 Investing American Recovery Act funds into Downtown .</b></p> <p><b>PBIA Role: Participate in the identification of opportunities and selection of installation</b></p> <p><b>Deliverable:</b> Impactful, attractive displays</p>	2-4 hours	20 hours	Q2-4	\$30,000

## 1D. Marketing

Unless otherwise noted, there is sufficient staff time/resource available in 2022 to accomplish or advance these items.

Estimated Percent of Overall Committee Effort: 7%

<b>Title Description</b>	<b>Committee Commitment</b>	<b>Staff Commitment</b> <i>Hours reflect working with the committee, not total project staff time.</i>	<b>Schedule (Estimated)</b>	<b>Budget Implications</b>
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### Plans

<p><b>1D.1 Sponsoring Events</b> that benefit and draw visitors into downtown (e.g., Pride, Girls Night Out, Trick or Treat, etc.)</p> <p><b>PBIA Role: Refine application process for sponsorship requests.</b> Choose which events to sponsor and amount</p> <p><b>Deliverable:</b> Support for events hosted by other organizations</p>	2 hours	2 hours	Discussion March 2022	\$7,000
<p><b>1D.2 Twinklefest</b> illuminating dark streets during the winter holiday retail season.</p> <p><b>PBIA Role: Promote retail lighting displays</b></p> <p><b>Deliverable:</b> Festive lighting displays</p>	.5 hours	2 hours	Q4	\$6,000

**1E. Parking**

Unless otherwise noted, there is sufficient staff time/resource available in 2022 to accomplish or advance these items.  
 Estimated Percent of Overall Committee Effort: 3%

<b>Title Description</b>	<b>Committee Commitment</b>	<b>Staff Commitment</b> <i>Hours reflect working with the committee, not total project staff time.</i>	<b>Schedule (Estimated)</b>	<b>Budget Implications</b>
<p><b>1E.1 Educate downtown businesses</b> about the City parking strategy – how it aims to make parking more convenient for customers and where employees can and should park</p>	<p>1-2 hours at committee</p> <p>Additional time for outreach can be folded into Communications efforts outlined in 1A</p>	<p>1-2 hours at committee</p> <p>+ develop materials</p>	Q2-4	N/A – materials to be supplied by CPD



<p><b>PBIA Role:</b> Advise staff on development of communication materials and member outreach to businesses</p> <p><b>Deliverable:</b> Materials and messages</p>				
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## SECTION 2: Administrative Duties

Unless otherwise noted, there is sufficient staff time/resource available in 2022 to accomplish or advance these items.

Estimated Percent of Overall Committee Effort: 22%

Title Description	Committee Commitment	Staff Commitment <i>Hours reflect working with the committee, not total project staff time.</i>	Schedule <i>(Estimated)</i>	Budget Implications
<b>Plans</b>				
<p><b>2.1 Provide input re: potential update to PBIA Ordinance</b></p> <p><b>PBIA Role:</b> Provide input to City Council re: the scope of necessary changes, and potentially make more specific recommendations if requested by Council</p> <p><b>Deliverable:</b> Input to staff &amp; Council</p>	2 hours	2 hours	Q3	Included in CP&D base budget
<p><b>2.2 Review &amp; update PBIA Bylaws</b></p> <p><b>PBIA Role:</b> Scope, consider and adopt potential changes to PBIA bylaws</p> <p><b>Deliverable:</b> Updated bylaws</p>	2 hours	2 hours	Q3	Included in base CP&D budget
<p><b>2.3 Recommendation on PBIA's 2023 budget</b></p> <p><b>PBIA Role:</b> Develop a recommended 2023 budget to implement PBIA's roles and goals</p> <p><b>Deliverable:</b> Recommended budget</p>	2 hours	2 hours	Q4	Recommendation process included in CP&D base budget. Shapes the 2022 PBIA budget

<p><b>2.4 Joint meeting with the Olympia Downtown Association (ODA)</b></p> <p><b>PBIA Role:</b> Help set the agenda and participate</p> <p><b>Deliverable:</b> One meeting with ODA</p>	<p>2-4 hours</p> <p>May be part of D.1</p>	<p>2-4 hours</p>	<p>Q3</p>	<p>N/A</p>
<p><b>2.4 Discussion on the Downtown Improvement District (DID)</b></p> <p><b>PBIA Role:</b> Help set the agenda and participate</p> <p><b>Deliverable:</b> Recommendation</p>	<p>2 hours</p>	<p>2 hours</p>	<p>Q3</p>	<p>N/A</p>

## SECTION 3. Input to Staff

As programs are implemented and administrative procedures developed, staff often consults with committees for their input and perspective. Input from committee members is considered by staff in implementing the program or policy.

Unless otherwise noted, there is sufficient professional and administrative staff time to accomplish the Section #2 staff commitments in 2022.

Estimated Percent of Overall Committee Effort: 7%

Title Description	Committee Commitment	Staff Commitment <i>Hours reflect working with the committee, not total project staff time.</i>	Schedule <i>(Estimated)</i>	Budget Implications
<p><b>Opportunities are unknown at this time, but may include participation in:</b></p> <ul style="list-style-type: none"> <li>• Wayfinding Plan</li> <li>• Potential shared parking program stakeholder group</li> <li>• Ambassador &amp; Clean Team Program</li> <li>• Downtown Design Guidelines</li> <li>• Eco-District</li> <li>• Artswalk</li> </ul>	1 hour of board discussion and/or 1-2 members participate in a stakeholder group	1 hour	TBD	N/A

## SECTION 4. 2022 Informational Briefings (about issues of importance to downtown)

Unless otherwise noted, there is sufficient staff time/resource available in 2022 to accomplish or advance these items.

Estimated Percent of Overall Committee Effort: 40%

Title Description	Committee Commitment	Staff Commitment <i>Hours reflect working with the committee, not total project staff time.</i>	Schedule <i>(Estimated)</i>	Budget Implications

<p><b>4.1 Ambassador &amp; Clean Team Program Update</b></p> <p><b>PBIA Role:</b> Hear the information. Provide any insights.</p> <p><b>Deliverable/Outcome:</b> PBIA is updated and can communicate it to members.</p>	1 hour for 4 quarterly updates	1 hour for 4 quarterly updates	Quarterly	N/A
<p><b>4.2 Economic Development Update</b></p> <p><b>PBIA Role:</b> Hear the information. Provide any insights.</p> <p><b>Deliverable/Outcome:</b> PBIA is updated and can communicate it to members.</p>	1 hour for 2 semi-annual updates	1 hour for 2 semi-annual updates	Semi-annually	N/A
<p><b>4.3 ODA Marketing Update</b></p> <p><b>PBIA Role:</b> Hear the information. Provide any insights.</p> <p><b>Deliverable/Outcome:</b> PBIA is updated and can communicate it to members.</p>	1 hours for 3 updates	1 hour for 3 updates	3x/Year	N/A
<p><b>4.4 Downtown Strategy Update</b></p> <p><b>PBIA Role:</b> Hear the information. Provide any insights.</p> <p><b>Deliverable/Outcome:</b> PBIA is updated and can communicate it to members.</p>	1 hour for semiannual update	1 hour for semiannual update	Semiannual	N/A
<p><b>4.5 Action Plan Update, including indicators</b></p> <p><b>PBIA Role:</b> Hear the information. Provide any insights.</p>	.5 hours	.5 hours	Q2 (May)	N/A

<b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members				
<b>4.6 Parking Strategy Update</b>  <b>PBIA Role:</b> Hear the information. Provide any insights.  <b>Deliverable/Outcome:</b> PBIA is updated and can communicate it to members.	2 hour for quarterly updates	2 hour for quarterly updates	Quarterly	N/A
<b>4.7 OPD Update on Safety Levy Implementation and Walking Patrol</b>  <b>PBIA Role:</b> Hear the information. Provide any insights.  <b>Deliverable/Outcome:</b> PBIA is updated and can communicate it to members.	.5 hours	.5 hours	Q1	N/A
<b>4.8 Homeless Coordinator Update</b>  <b>PBIA Role:</b> Hear the information. Provide any insights.  <b>Deliverable/Outcome:</b> PBIA is updated and can communicate it to members.	.5 hours	.5 hours	Q2 or Q3	N/A
<b>4.9 Sanitation Master Plan Update</b>  <b>PBIA Role:</b> Hear the information. Provide any insights.  <b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members	.5 hours	.5 hours	Q3	N/A
<b>4.10 Transportation Master Plan: A</b> briefing from Public Works Transportation	.5 hours	.5 hours	Q2	N/A

<p><b>PBIA Role:</b> Hear the information. Provide any insights.</p> <p><b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members</p>				
<p><b>4.11 Wayfinding Plan Update</b></p> <p><b>PBIA Role:</b> Hear the information. Provide any insights.</p> <p><b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members</p>	.5 hours	.5 hours	TBD	N/A
<p><b>4.12 Sea Level Rise Plan Update</b></p> <p><b>PBIA Role:</b> Hear the information. Provide any insights.</p> <p><b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members</p>	.5 hours	.5 hours	TBD	N/A
<p><b>4.13 Visitor &amp; Convention Bureau Update</b></p> <p><b>PBIA Role:</b> Hear the information. Provide any insights.</p> <p><b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members</p>	.5 hours	.5 hours	TBD	N/A
<p><b>4.14 Code Enforcement Officer</b></p> <p><b>PBIA Role:</b> Hear the information. Provide any insights</p> <p><b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members</p>	.5 hours	.5 hours	TBD	N/A
<p><b>4.15 Homefund</b></p>	.5 hours	.5 hours	TBD	N/A

<p><b>PBIA Role:</b> Hear the information. Provide any insights</p> <p><b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members</p>				
<p><b>4.16 Downtown Design Guidelines</b></p> <p><b>PBIA Role:</b> Hear the information. Provide any insights</p> <p><b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members</p>	.5 hours	.5 hours	TBD	N/A
<p><b>4.17 Neighborhood Center</b></p> <p><b>PBIA Role:</b> Hear the information. Provide any insights</p> <p><b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members</p>	.5 hours	.5 hours	TBD	N/A
<p><b>4.18 Eco-District</b></p> <p><b>PBIA Role:</b> Hear the information. Provide any insights</p> <p><b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members</p>	.5 hours	.5 hours	TBD	N/A
<p><b>4.19 Short-term Rentals</b></p> <p><b>PBIA Role:</b> Hear the information. Provide any insights</p> <p><b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members</p>	.5 hours	.5 hours	TBD	N/A
<p><b>4.20 Sign Code Update</b></p> <p><b>PBIA Role:</b> Hear the information. Provide any insights</p>	.5 hours	.5 hours	TBD	N/A



<b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members				
<b>4.21 Shoreline Master Plan</b>  <b>PBIA Role:</b> Hear the information. Provide any insights  <b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members	.5 hours	.5 hours	TBD	N/A
<b>4.21 Waste water</b>  <b>PBIA Role:</b> Hear the information. Provide any insights  <b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members	.5 hours	.5 hours	TBD	N/A
<b>4.22 EDDS</b>  <b>PBIA Role:</b> Hear the information. Provide any insights  <b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members	.5 hours	.5 hours	TBD	N/A
<b>4.23 ARTSWALK</b>  <b>PBIA Role:</b> Hear the information. Provide any insights  <b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members	.5 hours	.5 hours	TBD	N/A
<b>4.24 Isthmus Park</b>  <b>PBIA Role:</b> Hear the information. Provide any insights	.5 hours	.5 hours	TBD	N/A

<b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members				
<b>4.25 Courthouse Project</b>  <b>PBIA Role:</b> Hear the information. Provide any insights  <b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members	.5 hours	.5 hours	TBD	N/A
<b>4.26 Downtown Pet Parks</b>  <b>PBIA Role:</b> Hear the information. Provide any insights  <b>Deliverable/Outcome:</b> PBIA understands the issue and can communicate it to members	.5 hours	.5 hours	TBD	N/A



# City of Olympia Planning Commission

February 14, 2022

Community Livability and Public Safety Committee  
Olympia City Council

## **RE: Olympia Planning Commission, 2022-2023 Work Plan**

Dear Councilmembers,

The Olympia Planning Commission (OPC) is pleased to present its 2022-2023 Work Plan recommendation. The workplan reflects City Staff and Council suggestions, as well as OPC member recommended items which consider equity and inclusion, climate action, and covid recovery/resilience or provide an educational foundation to assist in the periodic update process of the Olympia Comprehensive Plan.

The OPC recognizes housing affordability, and lack of diversity in housing stock as a barrier to an inclusive community within the City of Olympia. Therefore, the following items are included in the workplan to either encourage diverse housing stock, address specific barriers to housing stock diversity, or regulations which increase the cost of housing:

- 1.3 Housing Action Implementation
- 1.2 Capital Mall Triangle Subarea Plan
- 1.8 Downtown Parking Exemption Boundary Code Amendment
- 4.3 Housing Strategies/Regional Housing Action Plan Update
- 4.8 Citywide Parking Requirements Overview
- 4.9 Downtown Parking Requirements Overview

The OPC has also included the equity related workplan item of 4.12 Complete Street Design/Enhanced Bike Lanes to review how streets can be designed to ensure the safety of all road users regardless of transportation method.

Many of the previously mentioned workplan items also address climate action. The Thurston Climate Mitigation Plan found that 33% of greenhouse gas emissions in the County are related to the transportation sector. Therefore, encouraging alternative modes of transportation, and encouraging development which locates services and residents in close proximity, is critical to decreasing transportation related emissions. There are a total of ten work plan items which relate to climate action:

- 1.1 Neighborhood Center Strategies
- 1.2 Capital Mall Triangle Subarea Plan
- 1.8 Downtown Parking Exemption Boundary Code Amendment
- 4.4 Martin Way Corridor Study
- 4.7 Gridded Streets

- 4.8 Citywide Parking Requirements
- 4.9 Downtown Parking Requirements
- 4.10 Thurston Climate Mitigation Plan Update
- 4.12 Complete Street Design/Enhanced Bike Lanes
- 4.15 Urban Agriculture

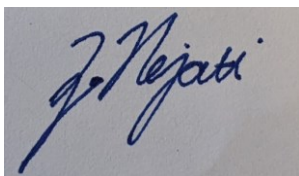
The workplan includes several items which support COVID recovery/resiliency through economic development:

- 1.1 Neighborhood Center Strategies
- 1.6 Create District Code Amendments
- 1.9 Development Code Agreements
- 4.6 Economic Development
- 4.14 Street Cafes and Curb Uses

The remaining workplan items are routine in nature (e.g., 1.5 Review 6-year Capital Facilities Plan, 1.10 Other Zoning Map and Development Code Text Amendments) or are meant to provide the OPC with background information to craft informed recommendations on other workplan items (e.g., 4.2 Comprehensive Plan Periodic Update, 4.16 Programmatic Alternatives Analysis).

The OPC appreciates the City Council for providing input and guidance for the preparation of the 2021-2023 Work Plan. With the approval of this Work Plan, the Commission can continue to respectfully serve the residents and businesses of the City of Olympia.

Sincerely,



**Zainab Nejadi, Chair**  
**Olympia Planning Commission**



**Tracey Carlos, Vice Chair (she/her)**  
**Olympia Planning Commission**

# Olympia Planning Commission - 2022 Work Plan (April 1, 2022 to March 31, 2023)

The Olympia Planning Commission (OPC) is expected to hold approximately 21 regular meetings plus one optional “retreat” during this period. Special meetings may be held, and subcommittees may be formed if necessary to more efficiently complete the work plan. The staff liaison to the OPC is Cari Hornbein, Senior Planner, CPD ([chornbei@ci.olympia.wa.us](mailto:chornbei@ci.olympia.wa.us); 360.753.8048).

<b>Section 1: Policy Issues</b> Commission recommendations on many of these items would be forwarded to the City Council. Recommendations may be conveyed in writing, directly by the Commission chair or a delegate, or by City staff. Unless otherwise noted, staff estimates there is sufficient professional and administrative staff time to support Section #1 in 2022. In general, these work items are tasks that State law or local rules require the Commission to perform. Approximately 75% of overall commission effort.						
Title and Description	Estimated Commission Meeting Time	Estimated Staff Commitment <i>(Direct support for Commission role)</i>	Schedule <i>(Estimated start and completion)</i>	Budget Implications	Commission Role	Source of Proposal
<p><b>1.1 Neighborhood Centers Strategy</b> <i>(continued item from 2014)</i></p> <p>A review of current codes and policies, and market analysis of designated Neighborhood Centers for encouraging neighborhood scale commercial development, higher density housing, and development of strategies for addressing barriers. Public engagement is an integral part of the project and will include outreach to Olympia’s recognized neighborhoods, the CNA, business owners, business organizations, and other identified stakeholders. A consultant has been hired to support this project.</p> <p><b>Deliverable:</b> Policy and code changes would occur in 2023 or later involving public hearings and recommendations to City Council.</p>	3 - 4 hours (3 - 4 meetings)	CPD staff: 10 - 20 hours Other staff: 8 - 10 hours	January - December  2023 or later for related policy and code changes	Included in base budget	Receive briefings in 2022  Review, public hearing, and recommendation in 2023 or later	Planning Commission

Title and Description	Estimated Commission Meeting Time	Estimated Staff Commitment (Direct support for Commission role)	Schedule (Estimated start and completion)	Budget Implications	Commission Role	Source of Proposal
<p><b>1.2 Capital Mall Triangle Area Subarea Plan</b></p> <p>Multi-year project resulting in a subarea plan and environmental impact statement (EIS) that facilitates transit-oriented development within the 272-acre Capital Mall Triangle subarea.</p> <p>This subarea is designated as a High-Density Neighborhood Overlay in the Comprehensive Plan, envisioned to transform into multifamily residential, commercial, and mixed-use neighborhoods. A consultant will be hired to support this project.</p> <p><b>Deliverable:</b> Public hearing and recommendation to City Council.</p>	3 - 4 hours (3 - 4 meetings)	CPD staff: 10 - 20 hours Other staff: 8 - 10 hours	January - December (extending into 2023)	Grant funded	Receive briefings in 2022  Review, public hearing, and recommendation in 2023	City Staff
<p><b>1.3 Housing Action Plan Implementation</b></p> <p>Multi-year project looking at code changes to: 1) reduce parking requirements for residential uses, including for multifamily developments near frequent transit routes, and 2) increase flexibility in the permit process (part of a broader scope to review fees/regulations to identify housing cost reductions and reduce barriers to obtaining permits).</p> <p><b>Deliverable:</b> Public hearing and recommendation to City Council</p>	3 - 4 hours (2 - 3 meetings)	CPD staff: 10 - 20 hours	January - December	Grant funded	Receive briefings in 2022  Review, public hearing, and recommendation in 2023	City Staff
<p><b>1.4 Joint Plan Recommendation</b> <i>(carried over from previous year)</i></p> <p>Review Thurston County Joint Plan for consistency with the City of Olympia's Comprehensive Plan.</p> <p><b>Deliverable:</b> Public hearing (joint) and recommendation to City Council/Thurston County Commissioners.</p>	4 - 6 hours (2 - 3 meetings)	CPD staff: 10 - 20 hours Other staff: 4 - 6 hours	TBD; dependent on County's schedule	Included in base budget	Review, public hearing, and recommendation	City/County Staff

Title and Description	Estimated Commission Meeting Time	Estimated Staff Commitment (Direct support for Commission role)	Schedule (Estimated start and completion)	Budget Implications	Commission Role	Source of Proposal
<p><b>1.5 Review 6-year Capital Facilities Plan (CFP)</b></p> <p>Review the Preliminary CFP, hold a public hearing and identify whether proposals comply with the adopted Comprehensive Plan.</p> <p><b>Deliverable:</b> Public hearing and recommendation to City Council.</p>	<p>8 - 10 hours (3 - 4 meetings including Finance Subcommittee)</p>	<p>CPD staff: 10 – 20 hours Other staff: 4 – 6 hours</p>	<p>August - October</p>	<p>Included in base budget</p>	<p>Review, public hearing, and recommendation</p>	<p>City Staff</p>
<p><b>1.6 Creative District Code Amendments</b> (carried over from previous year)</p> <p>Code amendments to implement the Creative District vision in the Downtown Strategy. The Creative District is a 30-block area of downtown Olympia that is home to creative enterprises such as theaters, galleries, breweries, and industrial designers.</p> <p><b>Deliverable:</b> Public hearing and recommendation to City Council.</p>	<p>6 hours (2 - 3 meetings)</p>	<p>CPD staff: 8 - 10 hours</p>	<p>January - December</p>	<p>Included in base budget</p>	<p>Review, public hearing, and recommendation</p>	<p>City Staff</p>
<p><b>1.7 Subdivision Code Amendments</b> (carried over from previous year)</p> <p>Rewrite of OMC Chapter 17.</p> <p><b>Deliverable:</b> Public hearing and recommendation to City Council.</p>	<p>2 - 3 hours (2 - 3 meetings)</p>	<p>CPD staff: 8 - 10 hours Other staff: 2 - 4 hours</p>	<p>June - December</p>	<p>Included in base budget</p>	<p>Review, public hearing, and recommendation</p>	<p>City Staff</p>
<p><b>1.8 Downtown Parking Exemption Boundary Code Amendment</b> (carried over from previous year)</p> <p>Amendments to OMC 18.38 to expand the downtown residential off-street parking exemption; implements Downtown Strategy.</p> <p>Referral from LUEC instructing the Planning Commission to consider data examining the impact of downtown residential developments in recent years on the on-street parking capacity in their vicinities. This data (gathered by staff) will help in evaluating potential impacts to neighborhoods that would be included in the proposed boundary expansion.</p> <p><b>Deliverable:</b> Public hearing and recommendation to City Council.</p>	<p>2 - 3 hours (2 - 3 meetings)</p>	<p>CPD staff: 8 - 10 hours</p>	<p>January - June</p>	<p>Included in base budget</p>	<p>Review, public hearing, and recommendation</p>	<p>City Council</p>

Title and Description	Estimated Commission Meeting Time	Estimated Staff Commitment <i>(Direct support for Commission role)</i>	Schedule <i>(Estimated start and completion)</i>	Budget Implications	Commission Role	Source of Proposal
<p><b>1.9 Development Agreement Code Amendments</b></p> <p>Amendments to OMC 18.53 regarding development agreements.</p> <p><b>Deliverables:</b> Public hearing and recommendation to City Council.</p>	<p>2 - 3 hours (2 - 3 meetings)</p>	<p>CPD staff: 8 - 10 hours</p>	<p>March - December</p>	<p>Included in base budget</p>	<p>Review, public hearing, and recommendation</p>	<p>City Staff</p>
<p><b>1.10 Other Zoning Map and Development Code Text Amendments</b></p> <p>Review of other privately proposed, staff-initiated, or Council-initiated amendments to the City’s development regulations not referenced above. Includes annual updates to clarify code language and improve consistency with Comprehensive Plan.</p> <p><b>Deliverables:</b> Public hearing and recommendation to City Council.</p>	<p>2 - 4 hours per proposal</p>	<p>CPD staff: 8 - 10 hours per proposal</p>	<p>Dependent on timing of proposals</p>	<p>Included in base budget; private applicants pay a \$3,200 fee</p>	<p>Review, public hearing, and recommendation</p>	<p>City Staff, City Council, or Private Party</p>



<b>SECTION 2: Optional Program Implementation and/or Input to Council or Staff</b>						
As programs are developed and implemented and code amendment proposals and administrative procedures refined, staff often consults with the Commission for their input and perspective. This work is secondary to the primary committee purpose of policy recommendations and advice to the City Council. Depending on scope, there may not be sufficient staff time/resource available to accomplish or advance these items. These items comprise approximately 5% percent of overall commission work effort.						
<b>Title and Description</b>	<b>Estimated Commission Meeting Time</b>	<b>Estimated Staff Commitment (Direct support for Commission role)</b>	<b>Schedule (Estimated start and completion)</b>	<b>Budget Implications</b>	<b>Commission Role</b>	<b>Source of Proposal</b>
<b>2.1 Subarea/Neighborhood Plan</b> Review of draft Subarea Plan initiated by neighborhood association. <b>Deliverable:</b> Comments to staff and neighborhood work group; optional recommendation to Council.	1 - 2 hours (1 - 2 meetings)	CPD staff: 4 - 6 hours	Dependent on requests from neighborhood associations.	Included in base budget	Optional advisor to staff and City Council	City Staff

<b>SECTION 3: Administrative Activities</b>						
In addition to their role in providing input on policy and program implementation, the Commission reviews and approves their work plan on an annual basis. Other activities may include an annual retreat and meeting with other organizations. These items comprise approximately 5 % percent of overall commission work effort.						
<b>Title and Description</b>	<b>Estimated Commission Meeting Time</b>	<b>Estimated Staff Commitment (Direct support for Commission role)</b>	<b>Schedule (Estimated start and completion)</b>	<b>Budget Implications</b>	<b>Commission Role</b>	<b>Source of Proposal</b>
<b>3.1 Organizational Retreat</b> Annual event focused on improving Commissioner relationships and procedures, or focusing on specific topics of interest that allow more time for discussion outside the regular meetings.	4 - 6 hours	CPD staff: 8 - 10 hours	TBD	Included in base budget	Led by Planning Commission or facilitator	Customary practice
<b>3.2 Preparation of 2023 - 2024 Work Plan</b> Time allotted for proposing and discussing work items for following year. <b>Deliverable:</b> Recommendation to Council	2 - 4 hours (2 - 3 meetings)	CPD staff: 8 - 10 hours	January - February	Included in base budget	Review, approval, recommendation	Customary practice
<b>3.3 Coalition of Neighborhood Associations</b> Joint meeting between the Planning Commission and the Coalition of Neighborhood Associations (CNA).	1 meeting	CPD staff: 4 - 6 hours	TBD	Included in base budget	Led by Planning Commission	Planning Commission

**SECTION 4: Informational Briefings**

In addition to their role in providing input on policy and program implementation, the Commission seeks to be a well-informed and effective advisory body. The activities below are intended to improve how the commission accomplishes their work plan each year and ensure they have information and knowledge necessary to fulfill their role. These items comprise approximately 10% percent of overall commission work effort. It is not atypical to not complete the informational briefings listed below, as they are the first items to be displaced when staff and commission time is needed for higher priority work items. Commissioners can submit questions to the staff liaison prior to scheduled briefings; they will be forwarded to the presenters to help them prepare.

Title and Description	Estimated Commission Meeting Time	Estimated Staff Commitment (Direct support for Commission role)	Schedule (Estimated start and completion)	Budget Implications	Commission Role	Source of Proposal
<p><b>4.1 Development/Capital Project Updates</b></p> <p>Quarterly updates from CPD and PW staff on private development and capital projects.</p>	3 - 4 hours (4 meetings)	CPD staff: 2 - 4 hours Other staff: 2 - 4 hours	Quarterly	Included in base budget	Briefing	City Staff
<p><b>4.2 Comprehensive Plan Periodic Update</b></p> <p>Briefings from city staff regarding Comprehensive Plan update. Topics include:</p> <ul style="list-style-type: none"> <li>Laying the Groundwork – process, public participation, scope, GMA framework, etc.</li> <li>Specific chapters to be determined</li> </ul>	1 hour per topic (number of meetings TBD)	CPD staff: 8 - 10 hours Other staff: 4 - 6 hours	January - December	Included in base budget	Briefing	City Staff
<p><b>4.3 Housing Strategies/Regional Housing Action Plan Update</b></p> <p>Update on actions related to the implementation of the Regional Housing Strategy, and update on City plans and strategies for addressing housing supply and affordability, including updates to engineering standards.</p>	1 hour	CPD staff: 4 - 6 hours Other staff: 1 - 2 hours	TBD	Included in base budget	Briefing	Planning Commission
<p><b>4.4 Martin Way Corridor Study (on-going from previous year)</b></p> <p>Briefing on study regarding land use and transportation planning along the Martin Way Corridor; joint effort between Intercity Transit, Lacey, and Thurston County.</p>	1 hour	CPD staff: 1 - 2 hours Other staff: 1 - 2 hours	May - August	Included in base budget/grant funded	Briefing	City Staff
<p><b>4.5 Park Projects</b></p> <p>Briefing on major park plans and projects.</p>	1 hour	CPD staff: 1 - 2 hours Other staff: 1 - 2 hours	TBD	Included in base budget	Briefing	Planning Commission

Title and Description	Estimated Commission Meeting Time	Estimated Staff Commitment <i>(Direct support for Commission role)</i>	Schedule <i>(Estimated start and completion)</i>	Budget Implications	Commission Role	Source of Proposal
<b>4.6 Economic Development</b> Briefing on economic development opportunities and actions in the city.	1 hour	CPD staff: 2 - 4 hours	TBD	Included in base budget	Briefing	Planning Commission
<b>4.7 Gridded Streets</b> <i>(carried over from previous year)</i> Briefing on use of gridded street systems with focus on how they shape neighborhood design, infill development, and transportation choices. Led by Commissioners.	1 hour	CPD staff: 1 - 2 hours Other staff: 1 - 2 hours	TBD	Included in base budget	Briefing	Planning Commission
<b>4.8 City-wide Parking Requirements</b> <i>(carried over from previous year)</i> Assessment of policies and regulations regarding parking requirements, except for downtown, which will be addressed as a separate briefing item.	1 hour	CPD staff: 2 - 4 hours	TBD	Included in base budget	Briefing	Planning Commission
<b>4.9 Downtown Parking Requirements</b> <i>(carried over from previous year)</i> Assessment of policies and regulations regarding parking requirements in downtown Olympia with focus on structured parking and urban design. May inform future amendments to the Comprehensive Plan and parking standards in Title 18 of the Municipal Code.	1 hour	CPD staff: 2 - 4 hours	TBD	Included in base budget	Briefing	Planning Commission
<b>4.10 Thurston Climate Mitigation Plan Update</b> Update on actions related to the implementation of the Climate Action Plan.	1 hour	CPD staff: 2 - 4 hours Other staff: 1 - 2 hours	TBD	Included in base budget	Briefing	Planning Commission
<b>4.11 Regional Housing Action Plan Update</b> Update on actions related to the implementation of the Regional Housing Strategy.	1 hour	CPD staff: 2 - 4 hours	TBD	Included in base budget	Briefing	Planning Commission

Title and Description	Estimated Commission Meeting Time	Estimated Staff Commitment (Direct support for Commission role)	Schedule (Estimated start and completion)	Budget Implications	Commission Role	Source of Proposal
<p><b>4.12 Complete Street Design/Enhanced Bike Lanes</b></p> <p>a) Overview of engineering standards for complete street design.</p> <p>b) Review and discuss standards for enhanced bike lanes as stated in the transportation plan and comprehensive plan. Research has shown that paint-only bike lanes provide little safety benefit and do not create the safety necessary to promote active transportation. Additionally, wider bike lanes allow for more social riding. These enhanced bike lanes require road space and are often in competition with space for car travel. The proposed action would review the most current understanding of what is necessary to provide safe and pleasant bike infrastructure and update engineering standards, the transportation plan, and the comprehensive plan to match.</p>	1 hour	CPD staff: 1 - 2 hours Other staff: 4 - 6 hours	TBD	Included in base budget	Briefing	Planning Commission
<p><b>4.13 Grant Planning</b></p> <p>A briefing on how the time and effort put into competing for grant funding is tied to Olympia's long-range planning and what is expected from the increase in Federal Infrastructure Spending. Grant money from the federal and state level plays a large role in funding large Capital purchases. Consequently, what grants are available and which grants are won strongly shapes the city's spending. Competing for and winning grants serves to bring resources to Olympia, but funding opportunities are not always aligned with Olympia's plans and goals. The goal of this briefing would be to make how this work is prioritized more transparent to the Planning Commission and the public which should also aid when it comes time to evaluate and ask questions regarding the Capital Facilities Plan.</p>	1 hour	CPD staff: 4 - 6 hours	TBD	Included in base budget	Briefing	Planning Commission

Title and Description	Estimated Commission Meeting Time	Estimated Staff Commitment (Direct support for Commission role)	Schedule (Estimated start and completion)	Budget Implications	Commission Role	Source of Proposal
<p><b>4.14 Street Cafes and Curb Uses</b></p> <p>Expand the discussion of parking requirements in buildings downtown (and across the city where necessary) to include the discussion of the best use of the public curb where street parking is currently allowed. This would include expanding sidewalks, pick up/drop off/loading, removing parking, street cafes, parklets, bicycle parking, and benches. Also discuss how these spaces encourage social connection.</p>	1 hour	CPD staff: 4 - 6 hours Other staff: 2 - 4 hours	TBD	Included in base budget	Briefing	Planning Commission
<p><b>4.15 Urban Agriculture (new proposal)</b></p> <p>Briefing from city staff regarding urban agriculture and the work of the Urban Farmland Work Group.</p>	1 hour	CPD staff: 4 - 6 hours Other staff: 2 - 4 hours	September - December	Included in base budget	Briefing	City Council
<p><b>4.16 Programmatic Alternatives Analysis for CFP Development</b></p> <p>Briefing on how City of Olympia completes its programmatic alternatives analysis to score, rank, and determine project sequencing for the CFP. Programmatic alternatives analysis is the decision-making process used to ensure an entity funds those projects, or sets of projects, that are most likely to help them achieve its goals and objectives.</p>	1 hour	CPD staff: 4 - 6 hours Other staff: 2 - 4 hours	May - July	Included in base budget	Briefing	Planning Commission
<p><b>4.17 Operations Budget Briefing</b></p> <p>An overview of the city's operations budget and how it interacts with the Capital Facilities Plan. This overview would support work in the Finance Subcommittee and Planning Commission to review the Capital Facilities Plan.</p>	1 hour	CPD staff: 4 - 6 hours Other staff: 2 - 4 hours	May - July	Included in base budget	Briefing	Planning Commission

City of Olympia  
DRAFT UAC 2022-2023 Work Plan

Month	Request/Description	Staff	Time Needed	UAC Action
Apr-22	Water System Plan - Final	Susan Clark	20 minutes	Review and approve. Submit to Council
	Drainage Design and Erosion Control Manual Update	Susan Clark	40 minutes	Review and provide feedback to staff
	Waste ReSources Plan	Gary Franks & Ron Jones	40 minutes	Review and approve. Submit to Council
May-22	Expanded Street Sweeping Program	Sue Barclift	40 minutes	Review and provide feedback to staff
	Urban Agriculture Irrigation Rates	Eric Christensen	30 minutes	Review and provide feedback to Council through rate recommendation
	Low Income Housing GFCs	Eric Christensen	30 minutes	Review and provide feedback to Council through rate recommendation
Jun-22	Stormwater Management Action Planning	Kym Foley	40 minutes	Review and provide feedback to staff
	Drainage Design and Erosion Control Manual Update	Susan Clark	40 minutes	Review and approve. Submit to Council
	Utilities - Quarterly Financial Update	Eric Christensen & Gary Franks	20 minutes	Review and provide feedback to staff
<b>Optional meeting July 2022 - Utility Site Tour</b>				
Aug-22	Capital Facilities Plan	Susan Clark	30 minutes	Review and provide feedback to staff
	Utility Operating Budgets, Rates, and General Facility Charges (initial drivers and trends)	Eric Christensen & Gary Franks	30 minutes	Review and provide feedback to staff
	AWWA Performance Benchmarking	Eric Christensen	20 minutes	Review and provide feedback to staff
Sep-22	Utility Operating Budgets, Capital Facility Plan, Rates, and General Facility Charges (continued)	Eric Christensen & Gary Franks	60 minutes	Review and provide feedback to staff
	LOTT Rates, Capacity Development Charges and Cost of Service	LOTT Staff	20 minutes	Review and provide feedback to Council through rate recommendation
	Utilities - Quarterly Financial Update	Eric Christensen & Gary Franks	15 minutes	Review and provide feedback to staff
Oct-22	Utility Operating Budgets, Capital Facility Plan, Rates, and General Facility Charges (final)	Eric Christensen & Gary Franks	90 minutes	Review and provide feedback to Council through rate recommendation

City of Olympia  
DRAFT UAC 2022-2023 Work Plan

Month	Request/Description	Staff	Time Needed	UAC Action
Nov-22	Pollution Source Control	Susan McCleary	45 minutes	Review and provide feedback to staff
	Stormwater Collections Planning	Eric Christensen	20 minutes	Review and provide feedback to staff
	Sea Level Rise Update	Eric Christensen or Susan Clark	25 minutes	Review and provide feedback to staff
Dec-22	UAC Work Plan Development for 2023-2024	Eric Christensen	30 minutes	Review and provide feedback to staff
	Climate Mitigation Update	Dr. Pamela Braff & Eric Christensen	20 minutes	Review and provide feedback to staff
	Waste ReSources Facility Update	Gary Franks	25 minutes	Review and provide feedback to staff
	Utilities - Quarterly Financial Update	Eric Christensen & Gary Franks	15 minutes	Review and provide feedback to staff
<b>No meeting January 2023</b>				
Feb-23	Review Draft UAC Work Plan 2023-2024 (and Officer Elections)	Eric Christensen	45 minutes	Review and provide feedback to staff
	Stormwater Climate Planning	Eric Christensen	20 minutes	Review and provide feedback to staff
	Recycling Program Update	Ron Jones & Gary Franks	30 minutes	Review and provide feedback to staff
Mar-23	NPDES Annual Report	Jeremy Graham	30 minutes	Review and provide feedback to staff
	Finalize UAC 2023-2024 Work Plan & Officer Elections	Eric Christensen	30 minutes	Review and approve. Submit to Council's Community Livability and Public Safety Committee
	Utility coordination with Tribal Interests	Eric Christensen	15 minutes	Review and provide feedback to staff
	Utilities - Quarterly Financial Update	Eric Christensen & Gary Franks	15 minutes	Review and provide feedback to staff

Highlighted items will require a quorum to provide feedback/recommendation to City Council.

Staff will give updates at every meeting on the City's recovery from the Covid-19 pandemic.

Staff will monitor WA State Utilities and Transportation Commission (UTC) actions. As needed, the UAC may provide the UTC with feedback.

Site visits of utility facilities or contracted operations may be arranged following applicable COVID-19 protocols. Appropriate public notice will be provided.



## City Council

### Approval of a Labor Contract with the American Federation of State, County and Municipal Employees (AFSCME) Local 618-0

**Agenda Date:** 4/19/2022  
**Agenda Item Number:** 4.F  
**File Number:**22-0315

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

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#### **Title**

Approval of a Labor Contract with the American Federation of State, County and Municipal Employees (AFSCME) Local 618-0

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve the labor agreements with AFSCME Local 618-0 and authorize the City Manager to execute the agreements.

#### **Report**

##### **Issue:**

Whether to approve the labor contracts between the City of Olympia and AFSCME Local 618-0.

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

Linnaea Jablonski, Human Resources Director, 360.753.8309

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

None - Consent Calendar Item

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

The labor agreements with the one hundred fifty-eight (158) AFSCME members covered by the AFSCME Local 618-0 expired on December 31, 2021. The contract covers employees in Public Works, Parks, and CP&D Departments. The new agreement has been ratified by the Union and City staff is now bringing it forward for approval.

The contract has a three-year term that will expire on December 31, 2024. Significant changes to the contracts are in the areas of wages.

#### Wages

Wage increases for these contracts will be based on 90% of CPI-U with a 1.5% minimum and a 4%



maximum wage increase in 2022. 90% of CPI-U with a 1.5% minimum and a 4% maximum wage increase in 2023. 90% of CPI-U with a 1.5% minimum and a 5% maximum wage increase in 2024. An additional 1% will be added to the general wage increase on January 1, 2023.

Medical/Dental/Vision Benefits

All medical/dental/vision benefits remain the same.

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

None known.

**Options:**

1. Move to approve the labor agreements with AFSCME and authorize the City Manager to execute the agreements.
2. Do not approve the labor agreements with the Olympia as proposed and direct staff as to next steps.
3. Move to approve the labor agreements with AFSCME as amended by Council and authorize the City Manager to execute the agreements.

**Financial Impact:**

The cost to the City for implementing this contract in 2022 is \$376,478, which is equal to what was already included in the 2022 Operating Budget. A the Economic Agreement Summary is attached.

**Attachments:**

Labor Contract  
Economic Agreement Summary

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)**

**LABOR AGREEMENT**

**BY AND BETWEEN**

**THE**

**CITY OF OLYMPIA**

**AND**

**THE WASHINGTON STATE COUNCIL OF**

**COUNTY AND CITY EMPLOYEES**

**AND LOCAL 618-0, AFL CIO**

**January 1, 2022 - December 31, 2024**

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**PREAMBLE**

The City of Olympia, a municipal corporation, hereinafter known as the "Employer," does hereby enter into an agreement with Washington State Council of County and City Employees Council 2 and Local 618-O, of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter known as "Union," for the purpose of providing harmonious working relations between the Employer and the employees, promoting efficiency, establishing equitable and peaceful procedures for the resolution of differences, and establishing rates of pay, hours of work, working conditions and other conditions of employment.

**1. RECOGNITION**

**1.1.** The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, working conditions, and other conditions of employment, for all regular full-time and regular part-time (specifically excluding temporary, seasonal and emergency employees) Operations and Maintenance employees below the classification of supervisor in the following departments: Public Works (Clean Team, Street Operations, Utilities, Fleet Operations, Facilities Maintenance, Traffic Operations, Construction Inspectors.), Parks (Olympia Center Maintenance, Park Maintenance and Park Rangers, Park Stewardship), Community Planning and Development (Building Inspector, Building Plans Examiner, Code Enforcement Officer, Electrical Inspector and Parking Services, Program Assistants and Program Specialist), Office of Community Vitality (Program Specialist), excluding supervisors, confidential, uniformed employees, and all other employees.

**1.2** The City and the Union agree that the City has the right to employ seasonal temporary and seasonal emergency workers so long as said employment does not supplant regular full-time or regular part-time bargaining unit positions.

It is recognized and agreed that employees employed as seasonal temporary and seasonal emergency employees are not members of the bargaining unit and as such, except where specifically provided in the CBA, shall not be subject to the terms and conditions of the CBA. However, as a condition of the City employing seasonal temporary and seasonal emergency employees, the Union will require a reasonable "work permit fee" not to exceed twelve dollars (\$12.00) per pay period.

**1.2.1** The terms seasonal temporary and seasonal emergency shall be defined as an employee performing bargaining unit work and occupying a position on less than a year round basis to cover seasonal peak workloads, emergency workloads of limited duration, necessary vacation relief, and other situations involving fluctuating staff. Seasonal peak workloads for all Departments covered by this CBA shall be considered February 15 to November 15.

**1.2.2** Except as provided otherwise herein, the City shall not employ seasonal temporary and/or seasonal emergency employees in excess of nine (9) consecutive months. The City will not rehire a seasonal temporary or seasonal emergency employee for a thirteen week period after their seasonal employment has ended into another seasonal temporary or seasonal emergency position.

**1.2.3** For seasonal temporary and seasonal emergency employees, the City retains the right to assign duties and shift schedules of these employees. These employees will not receive any City benefits covered by this CBA. These employees shall be at-will and are not entitled to any notice should their services no longer be needed by the City.

**1.2.4** The City agrees to comply with municipal ordinance, state and federal law regarding paying and benefiting these seasonal temporary and seasonal emergency employees.

**1.2.5** The City and the Union agree that as a general principle, these seasonal temporary and seasonal emergency employees shall not have their nine (9) month appointment extended. However, both parties agree that on the rare occasions and with special circumstances, the parties may enter into a written agreement that would allow specific extension of the aforementioned timelines.

**1.2.6** Seasonal temporary and seasonal emergency employees will not supervise regular full or regular part-time employees.

**1.2.7.** In exchange for the payment of the “work fee permit” by the City to the Union, the Union agrees to not seek a unit clarification of the current AFSCME unit to include seasonal temporary and seasonal emergency employees/positions.

**1.3.** When any new position is created, that position will be included or excluded from the bargaining unit consistent with the position’s duties, responsibilities, confidentiality, and general organizational structure of the particular department. The Union will be notified of newly created positions within work groups where bargaining unit members are employed.

**1.4** The City may make limited non-permanent appointments (emergency hire) to fill in during a workload peak, extended leave of a permanent employee, or while recruitment is being conducted. Non-permanent, or temporary, full-time appointments will not exceed 90 days without approval from the Union. If the non-permanent appointment is anticipated to last less than 90 days the city will pay the Union a "work permit fee" not to exceed twelve dollars (\$12.00) per pay period. If the non-permanent position is anticipated to last longer than 90 days the City and the Union shall determine if the work is a long term specialty position conducting Bargaining Unit work and the employee shall be placed into the Bargaining Unit as a represented employee or if the employee should remain in a "worker permit fee" status. Regardless, the temporary employee will remain as an at will employee for the remainder of the worker agreement. Employees in non-permanent positions are not eligible to participate in benefit programs except those required by law, e.g., worker's compensation and state retirement programs.

**2. UNION SECURITY.**

**2.1** The City shall recognize the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.

The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative. Such neutrality does not preclude the Employer from informing its employees that while they are a member of the Union whether they pay dues to the Union or not is up to the employee and the employee's job is not dependent on paying Union dues.

For current Union members and those who choose to join the Union, the Employer shall deduct monthly all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

If the Employer and Union agree to go to an electronic "Authorization for Payroll Deduction and Representation", the Employer shall provide an electronic copy of the document Authorization for Payroll Deduction and Representation via email to [C2everett@council2.com](mailto:C2everett@council2.com) within 10 days of the employee executing the document.

The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, work address, home address, personal phone, work email, birth date, job classification, department, full or part-time employee hours worked and semi-monthly base wage.

The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. When employee is a union member, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.

Indemnification and Hold Harmless. The Union agrees to indemnify and save the Employer harmless against any and all liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article. [If requested by the Union in writing, the Employer will surrender any such claim, demand, suit or other form of liability to the Union for defense and resolution

**2.2** Voluntary P.E.O.P.L.E. Checkoff deduction: The Employer agrees to deduct from the wages of any Union member a P.E.O.P.L.E. (Public Employees Organized To Promote Legislative Equality) deduction as provided for in a written or electronically executed authorization. An executed authorization may be revoked by



the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Employer will transfer amounts deducted to the P.E.O.P.L.E program.

**2.3** New Employee Orientation-The Employer agrees to notify the Union staff representative and Local Union Chapter Chair in writing of any new positions and new employees. At least 2 full working days prior to the orientation of the new employee, or 2 days upon hire, the Employer shall provide an electronic format list with the names of the employees, corresponding job title, and Department. A Union official (at New Employee Orientation (NEO) shall, at no loss of pay, be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

**2.4** Electronic Authorizations are Valid An authorization for Union membership and/or dues or other payroll deduction is valid whether executed in writing or electronically.

**3. UNION-MANAGEMENT RELATIONS**

**3.1.** All collective bargaining with respect to wages, hours and working conditions and other conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. Agreement reached between the parties to this contract shall become effective when signed by authorized representatives of the Employer and of the Union. Should there be any conflict between City rules, regulations or policy and this Agreement, the Agreement shall prevail.

**3.2.** The Employer agrees to furnish and the Union agrees to maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. Such posting shall not include derogatory or inflammatory or defamatory information.

**3.3.** City Policies for Personnel Administration will be available for review on the City's internet. The City will ensure that employees will have access to the intranet upon request.

**3.4.** The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to post Union notices; distribute Union literature; transmit communications authorized by the local Union or its officers to the Employer or to an Employer representative; and consult with the Employer, Employer's representatives, local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement; provided, however, that such activities will not interfere with the work of said employees and shall be performed only with permission of the Supervisor or representative, usually 24 hours in advance.

**3.5.** Authorized representatives of the American Federation of State, County and Municipal Employees, whether local union representatives, or international representatives, shall have full and free access to the public premises of the Employer at any time during working hours to conduct Union business; provided, however, that such conduct of Union business shall cause no disruption of the work required to be performed by employees.

**3.6.** The Employer and the Union agree to establish a Labor/Management Committee composed of an equal number of representatives from each side, who shall be appointed to one (1) year terms. The purpose of this committee shall be to resolve differences at the lowest possible level and to provide a forum for an exchange of ideas. Meetings will be scheduled quarterly or as agreed upon by the parties and a record of each meeting will be posted and distributed to all labor-management committee members. Each side shall select a co-chair who will develop and publish the agenda and lead the meetings. The committee will operate on the principles of collaborative bargaining, and shall publish joint minutes of each meeting. The committee shall not have the authority to alter this agreement, nor shall it substitute for the grievance procedure.

**3.7.** The Union shall provide the Department Directors with a current list of all stewards whenever changes occur.

**3.8.** The City will provide the Union with 14 days' notice of any changes to bargaining unit job descriptions and classifications.

**4. NONDISCRIMINATION**

**4.1.** Mindful of their legal and moral obligations, the parties agree that, in their service to the public, they will provide equal treatment for all. The Employer and the Union agree that they will not unlawfully discriminate against any employee. Sexual harassment and any other workplace harassment as defined in the City Policy shall be considered discrimination under this Article. The Union agrees to support diversity in the workplace.

**4.2.** Disciplinary action will be taken against employees who engage in any discriminatory activity under this Article. The Employer agrees to take corrective action to assure that any such practices are remedied and that such discrimination does not continue. Retaliation against a grievant or individuals cooperating with an investigation or grievance is prohibited.

**4.3.** The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no unlawful discrimination, interference, restraint, or coercion by the Employer or any Employer representatives against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

**5. MANAGEMENT RIGHTS**

**5.1.** Management retains all rights granted by statute to operate and manage the function of the City, to control, direct, and schedule its operations and work force, and to make any and all decisions affecting such operation, whether or not specifically mentioned herein and whether or not heretofore exercised. Such prerogatives shall include, but not be limited to, the sole and exclusive right to hire, terminate, promote, lay off, assign, classify, evaluate, transfer, suspend, discharge, and discipline employees; select and determine the number of employees, including the number assigned any particular work; increase or decrease that number; direct and schedule the work force; determine the location and type of operation; determine the schedule when overtime shall be worked; install or move equipment; determine the methods, procedures, materials, and operations to be utilized or to discontinue their performance by employees of the Employer. Should the Employer consider contracting or subcontracting out bargaining unit work, the

Employer shall give the Union a thirty (30) day written notice of such consideration, including the reasons for the contracting out. Prior to the City making a final decision, the Union will have thirty (30) days from the receipt of the notice to meet with the City and provide input and state their case for or against contracting out bargaining unit work. The decision to contract out rests solely with the employer. The City and the Union will negotiate the impacts of such contracting out on the employees as required by law. The timelines above shall not apply to short term subcontracting or assignment of bargaining unit work to non-bargaining unit employees in response to emergencies, unforeseen circumstances (e.g. situations when bargaining unit personnel are not readily available or when specialized skill or equipment is required), or when extraordinary manpower is needed beyond that available in the bargaining unit.

**5.2.** The only qualifications to the retention of rights set forth above shall be those rights specifically abridged or modified by this Agreement.

## **6. GRIEVANCE PROCEDURE**

**6.1.** Crucial to the cooperative spirit in which this Agreement is made between the Employer and the Union is the sense of fairness and justice brought by the parties to the adjudication of employee grievances. A grievance is defined as a dispute arising during the term of this Agreement involving the interpretation, application, or alleged violation of an employee's terms and conditions of employment as set forth herein. It is agreed that the grievance procedure is the exclusive remedy for the redress of any grievance.

**6.1.1.** A determined effort shall be made by all parties to resolve differences at the lowest possible level. The Employer agrees to allow reasonable time during working hours to employees and a steward for investigation and processing of a grievance.

### **6.2. Step One:**

**6.2.1.** An employee or group of employees who thinks they are aggrieved shall consult with a Union Shop Steward, and they shall, within ten (10) working days of the occurrence or the date when the employee reasonably should have known of the occurrence which gave rise to the grievance, discuss the facts with the employee's supervisor. The supervisor shall provide a proposed solution, which may be in writing, to the grievance within ten (10) working days of the discussion.

### **6.3. Step Two:**

**6.3.1** If the supervisor's proposed solution is not satisfactory, the Union may put the facts of the grievance in writing and submit the grievance to the appropriate department director within ten (10) working days of the supervisor's response or failure to respond. The written notice shall contain the factual allegations surrounding the occurrence, the specific articles of the contract alleged to be violated, and the proposed remedy sought by the grievant. The appropriate department director may meet with the parties and shall reply to the employee and the Union in writing within ten (10) working days after receipt of the written grievance.

### **6.4. Step Three:**

**6.4.1.** If the department director's response is not satisfactory, the Union shall submit the grievance to the City Manager within ten (10) working days of the receipt of the department director's response or the department director's failure to respond. The City Manager shall meet with the grievant, the Union and other concerned parties, and shall respond in writing with a decision within ten (10) working days of receipt of the grievance. Both parties agree to exchange all information available to them no later than at the time of any meeting of the parties to the grievance.

**6.5.** Notwithstanding other provisions of Article 6, a grievance may be referred to mediation if the Union is not satisfied with the City's response at Step 3 of the grievance procedure or if no written decision has been received from the City within the time limits prescribed in Step 3. The Union must notify the City in writing within five (5) working days of the conclusion of Step 3 of the Union's desire to refer the grievance to mediation. The City shall respond to the Union within five (5) working days of receipt of the written notification.

**6.5.1.** The City and the Union must mutually agree to submit a grievance to mediation. If the parties agree to submit a grievance to mediation, then the timelines of procedures contained within the grievance procedure of the contract providing for the submission of a grievance to binding arbitration shall be held in abeyance.

**6.5.2.** The City and the Union shall establish a list of five (5) third party neutrals experienced in the art of grievance mediation. Should the parties be unable to agree on a mediator, they shall strike names from the established list.

**6.5.3.** Within five (5) working days following the parties' agreement to mediate the grievance, a mediation conference shall be scheduled with the selected mediator, to be held at a mutually convenient location.

**6.5.4.** Proceedings before the mediator shall be informal in nature. There shall be no formal evidence or rules. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure all necessary facts and considerations are revealed to them.

**6.5.5.** The mediator will have the authority to meet separately with either party, but will not have the authority to compel the resolution of a grievance.

**6.5.6.** In the event that a grievance which has been mediated is appealed to arbitration, the mediator may not serve as arbitrator. In the arbitration proceedings, there shall be no reference to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing. Nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.

**6.5.7.** If no settlement is reached, a mediation of the grievance will continue in accordance with the arbitration procedure outlined within this Article. If the Union desires to appeal a grievance to arbitration, written notice must be made within ten (10) working days following the end of the mediation conference.

**6.6.** Step Four:

**6.6.1.** If the union is not satisfied with the response at Step 3, it may, by written notification to the City Manager within ten (10) working days of receipt of the answer at Step 3, request arbitration, the Employer and the Union will attempt to agree on a neutral arbitrator to hear the grievance, and with mutual agreement may submit multiple grievances to the same arbitrator. If the parties are unable to reach agreement on an arbitrator, the parties shall request the Public Employment Relations Commission, Federal Mediation and Conciliation Service or the American Arbitration Association to provide a list of nine (9) arbitrators. The arbitration shall be conducted under PERC rules. The parties shall alternately strike names from the list, a coin flip determining which party strikes the first name. The last remaining name shall be requested to hear the grievance.

**6.6.2.** Each party shall be responsible for compensating its own witnesses and legal representatives. The arbitrator's findings shall be final and binding on the parties. Cost of the arbitrator shall be shared equally by the parties.

**6.6.3.** The Arbitrator does not have authority to add to, delete from or modify any provisions of the Agreement. The Arbitrator shall consider and decide only the specific issue submitted to them in writing by the City and the Union, and shall have no authority to make a decision on any other issue not submitted to them.

**6.7.** The time limit expressed throughout this procedure may be waived or extended by mutual agreement of the parties in writing. The steps in the grievance procedure may be eliminated by mutual consent. Failure on the part of management to respond within the prescribed time limits shall be construed as a negative answer, which shall allow the processing of the grievance at the next appropriate step.

**6.7.1.** Should the Union fail to take a grievance to the next step within the prescribed time limits, the grievance shall be deemed abandoned.

**6.7.2.** No employee or witness for an employee shall be discriminated against in any way or disciplined because of their use of the grievance procedure.

## 7. HOURS OF WORK/TRAINING TIME/CERTIFICATION

**7.1. Hours of Work** - Work schedules are established by the City to accommodate business and operational needs of a respective functional work area. The regular work cycle shall consist of seven (7) days and the work week shall consist of five (5) consecutive days of eight (8) consecutive hours, Monday through Friday, excluding the meal period, followed by two (2) days off. The regular work cycle will run from 12:00 a.m. Monday to 11:59:59 p.m. the following Sunday.

**7.1.1.** Use of alternate work schedules (e.g. 4-10s, 9-80s, or alternate starting and ending days, etc...) may be permitted at the discretion of the City and may be denied, revised or discontinued with a minimum of two (2) weeks' notice to the affected employees and the Union based on the operational needs of the City. Changes to these schedules will be handled in the manner described in Section 7.2 - Work Schedules.

### 7.2. Work Schedules

Regular work schedules shall be posted in all work locations. Temporary changes to established work schedules may be made by mutual consent between the employee and supervisor to address operational needs, seasonal workload needs, personal or family needs of the employee, or accommodations for light duty assignments. If the changes are not by mutual consent, temporary changes of up to two (2) months may be made with a minimum of two (2) weeks prior written notice to the Union and the affected employee(s), except when the City Manager or Line of Business Director determines emergency action is required, in which case, notice shall be given as soon as reasonably possible under the circumstances.

**7.2.1.** The City reserves the sole right to determine operational needs. When the City believes a permanent schedule change is necessary to meet operational needs, it will notify the Union in writing. The City and Union will bargain in good faith any changes in hours of work necessary to meet the defined operational needs, using the process described in the attached addendum. Schedule changes proposed by the union that do not adversely affect the operations of the City will be discussed and may be implemented with mutual agreement.

**7.2.2.** Employees shall be allowed at least nine (9) hours off between shifts. If they are required to return to work sooner or receive less than two (2) weeks' notice of a schedule change (except in the case of an emergency, e.g. unavailable staff resources due to illness or injury), they shall be paid at the overtime rate for the ensuing shift. When possible, notice will be given the prior afternoon to employees who are requested to report to other than their usual work site. This section excludes employees assigned to standby duty.

### 7.2.3.

If an employee is called out between 11 pm and 5 am the employee will be paid at two times the regular rate of pay for the duration of the call, but not beyond the start of the employee's regular shift. The employee will receive nine (9) hours off for rest and recuperation before reporting back to work. This shall occur immediately following the completion of all tasks of the last call out. In some cases, call outs may extend into the employee's regular shift. Regular pay will apply for this period overlap. When operationally feasible, supervisors will send employees home for rest and recuperation.



In addition, an employee will not work more than 16 hours in a 24-hour period without 9 hours off between shifts. This rest and recuperation period may be increased at the discretion of the supervisor. If either of the above circumstances occurs, the employee will be placed on administrative leave paid at the normal straight time rate for the period when the time-off break overlaps with the employee's regularly scheduled shift. An employee that has worked 16 hours in a 24 hour period may not be on call duty during the nine 9 hour rest and recuperation period. The supervisor will assign the call duty to another eligible person. This policy would typically be triggered during a major event when supervisors are actively managing the workforce and are able to reassign call duty.

**7.3. Rest and Meal Breaks.** Each employee shall be authorized one (1) fifteen (15) minute paid break, scheduled as near as possible to the middle of each half-shift, and a half-hour unpaid meal break as near as possible to the middle of the shift. Employees may be required to remain on the job site during paid breaks.

**7.4. Overtime.** Overtime shall be paid for full-time schedules for any time worked in excess of the normally scheduled full-time work day and shall be compensated at the rate of time and one-half.

**7.4.1.** Scheduled Overtime shall be offered equitably among qualified employees (does not include temporary or seasonal employees) desiring to work it. The City reserves the right to assign overtime if no one offers to work.

**7.4.2.** Overtime may be paid or accrued as compensatory time as agreed in advance by the employee and supervisor. Employees shall not accrue in excess of 80 hours compensatory time, which can be cashed out at any time. All employees shall be allowed to maintain a compensatory time bank of 40 hours. Compensatory time earned through January 31<sup>st</sup> that is over the 40 hours limitation will be cashed out annually in the employees February 25<sup>th</sup> check. Compensatory time may be used, at the employee's choice, for illness within the immediate family as defined in Article 10- Sick Leave, Section 10.2 (C).

**7.5. Emergency Shifts/ Snow and Ice emergency.** Employees who are working other than their regular shifts to perform snow and/or ice control shall normally work no more than twelve (12) consecutive hours which shall include a paid half-hour mid-shift break and three (3) fifteen (15) minute breaks. Schedule change requirements authorized above are waived for emergency snow and/or ice conditions. Emergency Shift differential of three dollars (\$3.00) will be paid all hours worked to any employees if their schedule is changed to a twelve (12) hour shift between the hours of 6pm to 7am once snow and ice schedules are implemented.

**7.6. Standby and Call out.** Employees placed on standby are required to remain within a geographic range allowing a maximum of one (1) hour arrival time to the assigned work location. Telephones will be provided to those employees. Employees must respond to the dispatch center within fifteen (15) minutes of any call. Standby

pay shall be paid at the rate of \$3.15 per hour. Standby pay shall be 1.5x the regular rate for all Holiday's listed in Article 8.1 (\$4.725/hr). except for the New Years Day, July 4<sup>th</sup>, Thanksgiving, and Christmas holiday where Standby pay shall be paid at the rate of 2x of the regular standby rate (\$6.30/hr).

**7.6.1.** A call out is defined as any call received by an employee who is off duty, and which requires the employee to engage in work. Employees who are called out shall be paid at the overtime rate for a minimum of two (2) hours, provided that if the call out occurs between 11:00 p.m. and 5:00 a.m. the two (2) hour minimum will be paid at two (2) times the regular rate of pay for the duration of the call out. There will be no additional compensation for calls taken by an employee who is already in active call out status unless the time spent in call out exceeds two (2) hours. An employee is considered to be "in active call out status" from the time the employee receives the call out until the employee has completed the task(s) required and has left the job site, provided that if the employee receives an additional call before the end of the two hour period, it will be considered an extension of the initial call.

When an employee is called back to work within (1) one hour of the beginning of their regularly scheduled full-time work day, the employee shall be compensated at (1) one hour overtime.

**7.6.2.** When the call can be resolved over the telephone, the employee will receive overtime pay at fifteen (15) minutes increments. If the resolution is by telephone between 11 pm and 5 am, the compensation will increase to thirty (30) minute increments at two (2) times the regular rate of pay.

**7.6.3.** Whenever two (2) or more overtime or premium rates are applicable to the same hour or hours, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the applicable rates shall apply.

**7.6.4.** When an employee takes unscheduled sick leave due to the employee's personal illness, the employee will not be eligible for standby and/or call back until after they have returned to work and worked a full shift. The supervisor will assign the standby to another eligible employee as necessary.

**7.7.** Shift Differential. Core hours of work are 7:00 a.m. to 4:30 p.m. Shift differential of \$1.00 per hour shall be paid for any shift beginning before 4:31 a.m. or ending after 7:29 p.m., as well as all hours of work regularly scheduled for weekends.

**7.8.** Training Time. Training work time as defined by the FLSA which is in excess of the normal daily shift may be compensated in time off on an hour for hour basis as long as total work time does not exceed forty (40) hours per

week. Work in excess of forty (40) hours per week shall be compensated per the overtime provision of this agreement. See Addendum B for examples.

**7.9 CERTIFICATION** The City agrees to pay for licenses and certifications required by the employees' job classifications except a Washington driver license and the initial CDL.

**7.9.1 Certification of Mechanics.** ASE Masters Certification shall be a minimum qualification for all employees classified as Master Mechanic. All new hires must have the ASE Masters Certification upon hire in the area of expertise specified in the job announcement, unless they are hired under section 21.5, In-Training. An employee hired in an In-Training capacity will be subject to all the provisions of 21.5 and must have their certification by the completion of the 6 or 12 month in-training period. In the event that the Master Mechanic does not pass the recertification tests to maintain their certification, the employee must take the recertification test during the next testing cycle. If the employee does not pass this re-take, they will have one more opportunity to re-test during the next testing cycle. Failure to obtain the certification constitutes failure to meet the minimum qualifications of the job and is considered just cause for termination of employment.

**7.9.2** The parties agree to work on an MOU in the Spring of 2022 about CDL's, which would go into this section once an agreement is reached. This MOU creates an opportunity for the parties to mutually agree on a revised provision, but the contract will only be reopened to implement such revised provision upon mutual agreement

**Commercial Driver's Licenses:** Commercial Driver's License Fees shall be borne by the City. Non-City training or testing shall not be compensated. The City will reimburse out-of-pocket expenses associated with required health exams, up to the rate contracted by the City with a vendor for a required health exam. The choice of vendor and rates will remain the decision of the City. If the employee wishes to use a medical service other than the contracted vendor, the City will reimburse only up to the amount contracted with the City-selected vendor; the employee will be responsible for charges in excess of the contracted amount. The City will not pay for Washington driver licenses.

**8. HOLIDAYS**

**8.1.** The following days shall be observed as paid holidays:

New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving Day
Christmas Day	December 25

**8.1.1.** Any holiday which falls on Sunday shall be observed on the following Monday. Any holiday which falls on Saturday shall be observed on the preceding Friday.

**8.1.2.** In addition to the above listed holidays, each employee who has been employed by the City for at least six (6) months may select one (1) non-cumulative floating holiday each calendar year, according to the provisions of the City Policy 10, to be scheduled with the permission of the department director or designee. This floating holiday may be used at the employee's choice for illness within the immediate family as defined in Article 10 - Sick Leave, Section 10.2 (C).

**8.1.3** City employees shall receive one (1) additional personal holiday in the following calendar year if the City as a whole reaches Well City Status in the previous calendar year of the contract.

**8.2.** Leave taken on these days is with pay and is not charged against annual leave. All regular full-time employees shall receive their regular compensation for each holiday. Regular part-time employees shall be compensated in proportion to the number of hours they are regularly scheduled to work

**8.3.** When a holiday falls on a scheduled day off, an alternate day off shall be scheduled within two (2) weeks. Up to twenty-four (24) hours for 8 hour shifts, 27 hours for 9 hour shifts, and 30 hours for 10 hour shifts, of holiday time may be accrued provided it is used within ninety (90) days from the date earned.

**8.4.** Regular full-time employees who are required to work on a holiday with pay shall be compensated at a rate of time and one-half (1/2) for all hours worked plus a full day's holiday pay at the regular rate of pay. Employees who work on July 4, Thanksgiving Day, Christmas, and on New Year' Day shall be compensated at a rate of double time for all hours worked in addition to a full day's pay for the holiday at the regular rate of pay. This holiday

premium pay shall be paid for all hours worked on both the actual holiday and the observed holiday, provided, that an employee who works both the actual and the observed holiday shall only receive the holiday premium for one of these days.

**8.5.** An employee who is on vacation leave or sick leave when a holiday occurs will receive holiday pay for the holiday and it will not be charged against vacation or sick leave.

**8.6.** An employee who is called out to work on an observed holiday shall receive double time pay for those hours worked.

**8.7.** For the purpose of computing overtime, all holiday hours worked or unworked for which an employee is compensated in pay or in compensatory time off shall be regarded as hours worked.

**9. VACATION**

**9.1.** All regular employees shall accrue vacation leave in accordance with the following schedule:

During Years of Service	Hours Annually	Hours per Pay Period
1	96	4
2	108	4.5
3, 4, 5	120	5
6,7,8,9	132	5.5
10, 11 & 12	144	6
13 & 14	156	6.5
15 & 16 & 17	168	7
18 & 19	180	7.5
20, 21 & 22	192	8.0
23 & 24	204	8.5
25 +	216	9.0

**9.1.1.** Accrued vacation shall be credited as earned vacation for each month of service in accordance with the schedule above. There shall be no maximum accrual during the calendar year, but the maximum accrual shall be three hundred and twenty (320 hours) by December 31 of each year. If an employee’s vacation leave balance at the end of the year is less than 320 hours there will be no reset.

**9.2.** A regular part-time employee that is employed less than full-time employee on a regular schedule of at least twenty (20) hours per week shall accrue vacation leave with pay at the rate that the hours actually worked bear to a full-time employee’s workday.

**9.3.** All employees who separate from City service for any reason except death after the probationary period shall be paid for unused, accrued vacation leave up to a maximum of two hundred and forty (240) hours. An employee who dies while employed by the City will be able to cash out the entire vacation bank up to 320 hours and this will be paid to the estate of the deceased employee.

**9.3.1.** Probationary employees shall accrue but cannot use nor be paid on separation for vacation leave.

**9.4.** Employees shall request their vacations in consultation with the department director or designee as far in advance as possible, preferably two (2) weeks ahead unless by mutual agreement or in cases of emergency. Should there be any conflict between the requests of employees; the more senior employee’s request shall be granted if it was filed first. Use of vacation pay for unplanned personal emergencies must have the approval of the Supervisor.

**9.5.** Employees who have accrued the maximum amount of vacation leave shall not be precluded from exceeding that amount if they have requested and been denied the use of vacation leave, provided the denial is written and the

supervisor is aware that the denial would result in the loss of vacation by the employee. Exceptions due to illness or injury shall be dealt with on a case-by-case basis.

**9.6.** Vacation may be used, at the employee's choice, for illness within the immediate family as defined in Article 10 - Sick Leave, Section 10.2 (C).

**9.7 Essential worker appreciation:** Each employee who was required to work all of their regular full-time in person shifts throughout the timeframe of March 2020 to August 2020 (waste resources, building inspectors, code enforcement, etc.) shall receive three (3) additional compensatory days added to their comp banks for use in the future.

## 10. SICK LEAVE

### 10.1. Accrual Rates

**10.1.1.** Regular full-time employees shall accrue sick leave with pay at the rate of eight (8) hours of leave for each full month of continuous service. Any such leave accrued which is unused shall be accumulated for succeeding years for all regular full-time employees with no cap on sick leave accrued during the year, but an employee accrued sick leave will be reset at a maximum of nine hundred sixty (960) hours by December 31, of each year. If an employee's sick leave balance at the end of the year is less than 960 hours there will be no reset.

**10.1.2.** Regular part-time employees shall be entitled to sick leave accrual in proportion to the number of hours worked, provided they work at least twenty (20) hours per week.

### 10.2. Sick leave with pay shall be granted for the following reasons:

- A.** An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
- B.** An absence to allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and
- C.** When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- D.** Illness within the immediate family (spouse, domestic partner, sibling, domestic partner's children, your parent, spouse/domestic partner's parent, person who stood in loco parent when the employee was a minor child, grandparent, grandchild or spouse/domestic partner's grandchildren, child to whom the employee stands in loco parents, legal guardian or a de facto parent, regardless of age or dependency status of the employee requiring the employee's presence;
- E.** A serious health condition as defined by the Family Medical Leave Act (FMLA). FMLA benefits are governed by the City's Personnel Guidelines and federal law.
- F.** For health conditions as defined by the FMLA, if both husband and wife are employed by the City, each spouse will be entitled to 12 weeks of leave in a calendar year.

**10.3.** An employee who intends to use sick leave shall notify the appropriate section or dispatching service (as designated by their supervisor) one (1) hour in advance of the time they are required to report to work.

**10.4.** If authorized leave is taken for purposes defined in Section 10.2 (C) above, the employee may charge this time to vacation, compensatory time, floating holiday, or sick leave.

For all other authorized use of leave as defined in Section 10.2 the employee's sick leave accruals will be charged. If authorized sick leave is taken after the employee has expended all sick leave accrued, at the employee's option the



lost time shall either be charged against presently accumulated vacation time; or compensatory time; or, with the permission of the City Manager, be taken without pay in accordance with Section 10.5 below. An employee may be required to provide a doctor's verification of illness or injury at the supervisor's request if the sick leave absence is for more than three (3) consecutive workdays. The documentation requested must be provided to the supervisor within 10 calendar days of the request unless producing the document will cause the employees excessive hardship.

**10.5.** Except for FMLA, approval of leave without pay which exceeds ten (10) working days is at the discretion of the City Manager and shall not exceed six months. A leave of absence without pay for non-medical reasons will not be granted until all accrued vacation leave is exhausted. A leave of absence without pay taken for medical reasons will only be granted after the employee's sick leave accrual is exhausted and recovery is expected in the foreseeable future.

**10.6.** An employee may continue to purchase medical insurance through the City during sick leave without pay provided such purchases are permitted by the City's insurance carrier. For employees on leave under Family and Medical Leave Act (FMLA) qualifying circumstances, the City will continue its medical coverage contribution for up to twelve (12) weeks inclusive of any sick leave. FMLA benefits are governed by the City Policy 13 and federal law. If both husband and wife are employed by the City and are on leave as defined by the FMLA, the City will continue medical coverage for each spouse for up to twelve (12) weeks, subject to provisions outlined in City Policy 13.

**10.7.** The Union agrees to discourage any misuse of sick leave and further agrees that any employee proved to have misused sick leave shall be subject to immediate and progressive disciplinary action.

**10.8.** Domestic Violence: Employees who are victims of domestic violence, sexual assault or stalking, or who's family member is a victim of domestic violence, sexual assault or stalking may take "reasonable" time off to address the resulting medical, emotional, social services and legal needs. An employee may use any accrued bank of time (sick leave, vacation, compensatory time, floating holiday) or may take the time as leave without pay.

**10.9** Starting January 1, 2021 upon retirement from the City, eligible employees will receive a cash out for their unused sick leave balance on a one (1) hour for four (4) hours basis with a maximum pay of one hundred (100) hours. All retirements will be verified the Department of Retirement Services (DRS). All funds will be contributed to a Health Reimbursement Account (HRA) for each employee.

**11. ATTENDANCE**

**11.1. Definitions:**

**11.1.1. Scheduled:** Absences charged to sick leave or leave without pay which are scheduled at least 16 consecutive hours in advance.

**11.1.2. Unscheduled:** Absences charged to sick leave or leave without pay that is not scheduled with at least 16 consecutive hours' notice, including leaving before the end of the shift or being late for work. Provided, that leave protected by State or Federal Law will not be counted as unscheduled leave.

**12. BEREAVEMENT LEAVE**

**12.1.** Department directors shall grant regular full-time employees up to three (3) days of bereavement leave with pay, to be used within a reasonable period of time, in the event of a death in the employee's immediate family (as defined in the City's Policy and including step parents, step children, and step siblings, domestic partners or immediate family members of a domestic partner) or any individual living in the employee's household. If the employee provides proven travel of 300 miles or more an employee may use 5 days bereavement leave. In extraordinary circumstances, additional time off may be requested and charged to sick leave, vacation, or compensatory time earned.

**12.2.** In the event of the death of a member of the employee's family other than those set forth above, bereavement leave may be granted and such leave shall be charged against the employee's sick leave.

**12.3.** If there is no sick leave available, the employee may use vacation leave or accrued compensatory time with the permission of the department director. Up to two (2) additional days of bereavement leave with pay may be available, with approval of department director.

**12.4.** Employees who are permitted to attend the funeral or memorial service of a current coworker shall be allowed to take four (4) hours sick leave when such services are held during working hours; and as shift coverage allows, as determined by the Supervisor.

**13. PARENTAL LEAVE**

**13.1.** Regular employees are eligible to use leave benefits upon the birth, or adoption of a child. Employees may use vacation leave, accrued compensatory time, sick leave or request a leave of absence without pay, as provided in this Article. Employees using leave for the birth or adoption of a child are eligible for benefits under the Family and Medical Leave Act (FMLA). FMLA benefits are governed by the Federal Law and the City Policy 13, which provides for leave in the following circumstances relevant to this Article:

**13.2.** The birth of a child, or to care for a newborn child. This is in addition to paid sick leave granted for any period of disability related to pregnancy.

**13.3.** The placement, with the employee, of a child for adoption or foster care.

If both parents are employed by the City, and are either spouses or domestic partners, the parents are each permitted to take twelve (12) weeks in a calendar year. All leave taken for this purpose must be taken within twelve (12) months of the birth or adoption.

**13.4.** Leave of absence without pay will not be considered until all accrued sick leave is exhausted. The total absence shall not exceed six (6) months.

**13.5.** Upon the expiration of the leave of absence without pay, the employee shall return to the same job or equivalent position at the employer's option, as was held by the employee prior to the leave of absence.

**14. LEAVE OF ABSENCE**

**14.1.** A regular employee may be considered for a leave of absence without pay by the City Manager for a period not to exceed six (6) months, provided such leave can be scheduled without adversely affecting the operation of the City. Except for FMLA or military leave purposes, approval of a leave of absence without pay which exceeds ten (10) working days is at the discretion of the City Manager. Except in an emergency, the leave without pay must be approved in advance. Consideration will be given to the following:

- a. the nature of the absence
- b. the performance record of the employee
- c. the impact upon the effective operation of the assigned department; and
- d. the availability of vacation and/or sick leave accruals

**14.2.** Requests for leave of absence without pay shall be in writing, shall contain reasonable justification for approval, and shall state the inclusive dates of such leave. A request for leave without pay by an employee in order to accept employment not in the City service shall, except in unusual circumstances, be considered as insufficient reason for approval of such request. The approval of such request and the terms under which it is granted shall be set forth in writing by the City with a copy to the employee and the Union.

**14.3.** All accrued vacation and compensatory time shall be exhausted prior to the effective date of approved leave without pay. No vacation or sick leave benefits or any other supplemental benefits shall accrue while an employee is on leave of absence without pay; moreover, the employee's anniversary date will be adjusted by the length of the leave granted. The employee shall be allowed to continue insurance coverage through the City's plan by paying the premium provided permitted by the insurance carrier.

**14.4.** Upon expiration of such approved leave of absence without pay, the employee shall be reinstated in the position held at the time the leave was granted or to another equivalent position. An employee who returns to employment after authorized leave of absence without pay shall be reinstated to the classification held at the time leave began and the same step and salary range. Failure on the part of the employee to report for duty promptly at the expiration of such leave shall be regarded as voluntary resignation.

**15. WORKERS' COMPENSATION**

**15.1.** Workers' Compensation shall be in accord with State Law.

**15.2.** An employee receiving time loss compensation shall utilize any available sick leave credits. When sick leave is exhausted, an adjustment of the employees' anniversary date will be required for such leave without pay beyond four (4) months.

**15.3.** Should an employee elect to receive both time loss compensation and paid sick leave, their sick leave credits may be used only to the following extent:

The total number of hours which would have been charged to sick leave, minus the number of hours at regular salary for which payment was made by Workers' Compensation Fund.

**15.4.** An employee injured on the job who needs to leave the work site to seek a physician's help shall not be reprimanded or disciplined for doing so.

**16. JURY DUTY**

**16.1.** A City employee who is called for jury duty shall not suffer any loss of their regular City compensation during such absence. The employee shall also be allowed to keep compensation for jury duty. Time not worked because of such duty shall not affect vacation or sick leave accrued. Employees will report for work when less than a normal work day is required by such duties.

**17. MILITARY LEAVE**

**17.1.** An employee who is a member of a military reserve force of the United States or of the State of Washington shall be entitled to, and shall be granted military leave of absence from City employment, in accordance with all state and federal laws pertaining to military leave and as outlined in the City Policy 13, Military Leave.



**18. EDUCATIONAL OPPORTUNITIES**

**18.1.** The parties agree that it is in their best interests to provide opportunities for employees to gain additional education in areas relating to their employment with the City. The City shall inform employees of relevant educational opportunities by posting notices in appropriate locations in a timely manner. The City agrees to reimburse an employee for tuition expenses for such courses as may be approved in advance by the City Manager. The employee must submit proof of satisfactory completion of the course, and such proof shall be placed in the employee's personnel file.

**18.2.** The City may allow time off with pay and shall pay the expenses for an employee attending classes, lectures, conference or conventions when such attendance is by assignment of, and with prior approval of, the City Manager.

**18.3.** Employees shall apply in writing through their department director for benefits contained in this Article.

**19. MEDICAL, HOSPITAL, LIFE, DENTAL INSURANCE BENEFITS**

**19.1.** Throughout the term of this agreement, the following provisions shall apply:

**19.1.1.** All employees are covered by the Association of Washington Cities (AWC) Benefit Trust Regence HealthFirst 250 Plan and Kaiser \$20 Co-pay Plan

**19.1.1.1.** Plan 1: For employees hired on or before December 31, 2012, the City will pay 95% of the cost of medical insurance for employees and 85% of the cost of medical insurance for an employee's spouse and dependents.

**19.1.1.2.** Plan 2: For employees hired on or after January 1, 2013, the City will pay 95% of the cost of the lowest base premium for employees and 85% of the cost of the lowest base premium for an employee's spouse and dependents. The employee may elect either insurance option but the employee shall pay any cost in excess of the lowest base premium through payroll deduction.

**19.1.2.** Employees who opt out of the City's Medical Insurance shall receive \$250 per month in lieu of any City-provided medical insurance benefits provided Federal or State law allows. Neither employee of a married employee couple covered by City insurance may receive the \$250 opt out provision for refusing the City's insurance; and

**19.1.3.** To ensure the City is maximizing its employer provided benefits, it is important to treat employees fairly and ensure employees understand their coverage. Accordingly, the City may conduct a Dependent Eligibility Audit annually.

**19.2.** The City shall pay the full family premium for a dental insurance and vision plan. Employees will be covered by the Washington Dental Incentive Plan E and the Orthodontia Plan III. Employees will be covered by the Full Family, \$25.00 deductible vision plan. The orthodontia and vision plan premiums are paid 100% by the City.

**19.3.** In the event that AWC changes its plans, the City will notify the Union to discuss options and how to implement the changes.

**19.4.** The City shall pay for a long-term disability plan providing, at a minimum, 50% base salary replacement (to a maximum of \$10,000 monthly salary) and a 180-day waiting period. The plan will offer employees a provision to "buy up" to enhance the benefit at their own expense.

**19.5.** The City shall pay for life insurance coverage of twenty thousand dollars (\$20,000.00) for each City employee and one thousand dollars (\$1,000) for a spouse and each dependent child, and shall make available through payroll deduction life insurance coverage for spouses and dependents of City employees. The above benefits and levels of coverage shall be applicable to all Regular employees in the bargaining unit in accordance with Article 7. New employees shall be allowed one (1) week in which to determine which carrier's coverage they want.

**19.6.** The above benefits and levels of coverage shall be applicable to all full-time employees in the bargaining unit. New employees shall be allowed one (1) week in which to determine which carrier's coverage they want.

Regular part-time employees who work at least twenty (20) hours per week shall be entitled to the above coverage at a pro-rated premium based on the percent hours worked. (See Article 21 - Probation.)

**19.7.** Employees may, at their option, participate in the City's Flexible Spending Account program (IRS Code Section 125 account).

**19.8.** The City shall pay for Hepatitis A, B, DPT and tetanus inoculation for all employees potentially exposed to those diseases.

**20. EMPLOYEE RECORDS, DISCIPLINE/DISCHARGE**

- 20.1.** Employee personnel records shall be considered confidential and as such shall be accessible only to the concerned employee, selected City officials as authorized by the City Manager, and Union representatives. Personnel files shall contain only information directly relevant to the employee's employment with the City. Employees may examine the file and shall have the right to rebut, in writing, any items in the file, and to grieve any item to the level of the City Manager. The item may be grieved to arbitration when the employee suffers a direct financial loss as a result of the discipline.
- 20.2.** Employees shall be disciplined and discharged only for just cause, and shall have the right to have a Union representative present during disciplinary procedures except when a verbal warning is being issued. Disciplinary investigations shall be conducted in as expedient a manner as practical.
- 20.3.** Where appropriate, disciplinary action shall be progressive and may include the following measures:
- A.** Verbal warnings, to be issued in private for minor infractions. Supervisors should inform the employee that a verbal warning is being given and that the employee is being given an opportunity to correct the condition. Such disciplinary action will not be made part of the employee's personnel file.
  - B.** Written warnings, which shall state definitely the problem to be remedied and the expectations of the Employer of the steps the employee is to take to remedy it.
  - C.** Suspension with pay, for purposes of investigation; and without pay, for purposes of discipline, not to exceed thirty (30) days.
  - D.** Dismissal or discharge, to be preceded by two weeks' notice other than for the most severe breaches of discipline.
- 20.4.** Demotion shall not be used as a disciplinary tool and may occur only as a result of the employee's failure to perform the duties of their position in a satisfactory manner and/or in the event of a voluntary demotion to a lower classification.
- 20.5.** Disciplinary material may remain in the employee's personnel file and may be considered in progressive discipline for two (2) years from the effective date of the most recent discipline, after which, it shall be removed upon the employee's written request to the Department Director. PROVIDED, however, that discipline for violation of the City Policy 3 or 25 covering Harassment, Discrimination and Workplace Violence, suspensions of five (5) or more days, and "Last Chance Agreements" may be maintained indefinitely unless limited by the terms of the specific disciplinary document.

## 21. PROMOTION/PROBATION/IN-TRAINING

### 21.1 Promotion

**21.1** Should a bargaining unit position vacancy occur, as determined by the Employer, the Employer shall be required to consider, qualified candidates for promotion from within the AFSCME bargaining unit before selecting employees from outside the bargaining unit. In the event no qualified candidates apply or are selected, the Employer may select applicants from any source whatsoever. Vacancies will be posted for five (5) days internally.

**21.1.2** An employee who is promoted shall be placed at the closest step in the new range that provides at least five percent (5%) increase in salary.

**21.1.3** The promotional trial service period shall be six (6) months.

**21.1.4** The promoted employee may be demoted at any time during the promotional trial service period without appeal, provided that the employee is reinstated in the position from which they were promoted, even though this may necessitate the lay-off of the employee occupying the position.

**21.1.5** The promoted employee may, at their request, be returned to their previous position, or at the City's discretion, to a similar position during the trial service period. For the purpose of this Article, similar shall mean in the same pay range and step as the employee's previous position.

### 21.2 Probation

**21.2.1** Each new employee shall serve a probation period of six (6) months. During probation, employees shall not have access to the grievance procedure regarding discipline and discharge. At the discretion of the Department Director and in consultation with the Union, the probationary period may be extended up to six (6) additional months in individual cases to address specific performance issues.

**21.2.2.** Probationary employees shall accrue and may use sick leave as provided in Article 10 - Sick Leave.

**21.2.3.** Probationary employees shall observe holidays in the same manner as regular employees.

**21.2.4.** Time in a temporary position shall not be credited toward the probation period.

**21.3 In-Training.** In-Training will allow the City to hire a candidate that can obtain the necessary skill level required of a journey-level classification in 6-12 months. During this in-training period, the City will provide the necessary opportunities for obtaining the skills required.

**21.3.1** If the City designates the employee to only need 6 months of in-training time to meet the skill level of a journey-level position, the employee shall be paid at 5% below the Step 1 level of the journey-level position pay range for this six month duration. The City will designate the specific skills that need to be obtained and provide regular evaluations to ensure that skills are being obtained and are obtainable.

**21.3.2** If the City designates the employee to need 12 months of in-training time, the first six months will be paid at 10% below the Step 1 level of the journey-level position pay range, and the second six months will be paid at 5% below the Step 1 level. The City will designate the specific skills that need to be obtained and provide regular evaluations to ensure that skills are being obtained and are obtainable.

**21.3.3** When the In-training period has been successfully completed and the employee has met the skill requirements of the journey-level position, they will then progress through the pay range steps starting at Step 1.

**21.3.4** If the employee has not met the skill level required for journey-level position after their 6 month In-training period, the City may extend their In-training period an additional six months with no change in pay. If the employee has not met the skill level required after a 12 month In-training period, this will mean the employee has failed to meet the requirements needed for the journey-level position, will have failed the probationary period and employment may be terminated in accordance with Article 20 - Discharge.

**21.3.5** Supervisory employees will be responsible to certify the completion of training of an employee in this position.

**21.3.6** In training positions will be posted in-house to bargaining unit members, prior to being posted to the general public.

## **22. LAYOFF AND RECALL FROM LAYOFF**

**22.1.** While it is the intent of the City to retain a skilled workforce to deliver services, it may be necessary to lay off employees due to budgetary reasons, reorganization, the elimination of services or for other legitimate reasons. Laying off employees will not be considered until other options have been considered.

In the event a reduction in force and layoff is anticipated, it will be the responsibility of the City to initiate discussion with the union as soon as "at risk" employees are identified or sooner. Once a course of action has been determined, the City will strive to give 60 days' notice to affected employees, and in the case of lay-off, no less than 30 days' notice shall be given. In all cases, the City Manager has the final say on whether or not reductions are to be made.

**22.3.** At-Risk Employees: At Risk Employees are defined as employees who have been officially notified by the City that their employment status may be changed as a result of a fluctuation in city resources.

**22.4.** Options: The following are options available (not necessarily in the order below) when the city must make reductions in the workforce or layoffs. This section does not prohibit other options not mentioned. When any of these options are involuntary on the part of the employee, seniority will apply in accordance with Section 23, Seniority and Section Layoff Selection.

**A.** Reassignment. Reassignment is defined as moving a current employee, whose position is being eliminated, to another position that is vacant. Bargaining unit employees may be reassigned to other positions in the bargaining unit or to positions outside of the bargaining unit at the discretion of the City.

- 1.** The employee must meet the minimum qualifications of the vacant position, or be able to be trained to perform the duties within a reasonable period of time.
- 2.** If the vacant position is at or below the pay grade of the position currently held by the employee and there is only one eligible bargaining unit member, the reassignment will take place with no competitive

process. Salary and probationary period will be handled in accordance with City Policy, Personnel Actions, Demotions, Transfer to same job class, and Transfer to different job class.

3. If the vacant position is above the pay grade of the position currently held by the employee, the department director may determine that the vacant position be filled by competitive process.

4. If the employee is reassigned to a non-bargaining unit position, the employee will be placed on the Recall List for bargaining unit positions.

5. If the employee, chooses not to accept the reassignment, the employee will be subject to lay-off

**B. Reduction in Hours.** Reduction in hours is defined as the reduction in FTE or funding of a position. This may apply to one or more positions, be voluntary or mandatory, and temporary or permanent, as deemed operationally necessary by the City.

1. The City will let affected employees know if their position is to be reduced or potentially reduced in hours. The City will strive to give at least 60 days' notice.

2. The City will continue health and welfare benefits for affected employees at the FTE level extant prior to the commencement of the reduction in hours for 90 days. After 90 days, employee benefits will be maintained and premiums deducted as defined in Insurance Benefits, of the labor agreement and the City's Policy, Employment Status.

3. Vacation and Sick leave accruals and Holiday Pay will be accrued on a prorated basis according to the budgeted FTE.

4. If funding becomes available so that hours can be restored, the hours will be restored to the positions they were taken from, in whatever manner is deemed operationally necessary by the department director.

5. If the employee chooses not to accept reduced hours, the employee will be subject to lay-off.

**C. Job Sharing.** In a lay-off/reduction in force situation, the department director may ask for volunteers willing to share jobs, or may consider employee-initiated proposals to share jobs when layoffs/reductions in force are considered likely to occur in the near future.

1. The City will continue health and welfare benefits to both employees at the FTE level extant prior to the commencement of the job share for 90 days. After 90 days, employee benefits will be maintained and premiums deducted as defined in Insurance Benefits, of the labor agreement and City Policy, Employment Status, Vacation accruals, Sick Leave accruals, and holiday pay will be provided at the FTE level associated with the Job Share.

2. Job Share employees will be placed on the Recall list for recall to full-time employment.

3. If a full-time position, in the same classification as that of the employees who are sharing a position, becomes available, the % F.T.E. of the Job Sharing will be increased toward full-time status.

4. If one of the employees participating in a lay-off/reduction in force induced Job Share arrangement subsequently leaves City employment, the remaining employee shall be offered an opportunity to return to full-time employment without competition. If the remaining employee turns down the offer of full-time

employment, and management considers full-time employment to be an operational necessity, management may at its discretion attempt to continue the Job Share arrangement or involuntarily discharge the remaining employee. In the event that the remaining employee is involuntarily discharged, that action will be considered a layoff and the affected employee will be eligible for all of the rights, privileges, and benefits described in Section - Recall, of this Article.

**D.** Voluntary Absence without Pay. A Voluntary Absence without Pay Absence (VAWOP Absence) is defined as a period of time during which an employee has voluntarily elected to take a leave of absence from the workplace in an unpaid status, even though the employee may have accrued time available to utilize. A VAWOP must have a defined start and end date and may not exceed 6 (six) months. A VAWOP will not result in an official reduction in the employee's position's FTE status.

1. The City will continue health and welfare benefits at the FTE level extant prior to the commencement of the Voluntary Absence Without Pay for 90 days. After 90 days, the employee will be responsible for the cost of continuing these benefits.
2. Vacation Leave and Sick Leave will not accrue while in VAWOP status.
3. A VAWOP that exceeds 10 days is considered a break in service. Therefore, an employee's anniversary date will be adjusted by the length of the break.
4. If funding becomes available, department directors may conclude a VAWOP Absence earlier than the previously agreed-upon end date, as deemed operationally necessary.
5. An employee in VAWOP status will still be subject to layoff or other actions deemed necessary to address a reduction in City financial resources.

**22.5.** Layoff Selection. Should the Employer decide to reduce the work force, after layoff alternatives have been considered, layoffs shall be made as follows:

1. By Classification and by Program. The following shall be considered a "program" for the purpose of layoff:
  - Drinking Water Operations
  - Drinking Water Quality
  - Facilities Operations
  - Fleet Operations
  - Olympia Center
  - Park Maintenance
  - Parking Services
  - Signs and Signal Operations
  - Street and Right of Way Operations
  - Utility Billing (Water Meter Readers)
  - Wastewater and Stormwater Operations



- Waste Resources Operations
- Pump Stations
  - Clean Team,
  - CP&D Inspectors,
  - PW- Inspectors
  - CP&D Code Enforcement Officers,
  - CP&D Plans Examiners
  - CP& D Program Specialist/Assistants

2. By Seniority: The selected employees shall be the least senior employees within the program classification. Seniority shall mean the total amount of most recent continuous city service within the AFSCME bargaining unit.

3. The City will strive to give at least 60 days' notice with a minimum of 30 days' notice required.

4. The City will continue health and welfare benefits at the FTE level extant prior to the commencement of the layoff for 90 days. After 90 days, the employee will be responsible for the cost of continuing these benefits through COBRA.

5. An employee's accrued vacation leave and compensatory time will be cashed out based on the effective date of the layoff and in accordance with provisions and limits found within this agreement.

6. Seniority will continue to accrue for a period of 90 days while the employee is on the re-call list. After 90 days, seniority will be adjusted for the remainder of the time on the recall list up to the 2 years.

7. Probationary Employees - regular employees, who are identified as being at risk for layoff, shall have the right to bump a newly hired probationary employee in the same classification within the bargaining unit provided the probationary employee's probation period is still in effect on the effective date of the layoff. Probationary employees are not employees serving a trial service period as a result of a transfer or promotion.

8. Laid off employees will be automatically placed on the Recall List.

## 22.6 RECALL FROM LAYOFF

**22.6.1 Recall.** An employee who is laid off may be re-employed in their former position, or in a similar position for which they meet the minimum qualifications. Employees who are laid off may also be eligible for recall to any other position for which they meet the minimum qualifications.

Definition of Qualified: For the purpose of Article 22, an employee is considered to be "qualified" if they have completed their probationary period and meet the minimum qualifications of the position or if they are able to be trained within a reasonable period of time. The employer shall use the "In-Training guidelines" to determine what a reasonable period of time shall be.

- A. Recall will be made as follows:

1. If the position being restored was previously held by an employee on the recall list, that employee will be recalled to the position from which they were laid-off. Position is defined as a specific F.T.E. (not classification). This recall shall have priority over any other recall listed below.
2. The most senior person on the recall list will be reinstated to an open position if the employee meets the minimum qualifications, except when there is an employee who has been identified as an "At Risk" employee who meets the minimum qualifications of the open position and who is more senior than the employee on the recall list. In this case, the "At Risk" employee would have priority for the open position.
3. If the open position is newly designed or significantly different, and not filled previously by anyone, then the most senior person on the recall list who meets the minimum qualifications will be placed.
4. If any employee on the recall list, who is qualified and able to perform the job, does not accept the reinstatement, the City may hire a temporary or fill the position through regular means.

**B. Recall List.** An employee who is laid off or has experienced a reduction in hours will be automatically placed on the City's Recall List for open bargaining unit positions.

1. Employees on the Recall List will have reinstatement rights to a bargaining unit position for 2 years from the date of layoff.
2. Employees rehired from the recall list shall not suffer any loss of seniority or benefits as a result of lay-off, but shall not accrue seniority, wages, or benefits during lay-off.
3. City will notify employees on the Union recall list in writing with a copy to the union of all open bargaining unit positions as long as any employee remains on the recall list
4. Employees may remain on the Recall List even if they accept other employment outside the bargaining unit.
5. Employees on the recall list may refuse to return to a position other than that from which they were laid-off without loss of recall rights, subject to the City's Policy.
6. Employees recalled to a position where a new trial service period is required and which they are unsuccessful in completing, will be returned to the recall list for the remainder of the 2 year period.
7. Employees who have not been recalled will only be removed from the Recall List, within the 2 year period, if Human Resources receives a written request by the employee to do so.
8. It is the employee's responsibility to ensure Human Resources has current contact information (address, phone number, etc.)

**22.6.2** Laid-off employees on the Recall List may be required to participate in a competitive selection process if the vacant position is a promotion or a non-bargaining unit position, and more than one employee is eligible for the vacancy, which may include pre-employment tests, background checks, a physical examination, drug test, or other process deemed necessary by the hiring supervisor.

**22.6.3** The City reserves the right to determine the job class and rate of pay to which an employee will be assigned if recalled to work. Upon re-hire, salary, benefits, and leave will be based on the policies in place at the time of reinstatement. Salary will be determined based on the wages and promotion sections of the labor agreement, and City Policy (demotion/lateral). Vacation accrual rates will be based on the employee's adjusted re-hire date. Any un-accessed Sick Leave will be reinstated upon hire.

**22.6.4** At the discretion of the department director, re-hired employees may be required to complete a new probationary period. An employee will not be subject to a new probationary period if recalled into a position previously held (same classification in the same section) and had passed probation in that job.

**22.6.5** The lay-off and recall from lay-off set forth above will be administered in a manner that does not unfairly discriminate against any individual employee.

**23 SENIORITY**

**23.1** Employees in the bargaining unit shall accrue seniority from date of hire with the City into a position in the bargaining unit. (Except for purposes of lay-off and promotion. See Article 22). Seniority shall be based on continuous service with the City including paid leave; however, seniority shall not be accrued while on a leave of absence without pay. The anniversary date shall be adjusted for leaves without pay.

**23.2 Dual Seniority.** For employees with the same city wide seniority date (date of hire with the City of Olympia in a bargaining unit position as defined in the collective bargaining agreement), a coin toss will be held to determine city wide seniority applications. The coin toss will occur only at the time of the event in which seniority must be determined.

**23.2.1** The City agrees to keep scores from an individual's hiring tests or interviews confidential, except as may be required to comply with the open public records law in regard to the release of any individual's tests or interviews

**23.2.2** The City will strive to avoid hiring employees on the same day whenever possible in the future to avoid dual seniority situations.

**24. WAGES**

**24.1**

January 1, 2022, covered employees will receive a salary increase of 90% of Seattle- CPI-U (based on July 1, - June 30 CPI figures of the corresponding year) with a minimum increase of 1.5% and a maximum increase of 4%.

January 1, 2023 employees will receive a salary increase of 90% of Seattle CPI-U based on July 1, -June 30 CPI figures of the corresponding year) with a minimum of 1.5% and a maximum of 4%.

An additional 1% will be added to the general wage increase on January 1,2023.

January 1, 2024 employees will receive a salary increase of 90% of Seattle CPI-U based on July 1, June 30 CPI figures of the corresponding year) with a minimum of 1.5% and a maximum of 5%.

**24.2** If non-represented employees, as part of a general wage increase tied to a COLA, are due to receive a larger increase than the formula in this section, an adjustment will be made to the AFSCME COLA to match that of non-represented employees. However, if non-represented employees are provided a COLA below AFSCME members in one year, a future year COLA may exceed AFSCME's as long as the aggregate is the same within the years covered by contract.

**24.3** Employees shall normally be hired at the first step of the pay range, and shall receive an increase to the second step upon completion of twelve (12) months' employment. Increases to succeeding steps in the pay range shall occur annually on the anniversary date of the employee's assumption of their current classification.

**24.4** All pay checks, cash outs, and reimbursements will be direct deposited to the bank account of the employee's choice.

**24.5** No employee shall have their salary reduced for any reason except for being placed in a position held prior to the unsuccessful completion of a promotional trial service period or in the event of a voluntary demotion to a lower classification, or by agreement as a disciplinary action in lieu of a suspension for a period lasting no longer than six months.

**24.6 Working Out of Class**

**24.6.1 In a Represented Position** - Whenever an employee is required to perform all, or substantially all, of the duties of another higher paid represented classification and when assigned by a Supervisor for a period in excess of one full shift, the employee shall receive a five percent (5%) increase or shall be paid at the initial step of the higher paid position, whichever is greater, for the entire period.

**24.6.2 In a Non-Represented Position** - Whenever an employee is required to perform all or substantially all of the duties of another higher paid non-represented and independent classification and when assigned by a Supervisor for a period in excess of one full shift, the following will apply:

- A. The employee shall be paid out-of-class pay consistent with the City's Administrative Guidelines, and
- B. The employee shall continue their eligibility for overtime, as defined in Section 7.4.
- C. The employee shall be considered a Union member and shall continue to pay Union dues.

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In the event an employee is assigned to work out of class for a period exceeding six (6) months, their rate of pay shall increase by 1% for each succeeding six month period in that position.

**24.7** An employee who believes their position is improperly classified may request review of job duties by Human Resources. Requests for review of job duties for positions covered by this Agreement shall be conducted according to the established policies and practices of the City. The employee will submit a request for review of job duties directly to their supervisor. Upon receipt of an approved request, Human Resources will conduct a job audit, make a classification and pay determination and initiate the appropriate review process. The status of Classification review requests shall become an automatic Labor Management Agenda item until the review is completed. Any changes to pay ranges as a result of a review of position duties are subject to negotiation between the parties.

\*In the event a position is re-classified, the salary will then be based on the pay for that job classification and out-of-class pay shall be discontinued.

**24.8 Meal Allowance** - Employees will be reimbursed up to \$15.00 for a meal (receipt required) as a result of unplanned work beyond their regular workday and if they have worked more than twelve (12) consecutive hours and qualify for a second meal period, provided that the City has not provided a meal during this period. Additionally, the City is authorized to provide meals to employees when they are directed to work excessive hours and when it is not practical for employees to leave the work site during meal periods.

**25 LONGEVITY PAY**

**25.1** Longevity pay shall be granted to City employees beginning with their completion of six(6) years of continuous service with the City of Olympia to be paid in a lump sum on the employee’s anniversary date at the following rates.

6-9 years \$250

10-14 years \$500

15-19 years

\$1000

20+ years \$1500

**26 TOOL ALLOWANCE, UNIFORMS, CDL's and PANTS**

**26.1 Tool Allowance:** The City agrees to furnish employees, except mechanics, with the tools necessary to complete their assigned tasks. For mechanics, the City will pay a tool allowance of \$2,000 in 2022, \$2,250.00 in 2023, and \$2,500.00 in 2024 to each mechanic to replace tools that become broken or unusable. The reimbursement will be paid on the basis of invoices provided. Included in this allowance, the City will also reimburse the mechanic for lost tools when such loss is not caused by the negligence of the employee.

**26.2 Safety and Footwear:** The City will also supply all safety equipment, rain gear, and gloves if appropriate, subject to review of labor-management committee. These items will be replaced as needed on an exchange basis. All employees who are required by the City to wear safety footwear (lace-up, zipper, or slip on) will receive two hundred twenty-five dollars (\$225.00) per year for safety footwear in the January 25th paycheck. Safety footwear is defined as footwear that is required for employees to safely perform their normal assignments; for example in Parking Services, the requirement is that the footwear provides adequate foot and ankle support.

**26.3 Uniforms:** All employees who are provided uniforms are required to wear these and report to work in neat appearance as directed by the City.

**26.4 Pants:** All field employees will receive two-hundred dollars (\$200) per year for work pants in the January 25<sup>th</sup> paycheck.

**26.5** All new employees will receive two-hundred twenty-five dollars (\$225) for footwear and two-hundred dollars (\$200) for pants in their first paycheck at the conclusion of their probationary period.



**27 SAFETY**

**27.1** The City will work in partnership with the union to develop and maintain effective safety committees and programs in accordance with State regulations that will prevent injuries to employees.

**27.2** The City shall pay for Hepatitis A, B, DPT, and tetanus inoculation for all employees potentially exposed to those diseases.

**27.3** The Union and City shall ensure that safety committees, as established in 27.1, will include subject matter specific to issues related to employees with limited commissions.

**28 ELECTRONIC MONITORING**

**28.1** This article addresses the use of surveillance and electronic or other monitoring performed on an ongoing basis for the purpose of monitoring workplace productivity, safety and security. This article does not apply to any surveillance and electronic or other monitoring performed as part of any criminal investigation or any internal investigation pertaining to specific employees, provided that reasonable suspicion shall be supplied to the Union Staff Representative upon their request.

**28.2** The Union and employees shall be notified prior to implementation of, or changes to; any forms of surveillance or electronic monitoring proposed by the employer to be implemented on a routine and ongoing basis, and the notice shall include the purpose of the monitoring.

**28.3** Data acquired by electronic monitoring or surveillance systems may be used to evaluate work productivity, compliance with standards of conduct and other job requirements, as the basis for the imposition of discipline, and/or as part of a criminal investigation. In the event that data acquired by surveillance or electronic or other monitoring is used as the basis for any discipline, the employee who is the subject of such discipline and the Union shall have the right to obtain a copy of such data prior to the discipline being imposed.

**29 RETIREMENT**

**29.1** All employees in the bargaining unit shall be covered under the Public Employees Retirement System and Social Security.

**29.2** Members shall be afforded the option to participate in the ICMA deferred compensation loan program. Members must follow the City's established guidelines and procedures for application, repayment, and terms. The City will observe all federal laws pertinent to this program. Members' failure to repay loan amounts and delinquency of loans could jeopardize the continued availability of the loan program and possibly the tax-exempt status of the entire plan. The IRS may amend/modify or eliminate the guidelines of the program at any time. Should the program be discontinued, any outstanding loans would continue but no future loans would be granted. Should the City determine that it cannot continue with the program, they will discuss first with the union; ultimately, however, the City may discontinue this program at any time and for any reason.

**29.3** Members shall be afforded the option to participate in the ICMA Roth IRA as made available by the City, once it is established.

**30 CIVIL LIABILITY**

**30.1** The City shall comply with all laws respecting the civil liability of employees in the performance of their duties.

**31 DRUG AND ALCOHOL TESTING PROCEDURES**

**31.1** The Union and the City recognize their respective interests in providing a safe workplace, free of employees performing their duties under the influence of controlled substances and/or alcohol. The parties also recognize their obligation to comply with the most current federal and state regulations pertaining to the testing for controlled substances and alcohol use of employees required to hold a commercial driver's license (CDL). The Union accepts the testing program, policies, and requirements as outlined in City's Policy for Drug and Alcohol Testing for CDL Holders and Drug and Alcohol Testing for Non-CDL Holders. We agree to the following additions and clarifications:

- A.** In the event of a test for blood alcohol concentration measuring from .02 to .04, the employee will be sent home until the next regular work shift. Such time shall be charged to vacation accruals, compensatory time accruals or leave without pay, at the employee's option, and will be considered an unscheduled absence.
- B.** In the event of a positive drug test, the time period between when the positive test results is received and the employee is authorized to return to work will, at the employee's choice, be charged to the employee's vacation accruals, compensatory time accruals, or as leave without pay.
- C.** Where applicable, the cost of any return-to-duty testing required by the D.O.T. as a result of a positive test will be assumed by the employee. The cost of subsequent follow-up tests as required will be the sole responsibility of the employee.
- D.** Where applicable, costs of treatment and rehabilitation are the sole responsibility of the employee, to the extent not covered by health insurance.

**32 SAVINGS CLAUSE**

**32.1** If any Article, or part thereof, of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations to arrive at a mutually satisfactory replacement of such Article or addenda.

**32.2** It is agreed between the parties that nothing in this Agreement intends to abrogate existing monetary benefits not specifically referred to in this Agreement.

**33 NO STRIKE, NO LOCKOUT**

**33.1** The City and the Union recognize that the public interest requires the efficient and uninterrupted performance of all city services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement neither the Union nor the City shall cause, engage in, or sanction any work stoppage, slow down, action in sympathy, or other interference with City functions.

**33.2** In the event of unauthorized interruptions, the Union agrees it will join the City in requiring the members to return to work immediately. Upon failure, employees who engage in any of the foregoing actions shall be subject to disciplinary action, including suspension or discharge. No individual shall receive any portion of their salary or benefits as provided by the City, and in accordance with this applicable law, while engaging in activities in violation of this Article. The City shall not constitute any lockout of its employees during the term of this Agreement.

**34 ENTIRE AGREEMENT**

**34.1** The parties acknowledge that each has had the right to make demands upon the other to negotiate, fully and in an unlimited manner, the terms and conditions of this Agreement.

**34.2** Pursuant to the unlimited right to make demands upon the other, the parties waive during the life of this Agreement the right, if any, to negotiate during the term of this Agreement.

**34.3** The parties recognize that this Agreement embodies the full and entire agreement as between the parties and no previously existing practices shall be binding on either side unless specifically set forth herein.



35 **TERM OF AGREEMENT**

35.1 This Agreement shall become effective January 1, 2022 remain in effect until December 31, 2024.

35.2 Should either party wish to inaugurate collective bargaining discussion over changes they may wish to introduce into this Agreement, it is agreed that notice of the intent to bargain shall be mailed to the authorized parties signatory to the Agreement by August 31 of the final year of the contract.

SIGNED this \_\_\_\_ day of 2022.

**FOR THE UNION:**

\_\_\_\_\_  
Aaron Cole, WSCCCE Staff Representative

\_\_\_\_\_  
Paul Clerget , Chapter Chair, Negotiations Team

\_\_\_\_\_  
Mark Gayman

\_\_\_\_\_  
Eric Woods

\_\_\_\_\_  
Kris Ireland

\_\_\_\_\_  
Jeff Everitt

\_\_\_\_\_  
Nick Davidson

**FOR THE CITY:**

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Steven J. Burney, City Manager

#### **ADDENDUM A PROCESS FOR PERMANENT CHANGES TO WORK SCHEDULES**

**Goal:** The goal is for the City and Union to reach agreement on permanent schedule changes to satisfy both the City's operational needs and the interests of employees.

#### **Guiding Principles**

- City to allow adequate time to have meaningful and productive discussions
- City has the sole right to determine operational needs, for example where and when coverage is required.
- City and Union will work to reach agreement in a timely manner.

#### **Process:**

1. When the City identifies an operational need requiring a change in hours of work, the City shall notify the Union in writing of the need to make schedule changes.
2. Union and City will work together to identify options, and analyze pro's and con's.
3. The City reserves the right to determine operational needs.

*For example, an operational need in Parks Maintenance is staffing 18 or so hours per day.*

4. City and Union will bargain the changes to hours of work required to meet the operational needs.

*For Example, of the many possible ways to provide 18 hour staffing, city and union agree that a third, overlapping shift operating during specified hours is the best way to meet the operational need.*

#### **Addendum B**

The following are examples for the purpose of illustrating the intent of the Training Time language under Article 35.4 of the contract which reads as follows: Training work time as defined by the FLSA which is in excess of the normal daily shift may be compensated in time off on an hour for hour basis as long as total work time does not exceed forty (40) hours per week. Work in excess of forty (40) hours per week shall be compensated per the overtime provision of this agreement.

1. **Flexing shifts within the week:** An employee, whose regular shift is 8 hours, attended an all-day training on Thursday. The employee put in two hours of work before going to the 8 hour training. By the end of the day, the employee had put in 10 hours of work. The employee had already scheduled two hours off the next morning for a doctor's appointment. Instead of taking that time as sick leave, the employee chose to take the two hours extra training time earned the day before as straight time pay. The sick leave bank was not charged; the employee did not exceed the 40 hour work week.

2. **When Overtime is Paid:** An employee, whose regular shift is 8 hours, attended an all-day training on Thursday. The employee put in two hours of work before going to the 8 hour training. By the end of the day, the employee had put in 10 hours of work. The rest of the week prior to and after the training were normal work days, so the employee had worked two hours more than the 40 hours in the work week. This employee will be paid overtime for 2 hours in accordance with the labor agreement.

**When Overtime is Not Paid:** An employee whose regular shift is 10 hours and who works Monday through Thursday with Friday off, attended an all-day training on Thursday. The employee put in two hours of work before going to the 8 hour training. By the end of the day, the employee had put in 10 hours of work. The employee worked the full 40 hours for this week; the employee is not entitled to any overtime.

**AFSCME  
ECONOMIC AGREEMENTS SUMMARY  
March 22, 2022**

The City and the Union are currently negotiating the labor contract for the period January 1, 2022 – December 31, 2024. The following summarizes the proposed agreement:

<b>ITEM</b>	<b>AGREEMENT</b>	<b>ESTIMATED ANNUAL COST INCREASE</b>
<b>Increase of Salary</b>	2022: 4% 2023: *1.0% Min/4.0% Max 90% of Seattle CPI-U; plus 1% additional 2024: *1.0% Min/5.0% Max 90% of Seattle CPI-U	2022: \$351,874  2023: \$378,725  2024: \$270,518
<b>Increase of Benefits</b>	2022: 2023: 2024:	2022: \$24,604 2023: \$71,382 2024: \$51,202
<b>2022</b>	TOTAL: As a percentage of annual payroll:	\$376,478 2%
<b>2023</b>	TOTAL: As a percentage of annual payroll:	\$449,357 3%
<b>2024</b>	TOTAL: As a percentage of annual payroll:	\$320,970 2%

\*COLA on salary for 2023 and 2024 are estimated at 2.5%.



## City Council

### Approval of a Substantial Amendment to Program Year 2021 Community Development Block Grant Annual Action Plan

**Agenda Date:** 4/19/2022  
**Agenda Item Number:** 4.G  
**File Number:**22-0366

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

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#### **Title**

Approval of a Substantial Amendment to Program Year 2021 Community Development Block Grant Annual Action Plan

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve the proposed amendment to the Program Year (PY) 2021 Community Development Block Grant (CDBG) Annual Action Plan to reallocate existing CDBG CV funds and prior program year entitlement funds.

#### **Report**

##### **Issue:**

Whether to approve the proposed substantial amendment which reallocates CDBG funds to new activities.

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

Darian Lightfoot, Housing Programs Manager, 360.280.8951  
Anastasia Everett, CDBG Program Specialist, 360.280.6197

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

None - Consent Calendar item.

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

The CDBG program has a public service activities allocation cap in written into the grant's regulations. Public service activities can only account for 15% of the total grant entitlement per program year. The City's 2020 Consolidated Annual Performance and Evaluation Report (CAPER) showed the City's 2020 allocations surpassed the 2020 public service allocation cap. The City is repaying \$93,736.25 of entitlement funds to the Department of Housing and Urban Development (HUD) and re-funding those activities with Community Development Block Grant CARES (CDBG-CV) funds.

CDBG-CV funds do not have the 15% public service cap, as these funds are meant to prepare for, prevent, or respond to COVID-19. By repaying the entitlement funds to HUD and repaying the activities with CDBG-CV funds, the City will be in compliance for the 2020 CAPER. A Substantial Amendment is being proposed to award the below activities funds in order to meet the national objective and support residents in Olympia.

### **Activity 1**

The following PY2019 activities that were created to respond to COVID-19 will be paid back and repaid with CV funds: Meals on Wheels, Thurston County Food Bank, Homeless Coordinator, totaling \$93,736.25. This amount will then be awarded to Olympia Community Solar.

Olympia Community Solar is seeking funds to install a 95.5 kW rooftop solar energy system on seven Olympia single family low-income rental homes. The systems, engineered and installed by South Sound Solar, include SilFab modules, SolarEdge inverters and monitoring.

The estimated total cost of the project is \$250,301.70. The CDBG funding awarded to this project is the \$93,736.25 of returned prior program year (PY 2016, 2017, 2018) funds as well as an additional \$92,752.35 of unspent prior program year funds (PY 2015, 2017, 2018) for a total of \$186,488.60. The installation is set to begin in early spring 2023. The remaining balance will be paid with CDBG PY 2022 entitlement funds.

Homes First has a mission to create and maintain healthy, safe, and affordable rental housing for low and extremely-low-income individuals and families. Homes First has served over 5,000 people since their founding in 1990. They own and/or manage 46 properties, annually providing over 275 tenants with respect, dignity, and support to ensure that they have every opportunity to be successful.

### **Activity 2**

CDBG funds will be awarded to Catholic Community Services to rehabilitate their facility at Drexel House. \$90,000 of combined unallocated prior program year PY 2020 CDBG funds and Program Income will be used to replace the flooring in the Drexel House in both the permanent supportive housing facility as well as the emergency shelter.

The Drexel House campus provides a continuum of housing care in a safe environment that fosters respect and dignity, with an emergency shelter for 16 men and 86 units of permanent supportive housing for men and women coming out of homelessness. Drexel House serves homeless men and women who are first screened through SideWalk's coordinated entry and are rated as the most vulnerable members in Thurston County. Case management, referrals, transportation and supportive services are provided on-site.

An opportunity for public hearing was provided on March 29, 2022. Approval of a Substantial Amendment to the Annual Action Plan requires a 30-day public comment period. That period began on March 11, 2022 and ended on April 12, 2022.

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

Community Development Block Grant funds can be spent to meet the needs of low to moderate income individuals throughout the community.

### **Options:**



1. Move to recommend for approval the proposed Substantial Amendment to the PY 2021 Annual Action Plan.
2. Provide staff with feedback and provide alternative direction.
3. Take other action.

**Financial Impact:**

There are \$276,488.60 available in PY15, PY16, PY17, PY18, and PY20 for reallocation. If PY15 funds, totaling \$2,996.94, are not drawn down by the end of the program year, they are subject to being returned to the Department of Housing and Urban Development. Reprogramming the remaining balance will help the program in meeting the timeless test, requiring timely award spend down. Repaying \$93,736.25 towards CV eligible activities will realign the program in meeting the required public service cap. The budget can be found in the attached Draft PY21 Substantial Amendment.

**Attachments:**

Draft Program Year 2021 Substantial Amendment

## PROPOSED SUBSTANTIAL AMENDMENT – OLYMPIA CDBG PROGRAM YEAR 2021

**Overview:** Staff recommend a *Substantial Amendment* to the current Program Year 2021 (9/1/21 – 8/31/22) CDBG Annual Action Plan to **reallocate CDBG-CV funding and prior program year entitlement funds**. A total of \$93,736.25 is being repaid to HUD. The following PY 2019 activities that were created to respond to COVID-19 will be paid back and repaid with CV-1 funds: Meals on Wheels, Thurston County Food Bank, Homeless Coordinator.

**Project: Rental Rehabilitation:** Community Development Block Grant funds will be awarded to Olympia Community Solar to install a 95.5 kW rooftop solar energy system on seven Olympia single family low-income rental homes. The systems, engineered and installed by South Sound Solar, include SilFab modules, SolarEdge inverters and monitoring.

The estimated total cost of the project is \$250,301.70. The CDBG funding going to this project is the \$93,736.25 of returned prior program year (PY 2016, 2017, 2018) funds as well as an additional \$92,752.35 of unspent prior program year funds (PY 2015, 2017, 2018) for a total of \$186,488.60. The installation is set to begin in early spring 2023. The remaining balance will be paid with CDBG PY22 entitlement funds.

Homes First has a mission to create and maintain healthy, safe, and affordable rental housing for low and extremely-low-income individuals and families. Homes First has served over 5,000 people since their founding in 1990. They own and/or manage 46 properties, annually providing over 275 tenants with respect, dignity, and support to ensure that they have every opportunity to be successful.

**Project: Homeless Facilities Rehabilitation (not operating costs)** Community Development Block Grant funds will be awarded to Catholic Community Services to rehabilitate their facility at Drexel House. \$90,000 of combined unspent prior program year PY 2015 and 2020 CDBG funds and Program Income will be used to replace the flooring in the Drexel House in both the permanent supportive housing facility as well as the emergency shelter.

The Drexel House campus provides a continuum of housing care in a safe environment that fosters respect and dignity, with an emergency shelter for 16 men and 86 units of permanent supportive housing for men and women coming out of homelessness. Drexel House serves homeless men and women who are first screened through SideWalk's coordinated entry and are rated as the most vulnerable members in Thurston County. Case management, referrals, transportation and supportive services are provided on-site.

**Proposed Substantial Amendment:** This proposed Substantial Amendment must go through our "**CDBG Citizen Participation Plan**" with 30 days for public comment. This public process can run concurrent to the Program Year 2021 Annual Action Plan public process. This meets the definition of a Significant Amendment to the Annual Action Plan because of the following:

- A change in allocation priorities, which is considered a change of federal funds awarded to a project of greater than 30 percent or \$30,000, whichever is greater;
- A major change in the scope of an activity;
- The addition or deletion of a specific activity;
- A change in the beneficiaries of an activities; or

**CDBG Eligibility:** Rental Rehabilitation is eligible for CDBG funding and meets the national objective of Low-Moderate Housing Activity:

**Energy Efficiency Improvements:** Housing rehabilitation with the sole purpose of improving energy efficiency (e.g. weatherization, solar, etc) **HUD Code 14F**

**CDBG Eligibility:** Homeless Facilities Rehabilitation is eligible for CDBG funding and meets the national objective of Low-Moderate Limited Clientele Activity:

**Homeless Facilities (not operating costs):** Acquisition, construction, conversion of buildings, or rehabilitation of temporary shelters and transitional housing for the homeless, including victims of domestic violence, dating violence, sexual assault or stalking, disaster victims, runaway children, drug offenders, and parolees. **HUD Code 03C**

**DRAFT AMENDMENT OF PROGRAM YEAR 2021 CDBG ANNUAL ACTION PLAN**

*Highlighted in yellow is the proposed amendment to the Olympia PY 2021 Plan, to be funded by re-allocated funds from prior CDBG years:*

Recipient	Project	HUD Goal(s)	HUD Objectives	Proposed Funding
<b>Olympia Community Solar</b>	Housing	Rental Rehabilitation	LMH – Low/Moderate Housing	<b>\$186,488.60</b> <b>(PY 2015, 2016, 2017, 2018 reallocation)</b>
<b>Catholic Community Services</b>	Housing	Homeless Facilities Rehabilitation	LMC – Low/Moderate Limited Clientele	<b>\$90,000</b> <b>(PY 2015 an 2020 reallocation and Program Income)</b>
<b>Rebuilding Together South Sound</b>	Housing	Rental Rehabilitation	LMH – Low/Moderate Housing	<b>\$100,000</b>
<b>Northwest Coop Development Center</b>	Business Training and Technical Assistance	Economic Development	LMJ – Low/Moderate Jobs	<b>\$50,000</b>
<b>Housing Authority Thurston County</b>	Housing	Rental Rehabilitation	LMH – Low/Moderate Housing	<b>\$50,000</b>
<b>Homes First</b>	Housing	Housing Administration	LMH – Low/Moderate Housing	<b>\$50,000</b>
<b>City of Olympia</b>	Olympia Downtown Ambassadors	Public Services	LMC – Low/Moderate Income – Limited Clientele	<b>\$50,000</b>
<b>City of Olympia</b>	Program Administration	N/A	N/A	<b>\$91,548</b>
		<b>PY 2021</b>	<b>ALLOCATIONS</b>	<b>\$668,036.60</b>

## PUBLIC COMMENT

The 30-Day public comment period runs from **March 11, 2022 – 12:00pm, April 12, 2022**, offering the following options:

- **Written comments:** Olympia City Council, 601 4<sup>th</sup> Ave E, Olympia, WA 98501 ATTN: CDBG
- **Emails:** [cdbg@ci.olympia.wa.us](mailto:cdbg@ci.olympia.wa.us),
- **Phone calls:** 360.233.6197
- **Public hearing:** March 29<sup>th</sup>, 2022 at 7:00 p.m. at City Council via Zoom
- **Council Approval:** April 19<sup>th</sup>, 2022 at 7:00 p.m. at City Council via Zoom

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### For more information:

**Anastasia Everett** Community Development Block Grant Program Specialist  
[aeverett@ci.olympia.wa.us](mailto:aeverett@ci.olympia.wa.us) | 360.233.6197

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DRAFT



## City Council

# Approval of a Resolution to Establish a 2030 Greenhouse Gas Emissions Reduction Target

**Agenda Date:** 4/19/2022  
**Agenda Item Number:** 4.H  
**File Number:**22-0364

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

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### Title

Approval of a Resolution to Establish a 2030 Greenhouse Gas Emissions Reduction Target

### Recommended Action

#### Committee Recommendation:

Not referred to a committee.

#### City Manager Recommendation:

Move to approve a resolution to establish a 2030 greenhouse gas emissions reduction target.

### Report

#### Issue:

Whether to approve a resolution to establish a 2030 greenhouse gas emissions reduction target.

#### Staff Contact:

Pamela Braff, PhD, Climate Program Manager, City Manager's Office, 360.753.8249

#### Presenter(s):

Pamela Braff, PhD, Climate Program Manager

### Background and Analysis:

#### Previous Emissions Targets

In April 2018, Thurston County, Olympia, Lacey, Tumwater, and Thurston Regional Planning Council began the first phase of work to develop a regional climate mitigation plan. Phase I resulted in the following regional greenhouse gas emissions reduction targets:

- 45% below 2015 levels by 2030
- 85% below 2015 levels by 2050

Over the next two years, the partner jurisdictions worked together to develop a regional climate mitigation plan. In February 2021, all partners accepted the Thurston Climate Mitigation Plan (TCMP) as a common framework to achieve the regionally adopted emissions reduction targets

In addition to working on the regional TCMP, in 2019, Olympia City Council also passed a Youth Climate Inheritance Resolution (No. M-2045). The resolution was developed in collaboration with

Olympia High School Students and committed the City to work with the youth of Olympia to achieve a goal of net-zero emissions by 2040.

#### Why Update Olympia's Emissions Targets?

The regional greenhouse gas emissions targets developed in Phase I of the Thurston Climate Mitigation Plan are no longer consistent with the best available science on the action necessary to avoid the worst consequences of climate change.

Adopting an interim 2030 science-based target is also a requirement of the Cities Race to Zero Campaign, which Olympia joined in 2021. Cities Race to Zero is a global campaign to inspire action from cities around the world to reduce greenhouse gas emissions 50% by 2030 and reach net-zero by 2050. The Cities Race to Zero campaign requires participating cities to adopt a 2030 science-based target in line with the goals of the Paris Agreement and the Intergovernmental Panel on Climate Change's Special Report on Global Warming of 1.5°C. Science-based climate targets must be in line with the latest climate science and represent a community's fair share of the global ambition necessary to limit warming to 1.5°C.

The Paris Agreement is an international treaty, adopted in 2015, to reduce global greenhouse gas emissions and address the negative impacts of climate change. Under the agreement, countries agreed to limit global warming to well below 2°C above pre-industrial levels, while pursuing efforts to limit warming to 1.5°C.

In 2018, the Intergovernmental Panel on Climate Change (IPCC), released a Special Report on the impacts of global warming of 1.5°C above pre-industrial levels. The report showed that 2°C of warming posed much greater risks than previously understood, and that these risks could be substantially reduced by limiting warming to 1.5°C. To have the best chance at limiting warming to 1.5°C, the world must reduce greenhouse gas emissions 45% below 2010 levels by 2030 and reach net-zero by 2050.

#### Proposed Updates to Emissions Targets

The proposed update to Olympia's greenhouse gas emissions reduction targets would:

- Reaffirm Olympia's pledge to reach net-zero by 2040
- Establish an interim 2030 science-based target that reflects Olympia's fair share of a 50% reduction in global emissions (59% below 2019 levels by 2030).

The interim 2030 science-based target was developed by ICLEI-Local Governments for Sustainability, based on Olympia's 2019 community-wide greenhouse gas inventory. To meet its fair share of the 50% global reduction of greenhouse gas emissions, Olympia must reduce absolute emissions 59% below 2019 levels by 2030.

The proposed updates to Olympia's emissions reduction targets do not establish a new climate plan separate from the TCMP. The high impact actions necessary to achieve Olympia's 2030 interim target (i.e., decarbonizing the electric grid, reducing vehicle miles travelled, shifting to electric vehicles, and decarbonizing buildings through electrification and energy efficiency) are also identified as key actions in the TCMP. However, achieving Olympia's more ambitious targets, will likely also require more ambitious implementation of these actions.

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

Since the Acceptance of the Thurston Climate Mitigation Plan in February 2021, community members have continued to urge the City to take immediate and ambitious action to address climate change.

**Options:**

1. Approve the Resolution to establish a 2030 greenhouse gas emissions reduction target that reflects Olympia's fair share of a 50% reduction in global emissions, and pledge to reduce community-wide emissions 59% below 2019 levels by 2030.
2. Modify the Resolution to establish a 2030 greenhouse gas emissions reduction target to better address City Council Concerns.
3. Do not approve the Resolution to establish a 2030 greenhouse gas emissions reduction target.

**Financial Impact:**

There are no direct financial impacts of adopting a 2030 emissions reduction target. Future funding will be needed to develop and implement programs and policies to meet this target.

By adopting a 2030 emissions reduction target, community organizations in Olympia will be eligible to apply for a \$1,000,000 Action Fund from ICLEI USA. Adopting a 2030 target will also ensure that Olympia is eligible for similar funding or technical support opportunities that may become available in the future.

**Attachments:**

Resolution  
High Impact Action Summary Report  
Thurston Climate Mitigation Plan  
Presentation

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, TO ESTABLISH A 2030 GREENHOUSE GAS EMISSIONS REDUCTION TARGET**

**WHEREAS**, climate change is an existential crisis posing one of the most serious threats to the existence of humanity and all species on the planet; a threat that intersects and compounds all other crises facing humanity and our earth; and

**WHEREAS**, the Intergovernmental Panel on Climate Change’s (IPCC) Special Report on Global Warming of 1.5°C from October 2018, states that limiting warming to 1.5°C offers the greatest chance of avoiding the most catastrophic impacts of climate change, and irreversible impacts to Earth’s climate; and

**WHEREAS**, the most recent report from the Intergovernmental Panel on Climate Change (IPCC; AR6) warns that the window to limit global warming to 1.5°C is rapidly closing, and that without drastic action, limiting warming to 2°C might also be impossible; and

**WHEREAS**, every fraction of a degree of warming leads to more dangerous and costly impacts, and humanity must take immediate, drastic action to reduce greenhouse gas emissions; and

**WHEREAS**, in February 2021, Olympia City Council passed a Resolution Declaring a Climate Emergency (Resolution No. M-2194); and

**WHEREAS**, in 2021, the City of Olympia accepted the Thurston Climate Mitigation Plan as a regional framework to reduce community-wide greenhouse gas emissions 45 percent below 2015 levels by 2030 and 85 percent below 2015 levels by 2050; and

**WHEREAS**, in addition to working on the regional Thurston Climate Mitigation Plan, in 2019, Olympia City Council passed a Resolution Expressing a Commitment to Protect the Youth of this Community from the Risks of Climate Destruction (Resolution No. M-2045) and to achieve net zero emissions by 2040; and

**WHEREAS**, in November 2021, the City of Olympia joined the Cities Race to Zero Campaign; and

**WHEREAS**, the Race to Zero is a global campaign to rally leadership and support from businesses, cities, regions and investors for a healthy, resilient, zero carbon transition that unlocks inclusive, sustainable growth; and

**WHEREAS**, the objective of this campaign is to build momentum around the shift to a decarbonized economy, and inspire action from cities around the world to cut emissions in half by 2030 and achieve net-zero by 2050 or sooner; and

**WHEREAS**, there are five requirements to join the Race to Zero:



1. Endorse the four principles of the Race to Zero Campaign;
2. Pledge to reach net zero in the 2040s or by mid-century at the latest and limit warming to 1.5°C;
3. Plan to set an interim 2030 target consistent with a fair share of 50% global emission reductions;
4. Begin at least one inclusive and equitable climate action; and
5. Publish your target and actions to a reporting platform and report progress annually; and

**WHEREAS**, ICLEI – Local Governments for Sustainability USA is providing technical assistance to participating governments to develop a 2030 science-based target and identify high-impact actions necessary to achieve this target; and

**WHEREAS**, equitably reducing global emissions 50% by 2030 requires that high-emitting, wealthy nations reduce their emissions by more than 50%, and ICLEI calculated Olympia’s “fair share” to be a 59% reduction below 2019 emissions; and

**WHEREAS**, the high-impact actions necessary to achieve this interim target include decarbonizing the electric grid, reducing vehicle miles travelled and shifting to electric vehicles, and decarbonizing buildings through electrification and energy efficiency;

**NOW, THEREFORE, BE IT RESOLVED**, that the Olympia City Council is committed to limiting global warming to 1.5 degrees Celsius by the end of the century, and in support of this commitment, pledges to reach net-zero by 2040; and be it

**FURTHER RESOLVED** that the Olympia City Council commits to the establishment of an interim 2030 target that reflects Olympia’s fair share of a 50% reduction in global emissions, and pledges to reduce emissions 59% below 2019 levels by 2030.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

Mark Barber  
CITY ATTORNEY

# High Impact Action Analysis Summary Report: Olympia, WA 2019

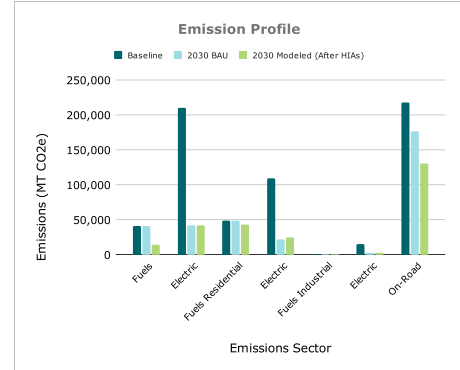


SBTs and Emissions Goals	2030 Per Capita	2030 Absolute	Baseline Scope 1 & 2 (MT CO2e)	2030 Scope 1 & 2 (MT CO2e)
	62.8%	59.0%	645,456	264,418

Growth Rates	Commercial	Residential	Industrial	On-Road Transportation	Grid Decarbonization
	Population Growth	Population Growth	Population Growth	Population Growth	CES
	10.19%	10.19%	10.19%	10.19%	-80.00%

Abbreviation Key	
SBT	Science-Based Target
HIA	High Impact Actions
VMT	Vehicle Miles Traveled
EV	Electric Vehicles
SF	Square Feet (ft <sup>2</sup> )
EB	Existing Buildings

	Baseline & Forecasted Emissions			Modeled Emissions (After HIAs)	
	Baseline Emissions (MT CO2e)	% of total (Adjusted)	2030 Forecasted Emissions (MT CO2e)	2030 Modeled Emissions (MT CO2e)	Percent Change
<b>Fuels Commercial</b>	40,490	6%	40,847	13,767	-66.3%
<b>Electric Commercial</b>	209,750	<b>32%</b>	42,320	42,325	0.0%
<b>Fuels Residential</b>	48,207	7%	48,632	42,904	-11.8%
<b>Electric Residential</b>	109,009	<b>16%</b>	21,994	24,317	10.6%
<b>Fuels Industrial</b>	675	0%	681	681	0.0%
<b>Electric Industrial</b>	14,836	2%	2,993	2,993	0.0%
<b>On-Road Transportation</b>	218,017	<b>33%</b>	176,773	130,149	-26.4%
<b>Sum of Primary Sectors</b>	640,984	97%	334,241	257,137	-23.1%
<b>Inventory Total</b>	<b>660,731</b>	-	-	-	-



HIA Overview				
Type	Name	Net Reduction (MT CO2e)	Description	Explanation/Source
<b>Grid Decarbonization</b>	CES	<b>294,071</b>	Clean Energy Standard: 80% Reduction in carbon intensity (kg CO2/MWH) by 2030.	General Clean Energy Standard Goal
	High Level VMT Reduction	<b>8,839</b>	5% Reduction in total VMT	Reduction from grid decarbonization occurs within the 2030 forecast, before other High-Impact Actions are modeled. Generic moderate baseline
<b>On-Road Electric Vehicles Adoption</b>	Moderate (4.5% Annual Growth)	<b>33,971</b>	22.5% of VMT is EV by 2030. This action influences an increase in Residential & Commercial buildings electricity emissions.	Middleground of BAU and aggressive approaches, <a href="https://evadoption.com/ev-sales/ev-sales-forecasts/">https://evadoption.com/ev-sales/ev-sales-forecasts/</a>
<b>Commercial Building Efficiency</b>	IECC 2018	<b>1,842</b>	All new buildings including 1% of existing Sq FT (renovations and turnover) will meet IECC 2018 (36.95% reduction in building EUI)	<a href="https://www.pnnl.gov/main/publications/external/technical_reports/PNNL-28125.pdf">https://www.pnnl.gov/main/publications/external/technical_reports/PNNL-28125.pdf</a> <a href="https://www.eia.gov/consumption/commercial/data/2012/cse/pdf/e2.pdf">https://www.eia.gov/consumption/commercial/data/2012/cse/pdf/e2.pdf</a>
<b>Residential Building Efficiency</b>	IECC 2018	<b>957</b>	All new buildings including 1% of existing Sq FT (renovations and turnover) will meet IECC 2018 (36.95% reduction in building EUI)	<a href="https://www.pnnl.gov/main/publications/external/technical_reports/PNNL-28125.pdf">https://www.pnnl.gov/main/publications/external/technical_reports/PNNL-28125.pdf</a> <a href="https://www.eia.gov/consumption/commercial/data/2012/cse/pdf/e2.pdf">https://www.eia.gov/consumption/commercial/data/2012/cse/pdf/e2.pdf</a>
<b>Commercial Building Electrification</b>	New + 6% EB Electrified	<b>25,996</b>	All new buildings & 6% Existing Sq FT per year are electrified. This action influences an increase in Commercial buildings electricity emissions.	Based on a combination of other scenarios: 1. All new buildings & 1% Existing Sq FT per year are electrified. Based on % of building stock experiencing major retrofit or replacement each year. <a href="https://www.schroders.com/en/sysglobalassets/digital/real-estate-de/publications/2-pages-from-property-chronicle-q6_online-2.pdf">https://www.schroders.com/en/sysglobalassets/digital/real-estate-de/publications/2-pages-from-property-chronicle-q6_online-2.pdf</a> 2. 5% of existing SF per year is electrified. Because heating systems are replaced at a minimum of 10 years, this scenario represents half replacement with all electric heating systems. <a href="https://www.energystar.gov/campaign/heating_cooling/replace">https://www.energystar.gov/campaign/heating_cooling/replace</a>
<b>Residential Building Electrification</b>	New Buildings, All Electric	<b>5,499</b>	All new buildings & 1% Existing Sq FT per year are electrified. This action influences an increase in Residential buildings electricity emissions.	Based on % of building stock experiencing major retrofit or replacement each year. <a href="https://www.schroders.com/en/sysglobalassets/digital/real-estate-de/publications/2-pages-from-property-chronicle-q6_online-2.pdf">https://www.schroders.com/en/sysglobalassets/digital/real-estate-de/publications/2-pages-from-property-chronicle-q6_online-2.pdf</a>

2030 Outlook	2030 Absolute SBT	59.0%	2030 Per Capita SBT	62.8%
	Reduction Achieved (Absolute)	59.9%	Reduction Achieved (Per Capita)	63.6%
	Percent To Go (Absolute)	-0.9%	Percent To Go (Per Capita)	-0.8%

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# Resolution to Establish a 2030 Greenhouse Gas Emissions Reduction Target



**Olympia City Council**  
**April 19, 2022**

What are  
**Olympia's**  
current  
greenhouse  
gas emissions  
targets?

- **Thurston Climate Mitigation Plan:** Reduce regional greenhouse gas emissions:
  - 45% below 2015 levels by 2030
  - 85% below 2015 levels by 2040
- **Olympia Climate Inheritance Resolution:** Achieve net-zero emissions by 2040.
- **Cities Race to Zero:** Achieve net-zero emissions by 2040 and set an interim 2030 science-based target.

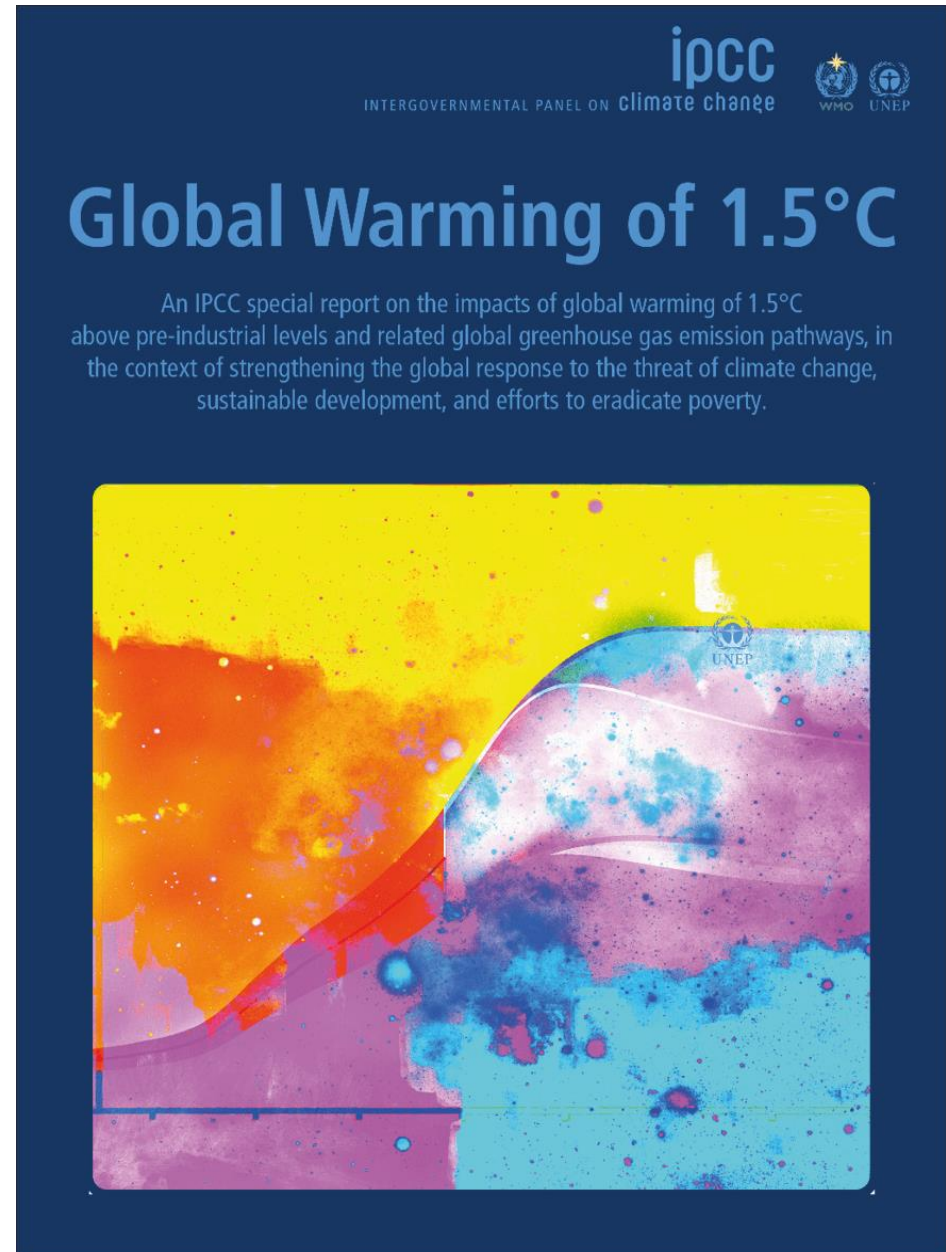
Why is it  
important to  
update  
**Olympia's**  
current GHG  
targets?

Under the Paris Agreement, countries agreed to limit warming to well below 2°C, while trying to limit warming to 1.5°C.



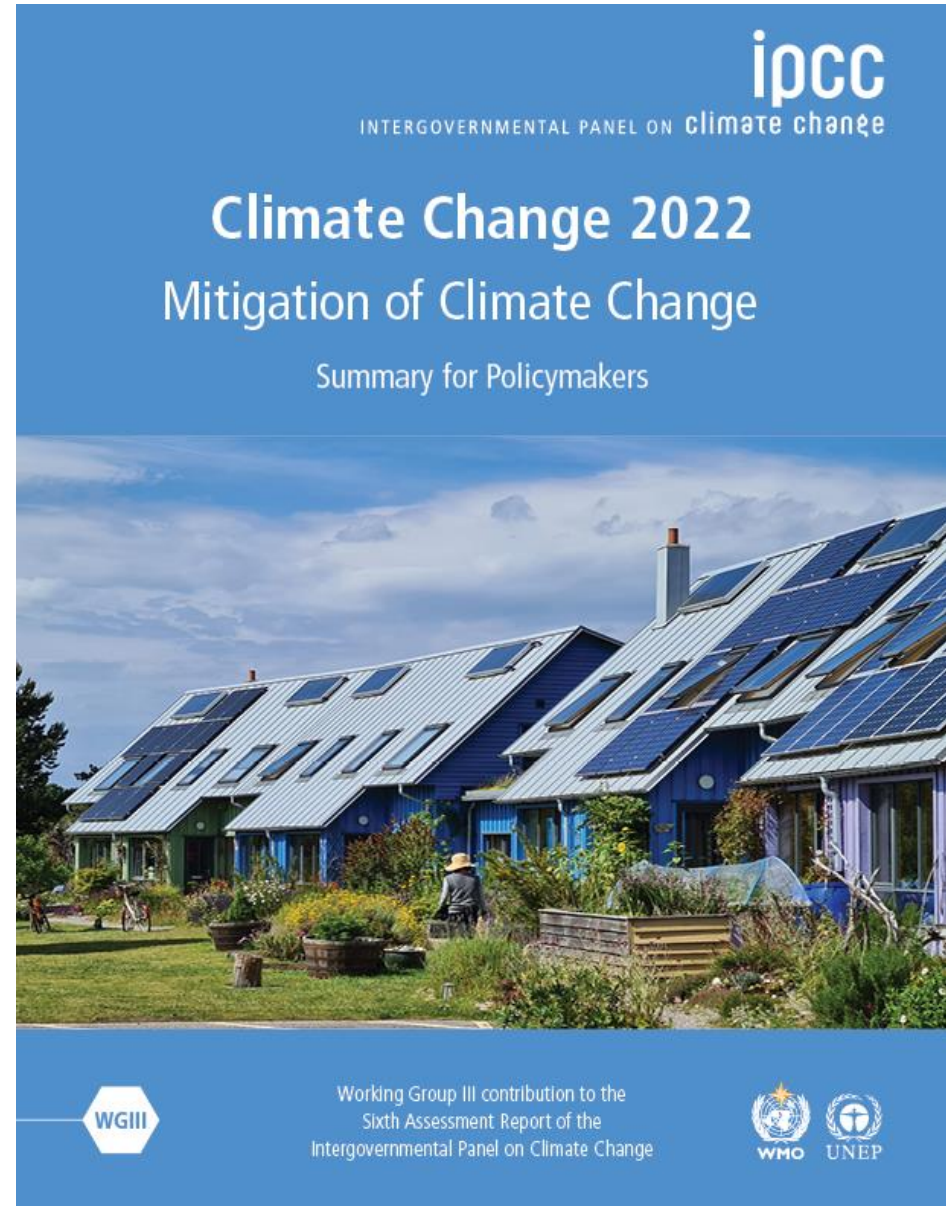
Why is it important to update **Olympia's** current GHG targets?

To limit warming to 1.5°C, the world must reduce greenhouse gas emissions 45% below 2010 levels by 2030 and reach net-zero by 2050.



# Why is it important to update **Olympia's** current GHG targets?

We can reduce emissions 50% by 2030, but the next few years are critical. Global emissions must peak before 2025 to limit warming to 1.5°C.



Why is it important to update **Olympia's** current GHG targets?

Cities signing on to the Cities Race to Zero must commit to the following:

1. Endorse the four principles of the Race to Zero Campaign.
2. **Pledge to reach (net)-zero in the 2040s or sooner, or by mid-century at the latest, in line with global efforts to limit warming to 1.5° Celsius.**
3. **Set an interim 2030 target, which reflects a fair share of the 50% reduction in global emissions identified in the IPCC Special Report on Global Warming of 1.5° Celsius.**
4. Begin at least one inclusive and equitable climate action.
5. Publish your target and actions to a reporting platform and report progress annually



The proposed update to **Olympia's** greenhouse gas emissions targets would:

- Reaffirm Olympia's pledge to reach **net-zero by 2040**.
- Establish an interim 2030 science-based target that reflects Olympia's fair share of a 50% reduction in global emissions: **59% below 2019 levels by 2030**.



[olympiawa.gov/climate](http://olympiawa.gov/climate)





## City Council

# Approval of a Resolution Ratifying a Contract with Lakeside Industries for Emergency Repairs of Pavement on Henderson Boulevard SE

**Agenda Date:** 4/19/2022  
**Agenda Item Number:** 4.1  
**File Number:** 22-0347

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

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### Title

Approval of a Resolution Ratifying a Contract with Lakeside Industries for Emergency Repairs of Pavement on Henderson Boulevard SE

### Recommended Action

#### Committee Recommendation:

Not referred to a committee.

#### City Manager Recommendation:

Move to approve a Resolution ratifying a contract with Lakeside Industries for emergency repairs of pavement on Henderson Boulevard SE.

### Report

#### Issue:

Whether to approve the Resolution ratifying a contract with Lakeside Industries for emergency repairs.

#### Staff Contact:

Mark Russell, PE, Deputy Director, Public Works Department, 360.753.8762

#### Presenter(s):

None - Consent Calendar Item.

### Background and Analysis:

A Resolution authorizing a Public Works Emergency Contract for repair of pavement on Henderson Boulevard SE was approved on February 8, 2022. This action authorized a not to exceed contract of \$350,000. This figure was based upon a preliminary estimate from our contractor. The contract cost has since been increased to \$392,237.84, which includes additional repairs to the pavement that are necessary.

The City Engineer determined that the situation on Henderson Boulevard SE constituted an

emergency and contracted with Lakeside Industries for emergency repairs. The work will repair delamination of pavement caused by cold temperatures, snow, and rain on Henderson Boulevard SE between Plum Street and North Street.

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

The neighborhoods, schools, InterCity Transit, and surrounding businesses were notified of this work.

**Options:**

1. Approve a Resolution ratifying a contract with Lakeside Industries for emergency repairs of pavement on Henderson Boulevard SE. The repairs will proceed as planned.
2. Do not approve a Resolution ratifying a contract with Lakeside Industries for emergency repairs of pavement on Henderson Boulevard SE. Provide staff direction on modifications to the Resolution desired by City Council.

**Financial Impact:**

The total cost of the project, including this contract, is estimated to be \$500,000 to cover inspection, contracting, and other City labor costs.

**Attachments:**

Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON RATIFYING CONTRACT NUMBER 2203G WITH LAKESIDE INDUSTRIES FOR EMERGENCY REPAIR OF PAVEMENT ON HENDERSON BOULEVARD SE**

**WHEREAS**, City staff recently encountered delamination of the pavement, caused by cold temperatures, snow, and then rain, on Henderson Boulevard SE between Plum Street and North Street, and the failure of the road could result in threats to public safety and property damage, including further damage to the pavement that could necessitate costly repairs; and

**WHEREAS**, RCW 39.04.280 requires that, "if a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the governing body or its designee and duly entered of record"; and

**WHEREAS**, the Olympia City Council passed Resolution M-2293 on February 8, 2022, declaring an emergency and waiving competitive bidding requirements for repair of the pavement on Henderson Boulevard SE between Plum Street and North Street, due to the risk of further deterioration to the road and the associated unsafe driving conditions; and

**WHEREAS**, RCW 39.04.280 provides for an exemption from competitive bidding requirements for public works in the event of an emergency; and

**WHEREAS**, based on the determination of an emergency as defined in RCW 39.04.280, the City Engineer thereafter agreed to contract without calling for bids with Lakeside Industries for emergency repairs of the road; and

**WHEREAS**, the total cost of the project is \$392,237.84, including any applicable sales or use tax, with the work to commence on April 4, 2022, and completed by April 8, 2022; and

**WHEREAS**, based on the urgency and total cost of the project, the City Manager signed the agreement with Lakeside Industries as provided in OMC 3.16.100;

**NOW, THEREFORE, BE IT RESOLVED** that the Olympia City Council ratifies the Contract with Lakeside Industries for the repairs to the pavement on Henderson Boulevard SE between Plum Street and North Street constituted an emergency as defined in RCW 39.04.280 because of the risk of further deterioration to the road and the associated unsafe driving conditions presented a real, immediate threat to public safety and property.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**

*Michael M. Young*  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY



## City Council

### Approval of a Resolution Ratifying Application and Accepting the Washington State Department of Commerce Connecting Housing to Infrastructure Program Grant for The Family Support Center Project

**Agenda Date:** 4/19/2022  
**Agenda Item Number:** 4.J  
**File Number:**22-0365

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

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#### **Title**

Approval of a Resolution Ratifying Application and Accepting the Washington State Department of Commerce Connecting Housing to Infrastructure Program Grant for The Family Support Center Project

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve the Resolution to ratifying application for a Department Of Commerce Connecting Housing To Infrastructure Program (CHIP) grant for The Family Support Center Project, accepting award of the grant, approving the grant agreement, approving award of a subgrant to The Family Support Center, and approving a Sub-Grant Agreement with The Family Support Center.

#### **Report**

##### **Issue:**

Whether to approve the Resolution to ratifying application for a Department Of Commerce Connecting Housing To Infrastructure Program (CHIP) grant for The Family Support Center Project, accepting award of the grant, approving the grant agreement, approving award of a subgrant to The Family Support Center, and approving a Sub-Grant Agreement with The Family Support Center.

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

Darian Lightfoot, Housing Programs Manager, 360.280.8951

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

None - Consent Calendar Item.

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

City staff applied for the CHIP grant for \$2.5M through the Department of Commerce with the intent

to sub grant the funds to Family Support Center of South Sound's affordable housing project. Notice was given shortly after that the full requested amount would be awarded to the City, closing the funding gap and keeping the project on track to start in May, 2022.

Funds are available for sewer, water or stormwater improvements and/or waived system development charges for new affordable housing projects. Applicants must be a city, county or public utility district in partnership with an affordable housing project, thus requires a sub grant agreement with Family Support Center for the project.

The development emphasizes family-sized units with forty-two (42) 2- and 3- bedroom apartments plus nineteen (19) 1-bedroom units to accommodate single domestic violence survivors, single pregnant women, or single parent households with a child under age two. Half, or 31 units, will house households at or below 30% AMI and the other half be set aside for households at or below 50% AMI.

Total construction cost \$25.6 million or \$412,903 per unit.

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

Affordable housing development and homelessness are of high interest to the community. Siting of affordable housing projects are also of high interest to the public and neighborhoods.

**Options:**

1. Approve the Resolution to receive the CHIP grant awarded by the Department of Commerce and sub grant the funds to Family Support Center for their affordable housing project for \$2.5M
2. Direct staff to take other action.
3. Consider the Resolution at another time.

**Financial Impact:**

The City has awarded \$400,000 of Community Development Block Grant funds to help acquire the property for the project along with \$2.5M in Home Fund awards over three grant cycles. This award will act as a pass through and requires no additional match for the grant by the City of Olympia. The administration of the grant will be completed by the Housing Program Manager and will be on a reimbursement basis.

**Attachments:**

Resolution  
CHIP Grant Application  
CHIP Grant Award Letter

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, RATIFYING APPLICATION FOR THE WASHINGTON STATE DEPARTMENT OF COMMERCE CONNECTING HOUSING TO INFRASTRUCTURE (CHIP) GRANT FOR THE FAMILY SUPPORT CENTER PROJECT, ACCEPTING AWARD OF THE CHIP GRANT, APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE DEPARTMENT OF COMMERCE, AND APPROVING AWARD OF A SUB-GRANT TO THE FAMILY SUPPORT CENTER, AND APPROVING A SUB-GRANT AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE FAMILY SUPPORT CENTER**

**WHEREAS**, Olympia's Housing Action Plan calls for the City to increase housing supply and affordability through a variety of actions, including reducing parking minimums, making use of infill development tools under the State Environmental Policy Act; and

**WHEREAS**, City staff applied for the Connecting Housing to Infrastructure Program grant through the Washington State Department of Commerce in January, 2022. In February, the City was awarded the full requested amount of \$2.5M for the Family Support Center affordable housing project; and

**WHEREAS**, the Family Support Center affordable housing project creates 62 new homes for extremely low-income families in Olympia; and

**WHEREAS**, with this CHIP Grant funding, the City will award a sub-grant to the Family Support Center, which will pay for costs associated with the extension for new drinking water, wastewater or stormwater connections for the affordable housing units; and

**WHEREAS**, in order to receive the CHIP Grant funds, the City must execute a grant agreement with the Department of Commerce; and

**WHEREAS**, in order to disburse subgrant funds to the Family Support Center, the City must execute a sub-grant agreement with the Family Support Center; and

**WHEREAS**, per Olympia Municipal Code Subsection 3.16.020.C, it is necessary for the City Council to approve the Grant Agreement and authorize the signature of all documents necessary to obligate funds for the Project;

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

1. The Olympia City Council ratifies City staff's application for the Department of Commerce's CHIP Grant for the Family Support Center Project and approves acceptance of the CHIP Grant funds as awarded by the Department of Commerce.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the CHIP Grant Agreement with the Department of Commerce, and any other documents necessary to receive the CHIP grant for the Family Support Center Project, and to make any amendments or minor modifications as may be required and are consistent with the intent of the CHIP Grant Agreement, or to correct any scrivener's errors.



3. The Olympia Council approves an award of a sub-grant of the CHIP Grant funds awarded to the City by the Department of Commerce to the Family Support Center.
4. The City Manager is directed and authorized to execute on behalf of the City of Olympia the sub-grant agreement with the Family Support Center, and any other documents necessary to transfer the CHIP grant funds for the Family Support Center Project, and to make any amendments or minor modifications as may be required and are consistent with the intent of the sub-grant agreement, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

*Michael M. Young*  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY

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Washington State Dept. of Commerce  
Growth Management Services

## CONNECTING HOUSING TO INFRASTRUCTURE PROGRAM

Deadline: 3/11/2022

### City of Olympia Family Support Center

Jump to: [Pre-Application](#) [Application Questions](#) [Budget](#) [Documents](#)

**\$ 2,500,000.00** Requested

Submitted: 12/27/2021 9:38:38 AM (Pacific)

#### Project Contact

Darian Lightfoot

[dlightfo@ci.olympia.wa.us](mailto:dlightfo@ci.olympia.wa.us)

Tel: 360-280-8951

#### Additional Contacts

[kliedtke@bellwetherhousing.org](mailto:kliedtke@bellwetherhousing.org)

#### City of Olympia

601 4th Ave E  
Olympia, WA 98501  
United States

#### City Manager

Jay Burney

[jburney@ci.olympia.wa.us](mailto:jburney@ci.olympia.wa.us)

Telephone 360-280-8951

Fax

Web

DUNS

SAM Expires

### Pre-Application [top](#)

#### 1. Is the applicant a local government or public utility?

- Local government (city or county)
- Public utility
- Neither of the above

#### 2. Has the city or jurisdiction within which the affordable housing project is located imposed a sales and use tax under one of the following statutes?

- RCW 82.14.530(1)(a)(ii)
- RCW 82.14.530(1)(b)(i)(B)
- RCW 82.14.540
- RCW 84.52.105
- None of the above

#### 3. Does the associated housing project include construction of new multi-unit affordable housing?

- Yes
- No

#### 4. If the project includes market rate units, will at least 25% of housing units of the housing project serve and benefit low-income households?

- Yes
- No

#### 5. Will the affordable housing units serve the original target group or income level for at least 25 years?

- Yes
- No

**6. Will the affordable housing development be able to begin construction within 24 months of the grant award, or has it already begun?**

- Yes
- No

**7. Is your request for one of the items that can be funded under this grant?**

- Utility improvements to drinking water, wastewater, or stormwater
- Waived system development charges for water, wastewater, or stormwater
- Both utility improvements and waived system development charges
- None of the above

**8. If funding for utility extensions or improvements is requested, are eligible expenses expected to be incurred by:**

- June 30, 2023
- June 30, 2025
- December 31, 2026
- NA (seeking system development charge waiver)

**9. If requesting reimbursement for waived system development fees, does the jurisdiction have a program to waive fees for affordable housing? If the jurisdiction has no fee waiver program in place, they may apply conditionally, and adopt a fee waiver program to support affordable, smaller units and infill housing.**

- Yes, we have a program and fees were waived in 2021 or will be with the project
- No, we plan to adopt a fee waiver system and waive fees for the project
- NA (seeking utility improvement funds only)

**10. If requesting system development charges, can they be invoiced by June of 2023?**

- Yes
- No, but will be before June 2025
- NA (seeking utility improvement funds only)

## Application Questions [top](#)

### General Information

#### 1. Key contact from the city, county, or public utility district

*Application contact (name, title, email, phone number). Please enter information on one line, separated by commas.*

Darian Lightfoot (she/her), CDBG Program Manager at City of Olympia, dlightfo@ci.olympia.wa.us, Office: 360.753-8033, Cell: 360.280.8951

#### 2. Financial contact for invoicing

*Application contact (name, title, email, phone number). Please enter information on one line, separated by commas.*

Kasey Liedtke (he/his), Housing Developer at Bellwether Housing (FSCSS's Development Consultant), kliedtke@bellwetherhousing.org, phone:360-580-9538

#### 3. Name and title of the person authorized to sign contracts for the applicant. Please enter information on one line, separated by commas.

Jay Burney, City Manager

#### 4. Total amount of funding requested:

*All fields must have a number. If requesting no funds for a category, please include '0'.*

<input type="text" value="550000"/>	Water improvements
<input type="text" value="425000"/>	Sewer improvements
<input type="text" value="1525000"/>	Stormwater improvements
<input type="text" value="0"/>	System development charges
<input type="text" value="2,500,000.00"/>	<b>TOTAL</b>

**5. Statewide Vendor (SWV) Number**

To execute a contract, recipients must establish a SWV through the WA State Office of Financial Management (OFM). Registration forms at OFM's website at: <https://ofm.wa.gov/itsystems/statewide-vendorpayee-services> or 360-407-8180. SWV0008653-00 (CITY)

**6. Washington State Unified Business Identifier (UBI) Number**

A UBI # is required for a contract to be issued. If you don't have one at this time, list zeros in this field. 601 967 753 (FSCSS)

**7. Indicate the population of the city or county in which the project is located. This information will help determine which group of funding the project is eligible for.**

Please refer to the Office of Financial Management's April 1 official population estimates found here: <https://ofm.wa.gov/washington-data-research/population-demographics/population-estimates/april-1-official-population-estimates>

55,960 - City of Olympia estimate 2021 from OFM's April 1, 2021 (Revised) Population of Cities, Towns and Counties

**8. DUNS Number**

If you do not know your agency's DUNS number, you can look it up at: <https://www.dnb.com/duns-number.html> 014-634-914

**9. What is the fiscal year end date of the city, county, or public utility district applying for grant funds?**

December 31st.

**Information about the Affordable Housing Project**

**10. Affordable housing project site location:**

Address line 1, City/County, Zip, Parcel #(s)  
3524 7th Ave SW, Olympia, 98502-8607, Parcel # 12817430100

**11. Please describe the project. Include the size of the parcel, the zoning, and the square footage of the development. If the project includes non-housing uses, please provide information about those (for example, retail or commercial space) and any amenities.**

The project, located at 3524 7th Avenue SW, Olympia, WA 98502, is divided into two phases. Phase I includes the new construction of a 4-story building with 62 affordable apartment units and allows for 60 to 70 additional units to be added in a future Phase II. The existing site is 4.23 acres, of which approximately 2.38 acres will be utilized for Phase I. The proposed Phase I building of approximately 61,760 SF emphasizes family-sized units with forty-two 2- and 3- bedroom apartments plus twenty 1-bedroom units to accommodate single survivors, single pregnant women, or single-parent households with a child under age two. Half or 31 of the units will house families at or below 30% AMI, and the other half will serve households at or below 50% AMI. The development team has worked diligently to create an efficient building design that responds to the site topography and, with Phase II maximizes site capacity within the current zoning. A 795 SF community room on the ground floor will be used for residents and organizational events. The outside spaces will have areas specifically designed for the enjoyment of all the residents, including a child play area. There is no non-residential commercial use included in the project. West Olympia is relatively underdeveloped, which means larger sites for increased lot area necessary for family-sized housing projects. The downside is that this area lacks basic infrastructure. Please see the design plans included in the attachments.

**12. Housing unit information:**

Enter information known at the time of the application. Write NA for values that are unknown. Totals of Affordable Units and Market Rate Units must be included.

<input type="text" value="NA"/>	# of Affordable Units - STUDIO
<input type="text" value="20"/>	# of Affordable Units - ONE BEDROOM
<input type="text" value="23"/>	# of Affordable Units - TWO BEDROOM
<input type="text" value="19"/>	# of Affordable Units - THREE+ BEDROOM
<input type="text" value="62"/>	# of Affordable Units -- TOTAL
<input type="text" value="NA"/>	# of Market Rate Units - STUDIO
<input type="text" value="NA"/>	# of Market Rate Units - ONE BEDROOM
<input type="text" value="NA"/>	# of Market Rate Units - TWO BEDROOM
<input type="text" value="NA"/>	# of Market Rate Units - THREE+ BEDROOM
<input type="text" value="NA"/>	# of Market Rate Units -- TOTAL

**13. What proportion of the units will be affordable to low-income households? (“Affordable housing” means payment of monthly housing costs, including utilities other than telephone, are no more than thirty percent of the family's income. “Low-income households” means a single person, family or unrelated persons living together whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for the county where the project is located.)**

All or 100% of the 62 units will be affordable to low-income households.

**14. How long will the affordable units in the project be affordable?**

50 years per HTF award. Other project awards are equal to 50 years or less.

**15. Describe the affordability of the affordable housing units (% of Area Median Income). If the affordability varies based on the size of the unit, please explain.**

The project rents will be determined by using 100% of the maximum allowable rents per HUD's WSHFC Thurston County Income and Rent Limits chart. A utility allowance will be backed out accordingly for each unit size per the Thurston County Housing Authority Utility Allowance schedule. The unit project matrix is 10 1-bedroom, 12 2-bedroom, and 9 3-bedroom at 30% AMI; and, 10 1- bedroom, 11 2-bedroom, and 10 3-bedroom at 50% AMI. The split is 31 units at 30% AMI and 31 units at 50% AMI for a 62 units total. The affordability varies to meet underwriting requirements from funders and the LIHTC investor.

**16. Developer associated with the affordable housing project**

*Include: organization name, main point of contact and title, email, and phone number. If a non-profit or another partner is involved in the project, please include their contact information and their role in the project.*

Bellwether Housing, Kasey Liedtke, Housing Developer, kliedtke@bellwetherhousing.org, 360-580-9538.

Kasey Liedtke will serve as the lead project manager. Mr. Liedtke has 8 years of project management experience in real estate development, construction, financial management, and federal contract administration. Mr. Liedtke has worked on the project since 2018, including overseeing the acquisition of both the development site and FSCSS' administrative headquarters.

Mr. Liedtke will be supported by Heather Burns, Associate Director of Real Estate Development and by Richard Loo, Director of Real Estate Development. Ms. Burns has over 20 years of experience working in affordable housing as a development consultant, nonprofit owner, and public funder. Mr. Loo has over 30 years of experience in architecture, real estate development, and affordable housing. Alex Hutchinson, Housing Developer, and Emma Geyer, Construction Manager will provide additional project support.

**17. Who will own the site and the affordable housing project?**

*Include: organization name, main point of contact and title, email, and phone number. Please enter information on one line, separated by commas.*

The Family Support Center of South Sound its sole member and manager of FSCSS Housing LLC the general partner of . Patricia (Trish) KJ Gregory, Executive Director, trishGFSCSS West Olympia LLLP (Owner)@fscss.org, 360-628-7344

**18. Who will operate and manage the affordable housing project?**

*Include: organization name, main point of contact and title, email, and phone number. Please enter information on one line, separated by commas.*

FPI Management, June C. Valle, Senior Vice President, june.valle@fpimgt.com, 916-850-4418

**19. Does this affordable housing project have other local, state, or federal funds committed previously to the project? If yes, provide name/source and the amount of funds that you have applied for or have been committed. Be prepared to show documentation of awarded funding before contracting.**

The FSCSS Family Housing Phase I has already secured significant financial support. Receiving a Low-Income Housing Tax Credits 9% allocation from Washington State Housing Finance Commission (WSHFC) is key to leveraging this support into a completed project. Beyond the Washington State Housing Trust Fund award of \$4,430,351, FSCSS purchased the property with a \$399,467 CDBG permanent financing award from the City of Olympia and \$530,000 in bridge financing from the WSHFC. In addition to the CDBG award above, Phase I has also received the following permanent funding commitments: \$1,400,000 from the City of Olympia Home Levy; \$686,275 from Thurston County; and \$1,000,000 from the Federal Home Loan Bank (FHLB). Impact Capital is providing a bridge loan of up to \$1,290,000 to cover pre-development expenses including design fees.

**20. Complete the Budget Table and Budget Narrative for the affordable housing project under the Budget Tab. Has the developer of the affordable housing project secured all funds needed to complete the housing portion of the project (not including the portion covered by the CHIP grant) or will do so within two months of applying?**

*If grant or loan applications are pending and you expect results within the next 2 months, include the amount and the date when you will have certainty. (Funding could include cash on hand/reserves, loans, federal/state grants, donations, etc.)*

✓ Yes

No

**21. Does the developer associated with the affordable housing project possess site control through either ownership or a long-term lease?**

- Ownership of the site?
- An executed long-term lease (25 years minimum)?
- Purchase or sale agreement (acquisition only)?

**22. Is there any public debate about the proposed affordable housing project that could delay the project or any other risk factors that could significantly change the timeline schedule? For example, opposition by neighborhood businesses and residents, entitlement or permitting issues, environmental concerns, supply or labor constraints. If so, to what degree could these factors slow or stop your project's progress and what is the developer's plan to mitigate these risks?**

N/A - No known public debate.

**23. How will affordability be monitored over the long-term? If the affordable housing component will not be monitored for affordability by an organization such as the Housing Trust Fund, the operator will need to provide information about their record keeping and auditing system. In addition to monitoring, the developer will also need to execute a covenant and deed of trust noting affordability of designated units for a minimum of 25 years.** The Housing Trust Fund, WSHFC, Thurston County - HUD, FHLB, and the City of Olympia will all have long-term monitoring requirements. FPI(Property Manager) and Family Support Center will handle the asset management and compliance tasks for the long-term reporting to the public funders. The covenant and deed of trust noting affordability of designated units for a minimum of 25 years is acceptable. Please note HTF and other public funders have longer covenants and deed of trust affordability requirements than the CHIP 25 years.

**24. Tell us about the status of the following activities FOR THE AFFORDABLE HOUSING PROJECT. For each activity, indicate the status of completion or expected completion date.**

*Enter month/year (text or numbers, limited to 10 characters each cell).*

05/04/2022	Financing
11/29/2018	Site control (ownership or leasing real property)
01/2022	Architecture and engineering
02/2022	Environmental review
09/2020	Zoning review/entitlement
03/2022	City/County permitting
10/18/2021	Archeological and historical review
02/2022	Construction bid documents
04/2022	Finalization of construction budget
04/2022	Award construction contract
05/2022	Start construction work
08/2023	Certificate of occupancy
0.00	<b>TOTAL</b>

**25. When are eligible grant expenses expected to be incurred and invoiced if grant funding is awarded? Is there anything else we should know about the timeline or impediments to completing the project according to this schedule and the schedule noted in the question above?**

We are projecting and permit issuance in April and a financial closing in early May. After closing, construction will commence in two weeks. Since some CHIP funds will pay for earthwork and grading for the site, we anticipate invoicing for reimbursement by the CHIP funds in the initial construction draw scheduled for mid-June. We expect the total allocation of 2.5 million will be billed out by the year's end of 2022, minus any retainage requirements.

The impediments to the project are typical in nature for LIHTC affordable housing projects with public funds. Meaning issuance of permits and coordination with public/LIHTC partners on the closing requirement all within the schedule of the public funder's requirements to construction start. The HTF requirement for construction starts is July 17, 2022, with the additional CHIP funds the project will not have an issue meeting the HTF deadline.

**26. If Commerce receives more applications than available funding, Commerce will score and prioritize applications based on the criteria listed in the Program Guidelines, including access to public transportation. Describe the distance from the affordable housing project to the nearest transit (bus, light rail, commuter rail, etc.),**

indicate the type of transit service, and describe the frequency of the service during peak hours (7-9 a.m. and 4-6 p.m.).

For example, the project is 600 feet from a bus stop on Line H1 (South Hill to Federal Way) and 0.6 miles from bus stop on Line X5 (South Hill to Tacoma). Bus service is every 60 minutes for Line H1 and only once during the peak hour for Line X5. The property integrates into the existing neighborhood that holds a mix of amenities. The site has strong transit access with four bus stops within a half-mile of the property including 47 bus directly in front of the site, 25 feet an entrance. Also, the 45 bus is close to the site. See, attached schedules.

Additionally, the attachment map shows the amenities within a half-mile radius of the project. To the north is a farm stand open year-round that provides seasonally fresh fruits and vegetables. Also, to the North, a number of household item stores are located. The greatest benefit to this location is the access to health care clinics. The property is adjacent to the Capital Medical Center and a great number of specialists, as well as family medicine clinics, are nearby. Family Support Center of South Sound, the developer of the site, has their main campus located directly across the street, which houses 14 other community organizations serving the target populations.

## Utility Improvement or Fee Waiver Application Questions

### **27. Please describe why the funding requested is necessary to complete the proposed facility or project phase. Use budgetary and fundraising data to support your statement.**

The request for 2.5 million dollars is due to market conditions resulting from COVID-19 supply chain issues on the cost of construction, as well as, subcontractor cost increases due to the 2018 Energy Code adoption. The Family Support Center Affordable Housing Project has over the course of 4 years submitted 14 applications for funding resulting in awards from the City of Olympia, State HTF, Thurston County, Federal Home Loan Bank, and WSHFC which totals ~22.3 million dollars of resources. However, in September 2021, the project went through a detailed DD cost estimate facilitated by Walsh Construction the Pre-Development Cost Consultant which included in-depth subcontractor input. Walsh has a long relationship with Bellwether on over 10 other affordable housing projects and has Olympia experience with FSCSS. The DD cost estimate resulted in a surprising cost increase of over 4 million dollars we were not anticipating. The design team, Walsh, Bellwether, and FSCSS we're able to value engineer 1.5 million dollars from the \$4 million gap leaving a 2.5 million gap. The project is months away from receiving permits, if awarded the CHIP funds the project can financially close in early May beginning construction shortly thereafter. This project is unique because it's focused on family and domestic violence survivors at very low incomes which is harder to finance and develop due to cost constraints and funder requirements. Supporting the project will supply 62 homes in Olympia.

### **28. UTILITY IMPROVEMENT APPLICANTS (Others write NA): Detail the grant funds requested for water improvements. Include the following information: (a) name of water service provider, (b) describe the improvement that is needed and why, (c) cost of the improvement, and (d) grant funds requested.**

(a) City of Olympia (b) the City of Olympia's municipal water main is in the middle of 7th avenue which requires street restoration. Additionally, water supply lines will be installed throughout the site per fire and irrigation permit requirements. The attached Civil plans show in detail the water service improvements which include tranching, piping, grading, earthwork, and landscape irrigation. (c) Although additional costs meet the CHIP eligible requirement, we did not break out these specific to water improvements beyond our request. Examples of excluded eligible costs are permits/fees and real property acquisition as defined by section 7 of the CHIP Guidelines (d) The water service improvement CHIP request is \$550,000. See estimate from Bellwether Housing (Consultant Dev) and Walsh Construction (PreDev GC Cost Consultant) on the most recent permit submitted design set (DD).

### **29. UTILITY IMPROVEMENT APPLICANTS (Others write NA): Detail the grant funds requested for sewer improvements. Include the following information: (a) name of sewer service provider, (b) describe the improvement that is needed and why, (c) cost of the improvement, and (d) grant funds requested.**

(a) City of Olympia (b) The site does not have sewer infrastructure currently on site. Sewer lines need to connect with the City of Olympia's municipal main across 7th Avenue to the south of the site. Additionally, per our Binding Site Plan, Civil Permit, and Land Use Permit, there is a requirement for the sewer line will be brought into the site for future connection to the FSCSS Phase II Affordable Housing project on the north part of the site, which has an affordability covenant restrictions as well. Please see the attachment plans for details.(c) Although additional costs meet the CHIP eligible requirement, we did not break out these specific to sewer improvements beyond our request. Examples of excluded eligible costs are permits/fees and real property acquisition as defined by section 7 of the CHIP Guidelines. (d) The stormwater improvement CHIP request is \$425,000. See estimate from Bellwether Housing (Consultant Dev) and Walsh Construction (PreDev GC Cost Consultant)

### **30. UTILITY IMPROVEMENT APPLICANTS (Others write NA): Detail the grant funds requested for stormwater improvements. Include the following information: (a) name of stormwater service provider, (b) describe the improvement that is needed and why, (c) cost of the improvement, and (d) grant funds requested.**

(a) City of Olympia (b)As the is site 4.2 acres and historically in an underdeveloped area of Olympia. The project has a significant need for stormwater infrastructure on the site. Stormwater management design is critical for the project because water runoff is split between two basins on the site, the Ken Lake Basin has significant flooding issues in residential

neighborhoods. It is necessary for stormwater runoff to infiltrate on-site and be directed towards the Mud Bay Basin which has the capacity to handle the 100-year peak event. The Stormwater and Civil plans show in detail the improvements which include a detention pond, dispersion trench, piping, pump system, grading, earthwork, and landscaping. (c) Although additional costs meet the CHIP eligible requirement we did not break out these specific to stormwater improvements, at least \$300,000 could be assumed over our request. (d) The stormwater improvement CHIP request is \$1,525,000. See estimate from Bellwether and Walsh Constr

**31. UTILITY IMPROVEMENT APPLICANTS (Others write NA): Please describe if the water, sewer, and stormwater improvements seeking funding will help only the affordable housing project, or do the improvements facilitate the development of other new housing or benefit other properties?**

The primary and only known need for these CHIP funds is to facilitate infrastructure improvement for Family Support Center's Phase I and Phase II (future) affordable housing projects. There likely will be additional benefits for neighboring sites, but there has not been any conversation about the benefits to the surrounding area. Being awarded the CHIP fund will solidify the project budget for the initial 62 homes in the Phase I project, which is the sole purpose of our CHIP request.

**32. UTILITY IMPROVEMENT APPLICANTS (Others write NA): Do you plan to use a local improvement district or other means to collect late-comer fees from surrounding properties that connect to the project's utility improvements? If no other properties will connect to the utility improvements of this project, note that below.**

Yes, under the Olympia Municipal Code (OMC) the Chapter 18.41 for both Utility Latecomer Agreements (18.41.020) and Street Latecomer Agreements(18.41.040) both sections are applicable to the project and will be enforced for the storm, sanitary/sewers, and supply water costs. Please see in the attachments the pertinent OMC section for later-comer fees.

**33. Is this project located in a Qualified Census Tract as designated by the Department of Housing and Urban Development? An applicant can find if the project is located in a QCT by searching for the location here: [https://www.huduser.gov/portal/sadda/sadda\\_qct.html](https://www.huduser.gov/portal/sadda/sadda_qct.html). If this project is not located in a QCT but is applying for funds for utility improvements, briefly explain how this project will serve "other populations, households, or geographic areas disproportionately impacted by the pandemic" (ARPA Interim Final Rule).**

The project is in QCT for 2021 and 2022. The full tract is 5306701050, see OCT map in the attachments.

**34. WAIVED SYSTEM DEVELOPMENT CHARGE APPLICANTS (Others write NA): Describe the system development charges and the jurisdiction's process for waiving these fees. Indicate when these fees were waived by the city or when they plan to be waived based on the current project schedule. If the jurisdiction has not yet adopted a program for waiving system development charges, describe the timeline for completing this work and if there are any projected obstacles to adopting such a program and how the applicant will address those obstacles.**

NA

**35. WAIVED SYSTEM DEVELOPMENT CHARGE APPLICANTS (Others write NA): Please describe, beyond the system development charges waived (if applicable), what other fees are waived for this project.**

*This program may only reimburse for the system development charges, which are fees charged at the time of development to allow connection to a regional water, sewer, or stormwater system.*

NA

**36. Project system development charges for WATER:**

System development charges normally charged per unit

Total system development charges:

Waived system development charges:

Grant funds requested:

**TOTAL**

**37. Project system development charges for SEWER:**

System development charges normally charged per unit:

Total system development charges:

Waived system development charges:

Grant funds requested:

**TOTAL**

**38. Project system development charges for STORMWATER:**

System development charges normally charged per unit:

Total system development charges:



Waived system development charges:

Grant funds requested:

**TOTAL**

### Utility Improvement Readiness

---

**39. Tell us about the status of the following activities FOR THE UTILITY PROJECT. For each activity, indicate the status of completion or expected completion date.**

*Enter month/year (text or numbers, limited to 10 characters each cell). Applicants may write NA for system development charge grant applications.*

Financing

Site control (ownership or leasing real property), if necessary

Engineering

Environmental review

City/County permitting

Archeological and historical review

Construction bid documents

Finalization of construction budget

Award construction budget

Start utility work

**TOTAL**

**40. Contracting Requirements: Will state prevailing wages be paid for all utility construction labor costs as of May 18, 2021 (the date the Capital budget became effective)? (Applicant may write NA for system development charge grant applications.)**

Yes

No

**41. Contracting Requirements: If the utility improvements of the project disturbs any ground, has the developer or project manager consulted with the Department of Archeology and Historic Preservation (DAHP) and affected tribes? (Applicant may write NA for system development charge grant applications.)**

Yes

Plans to consult with DAHP at appropriate time

NA

### Local Government/Public Utility Risk Assessment Questions

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**42. Local government's experience administering federal funds. Please mark only one answer.**

0 to <1 year

1 to 2 years

3+ years

**43. Local government's experience administering state capital funds. Please mark only one answer.**

0 to <1 year

1 to 2 years

3+ years

**44. Do you have an accounting system that is capable of recording revenues and expenditures for each funding source/award by required budget categories? Please mark only one answer.**

Yes

No

**45. Do you have written accounting policies and procedures? Please mark only one answer.**

✓ Yes

⊖ No

## Budget [top](#)

Funding Sources for Project	Applied for Funding	Committed or In-hand
City of Olympia - Home Fund 2020 (local funds)	\$ 1,000,000.00	\$ 1,000,000.00
Thurston County - HOME Funds (HUD funds)	\$ 263,690.00	\$ 263,690.00
Dept. Commerce - HTF (State/NHTF )	\$ 4,430,351.00	\$ 4,430,351.00
City of Olympia - Home Fund 2021 (local funds)	\$ 400,000.00	\$ 400,000.00
Federal Home Loan Bank of Des Moines - AHP Funds	\$ 1,000,000.00	\$ 1,000,000.00
Thurston Count - HOME & SHB 2060	\$ 372,585.00	\$ 372,585.00
Thurston Count - 2060 Funds	\$ 50,000.00	\$ 50,000.00
City of Olympia - CDBG	\$ 399,467.00	\$ 399,467.00
WSHFC - 9% LIHTC allocation	\$ 14,416,136.00	\$ 14,416,136.00
CHIP Grant	\$ 2,500,000.00	
<b>Total</b>	<b>\$ 24,832,229.00</b>	<b>\$ 22,332,229.00</b>

### Budget Narrative

This application presents our estimate of total development cost from the available awarded public and private investment resources, and the remaining permanent funding gap that we are requesting from the Department of Commerce Growth Management's Connecting Housing to Infrastructure Program (CHIP) program. To date, we have received commitments of \$399,467 in CDBG funding from the City of Olympia to purchase the property; a \$686,275 commitment from Thurston County; \$1,000,000 from the Federal Home Loan Bank (FHLB); a \$1,400,000 award from the City of Olympia's Home Fund; Department of Commerce HTF commitment of \$4,430,351; and tax credit allocation from the WSHFC 9% LIHTC program. Additionally, we received bridge financing of \$530,000 for acquisition from WSHFC LAP and \$ 1,292,000 from Impact Capital for predevelopment expenses.

The Family Support Center project will be fully funded with the CHIP grant funds of 2.5 million dollars. In the attachments, the HTF and other public funders Combined Funding Application(CFA) budget fully details the development budget. Additionally, Walsh Construction and Bellwether Housing provided a detailed cost estimate of the infrastructure improvements for the CHIP funds. This project is only months away from beginning construction if awarded funds. The community and team spent four years working through COVID supply chain issues, the 2018 Energy Code cost increase, and Olympia's rigorous entitlement process. Moreover, projects focusing on families are challenging because of unit size and needed amenities. We would be grateful for the CHIP fund award as it will fill the remaining gap on the project.

Below is the table concluded in the attachments.

#### CHIP Grant Budget Detail

##### Walsh - GC DD Estimate

Hard Cost - Offsite Work \$1,950,289.00  
Overhead & Profit \$68,260.00  
Liability Insurance \$28,191.00  
B&P Tax \$11,836.00  
Performance Bond \$14,307.00

GC Subtotal Hard Cost for CHIP \$2,072,883.00

##### Owners Contingency & Tax

Sales Tax for CHIP Olympia 9.4% \$183,327.17  
Other Construction Contingency for CHIP Infrastructure \$128,016.97

Subtotal of All Hard Cost \$2,384,227.14

##### Soft Cost

Geotech & Survey - Off Site CHIP Work \$31,639.95  
Architect & Engineering Off Site CHIP Work \$77,820.00  
Cultural Resource Assessment e.g. Archeological/historical review \$6,312.92

**Documents** [top](#)

**Documents Requested \***

Required? **Attached Documents \***

Map of the affordable housing project location and existing utilities (water, sewer, stormwater) in the surrounding area, with street labels. Map should include the address and parcel number of the project and show within the UGA if applicable.



[FSCSS Olympia Maps Water Sewer Stormwater UGA](#)

Documentation of project funding for the project for all individual sources of funding over \$10,000. Include award letters, bank statements, loan documents, etc. (Prior to contract execution, records must be provided to show full project funding.)



[FSCSS Funding Awards Letters](#)  
[FSCSS - US Bank LOI LIHTC](#)  
[FSCSS - US Bank Expression of Interest](#)

Proof of site control (e.g., an executed property title, lease agreement, or purchase/sale agreement)



[FSCSS Phase I Site Control](#)

For requests for system development charges or fees, provide documentation of charges/fees waived by the city, or letter from the city with how much and when these fees will be waived, if applicable. (REQUIRED for waived system development charges.)

For construction of utility improvements: (All documents REQUIRED for utility improvement projects) + Schematic of planned utility construction + Project schedule, including projected start of construction

[FSCSS - Civil Permit Set](#)  
[FSCSS - Civil Permit Set with Utility Improvements & other support docs](#)

Documents showing status of zoning and permitting of the site. This is an optional part of the application.

[FSCSS Olympia Land Use Permit Status](#)

Upload any other document to support your application. This is an optional part of the application.

[FSCSS - Walsh & Bellwether Budget Estimate](#)  
[FSCSS- HTF & Public Funders CFA Budget](#)  
[FSCSS - Buses & Neighborhood Amenities Map](#)  
[FSCSS - Latecomer](#)

\* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 381052



STATE OF WASHINGTON

DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000  
www.commerce.wa.gov

February 23, 2022

City of Olympia  
601 4th Ave E  
Olympia, WA 98501  
Delivered via Email to Darian Lightfoot: dlightfo@ci.olympia.wa.us

RE: Connecting Housing to Infrastructure (CHIP) Grant

Dear CHIP recipient:

I am pleased to inform you that City of Olympia has been awarded \$2,500,000 in grant funds from the Connecting Housing to Infrastructure (CHIP) grant program for the Family Support Center project. The 2021 Legislature created this grant program to facilitate the development of affordable housing construction.

Funding for this program is provided from two accounts:

- For waived system development charges, funds are from the State Building Construction Account, and your grant will be governed by state building construction account rules. Projects funded with State Building Construction Account funds (state) may only be used to cover eligible costs incurred during the period of May 18, 2021, thru June 30, 2023, subject to re-appropriation by the Legislature. If re-appropriated, the project must be completed and invoiced by June 30, 2025.
- For infrastructure improvements, funds are from the state's allocation of Coronavirus State and Local Fiscal Recovery Funds (SLFRF) from the federal American Rescue Plan Act (ARPA) stimulus funding provided by the U.S. Department of the Treasury (US Treasury).<sup>1</sup> Your grant is a sub-award of the state's allocation for the SLFRF funds it received directly from the U.S. Treasury. All grants must adhere to any and all compliance and reporting requirements for the use and expenditure of SLFRF funds.<sup>2</sup> Projects funded with Coronavirus State and Local Fiscal Recovery Funds (federal) may only be used to cover eligible costs incurred during the period of March 3, 2021, thru December 31, 2026, subject to re-appropriation by the Legislature, and must be obligated by December 30, 2024.

This grant will be administered by the Washington Department of Commerce, Growth Management Services (GMS) unit. Before we disburse the funds, a contract with an agreed upon scope of work and budget will need to be executed between your organization and the Department of Commerce.

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<sup>1</sup> The federal funds are available under [Section 602 Coronavirus State Fiscal Recovery Funds](#) of Title VI of the Social Security Act, as added by ARPA of 2021, Title IX, Subtitle M, Section 9901. The unique 5-digit federal assistance number assigned to the SLFRF funds on [SAM.gov](#) is Assistance Listing Number (ALN) 21.027, formerly known as a CFDA number.

<sup>2</sup> [Compliance and Reporting Guidance](#) for State and Local Fiscal Recovery Funds dated November 5, 2021

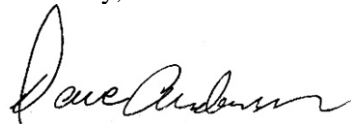
All pre-contracting requirements must be met prior to executing a contract and before drawing down any grant funds. If not already provided, these may include:

- Proof of site control.
- Documentation of consultation with Department of Archeology and Historic Preservation (DAHP) and affected tribes has been completed and there is a plan for preservation of archeological, historical and cultural resources (EO 21-02).
- For requests for system development charges or fees, documentation of charges/fees waived by the city or a letter of commitment from the city that the fees will be waived and the timeframe for such waiver.
- For requests for utility improvement funding, a project schedule showing affordable housing development be able to begin construction within 24 months of the grant award.
- Commitment of other funds.
- Documentation of a program that will monitor affordability of units for a minimum of 25 years.
- Securitization (covenant and/or note and deed of trust for affordable housing units).
- If applicable, state prevailing wages and documentation or attestation of strong labor standards.
- Risk assessment survey, if requested.
- Proof of insurance coverage, if requested by Commerce.
- Any documents needed to respond to new federal guidance.

Once all pre-contracting requirements have been met, a contract will be prepared and sent to the applicant for signature. The authorized representative will need to sign the contract and then return a scanned pdf copy to the Commerce project manager. Then the project manager will route the contract for Commerce's signature. It generally takes two to four weeks to fully execute a contract. Once executed by Commerce, a fully executed copy will be scanned and a pdf copy emailed to the jurisdiction and the grantee will have access to their funds. This is a reimbursement-style grant, meaning no advance payments under any circumstances, reimbursable costs are those that a grantee has already incurred.

Eric Guida from our GMS housing programs will be in touch with you to develop the contract(s) and answer any questions you may have. His email is [eric.guida@commerce.wa.gov](mailto:eric.guida@commerce.wa.gov), and his phone number is 360.725.3044.

Sincerely,



Dave Andersen, AICP  
Managing Director  
Growth Management Services

cc: Jay Burney, City Manager, City of Olympia  
Kasey Liedtke, Housing Developer, Bellwether Housing  
Eric Guida, Senior Planner, Growth Management Services  
Anne Fritzel, AICP, Housing Programs Manager, Growth Management Services





## City Council

### Adoption of a Resolution Approving Amendment No. 1 to the City Manager Employment Agreement with Steven J. ("Jay") Burney and Authorizing Mayor Cheryl Selby to Sign Amendment No. 1 on behalf of the Olympia City Council

**Agenda Date:** 4/19/2022  
**Agenda Item Number:** 4.K  
**File Number:**22-0369

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

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#### **Title**

Adoption of a Resolution Approving Amendment No. 1 to the City Manager Employment Agreement with Steven J. ("Jay") Burney and Authorizing Mayor Cheryl Selby to Sign Amendment No. 1 on behalf of the Olympia City Council

#### **Recommended Action**

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

Not referred to a committee.

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

None.

#### **Report**

##### **Issue:**

Whether to adopt a Resolution Approving Amendment No. 1 to the City Manager Employment Agreement with Steven J. Burney and Authorizing Mayor Cheryl Selby to Sign Amendment No. 1 on behalf of the Olympia City Council.

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

Mark Barber, City Attorney, 360.753.8338.

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

None - Consent Calendar Item.

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

The Olympia City Council is vested with the authority under state law to designate a qualified administrative officer to perform the duties of manager as prescribed by law. The Council seeks to amend the City Manager Employment Agreement with Steven J. Burney as to certain terms, with all other terms, covenants and promises remaining unaltered, by approval of Amendment No. 1 to the

City Manager Employment Agreement.

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

None known.

**Options:**

1. Adopt a Resolution approving amendment No. 1 to the City Manager Employment Agreement with Steven J. ("Jay") Burney and authorizing Mayor Cheryl Selby to sign Amendment No. 1 to the City Manager Employment Agreement on behalf of the Olympia City Council.
2. Do not adopt the Resolution.
3. Direct staff to take other action.

**Financial Impact:**

Base salary will be \$205,000.00 per year, effective January 1, 2022. Further, the City Manager is granted annually five (5) days of Administrative Leave (a total of 40 hours).

**Attachments:**

Resolution  
Amendment No. 1



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AMENDMENT NO. 1 TO THE EMPLOYMENT AGREEMENT WITH STEVEN J. ("JAY") BURNEY AS CITY MANAGER FOR THE CITY OF OLYMPIA AND AUTHORIZING MAYOR CHERYL SELBY TO SIGN AMENDMENT NO. 1 TO THE AGREEMENT ON BEHALF OF THE OLYMPIA CITY COUNCIL**

**WHEREAS**, pursuant to RCW 35A.13.150, the Olympia City Council is vested with the lawful authority to designate a qualified administrative officer for the City to perform the duties of manager as prescribed by law; and

**WHEREAS**, the Olympia City Council has the powers and authority granted to any code city organized under the council-manager plan as provided in RCW Chapter 35A.13 and granted to legislative bodies of cities governed by the Optional Municipal Code as more particularly described in RCW Chapter 35A.11, except insofar as such power and authority is vested in the position of city manager as provided by law; and

**WHEREAS**, it is the duty of the Council to provide for a City Manager with the appropriate executive and administrative qualifications, and knowledge of the accepted practices in respect to the duties of a City Manager; and

**WHEREAS**, the Council periodically reviews the performance of the City Manager as it relates to the policies and goals set by the Council; and

**WHEREAS**, the Council has determined that the performance of City Manager Steven J. Burney (Burney) through extraordinary times of the COVID-19 pandemic, social unrest due to demands for public safety reform following the killing of George Floyd, and ongoing demands upon the City due to homelessness, amid a myriad number of ongoing issues for delivery of municipal services to the residents of the City, has been superlative and should be recognized; and

**WHEREAS**, the term of Burney's employment as City Manager commenced on May 12, 2020, and the Agreement executed between Burney and the City of Olympia, as signed by Cheryl Selby, Mayor, on May 13, 2020, is indefinite except as otherwise provided in said Agreement; and

**WHEREAS**, in accord with Paragraph 9 of the Agreement with Burney, the Council wishes to amend specific terms of the Agreement with Burney;

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

1. The Olympia City Council hereby approves Amendment No. 1 to the City Manager Employment Agreement between the City of Olympia and Steven J. ("Jay") Burney, originally executed on May 13, 2020, upon the agreed terms within the aforesaid Amendment No. 1, with all other terms, promises, covenants, and conditions to the Agreement remaining unaltered.

2. Mayor Cheryl Selby is directed and authorized to execute on behalf of the Olympia City Council and the City of Olympia, Amendment No. 1 to the City Manager Employment Agreement with Steven J. ("Jay") Burney and to make any minor modifications as may be required and are consistent with the intent of the aforesaid Amendment No. 1 to the City Manager Employment Agreement, or to correct any clerical or scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
CHERYL SELBY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

**Mark Barber**  
\_\_\_\_\_  
CITY ATTORNEY

**AMENDMENT NO. 1**  
**CITY MANAGER EMPLOYMENT AGREEMENT**

THE CITY MANAGER EMPLOYMENT AGREEMENT (hereafter "Agreement") entered into between the OLYMPIA CITY COUNCIL on behalf of the City of Olympia, a Washington municipal corporation organized under RCW Chapter 35A.13 (hereafter "Council"), and STEVEN J. ("JAY") BURNEY (hereafter "Burney") on May 13, 2020, and both parties hereafter jointly referred to as the "Parties," is hereby amended as set forth herein.

**RECITALS**

**WHEREAS**, pursuant to RCW 35A.13.150, the Olympia City Council (hereafter "Council") is vested with the lawful authority to designate a qualified administrative officer for the City of Olympia to perform the duties of manager as prescribed by law; and

**WHEREAS**, the Council has the powers and authority granted to any code city organized under the council-manager plan as provided in RCW Chapter 35A.13 and granted to legislative bodies of cities governed by the Optional Municipal Code as more particularly described in RCW Chapter 35A.11, except insofar as such power and authority is vested in the position of City Manager as provided by law; and

**WHEREAS**, it is the duty of the Council to provide for a City Manager with the appropriate executive and administrative qualifications, and knowledge of the accepted practices in respect to the duties of a City Manager; and

**WHEREAS**, the Council periodically reviews the performance of the City Manager as it relates to the policies and goals set by the Council; and

**WHEREAS**, the Council has determined that the performance of the City Manager through extraordinary times of the COVID-19 pandemic, social unrest due to demands for public safety reform following the killing of George Floyd, and ongoing demands upon the City due to homelessness, amid a myriad number of ongoing issues for delivery of municipal services to the residents of the City, has been superlative and should be recognized; and

**WHEREAS**, the term of Burney's employment as City Manager commenced on May 12, 2020, and the Agreement executed between Burney and the City of Olympia, as signed by Cheryl Selby, Mayor, on May 13, 2020, is indefinite except as otherwise provided in said Agreement; and

**WHEREAS**, in accord with Paragraph 9 of the Agreement with Burney, the Council wishes to amend specific terms of the Agreement with Burney;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties agree to amend specific terms of the Agreement as follows, with all other terms, promises, covenants, and agreements contained therein remaining unaltered:

1. Paragraph 4 "Compensation" of the Agreement is hereby amended as follows:
  - A. Base Salary: Shall be \$205,000.00 per year, effective January 1, 2022.
2. Paragraph 4 is further amended by adding a new subparagraph "M. Administrative Leave" as follows:
  - M. Administrative Leave: The City Manager is granted five (5) days of paid ANNUAL Administrative Leave (40 hours) in addition to sick leave, vacation, and other paid time off.

The Recitals set forth above in Amendment No. 1 are incorporated by this reference into this Amendment and are made a part hereof and of the Agreement. All other terms, covenants, promises, and agreements of the Agreement executed between the City of Olympia and Burney on May 13, 2020, remained unchanged.

**IN WITNESS WHEREOF**, the Olympia City Council, for and on behalf of the City of Olympia, a municipal corporation organized under the laws of the State of Washington, by a majority vote of the aforesaid legislative body, has authorized this Amendment No. 1 to the Agreement to be signed and executed on its behalf by its Mayor, duly approved by its City Attorney, and attested to by the City Clerk.

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

\_\_\_\_\_  
Cheryl Selby, Mayor

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

**ATTEST:**

\_\_\_\_\_  
Sean Krier, City Clerk

**APPROVED AS TO FORM:**

**Mark Barber**  
Mark Barber, City Attorney

[City Manager's signature follows on next page.]

The City Manager acknowledges that he has the right to consult with independent legal counsel and has elected to waive such right, and acknowledges that in signing this Amendment No. 1 to the Agreement he is not acting under fraud, duress or undue influence of any person or persons. In the event the City Manager does not waive the right to consult with independent legal counsel, the fact of such consultation shall be indicated by independent legal counsel signing on the line provided below, indicating that Amendment No. 1 to the Agreement is approved as to form.

**CITY MANAGER**

\_\_\_\_\_  
Steven J. ("Jay") Burney

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

**INDEPENDENT LEGAL COUNSEL WAIVED:**

\_\_\_\_\_  
Steven J. ("Jay") Burney



## City Council

### Approval of a Resolution Authorizing an Interlocal Agreement with the Thurston County Prosecuting Attorney's Office for Prosecution Services

**Agenda Date:** 4/19/2022  
**Agenda Item Number:** 4.L  
**File Number:** 22-0370

---

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

---

#### **Title**

Approval of a Resolution Authorizing an Interlocal Agreement with the Thurston County Prosecuting Attorney's Office for Prosecution Services

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve the Resolution authorizing the Interlocal Agreement with Thurston County Prosecutor's Office for Prosecution Services.

#### **Report**

##### **Issue:**

Whether to enter into an Interlocal Agreement with Thurston County Prosecuting Attorney's Office for Prosecution Services.

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

Tye Graham, Chief Prosecutor, Legal Department, 360.753.8237

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

None - Consent Calendar Item.

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

Staff from the City and Thurston County Prosecutor's Office have developed the proposed Interlocal Agreement to address prosecution of conflict-of-interest cases and allow the City's prosecutors to pursue felony charges.

There are times when either the City's prosecutors or Thurston County prosecutors are barred from ethically prosecuting a case because of a conflict of interest. Examples of conflicts include defendants being family members of City staff, close working relationship between either office and

the defendant, or employees as defendants. In these circumstances, the City's prosecutors or Thurston County's prosecutors are barred to prosecute by the Rules of Professional Conduct enacted by the Washington State Supreme Court. This agreement allows the other office to take over those cases, assuming the office can accommodate the request at that moment.

Additionally, the agreement allows the City's prosecutors to pursue felony charges in Thurston County Superior Court on cases that the Thurston County Prosecuting Attorney's Office is unwilling to prosecute. Traditionally, the City's prosecutors would be limited to only pursuing Misdemeanor or Gross Misdemeanor charges in Olympia Municipal Court. The prosecution of felony cases is reserved for the county prosecutor and his/her/their staff. The decision to pursue such a felony would be at the discretion of the City's prosecutors.

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

The ability of the City's prosecutors to pursue felony charges on certain cases enhances public safety.

**Options:**

1. Approve the Resolution Authorizing an Interlocal Agreement Between the City of Olympia and Thurston County Prosecuting Attorney's Office for Prosecution Services.
2. Direct staff to discuss Council-requested modifications to the ILA with Thurston County. This option will delay implementation of the ILA.
3. Do not approve the Resolution authorizing the ILA with Thurston County Prosecutor's Office.

**Financial Impact:**

The Interlocal Agreement does not require additional funding.

**Attachments:**

Resolution  
Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THURSTON COUNTY PROSECUTING ATTORNEY'S OFFICE FOR PROSECUTION SERVICES**

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

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

**WHEREAS**, the City and Thurston County Prosecuting Attorney's Office (TCPAO) wish to enter into an agreement to establish an exchange of prosecution services based upon conflict or need to ensure quality prosecution to meet the needs of the City and TCPAO while maintaining ethical requirements;

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

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

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF OLYMPIA AND  
THURSTON COUNTY PROSECUTING ATTORNEY'S OFFICE  
FOR  
PROSECUTION SERVICES**

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

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

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the City of Olympia (OLYMPIA) and the Thurston County Prosecuting Attorney's Office (TCPAO) agree as follows:

**I. Purpose/Objective**

The purpose of this Agreement is to allow OLYMPIA and TCPAO to establish an exchange of prosecution services based upon conflict or need. Both parties desire to ensure quality prosecution to meet the needs of OLYMPIA and TCPAO while maintaining ethical requirements.

**II. Scope of Agreement/Work**

A. Responsibilities of OLYMPIA shall be as follows:

1. Subject to availability, the City of Olympia Legal Department's Prosecution Division will substitute into a case prosecuted by the TCPAO as a conflict Special Deputy Prosecutor for an individual hearing or for the entirety of the case. OLYMPIA will only do so if requested by TCPAO.

B. Responsibilities of TCPAO shall be as follows:

1. Subject to availability, the TCPAO will be available to take jurisdiction of a misdemeanor or gross misdemeanor case that would ordinarily be prosecuted by OLYMPIA. TCPAO will only do so if requested by OLYMPIA.

2. The TCPAO shall deputize the City of Olympia Legal Department's Prosecutors as Special Deputies to file and prosecute felony cases at the discretion of the City of Olympia Legal Department's Prosecutors.

**III. Indemnification & Insurance**

The TCPAO and the CITY OF OLYMPIA each agree to defend, indemnify and hold the other, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with each entity's respective performance of its responsibilities under the Agreement, except to the extent such injuries and damages are caused by the negligence of the other.

**IV. Joint Board**

This Agreement creates no Joint Board and no separate legal entity.

**V. Duration of Agreement**

This Agreement takes effect on the date of the last authorizing signature affixed and proper recording hereto and automatically renews unless otherwise terminated in the manner described under the termination section of this Agreement.

**VI. Termination of Agreement**

This Agreement may be terminated upon sixty (60) days' written notice to the other party using the method of notice provided for in this Agreement.

**VII. Financing**

This Agreement does not include any financial contributions or payment by either party.

**VIII. Entire Agreement**

This Agreement sets forth all terms and conditions agreed upon by OLYMPIA and TCPAO and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

**IX. Counterparts**

This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally,

(i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.

**X. Posting or Recording**

Prior to its entry into force, this Agreement shall be posted upon the websites of the parties or other electronically retrievable public source or filed with the Thurston County Auditor's Office or as required by RCW 39.34.040.

**XI. Employment Relationship**

Employees of each agency shall remain at all times under the direction and control of their original agency and the performance of work for any other agency pursuant to this Interlocal Agreement shall not change that relationship for any purpose. Neither agency shall be deemed to have agreed to pay the other agency's employees any wages or benefits afforded to its own employees. Further, each agency's responsibilities to its own employees for workplace injuries shall remain unchanged by this Interlocal Agreement.

**XII. Notice/Contract Representative**

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective seven days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA

Attn: Chief Prosecutor

Re: Interlocal Agreement with Thurston County Prosecuting Attorney's Office

PO Box 1967

Olympia, WA 98507-1967

Email: [olyprosecutor@ci.olympia.wa.us](mailto:olyprosecutor@ci.olympia.wa.us)

Phone: 360-753-8449

THURSTON COUNTY PROSECUTING ATTORNEY'S OFFICE:

Attn: Thurston County Prosecutor

Re: Interlocal Agreement with City of Olympia Legal Department's Prosecution Division

2000 Lakeridge Dr SW, Building 2

Olympia, WA 98502

Email: [prosecutorsoffice@co.thurston.wa.us](mailto:prosecutorsoffice@co.thurston.wa.us)

Phone: 360-786-5540

**XIII. Records**

Each party shall maintain its own public records and shall be solely responsible for responding to records requests received about the subject matter of this interlocal. Any public records request addressed to the group as if this interlocal created a separate legal entity, shall be deemed to be a request received by each party individually. Each party shall respond separately, unless agreed to otherwise in writing and properly documented.

**XIV. Interpretation and Venue**

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be in the Superior Court of Thurston County.

**XV. Effective Date**

This Agreement is hereby entered into between the Parties, and it shall take effect on the date of the last authorizing signature affixed hereto:

**CITY OF OLYMPIA**

**THURSTON COUNTY PROSECUTING  
ATTORNEY'S OFFICE**

\_\_\_\_\_  
Steven J. Burney, City Manager

Jon Tunheim  
\_\_\_\_\_  
Jon Tunheim, Prosecuting Attorney

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

Date: 04/06/2022

Approved as to form:

[Signature]  
\_\_\_\_\_  
Deputy City Attorney



## City Council

### Approval of a Resolution Authorizing the City Manager to Sign a Contract with Ogden Murphy Wallace, P.L.L.C. for Police Auditor Services

**Agenda Date:** 4/19/2022  
**Agenda Item Number:** 4.M  
**File Number:**22-0379

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

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#### **Title**

Approval of a Resolution Authorizing the City Manager to Sign a Contract with Ogden Murphy Wallace, P.L.L.C. for Police Auditor Services

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve a Resolution Authorizing the City Manager to Sign a Contract with Ogden Murphy Wallace, P.L.L.C. for Police Auditor Services in the amount of \$100,000

#### **Report**

##### **Issue:**

Whether to approve a Resolution Authorizing the City Manager to Sign a Contract with Ogden Murphy Wallace, P.L.L.C. for Police Auditor Services in the amount of \$100,000

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

Debbie Sullivan, Assistant City Manager, 360.753.8499

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

None - Consent Calendar Item.

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

The City Council retains the services of a Police Auditor to provide an independent review and audit of investigations, complaints, and uses of force. The purpose of the Police Auditor is to increase public trust and confidence in the police department. In November of 2020, the City contracted with the law firm, Ogden Murphy Wallace, P.L.L.C. to act as an independent police auditor pursuant to Olympia Municipal Code 2.38. The term of that contract was for one year.

On October 27, 2021, the General Government Committee met and unanimously approved a recommendation to the full Council to modify the duties, responsibilities, and scope of work of the Police Auditor and to continue to contract with Ogden Murphy Wallace in 2022. Subsequently,

Council approved Ordinance No. 7314 on March 1, 2022 which amended the Olympia Municipal Code Chapter 2.38 Related to Police Auditor. The amended Chapter modified the duties, responsibilities, and scope of work to address the following:

- Review of the Police Department's response to public demonstrations and crowd management when an event results in serious physical injury.
- Clarification on the Police Auditor's review of and recommendations to policies, procedures, and training based on audit findings.

This resolution seeks Council's approval to enter into a contract for one year with Ogden Murphy Wallace to provide Police Auditor Services in the amount of \$100,000. The scope of work, duties and responsibilities, and reporting requirements is based on the amended ordinance approved by Council on March 1, 2022.

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

The community continues to express a need for police accountability and police auditor services are one way for the City to ensure that the Olympia Police Department's professional standards, internal investigations, and complaint processes meet best practices.

**Options:**

1. Move to approve a resolution authorizing the City Manager to sign a contract with Ogden Murphy Wallace, P.L.L.C. for Police Auditor Services in the amount of \$100,000.
2. Direct staff to make changes to the contract based on Council feedback and approve a resolution authorizing the City Manager to sign a contract with Ogden Murphy Wallace, P.L.L.C. in the amount of \$100,000.
3. Do not approve a resolution authorizing the City Manager to sign a contract with Ogden Murphy Wallace, P.L.L.C. for Police Auditor Services in the amount of \$100,000.

**Financial Impact:**

Council appropriated \$100,000 for Police Auditor Services as part of the 2022 General Fund Operating Budget.

**Attachments:**

Resolution  
Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH  
THE LAW FIRM OF OGDEN MURPHY WALLACE, PLLC, FOR POLICE AUDITOR SERVICES**

**WHEREAS**, Olympia Municipal Code (OMC) 2.38.010 provides that the Olympia City Council may, by contract, retain the services of a Police Auditor who shall be totally independent from the Olympia Police Department and who shall report directly to the City Council; and

**WHEREAS**, the purpose of retaining a Police Auditor is to provide an independent review and audit of investigations of complaints and use of force relating to the Police Department, among other duties and responsibilities; and

**WHEREAS**, OMC 2.38.030 provides that the position of Police Auditor shall be selected by the City Council and may be retained under a professional service contract for a term of one year, which may be extended for additional one-year terms as determined appropriate by the City Council; and

**WHEREAS**, the Police Auditor shall have duties and responsibilities, including but not limited to, review of professional standards investigations relating to complaints and uses of force about the Police Department and its employees to determine if investigations meet the standard of being complete, thorough, objective, and fair; and

**WHEREAS**, the City Council approved Ordinance No. 7314 on March 1, 2022, amending OMC Chapter 2.38 to modify the duties, responsibilities, and scope of work of the Police Auditor to (1) review the Police Department's response to public demonstrations and crowd management when an event results in serious physical injury; and (2) to clarify the Police Auditor's review and recommendations to Police Department policies, procedures, and trainings based on audit findings; and

**WHEREAS**, complaints about police employees to be reviewed shall include alleged use of excessive force, civil rights violations, or bias and other cases as described in the contract; and

**WHEREAS**, each investigative audit is intended to be an impartial review of the Police Department's internal investigative process and a verification of the Police Department's compliance with established policy and procedures, and that materials utilized by the Police Auditor in investigative audits are confidential and anonymous, containing the name of no employee, complainant, or witness; and

**WHEREAS**, the Police Auditor shall be empowered to make written request to the Chief of Police for further investigation whenever the Police Auditor concludes that further work is needed for an investigation to meet the established standard; and

**WHEREAS**, the Police Auditor shall, at a minimum, make a mid-year and annual report to the City Council to include data as set forth in OMC 2.38.080, or as further requested in the contract by the City Council; and

**WHEREAS**, the Police Auditor shall be totally independent and any findings, requests for further investigations, recommendations, and reports shall reflect the views of the Police Auditor alone and no person shall attempt to undermine the independence of the Police Auditor in the performance of the duties set forth in OMC Chapter 2.38; and

**WHEREAS**, on November 3, 2020, the City of Olympia (City) and Ogden Murphy Wallace, PLLC (Consultant) entered into a Professional Services (Agreement) for Police Auditor services; and

**WHEREAS**, on May 18, 2021, the City approved Amendment No. 1 to the Agreement, which increased the compensation and extended the term of the Agreement; and

**WHEREAS**, public trust and confidence in the Olympia Police Department is of primary importance to the City and as such, the City Council wishes to extend the Agreement with the law firm of Ogden Murphy Wallace, PLLC, for one year to provide Police Auditor services to the Olympia City Council and the City of Olympia;

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

1. Amendment No. 2 to the Professional Services Agreement with the law firm of Ogden Murphy Wallace, PLLC, for Police Auditor services in the sum of \$100,000 for a term of one year, is hereby approved on the terms and conditions set forth in the agreement.
2. The City Manager is authorized to execute the Amendment No. 2 to the Professional Services Agreement on behalf of the Olympia City Council and the City of Olympia, and to make any amendments or minor modifications as may be required and are consistent with the intent of the professional services agreement for Police Auditor services, as amended, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

Mark Barber  
CITY ATTORNEY



**AMENDMENT NO. 2**  
**PROFESSIONAL SERVICES AGREEMENT WITH**  
**OGDEN MURPHY WALLACE, PLLC FOR POLICE AUDITOR SERVICES**

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**THIS AMENDMENT** is effective as of the date of the last authorizing signature affixed hereto by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (the “City”), and **OGDEN MURPHY WALLACE, PLLC**, a Washington professional limited liability company (the “Consultant”).

**RECITALS**

1. On November 3, 2020, the City and the Consultant entered into a Professional Services Agreement (“Agreement”).
2. The term of the Agreement was to run until November 3, 2021, with compensation not to exceed Thirty Thousand and No/100 Dollars (\$30,000.00).
3. The Agreement also provided that its terms could be “extended for additional periods of time upon the mutual written agreement” of the City and the Consultant, and that modification of its terms need to be in writing and signed by both parties.
4. On May 19, 2021, the City and the Consultant entered into Amendment No. 1 of the Agreement to increase the term from \$30,000 to \$100,000 and extend the term from November 3, 2021, to November 30, 2022.
5. The City and the Consultant desire to amend the Agreement to increase compensation, extend the term, and modify the Services.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Section 1 of the Agreement, SERVICES, is hereby amended to read as follows:

Consultant shall provide the services more specifically described in Exhibit “A-2”, 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.
2. Section 4.A of the Agreement, TOTAL COMPENSATION, is hereby amended to read as follows:

In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount not to exceed ~~One~~Two Hundred Thousand and No/100 Dollars (~~\$100~~200,000) at hourly rates as described in Exhibit A-2.

3. Section 2 of the Agreement, TERM, is hereby amended to read as follows:

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until completion of the Services, but in any event no later than November 30, ~~2022~~2023 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant so long as the terms are consistent with OMC 2.38.040.

4. All remaining provisions of the Professional Services Agreement dated November 3, 2020, together with Amendment 1 dated May 19, 2021, and not here amended or supplemented shall remain as written in said Agreement, and shall continue in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor have executed this **Amendment No. 2** of the Agreement as of the date and year written above.

**OGDEN MURPHY WALLACE, PLLC**

**CITY OF OLYMPIA**

By: Tara Parker

Tara L. Parker

[tparker@omwlaw.com](mailto:tparker@omwlaw.com)

\_\_\_\_\_  
Steven J. Burney, City Manager

[jburney@ci.olympia.wa.us](mailto:jburney@ci.olympia.wa.us)

Date of Signature: 03/23/2022

Date of Signature: \_\_\_\_\_

APPROVED AS TO FORM:

  
Deputy City Attorney

**Exhibit A-2**  
**2022 POLICE AUDITOR SCOPE OF WORK**

**A. DUTIES AND RESPONSIBILITIES:**

The Police Auditor will be responsible for the following:

1. Review of police professional standards investigations relating to complaints about the Police Department or its employees to determine if the investigations meet Department standards and are complete, thorough, objective, and fair.
2. Review of all uses of force, complaints, and internal investigations as defined in Olympia Police Department General Orders to determine if they are consistent with Police Department policies, without indication of unlawful bias, protect civil rights, and are in alignment with best practices.
3. Provide an impartial review of the Police Department's internal investigative process and verification of the Department's compliance with established policy and procedures.
4. Provide an impartial review of the Department's responses to public demonstrations and crowd management when events result in physical injury, extensive property damage, or is determined by the City Manager to be appropriate for review by the Police Auditor to determine if the response was in alignment with the Police Department's applicable General Orders and [Guiding Principles for Demonstrations and Crowd Management](#).
5. Review and recommend revisions to Police Department policies, procedures, and training related to complaints, use of force, and the internal investigative process based on audit findings. Revisions will be in alignment with best practices regarding diversity, equity, and inclusion while ensuring public safety and protection of the First Amendment and other constitutional rights.
6. Filing a mid-year and annual written report to the City Council, with a copy to the City Manager and Police Chief. The Auditor's report shall not contain the names of employees, complainants, or witnesses; and will include:
  - Summary of use of force statistics, including but not limited to:
    - Types of use of force used
    - Subject Demographics
    - Indications of bias
    - Whether the use of force led to serious injury

- A finding on each complaint and internal investigation audited indicating either:
    - That the Department’s internal investigation met the Department’s standards and established investigative best practices; or
    - After the response to a request for further investigation, the case failed to meet the above standards, and reasons supporting such finding.
  
  - A summary of the complaints and internal investigations audited, including:
    - Date complaint received
    - Classification
    - General Description
    - Investigative Findings
    - Corrective Actions
    - Police Auditor Findings
  
  - When additional complaint investigations were requested and OPD’s
    - Responses
    - Findings on each complaint case audited
  
  - Summaries of data in graphic and narrative form
  
  - Analysis of key trends and patterns
  
  - Recommendations for revisions to policy, procedures, and training
  
  - A list of the updated policies, procedures and training(s) related to the Police Auditor Scope of Work
7. The Police Auditor will present the mid-year and annual reports at a City Council meeting. Being available to address questions at Council meetings when the mid-year and annual reports are presented. Hourly rates shall be billed according to the following rates not to exceed the \$200,000 contract amount:

Tara Parker	\$320 per hour
Karen Sutherland	\$385 per hour
Beth Van Moppes	\$385 per hour



## City Council

# Approval of a Resolution Ratifying and Confirming Authorization and Signature by the City Manager of a Memorandum of Understanding with MultiCare Health System d/b/a MultiCare Capital Medical Center in Support of its Provision of Health Care to the Indigent, Uninsured, and Underinsured

**Agenda Date:** 4/19/2022  
**Agenda Item Number:** 4.N  
**File Number:** 22-0392

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

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### Title

Approval of a Resolution Ratifying and Confirming Authorization and Signature by the City Manager of a Memorandum of Understanding with MultiCare Health System d/b/a MultiCare Capital Medical Center in Support of its Provision of Health Care to the Indigent, Uninsured, and Underinsured

### Recommended Action

#### Committee Recommendation:

Not referred to a committee.

#### City Manager Recommendation:

Move to approve the Resolution ratifying and confirming the authorization and signature by the City Manager of the Memorandum of Understanding with MultiCare Health System d/b/a MultiCare Capital Medical Center in support of its provision of health care to the indigent, uninsured, and underinsured.

### Report

#### Issue:

Whether to ratify and confirm signature by the City Manager of a Memorandum of Understanding with MultiCare Capital Medical Center in support of its provision of health care to indigent, uninsured, and underinsured patients.

#### Staff Contact:

Mark Barber, City Attorney, 360.753.8338

#### Presenter(s):

None - Consent Calendar Item.

### Background and Analysis:

MultiCare Health System d/b/a MultiCare Capital Medical Center (“MultiCare”) provides a disproportionate share of healthcare services to low-income patients with special needs and participates in programs that benefit the indigent, uninsured, or underinsured population in the State of Washington, including within the City of Olympia. MultiCare has accepted a Certificate of Need from the State of Washington, pursuant to which Certificate MultiCare has committed to serving low-income patients with special needs, all in accordance with the provisions of MultiCare’s Certificate of Need and in accordance with its license issued by the Department of Health.

In order to participate in the drug discount program established under Section 340B of the Public Health Services Act (the “340B Program”), MultiCare must have in place an agreement with a unit of state or local government pursuant to which MultiCare commits to provide healthcare services to low-income individuals who are neither entitled to benefits under Medicare (Title XVIII of the Social Security Act (SSA)) nor eligible for assistance under Medicaid (Title XIX of the SSA). In order for MultiCare to make such a formal commitment to the State of Washington, submission of such an agreement had to occur by April 15, 2022.

Due to the nature and importance of the services provided by MultiCare for low income patients in the City of Olympia and the State of Washington, on April 14, 2022, the City Manager authorized and signed a Memorandum of Understanding with MultiCare, which clarified and confirmed the City’s relationship with MultiCare and accepted MultiCare’s commitment to provide health care services to low-income individuals who are neither entitled to benefits under Medicare nor eligible for assistance under Medicaid.

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

It is in the public interest to support the provision of health care to the indigent, uninsured, and underinsured in the City of Olympia and State of Washington.

**Options:**

1. Approve the Resolution ratifying the City Manager’s authorization and signature of a Memorandum of Understanding with MultiCare Health System d/b/a MultiCare Capital Medical Center.
2. Direct staff to make modifications to the proposed Resolution.
3. Do not approve the proposed Resolution.

**Financial Impact:**

There is no financial impact related to this item.

**Attachments:**

Resolution  
Memorandum of Understanding

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, RATIFYING AND CONFIRMING AUTHORIZATION AND SIGNATURE BY THE CITY MANAGER OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OLYMPIA AND MULTICARE HEALTH SYSTEM d/b/a MULTICARE CAPITAL MEDICAL CENTER IN SUPPORT OF ITS PROVISION OF HEALTH CARE TO THE INDIGENT, UNINSURED, AND UNDERINSURED**

**WHEREAS**, MultiCare Health System d/b/a MultiCare Capital Medical Center (“MultiCare”) provides a disproportionate share of healthcare services to low-income patients with special needs and participates in programs that benefit the indigent, uninsured, or underinsured population in the State of Washington and the City of Olympia; and

**WHEREAS**, MultiCare has accepted a Certificate of Need from the State of Washington, pursuant to which Certificate MultiCare has committed to serving low-income patients with special needs, all in accordance with the provisions of MultiCare’s Certificate of Need and in accordance with its license issued by the Department of Health; and

**WHEREAS**, in order to participate in the drug discount program established under Section 340B of the Public Health Services Act (the “340B Program”), MultiCare must have in place an agreement with a unit of state or local government pursuant to which MultiCare commits to provide healthcare services to low-income individuals who are neither entitled to benefits under Medicare (Title XVIII of the Social Security Act (SSA)) nor eligible for assistance under Medicaid (Title XIX of the SSA) (the Agreement); and

**WHEREAS**, in order for MultiCare to make such a formal commitment to the State of Washington, submission of the Agreement had to occur by April 15, 2022; and

**WHEREAS**, on April 14, 2022, the City Manager authorized and signed a Memorandum of Understanding with MultiCare, which clarified and confirmed its relationship with MultiCare and agreed to such a commitment; and

**WHEREAS**, the City Council wishes to ratify and confirm the authorization and signature by the City Manager of the Memorandum of Understanding with MultiCare in support of its provision of health care services to low-income individuals who are neither entitled to benefits under Medicare nor are eligible for assistance under Medicaid;

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

1. The Olympia City Council hereby ratifies and confirms the authorization and signature by the City Manager of the Memorandum of Understanding with MultiCare Health System d/b/a MultiCare Capital Medical Center and the terms and conditions therein.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

**Mark Barber**

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

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

*City of Olympia*

**AND**

*MultiCare Health System*

**THIS AGREEMENT** is made by and between **City of Olympia**, an agency of the State of Washington, located at 601 4th Ave E, Olympia, WA 98501, and **MultiCare Health System, d/b/a MultiCare Capital Medical Center** ("Hospital"), a non-profit corporation organized and existing under the laws of the State of Washington.

**RECITALS:**

**WHEREAS**, Hospital provides a disproportionate share of healthcare services to low-income patients with special needs and participates in programs that benefit the indigent, uninsured or underinsured population in the State of Washington; and

**WHEREAS**, Hospital has accepted a Certificate of Need from the State of Washington, pursuant to which Certificate the Hospital has committed to serving low-income patients with special needs, all in accordance with the provisions of the Hospital's Certificate of Need and in accordance with its license issued by the Department of Health; and

**WHEREAS**, Hospital desires to participate in the drug discount program established under Section 340B of the Public Health Services Act ( the "340B Program"); and

**WHEREAS**, in order to participate in the 340B Program, Hospital must have in place an agreement with a unit of state or local government pursuant to which Hospital commits to provide healthcare services to low-income individuals who are neither entitled to benefits under Medicare (Title XVIII of the Social Security Act (SSA)) nor eligible for assistance under Medicaid (Title XIX of the SSA); and

**WHEREAS**, Hospital desires to make such a formal commitment to the State of Washington; and

**WHEREAS**, City of Olympia desires to clarify and confirm its relationships with the Hospital, and agrees to accept such commitment on behalf of the citizens of the State of Washington;

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained herein and for other good a valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the parties to this Agreement, as follows:



**1. Commitment of Hospital to Provide Care to the Indigent, Uninsured, and Underinsured.**

During the term of this Agreement, Hospital agrees to continue its historic commitment to the provision of healthcare to indigent, uninsured and underinsured residents of State of Washington including low-income residents who do not qualify for Medicaid or Medicare. Pursuant to this commitment, the Hospital's commitment to provide care will extend to indigent, uninsured and underinsured residents of the State of Washington, including low-income residents who do not qualify for Medicaid or Medicare. In any event, Hospital will assure that all patients will receive necessary care, as required by law, regardless of ability to pay.

**2. Acceptance and Acknowledgements of City of Olympia.**

- a. City of Olympia accepts the commitment of Hospital set forth above; and
- b. City of Olympia shall provide to Hospital the name, title, email address, and phone number of a government official who can certify the status of this Agreement. The Health Resources and Services Administration's Office of Pharmacy Affairs (OPA) will send to the government official an email asking the government official to certify the status of this Agreement. City of Olympia will ensure that the government official responds to the email from OPA by certifying the status of this Agreement within five days of receiving the email.

**3. Representations of Hospital.**

Hospital represents that as of the date hereof:

- a. Hospital is a corporation duly organized and validly existing in good standing under the laws of the State of Washington with the corporate power and authority to enter into and perform its obligations under this Agreement; and
- b. Hospital is a tax-exempt corporation of under Section 501(c)(3) of the Internal Revenue Code of the United States, as amended and under applicable laws of State of Washington.

**4. Term and Termination.**

The term of this Agreement shall commence on April 14, 2022, and shall continue until April 13, 2024, at which time the parties can renew for two years. This Agreement can be terminated by either party upon not less than sixty (60) days' prior written notice to the other party.

**5. Notice.**

All notices required or permitted to be given under this Agreement shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

Sent to: City of Olympia

Attention: Steven Jay Burney  
City Manager  
601 4<sup>th</sup> Ave. E.  
Olympia, WA 98501  
[jburney@ci.olympia.wa.us](mailto:jburney@ci.olympia.wa.us)  
(360) 753-8447

Sent to: MultiCare Health System  
d/b/a MultiCare Capital Medical Center

Attention: Hospital President  
3900 Capital Mall Drive SW,  
Olympia, WA 98502

Copy to: MultiCare Health System  
d/b/a MultiCare Capital Medical Center  
PO Box 5299  
MS: 315-P1-SCM  
Tacoma, WA 98405  
Attn: Contracts & Strategic Sourcing  
[ContractSupport@multicare.org](mailto:ContractSupport@multicare.org)  
Phone: (253) 403-3322

**6. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**7. Entire Agreement.**

This Agreement constitutes the entire agreement between the parties. This Agreement replaces and supercedes all prior agreements and understandings with respect to the subject matter of this Agreement.

SIGNATURE PAGE TO FOLLOW

**IN WITNESS WHEREOF**, Hospital and the City of Olympia have executed this Agreement as of the day and year first written above by their duly authorized representatives.

**MultiCare Health System d/b/a MultiCare Capital Medical Center:**

  
\_\_\_\_\_

Name: Will Callicot

Title: President-CapMC & Mrkt Ldr Thurston Co

**City of Olympia,  
a Washington Municipal Corporation**

  
\_\_\_\_\_

Name: Steven J. Burney

Title: City Manager

Approved as to form:

**Mark Barber**  
\_\_\_\_\_

Mark Barber, City Attorney

**OFFICE OF PHARMACY AFFAIRS (OPA)  
CERTIFICATION OF CONTRACT BETWEEN PRIVATE, NON-PROFIT HOSPITAL AND  
STATE/LOCAL GOVERNMENT TO PROVIDE HEALTH CARE SERVICES TO LOW INCOME  
INDIVIDUALS**

To demonstrate that the hospital meets the statutory definition of covered entity under section 340B(a)(4)(L)(i) as a private non-profit hospital which has a contract with a State or local government to provide health care services to low income individuals, this certification must be completed and signed by both parties.

MultiCare Capital Medical Center

\_\_\_\_\_  
Name of Hospital

Olympia, WA 98502

\_\_\_\_\_  
City, State, Zip

Pursuant to the requirement of Section 340B of the Public Health Service Act (42 U.S.C. 256b), I certify that a valid contract (please provide contract number or identifier if applicable # \_\_\_\_\_) is currently in place between the private, non-profit hospital named above, and the State or Local Government Entity named below, to provide health care services to low income individuals who are not entitled to benefits under Title XVIII of the Social Security Act or eligible for assistance under the State plan of Title XIX of the Social Security Act. In addition, the authorizing official certifies that when this contract is no longer valid, appropriate notice will be provided to the Office of Pharmacy Affairs. The undersigned represents and confirms that he/she is fully authorized to legally bind the covered entity and certifies that the contents of any statement made or reflected in this document are truthful and accurate.

  
Signature of Hospital Authorizing Official

4/14/2022  
Date

Will Callicoat, President-CapMC & Mrkt Ldr Thurston Co  
Name and Title of Authorizing Official (e.g., CEO, CFO, COO) (please print or type)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Ext.

\_\_\_\_\_  
E-Mail Address

  
Signature of State or Local Government Official

04/14/2022  
Date

Steven J. Burney  
Name of State or Local Government Official (please print or type)

City Manager, City of Olympia  
Title and Unit of Government

PO Box 1967, 601 – 4<sup>th</sup> Ave E. Olympia, WA 98507-1967  
Address

(360) 753-8447  
Phone Number

N/A  
Ext.

[jburney@ci.olympia.wa.us](mailto:jburney@ci.olympia.wa.us)  
E-Mail Address



## City Council

### Approval of an Ordinance Adopting Clarifying Amendments to Titles 14, 15, 16, and 18 of Olympia Municipal Code

**Agenda Date:** 4/19/2022  
**Agenda Item Number:** 4.O  
**File Number:**22-0312

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

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#### **Title**

Approval of an Ordinance Adopting Clarifying Amendments to Titles 14, 15, 16, and 18 of Olympia Municipal Code

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve the ordinance adopting clarifying amendments to Titles 14, 15, 16, and 18 of the Olympia Municipal Code.

#### **Report**

##### **Issue:**

Whether to approve the ordinance adopting clarifying amendments to Titles 14, 15, 16, and 18 of the Olympia Municipal Code.

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

Joyce Phillips, Principal Planner, Community Planning and Development, 360.570.3722

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

None - Consent Calendar Item.

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

Periodically, Community Planning and Development Department staff propose code amendments to address issues for which the code is unclear, to correct code citations, to better align with other standards, or to address changes in state laws.

The attached ordinance includes nine proposed amendments, most of which are in OMC Title 18. Staff believes these proposed amendments are minor in nature. Attachment 2, Proposed Amendments, include a summary of why each revision is proposed. To summarize, the amendments would:

Proposal 1: Recognize that covered patios or porches are allowed on Accessory Dwelling Units (ADUs). Currently the only size limits to these are based on the underlying zoning standards for maximum lot coverages (building footprints, impervious and hard surfaces). The proposal adds a maximum size of 120 square feet, to help ensure these units remain subordinate to the primary residence.

Proposal 2: Provide additional clarification about accessory structures that are not attached to the house. Increase the allowed size of detached garages (garages only, not other accessory structures) from 800 square feet to 1,200 square feet without needing a Conditional Use Permit (CUP). Add requirements for compatibility with the existing home for all detached garages and require that larger garages that do require a CUP be required to meet the garage standards in the Infill and Other Residential Design Review chapter.

Proposal 3: Remove reference to application fees for parking modifications. Requests for parking modifications are reviewed and considered as part of the Land Use Review process and do not require a separate fee.

Proposal 4: Define a minimum size for parking spaces in residential areas (such as when in a driveway) when not located in a parking lot.

Proposal 5: Add additional detail for driveways regarding location, width, and surfacing.

Proposal 6: Clarify fencing height standards, including for corner lots. This proposal includes amendments to both Title 16 (Buildings and Construction) and Title 18 (Unified Development Code) to align provisions with each other and the International Building Codes when a building permit is required for a fence.

Proposal 7: Add Public Notification requirements for projects reviewed under the State Environmental Policy Act (SEPA) "Optional DNS" process. The proposal also aligns appeal periods with issuance of the SEPA threshold decision rather than the end of the comment period. These amendments also include revisions to OMC Title 14.

Proposal 8: Remove a code reference regarding design review for signs. Under the new Sign Code and Downtown Design Review Criteria, signs are no longer required to go through a separate design review process.

Proposal 9: Add new provisions to address changes in state law (RCW 82.02.060) specific to Early Learning Facilities. These amendments revise OMC Title 15.

#### Public Review Process

After holding a public hearing, the Olympia Planning Commission recommends approval of the amendments, as proposed. The majority of the Commission's discussion was in regard to detached garages, fences, and the size of parking spaces in driveways.

The Land Use and Environment Committee received a report on the Planning Commission's recommendations and agreed to refer the attached ordinance to the City Council.

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

Written public comments were received and are attached for your consideration. Three people testified at the hearing, related to detached garage sizes (one in support, one with concerns), fence heights, and impact fees for schools.

**Options:**

1. Approve the ordinance adopting clarifying amendments to the Olympia Municipal Code.
2. Approve the ordinance adopting clarifying amendments to the Olympia Municipal Code, with specific modifications.
3. Do not approve the ordinance adopting clarifying amendments to the Olympia Municipal Code.

**Financial Impact:**

None. Processing the proposed code amendments is covered by the Department's base budget.

**Attachments:**

Ordinance  
Proposed Amendments  
Public Comments

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

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING  
VARIOUS SECTIONS AND SUBSECTIONS OF TITLE 14, ENVIRONMENTAL  
PROTECTION; TITLE 15, IMPACT FEES; TITLE 16, BUILDINGS AND  
CONSTRUCTION; AND TITLE 18, UNIFIED DEVELOPMENT CODE, OF THE  
OLYMPIA MUNICIPAL CODE**

**WHEREAS**, on December 30, 2021, the City of Olympia Community Planning and Development Department proposed multiple minor amendments to various chapters in Title 14, Environmental Protection; Title 15, Impact Fees; Title 16, Buildings and Construction; and Title 18, Unified Development Code, of the Olympia Municipal Code (OMC) (the Proposed Amendments); and

**WHEREAS**, Notice of Application for the Proposed Amendments was routed to all Recognized Neighborhood Associations within the City of Olympia and to the Council of Neighborhoods Association on December 30, 2021; and

**WHEREAS**, on January 3, 2022, the Proposed Amendments were sent to the Washington State Department of Commerce Growth Management Services with the Notice of Intent to Adopt Development Regulation amendments as required by RCW 36.70A.106 and no comments were received from state agencies during the comment period; and

**WHEREAS**, on January 5, 2022, a legal notice was published in *The Olympian* newspaper providing notice of the Proposed Amendments; and

**WHEREAS**, on January 24, 2022, the Olympia Planning Commission received a briefing on the Proposed Amendments; and

**WHEREAS**, on February 9, 2022, the City of Olympia issued a Determination of Non-Significance pursuant to the State Environmental Policy Act (SEPA) on the Proposed Amendments; and

**WHEREAS**, on February 17, 2022, a legal notice was published in *The Olympian* newspaper regarding the date of the Olympia Planning Commission's public hearing on the Proposed Amendments; and

**WHEREAS**, on February 16, 2022, notice of the public hearing for the Proposed Amendments was provided to all Recognized Neighborhood Associations with the City of Olympia pursuant to Chapter 18.78 OMC, Public Notification; and

**WHEREAS**, on February 16, 2022, notice of the public hearing for the Proposed Amendments was provided to all Parties of Record pursuant to Chapter 18.78 OMC, Public Notification; and

**WHEREAS**, on February 28, 2022, the Olympia Planning Commission received a briefing, held a public hearing, and deliberated the Proposed Amendments; and

**WHEREAS**, following the public hearing and deliberations, on February 28, 2022, the Planning Commission provided to the City Council its recommendation to amend multiple chapters in Title 14, Environmental Protection; Title 15, Impact Fees; Title 16, Buildings and Construction; and Title 18, Unified Development Code, of the Olympia Municipal Code (OMC), as proposed; and

**WHEREAS**, the Proposed Amendments are consistent with the Olympia Comprehensive Plan and other chapters of Title 18 OMC; and



**WHEREAS**, the Proposed Amendments have been reviewed pursuant to the Rezones and Text Amendments process outlined in chapter 18.58 OMC; and

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

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

**Section 1. Amendment of OMC 14.04.160(A). Olympia Municipal Code Subsection 14.04.160(A) is hereby amended to read as follows:**

- A. The following administrative appeal procedures are established under RCW [43.21C.075](#), WAC [197-11-680](#), and RCW ~~Chapter~~[chapter 36.70B](#) RCW:
1. Any agency or person who may be aggrieved by an action may appeal to the Hearing Examiner the environmental review officers conditioning, lack of conditioning or denial of an action pursuant to WAC Chapter [197-11](#).
  2. The responsible official's initial decision to require preparation of an environmental impact statement, i.e., to issue a determination of significance, is subject to an interlocutory administrative appeal upon notice of such initial decision and only to such appeal. Notice of such decision shall be provided as set forth in OMC [18.78.020](#). Failure to appeal such determination within 14 calendar days of notice of such initial decision shall constitute a waiver of any claim of error.
  3. All appeals shall be in writing, be signed by the appellant, be accompanied by the appropriate filing fee, and set forth the specific basis for such appeal, error alleged and relief requested. Any appeal must be filed ~~within seven calendar days after the comment period expires~~ in accordance with OMC 18.75.020(B) – SEPA Appeal Procedures. Where there is an underlying governmental action requiring review by the Hearing Examiner, any appeal and the action shall be considered together. Except for threshold determinations issued under the optional DNS process, an appeal period shall conclude simultaneously with an underlying permit decision.
  4. For any appeal under this subsection, the city shall keep a record of the appeal proceeding which shall consist of the following:
    - a. Findings and conclusions;
    - b. Testimony under oath; and
    - c. A taped or written transcript of any hearing.
  5. Any procedural determination by the city's responsible official shall be given substantial weight in any appeal proceeding.
  6. See OMC [18.75.020](#)~~-(B)~~ for additional requirements.

**Section 2. Amendment of OMC 15.04.060(A). Olympia Municipal Code Subsection 15.04.060(A) is hereby amended to read as follows:**

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

1. Alteration of an existing nonresidential structure that does not expand the usable space or add any residential units shall be exempt from paying all impact fees;
2. Miscellaneous improvements, including, but not limited to, fences, walls, swimming pools, and signs shall be exempt from paying all impact fees;
3. Demolition or moving of a structure shall be exempt from paying all impact fees;
4. Expansion of an existing structure that results in the addition of ~~one hundred twenty~~ (120) square feet or less of gross floor area shall be exempt from paying all impact fees;
5. Replacement of a structure with a new structure of the same size and use at the same site or lot when such replacement occurs within ~~seventy-two~~ (72) months of the demolition or destruction of the prior structure shall be exempt from paying all impact fees. Replacement of a structure with a new structure of the same size shall be interpreted to include any structure for which the gross square footage of the building will not be increased by more than ~~one hundred twenty~~ (120) square feet. Such replacements shall be exempt from the payment of park, transportation impact fees, and school impact fees; provided that, park, transportation, and school impact fees will be charged for any additional residential units that are created in the replacement and, transportation impact fees shall be charged for any additional gross floor area greater than ~~one hundred twenty~~ (120) square feet added in the replacement;
6. Any form of housing intended for and solely occupied by persons ~~sixty-two~~ (62) years or older, including nursing homes and retirement centers, shall be exempt from the payment of school impact fees so long as those uses are maintained, and the necessary covenants or declaration of restrictions, in a form approved by the City Attorney and the School District attorney, required to ensure the maintenance of such uses, are recorded on the property;
7. The creation of an accessory dwelling unit shall be exempt from the payment of school impact fees and the creation of an accessory dwelling unit within an existing single-family structure shall be exempt from the payment of park impact fees;
8. A single room occupancy dwelling shall be exempt from the payment of school impact fees;
9. A change in use where the increase in trip generation is less than the threshold stated in OMC Section 15.04.040(C), Assessment of Impact Fees shall be exempt from paying transportation impact fees; or
10. Any form of low-income housing occupied by households whose income when adjusted for size, is at or below ~~eighty percent (80%)~~ 80 percent of the area median income, as annually adjusted by the U.S. Department of Housing and Urban Development shall be exempt from paying school impact fees provided that a covenant approved by the school district to assure continued use for low income housing is executed, and that the covenant is an obligation that runs with the land upon which the housing is located and is recorded against the title of the property.
11. Developments limited to residents who routinely receive assistance with activities of daily living such as, but not limited to, bathing, dressing, eating, personal hygiene, transferring, toileting, and mobility shall be exempt from paying park and school impact fees.
12. Any early learning facility, as defined in RCW 43.31.565, for the purposes of impact fee assessments, will not be subject to an impact fee that is greater than that imposed on commercial retail or office development activities that generate a similar number, volume, type, and duration of vehicle trips. Further, the early learning facility may receive:

- a. An 80 percent reduction in impact fees; or
- b. A full waiver from impact fees when the developer records a covenant with the Thurston County Auditor's Office that is compliant with RCW 82.02.060 and:
  - i. Requires that at least 25 percent of the children and families using the early learning facility qualify for state subsidized childcare, including early childhood education and assistance under chapter 43.216 RCW;
  - ii. Provides that if the property is converted to a use other than for an early learning facility, the property owner must pay the applicable impact fees in effect at the time of conversion; and
  - iii. Provides that if at no point during a calendar year does the early learning facility achieve the required percentage of children and families qualified for state subsidized child care using the early learning facility, the property owner must pay 20 percent of the impact fee that would have been imposed on the development had there not been an exemption within 90 days of the local government notifying the property owner of the breach, and any balance remaining thereafter shall be a lien on the property.

**Section 3. Amendment of OMC 16.04.040(A). Olympia Municipal Code Subsection 16.04.040(A), is hereby amended to read as follows:**

- A. International Building Code Amendments. The following sections of the International Building Code (IBC), as adopted by this Ordinance, are amended to read as follows:
  - 1. Amend Section 105.2 Work Exempt from Permit, item 1 to read: One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area is not greater than 200 square feet (18.58 m<sup>2</sup>).
  - 2. ~~Amend Section 105.2 Work Exempt from Permit, item 2 to read: Fences not over 6 feet (1828.8mm) high. Reserved.~~
  - 3. Amend Section 110.3.10 Final inspection. The final inspection is to be made after all conditions of SEPA, Hearings Examiner, Design Review, Development Engineering, Stormwater Ordinance, and the Tree, Soil and Native Vegetation Ordinance are either complied with or bonded for at a rate of 125% in addition to finish grading; and the building is completed and ready for occupancy.
  - 4. Amend Section 111.2 Certificate issued. After the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws and regulations, which are enforced, by the Community Planning and Development Department, the Building Official shall issue a Certificate of Occupancy, which shall contain the following:
    - a. The building permit number.
    - b. The address of the structure.
    - c. The name and address of the owner or the owner's authorized agent.
    - d. A description of that portion of the structure for which the certificate is issued.
    - e. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
    - f. The name of the Building Official.
    - g. The edition of the code under which the permit was issued.

- h. The name of the tenant, use and occupancy, in accordance with the provisions of Chapter 3.
  - i. The type of construction as defined in Chapter 6.
  - j. The design occupant load.
  - k. If an automatic sprinkler system is provided, whether the sprinkler system is required.
  - l. Any special stipulations or conditions of the building permit.
5. Add Subsection 903.2 Additional Sprinkler Requirements. There are additional sprinkler requirements in all structures or buildings where the gross square footage, basements included, exceeds 5,000 square feet, or in all structures or buildings more than three stories in height (unless other sections are more restrictive). The area and height increases specified in IBC Sections 504, 506, and 507 shall be permitted. For the purposes of this section, portions of buildings separated by a fire wall may be considered as separate buildings, except that the entire gross floor area of all floors will be used to determine fire sprinkler requirements.

In addition, in all buildings, including single family residences, where the fire perimeter access (as required under OMC [16.32.050](#)) or access roadways for fire apparatus cannot be provided due to design and/or location, fire sprinkler systems may be required.

**Section 4. Amendment of OMC 16.04.040(B). Olympia Municipal Code Subsection 16.04.040(B) is hereby amended to read as follows:**

- B. International Residential Code Amendments. The following sections of the International Residential Code (IRC), as adopted by this Ordinance, are amended to read as follows:
- 1. ~~Amend Section R105.2 Work Exempt from Permit, item 2 to read: Fences not over 6 feet (1828.8mm) high. Reserved.~~
  - 2. Amend Section R110.3 Certificate issued. After the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws and regulations, which are enforced, by the Community Planning and Development Department, the Building Official shall issue a Certificate of Occupancy, which shall contain the following:
    - a. The building permit number.
    - b. The address of the structure.
    - c. The name and address of the owner or the owners authorized agent.
    - d. A description of that portion of the structure for which the certificate is issued.
    - e. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
    - f. The name of the Building Official.
    - g. The edition of the code under which the permit was issued.
    - h. The use and occupancy.
    - i. The type of construction as defined in Chapter 6 of the International Building Code.
    - j. The design occupant load.
    - k. If an automatic sprinkler system is provided, whether the sprinkler system is required.
    - l. Any special stipulations or conditions of the building permit.
  - 3. Amend Table R301.2 (a), Climatic and Geographic Design Criteria, as follows:

Climatic and Geographic Design Criteria  
IRC Table R301.2(1)

SUBJECT TO DAMAGE FROM										
ROOF SNOW LOAD	WIND SPEED (mph)	SEISMIC DESIGN CATEGORY	Weathering	Front Line Depth	Termite	WINTER DESIGN TEMP (Degrees)	ICE SHIELD UNDER-LAYMENT REQUIRED	FLOOD HAZARDS	AIR FREEZING INDEX (degrees)	MEAN ANNUAL TEMP (degrees)
25	110	D1	Moderate	12"	Slight to Moderate	17	No	Sept. 1, 2016	170	51

4. Add Section R313.2 Automatic Sprinkler System Requirements. A fully automatic residential fire sprinkler system shall be designed, installed, tested and maintained per N.F.P.A. (National Fire Protection Association) 13, current edition, RCW [18.160](#) and the approval of the Fire Chief, in all structures subject to this code pursuant to Section R101.2 (including additions and alterations to structures with existing sprinkler systems).

**Section 5. Amendment of OMC 18.04.060(A). Olympia Municipal Code Subsection 18.04.060(A), is hereby amended to read as follows:**

**A. ACCESSORY DWELLING UNITS (ADU).**

Accessory dwelling units (ADU) are permitted in all residential districts subject to the following requirements:

1. Number. One (1) ADU shall be allowed per residential lot in conjunction with any detached single-family structure. (See ~~OMC Section~~ [18.04.080\(A\)\(3\)](#) regarding ADUs in new subdivisions.)
2. Location. The ADU shall be permitted as a second dwelling unit added to, created within, or detached from the original dwelling. The ADU shall be oriented in a way that maintains, to the extent practical, the privacy of residents in adjoining dwellings. (See ~~Chapters~~ [chapter 18.100 OMC](#), Design Review, and [chapter 18.175 OMC](#), Infill and Other Residential.)
3. Size. The ADU shall have a gross floor area of no more than ~~eight hundred fifty (850)~~ square feet. Covered porches or patios (or similar covered spaces) do not count toward the gross floor area of the ADU but are limited to a total of 120 square feet in size for each ADU and may not be enclosed.
4. Accessory Dwelling Units may be attached to accessory structures such as a garage or shop building. In such circumstances, the ADU may be up to 850 square feet in size and the accessory structure may be up to ~~eight hundred~~ 800 square feet in size (or larger if the underlying zoning district allows or a conditional use permit for a large garage has been approved).
5. Occupancy. No more than one (~~±~~) family (as defined in ~~Chapter~~ [18.02 OMC](#), Definitions) shall be allowed to occupy an ADU.
6. Existing ADUs. Accessory dwellings created prior to the enactment of these regulations, June 19, 1995, may be approved subject to applicable requirements. If the owner of an existing unauthorized ADU applies to make the unit legal, but cannot meet all of the standards, the owner will be allowed a "grace period" of six months from date of application to comply with applicable standards. However, where health and safety ~~is~~ are an issue, the Building Official will determine

when the necessary modifications must be made. If the owner cannot meet the standards, the unauthorized accessory unit must be removed or its use as a dwelling must be suspended.

7. Deviation From Requirements. The Director or the Director's designee may allow deviation from the requirements of this section (OMC 18.04.060(A)) as follows:
  - a. To allow use of the entirety of a single floor in a dwelling constructed two ~~(2)~~ or more years prior to the date of application in order to efficiently use all floor area; and
  - b. To enable ADUs to be established in structures constructed prior to June 19, 1995, which are located in rear or side setbacks, provided that ~~Uniform~~ Building Code requirements and the Development Standards contained in ~~OMC Section 18.04.080~~ are met. [NOTE: See ~~Chapters~~ chapter 18.100 OMC, Design Review, and chapter 18.175 OMC, Infill and Other Residential for applicable design guidelines.]

**Section 6. Amendment of OMC 18.04.060(B). Olympia Municipal Code Subsection 18.04.060(B) is hereby amended to read as follows:**

**B. ACCESSORY STRUCTURES.**

Accessory structures are detached structures and are permitted in all residential districts subject to the following requirements:

1. Time of Establishment. Accessory structures shall not be built prior to commencing construction of the main building on the lot. However, lots may be created which contain an accessory structure (without an associated primary use) constructed prior to submission of the subdivision application.
2. Subordination to Primary Use. Accessory structures shall be clearly incidental and subordinate to the use of the lot (e.g., structures used for storage of personal property or the pursuit of hobbies) or used for agricultural purposes. In residential districts with a maximum density of twelve units or less per acre each accessory structure shall not exceed ~~eight hundred (800)~~ square feet in size, except for:
  - a. structures accessory to an agricultural use which are located on a parcel one ~~(1)~~ acre or larger in size.
  - b. garages and carports as described below.
3. ~~Garages. Private garages shall meet the following standards:~~ Detached garages and carports shall meet the following standards:
  - a. ~~Garages shall~~Shall not exceed a total of ~~eight hundred (800)~~ 1,200 square feet of floor space per dwelling unit, unless approved as a conditional use.
  - b. Must be designed so the appearance of the building remains consistent with the primary structure by addressing the following:
    - i. Similar materials and colors as the primary use;
    - ii. A roof type or pitch similar to the primary use;

~~c. Garages~~ Detached garages or carports exceeding ~~eight hundred (800)~~ 1,200 square feet per dwelling unit may be permitted as conditional uses in the districts specified in Table 4.01 provided that they will not be adverse to the public interest and are compatible with the surrounding neighborhood. The criteria for garages/carports outlined above in OMC 18.04.060(B)(3) and OMC 18.175.060 must be met. ~~The Hearing Examiner approval authority shall establish a maximum size for garages receiving conditional use approval. See Section OMC 18.04.080.~~

4. See ~~OMC Section~~ 18.04.060(P)(4) regarding accessory structures in mobile home/manufactured home parks.

**Section 7. Amendment of OMC 18.38.080(B). Olympia Municipal Code Subsection 18.38.080(B) is hereby amended to read as follows:**

B. Administrative Modifications. A modification to increase or decrease the number of required parking spaces within the range of ~~ten-10~~ percent to ~~forty-40~~ percent shall be considered by the Director at the request of the project applicant. The project applicant shall present any modification request ~~including application fee~~, and any evidence and reports, prior to any final, discretionary approvals, such as land use approval, environmental review, or construction permits.

1. The general criteria for an administrative modification request are:

- a. Modification requests may be granted based on the effectiveness of proposed transportation demand management strategies, significance and magnitude of the proposed modification, and compliance with this chapter.
- b. Modification requests may be denied or altered if the Director has reason to believe based on experience and existing development practices that the proposed modification may lead to excessive or inadequate parking or may inhibit or prevent regular and intended functions of either the proposed or existing use, or adjacent uses.

2. Submittal Requirements. A report shall be submitted by the applicant providing the basis for more or less parking and must include the following:

a. For modification requests of up to ~~twenty-20~~ percent:

- i. Describe site and use characteristics, specifically:
  - (A) Site accessibility and proximity to transit infrastructure and transit times;
  - (B) Site accessibility and proximity to bicycle and pedestrian infrastructure;
  - (C) Shared and combined parking opportunities; and
  - (D) Employee or customer density and transportation usage and patterns.
- ii. Describe and demonstrate alternative transportation strategies such as carpooling, flexible work schedules, telecommuting, or parking fees, if used;
- iii. Demonstrate compliance with commute trip reduction measures as required by state law, if applicable;
- iv. Identify possible negative effects on adjacent uses and mitigation strategies, if applicable; and

b. For modification requests greater than ~~twenty-20~~ percent and up to ~~forty-40~~ percent:

- i. Provide the contents of a ~~twenty-20~~ percent or less request;

- ii. If increasing, provide a parking demand study prepared by a transportation engineer licensed in the state of Washington, which supports the need for more parking; or
  - iii. If decreasing, show that the site is or within six months of occupancy will be within a one-quarter-mile walk to transit service verified by Intercity Transit, and that the site is more than 300 feet from a single-family residential zone.
3. To mitigate the need for motor vehicle parking or to minimize hard surfaces, the Director may require measures, such as more efficient parking geometrics and enhanced bicycle parking and pedestrian amenities. As a condition of approval of any increase in motor vehicle parking, at minimum the Director shall require the compliance with the provisions below. Any exceptions shall be based on site and project constraints identified and described in the approval.
- a. Double the amount of required interior landscaping for that area of additional parking. This additional area may be dispersed throughout the parking area. Fifty ~~(50)~~ percent of this requirement may be in the form of parking spaces surfaced with a driveable planted pervious surface, such as 'grasscrete' or 'turfblock.'
  - b. Without unduly compromising other objectives of this Chapter, ~~ninety (90)~~ percent of the parking area shall be located behind a building. Any parking area along a flanking street shall have added landscaping and a superior design to strengthen pedestrian qualities, such as low walls, arcades, seating areas, and public art.
  - c. Any preferential parking shall be located near primary building entrances for employees who ride-share.
  - d. In locations where bus service is provided, the applicant shall install a transit shelter meeting Intercity Transit standards if none is available within ~~six hundred (600)~~ feet of the middle of the property abutting the right-of-way. Alternative improvements may be accepted if supported by Intercity Transit's Director.

**Section 8. Amendment of OMC 18.38.100(A). Olympia Municipal Code Subsection 18.38.100(A), is hereby amended to read as follows:**

- A. Required Vehicular and Bicycle Parking. A minimum number of bicycle parking spaces are required as set forth in Table 38-01 below. The specific number of motor vehicle parking spaces set forth in Table 38-01 must be provided, however the project proponent may increase or decrease by ~~ten (10)~~ percent ~~(10%)~~ automatically. This is not exclusive of other modifications as outlined elsewhere in the chapter. Residential uses, when parking is on site and not located in a parking lot, shall provide parking space(s) that are at least eight feet wide by 18 feet in length.

**Section 9. Amendment of OMC 18.38.220. Olympia Municipal Code Section 18.38.220 is hereby amended to read as follows:**

Off-street parking facilities shall be designed and maintained in accordance with the standards hereunder, provided that up to 30% of parking stalls may be small spaces as described in section B. In the alternative, an applicant may propose and, if providing equal or better function, the Director may approve alternative parking geometrics consistent with the most recent specific standards promulgated by the Institute of Transportation Engineers or the National Parking Association.

- A. General Requirements. Also see the specific zone district design standards of OMC [18.38.240](#).



1	2 SW	3 WP	4 VPW	5 VPi	6 AW	7 W2	8 W4
Parking Class	Basic Stall Width (ft)	Stall Width Parallel to Aisle (ft)	Stall Depth to Wall (ft)	Stall Depth to Interlock (ft)	Aisle Width (ft)	Modules Wall-to-Wall (ft)	Modules Interlock to Interlock (ft)
A	2-Way Aisle-90° 9.00	9.00	17.5	17.5	24	59	59
A	2-Way Aisle-60° 9.00	10.4	18.0	16.5	24	60	57
A	1-Way Aisle-75° 9.00	9.3	18.5	17.5	20	57	55
A	1-Way Aisle-60° 9.00	10.4	18.0	16.5	16	52	49
A	1-Way Aisle-45° 9.00	16.5	16.5	14.5	13	46	42

STANDARD PARKING DIMENSIONS  
FIGURE 38-4

Figure 7-1. Dimensional elements of parking layouts.  
SOURCE: Adapted from R. A. Weant, "Parking Garage Planning and Operation," Fig. 20, Eno Foundation for Transportation, Inc., 1978.

- 0 Parking angle
- W<sub>1</sub> Parking module width (wall to wall), single loaded aisle
- W<sub>2</sub> Parking module width (wall to wall), double loaded aisle
- W<sub>3</sub> Parking module width (wall to interlock), double loaded
- W<sub>4</sub> Parking module width (interlock to interlock), double loaded aisle
- AW Aisle width
- WP Stall width parallel to aisle
- DI Stall depth to interlock
- D Stall depth to wall measured perpendicular to aisle
- S<sub>L</sub> Stall length
- S<sub>W</sub> Stall width

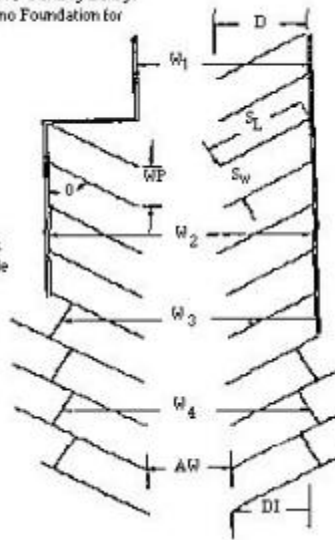


FIGURE 38-5

1. Driveways.

- a. Approaches. Driveway approaches and curb cuts within public rights-of-way shall be located and designed in accordance with the City's current Engineering Design and Development Standards.

- b. For residential driveways once the driveway is outside of the public right of way, the provisions below apply.
- i. Setback. A driveway may be located within any required setback.
  - ii. Width. All driveways shall meet the access width requirements of the Fire Department (see OMC 16.32.050).
  - iii. Surfacing. A gravel surface driveway may be allowed for a single-family residence for that portion of the driveway that is more than 75 feet from the right of way line where access is provided. Any driveway approved for a gravel surface shall include a paved apron in front of the garage automobile door entrance extending a minimum depth of 18 feet and at least the width of the garage door.

2. Ingress/Egress Requirements.

- a. The Director, or designee, and after appropriate traffic study, including consideration of total parcel size, frontage on thoroughfares, uses proposed and other vicinity characteristics, shall have the authority to fix the location, width and manner of approach of a vehicular ingress and egress from a building or parking area to a public street and to alter existing ingress or egress as may be required to control street traffic in the interest of public safety and general welfare.
- b. Generally, but not in all cases, the internal circulation system and the ingress and egress to commercial or multifamily developments from an access street shall be so designed that the principal point of automobile cross-traffic on the street occurs at only one point--a point capable of being channelized for turning movements. Access shall be shared with adjoining parcels by placing ingress/egress points on shared lot lines, wherever safe and practical. Where parcels are bounded by more than a single street, generally, but not in all cases, access shall be provided only from the street having the lowest classification in the hierarchy of streets as established in the Engineering Design and Development Standards.

3. Maneuvering Areas.

- a. All maneuvering areas, ramps, access drives, etc. shall be provided on the property on which the parking facility is located; however, if such facility adjoins an alley, such alley may be used as a maneuvering area. A garage or carport entered perpendicular to an alley must be located a minimum of ~~ten~~(10) feet from the property line. A garage or carport entered parallel to an alley may be placed on the rear property line; provided sight distances are maintained.
- b. Maneuvering areas shall be provided so that no vehicle is obliged to back out of a parking stall onto the street, except into neighborhood collector and local access streets within the R-1/5, RLI, R-4, R 4-8, and R 6-12 use districts, or where approved by the City Engineer.

4. Parking Surface. All parking, maneuvering, and driving areas must be paved and designed to meet drainage requirements. Approved pervious surfaces may be used.

5. Landscaping. Parking areas shall be landscaped according to the requirements of Chapter [18.36](#).

6. Wheel Stop, Overhang. Appropriate wheel and bumper guards shall be provided to protect landscaped areas, to define parking spaces and to clearly separate the parking area from any

abutting street rights-of-way and property lines. Vehicles may overhang landscaped areas up to two (2) feet when wheel stops or curbing is provided.

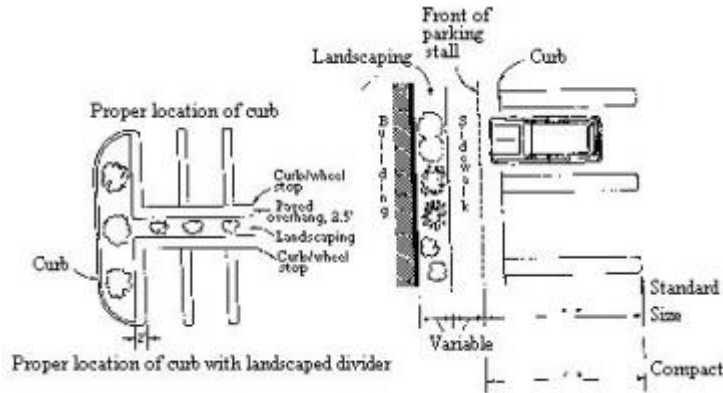


FIGURE 38-6

7. Contiguous parking lots shall not exceed one (1) acre in size. Parking lots exceeding one (1) acre in size shall be separated by a minimum ten (10) foot wide landscaped strip. This strip is in addition to interior and perimeter landscaping and may be used for stormwater management or pedestrian access.
8. Structured Parking Dimensions. Structured parking facilities may be designed to the general design standards found in Figures 38-4 and 38-5 above, Figure 38-7 below, or to the following structured parking design standard. Within parking structures, small spaces shall not exceed 30% of spaces within each structure.

	Small Space Dimension	Standard Dimensions
Standard Stall Width	8-foot	9-foot
Standard Stall Depth	16-foot	16-foot
Standard Aisle Width	24-foot	24-foot
Standard Wall-to-Wall	57-foot	57-foot

**Section 10. Amendment of OMC 18.40.060(C). Olympia Municipal Code Subsection 18.40.060(C) is hereby amended to read as follows:**

- C. Fences/Hedges, Walls and Site Perimeter Grading. It shall be the responsibility of property owners to ensure fences are within property lines and that a building permit is obtained when required. "Fences" as used in this section includes walls and similar above-grade unenclosed structures forming a continuous or nearly continuous line or row exceeding six feet in length. Also see definition, OMC 18.02.180-(F). ~~For this section only, any portion of a special purpose lot, tract or parcel, such as a stormwater or tree tract, which is within ten feet of any public street right-of-way shall be a "front yard," and all other yards shall be defined as if such tract were a buildable lot.~~

For the purpose of fencing, the front yard is considered to be the first 10 feet of any lot, tract, or parcel that abuts a public street or right of way, excluding alleys. Corner lots adjacent to two public rights of way shall have a front yard and a flanking side yard.

1. Fence Heights:

a. Fences, when located within a required yard, shall not exceed the following height limits:

- a.i. Front yard = 48" (4'-0");
- b.ii. Side yards = 72" (6'-0"), Flanking side yards = 72" (6'-0");
- c.iii. Rear yards = 72" (6'-0");
- d.iv. Clear Sight Triangle = 30" (2'-6").

b. Agricultural uses. Rear and side yard fences for legally established agricultural uses may be permitted to a maximum height of eight feet from the ground; provided, at a minimum, the portion of the fence above six feet is composed of a fence material that is of a deer fence-type design.

Examples of deer fence designs include wire with rectangular openings generally four inches by four inches in size. Additionally, the eight-foot fences shall not be constructed of chain link or chicken wire.

c. Gardens. Front yard fences surrounding a defined garden bed may be permitted to a maximum height of eight feet from the ground and shall be composed of a fence material that is of a deer fence-type design.

Examples of deer fence designs include wire with rectangular openings generally four inches by four inches in size. Additionally, the eight-foot fences shall not be constructed of chain link or chicken wire.

For purposes of this section, a front yard shall not exceed ~~ten~~ 10 feet in depth, regardless of any other provision found in this Title.

2. Fence height is measured to the top of the fence, excluding posts. Point of ground measurement shall be the high point of the adjacent final grade.
3. Fences, walls, and hedges are permitted within all yard areas provided that regardless of yard requirements, no closed gate, garage door, bollard or other feature shall obstruct a driveway or other motor vehicle private ingress within ~~twenty~~ (20) feet of a street right-of-way nor obstruct automobile views exiting driveways and alleys (see clear vision triangle). This 20-foot requirement is not applicable within the downtown exempt parking area as illustrated at Figure 38-2. Additional exceptions may be granted in accordance with OMC 18.38.220(A)(2).
4. Front yard fences, of any common areas, such as tree, open space, park, and stormwater tracts, must be a minimum of ~~twenty five~~ (25) percent unobstructed, i.e., must provide for visibility through the fence.
5. Fence pillars, posts, and similar features may project a maximum of two ~~(2)~~ feet above maximum fence height.
6. Site Perimeter Grading. Within required yard areas, no single retaining wall (nor combination of walls within five horizontal feet of each other) shall exceed a height of 30 inches as measured from the lowest adjacent grade, nor shall any modification of grades or combination of retaining walls result in grade changes exceeding 30 inches within five feet of a property line nor 60 inches within 10 feet of an existing or proposed property line.

7. An administrative exception may be approved by the Department to exceed maximum fence height and other provisions of these standards ~~under~~ where all of the following conditions exist.
- a. Variation of existing grade on either side of the fence results in a fence lower than the maximum height as measured from the highest point of grade within five (5) feet of either side of the fence; or other special circumstances relating to the size, shape, topography, location, or surroundings of the subject property warrant an exception to permit a fence comparable with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located;
  - b. The special conditions and circumstances do not result from the actions of the applicant;
  - c. Granting of the exception will not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and zone in which the property is located;
  - d. The granting of the exception will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which subject property is situated; and
  - e. The exception is the minimum necessary to provide the rights and privileges described above.

~~f. Rear and side yard fences for legally established agricultural uses may be permitted to a maximum height of eight feet from the ground; provided, at a minimum, the portion of the fence above six feet is composed of a fence material that is of a deer fence type design.~~

~~Examples of deer fence designs include wire with rectangular openings generally four inches by four inches in size. Additionally, the eight foot fences shall not be constructed of chain link or chicken wire.~~

~~g. Front yard fences surrounding a defined garden bed may be permitted to a maximum height of eight feet from the ground and shall be composed of a fence material that is of a deer fence type design.~~

~~Examples of deer fence designs include wire with rectangular openings generally four inches by four inches in size. Additionally, the eight foot fences shall not be constructed of chain link or chicken wire.~~

Applications for additional fence height or other exceptions shall include ~~a letter or form explaining an explanation of~~ the exception sought and its purpose ~~of~~; and fence illustrations and plan drawing that depicts proposed fence location and height, other structures, landscaping, and proposed grades in relation to existing grades.

[NOTE: A building permit is required for all fences exceeding ~~six (6) seven~~ feet in height. Fences and hedges may exceed maximum heights if located outside of required yards. But see Design Guidelines.]

8. Hedges. Hedges are allowed in all required yard areas subject to the following maximum height limits:
- a. Front yard = 48" (4'0")

- b. Side yard, Flanking side yard = Unlimited
- c. Rear yard = Unlimited

[Note: Clear Sight Triangle = 30" (2'-6"), see OMC Section 18.40.060.(C)]

9. Barbed and/or razor wire fences. No person or persons being the owner of or agent for or in possession and control of any property within the city limits shall construct or permit to exist any fence around or in front of such premises, consisting wholly or partially of barbed and/or razor wire, except to provide security at a government-owned property or privately owned utility where security for the property is mandated by law; provided that the provisions of this section shall only extend to fences that are within ~~ten~~(10) feet of a street or alley or other public place within the City.
10. Electric fences. It is unlawful to erect or install or maintain any electric fence within the city limits except for low-voltage, solar fences installed atop a ~~six~~-foot non-electric fence for the purposes of protecting farms or agricultural animals. "Electric fence" means any fence with above-ground electric conductors carrying electric current supplied by batteries, commercial power or any other source of electricity, erected for the purpose of retaining or excluding any animals, livestock, or persons.

**Section 11. Amendment of OMC 18.78.020. Olympia Municipal Code Section 18.78.020, Table 78-1, is hereby amended to read as follows:**

<b>TABLE 78-1 CITY OF OLYMPIA - PUBLIC NOTIFICATION</b>				
<b>PROCESS</b>	<b>APPLICATION TYPE</b>	<b>NOTICE TYPES</b>	<b>WHEN</b>	<b>WHO</b>
CONCEPTUAL DESIGN REVIEW	Multifamily/Commercial in DR districts/Master Planned Development	Mail	Public Meeting 10 Days	PO RNA PR
SEPA	Environmental Checklist	Mail	Notice of Application	PO RNA PR Agencies
		Post site Mail Notify Paper	SEPA Threshold Determination	PO RNA PR Agencies
<u>SEPA, when using the Optional DNS Process</u>	<u>Environmental Checklist</u>	<u>Mail</u> <u>Post Site</u> <u>Notify</u> <u>Paper</u>	<u>Notice of Application/ notice of anticipated SEPA Threshold Determination</u>	<u>PO RNA PR Agencies</u>
		<u>Mail</u>	<u>Final Threshold Determination</u>	<u>PR Agencies</u>
SUBDIVISIONS	Short Plats	Post Site	Application	
HEARING EXAMINER	Subdivision Variance Rezone Conditional Use Master Planned Development	Post Site Mail Publish in Paper	Public Hearing - 10 days	PO RNA PR

**TABLE 78-1  
CITY OF OLYMPIA - PUBLIC NOTIFICATION**

<b>PROCESS</b>	<b>APPLICATION TYPE</b>	<b>NOTICE TYPES</b>	<b>WHEN</b>	<b>WHO</b>
	Conditional Use - Wireless Communications Facility	Post Site Mail Publish in Paper	Public Hearing - 30 days	PO RNA PR
		Mail	Decision	RNA PR
SHORE LANDS	Substantial Development Permit	Post Site Mail	Public Hearing - 15 days	PO RNA PR
		Publish in Paper Mail	Decision	RNA PR
LAND USE REVIEW	Multifamily Commercial Industrial Master Planned Development	Mail	Meeting - 5 days	RNA PR
			Decision	RNA PR
DETAILED DESIGN REVIEW	Multifamily/Commercial Master Planned Development	Mail	Public Meeting 10 days	RNA PR
		Mail	Decision	RNA PR
APPEALS	Administrative to Hearing Examiner	Post Site Mail	Open Hearing - 10 Days	RNA PR
	Hearing Examiner to City Council OCC	Mail	Closed Hearing 10 Days	PR RNA
ANNEXATION	10 Percent Notice of Intent	Mail	Public Meeting 10 days	PO RNA PR
	50/60 Percent Petition	Mail Post Publish in Paper	Public Hearing - 10 days	PO RNA PR
COMPREHENSIVE PLAN AMENDMENT/ZONING MAP AMENDMENT	Proposal	Mail Publish in Paper	Proposal Availability	RNA
	Application	Mail Publish in Paper	Public Hearing - 10 days	PO RNA PR

**LEGEND**

PO = Property Owner within 300 feet of site  
RNA = Recognized Neighborhood Associations  
PR = Parties of Records on File with the Case

**Section 12. Amendment of OMC 18.75.020(A). Olympia Municipal Code Subsection 18.75.020(A) is hereby amended to read as follows:**

- A. Administrative Decision. Administrative decisions regarding the approval or denial of the following applications or determinations/interpretations may be appealed to the Hearing Examiner within ~~fourteen (14) days, or twenty-one (21) days if issued with a SEPA threshold determination including a comment period,~~ of the final staff decision using procedures outlined below and in OMC Chapter [18.82](#), Hearing Examiner (Refer to [OMC 18.72.080](#) for other appeal authorities).
1. All Administrative Interpretations/Determinations
  2. Boundary Line Adjustments
  3. Home Occupation Permits
  4. Preliminary Short Plats
  5. Preliminary SEPA Threshold Determination (EIS required)
  6. Shoreline Exemptions and staff-level substantial development permits
  7. Sign Permits
  8. Variances, Administrative
  9. Building permits
  10. Engineering permits
  11. Application or interpretations of the Building Code
  12. Application or interpretations of the Housing Code
  13. Application or interpretations of the ~~Uniform~~ Fire Code
  14. Application or interpretations of the ~~Uniform~~ Code for the Abatement of Dangerous Buildings
  15. Application and interpretations of the ~~Uniform~~ Code for Building Conservation
  16. Land Use (Director) decisions
  17. Administrative decisions on impact fees
  18. A recommendation to Thurston County to deny a permit to repair or replace existing, failing on-site septic systems that meet the criteria set forth in OMC [13.08.020\(2\)](#), as required by RCW [35.21.940](#)
  19. Appeals of Drainage Manual Administrator decisions
  20. Appeals of the requirements of the Engineering Design and Development Standards, including appeals to deviation request decisions made under Chapter 1 of such Standards.



**Section 13. Amendment of OMC 18.75.020(B). Olympia Municipal Code Subsection 18.75.020(B) is hereby amended to read as follows:**

B. SEPA.

1. The City establishes the following administrative appeal procedures under RCW [43.21C.075](#) and WAC [197-11-680](#):
  - a. Any agency or person may appeal the City's conditioning, lack of conditioning or denial of an action pursuant to WAC Chapter [197-11](#). All such appeals shall be made to the Hearing Examiner and must be filed within seven (~~7~~) days after the comment period, ~~before the threshold decision has expired~~ except when using the Optional SEPA Process which requires a 14- or 21-day appeal period as outlined in WAC 197-11-340-355. This appeal and any other appeal of a land use action shall be considered together.
  - b. The following threshold decisions or actions are subject to timely appeal.
    - i. Determination of Significance. Appeal of a determination of significance (DS) or a claim of error for failure to issue a DS may only be appealed to the Hearing Examiner within that ~~fourteen (14)~~ day period immediately following issuance of such initial determination.
    - ii. Determination of Nonsignificance or Mitigated Determination of Nonsignificance. Conditions of approval and the lack of specific conditions may be appealed to the Hearing Examiner within seven (~~7~~) calendar days after the SEPA comment period expires; except when SEPA Determination is combined with a project decision in which case appeals should follow OMC 18.175.020(C)(1) which allows for a 21-day appeal period.
    - iii. Environmental Impact Statement. A challenge to a determination of adequacy of a Final EIS may be heard by the Hearing Examiner in conjunction with any appeal or hearing regarding the associated project permit. Where no hearing is associated with the proposed action, an appeal of the determination of adequacy must be filed within ~~fourteen (14)~~ days after the ~~thirty (30)~~ day comment period has expired.
    - iv. Denial of a proposal. Any denial of a project or non-project action using SEPA policies and rules may be appealed to the Hearing Examiner within seven (~~7~~) days following the final administrative decision.
  - c. For any appeal under this subsection the City shall keep a record of the appeal proceedings, which shall consist of the following:
    - i. Findings and conclusions; and
    - ii. Testimony under oath; and
    - iii. A taped or written transcript.
  - d. Any procedural determination by the City's responsible official shall carry substantial weight in any appeal proceeding.
2. The City shall give official notice under WAC [197-11-680\(5\)](#) whenever it issues a permit or approval for which a statute or ordinance establishes a time limit for commencing judicial appeal. See ~~Chapter~~ [18.78 OMC](#), Public Notification.

**Section 14. Amendment of OMC 18.100.060(A). Olympia Municipal Code Subsection 18.100.060(A) is hereby amended to read as follows:**

A. The following projects are subject to design review:

1. Projects within designated design review districts and corridors, as shown on the Official Design Review Map (See OMC-Section [18.100.080](#));
2. Commercial projects adjacent to residential zones;
3. Commercial or residential projects for Heritage Register properties or those within an historic district;
4. Projects with a building area greater than 5,000 square feet that require a Conditional Use Permit in a residential zone;
5. Multifamily projects;
6. Single family housing, including designated manufactured homes, on lots less than 5,000 square feet or on substandard lots;
7. Dwellings proposed on lots within the area depicted on Figure 4-2a, "Areas Subject to Infill Regulations";
8. Master Planned Developments;
9. Manufactured housing parks;
10. Duplexes, triplexes, fourplexes, townhouses, accessory dwelling units, and cottage housing;
11. All projects within scenic vistas as identified on the official maps of the City (See OMC Section [18.100.110](#)); and,
- ~~12. Signs within designated design review districts and corridors or associated with a project that is subject to design review.~~
13. For the purpose of design review, projects within one of the Downtown Design Sub-Districts will be reviewed for consistency with the criteria in OMC Chapter [18.120](#) only.

**Section 15. Olympia Municipal Code.** Copies of the Olympia Municipal Code are and shall be retained on file with the office of the City Clerk.

**Section 16. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 17. 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 18. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 19. Effective Date.** This Ordinance shall take effect five (5) days after publication, as provided by law.

\_\_\_\_\_  
MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**

Mark Barber  
\_\_\_\_\_  
CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**

# Amendments to the Olympia Municipal Code (OMC) for Consideration in 2022

The City of Olympia is proposing amendments to the Olympia Municipal Code. The proposal includes multiple chapters in Title 18 (Unified Development Code), and changes to Title 16 (Buildings and Construction), Title 15 (Impact Fees), and Title 14 (Environmental Protection).

Each Title has Chapters, each Chapter has sections, and most sections have subsections. Headers have been used to identify which **Title** and **Chapter** is proposed for revision. Each proposal is separately numbered and identified with a **bold blue heading**. A brief explanation of why the amendment is proposed is provided *in italics*. Proposed amendments are shown at the subsection level of each section of the chapter. Each proposal includes a link to the section of the code proposed for amendment.

The complete existing code can be viewed online at:

<https://www.codepublishing.com/WA/Olympia/?OlympiaNT.html>

Existing and unchanged code language is shown in regular text (with hyperlinks in the existing code shown in blue underlined text). Proposed new text is shown as red and underlined text. Text that is proposed to be deleted is shown in ~~red and strikethrough text~~.

## TITLE 18 – UNIFIED DEVELOPMENT CODE

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### OMC Chapter – 18.04, Residential Districts

#### **Proposal #1 - 18.04.060.A, Residential Districts' Use Standard**

*Why this is proposed: Planning staff is often asked about attaching a covered porch on an ADU. The City code states that the size of the ADU is based on “gross floor area” of the ADU itself. The code defines gross floor area as “The area included within the surrounding exterior finished wall surface of a building or portion thereof, exclusive of courtyards.” Under the current code, any attachments to an ADU that are not part of the gross floor area are allowed, as long as the lot coverages of the underlying zoning district are met. The proposed language would state that while covered spaces are allowed, such spaces shall not be enclosed, nor may they exceed 120 sq. ft. in size. The intent is to keep ADUs accessory and subordinate to the primary use.*

#### 18.04.060 Residential districts' use standards

##### A. ACCESSORY DWELLING UNITS (ADU).

Accessory dwelling units (ADU) are permitted in all residential districts subject to the following requirements:

1. Number. One (1) ADU shall be allowed per residential lot in conjunction with any detached single-family structure. (See Section 18.04.080(A)(3) regarding ADUs in new subdivisions.)
2. Location. The ADU shall be permitted as a second dwelling unit added to, created within, or detached from the original dwelling. The ADU shall be oriented in a way that maintains, to the extent practical, the privacy of residents in adjoining dwellings. (See Chapters 18.100, Design Review and 18.175, Infill and Other Residential.)

3. Size. The ADU shall have a gross floor area of no more than eight hundred fifty (850) square feet. Covered porches or patios (or similar covered spaces) do not count toward the gross floor area of the ADU but are limited to a total of 120 square feet in size for each ADU and may not be enclosed.
4. Accessory Dwelling Units may be attached to accessory structures such as a garage or shop building. In such circumstances, the ADU may be up to 850 square feet in size and the accessory structure may be up to eight hundred square feet in size (or larger if the underlying zoning district allows or a conditional use permit for a large garage has been approved).
5. Occupancy. No more than one (1) family (as defined in Chapter [18.02](#), Definitions) shall be allowed to occupy an ADU.
6. Existing ADUs. Accessory dwellings created prior to the enactment of these regulations, June 19, 1995, may be approved subject to applicable requirements. If the owner of an existing unauthorized ADU applies to make the unit legal, but cannot meet all of the standards, the owner will be allowed a "grace period" of six months from date of application to comply with applicable standards. However, where health and safety is an issue, the Building Official will determine when the necessary modifications must be made. If the owner cannot meet the standards, the unauthorized accessory unit must be removed or its use as a dwelling must be suspended.
7. Deviation From Requirements. The Director or the Director's designee may allow deviation from the requirements of this section (18.04.060(A)) as follows:
  - a. To allow use of the entirety of a single floor in a dwelling constructed two (2) or more years prior to the date of application in order to efficiently use all floor area; and
  - b. To enable ADUs to be established in structures constructed prior to June 19, 1995, which are located in rear or side setbacks, provided that ~~Uniform~~-Building Code requirements and the Development Standards contained in Section [18.04.080](#) are met. [NOTE: See Chapters [18.100](#), Design Review and 18.175, Infill and Other Residential for applicable design guidelines.]

## **Proposal #2 - 18.04.060.B, Residential Districts' Use Standard**

*Why this is proposed: Accessory structures are detached structures for a variety of uses, such as garages, sheds or storage, shops, the pursuit of hobbies, or similar uses. The current code limits detached structures to 800 square feet in most residential areas but does allow detached garages to exceed that size upon approval of a conditional use permit (CUP). The CUP is a "hearing upon request" process. Since 2007 the city has issued 19 large garage CUPs. None were requested to go through a hearing. 7 of the 19 permitted large garages were 1200 square feet in size or smaller. The 19 applications were all approved, with no conditions specific to the size of the garage. These amendments are proposed to:*

1. Clarify that the standards for garages and carports are the same, whether the structure is enclosed or not.
2. Add requirements for detached garages and structures to be designed so the appearance of the building remains consistent with the primary structure.
3. Increase the size for when garages and carports (not all accessory structures) need a CUP from 800 to 1,200 square feet. Add a requirement for detached garages over 1200 square feet in size to meet the garage standards in the Infill and Other Residential design review chapter.

## 18.04.060 Residential districts' use standards

### B. ACCESSORY STRUCTURES.

Accessory structures are detached structures and are permitted in all residential districts subject to the following requirements:

1. Time of Establishment. Accessory structures shall not be built prior to commencing construction of the main building on the lot. However, lots may be created which contain an accessory structure (without an associated primary use) constructed prior to submission of the subdivision application.
2. Subordination to Primary Use. Accessory structures shall be clearly incidental and subordinate to the use of the lot (e.g., structures used for storage of personal property or the pursuit of hobbies) or used for agricultural purposes. In residential districts with a maximum density of twelve units or less per acre each accessory structure shall not exceed eight hundred (800) square feet in size, except for:
  - a. structures accessory to an agricultural use which are located on a parcel one (1) acre or larger in size.
  - b. garages and carports as described below.
3. ~~GDetached garages and carports. Private garages and carports~~ shall meet the following standards:
  - a. ~~GaragesThey~~ shall not exceed a total of ~~eight-twelve~~ hundred (~~812~~00) square feet of floor space per dwelling unit, unless approved as a conditional use.
  - b. Must be designed so the appearance of the building remains consistent with the primary structure by including addressing the following:
    - i. Similar materials and colors as the primary use;
    - ii. A roof of equal or greater type or pitch similar to as the primary use;
  - c. ~~GDetached garages or carports~~ exceeding ~~eight-twelve~~ hundred (~~812~~00) square feet per dwelling unit may be permitted as conditional uses in the districts specified in Table 4.01 provided that they will not be adverse to the public interest and are compatible with the surrounding neighborhood. The criteria for garages/carports outlined above in OMC 18.04.060.b.3 and 18.175.060 must be met. The ~~Hearing Examiner~~approval authority shall establish a maximum size for garages receiving conditional use approval. See Section 18.04.080.
4. See Section 18.04.060(P)(4) regarding accessory structures in mobile home/manufactured home parks.

## OMC Chapter – 18.38, Parking and Loading

### Proposal #3 – 18.38.080.B, Administrative Modifications

Why this is proposed: The code references an application fee for requests to modify parking standards. Such

*requests are allowed under the code in certain instances and are determined as part of the Land Use Review process. A separate fee is not required and is not included on the City's fee schedule.*

#### 18.38.080 Administrative Modifications

B. Administrative Modifications. A modification to increase or decrease the number of required parking spaces within the range of ten percent to forty percent shall be considered by the Director at the request of the project applicant. The project applicant shall present any modification request ~~including application fee~~, and any evidence and reports, prior to any final, discretionary approvals, such as land use approval, environmental review, or construction permits.

1. The general criteria for an administrative modification request are:
  - a. Modification requests may be granted based on the effectiveness of proposed transportation demand management strategies, significance and magnitude of the proposed modification, and compliance with this chapter.
  - b. Modification requests may be denied or altered if the Director has reason to believe based on experience and existing development practices that the proposed modification may lead to excessive or inadequate parking or may inhibit or prevent regular and intended functions of either the proposed or existing use, or adjacent uses.
2. Submittal Requirements. A report shall be submitted by the applicant providing the basis for more or less parking and must include the following:
  - a. For modification requests of up to twenty percent:
    - i. Describe site and use characteristics, specifically:
      - (A) Site accessibility and proximity to transit infrastructure and transit times;
      - (B) Site accessibility and proximity to bicycle and pedestrian infrastructure;
      - (C) Shared and combined parking opportunities; and
      - (D) Employee or customer density and transportation usage and patterns.
    - ii. Describe and demonstrate alternative transportation strategies such as carpooling, flexible work schedules, telecommuting, or parking fees, if used;
    - iii. Demonstrate compliance with commute trip reduction measures as required by state law, if applicable;
    - iv. Identify possible negative effects on adjacent uses and mitigation strategies, if applicable; and
  - b. For modification requests greater than twenty percent and up to forty percent:
    - i. Provide the contents of a twenty percent or less request;
    - ii. If increasing, provide a parking demand study prepared by a transportation engineer licensed in the state of Washington, which supports the need for more parking; or

iii. If decreasing, show that the site is or within six months of occupancy will be within a one-quarter-mile walk to transit service verified by Intercity Transit, and that the site is more than 300 feet from a single-family residential zone.

3. To mitigate the need for motor vehicle parking or to minimize hard surfaces, the Director may require measures, such as more efficient parking geometrics and enhanced bicycle parking and pedestrian amenities. As a condition of approval of any increase in motor vehicle parking, at minimum the Director shall require the compliance with the provisions below. Any exceptions shall be based on site and project constraints identified and described in the approval.

- a. Double the amount of required interior landscaping for that area of additional parking. This additional area may be dispersed throughout the parking area. Fifty (50) percent of this requirement may be in the form of parking spaces surfaced with a driveable planted pervious surface, such as 'grasscrete' or 'turfblock.'
- b. Without unduly compromising other objectives of this Chapter, ninety (90) percent of the parking area shall be located behind a building. Any parking area along a flanking street shall have added landscaping and a superior design to strengthen pedestrian qualities, such as low walls, arcades, seating areas, and public art.
- c. Any preferential parking shall be located near primary building entrances for employees who ride-share.
- d. In locations where bus service is provided, the applicant shall install a transit shelter meeting Intercity Transit standards if none is available within six hundred (600) feet of the middle of the property abutting the right-of-way. Alternative improvements may be accepted if supported by Intercity Transit's Director.

#### **Proposal #4 - 18.38.100.A, Vehicular and Bicycle Parking Standards**

*Why this is proposed:* The city code does not provide a minimum parking space size for parking spaces that are not in a parking lot or right of way. Staff is periodically asked what amount of space is required for parking in driveways on a residential lot. Additionally, if someone would like to add a parking space at their home, staff would like to be able to provide consistent information about the size and related stormwater requirements.

##### 18.38.100 Vehicular and Bicycle Parking Standards

A. Required Vehicular and Bicycle Parking. A minimum number of bicycle parking spaces are required as set forth in Table 38-01 below. The specific number of motor vehicle parking spaces set forth in Table 38-01 must be provided, however the project proponent may increase or decrease by ten percent (10%) automatically. This is not exclusive of other modifications as outlined elsewhere in the chapter.

Residential uses, when parking is on site and not located in a parking lot, shall provide parking space(s) that are at least eight (8) feet wide by eighteen (18) feet in length.

#### **Proposal #5 – 18.38.220, Design Standards - General**

*Why this is proposed:* Planners who work on project review have asked for additional clarification around driveway requirements and allowances. The proposed amendments address setback from property lines, driveway width, and surfacing materials.



[18.38.220](#) Design standards-General

Off-street parking facilities shall be designed and maintained in accordance with the standards hereunder, provided that up to 30% of parking stalls may be small spaces as described in section B. In the alternative, an applicant may propose and, if providing equal or better function, the Director may approve alternative parking geometrics consistent with the most recent specific standards promulgated by the Institute of Transportation Engineers or the National Parking Association.

A. General Requirements. Also see the specific zone district design standards of OMC [18.38.240](#).

1	2 SW	3 WP	4 VPW	5 VPi	6 AW	7 W2	8 W4
Parking Class	Basic Stall Width (ft)	Stall Width Parallel to Aisle (ft)	Stall Depth to Wall (ft)	Stall Depth to Interlock (ft)	Aisle Width (ft)	Modules Wall-to-Wall (ft)	Modules Interlock to Interlock (ft)
A	2-Way Aisle-90° 9.00	9.00	17.5	17.5	24	59	59
A	2-Way Aisle-60° 9.00	10.4	18.0	16.5	24	60	57
A	1-Way Aisle-75° 9.00	9.3	18.5	17.5	20	57	55
A	1-Way Aisle-60° 9.00	10.4	18.0	16.5	16	52	49
A	1-Way Aisle-45° 9.00	16.5	16.5	14.5	13	46	42

STANDARD PARKING DIMENSIONS  
FIGURE 38-4

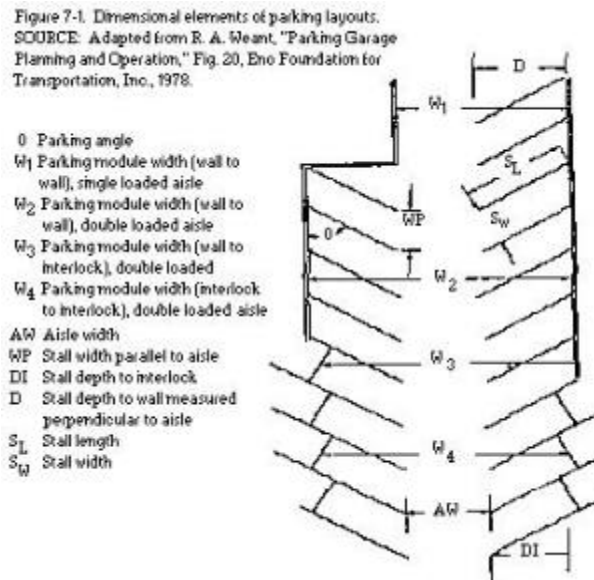


FIGURE 38-5

1. 1. Driveways:

- a. Approaches. Driveway approaches and curb cuts within public rights-of-way shall be located and designed in accordance with the City's current Engineering Design and Development Standards.
- b. For residential driveways once the driveway is outside of the public right of way, the provisions below apply.
  - i. Setback. A driveway may be located within any required setback.
  - ii. Width. All driveways shall meet the access width requirements of the Fire Department (see OMC 16.32.050).
  - iii. Surfacing. A gravel surface driveway may be allowed for a single-family residence for that portion of the driveway that is more than seventy-five (75) feet from the right of way line where access is provided. Any driveway approved for a gravel surface shall include a paved apron in front of the garage automobile door entrance extending a minimum depth of eighteen (18) feet and at least the width of the garage door.

2. Ingress/Egress Requirements.

- a. The Director, or designee, and after appropriate traffic study, including consideration of total parcel size, frontage on thoroughfares, uses proposed and other vicinity characteristics, shall have the authority to fix the location, width and manner of approach of a vehicular ingress and egress from a building or parking area to a public street and to alter existing ingress or egress as may be required to control street traffic in the interest of public safety and general welfare.
- b. Generally, but not in all cases, the internal circulation system and the ingress and egress to commercial or multifamily developments from an access street shall be so designed that the principal point of automobile cross-traffic on the street occurs at only one point--a point capable of being channelized for turning movements. Access shall be shared with adjoining parcels by placing ingress/egress points on shared lot lines, wherever safe and practical. Where parcels are bounded by more than a single street, generally, but not in all cases, access shall be provided only from the street having the lowest classification in the hierarchy of streets as established in the Engineering Design and Development Standards.

3. Maneuvering Areas.

- a. All maneuvering areas, ramps, access drives, etc. shall be provided on the property on which the parking facility is located; however, if such facility adjoins an alley, such alley may be used as a maneuvering area. A garage or carport entered perpendicular to an alley must be located a minimum of ten (10) feet from the property line. A garage or carport entered parallel to an alley may be placed on the rear property line; provided sight distances are maintained.

- b. Maneuvering areas shall be provided so that no vehicle is obliged to back out of a parking stall onto the street, except into neighborhood collector and local access streets within the R-1/5, RLI, R-4, R 4-8, and R 6-12 use districts, or where approved by the City Engineer.
- 4. Parking Surface. All parking, maneuvering, and driving areas must be paved and designed to meet drainage requirements. Approved pervious surfaces may be used.
- 5. Landscaping. Parking areas shall be landscaped according to the requirements of Chapter [18.36](#).
- 6. Wheel Stop, Overhang. Appropriate wheel and bumper guards shall be provided to protect landscaped areas, to define parking spaces and to clearly separate the parking area from any abutting street rights-of-way and property lines. Vehicles may overhang landscaped areas up to two (2) feet when wheel stops or curbing is provided.

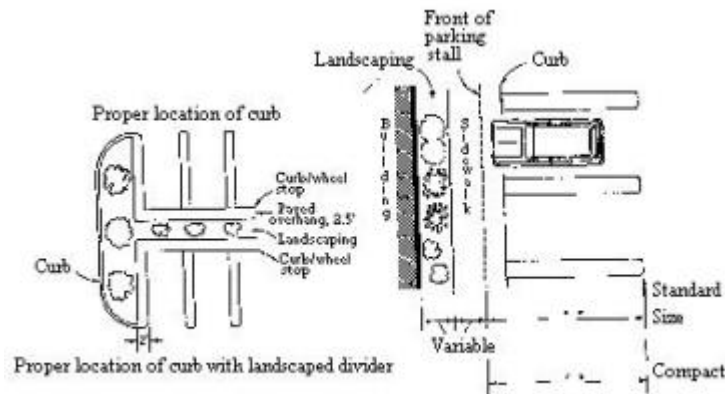


FIGURE 38-6

- 7. Contiguous parking lots shall not exceed one (1) acre in size. Parking lots exceeding one (1) acre in size shall be separated by a minimum ten (10) foot wide landscaped strip. This strip is in addition to interior and perimeter landscaping and may be used for stormwater management or pedestrian access.
- 8. Structured Parking Dimensions. Structured parking facilities may be designed to the general design standards found in Figures 38-4 and 38-5 above, Figure 38-7 below, or to the following structured parking design standard. Within parking structures, small spaces shall not exceed 30% of spaces within each structure.

	Small Space Dimension	Standard Dimensions
Standard Stall Width	8-foot	9-foot
Standard Stall Depth	16-foot	16-foot
Standard Aisle Width	24-foot	24-foot
Standard Wall-to-Wall	57-foot	57-foot

## OMC Chapter – 18.40, Property Development and Protection Standards

### Proposal #6 - 18.40.060, General Standards

*Why this is proposed:* Staff have often interpreted this section of code differently and have asked that it be modified so it is clear and will be applied consistently. Flanking streets are side yards of a corner lot that abut a street or non-alley public right of way. The current code language about fences adjacent to flanking streets is confusing to the public and is not always applied consistently by staff. The text should be improved for clarity. The changes below would implement the way staff have been interpreting this code section for several years.

#### 18.40.060.C – Fences/Hedges, Walls and Site Perimeter Grading.

- C. Fences/Hedges, Walls and Site Perimeter Grading. It shall be the responsibility of property owners to ensure fences are within property lines and that a building permit is obtained when required. "Fences" as used in this section includes walls and similar above-grade unenclosed structures forming a continuous or nearly continuous line or row exceeding six feet in length. Also see definition, OMC 18.02.180.F. ~~For this section only, any portion of a special purpose lot, tract or parcel, such as a stormwater or tree tract, which is within ten feet of any public street right-of-way shall be a "front yard," and all other yards shall be defined as if such tract were a buildable lot.~~

For the purpose of fencing, the front yard is considered to be the first ten feet of any lot, tract, or parcel that abuts a public street or right of way, excluding alleys. Corner lots adjacent to two public rights of way shall have a front yard and a flanking side yard.

#### 1. 1.—Fence Heights:

- a. Fences, when located within a required yard, shall not exceed the following height limits:

ia. Front yard = 48" (4'-0");

ijb. Side yards = 72" (6'-0"), Flanking side yards = 72" (6'-0");

iiie. Rear yards = 72" (6'-0");

ivd. Clear Sight Triangle = 30" (2'-6").

- b. Agricultural uses. Rear and side yard fences for legally established agricultural uses may be permitted to a maximum height of eight feet from the ground; provided, at a minimum, the portion of the fence above six feet is composed of a fence material that is of a deer fence-type design.

Examples of deer fence designs include wire with rectangular openings generally four inches by four inches in size. Additionally, the eight-foot fences shall not be constructed of chain link or chicken wire.

- c. Gardens. Front yard fences surrounding a defined garden bed may be permitted to a maximum height of eight feet from the ground and shall be composed of a fence material that is of a deer fence-type design.

Examples of deer fence designs include wire with rectangular openings generally four inches by four inches in size. Additionally, the eight-foot fences shall not be constructed of chain link or chicken wire.

For purposes of this section, a front yard shall not exceed ten feet in depth, regardless of any other provision found in this Title.

2. Fence height is measured to the top of the fence, excluding posts. Point of ground measurement shall be the high point of the adjacent final grade.
3. Fences, walls, and hedges are permitted within all yard areas provided that regardless of yard requirements, no closed gate, garage door, bollard or other feature shall obstruct a driveway or other motor vehicle private ingress within twenty (20) feet of a street right-of-way nor obstruct automobile views exiting driveways and alleys (see clear vision triangle). This 20-foot requirement is not applicable within the downtown exempt parking area as illustrated at Figure 38-2. Additional exceptions may be granted in accordance with OMC [18.38.220\(A\)\(2\)](#).
4. Front yard fences, of any common areas, such as tree, open space, park, and stormwater tracts, must be a minimum of twenty-five (25) percent unobstructed, i.e., must provide for visibility through the fence.
5. Fence pillars, posts, and similar features may project a maximum of two (2) feet above maximum fence height.
6. Site Perimeter Grading. Within required yard areas, no single retaining wall (nor combination of walls within five horizontal feet of each other) shall exceed a height of 30 inches as measured from the lowest adjacent grade, nor shall any modification of grades or combination of retaining walls result in grade changes exceeding 30 inches within five feet of a property line nor 60 inches within 10 feet of an existing or proposed property line.
7. An administrative exception may be approved by the Department to exceed maximum fence height and other provisions of these standards ~~under~~ where all of the following conditions exist.
  - a. Variation of existing grade on either side of the fence results in a fence lower than the maximum height as measured from the highest point of grade within five (5) feet of either side of the fence; or other special circumstances relating to the size, shape, topography, location, or surroundings of the subject property warrant an exception to permit a fence comparable with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located;
  - b. The special conditions and circumstances do not result from the actions of the applicant;
  - c. Granting of the exception will not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and zone in which the property is located;
  - d. The granting of the exception will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which subject property is situated; and

e. The exception is the minimum necessary to provide the rights and privileges described above.

f. ~~Rear and side yard fences for legally established agricultural uses may be permitted to a maximum height of eight feet from the ground; provided, at a minimum, the portion of the fence above six feet is composed of a fence material that is of a deer fence type design.~~

~~Examples of deer fence designs include wire with rectangular openings generally four inches by four inches in size. Additionally, the eight foot fences shall not be constructed of chain link or chicken wire.~~

g. ~~Front yard fences surrounding a defined garden bed may be permitted to a maximum height of eight feet from the ground and shall be composed of a fence material that is of a deer fence type design.~~

~~Examples of deer fence designs include wire with rectangular openings generally four inches by four inches in size. Additionally, the eight foot fences shall not be constructed of chain link or chicken wire.~~

Applications for additional fence height or other exceptions shall include an explanation of letter or form explaining the exception sought and its purpose ~~of~~; and fence illustrations and plan drawing that depicts proposed fence location and height, other structures, landscaping, and proposed grades in relation to existing grades.

[NOTE: A building permit is required for all fences exceeding seven (7)~~six (6)~~ feet in height. Fences and hedges may exceed maximum heights if located outside of required yards. But see Design Guidelines.]

8. Hedges. Hedges are allowed in all required yard areas subject to the following maximum height limits:

a. Front yard = 48" (4'0")

b. Side yard, Flanking side yard = Unlimited

c. Rear yard = Unlimited

[Note: Clear Sight Triangle = 30" (2'-6"), see Section 18.40.060.(C)]

9. Barbed and/or razor wire fences. No person or persons being the owner of or agent for or in possession and control of any property within the city limits shall construct or permit to exist any fence around or in front of such premises, consisting wholly or partially of barbed and/or razor wire, except to provide security at a government-owned property or privately owned utility where security for the property is mandated by law; provided that the provisions of this section shall only extend to fences that are within ten (10) feet of a street or alley or other public place within the City.

10. Electric fences. It is unlawful to erect or install or maintain any electric fence within the city limits except for low-voltage, solar fences installed atop a 6-foot non-electric fence for the purposes of protecting farms or agricultural animals. "Electric fence" means any fence with

above-ground electric conductors carrying electric current supplied by batteries, commercial power or any other source of electricity, erected for the purpose of retaining or excluding any animals, livestock, or persons.

## TITLE 16 – BUILDINGS AND CONSTRUCTION

### OMC Chapter – 16.04, Building Codes

#### Proposal #6b – 16.04.040, Amendments to the Referenced Codes

*Why this is proposed:* Amendments to Title 16 are proposed so the building and zoning codes match regarding when a building permit is required for fences. These proposed amendments are consistent with the International Building Codes.

#### 16.04.040 Amendments to the Referenced Codes

A. International Building Code Amendments. The following sections of the International Building Code (IBC), as adopted by this Ordinance, are amended to read as follows:

1. Amend Section 105.2 Work Exempt from Permit, item 1 to read: One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area is not greater than 200 square feet (18.58 m<sup>2</sup>).
2. ~~Amend Section 105.2 Work Exempt from Permit, item 2 to read: Fences not over 6 feet (1828.8mm) high.~~ Reserved.
3. Amend Section 110.3.10 Final inspection. The final inspection is to be made after all conditions of SEPA, Hearings Examiner, Design Review, Development Engineering, Stormwater Ordinance, and the Tree, Soil and Native Vegetation Ordinance are either complied with or bonded for at a rate of 125% in addition to finish grading; and the building is completed and ready for occupancy.
4. Amend Section 111.2 Certificate issued. After the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws and regulations, which are enforced, by the Community Planning and Development Department, the Building Official shall issue a Certificate of Occupancy, which shall contain the following:
  - a. The building permit number.
  - b. The address of the structure.
  - c. The name and address of the owner or the owner's authorized agent.
  - d. A description of that portion of the structure for which the certificate is issued.
  - e. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
  - f. The name of the Building Official.
  - g. The edition of the code under which the permit was issued.
  - h. The name of the tenant, use and occupancy, in accordance with the provisions of Chapter 3.
  - i. The type of construction as defined in Chapter 6.
  - j. The design occupant load.
  - k. If an automatic sprinkler system is provided, whether the sprinkler system is required.

- I. Any special stipulations or conditions of the building permit.

5. Add Subsection 903.2 Additional Sprinkler Requirements. There are additional sprinkler requirements in all structures or buildings where the gross square footage, basements included, exceeds 5,000 square feet, or in all structures or buildings more than three stories in height (unless other sections are more restrictive). The area and height increases specified in IBC Sections 504, 506, and 507 shall be permitted. For the purposes of this section, portions of buildings separated by a fire wall may be considered as separate buildings, except that the entire gross floor area of all floors will be used to determine fire sprinkler requirements.

In addition, in all buildings, including single family residences, where the fire perimeter access (as required under OMC [16.32.050](#)) or access roadways for fire apparatus cannot be provided due to design and/or location, fire sprinkler systems may be required.

B. International Residential Code Amendments. The following sections of the International Residential Code (IRC), as adopted by this Ordinance, are amended to read as follows:

1. ~~Amend Section R105.2 Work Exempt from Permit, item 2 to read: Fences not over 6 feet (1828.8mm) high-Reserved.~~

2. Amend Section R110.3 Certificate issued. After the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws and regulations, which are enforced, by the Community Planning and Development Department, the Building Official shall issue a Certificate of Occupancy, which shall contain the following:

- a. The building permit number.
- b. The address of the structure.
- c. The name and address of the owner or the owners authorized agent.
- d. A description of that portion of the structure for which the certificate is issued.
- e. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
- f. The name of the Building Official.
- g. The edition of the code under which the permit was issued.
- h. The use and occupancy.
- i. The type of construction as defined in Chapter 6 of the International Building Code.
- j. The design occupant load.
- k. If an automatic sprinkler system is provided, whether the sprinkler system is required.
- l. Any special stipulations or conditions of the building permit.

3. Amend Table R301.2 (a), Climatic and Geographic Design Criteria, as follows:



Climatic and Geographic Design Criteria  
IRC Table R301.2(1)

SUBJECT TO DAMAGE FROM										
ROOF SNOW LOAD	WIND SPEED (mph)	SEISMIC DESIGN CATEGORY	Weathering	Front Line Depth	Termite	WINTER DESIGN TEMP (Degrees)	ICE SHIELD UNDER-LAYMENT REQUIRED	FLOOD HAZARDS	AIR FREEZING INDEX (degrees)	MEAN ANNUAL TEMP (degrees)
25	110	D1	Moderate	12"	Slight to Moderate	17	No	Sept. 1, 2016	170	51

4. Add Section R313.2 Automatic Sprinkler System Requirements. A fully automatic residential fire sprinkler system shall be designed, installed, tested and maintained per N.F.P.A. (National Fire Protection Association) 13, current edition, RCW [18.160](#) and the approval of the Fire Chief, in all structures subject to this code pursuant to Section R101.2 (including additions and alterations to structures with existing sprinkler systems).

## TITLE 18 – UNIFIED DEVELOPMENT CODE

### OMC Chapter – 18.78, Public Notification

#### Proposal #7 – 18.78.020, Procedures

*Why this is proposed:* There are two separate ways to process applications that are subject to review under the State Environmental Policy Act (SEPA) when a Determination of Significance (DS) will not be issued. The code currently contains public notice requirements that are consistent with and applicable with one process but not both. The proposed amendments would add public notice requirements so that either process could be used to match state law.

#### [18.78.020](#) Procedures

PROCESS	APPLICATION TYPE	NOTICE TYPES	WHEN	WHO
CONCEPTUAL DESIGN REVIEW	Multifamily/Commercial in DR districts/Master Planned Development	Mail	Public Meeting 10 Days	PO RNA PR
SEPA	Environmental Checklist	Mail	Notice of Application	PO RNA PR Agencies
		Post site Mail Notify Paper	SEPA Threshold Determination	PO RNA PR Agencies
<a href="#">SEPA, when using the Optional DNS Process</a>	<a href="#">Environmental Checklist</a>	<a href="#">Mail</a> <a href="#">Post Site</a>	<a href="#">Notice of Application/ notice of anticipated</a>	<a href="#">PO RNA PR Agencies</a>

**TABLE 78-1  
CITY OF OLYMPIA - PUBLIC NOTIFICATION**

PROCESS	APPLICATION TYPE	NOTICE TYPES	WHEN	WHO
		<a href="#">Notify Paper</a>	<a href="#">SEPA Threshold Determination</a>	
		<a href="#">Mail</a>	<a href="#">Final Threshold Determination</a>	<a href="#">PR Agencies</a>
SUBDIVISIONS	Short Plats	Post Site	Application	
HEARING EXAMINER	Subdivision Variance Rezone Conditional Use Master Planned Development	Post Site Mail Publish in Paper	Public Hearing - 10 days	PO RNA PR
	Conditional Use - Wireless Communications Facility	Post Site Mail Publish in Paper	Public Hearing - 30 days	PO RNA PR
		Mail	Decision	RNA PR
SHORE LANDS	Substantial Development Permit	Post Site Mail	Public Hearing - 15 days	PO RNA PR
		Publish in Paper Mail	Decision	RNA PR
LAND USE REVIEW	Multifamily Commercial Industrial Master Planned Development	Mail	Meeting - 5 days	RNA PR
			Decision	RNA PR
DETAILED DESIGN REVIEW	Multifamily/Commercial Master Planned Development	Mail	Public Meeting 10 days	RNA PR
		Mail	Decision	RNA PR
APPEALS	Administrative to Hearing Examiner	Post Site Mail	Open Hearing - 10 Days	RNA PR
	Hearing Examiner to City Council OCC	Mail	Closed Hearing 10 Days	PR RNA
ANNEXATION	10 Percent Notice of Intent	Mail	Public Meeting 10 days	PO RNA PR
	50/60 Percent Petition	Mail Post Publish in Paper	Public Hearing - 10 days	PO RNA PR
COMPREHENSIVE PLAN AMENDMENT/ZONING MAP AMENDMENT	Proposal	Mail Publish in Paper	Proposal Availability	RNA
	Application	Mail Publish in Paper	Public Hearing - 10 days	PO RNA PR

**LEGEND**

- PO = Property Owner within 300 feet of site
- RNA = Recognized Neighborhood Associations
- PR = Parties of Records on File with the Case

The amendments in Proposal #7 also highlight the need to update the appeal language in the OMC, as follows:

## **TITLE 14 – ENVIRONMENTAL PROTECTION**

### **OMC Chapter – 14.04, Environmental Policy**

#### **Proposal #7b - 14.04.160.A Appeals**

*Why this is proposed: Staff proposes referring to the appeal language in Title 18 rather than stating durations of appeal periods in two separate places within the code. This should help prevent any future inconsistencies that may arise.*

#### 14.04.160 Appeals

- A. The following administrative appeal procedures are established under RCW [43.21C.075](#), WAC [197-11-680](#), and RCW Chapter [36.70B](#):
  - 1. Any agency or person who may be aggrieved by an action may appeal to the Hearing Examiner the environmental review officers conditioning, lack of conditioning or denial of an action pursuant to WAC Chapter [197-11](#).
  - 2. The responsible official’s initial decision to require preparation of an environmental impact statement, i.e., to issue a determination of significance, is subject to an interlocutory administrative appeal upon notice of such initial decision and only to such appeal. Notice of such decision shall be provided as set forth in OMC [18.78.020](#). Failure to appeal such determination within 14 calendar days of notice of such initial decision shall constitute a waiver of any claim of error.
  - 3. All appeals shall be in writing, be signed by the appellant, be accompanied by the appropriate filing fee, and set forth the specific basis for such appeal, error alleged and relief requested. Any appeal must be filed ~~in accordance with OMC 18.75.020.b – SEPA Appeal Procedures, within seven calendar days after the comment period expires.~~ Where there is an underlying governmental action requiring review by the Hearing Examiner, any appeal and the action shall be considered together. Except for threshold determinations issued under the optional DNS process, an appeal period shall conclude simultaneously with an underlying permit decision.
  - 4. For any appeal under this subsection, the city shall keep a record of the appeal proceeding which shall consist of the following:
    - a. Findings and conclusions;

- b. Testimony under oath; and
  - c. A taped or written transcript of any hearing.
5. Any procedural determination by the city’s responsible official shall be given substantial weight in any appeal proceeding.
6. See OMC [18.75.020](#).B for additional requirements.

## TITLE 18 – UNIFIED DEVELOPMENT CODE

### OMC Chapter – 18.75, Appeals/Reconsideration

#### **Proposal #7c - 18.75.020.A and 18.75.020.B - Specific Appeal Procedures**

*Why this is proposed:* Staff is proposing these amendments to ensure the Olympia Municipal Code aligns with State Law for both of the ways in which a Determination of Non-significance can be processed according to the State Environmental Policy Act (SEPA). The “Optional DNS” process was created in the 1990’s to better align comment period and appeal period timing with the underlying permit application. This code update will ensure that the ability of someone to appeal a SEPA decision remains, however the deadline to appeal is tied to issuance of the decision, not the end of the comment period, which is consistent with how land use applications are processed in the City.

#### [18.75.020](#) Specific Appeal Procedures

A. Administrative Decision. Administrative decisions regarding the approval or denial of the following applications or determinations/interpretations may be appealed to the Hearing Examiner within fourteen (14) days, or twenty-one (21) days if issued with a SEPA threshold determination ~~including a comment period~~, of the final staff decision using procedures outlined below and in OMC Chapter [18.82](#), Hearing Examiner (Refer to 18.72.080 for other appeal authorities).

1. All Administrative Interpretations/Determinations
2. Boundary Line Adjustments
3. Home Occupation Permits
4. Preliminary Short Plats
5. Preliminary SEPA Threshold Determination (EIS required)
6. Shoreline Exemptions and staff-level substantial development permits
7. Sign Permits
8. Variances, Administrative
9. Building permits
10. Engineering permits

11. Application or interpretations of the Building Code
12. Application or interpretations of the Housing Code
13. Application or interpretations of the ~~Uniform~~ Fire Code
14. Application or interpretations of the ~~Uniform~~ Code for the Abatement of Dangerous Buildings
15. Application and interpretations of the ~~Uniform~~ Code for Building Conservation
16. Land Use (Director) decisions
17. Administrative decisions on impact fees
18. A recommendation to Thurston County to deny a permit to repair or replace existing, failing on-site septic systems that meet the criteria set forth in OMC [13.08.020\(2\)](#), as required by RCW [35.21.940](#)
19. Appeals of Drainage Manual Administrator decisions
20. Appeals of the requirements of the Engineering Design and Development Standards, including appeals to deviation request decisions made under Chapter 1 of such Standards.

B. SEPA.

1. The City establishes the following administrative appeal procedures under RCW [43.21C.075](#) and WAC [197-11-680](#):
  - a. Any agency or person may appeal the City's conditioning, lack of conditioning or denial of an action pursuant to WAC Chapter [197-11](#). All such appeals shall be made to the Hearing Examiner and must be filed within seven (7) days after the comment period, ~~except when using the Optional SEPA Process which requires a fourteen (14) or twenty one (21) day appeal period as outlined in WAC 197-11-340-355) before the threshold decision has expired.~~ This appeal and any other appeal of a land use action shall be considered together.
  - b. The following threshold decisions or actions are subject to timely appeal.
    - i. Determination of Significance. Appeal of a determination of significance (DS) or a claim of error for failure to issue a DS may only be appealed to the Hearing Examiner within that fourteen (14) day period immediately following issuance of such initial determination.
    - ii. Determination of Nonsignificance or Mitigated Determination of Nonsignificance. Conditions of approval and the lack of specific conditions may be appealed to the Hearing Examiner within seven (7) calendar days after the SEPA comment period expires; ~~except when SEPA Determination is combined with a project decision in which case appeals should follow OMC 18.175.020.C.1 which allows for a twenty-one (21) day appeal period.~~

- iii. Environmental Impact Statement. A challenge to a determination of adequacy of a Final EIS may be heard by the Hearing Examiner in conjunction with any appeal or hearing regarding the associated project permit. Where no hearing is associated with the proposed action, an appeal of the determination of adequacy must be filed within fourteen (14) days after the thirty (30) day comment period has expired.
  - iv. Denial of a proposal. Any denial of a project or non-project action using SEPA policies and rules may be appealed to the Hearing Examiner within seven (7) days following the final administrative decision.
- c. For any appeal under this subsection the City shall keep a record of the appeal proceedings, which shall consist of the following:
- i. Findings and conclusions; and
  - ii. Testimony under oath; and
  - iii. A taped or written transcript.
- d. Any procedural determination by the City's responsible official shall carry substantial weight in any appeal proceeding.
2. The City shall give official notice under WAC [197-11-680\(5\)](#) whenever it issues a permit or approval for which a statute or ordinance establishes a time limit for commencing judicial appeal. See Chapter [18.78](#), Public Notification.

## OMC Chapter – 18.100, Design Review

### **Proposal #8 - 18.100.060, Projects Subject to Design Review**

*Why this is proposed: Staff would like to eliminate the statement of applicability for design review for sign permits. When the Downtown Design Guidelines and the Sign Code were both recently updated, changes were made so that only the Downtown Design District has design review requirements for signs. These downtown design requirements for signs were written as development standards and are required standards in order to obtain sign permit approval. As such, additional review is not required. In 2021 the City's fee schedule eliminated the Design Review Sign fee.*

#### **18.100.060 Projects Subject to Design Review**

- A. The following projects are subject to design review:
- 1. Projects within designated design review districts and corridors, as shown on the Official Design Review Map (See OMC Section [18.100.080](#));
  - 2. Commercial projects adjacent to residential zones;
  - 3. Commercial or residential projects for Heritage Register properties or those within an historic district;

4. Projects with a building area greater than 5000 square feet that require a Conditional Use Permit in a residential zone;
  5. Multifamily projects;
  6. Single family housing, including designated manufactured homes, on lots less than 5000 square feet or on substandard lots;
  7. Dwellings proposed on lots within the area depicted on Figure 4-2a, "Areas Subject to Infill Regulations";
  8. Master Planned Developments;
  9. Manufactured housing parks;
  10. Duplexes, triplexes, fourplexes, townhouses, accessory dwelling units, and cottage housing;
  11. All projects within scenic vistas as identified on the official maps of the City (See OMC Section [18.100.110](#)); and,
  12. ~~Signs within designated design review districts and corridors or associated with a project that is subject to design review.~~
- ~~13.~~ For the purpose of design review, projects within one of the Downtown Design Sub-Districts will be reviewed for consistency with the criteria in OMC Chapter [18.120](#) only.

## TITLE 15 – IMPACT FEES

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### OMC Chapter – 15.04, General Provisions Governing the Assessment of Impact Fees

#### Proposal #9 – 15.04.060.A Exemptions

*Why this is proposed: Staff proposed amendments to the exemptions section for impact fees, in order to address changes in state law (RCW 82.02.060) pertaining to Early Learning Facilities.*

#### [15.04.060](#) Exemptions

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

5. Replacement of a structure with a new structure of the same size and use at the same site or lot when such replacement occurs within seventy-two (72) months of the demolition or destruction of the prior structure shall be exempt from paying all impact fees. Replacement of a structure with a new structure of the same size shall be interpreted to include any structure for which the gross square footage of the building will not be increased by more than one hundred twenty (120) square feet. Such replacements shall be exempt from the payment of park, transportation impact fees, and school impact fees; provided that, park, transportation, and school impact fees will be charged for any additional residential units that are created in the replacement and, transportation impact fees shall be charged for any additional gross floor area greater than one hundred twenty (120) square feet added in the replacement;
6. Any form of housing intended for and solely occupied by persons sixty-two (62) years or older, including nursing homes and retirement centers, shall be exempt from the payment of school impact fees so long as those uses are maintained, and the necessary covenants or declaration of restrictions, in a form approved by the City Attorney and the School District attorney, required to ensure the maintenance of such uses, are recorded on the property;
7. The creation of an accessory dwelling unit shall be exempt from the payment of school impact fees and the creation of an accessory dwelling unit within an existing single family structure shall be exempt from the payment of park impact fees;
8. A single room occupancy dwelling shall be exempt from the payment of school impact fees;
9. A change in use where the increase in trip generation is less than the threshold stated in Section [15.04.040\(C\)](#), Assessment of Impact Fees shall be exempt from paying transportation impact fees; or
10. Any form of low-income housing occupied by households whose income when adjusted for size, is at or below eighty percent (80%) of the area median income, as annually adjusted by the U.S. Department of Housing and Urban Development shall be exempt from paying school impact fees provided that a covenant approved by the school district to assure continued use for low income housing is executed, and that the covenant is an obligation that runs with the land upon which the housing is located and is recorded against the title of the property.
11. Developments limited to residents who routinely receive assistance with activities of daily living such as, but not limited to, bathing, dressing, eating, personal hygiene, transferring, toileting, and mobility shall be exempt from paying park and school impact fees.
12. Any early learning facility, as defined in RCW 43.31.565, for the purposes of impact fee assessments, will not be subject to an impact fee that is greater than that imposed on commercial retail or office development activities that generate a similar number, volume, type, and duration of vehicle trips. Further, the early learning facility may receive:
  - a. An eighty percent (80%) reduction in impact fees; or
  - a.b. A full waiver from impact fees when the developer records a covenant with the Thurston County Auditor's Office that is compliant with RCW 82.02.060 and:
    - i. Requires that at least 25 percent of the children and families using the early learning facility qualify for state subsidized child care, including early childhood education and



assistance under chapter 43.216 RCW;

- ii. Provides that if the property is converted to a use other than for an early learning facility, the property owner must pay the applicable impact fees in effect at the time of conversion; and
- iii. Provides that if at no point during a calendar year does the early learning facility achieve the required percentage of children and families qualified for state subsidized child care using the early learning facility, the property owner must pay 20 percent of the impact fee that would have been imposed on the development had there not been an exemption within 90 days of the local government notifying the property owner of the breach, and any balance remaining thereafter shall be a lien on the property.

## Olympia Planning Commission, 2-28-22 Hearing on Code Amendments

I don't understand why we are expanding the size of garages and carport to 1200 sf from 800 sf before a conditional use permit is required. This code change just seems to be going in the wrong direction and is contrary to the values Olympia expounds. For the following reasons:

- First, we are worried about land for housing and housing affordability. Why would we encourage larger garages that take up additional space that could be used for housing?
- The City has just received a HAPI grant from the Department of Commerce related to the Capitol Mall area. As part of that grant, it is going to consider reducing parking requirement for housing near transit. Why on one hand would we cut back on parking to save land and then on the other hand allow bigger garages?
- Increased impervious surfaces are also a problem. Going from 800 sf to 1200 sf is a 50% increase in impervious surface. In a time when we are worried about stormwater with heavier rainfall related to climate change, shouldn't we be conserving open space, or in an urban area use that impervious surface limit for a structure that would support housing?
- ADUs – right now an ADU can be 850 sf and a garage can be converted to an ADU. What happens if someone in the future wants to convert a 1200 sf garage to an ADU? I was told that only 850 sf could be used as an ADU. What would that leave an 850 sf ADU with storage? Who would monitor that the additional space was not turned into living space? Shouldn't there be some consistency in our regulations?

**From:** [Joyce Phillips](#)  
**To:** [judybardin@comcast.net](mailto:judybardin@comcast.net)  
**Subject:** RE: Checking in on the proposed code changes  
**Date:** Wednesday, January 12, 2022 9:01:00 AM

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Good morning, Judy!  
You are always welcome to ask follow up questions!  
I've added responses below, in red.  
Joyce

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**From:** JUDITH BARDIN <[judybardin@comcast.net](mailto:judybardin@comcast.net)>  
**Sent:** Tuesday, January 11, 2022 6:11 PM  
**To:** Joyce Phillips <[jphillip@ci.olympia.wa.us](mailto:jphillip@ci.olympia.wa.us)>  
**Subject:** RE: Checking in on the proposed code changes

Thank you Joyce. Your very detailed explanations are super helpful. I don't know how you find time to do all that you do.

1) I just had a couple additional questions (sorry). You said that an ADU are based on total gross floor area not square feet. I don't really understand what this means. Could you please explain.

I agree that it can be confusing. The city defines Gross Floor Area as "The area included within the surrounding exterior finished wall surface of a building or portion thereof, exclusive of courtyards." My understanding of how that is applied is that the city considers the *interior* square footage of the structure as counting toward the 850 square feet. So, in the past, if property owners have an ADU but do still have additional area on the lot that can be building footprint and impervious surface, then covered porches have been allowed. Since there were no specific size limits, the covered porch could be as big as there was room for, as long as the proposal also met the maximum lot coverage provisions of the zoning district. The proposed language is meant to provide an overall cap on the size, so it remains accessory to the main house. It doesn't come up all that often – but we get do questions about this a few times a year.

2) I understand why 1200 sf garages need a conditional use permit. However, it now seems that with the code changes anyone could build a 1200 sf garage without a conditional use permit.

- Could that 1200 sf garage later be converted to an ADU? It could only be converted to an ADU if it was placed on the lot in a way that meets the setbacks for ADUs (slightly different than the requirements for other accessory structures). And, only 850 square feet of the garage could be converted to the ADU. The remaining space would have to be used for storage or some other accessory use, but not part of the ADU. They would also have to meet the ADU design review requirements and pay the impact fees for a new ADU.
- If there are all these efforts to limit parking requirements (such as with the Capital Mall subarea plan) why are we encouraging larger garages? We aren't trying to

encourage them but more to acknowledge that perhaps not all garages over 800 square feet need to go through a conditional use permit process. The increase in size is primarily to acknowledge that some people want larger garages to allow for storage (usually for “toys” such as jet skis, boats, campers, snowmobiles, etc.). While we do allow garages to exceed 800 square feet by Conditional Use, my understanding is that we have not denied any that have been proposed (going back to 2007) and have not had any conditions to those that have been approved related to the size of the garage. Part of the proposed amendments would require the property owner to address how the garage is consistent with the main house – by addressing materials, colors, roof type, and roof pitch. The design considerations would apply to all detached garages, not just those over 1200 square feet. One thing worth noting is that garages that are attached to the house do not have a size limit. This proposed change would only apply to detached garages.

- **How can this be good for climate change i. e., by encouraging increased impervious surfaces?**  
The changes proposed won't increase or decrease the maximum amount of building, impervious, or hard surfaces allowed in any zoning districts. The changes would allow property owners to devote more of the portions of the lot that could be covered to be used for garage purposes instead of increased house size or devoted to other accessory structure types, without having to go through a conditional use permit. So, for example, if a property owner has a lot with a house on it, but wants to add a shed on one part of their lot and a garage on a different part of their lot, how they divvy up the sizes between the two accessory structures might change – but the maximum amount of new building coverage (or impervious or hard surfaces) would not change. And for anyone that still wanted a detached garage over 1200 square feet in size, they could request a conditional use permit (but still has to meet the lot coverage limits of the zoning district). Does that make sense? If I did not describe that very well please let me know.

Thank you for answering my additional questions.

JUDY

On 01/11/2022 1:02 PM Joyce Phillips <[jphillip@ci.olympia.wa.us](mailto:jphillip@ci.olympia.wa.us)> wrote:

Additional thoughts/comments added below in blue, for a little more clarification – I hope.

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**From:** Joyce Phillips

**Sent:** Tuesday, January 11, 2022 12:08 PM

**To:** JUDITH BARDIN <[judybardin@comcast.net](mailto:judybardin@comcast.net)>  
**Subject:** RE: Checking in on the proposed code changes

Hi, Judy.

Thanks for your patience for me getting back to you. See below for my responses in red. I am happy to chat over the phone if you would like, too. I am planning a briefing on these proposed amendments at the Planning Commission meeting on January 24<sup>th</sup>, so any questions the Commissioners ask may be of interest to you as well.

Joyce

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**From:** JUDITH BARDIN <[judybardin@comcast.net](mailto:judybardin@comcast.net)>

**Sent:** Monday, January 10, 2022 2:50 PM

**To:** Joyce Phillips <[jphillip@ci.olympia.wa.us](mailto:jphillip@ci.olympia.wa.us)>

**Subject:** Checking in on the proposed code changes

Joyce,

Hi, happy New Year. Recently, new proposed code amendments were sent out. I had some questions about the changes.

1) Could you explain the SEPA changes. It looks as if there are changes to the timing of filing an appeal, but I really wasn't certain about the changes. I found them somewhat confusing. Maybe you could help me understand them better.

Our code has public notice and comment periods triggered by the City's issuance of the SEPA decision (e.g. Determination of Nonsignificance or DNS), which Olympia typically issues at the end of the review process. But the SEPA review process can also be done using the "Optional DNS process" (for those projects the city expects to issue a DNS). When the Optional DNS process is used, the comment period is at the beginning of the review process, which gives staff the ability to consider comments before issuing its decision. This is great because it allows staff time to consider public comments before making the determination, which could lead to mitigating conditions being added (in which case a mitigated determination of Nonsignificance would be issued).

The changes proposed would require that notice of the proposal and public comment period be moved to the beginning of the process **if the Optional DNS process is used**, so comments are considered before the DNS or MDNS is issued, rather than tying the notice and comment periods to the issuance of the DNS or MDNS.

Basically, the planner would have to decide early in the review process whether or not to use the Optional DNS process and then provide the appropriate notices. The ability to comment, the duration of the comment period, and the length of the appeal periods remain unchanged.

2) Why are covered porches and patios being added to ADUs? These units were already liberalized during the recent Housing Options. ADUs are no longer really accessory units, at 850 sf (the size of a small house), with no additional parking or owner onsite, and able to be two-stories. Why are we now expanding the area allowed for these units by 120 sf to allow additional structures? What about impervious and hard surface limits?

Covered porches are already allowed, because the definition of ADUs is specific to gross floor area rather than total square footage. We are proposing this language so that any such features are limited in size and cannot be enclosed (or eventually converted into living space). Any covered porches or patios (whether for the primary home or the ADU) are subject to the maximum lot coverages allowed in the zoning district the property is located within.

3) It looks like garages can now be 1200 sf. The Housing Options allowed existing 1200 sf garages to be converted to ADUs. Will owners eventually be able to convert new 1200 sf garages to ADUs? Why are we increasing the size of garages when we have climate change and are trying to move away from car dependency. Additionally, Invitation Homes currently has six Olympia homes currently listed on Zillow for rent. These homes are existing homes that are being renovated after purchase. Invitation Homes likes the model of buying properties where there is enough land to build an ADU. Are we going to feed into outside investors buying up Olympia homes with this change?

In low density residential zoning districts (e.g. R 4-8, R 6-12) garages and other accessory structures are limited to 800 square feet in size, unless a conditional use permit is approved for a larger garage. Since 2007 the city has issued 19 large garage Conditional Use Permits (hearing upon request). Of those 19 proposals, none were requested to go through a hearing. Seven of the 19 permitted large garages were 1200 square feet in size or smaller. All of the 19 applications were approved, with no conditions specific to the size of the garage. The proposed change would keep the 800 square foot size limit for most accessory structures (gazebos, sheds, art studios, etc.) but increase the size for detached garages allowed before a conditional use permit is required. Larger garages are typically requested for interior storage (RVs, boats, snowmobiles, jet skis, golf carts, etc.). All of the underlying lot coverages and setbacks would remain in place and still apply. **Additionally, the proposal includes adding in some design standards for the detached garages about colors and materials and roof type and pitch, which would apply across the city – not just in the areas subject to infill design review.**

The proposed amendments will not likely have any impact (positive or negative) on properties being purchased by “outside investors” or local families.

4) What is the rationale for allowing parking in a setback? Doesn't that defeat the purpose of a setback? What about exposing people to exhaust fumes with cars parked close to homes?

Parking and driveways are already allowed in setbacks. This usually does not occur since most driveways go straight into a garage, which does need to meet setbacks. The proposed changes are to identify what the dimensions are for a parking space that is not in a parking lot, such as for when someone is trying to figure out if they have a long enough driveway to show they have two off-street parking spaces for their home's requirement of 2 off-street parking spaces. This comes up in situations where someone wants to convert their attached garage into living space or other accessory use, but in order to do they have to show they will still have two off-street parking spaces.

Noise, odors, and emissions will still be covered by the Property Development and Protection Standards codes (OMC 18.40).

5) Why is the height for requiring a permit on a fence going from 6 ft to 7 ft? If uniformity is sought for the OMC codes 16 and 18, why not choose the lower of the two heights?

It has been confusing that some parts of the zoning code have standards for fence heights that refer to six feet and eight feet in height, while the requirement for building permits is now for fences that are seven feet or taller (I think it used to be six feet). The city's building codes, which are based on the International Residential and Commercial Building Codes, both have requirements for permits that are triggered at 7 feet, which we lowered to six feet to match the zoning code. The proposed code amendments keep the six and eight feet in height provisions but note that at 7 feet a permit is required. This was proposed to try to align permit requirements to the International Codes, which will hopefully make things more consistent and easier to track and implement. The request to match up the code section with the International Building Codes came from our building department staff. We only rarely get requests for fences over six feet because they would have to be located outside of setback areas, which most people do not want to do.

Thank you for answering my questions. I may be misinterpreting the changes, so please forgive any misunderstanding.

Judy

Judy Bardin  
1517 Dickinson Ave NW  
Olympia, WA 98502  
360-401-5291



## City Council

### Approval of an Ordinance Amending Ordinance 7305 (First Quarter 2022 Budget Amendment)

**Agenda Date:** 4/19/2022  
**Agenda Item Number:** 4.P  
**File Number:**22-0373

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

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#### **Title**

Approval of an Ordinance Amending Ordinance 7305 (First Quarter 2022 Budget Amendment)

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve the proposed Ordinance that amends Ordinance 7305 on first reading and forward to second reading.

#### **Report**

##### **Issue:**

Whether to approve the proposed Ordinance that amends Ordinance 7305 on first reading and forward to second reading.

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

Aaron BeMiller, Finance Director, 360.753.8465  
Joan Lutz, Budget/Financial Analyst, 360.753.8760

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

None - Consent Calendar item

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

City Council may revise the City's Operating Budget by approving an ordinance. Generally, budget amendments are presented quarterly to the City Council for review and approval, however they may be made at any time during the year. The amended ordinances appropriate funds and provide authorization to expend the funds.

The attached ordinance includes recommended amendments to the 2022 Operating Funds, Specials Funds, and Capital Funds for: Department requested carry-forward appropriations and Department requests for budget amendments for the first quarter in 2022.



1. Department requested carry-forward appropriations include appropriations and associated transfers representing 2021 obligations for purchase orders and contracts not completed in 2021 as well as capital project related appropriations. These appropriations total \$27,117,747.
2. Department requests for budget amendments for first quarter in 2022 represent new budget adjustments and associated transfers departments requested for 2022. These appropriations total \$2,217,503.

Department requests for budget amendments for the first quarter in 2022 are summarized below.

### **Office of Community Vitality**

- Appropriation of \$586,491 for 2022 Lodging Tax Award Recipients. Funding from Lodging Tax Fund fund balance.
- Appropriation of \$315,000 for Quixote Village Solar, Homes First Solar, Drexel House and NW Cooperative Development. Funding from Community Development Block Grant (CDBG).
- Appropriation of \$250,000 for salary, benefits and professional services for Housing and Homelessness services. Funding from CDBG CV-1, CV-2 and CV-3 reimbursement grants.
- Appropriation of \$18,758 for Olympia Downtown Alliance small recovery contract. Funding from General Fund fund balance.
- Appropriation of \$30,000 transfer to Parking Business Improvement Area Fund. Funding from Economic Recovery account fund balance.

### **Office of Strategic Initiatives**

- Appropriation of \$19,454 for WCIA Training. Funding from revenue received from WCIA Training Reimbursement Program.

### **Community Planning and Development**

- Appropriation of \$100,000 to upgrade parking meters 2G to 4G. Funding from Parking Fund fund balance.
- Appropriation of \$21,302 for marketing, flower planters and art promotions. Funding from Parking Business Improvement Area Fund fund balance.
- Appropriation of \$30,000 for downtown economic recovery. Funding from transfer from the Economic Recovery account.

### **Fire Department**

- Appropriation of \$204,942 for an additional Fire Mechanic FTE per Resolution #M-2270, parts

for external customers, and additional excise taxes. Funding from Fire Fleet Customer Services and Parts.

### **Parks, Arts and Recreation**

- Appropriation of \$20,000 for Oly on Ice. Funding from Lodging Tax Award Recipient.
- Appropriation of \$41,505 for salary, benefits and additional expenditures for Summer Youth Programming. Funding from SEEK Grant.

### **Public Works**

- Appropriation of \$580,051 of excise taxes in Water Resources and Waste ReSources. Funding from rates.

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

None noted.

### **Options:**

1. Approve Ordinance amending ordinance 7305. This provides staff with budget capacity to proceed with initiatives approved by Council.
2. Do not approve the amending ordinance; staff will not have authorization to expend the funds.
3. Consider the Ordinance at another time.

### **Financial Impact:**

Operating Funds - total increase in appropriations of \$5,747,860; Special Funds - total increase in appropriations of \$2,344,994; and Capital Funds - total increase in appropriations of \$21,242,396. Funding sources of funding are noted above.

### **Attachments:**

Ordinance

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

**AN ORDINANCE RELATING TO THE ADOPTION OF THE CITY OF OLYMPIA, WASHINGTON, 2022 OPERATING, SPECIAL, AND CAPITAL BUDGETS AND 2022-2027 CAPITAL FACILITIES PLAN; SETTING FORTH THE ESTIMATED REVENUES AND APPROPRIATIONS AND AMENDING ORDINANCE NO. 7305**

**WHEREAS**, the Olympia City Council adopted the 2022 Operating, Special Funds and Capital Budgets and 2022-2027 Capital Facilities Plan (CFP) by passing Ordinance No. 7305 on December 14, 2021; and

**WHEREAS**, throughout the year, updates are required to recognize changes relating to budget, finance and salaries; and

**WHEREAS**, the CFP meets the requirements of the Washington State Growth Management Act, including RCW 36.70A070(3); and

**WHEREAS**, the following changes need to be made to Ordinance No. 7305;

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

**Section 1.** That certain document entitled the “Capital Facilities Plan”, covering the years 2022 through 2027, a copy of which will be on file with the Director of Finance and available on the City’s web site, is hereby adopted as the Capital Facility Plan (CFP) for the City of Olympia and is incorporated herein as though fully set forth.

**Section 2.** Upon appropriation by the City Council of funds therefore, the City Manager shall be authorized to prepare plans and specifications, to take bids and to make expenditures for the projects set forth in the CFP during the year for which said projects are scheduled; provided, however, that any award bids and execution of contracts for construction shall be approved as provided in OMC Chapter 3.16.

**Section 3.** It is anticipated that the funding source and the construction schedule for projects identified in the CFP may be changed over the next year. Such changes shall not constitute an amendment to the Comprehensive Plan for purposes of RCW 36.70A.130.

**Section 4.** The Director of Finance (formerly known as the Director of Administrative Services) is hereby authorized to bring forward into fiscal year 2021 all appropriations and allocations not otherwise closed, completed, or deleted from prior fiscal years’ capital budgets.

**Section 5.** The 2022 Estimated Revenues and Appropriations for each Fund are as follows:

## Operating Budget

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
General, Regular Operations	<del>\$437,155</del> <u>\$2,351,477</u>	<del>\$96,041,472</del> <u>\$97,822,378</u>	<del>\$96,478,627</del> <u>\$100,173,855</u>	\$0
General, Special Sub-Funds				
Special Accounts	<del>82,506</del> <u>1,013,874</u>	<del>1,268,318</del> <u>1,518,318</u>	<del>1,350,824</del> <u>2,532,192</u>	0
Development Fee Revenue		4,312,407	4,303,066	9,341
Parking	<del>288,300</del> <u>138,300</u>	<del>1,573,102</del> <u>1,823,102</u>	<del>1,861,402</del> <u>1,961,402</u>	0
Post Employment Benefits		1,020,000	1,020,000	0
Washington Center Endowment		5,000	5,000	0
Washington Center Operating		378,365	378,365	0
Municipal Arts	<del>93,940</del> <u>109,891</u>	60,660	<del>154,600</del> <u>170,551</u>	0
<b>Total General Fund</b>	<del>\$ 901,901</del> <b>\$ 3,613,542</b>	<del>\$ 104,659,324</del> <b>\$ 106,940,230</b>	<del>\$ 105,551,884</del> <b>\$ 110,544,431</b>	<b>\$9,341</b>
Non-Voted General Obligation Debt	599	4,648,712	4,649,311	0
Voted General Obligation Debt	0	1,044,350	1,044,350	0
Water Utility O&M	0 <u>22,860</u>	<del>16,029,000</del> <u>16,168,679</u>	<del>15,925,783</del> <u>16,191,539</u>	<del>103,217</del> <u>0</u>
Sewer Utility O&M	107,586	<del>23,117,151</del> <u>23,355,267</u>	<del>23,224,737</del> <u>23,462,853</u>	0
Solid Waste Utility	0	<del>13,699,337</del> <u>13,839,953</u>	<del>13,680,362</del> <u>13,820,978</u>	18,975
Stormwater Utility	<del>11,939</del> <u>61,124</u>	<del>6,465,927</del> <u>6,527,567</u>	<del>6,477,866</del> <u>6,588,691</u>	0
Water/Sewer Bonds	0	3,149,239	3,149,239	0
Stormwater Debt Fund	0	551,279	551,279	0
Water/Sewer Bond Reserve	0	123,651	123,651	0
Equipment Rental	0	2,673,272	2,672,022	1,250
<b>Subtotal Other Operating Funds</b>	<del>\$ 120,124</del> <b>\$ 192,169</b>	<del>\$ 71,501,918</del> <b>\$ 72,081,969</b>	<del>\$ 71,498,600</del> <b>\$ 72,253,913</b>	<del>\$ 123,442</del> <b>\$ 20,225</b>
<b>Total Operating Budget</b>	<del>\$ 1,022,025</del> <b>\$ 3,805,711</b>	<del>\$ 176,161,242</del> <b>\$ 179,022,199</b>	<del>\$ 177,050,484</del> <b>\$ 182,798,344</b>	<del>\$ 132,783</del> <b>\$ 29,566</b>

## Special Funds Budget

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
HUD Fund	\$0	<del>\$ 695,684</del> \$ 1,010,684	<del>\$ 670,733</del> \$ 985,733	\$ 24,951
Lodging Tax Fund	0 <u>247,813</u>	685,618	<del>342,809</del> <u>933,431</u>	<del>342,809</del> <u>0</u>
Parking Business Improvement Area Fund	0 <u>26,302</u>	<del>99,450</del> <u>129,450</u>	<del>99,450</del> <u>155,752</u>	0
Farmers Market Repair and Hands On Children's Museum	0 416,435	0 679,734	0 1,096,169	0 0
Home Fund Operating Fund	0 <u>1,283,070</u>	<del>2,418,843</del> <u>2,518,843</u>	<del>2,418,843</del> <u>3,801,913</u>	0
Fire Equipment Replacement Fund	0	0	0	0
Equipment Rental Replacement	1,634,110	2,638,545	4,272,655	0
Unemployment Compensation Fund	0	112,500	85,000	27,500
Insurance Trust Fund	0	2,675,261	2,659,712	15,549
Workers Compensation Fund	237,075	1,447,875	1,684,950	0
<b>Total Special Funds Budget</b>	<del>\$ 2,287,620</del> <b>\$ 3,844,805</b>	<del>\$ 11,453,510</del> <b>\$ 11,898,510</b>	<del>\$ 13,330,321</del> <b>\$ 15,675,315</b>	<del>\$ 410,809</del> <b>\$ 68,000</b>

## Capital Budget

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
Impact Fee	<del>\$3,725,031</del>	\$0	<del>\$3,725,031</del>	\$0
	<u>\$3,793,448</u>		<u>\$3,793,448</u>	
SEPA Mitigation Fee Fund	20,000	0	20,000	0
Parks & Recreational Sidewalk, Utility Tax Fund	<del>461,097</del>	2,491,053	<del>2,952,150</del>	0
	<u>471,097</u>		<u>2,962,150</u>	
Real Estate Excise Tax Fund	0	3,026,326	270,000	2,756,326
Capital Improvement Fund	<del>1,595,178</del>	4,119,497	<del>5,714,675</del>	0
	<u>2,727,320</u>		<u>6,846,817</u>	
Olympia Home Fund Capital Fund	0	<del>1,757,890</del>	<del>1,000,000</del>	757,890
	<u>1,226,257</u>	<u>3,732,890</u>	<u>4,959,147</u>	<u>0</u>
Transportation Capital Improvement Fund	0	<del>10,411,807</del>	<del>6,311,807</del>	4,100,000
		<u>14,422,478</u>	<u>10,959,934</u>	<u>3,462,544</u>
Fire Equipment Reserve Fund	0	1,632,000	148,319	1,483,681
Facilities Capital Improvement Fund	<del>2,359,406</del>	649,037	<del>3,008,443</del>	0
	<u>4,438,441</u>		<u>5,087,478</u>	
Parks Capital Improvement Fund	0	<del>7,863,399</del>	<del>7,863,399</del>	0
	<u>18,319</u>	<u>8,126,026</u>	<u>8,144,345</u>	<u>0</u>
Water CIP Fund	<del>536</del>	6,843,575	<del>6,844,111</del>	0
	<u>2,525,568</u>		<u>9,369,143</u>	
Sewer CIP Fund	0	10,660,963	<del>10,660,963</del>	0
	<u>4,221,571</u>		<u>14,882,534</u>	
Waste ReSources CIP Fund	0	1,154,446	1,154,446	0
Stormwater CIP Fund	0	2,813,209	<del>2,159,209</del>	654,000
	<u>1,663,979</u>		<u>4,477,188</u>	<u>0</u>
Storm Drainage Mitigation Fund	0	-	-	0
<b>Total Capital Budget</b>	<del>\$ 8,161,248</del>	<del>\$ 53,423,202</del>	<del>\$ 51,832,553</del>	<del>\$ 9,751,897</del>
	<u>\$ 21,106,000</u>	<u>\$ 59,671,500</u>	<u>\$ 73,074,949</u>	<u>\$ 7,702,551</u>
<b>Total City Budget</b>	<del>\$ 11,470,893</del>	<del>\$241,037,954</del>	<del>\$242,213,358</del>	<del>\$ 10,295,489</del>
	<u>\$ 28,756,516</u>	<u>\$250,592,209</u>	<u>\$271,548,608</u>	<u>\$ 7,800,117</u>

**Section 6. Severability.** The provisions of this Ordinance are declared separate and severable. If any provision of this Ordinance or its application to any person or circumstances is held invalid, the remainder of this Ordinance or application of the provision to other persons or circumstances shall be unaffected.

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

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

\_\_\_\_\_  
MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**

Mark Barber  
CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

### Approval of an Ordinance Amending Olympia Municipal Code Chapter 13.08 - Sewers

**Agenda Date:** 4/19/2022  
**Agenda Item Number:** 4.Q  
**File Number:** 22-0375

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

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**Title**

Approval of an Ordinance Amending Olympia Municipal Code Chapter 13.08 - Sewers

**Recommended Action**

**Committee Recommendation:**

Not referred to a committee.

**City Manager Recommendation:**

Move to approve on first reading and forward to second reading an Ordinance amending Olympia Municipal Code Chapter 13.08 - Sewers.

**Report**

**Issue:**

Whether to approve the proposed revisions to the wastewater regulations.

**Staff Contact:**

Diane Utter, Water Resources Engineer, Public Works/Water Resources, 360.753.8562

**Presenter(s):**

None - Consent Calendar Item.

**Background and Analysis:**

Wastewater staff sometimes become aware of ways the current regulations in the Olympia Municipal Code are not serving our customers in a fair and effective way. The proposed regulation changes affect a number of subjects, as summarized in the table on the attached document.

The changes are of a clarifying nature. They are not substantial enough to require input from committees or a public hearing.

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

These regulations changes affect the community at large.

**Options:**

1. Approve on first reading and forward to second reading an Ordinance amending Olympia



Municipal Code Chapter 13.08 - Sewers. The effect of this option is the code is revised and increases in clarity. Also, a hardship status policy is created for low-income customers who meet certain criteria.

2. Direct staff to modify the regulation revisions. The effect of this option is that additional changes can be made to the proposed revisions before they are presented for approval. This will allow for Council input on the changes.
3. Do not approve the regulation revisions. The effect of this option is the code is not revised. Some portions of the code may continue to produce confusion in staff and customers. The proposed hardship status policy would not be created.

**Financial Impact:**

This action does not impact City revenue or spending. Some of the regulations increase customer payments; others decrease them. Some do not have a financial impact.

**Attachments:**

Ordinance  
Summary Table

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING OLYMPIA MUNICIPAL CODE CHAPTER 13.08 - SEWERS**

**WHEREAS**, City staff have become aware of certain ways the current wastewater regulations in the Olympia Municipal Code (OMC) could be serving our customers in a more fair and effective way; and

**WHEREAS**, the proposed changes to OMC 13.08 will improve the clarity and fairness of the City's wastewater regulations; and

**WHEREAS**, the proposed changes are clarifying in nature; and

**WHEREAS**, the City Council determines it to be in the best interest of the City of Olympia to amend the current wastewater regulations as proposed by staff;

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

**Section 1. Amendment of OMC 13.08.** Olympia Municipal Code Chapter 13.08 is hereby amended to read as follows:

**Chapter 13.08**

**SEWERS**

13.08.000 Chapter Contents

Sections:

**ARTICLE I. SEWER CONNECTIONS**

- 13.08.005 Purpose and policy.
- 13.08.010 Definitions.
- 13.08.015 Rules for administration and enforcement--Copy filing—Noncompliance.
- 13.08.020 Connection required when.
- 13.08.030 Permit required to open public sewer.
- 13.08.040 Side Sewer Installation and Maintenance.
- 13.08.050 Wastewater Management Plan.
- 13.08.080 Work in streets or public places.
- 13.08.090 Sewer connection type.
- 13.08.150 Tampering with and depositing rubbish in public sewer--Prohibited discharges.
- 13.08.180 Sewer service outside city limits.
- 13.08.185 Sewer service outside city limits--Agreements to run with the land.
- 13.08.186 Sewer service outside city limits--Other sections not affected.

**ARTICLE II. SEWER RATES**

- 13.08.190 Sewer rates--Definitions.
- 13.08.200 Payment of sewer bills.
- 13.08.205 Sewer general facility charges.
- 13.08.210 LOTT capacity development charge--Payment.
- 13.08.215 Septic to Sewer Program and infrastructure extension charges.

- 13.08.220 Charges become lien on ~~property~~ premises--Enforcement.
- 13.08.230 Shutting off water upon default.

### **ARTICLE III. AREA SERVICE CHARGE**

- 13.08.290 Charges become lien on ~~property~~ premises.

### **ARTICLE IV. VIOLATIONS**

- 13.08.380 Violations--Penalties.

### **ARTICLE I. SEWER CONNECTIONS**

#### **13.08.005 Purpose and policy**

~~This Article sets forth uniform requirements for connection and use of the public sewer owned by the City of Olympia. This Article shall apply to all users of the public sewer regardless of in which jurisdiction the premises being served is located.~~

The following regulations are established for the control of the municipal wastewater system of the City. This chapter applies to all users of the City wastewater system, both public and private portions, whether the premises served is inside or outside the Olympia city limits.

#### **13.08.010 Definitions**

~~For the purpose of this Article chapter, the words or phrases below have the following meanings:~~

~~A. "Building sewer" means the same as "side sewer" and "service lateral".~~

A. "City" means the City of Olympia, Washington, or as indicated by the context, may mean the Wastewater Utility, City Clerk, City Engineer, Finance Director, or other City employee or agent representing the City in the discharge of official duties.

B. "City Council" means the City Council of the City of Olympia.

~~BC. "City Engineer" shall means the City Engineer of the City of Olympia, or the City Engineer's designee, who has the duty and authority to enforce the codes and standards adopted by the City Council, as they relate to the development and operation of the City's infrastructure by private development, including other governmental agencies, and City projects.~~

D. "City Manager" means the City Manager of the City of Olympia or the City Manager's designee.

~~CE. "Domestic use" shall means any person who use which contributes, causes, or allows the contribution of wastewater into the POTW-City wastewater conveyance system that is of a similar volume and/or chemical make-up as that of a residential dwelling unit. Discharges from a residential dwelling unit include flows with up to 300 mg/l of Biological Oxygen Demand and 300 mg/l of Total Suspended Solids.~~

~~DE. "Downtown Deferred General Facility Charge Payment Option Area" shall means all properties located within the area bounded by: Budd Inlet to the north; Budd Inlet and Capitol Lake on the west; Sid Snyder Avenue extending between Capitol Lake and Capitol Way, and 14th Avenue extending to Interstate 5 on the south; Interstate 5 on the southeast; Eastside Street on the east, and Olympia Avenue extending to Budd Inlet on the north.~~

~~EG. "Gravity sewer system" shall means that portion of the public sewer in which wastewater flows through pipes by means of gravity and the sewer lift stations and force mains that connect the gravity~~

pipes in the system. S.T.E.P. and grinder pump systems, and associated low pressure mains, are not part of the gravity sewer system.

FH. "Grinder pump system" shall mean a facility consisting of a holding tank, grinder pump, and pressure piping system for conveying wastewater liquid and solids into the sewer system.

GI. "Industrial ~~user~~ use" shall mean any ~~Person~~ use with a source of discharge which does not qualify that ~~person as a Domestic domestic User use who~~ which discharges an effluent into the POTW City wastewater conveyance system by means of pipes, conduits, pumping stations, force mains, tank trucks, constructed drainage ditches, intercepting ditches, and any constructed devices and appliances appurtenant thereto.

HJ. "Onsite sewage system" shall mean a wastewater system consisting of a tank for settling and digesting wastewater solids that disposes of effluent on the same ~~property premises~~ that produces the wastewater. This type of system is commonly called a "septic system." "Onsite sewage system" as used in this chapter has the same meaning as "on-site septic system," "on-site sewage system," and "on-site sewage disposal system" as used in revised code of Washington.

I. ~~"Person" shall mean natural persons of either sex, associations, copartnerships and corporations, whether acting by themselves or by a servant, agent, or employee. The singular number includes the plural, and words referring to a specific gender may be extended to any other gender.~~

JK. "Premises" shall mean a property, lot, continuous tract of land, building, or group of adjacent buildings under a single control with respect to connection to sewer and responsibility for payment of fees and rates thereof ~~therefor. Subdivisions of such use or responsibility shall constitute a division into separate premises as defined in this section.~~

K. ~~"Publicly Owned Treatment Works or POTW" shall mean a treatment works, as defined by Section 212 of the Federal Water Pollution Control Act, also known as the Clean Water Act (33 U.S.C. Section 1292). This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, including sanitary sewer and storm sewer collection systems, which convey wastewater to a treatment plant.~~

L. "Public combined sewer" shall mean that portion of the public sewer system intended to collect both sanitary sewage and stormwater in a single sewer system and located within public rights-of-way or easements and operated and maintained by the City.

M. "Public sewer" shall mean that portion of the wastewater system located within public rights-of-way or easements and operated and maintained by the City.

N. "Public Works Director" means the Director of the City of Olympia Public Works Department or the Public Works Director's designee.

O. "Owner" means a natural person or legal entity, including an association, partnership, corporation, or limited liability company, who owns or controls a premises.

NP. "Septic tank effluent pumping or S.T.E.P. system" shall mean a facility consisting of a tank or tanks for settling and digesting wastewater solids and a pressure piping system for conveying the supernatant liquid into the sewer system. Most of the wastewater solids remain in the S.T.E.P. tank and are removed periodically.

QQ. "Side sewer" shall mean that portion of the sewer beginning outside the outer foundation wall of a structure and extending to the connection to the public sewer main, or to the S.T.E.P. tank, or to the grinder system service connection. Also referred to as a "building sewer" or a "service lateral."

R. "Standard specifications" means those standard specifications for public works construction that have been adopted by the City Council.

### **13.08.015 Rules for administration and enforcement--Copy filing—Noncompliance**

The City Manager may adopt rules and regulations necessary for the administration of this chapter and chapter 4.24 OMC; a copy of such rules and regulations must be on file and available for public examination at the City Clerk's Office or at such other place or places as may be designated by the City Council. Failure to comply with any such rules and regulations is a violation of this chapter.

### **13.08.020 Connection required when**

1. The owner or occupant of any lands, buildings or premises shall not be is not required to connect the lands, buildings or premises to the public sewer so long as the property premises is served by an existing lawfully functioning onsite sewage system and the property premises is not being divided. In the event any lands, buildings, or premises are is served by an onsite sewage system which that fails to function and cannot be remedied through minor repairs, and there is a public sewer available within two hundred (200) feet of the property premises, the owner or occupant shall will be shall required to connect the property premises to the public sewer. All premises within two hundred (200) feet of a public sewer main shall be are deemed to be within the area served by such public sewer. The distance to the public sewer shall must be is measured from the nearest adequate public sewer, by way of a public right-of-way or easement, to the nearest edge of the property premises. If a premises does not have frontage on any public right-of-way or easement, the distance to the premises is measured to the nearest edge of the easement used for ingress and egress to the premises. If no easement exists, it is measured to the point where the driveway meets a public right-of-way or easement.

The Public Works Director may make an exception for the requirement to connect for the replacement of a septic tank only where the connection to sewer would require an extension of the public sewer infrastructure.

In the event lands, buildings, and the premises are is served by an individual onsite sewage system which fails to function and there is no public sewer available within two (200) hundred feet and a replacement individual system cannot be lawfully approved to serve the property premises, the owner of the premises must shall nevertheless be connected connect to the public sewer, or the premises shall must cease to be occupied. An userowner can may avoid the requirement to connect by discontinuing the generation or discharge of any waste from the site and abandoning the onsite sewage system. The abandonment of the onsite sewage system shall must be in accordance with Thurston County Environmental Health regulations.

In the event any premises served by an onsite sewage system is divided or decreased in size through any means, the owner shall connect the premises with the onsite sewage system to the public sewer and abandon the existing onsite sewage system unless the criteria for a new onsite septic system in OMC 13.08.090 is met after the division or decrease in size. The only requirement of OMC 13.08.090 not applicable to the premises with the existing onsite sewage system is the provision that the premises be an undeveloped lot of record that existed prior to November 21, 2006. All other premises created by the division of the original premises must be connected to public sewer.

If any application is submitted for replacement of a septic tank or drainfield and the existing onsite sewage system is functioning, the Public Works Director shall deny the application if the premises and application do not meet the criteria in OMC 13.08.090 for a new onsite sewage system.

2. An owner who is required to connect to the public sewer based on subsection 1 of this section may appeal such requirement to the Public Works Director or to the Hearing Examiner as described in subsection 4 of this section, or to Thurston County.

3. Pursuant to RCW 35.21.940 35A.21.390, upon the failure of an ~~on-site-septic~~ onsite sewage system for which the City requires a connection to a public sewer system, the owner of such system may appeal the City's recommendation for denial of the permit to repair or replace existing, failing ~~on-site-septic-systems~~ onsite sewage system that:

- (a) Were made for a single-family residence by its owner or owners;
- (b) Were denied solely because of a law, regulation, or ordinance requiring connection to a public sewer system; and
- (c) Absent the applicable law, regulation, or ordinance requiring connection to a public sewer system upon which the denial was based, would be approved.

34. Any such appeal of the City's recommendation in circumstances set forth in subsection 2-3 of this section shall must be made to the Public Works Director or the City's hearing-examiner-Hearing Examiner as provided in OMC 18.75.020, who will-shall consider, at a minimum whether:

- (a) It is cost-prohibitive to require the ~~property~~ owner to connect to the public sewer system. In complying with this subsection (3)(a), the ~~city~~ City must consider the estimated cost to repair or replace the ~~on-site-septic~~ onsite sewage system compared to the estimated cost to connect to the public sewer system;
- (b) There are public health or environmental considerations related to allowing the ~~property~~ owner to repair or replace the ~~on-site-septic~~ onsite sewage system. In complying with this subsection (3)(b), the ~~city~~ City must consider whether the repaired or replaced ~~on-site-septic~~ onsite sewage system contributes to the pollution of surface waters or groundwater;
- (c) There are public sewer system performance or financing considerations related to allowing the ~~property~~ owner to repair or replace the ~~on-site-septic~~ onsite sewage system; and
- (d) There are financial assistance programs or latecomer agreements offered by the ~~city~~ City or state that may impact a decision of the ~~property~~ owner to repair or replace the ~~on-site-septic~~ onsite sewage system.

A copy of the Public Works Director's or City hearing-examiner's-Hearing Examiner's decision shall must be provided to the appropriate official at Thurston County for consideration in the County's decision to approve or deny the permit or in consideration of an appeal. Appeal of the final permit decision made by Thurston County shall must be made through the appropriate Thurston County appeal process.

45. Within the area to-be-served by the public sewer of the City as it now exists and as it may be improved and extended in the future, the owner of each lot or parcel of real property premises, upon which is a building or structure, for human occupation or use for any purpose shall, within thirty-30 days of notification by the City for connections to be made therewith, cause a connection to be made between the sewage system and each such building or structure within such lot or parcel premises.

56. If any connection to the public sewer is not made within the time provided in this Section, the City Engineer or such other employee of the City as the City Council may hereafter designate is authorized-

~~and directed to cause such connection to be made and to file a statement of the cost with the City Treasurer, and a check shall be issued under the direction of the City Council by the City Treasurer, and drawn on the sewer fund of the City for the payment of such cost. Such amount, together with a penalty of ten percent (10%), plus interest at the rate of six percent (6%) per year upon the total amount of such cost and penalty, shall be assessed against the property upon which the building or structure is situated, and shall become a lien thereon as provided in this chapter. Such total amount, when collected, shall be paid into the sewer fund.~~

If any connection to the public sewer is not made within the time provided in this section, the City Engineer or the City Engineer's designee is authorized and directed to cause such connection to be made. The total costs of such connection, together with a penalty of 10 percent, plus interest at the rate of six percent per year upon the total amount of such cost and penalty, is assessed against the premises upon which the building or structure is situated, and the total amount of such cost and penalty and interest becomes a lien thereon as provided in this chapter. Such total amount, when collected, must be paid into the sewer fund.

### **13.08.030 Permit required to open public sewer**

~~It is unlawful for any person to~~ A person may not make any opening in any sewer or drain, public or private, or connect a private sewer or drain therewith to any public sewer or drain without complying with all of the provisions of this article relating thereto and obtaining and having a permit to do so from the City Engineer Community Planning and Development Department. ~~The Director of Public Works shall assess a fee as set forth in Title 4, Fees and Fines, of this code for each permit issued under this chapter.~~

### **13.08.040 Side Sewer Installation and Maintenance**

A. ~~All~~ A person making any connections to the public sewer shall be made make such connection in a permanent and sanitary manner, subject to the approval of the City Engineer and in accordance with the public works standard specifications, engineering design and development standards, and uniform plumbing code of the City. The property owner of premises for which a connection to the public sewer system is made is responsible for shall pay all costs and expense incidental to the installation, connection, and maintenance of a side sewer, except as ~~noted~~ provided in subsections (B) and (C.) of this section.

B. City ownership of a gravity side sewer ~~shall be~~ is from the sewer main to the property right-of-way line or sewer easement boundary, if a cleanout exists at this point. ~~The property owner shall own~~ the side sewer from the premises to the cleanout at the property right-of-way line or sewer easement boundary. ~~The property owner shall be responsible for installing and maintaining~~ install and maintain the cleanout so it is accessible to the City.

If no cleanout exists at the property right-of-way line or sewer easement boundary, ~~the property owner shall own~~ the side sewer from the premises to the sewer main, until the ~~property owner~~ installs a cleanout at the property right-of-way line or sewer easement boundary. The connection between the side sewer and the main ~~shall be~~ is owned and maintained by the City.

City ownership of a grinder side sewer ~~shall be~~ is between the main and the service connection. All other elements of the grinder pump system, including but not limited to, the valves, pumps, and pressurized service line between the grinder pump and the service connection ~~shall be~~ is owned and maintained by the ~~property owner and the owner~~ shall maintain all such elements.

City ownership of S.T.E.P. side sewers ~~shall be~~ is according to ~~the~~ an applicable bill of sale.

C. Regardless of ownership of the sewer infrastructure where a blockage occurs, the ~~property owner~~ shall be is responsible for the removal of, and shall remove, blockages in side sewers between the

premises and the city main, including tree roots, dirt, debris, broken pieces of pipe, fats, oils, and grease, or other identifiable obstruction, if the cause of the damage or blockage originated from the private property privately owned premises. The City shall not be is not liable for any damages or costs incurred by reason of blockage or damage to the side sewer, if the cause of the damage or blockage originated from the private property privately owned premises.

### **13.08.050 Wastewater Management Plan**

The Director of Public Works, or the Director of Public Works' designee, is authorized and directed to prepare a wastewater management plan for the City wastewater conveyance system, in accordance with RCW 90.48.110. The Director of Public Works will shall also determine the standards for development and improvement of the wastewater system to provide safe and adequate conveyance of sewage to the POTW City wastewater conveyance system. A copy of the wastewater management plan shall be The plan is kept on file in the offices of the City Clerk and the Public Works Department.

### **13.08.080 Work in streets or public places**

All work within the limits of any street or public place must be prosecuted to completion with due diligence by a licensed contractor. The contractor shall post a bond acceptable to the City Engineer prior to any street excavation. If in the judgment of the City Engineer, or the City Engineer's inspector, any excavation is left open beyond a reasonable time, the City Engineer shall cause the same to be refilled, and the street restored forthwith as soon as possible to its former condition. Any costs incurred in such work shall must be charged to the contractor in charge of such work or against the contractor's bond, and the contractor shall pay such costs must be paid before the contractor shall may receive any future permit from the City.

### **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 the Public Works Director's 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. 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 the Public Works Director's 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~~
- c. ~~Following execution, the agreement shall be recorded by the City in the records of the Thurston County Auditor; and~~
- d. ~~Said agreement shall terminate if at any time any project application or approval expires or is revoked for any reason; and~~
- e. ~~Any cost of sewer extension required at the time of connection shall be borne in whole by the property owner.~~

A. New onsite sewage systems are permitted by Thurston County, with input from Olympia, only where all of the applicable criteria in Table 1 are met. For a septic system to be considered a replacement system, it must be replacing an existing septic system on the premises, without an increase in size due to an increase in building size, number of bedrooms, or number of ERUs.

<u><b>New System, Inside City Limits</b></u>	<u><b>New System, Outside City Limits</b></u>	<u><b>Replacement System, Inside Or Outside City Limits</b></u>	
<u>Location</u>	<u>Lot must be located more than 200 feet from an available public sewer as defined in OMC 13.08.020</u>	<u>Lot must be located more than 200 feet from an available public sewer as defined in OMC 13.08.020</u>	<u>Lot must be located more than 200 feet from an available public sewer as defined in OMC 13.08.020</u>

<u><b>New System, Inside City Limits</b></u>	<u><b>New System, Outside City Limits</b></u>	<u><b>Replacement System, Inside Or Outside City Limits</b></u>	
<u>Building</u>	<u>Systems may only be approved to serve a single-family residence or a single-family residence with an accessory dwelling unit unless the system approved is a community onsite sewage system (COSS) as described in OMC 13.08.090(3).</u>	<u>No building requirement.</u>	<u>No building requirement.</u>
<u>Lot size</u>	<u>Lot must be at least one acre, as described in subsection 1 below or be granted an exception to the one-acre rule as described in OMC 13.08.080(2).</u>	<u>Lot size requirement is determined by Thurston County.</u>	<u>Lot size requirement is determined by Thurston County.</u>
<u>Shoreline</u>	<u>All septic system components are prohibited within the shoreline jurisdiction, as defined in the Shoreline Master Program.</u>	<u>All septic system components are prohibited within the shoreline jurisdiction, as defined in the Shoreline Master Program.</u>	<u>Septic system components must be located outside the shoreline jurisdiction, as defined in the Shoreline Master Program, if possible. Exceptions may be approved by Thurston County.</u>
<u>Interim</u>	<u>System must meet criteria in OMC 13.08.090(4).</u>	<u>System must meet criteria in OMC 13.08.090(4).</u>	<u>For owners engaged in commercial use and premises with multi-family residences, system must meet criteria in OMC 13.08.090(4). No interim system requirement for a single-family residence, including a single-family residence with an ADU.</u>
<u>Lot origin</u>	<u>Lot must be a lot of record that existed prior to November 21, 2006, or have been created through consolidation of lots in existence prior to November 21, 2006, or be approved for a community onsite sewage system (COSS) as described in OMC 13.08.090(3).</u>	<u>Lot must have existed prior to application for the onsite sewage system. Lot subdivision is not permitted if the resulting lots would be served by onsite sewage systems except those approved for a community onsite sewage system (COSS) as described in OMC 13.08.090(3).</u>	<u>No lot origin requirement.</u>

Table 1

1. The lot size determination must 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, and unencumbered by rights-of-way and easements, and.

2. Exceptions to the one-acre minimum lot size are considered by the Public Works Director or the Public Works Director's designee when application is made in writing to the Public Works Director, on forms provided by the City. New onsite sewage systems for undeveloped lots of record smaller than one acre are evaluated using the following criteria:

a. New onsite sewage systems may not be permitted on lots located within an area at high risk for onsite sewage 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 may only be permitted on lots connected to public water service; and

c. New onsite sewage systems may not be permitted on lots smaller than 12,500 square feet. The lot size determination is as defined in subsection (1) of this section.

3. Community onsite sewage systems (COSS) may be permitted by Thurston County with input from Olympia with the following requirements:

a. Gravity sewer lines must be installed to all sites served by the COSS and along the frontage of the project as required in EDDS 3.110; and

b. All connection charges and monthly or bi-monthly sewer bills must be paid at the same rate as properties connecting to sewer; and

c. COSS are considered interim facilities and must meet the requirements of subsection 4 of this section; and

d. Once constructed, COSS are owned and maintained by the City of Olympia. The owner shall record all related bills of sale and easements in the office of the Thurston County Auditor.

4. Permitted onsite sewage systems are considered interim facilities and must meet the following criteria:

a. The system must be designed and constructed to facilitate conversion to the public sewer when sewer becomes available, as determined by the Public Works Director.

b. Each owner constructing a new onsite sewage system must enter into an Agreement for Interim Onsite Sewage System with the City in a form approved by the City.

c. The Agreement for Interim Onsite Sewage System requires connection of the premises directly to the public sewer within one year after the date of official notice to connect at such time that a sewer is available, as defined in OMC 13.08.020.

d. Following execution, the owner shall record the Agreement for Interim Onsite Sewage System in the office of the Thurston County Auditor and shall provide a copy of the recorded document to City staff; and

e. The Agreement for Interim Onsite Sewage System terminates if at any time any septic application or approval expires or is revoked for any reason; and

f. The owner shall bear any and all cost of sewer extension required at the time of connection.

B. New septic tank effluent pump (S.T.E.P.) systems ~~shall be~~ are permitted provided a gravity sewer is not available to the ~~property premises~~ as defined in OMC 13.08.020, and:

1. The ~~property premises~~ 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 premises~~ is located within a subdivision vested as of July 2005, in accordance with OMC Section 18.72.060, Determination of Complete Application; ~~or~~
3. The ~~property premises~~ was created through a short plat after April 30, 2018, from a property abutting on any street, alley, right-of-way, or easement in which there is now located a S.T.E.P. force main. Only one short plat per property in existence on April 30, 2018, ~~shall be~~ is eligible for S.T.E.P. sewer connection. No further short plat ~~shall be~~ is allowed until gravity sewer is available to the ~~property premises~~; ~~or~~
4. The ~~property premises~~ is abutting on any street, alley, right-of-way, or easement in which a S.T.E.P. force main was extended as part of the Septic to Sewer program as per OMC 13.08.215.

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

1. New individual grinder pump system use is limited where:
  - a. A public gravity sewer is contiguous to the ~~property premises~~, 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. The owner shall purchase, own, and maintain and operate the Grinder-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 premises~~ shall ~~must~~ be publicly owned and maintained. Publicly-owned grinder pump force mains ~~shall be~~ are 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 proponent is responsible for and shall pay 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~~ are not permitted to discharge to designated Septic Tank Effluent Pump (S.T.E.P.) force mains unless it is determined by the City Engineer or the City Engineer's designee to be in the best interest of the City.

### **13.08.150 Tampering with and depositing rubbish in public sewer--Prohibited discharges**

A. ~~It is unlawful for any person to~~ No person may break, damage, destroy, uncover, deface, or tamper with any structure, facility, appurtenance, or equipment ~~which that is a part of the public sewer of the City. It is unlawful for any~~ No person may to deposit garbage, rubbish, soil materials, or any substance having a tendency to obstruct the flow of any sewage in any pipe, maintenance hole, cleanout, or sewer opening.

B. No person ~~shall~~ may discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, or cooling water to any public sewer. Stormwater and all other unpolluted drainage ~~shall~~ may only be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet approved by the City Engineer. ~~Industrial users~~ An owner engaged in industrial use shall discharge sewage to the public sewer in compliance with all requirements of Chapter 13.20 OMC.

C. Except as hereinafter provided, no owner engaged in domestic use ~~use~~ shall ~~may~~ discharge or cause to be discharged, any of the following described waters or wastes to any public sewer:

1. Any liquid or vapor having a temperature higher than ~~one hundred fifty~~ 150 degrees Fahrenheit;
2. Any water or waste which may contain more than ~~one hundred~~ 100 parts per million, by weight, of fat, oil, or grease;
3. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas;
4. Any garbage, other than organic food wastes that have been properly shredded;
5. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage ~~works~~ system;
6. Any waters or wastes having a pH lower than five and five-tenths or higher than nine or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works;
7. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewage treatment plant;
8. Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant;
9. Any noxious or malodorous gas or substance capable of creating a public nuisance.

### **13.08.180 Sewer service outside city limits**

A. ~~Property~~ Any owner of premises lying within the urban growth boundary area shall agree to annex to the City as a condition of sewer connection. ~~Alternatively. In the alternative,~~ the City may elect to defer annexation and require execution of an agreement described in subsection (B) of this section.

B. ~~Property~~ Premises lying within the urban growth area which is not annexed as a condition of sewer service shall be permitted ~~may receive~~ sewer connection only upon the owner of such premises entering into an Agreement to Annex ~~appropriate agreement~~ with the City containing a waiver of protest to annexation and/or power of attorney authorizing annexation at such time as the City determines the ~~property~~ premises should be annexed to the City.

C. Following execution, such agreements shall ~~must~~ be recorded by the City Clerk in the chain of title for such ~~property~~ premises in the official records office of the Thurston County Auditor.

### **13.08.185 Sewer service outside city limits--Agreements to run with the land**

The agreement described in OMC Section 13.08.180 above shall ~~must~~ contain a provision that the obligations and privileges contained therein shall run with the land and bind future owners of said land in the same manner as the applicant is bound ~~therein~~ thereby.

### **13.08.186 Sewer service outside city limits—Other sections not affected**

In addition to OMC 13.08.180 and 13.08.185, all other provisions of this chapter apply to connections outside the Olympia city limits.

## **ARTICLE II. SEWER RATES**

### **13.08.190 Sewer rates—Definitions**

A. A charge for sanitary sewage disposal shall ~~be~~ is levied against all accounts and premises connected to a sewer main or City-maintained community onsite system at the rate set forth in Title 4, Fees and Fines, of this code.

B. For purposes of subsection (A) of this section, the term "equivalent residential unit" or "ERU" shall ~~be as follows~~ means:

1. One single-family residence: one ERU; or
2. One single-family residence with accessory dwelling unit: one ERU; or
3. One mobile home, or one mobile home space in a mobile home or trailer park: one ERU; or
4. Duplex: two ERUs; or
5. Residential structure having more than two living units, seven-tenths of an ERU per living unit; or
6. With respect to uses other than residential, one ERU shall ~~be~~ is designated for each ~~nine-hundred (900)~~ cubic feet for LOTT wastewater service charges and ~~seven-hundred (700)~~ cubic feet for public sewer charges per month of water consumed or sewage discharged as measured at the source; provided, that for volumes in excess of ~~nine-hundred (900)~~ cubic feet per month and ~~seven-hundred (700)~~ cubic feet per month, the service charge per ~~one-hundred (100)~~ cubic feet shall ~~be~~ is

computed at the rate of one-ninth of the LOTT wastewater service charge, plus one-seventh of the public sewer charge; and

7. With respect to an account consisting of both residential and nonresidential uses, the residential uses ~~shall be~~ are charged as set forth in ~~this subsections (B) Nos. (1) through (5) of this section~~ and the nonresidential uses ~~shall be~~ are charged an additional one ERU; provided, that if the total monthly volume of the account exceeds the number of ERUs computed pursuant to this subsection times ~~nine hundred (900) cubic feet for LOTT wastewater service charges and seven hundred (700) cubic feet for local collection charges,~~ the charge per ~~one hundred (100) cubic feet for the account shall be~~ are computed at the rate of one-ninth of the LOTT wastewater service charge, plus one-seventh of the public sewer charge.

### **13.08.200 Payment of sewer bills**

The City Council may in its discretion determine whether the charges for sewage disposal service ~~shall be~~ are on a monthly or bimonthly basis. The ~~foregoing following~~ rates and charges for sanitary sewage disposal ~~shall be~~ are due and payable ~~at the office of the City Treasurer or at such place or places designated by that City Treasurer as Olympia City Hall on the date established by the Director of Administrative Services~~ Finance Director may require, as authorized in ~~Section OMC 4.24.050 of this code.~~

### **13.08.205 Sewer general facility charges**

A. A sewer general facility charge ("Sewer GFC") ~~shall will be~~ is assessed in the amount set forth in Title 4, Fees and Fines, ~~of this code, for all new sewer connections and for all changes in use of a property premises that result in an increase in ERUs, as defined in Section OMC 13.08.190.~~ Except as provided in subsections (B), (C), and (D) of this ~~Section~~ section, such charge ~~shall become~~ is due and payable ~~no earlier than at the time of issuance of an engineering, sewer connection, or building permit and no later than at the time of issuance of each permit to connect to the public sewer,~~ and at the rate in effect at the time of payment, except for the deferred payment option stated below. For projects located outside the City, the date of building permit issuance by Thurston County ~~shall constitutes~~ is the earliest time of payment. This charge ~~shall be~~ is assessed in addition to any other charges or assessments levied under this chapter. Said funds ~~shall will must~~ be deposited in the sewer capital improvement fund established under ~~Section 3.04.750 OMC 3.04.500 of this code and shall will must~~ be used only for the purposes enumerated therein.

B. The Sewer GFC may be deferred for residential developments in the Downtown Deferred General Facility Charge Payment Option Area. An unpaid Sewer GFC deferred under this section ~~shall constitutes~~ is a lien against the ~~property premises~~ for which it is payable. Payment of a Sewer GFC need not be made prior to the time of connection if the payer provides the Community Planning and Development Department with proof that a Voluntary General Facility Charge Lien Agreement, in a form approved by the City Attorney, has been executed by all legal owners of the ~~property premises~~ upon which the development activity allowed by the building permit is to occur, and the agreement has been recorded in the office of the Thurston County Auditor. When such deferral is sought for a portion of the development activity, the City, at its sole discretion, ~~shall determines~~ is the portions of the Sewer GFC to be applied to the portions of the development activity. If a Voluntary General Facility Charge Lien Agreement has been recorded, payment of the ~~general facility charge shall be~~ Sewer GFC is deferred under the following conditions:

1. The Sewer GFC ~~will be~~ is assessed at the rate in effect at the time of issuance of the building permit for the project, and
2. ~~Payment of~~ The owner shall pay the Sewer GFC ~~will be made~~ at the earlier of (a) the closing of sale of the ~~property premises~~ or any portion of the ~~property premises~~, or (b) three ~~(3)~~ years from the date of the City's issuance of a Certificate of Occupancy, and

3. A GFC payment made within one (1) year of issuance of the Certificate of Occupancy for the development ~~shall pay~~ is the fees assessed at the time of issuance of the building permit, and
4. A GFC payment made within the second year from issuance of the Certificate of Occupancy for the development ~~shall pay~~ is the Sewer GFC plus an interest component, for a total of 105% percent of the remaining balance of the fees assessed at the time of issuance of the building permit, and
5. A GFC payment made within the third year from issuance of the Certificate of Occupancy for the development ~~shall pay~~ is the Sewer GFC plus an interest component, for a total of 110% percent of the remaining balance of the fees assessed at the time of issuance of the building permit.

In the event that the Sewer GFC ~~and/or~~ interest (if any), ~~or both~~, is not paid within the time provided in this subsection, all such unpaid charges, fees, and interest ~~shall constitute~~ is a lien against the ~~property premises~~ for which they were assessed. The lien may be enforced either by foreclosure pursuant to RCW 61.12 or by termination of water service pursuant to ~~Section OMC 13.04.430 of this Code~~. The City may use other collection methods at its option. In the event of foreclosure, the owner at the time of foreclosure shall also pay the City's reasonable attorney fees and costs incurred in the foreclosure process. Notwithstanding the foregoing, the City ~~shall will~~ not commence foreclosure proceedings less than ~~thirty (30)~~ calendar days after providing written notification to the then-present owner of the ~~property premises~~ via certified mail with return receipt requested advising of its intent to commence foreclosure proceedings. If the then-present owner cures the default within the ~~thirty~~ 30-day cure period, no attorney fees ~~and/or~~ or costs ~~will be~~ are owed.

C. The Sewer GFC ~~will be~~ is waived for ~~properties any premises~~ served by an existing OSS that connects to the public sewer within two years following notice by the City of eligibility for a Sewer GFC waiver. ~~Notice will be sent to property~~ The City shall send notice to an owners when sewer becomes available to ~~their property the owner's premises~~. Notice ~~will be~~ is effective as of the date it is sent to the ~~property owner~~ by certified first class mail. ~~Properties that~~ An owner who fails to connect to the public sewer within two years following such notice ~~shall be~~ are is charged the Sewer GFC in effect at the time of connection to the public system, and those properties may defer payment of the Sewer GFC as provided in subsection (D) ~~below of this section~~.

An owner ~~property shall~~ is also be eligible for a Sewer GFC waiver at such time as the ~~property premises~~ becomes eligible for a full or partial rebate of the LOTT capacity development charge (LOTT CDC). The Sewer GFC waiver ~~shall expire~~ is on the same date as the expiration of the LOTT CDC rebate.

In addition, the Sewer GFC ~~will be~~ is waived for ~~properties any premises~~ served by an existing OSS that connects to the public sewer within two years of a transfer of ownership of the ~~property premises~~. ~~Property owners are required to~~ An owner shall provide documentation to the City of the transfer of ownership in order to be eligible for this waiver. The City will not provide notification to a new ~~property owners~~.

In all cases, the Sewer GFC waiver will be ~~is~~ limited to the number of ERUs served by the existing OSS.

D. The Sewer GFC for ~~properties premises~~ abandoning an existing OSS and connecting to public sewer without an increase in ERUs ~~shall be paid~~ is due in full or under installment contract with the following conditions:

1. The ~~property premises~~ must be served by public water with an individual City of Olympia metered water utility account.
2. In order to defer payment of a Sewer GFC, an ~~property owner must~~ shall execute a Sewer Connection Fee Contract with the City in a form approved by the City Attorney in which the ~~property owner~~ agrees to pay specified progress payments. The Sewer Connection Fee Contract ~~shall also~~ must provide that the City ~~shall be~~ is entitled to attorney's fees and costs, should legal action need



to be commenced to collect or enforce the contract. Connection to the public sewer ~~will be~~ allowed after the Sewer Connection Fee Contract has been recorded in the office of the Thurston County Auditor. The owner shall pay Recording-recording fees shall be are paid by the property owner upon submittal of the signed Sewer Connection Fee Contract.

3. The owner shall make Payments-payments toward the deferred Sewer GFC ~~shall be are made~~ on a monthly basis, including principal and interest, until the Sewer GFC and associated loan costs are paid. The minimum monthly payment ~~shall be is~~ must be calculated such that full payment ~~shall be is~~ completed within ~~eight~~ years, with at most 96 monthly payments.

4. Any unpaid balance for deferred Sewer GFC is subject to interest charges, with ~~The-the~~ interest rate charged on any unpaid balance ~~shall be equal~~ to the interest rate of the most recent general obligation bonds issued by the City prior to execution of the Sewer Connection Fee Contract.

5. Upon sale of the ~~property premises~~, the unpaid Sewer GFC ~~shall must~~ be paid in full, or the new owner ~~shall must~~ execute a Sewer Connection Fee Contract with the City for the balance of the GFC owed under the terms of this section with a maximum number of monthly payments equal to 96 minus the number of months any previous Sewer Connection Fee Contracts were in existence.

6. In the event that the Sewer GFC ~~and/or~~ interest (if any), or both, is not paid within the time provided in ~~this-subsection D of this section~~, all such unpaid charges, fees, and interest ~~shall~~ constitute a lien against the ~~property premises~~ for which they were assessed. The lien may be enforced either by foreclosure pursuant to RCW 61.12 or by termination of water service pursuant to ~~Section-OMC 13.04.430 of this Code~~. The City may use other collection methods at its option. In the event of foreclosure, the owner at the time of foreclosure shall ~~also~~ pay the City's reasonable attorney fees and costs incurred in the foreclosure process. Notwithstanding the foregoing, the City ~~shall will~~ not commence foreclosure proceedings less than ~~thirty-(30)~~ calendar days after providing written notification to the then-present owner of the ~~property premises~~ via certified mail with return receipt requested advising of its intent to commence foreclosure proceedings. If the then-present owner cures the default within the ~~thirty~~ 30-day cure period, no attorney fees ~~and/or~~ costs will be owed.

E. The Sewer GFC for properties on public combined sewers ~~shall apply-applies~~ to properties located within the Downtown Deferred General Facility Charge Payment Option Area and discharging sanitary sewage to the public combined sewer ~~upon change in the character of the use of any structure on such property or upon a significant increase of sewage discharge therefrom.~~

F. If there is a significant increase of sewage discharge from a premises and if one or more of the triggering events in subsection (F)(5) of this section occurs, additional Sewer GFCs will be charged as follows:

1. A "significant increase" means an increase of 25 percent or more in current wastewater discharge, as compared to the number of ERUs used to calculate Sewer GFCs previously paid, provided the increase is equal to at least one ERU; and
2. "Current wastewater discharge" means the average wastewater discharge of the most recent six winter months (with meter read dates in November through April) either measured by wastewater discharge meter or drinking water meter, whichever is applicable; and
3. A customer is given notice and a period of one year in which to:

- a. Decrease wastewater discharge sufficiently to no longer qualify as a significant increase as defined in subsection (F)(1) of this section; or
- b. Install a wastewater discharge meter, if one is not already installed; or
- c. Install a separate irrigation meter;

and

- 4. After the one-year period, current wastewater discharge is recalculated and if the discharge continues at or above the significant increase level, additional Sewer GFCs are imposed for the additional ERUs of wastewater discharge, and the owner shall pay such additional Sewer GFCs within 60 days of notification of charges due.
- 5. Triggering events for calculation of a possible significant increase of sewer discharge are:
  - a. Application to the LOTT Clean Water alliance for an increase in discharge limits; or
  - b. Application to the City for a larger drinking water meter or additional drinking water meter(s).
  - c. Application to the City or County for a change in use of a premises; or
  - d. Application to the City or County for a building permit.

**13.08.210 LOTT capacity development charge—Payment**

A. ~~There shall also be charged an additional~~ is imposed a LOTT capacity development charge (“LOTT CDC”) ~~for the any premises, as defined in OMC Section 13.08.010, which that~~ is provided sewer service by Olympia the City. ~~The LOTT capacity development charge shall also be assessed upon later change in the character of the use of any such premises or upon a significant increase of sewage discharge therefrom, determined in accordance with the guidelines and procedures adopted by the advisory committee created pursuant to the intergovernmental contract for wastewater facilities management.~~ The LOTT capacity development charge shall be CDC is in the amount set forth in Title 4, Fees and Fines, of this code the OMC. ~~The capacity development charge LOTT CDC is intended to pay a predetermined share of the estimated capital cost per ERU to provide future joint facilities and additions to existing joint facilities that are considered necessary to serve the connections paying the capacity development charge LOTT CDC while maintaining adequate system reserve capacity as described in The Highly Managed Alternative of the LOTT Wastewater Resource Management Plan of 1999.~~

B. An owner shall pay the LOTT CDC; The such charge imposed under Subsection subsection (A) of this section shall become is due and payable no earlier than at the time of issuance of an engineering, sewer connection, or building permit and no later than at the time each connection is completed, and at the rate in effect at the time of payment. For projects located outside the City, the date of building permit issuance by Thurston County shall constitute the earliest time of payment. If not paid on or before said date, the same shall become is delinquent and shall bears interest at the rate of six percent per year from the date of delinquency until paid.

C. If there is a significant increase of sewage discharge from a premises and if one or more of the triggering events in subsection (C)(5) of this section occurs, additional LOTT CDCs will be charged as follows:

- 1. “A significant increase” means an increase of 25% or more in current wastewater discharge, as compared to the number of ERUs used to calculate CDCs previously paid, provided the increase is equal to at least one ERU; and

2. If a premises connected to sewer before LOTT CDCs existed as a charge, the base number of ERUs is the Sewer GFCs previously paid; and
3. “Current wastewater discharge” means the average wastewater discharge of the most recent six winter months (with meter read dates in November through April) either measured by wastewater discharge meter or drinking water meter, whichever is applicable; and
4. An owner is given notice and a period of one year in which to:
  - a. Decrease wastewater discharge sufficiently such that the discharge no longer qualifies as a significant increase as defined in subsection (C)(1) of this section; or
  - b. Install a wastewater discharge meter, if one is not already installed; or
  - c. Install a separate irrigation meter;

and

5. After the one-year period, current wastewater discharge is recalculated and if the discharge continues at or above the significant increase level, additional LOTT CDCs are imposed for the additional ERUs of wastewater discharge, and payable the owner shall pay such additional LOTT CDCs within 60 days of notification of charges due.
6. Triggering events for calculation of a possible significant increase of sewer discharge are:
  - a. Application to the LOTT Clean Water Alliance for an increase in discharge limits; or
  - b. Application to the City for a larger drinking water meter or additional drinking water meter(s);  
or
  - c. Application to the City or County for a change in use of a premises; or
  - d. Application to the City or County for a building permit.

### **13.08.215 Septic to Sewer Program and infrastructure extension charges**

A. There is hereby established the City of Olympia Septic to Sewer Program with the goal of connecting properties served by onsite sewage systems (OSS) to the public sewer. In furtherance of the Septic to Sewer Program, the City may construct sewer infrastructure to facilitate connection of properties served by onsite sewage systems. Infrastructure may include sewer mains, sewer maintenance holes, sewer cleanouts, sewer lift stations, sewer force mains, and STEP (septic tank effluent pumping) systems. Infrastructure extension proposals may be submitted by the owner of an OSS. Infrastructure extension proposals ~~shall be~~ are reviewed by staff and prioritized using the following factors:

1. Public health risk for the OSS as determined with input from Thurston County Environmental Health, including factors such as depth to groundwater, soil type, lot size, OSS density, and proximity to drinking water sources. Projects serving higher risk OSS ~~shall be~~ are given higher priority;
2. Scope of infrastructure extension required with respect to number of existing OSS to potentially benefit. Projects requiring less extensive infrastructure extension and potentially benefitting a higher number of properties ~~shall be~~ are given higher priority;

3. Public drinking water availability. Projects without public drinking water available ~~shall be~~ are given higher priority;
4. Available funds.

~~Final approval of the infrastructure extension shall be made by the Public Works Director or the Public Works Director's designee. The Public Works Director makes final approval of any proposed infrastructure extension.~~

B. ~~An owner shall pay a capital charge (CC) or the portion of the CC described below shall be paid for connections to the public sewer made after November 5, 2017, to sewer infrastructure that was extended as part of the Septic to Sewer program after November 5, 2017. The CC is defined as the total project cost, divided by the potential number of ERUs as defined under OMC 13.08.190, to be served by the infrastructure. The total project cost of a sewer infrastructure extension, including the costs of design, construction, material, labor, and contract administration, shall be~~ is based on the City's Engineering Design and Development Standards for latecomer agreements. Payment ~~An owner shall make payment of the CC or the portion of the CC due must be made prior to issuance of permit for sewer connection, except as provided in section C below subsection (C) of this section. The CC shall be~~ is charged as follows:

1. ~~For properties an owner abandoning an existing OSS, and connecting to an infrastructure extension within two years of notification of completion of the extension, without an increase in ERUs, the amount due shall be~~ is 20% percent of the CC.
2. For an owner abandoning an existing OSS and connecting to an infrastructure extension within two years of a transfer of ownership of the premises, without an increase in ERUs, the amount due is 20 percent of the CC. An owner shall provide documentation to the City of the transfer of ownership in order to be eligible for the 20 percent charge. The City is not required to provide notification to the new owner of a premises.
3. For an owner abandoning an existing OSS, and connecting to an infrastructure extension, without an increase in ERUs, who qualifies for hardship status, as defined by the Public Works Director in a policy published on the City web site, the amount due is 20 percent of the CC, regardless of the date of connection.
4. ~~For properties an owner abandoning an existing OSS, and connecting to an infrastructure extension more than two years after notification of completion of the extension, without an increase in ERUs, for which subsections (B)(1) through (3) of this section do not apply, the amount due shall be~~ is 50% percent of the CC.
35. ~~For all properties for an owner to which numbers 1 and 2 above subsections (B)(1) through (4) of this section do not apply, the amount due shall be~~ is 100% percent of the CC.
46. ~~For properties that an owner who connects more than one year after completion of the infrastructure extension, the CC will be~~ is adjusted by the intervening annual changes in the Consumer Price Index for all urban consumers in the Seattle-Tacoma-Bremerton urban area, in which Olympia is included.

C. ~~For properties an owner abandoning an existing OSS and connecting to an infrastructure extension without an increase in ERUs, the CC or the portion of the CC due shall~~ must be paid in full prior to issuance of permit for sewer connection, or under installment with the following conditions:

1. The ~~property premises~~ must be served by public water with an individual City of Olympia metered water utility account.
2. In order to defer payment of the CC or the portion of the CC due, ~~an property owner must~~ shall execute a Sewer Connection Fee Contract with the City in a form approved by the City Attorney in which the ~~property owner~~ agrees to pay specified progress payments. The Sewer Connection Fee Contract ~~shall must~~ also provide that the City ~~shall be is~~ entitled to attorney's fees and costs should legal action ~~need to be~~ commenced to collect or enforce the Sewer Connection Fee Contract. Connection to the infrastructure extension ~~will be is~~ allowed after the Sewer Connection Fee Contract has been recorded in the office of the Thurston County Auditor. ~~Recording fees shall be paid by the property~~ The owner is responsible for and shall pay recording fees upon submittal of the signed Sewer Connection Fee Contract.
3. ~~Payments~~ The owner shall make payments toward the deferred CC or the portion of the CC due ~~shall be made on a monthly basis~~ until the CC or the portion of the CC due and associated ~~loan costs are interest~~ is paid. The minimum monthly payment ~~shall must~~ be calculated such that full payment ~~shall will be is~~ completed within ~~eight~~ eight years, with at most 96 monthly payments.
4. The interest rate charged on any unpaid balance ~~shall be is~~ equal to the interest rate of the most recent general obligation bonds issued by the City prior to execution of the Sewer Connection Fee Contract.
5. Upon sale of the ~~property premises~~, the unpaid CC or the portion of the CC due ~~shall must be~~ paid in full or the new owner shall execute a Sewer Connection Fee Contract with the City for the balance of the CC owed under the terms of this section.
6. In the event the CC or the portion of the CC due and interest (if any) is not paid within the time provided in this subsection, all such unpaid charges, fees, and interest ~~shall constitute~~ a lien against the ~~property premises~~ for which they were assessed. ~~The City may enforce the lien may be enforced either by foreclosure pursuant to RCW 61.12 or by termination of water service pursuant to Section OMC 13.04.430 of this Code.~~ The City may use other collection methods at its option. In the event of foreclosure, the owner at the time of foreclosure shall also pay the City's reasonable attorney fees and costs incurred in the foreclosure process. Notwithstanding the foregoing, the City ~~shall will~~ not commence foreclosure proceedings less than ~~thirty (30)~~ calendar days after providing written notification to the then-present owner of the ~~property premises~~ via certified mail with return receipt requested advising of its intent to commence foreclosure proceedings. If the then-present owner cures the default within the ~~thirty~~ 30-day cure period, no attorney fees and/or costs will be owed.

**13.08.220 Charges become lien on ~~property premises~~ — Enforcement**

All charges for sanitary sewage disposal service and for connections with the public sewer system, together with the penalties and interest thereon as provided in this article, ~~shall be~~ are a lien upon the ~~property premises~~ upon which such connection is made or sewage disposal service furnished, superior to all other liens or encumbrances, except those for general taxes and special assessments. ~~Enforcement of~~ The City may enforce such lien or liens ~~shall be~~ in the manner provided by law for the enforcement of the same and for delinquent sewage disposal service charges.

**13.08.230 Shutting off water upon default**

In the event that any such bill for sewage disposal service rates and charges or connections is not paid by the date established by the ~~Director of Administrative Services Finance Director~~ as set forth in ~~Chapter 4.24 of this code~~ chapter 4.24 OMC, the City ~~shall~~ may shut off the water furnished to the premises to

which the services were rendered or connection made. The City may keep water ~~shall not be turned on again~~ shut off until such bill, together with all penalties and interest due thereon has been paid in full.

### **ARTICLE III. AREA SERVICE CHARGE**

#### **13.08.290 Charges become lien on ~~property~~premises**

In addition to all other charges that may be imposed under this chapter and under Title 4 OMC, Fees and Fines, ~~there shall be assessed~~ the City may charge a frontage or area charge (or both) for sewer connections, ~~where applicable, a frontage and/or area charge.~~ These charges ~~shall be~~ are assessed to reimburse persons or the City for the cost of constructing sewer lines and other appurtenances in the street fronting the premises served by the connection. The amount of these charges ~~shall be~~ is calculated per schedules for various sewer projects available in the Public Works Department. All charges assessed pursuant to this chapter ~~shall become a lien on the property premises so assessed,~~ which may be enforced in the manner provided by Section OMC 13.08.220.

### **ARTICLE IV. VIOLATIONS**

#### **13.08.380 Violations--Penalties**

A. Discontinuance of Water Service. Service to any customer receiving water and wastewater service from the City water system is contingent upon compliance with all legal requirements pertaining to wastewater service. Water service may be discontinued to any customer for failure to comply with such requirements and discontinued service will not be re-established until the Director of Public Works or the Director's designee has determined that the customer is in compliance with all applicable legal requirements.

B. Any person, firm, or corporation who knowingly violates or fails to comply with any term or provision of this chapter shall will be deemed to have committed a misdemeanor, and if found guilty, shall will be subject to a fine not to exceed One Thousand Dollars (\$1,000.00), and/or to imprisonment not to exceed ninety (90) days or to both such fine and imprisonment. Each day shall will be a separate offense. In the event of a continuing violation or failure to comply, the second and subsequent days shall will constitute a gross misdemeanor punishable by a fine not to exceed Five Thousand Dollars (\$5,000.00) and/or imprisonment not to exceed three hundred and sixty five (365) days or both such time and imprisonment. Continuing violation shall will mean the same type of violation which is committed within a one year of the initial violation.

BC. As an additional concurrent penalty, it ~~shall be~~ is a civil infraction for a person, firm, or corporation to violate or fail to comply with any term or provision of this chapter. Each day ~~shall will~~ be a separate infraction. A person, firm, or corporation found to have committed a civil infraction ~~shall will~~ be assessed a monetary penalty as follows:

1. First offense: Class 3 (\$50), not including statutory assessments.
2. Second offense arising out of the same facts as the first offense: Class 2 (\$125), not including statutory assessments.
3. Third offense arising out of the same facts as the first offense: Class 1 (\$250), not including statutory assessments.

See also ~~OMC~~ chapter 4.44 OMC, Uniform Civil Enforcement.

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

**Section 3. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances remain unaffected.

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

**Section 5. Effective Date.** This Ordinance takes effect 30 days after passage and publication, as provided by law.

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MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**

*Michael M. Young*  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**

## Proposed Regulation Changes Table

<b>OMC Section</b>	<b>Subject</b>	<b>Description of Proposed Change</b>
13.08.005	Application	Clarifying who the wastewater chapter applies to.
13.08.010	Definitions	Adding definitions. Revising some wording for clarity.
13.08.015	Administration	Adding a new section for clarity and to be consistent with other chapters.
13.08.020	Connection Requirement	Addressing properties without right-of-way frontage. Allowing for limited septic tank replacements. Addressing properties with septic systems being divided. Addressing replacement of septic systems that have not failed. Providing for an administrative appeal.
13.08.030	Permits	Clarifying when a permit is needed. Deleting reference to fees which are covered elsewhere.
13.08.040	Side Sewers	Revising some wording for clarity.
13.08.050	Wastewater Management Plan	Revising wording to be consistent with other chapters.
13.08.090	Sewer Connection Type	Clarifying which septic system requirements apply under different circumstances. Adding requirements for community onsite sewage systems (COSS).
13.08.180	Outside City Limits	Clarifying conditions for connection to the wastewater system outside the city limits.
13.08.185	Outside City Limits	Revising some wording for clarity.
13.08.186	Outside City Limits	Adding a new section for clarity and to be consistent with other chapters.
13.08.215	Septic to Sewer Program	Adding a provision for new owners of properties and those for whom hardship status applies to pay the lower rate for infrastructure charges due from a sewer infrastructure extension project.
13.08.380	Water Service Discontinuance	Allowing water service to be discontinued for violation of wastewater regulations.
13.08.205	General Facility Charge (GFC)	Clarifying under what circumstances additional GFCs will be collected and in what amounts. Clarifying language regarding GFC payments for septic to sewer conversions.
13.08.210	Capacity Development Charge (CDC)	Clarifying under what circumstances additional CDCs will be collected and in what amounts.
Multiple	Wording	Improving consistency of wording.





## City Council

### Regional Fire Authority Planning Briefing

**Agenda Date:** 4/19/2022  
**Agenda Item Number:** 6.A  
**File Number:**22-0387

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

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**Title**

Regional Fire Authority Planning Briefing

**Recommended Action**

**Committee Recommendation:**

Not referred to a committee.

**City Manager Recommendation:**

Receive a briefing on the work of the Regional Fire Authority Planning Committee.

**Report**

**Issue:**

Whether to receive a briefing on the work of the Regional Fire Authority Planning Committee.

**Staff Contact:**

Jay Burney, City Manager, 360.753.8740

**Presenter(s):**

Jay Burney, City Manager

**Background and Analysis:**

In 2019, the City of Olympia participated with the City of Tumwater and other local Fire agencies in a study to evaluate options for a Regional Fire Authority (RFA).

The study looked at opportunities to improve emergency services in the Olympia and Tumwater communities and explored partnership opportunities to provide these services regionally. Findings from this study, which were presented at an elected official's workshop in November 2019, recommended further exploration of a Regional Fire Authority as Olympia and Tumwater share similar risk profiles, histories, and organizational structures, there may be a potential to control costs and improve service delivery, it would level tax rates across the region, provide greater equity, and leverages individual agency strengths, and minimizes weaknesses.

On May 18, 2021, the City Council authorized an Interlocal Agreement between the City of Olympia and the City of Tumwater which provides the framework for a planning process that looks at the viability of a Regional Fire Authority between the cities of Olympia and Tumwater.

A Regional Fire Authority Planning Committee was formed comprised membership of three Councilmembers from each City (City of Olympia - Councilmember Jim Cooper, Councilmember Lisa Parshley, Councilmember Yên Huỳnh and City of Tumwater - Councilmember Eileen Swarthout, Councilmember Leatta Dahlhoff, Councilmember Michael Althaus) who are voting members. The Fire Chief from each city (Olympia Chief Mark John and Tumwater Chief Brian Hurley) and local IAFF President from each City (Olympia IAFF Local 468 Steven Busz and Tumwater IAFF James Osberg) serve as ex officio non-voting members of the Committee. Olympia City Manager Jay Burney and Tumwater City Administrator John Doan also attend work group meetings as non-voting members.

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

An RFA may provide options to improve fire service delivery in the Olympia and Tumwater communities. An RFA planning process will engage both communities in this evaluation.

**Options:**

1. Receive a briefing on the work of the Regional Fire Authority Planning Committee.
2. Do not Receive a briefing on the work of the Regional Fire Authority Planning Committee.

**Financial Impact:**

The cost of moving forward with a Regional Fire Authority planning process is estimated to cost \$150,000 (Olympia's share). Funding is available through 2020 Year End Savings.

**Attachments:**

Project Schedule  
Statement of Shared Values and Principles  
Community Engagement Approach

**Olympia-Tumwater Regional Fire Authority (RFA) Planning Committee**

**Recommended Project Schedule – April 2022**

<b>Recommended Schedule</b>	
RFA Planning Committee submits RFA Plan to City Councils	October 2022
City Councils deliberate	October 2022- February 2023
Councils act to approve Plan and place RFA measure before voters	Late February 2023
Election	April 2023
RFA Effective Date	By August 1, 2023
RFA taxes, charges imposed	January 2024

This schedule provides time for the RFA Planning Committee to complete its work, time for the Councils to deliberate on the proposed RFA Plan and minimizes the time between when the RFA is created and revenues to support operation of the RFA begin.

# Statement of Shared Values and Principles

*As recommended by RFA Planning Committee April 11, 2022*

**The following statement of shared values and principles to guide us in developing a plan for an RFA to be created by the Olympia and Tumwater RFA Planning Committee**

*Values and Principles are not presented in rank order of priority.*

## **Our Values Include:**

- 1. Ensuring operations meet or exceed current service levels in terms of their ability to support a safe and healthy community.**
- 2. Providing a safe, supportive and professional environment for our first responders.**
- 3. Participatory Governance.** Jurisdictions which are part of the RFA should have a meaningful voice in the operating decisions of the RFA. The RFA Board should seek to make decisions by consensus whenever possible.
- 4. Pro-Active Oversight, Planning and Continuous Improvement.** We are committed to planning for the future and proactively identifying and addressing the needs of our communities, identifying and implementing ways to better meet those needs.
- 5. Promoting interagency collaboration, communication and strong working relationships.** The RFA will act in the collective best interests of all its public safety partners, not just those served by the RFA.
- 6. Making data-driven decisions.** The RFA should take strategic action based on the facts after a thorough and objective analysis of the issues.
- 7. Being an effective and efficient steward of public funds.**
- 8. Affordable and sustainable financial model.** The RFA should implement an affordable and sustainable financial model that can facilitate consistent service levels over time as the community served continues to grow.
- 9. Strong engagement with our local communities.** The RFA should be a positive and engaged member of the communities it serves with pro-active outreach to the public.
- 10. Honoring the history and identify of the Olympia and Tumwater Fire Departments while we build the culture for the new fire agency.**

**Our Operating Principles Include:**

- A. The RFA Board will be committed to the success of the RFA and will be engaged in actively learning and understanding the work of the agency.
- B. We will strive to operate nimbly, with the ability to make decisions and respond quickly when necessary.
- C. We seek to understand and address the unique needs of the communities we serve. We strive to address these needs equitably in all operating and financial decisions.
- D. We work to attract, develop and retain high quality staff.
- E. We will ensure all City Fire Department staff in good standing at the time of annexation are offered at least equivalent positions within the RFA.
- F. We strive to employ rigorous quality assurance and reporting practices.
- G. We manage agency budgets to control or reduce costs.
- H. We seek to limit spikes in budgets from year to year, by use of planning capital investments over time, developing reserves and other means.
- I. We commit to being transparent, accessible and responsive to our customer agencies and the public.
- J. In contracting to provide services to other agencies, we are mindful of our own costs of service: communities within the RFA boundaries should not incur additional costs from these external service contracts.

Olympia-Tumwater RFA Planning Committee  
 Recommended Approach to Initial Community Engagement

Proposed Initial Outreach Program	
<b>Who</b>	Olympia and Tumwater communities
<b>What</b>	Community Information Meeting. Basic information ("RFA 101"), consistent with Council presentation content with Q&A opportunity for attendees.
<b>When</b>	May 19, 2022; 6:00 p.m. start time; 1 hour (no longer than 90 minutes).
<b>Where</b>	Remote Meeting cohosted by cities of Olympia and Tumwater Zoom Webinar set up. Olympia will provide the Zoom link.
<b>Why</b>	Required by statute. Create opportunities for public inquiry and input on development of the RFA plan.
<b>How</b>	Cities host informational meeting with moderated discussion, a subject-matter experts, and Q & A segment. Committee members may attend but are not part of the program.



## City Council

### Joint Animal Services Update

**Agenda Date:** 4/19/2022  
**Agenda Item Number:** 6.B  
**File Number:** 22-0386

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

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**Title**

Joint Animal Services Update

**Recommended Action**

**Committee Recommendation:**

Not referred to a committee.

**City Manager Recommendation:**

Receive an update on the operations of Joint Animal Services.

**Report**

**Issue:**

Whether to receive an update on the operations of Joint Animal Services.

**Staff Contact:**

Susan Grisham, Assistant to the City Manager, 3603753.8244

**Presenter(s):**

Sarah Hock, Executive Director, Joint Animal Services

**Background and Analysis:**

Established in 1977, Joint Animal Services is funded pursuant to an intergovernmental agreement between Thurston County and the cities of Lacey, Olympia, and Tumwater. Animal Services operates an 8,000 sq. ft. facility on a centrally located site in Olympia and promotes responsible pet ownership for the health and safety of people and animals; enforces animal-related laws; reduces pet overpopulation through education and spay/neuter programs; alleviates animal suffering through proper medical care and humane euthanasia; and provides temporary shelter for strays and owner-released animals and opportunities for the adoption of these animals.

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

Animal Services is the primary animal shelter and animal control agency for the Thurston County region and is centrally located in Olympia.

**Options:**

1. Receive the update.

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

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2. Do not receive the update.
3. Receive the update at another time.

**Financial Impact:**

There is no financial impact related to the update.

**Attachments:**

None





## City Council

# Approval of Appointments of the Inaugural Members of the Social Justice and Equity Commission

**Agenda Date:** 4/19/2022  
**Agenda Item Number:** 6.C  
**File Number:**22-0391

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

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### Title

Approval of Appointments of the Inaugural Members of the Social Justice and Equity Commission

### Recommended Action

#### Committee Recommendation:

The Community Livability and Public Safety Committee recommends approval of the appointments listed below.

#### City Manager Recommendation:

Move to approve the appointment of the slate of 11 candidates for inaugural membership on the Social Justice and Equity Commission.

### Report

#### Issue:

Whether to approve appointments to the Social Justice and Equity Commission.

#### Staff Contact:

Kellie Purce Braseth, Strategic Communications Director, City Manager's Office, 360.753.8361

#### Presenter(s):

Tobi Hill-Meyer, Diversity Equity Inclusion Manager

### Background and Analysis:

Over the course of two special meetings on April 6 and April 7, the Community Livability and Public Safety Committee interviewed 19 applicants for the inaugural seats on the newly established, 11-member Social Justice and Equity Commission. The Committee recommends the following appointments to the new Commission:

- Parfait Bassale to Position #1, with a term ending March 31, 2025
- Genevieve Chan to Position #2, with a term ending March 31, 2025
- Sarah Lloyd to Position #3, with a term ending March 31, 2025
- Rachelle Martin to Position #4, with a term ending March 31, 2025
- Fauziya Mohamedali to Position #5, with a term ending March 31, 2024

- Wesley Nguyen to Position #6, with a term ending March 31, 2024
- Jessicarae Nunez to Position #7, with a term ending March 31, 2024
- Marianne Ozmun-Wells to Position #8, with a term ending March 31, 2024
- Omar Santana-Gomez to Position #9 with a term ending March 31, 2023
- Eyota Wak'ishwit to Position #10 with a term ending March 31, 2023.
- Larry Watkinson to Position #11 with a term ending March 31, 2023.

Should the slate of candidates be appointed, the Social Justice and Equity Commission would include 64 percent people of color, 45 percent people who have experienced poverty and/or homelessness in their lives; 36 percent immigrants or children of immigrants; 45 percent people who identify as LGBTQ and/or non-binary; and 27 percent people who live with a disability. The candidates' applications and resumes are attached.

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

Advisory committees are a structured way for individual community members to share their opinions and perspectives, study issues, and develop recommendations in a focused small group. Their primary purpose is to provide judicious advice, from a community member's perspective to the Olympia City Council.

**Options:**

1. Approve the appointments as recommended.
2. Do not approve the appointments and send the issue back to the Community Livability and Public Safety Committee. This would delay the appointment schedule and the work of the Commission.

**Financial Impact:**

No cost is associated with the action. To reduce barriers to community member participation, the City offers stipends of \$25 per meeting attended to Advisory Committee members. Those members who certify as low income are eligible to receive stipends of \$50 per meeting attended. Advisory Committee members may waive the stipend upon request.

**Attachments:**

Parfait Bassale Application and Resume  
Genevieve Chan Application  
Sarah Lloyd Application and Resume  
Rachelle Martin Application  
Fauziya Mohamedali Application and Resume  
Wesley Nguyen Application and Resume  
Jessicarae Nunez Application and Resume  
Marianne Ozmun-Wells Application and Resume  
Omar Santana-Gomez Application and Resume  
Eyota Wak'ishwit Application  
Larry Watkinson Application



Tuesday, December 28, 2021

## City of Olympia Social Justice and Equity Commission Application

Advisory committees are a structured way for community members to share their opinions and points of view, study issues, and develop recommendations in a focused small group to the Olympia City Council.

Commissioners will be tasked with aligning the Commission work plan to elevate the voices, perspectives, and needs of marginalized community members; mediation and investigation of discrimination and harassment complaints; studying issues; hearing public testimony; independent research; and reviewing staff reports and recommendations. The Commission will also prepare, discuss, put together and forward well-developed recommendations to the City Council.

Appointment to the Commission requires living or working within Olympia City limits.

The City of Olympia values participation from all perspectives and life experiences and looks for equity and inclusion in advisory commission appointments. The Olympia City Council's General Government Committee recommends appointments to the full Council. Recommendations are made following review of applications and interviews of qualified candidates.

To reduce barriers to community member participation the City offers stipends of \$25 per meeting attended to advisory commission members. Members who certify as low income are eligible to receive stipends of \$50 per meeting attended. Advisory commission members may waive the stipend upon request.

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. The City can provide reasonable accommodation for anyone who needs it to participate fully in the commission.

For questions, please contact Susan Grisham, Assistant to the City Manager, 360.753.8244, [sgrisham@ci.olympia.wa.us](mailto:sgrisham@ci.olympia.wa.us)

**Name**

Parfait Bassale

**Appointment to the Commission requires living or working within Olympia City limits. Do you:**

Live in Olympia

**Email Address**

[REDACTED]

**Home Address**

[REDACTED]

**Select the neighborhood where you live or work (whichever is applicable):**

Nottingham



View a larger, zoomable map here:

[https://www.olympiawa.gov/community/neighborhood\\_associations/index.php](https://www.olympiawa.gov/community/neighborhood_associations/index.php)

**Primary Phone Number**



## Interests & Experiences

Please keep answers concise and informative. You are introducing yourself to the Olympia City Council and sharing with them why you are interested in being considered for appointment. You may attach a resume.

**Attach a Resume**



Parfait Bassalé Resume Commission 2021.pdf

### **Why are you interested in serving on the Social Justice and Equity Commission?**

It has been my life journey to work to bring people together by helping them identify the ways in which they erect or maintain societal barriers to belonging and human flourishing. I do this work vocationally as the Executive Diversity Officer at South Puget Sound Community College and through trainings in our community. The newly created Commission's purpose to eliminate racism and fulfill human rights for a just and equitable Olympia for all people, aligns with my life purpose. In this role, I will learn about the injustices affecting Olympia residents to a greater extent and will be in position to impact outcomes more directly. This will be rewarding. Additionally, by hearing and seeing patterns of issues and the key players perpetuating them, it will help inform more effective advocacy and social justice work in other areas of my community engagement.

### **What is your understanding of, or experience in, issues related to social justice, human rights, racial and/or other forms of discrimination?**

To illustrate the challenges we face as a society around human rights, racial and/or other forms of discrimination, I often use the analogy of a swimming pool filled with chlorine and the fact that anyone who enters the pool will have deposits of chlorine on their skin. The chlorine is the equivalent of isms such as racism, sexism, classism, ageism, classism etc...in our society. The fact is that we have inherited an unjust society built on the premises of exploitation of many for the gain of some. Additionally, we have been socialized within biased and prejudiced family, educational and religious social systems that reinforced and rationalized the narratives to explain these injustices. The compounding effect and interplay of these dynamics present a complicated picture. A change requires intentionality, time and personal transformational. Hence we must meet people where they are and as they are with grace, patience and resolve acknowledging that we are all products of these systems and need re-education, correction and healing.

### **What lived experiences or skill sets would you bring to the Commission?**

I would bring to the Commission my lived experience as an African Immigrant to the USA, navigating a predominantly White and western society for twenty years and the lessons learned from that experience. I will bring my experience as a father of three mixed children in a racially tensed political landscape and trying to raise them to be contributors to a just society. I will also bring my experience as a diversity, equity and Inclusion executive championing belonging and equity at SPSCC. Lastly and most importantly, I will bring my skills of a peacemaker. After almost two decades of doing social justice work, I have found that often, people who are passionate about this work can still be in a place of reactivity to the trauma they have suffered. While the trauma is essential for driving motivation, if not healed, it can get in the way of meeting others where they are and as they are for productive and mutually beneficial outcomes. I am proud myself in doing this work with passion while meeting all stakeholders where they are and as they are.

**Describe a time when you experienced a personal bias and how you worked through that bias; or describe a time when you worked with someone with different viewpoints than yours and how you worked through those differences?**

Shortly after I was promoted to the Executive Diversity Officer position at SPSCC, I needed to hire an Executive assistant. As I put the hiring committee together, we began discussing existing biases related to the position. I disclosed that in my professional experience I have only seen women in the role of Executive assistants. This was further evidenced by the fact that at SPSCC, all existing Executive assistants were women at that time. The committee discussed how prevalent the stereotype of women in secretary roles was in society and we actively began discussing and imagining how successful at the role some men at the college would be, given their skillset. This exercise of naming the bias, discussing it with peers and actively working to mitigate the bias by imagining alternatives, proved effective. The top three candidates for the final round of interviews turned out to be two men and a woman.

Whether with biases or differences, naming the difference, engaging through the difference and actively working to find creative solutions is the recipe to success when facing diversity.

**Describe what a "just and equitable Olympia for all people" looks or feels like to you and how would you include all marginalized people into this vision.**

A "just and equitable Olympia for all people" looks like a community where we build systems and spaces like this Commission to hear people's stories and experiences in order to meet them where they are. It looks like a place where people feel seen because of the opportunity to speak, then, heard, because their needs are met based on the stories they tell.

I would include historically marginalized people by letting them know about the commission as a resource and by seeking out their voices and perspectives on issues that might impact them.

**Appointment to the Commission will require your attendance at evening meetings, and other types of work (reading, meeting preparation etc.). How many hours per month are you willing to commit as a volunteer?**

4 to 5 hours.

**Thank you for your interest in serving on a the City of Olympia Social Justice and Equity Commission!**

# Parfait Bassalé

Gifted communicator, bridge builder and EDI specialist, I am eager to contribute my talents and experience to advancing equity and human flourishing.

## Work Experience

### PARFAIT BASSALE, LLC | FOUNDER AND PROGRAM MANAGER

January 2008 – Present

- ❖ Designs and delivers high impact trainings and keynotes on topics such as inclusive leadership, fostering belonging to diverse organizations (state and federal agencies, higher education)
- ❖ Consults and coaches EDI leaders on strategy and next steps for successful culture change

### SOUTH PUGET SOUND COMMUNITY COLLEGE | Executive Diversity Officer

September 2017 – Present

- ❖ Serves as lead administrative supervisor to all DEI related initiatives; program development and engagement strategies to further a climate of equity and inclusion on campus.
- ❖ Chairs the Diversity, Equity and Inclusion advisory committee to the executive team by providing strategic direction to various task forces focused on critical initiatives to advance EDI on campus (hiring, ERGs, best practices, policy)
- ❖ Designed and directs the wrap around IGNITE program to foster belonging and academic success for historically underrepresented students.
- ❖ Designs and leads training in EDI subject matter and related topics, disseminates EDI knowledge and competencies throughout SPSCC by providing expert leadership and coaching.

### RUBICON INTERNATIONAL | CHANGE & IMPLEMENTATION SPECIALIST

January 2013 – September 2017

- ❖ Boosted employee's morale and motivation through empathetic leadership which resulted in a growing portfolio worth \$2.5 million.
- ❖ Created a culture of quality and consistency by collaborating with key players to establish procedures and protocols that streamlined the implementation process.

### RUBICON INTERNATIONAL | DIRECTOR OF DEPLOYMENT

January 2008 – December 2012

- ❖ Positively transformed the organization's culture by putting in place a quality assurance and capacity monitoring processes.
- ❖ Grew the department by building processes based on data and through advocacy.

## Publications & Certifications

- ❖ The Story and Song Centered Pedagogy: A new framework for teaching empathy in the classroom (2013).
- ❖ Certificate of Negotiation and Mediation, Portland State University (2009).

## Honors & Awards

- ❖ Keynote speaker, Society for College and University Planning – Pacific Regional Conference (2022)
- ❖ Leadership Thurston County Equity Day (2020, 2021)
- ❖ Keynote speaker, International Education week, Portland Community College (2013)

## References

- ❖ Tim Stokes – [tstokes@spscc.edu](mailto:tstokes@spscc.edu)  
Relationship: Supervisor – President South Puget Sound Community College
- ❖ David Pelkey – [dpelkey@spscc.edu](mailto:dpelkey@spscc.edu)  
Relationship: colleague – Vice President of student services at SPSCC



**Masters of Art  
Conflict Resolution**  
Portland State University  
(2012)

**Bachelors of Science  
Business Management**  
Portland State University  
(2007)

**Bachelors of Science  
Information Systems**  
Portland State University  
(2007)



## Key Skills

- Equity, Belonging & Empathy
- Change Management
- Mediation
- Motivational Interview
- Fluent in French
- Emotional Intelligence
- Consensus building
- Negotiation
- Cross-cultural communication
- Calm under pressure
- Self-starter

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Relationship: Supervisor – President South Puget Sound Community College
- ❖ David Pelkey – [dpelkey@spscc.edu](mailto:dpelkey@spscc.edu)  
Relationship: colleague – Vice President of student services at SPSCC



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**Bachelors of Science  
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**Bachelors of Science  
Information Systems**  
Portland State University  
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## Key Skills

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- Emotional Intelligence
- Consensus building
- Negotiation
- Cross-cultural communication
- Calm under pressure
- Self-starter



Friday, January 14, 2022

## City of Olympia Social Justice and Equity Commission Application

Advisory committees are a structured way for community members to share their opinions and points of view, study issues, and develop recommendations in a focused small group to the Olympia City Council.

Commissioners will be tasked with aligning the Commission work plan to elevate the voices, perspectives, and needs of marginalized community members; mediation and investigation of discrimination and harassment complaints; studying issues; hearing public testimony; independent research; and reviewing staff reports and recommendations. The Commission will also prepare, discuss, put together and forward well-developed recommendations to the City Council.

Appointment to the Commission requires living or working within Olympia City limits.

The City of Olympia values participation from all perspectives and life experiences and looks for equity and inclusion in advisory commission appointments. The Olympia City Council's General Government Committee recommends appointments to the full Council. Recommendations are made following review of applications and interviews of qualified candidates.

To reduce barriers to community member participation the City offers stipends of \$25 per meeting attended to advisory commission members. Members who certify as low income are eligible to receive stipends of \$50 per meeting attended. Advisory commission members may waive the stipend upon request.

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. The City can provide reasonable accommodation for anyone who needs it to participate fully in the commission.

For questions, please contact Susan Grisham, Assistant to the City Manager, 360.753.8244, [sgrisham@ci.olympia.wa.us](mailto:sgrisham@ci.olympia.wa.us)

**Name**

Genevieve Chan

**Appointment to the Commission requires living or working within Olympia City limits. Do you:**

Live in Olympia

Work in Olympia

**Email Address**

[REDACTED]

**Home Address**

[REDACTED]

**Work Address**

[REDACTED]

**Select the neighborhood where you live or work (whichever is applicable):**

Other

**If you choose other please write in the neighborhood here:** SE Boulevard





View a larger, zoomable map here:

[https://www.olympiawa.gov/community/neighborhood\\_associations/index.php](https://www.olympiawa.gov/community/neighborhood_associations/index.php)

**Primary Phone Number** [REDACTED]

## Interests & Experiences

Please keep answers concise and informative. You are introducing yourself to the Olympia City Council and sharing with them why you are interested in being considered for appointment. You may attach a resume.

### **Why are you interested in serving on the Social Justice and Equity Commission?**

As a concerned citizen, differently abled person of color, and parent of two elementary aged children, I'm vested in developing a community that believes in advocating for equitable treatment of all. In my current position at Saint Martin's, as Vice President of Marketing and Communications, I've been working with students, staff and leadership to better understand DEI issues and bring everyone to the table.

### **What is your understanding of, or experience in, issues related to social justice, human rights, racial and/or other forms of discrimination?**

Over the past two years, as part of the leadership team at Saint Martin's, we've been heading equity challenges, organizing campus-wide discussions, and engaging in such recent DEI literature including books by Ibram Kendi, Ijeoma Oluo, Heather McGhee, and currently Robert Livingston. As a minority-serving institution with more than 50% of our student body composed of students identifying as ethnically diverse, these issues are at the forefront of what we do: how to better serve our students, academically, emotionally, financially and vocationally.

### **What lived experiences or skill sets would you bring to the Commission?**

I was born with a congenital absence of my right arm and am a first generation Asian American born to immigrant Filipino parents to the US in the 1960s. While I identify with several groups that may be considered marginalized or target, I also know I have been fortunate and have experienced much privilege in terms of my education, professional access and cis gender identity. As a communicator, I've also made it my mission to understand and build understanding. I believe my work in nonprofits, educational institutes and business organizations will help bring a wide lens to how DEI issues can and should be addressed and championed across all sectors. And how sectors need to work together to bring DEI initiatives to fruition.

### **Describe a time when you experienced a personal bias and how you worked through that bias; or describe a time when you worked with someone with different viewpoints than yours and how you worked through those differences?**

There have been many times in the workforce where people have treated my prosthetic arm as a novelty or curiosity and/or it has been the subject of questions regarding my ability or capacity to do work. While in the past I use to try to camouflage my disability so as not to invite questions, I have

since learned the importance of leaning into sharing who I am in a positive, kind way and share why such questions are hurtful or not helpful in assessing someone's ability. I have built trust this way.

**Describe what a "just and equitable Olympia for all people" looks or feels like to you and how would you include all marginalized people into this vision.**

I don't think there will ever be a final state. I think if we can build a community that understands this is a never ending dialogue and that we are learning, giving each other space to be heard and to learn, that will be a huge commitment to the DEI journey. I would hope we would create for everyone in our community a sense that they feel safe, that they can put forward their point of view, and they are a much needed part of the solution.

**Appointment to the Commission will require your attendance at evening meetings, and other types of work (reading, meeting preparation etc.). How many hours per month are you willing to commit as a volunteer?**

I could commit 5-10 hours a month depending on the work needed.

**Thank you for your interest in serving on a the City of Olympia Social Justice and Equity Commission!**



Tuesday, November 30, 2021

## City of Olympia Social Justice and Equity Commission Application

Advisory committees are a structured way for community members to share their opinions and points of view, study issues, and develop recommendations in a focused small group to the Olympia City Council.

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**Name**

sarah lloyd

**Appointment to the Commission requires living or working within Olympia City limits. Do you:**

Live in Olympia

Work in Olympia

**Email Address**

[REDACTED]

**Home Address**

[REDACTED]

**Work Address**

[REDACTED]

**Select the neighborhood where you live or work (whichever is applicable):**

Southwest



View a larger, zoomable map here:

[https://www.olympiawa.gov/community/neighborhood\\_associations/index.php](https://www.olympiawa.gov/community/neighborhood_associations/index.php)

**Primary Phone Number**



## Interests & Experiences

Please keep answers concise and informative. You are introducing yourself to the Olympia City Council and sharing with them why you are interested in being considered for appointment. You may attach a resume.

**Attach a Resume**



sarahlloyd - resume.pdf

### **Why are you interested in serving on the Social Justice and Equity Commission?**

beyond being the line of work that i am currently engaged in, and beyond being the specific area of my academic learning at the doctoral level, social justice and equity are my life. i graduated from high school in this community, and i have chosen to raise my kids here. while i love the sentiment that olympia is welcoming and diverse, i have been a child and an adult in this community; a direct service worker, and a nonprofit executive; an employee and an entrepreneur; a high school student and a doctoral candidate. the scope of experience and understanding that i have about this community is diverse and well-rooted, and deeply enhanced by my lived experience as a Black woman in the pacific northwest.

### **What is your understanding of, or experience in, issues related to social justice, human rights, racial and/or other forms of discrimination?**

i have facilitated development opportunities in all areas of social justice for communities throughout washington, and the rest of the country, for over 20 years. specifically, i have worked in crisis support, k20, workforce development, and youth services realms to support the systemically marginalized populations that are directly impacted by systemic inequities. i have lived experience as a Black woman in our community, through great times and challenging, and i have had extensive interactions with the system, both in partnership contexts, and in community member capacities. this is enhanced by my academic engagement in learning with a master's degree in educational leadership with an emphasis in multicultural education, and a ph.d. in progress in social justice leadership.

### **What lived experiences or skill sets would you bring to the Commission?**

my lived experience is extensive and addressed in the questions above.

### **Describe a time when you experienced a personal bias and how you worked through that bias; or describe a time when you worked with someone with different viewpoints than yours and**

### **how you worked through those differences?**

this question is a reflection of some of the challenges that i have on an ongoing basis in this community. the traumatization, and re-traumatization of systemically marginalized individuals is often perpetuated with great intentions. AND. they are traumatizing all the same.

inherently, existing on the fringes of societal acceptability results in troubling times like this on a regular basis. truly understanding this would prevent asking community members from sharing trauma to validate their qualification to do the work.

i would love for us to refuse to utilize the trauma that some of our community faces in the day-to-day as a metric for usefulness in the work.

### **Describe what a "just and equitable Olympia for all people" looks or feels like to you and how would you include all marginalized people into this vision.**

it looks like being able to show up unapologetically in all spaces, and having your humanity honored, based solely on the idea that you exist, and thus are valuable.

### **Appointment to the Commission will require your attendance at evening meetings, and other types of work (reading, meeting preparation etc.). How many hours per month are you willing to commit as a volunteer?**

as many as it takes to make this work real and substantial, and not performative.

## **Thank you for your interest in serving on a the City of Olympia Social Justice and Equity Commission!**

# sarahlloyd, Ph.D. Candidate, CWDP

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## VISION FOR AN EQUITABLE WASHINGTON

***WE move in ways that honor the seven generations, decolonized in thought, purpose, and action, so that all of us can live our utmost purpose; to serve the greater good.***

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## SUMMARY OF QUALIFICATIONS

- 20 years of visionary, relational, outcomes-driven leadership in local, regional, and statewide capacities
    - Subject matter expertise in innovative initiative design centered in strengths-based equity
  - Creative approach to traditional leadership opportunities through social media, blog, and podcast messaging
  - Engaging and effective public speaker that actively connects theory to practice for diverse audiences
- StrengthsFinder Strengths:** Ideation, Futuristic, Maximizer, Belief & Strategic
- 

## SELECTED CAREER ACHIEVEMENTS

### ***Equity-Centered Leadership***

- Facilitated innovative and creative processes to recruit, hire and train over 600 staff to effectively identify highly qualified candidates to provide leadership that prioritizes strong community representation;
- Created and implemented multiple strengths-based programs centered in equity and social justice with various levels of curriculum, structure, and incentives to support systemically marginalized populations;
- Initiated organizational structure revisions to dramatically enhance and improve equitable practices, accountability, financial solvency, governance, and staff retention metrics for optimum agency stability;
- Created and implemented strategy to recruit board members to increase vocational, cultural, racial and LGBTQ+ representation to bolster effectiveness and reach through foundational community representation;
- Convened partners in ongoing strategic alliance planning sessions to identify successes and obstacles, facilitate expectation setting, engage stakeholders, and maintain effective, ongoing communication;
- Provided oversight for operational budgets of up to \$2.1 million annually to allocate funds to staffing and operational costs, programmatic sustainability and participant support.

### ***Assessment & Accountability***

- Created a MWBE-certified business to create growth opportunities to expand the competency and access for community leaders in equity-centered ways that challenge traditional operational paradigms;
- Gathered, analyzed, and reported on performance data utilizing mixed research methods (qualitative and quantitative) to establish organizational performance, optimizing structures, services, and staffing models;
- Collaborated with statewide executive leadership teams to address, identify, and strategize around systemic inequities that served as obstructions to operationalized equity throughout their agencies;
- Built streamlined workflow systems and resources to eliminate longstanding organizational inefficiencies that hindered success, creating feedback loops for continuous improvement in various processes;
- Redesigned performance evaluation processes to more effectively support intentional professional development and create an organizational culture of feedback and growth opportunities;
- Established benchmarks, timelines and effective measurement tools for high-functioning teams to maintain successful and sustainable performance, moving organization to statewide top performer.

### ***Strategic Planning***

- Facilitated strategic planning efforts to establish shared language, revisit and redefine organizational priorities and values, establish performance goals and benchmarks for operationalizing equity-centered work;
- Facilitate radical change coaching sessions to support executive leaders in challenging personal, organizational, and systemic inequities in every aspect of decision-making;
- Designed, implemented, and supported global initiative to support mission amplification through coaching for nonprofit organizations in racial equity, healthy communities, human trafficking, and climate emergency areas;
- Provided transformational leadership in significant organizational transition leading toward bolstered stability in operations for budget, personnel, program delivery, board engagement, and community relations;
- Led collaborative effort to complete rigorous application process for programmatic initiative review to the Washington State Institute for Public Policy to be considered as a Evidence-Based Practice;
- Strategized agency approach to diversify revenue streams with private funding sources, successfully building programmatic sustainability strategies by 39% in a single calendar year.

### ***Community Engagement***

- Fostered strong relational partnership collaborations with various community entities to move previously siloed organizations toward full-system integration in collective-impact model for coalition building;
- Revitalized community engagement to rebuild relationships, increase awareness, and reposition brand to expand community willingness to engage and invest resources, resulting in a 17.6% increase in revenue at annual event;
- Established strong community-wide partnership group of peers centered around intercultural excellence and accountability to create systems change for more equitable community resource allocation;
- Increased organizational accessibility for systemically marginalized groups through increased partnership engagement, heightened community outreach, and commitment to building community-wide cultural humility;
- Initiated key partnership to establish intensive training for key organizational leadership to actively pursue increased cultural humility toward heightened knowledge, skills and abilities in creating equitable spaces;

### **PROFESSIONAL EXPERIENCE**

Soul on Fire Consulting, LLC • Olympia, Washington  
Principal Disruptor • January 2020 to Present

SafePlace • Olympia, Washington  
Executive Director • August 2017 to November 2019

PacMtn WorkForce Development Council • Tumwater, Washington  
MyJOB Program Manager • May 2016 to August 2017  
Youth Initiatives Coordinator • September 2014 to May 2016

Community Youth Services • Olympia, Washington  
Director, Youth Employment & Education Services • August 2010 to September 2014  
YouthBuild Work Readiness Case Manager • April 2010 to July 2010

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### **PROFESSIONAL PRESENTATIONS**

Co-Host • Zero Apologies: Droppin' Truths Podcast • South Sound YMCA • 2020 to 2021  
Philanthropy for a More Equitable Future • Washington State Nonprofit Conference • 2019  
International Women's Day & Domestic Violence Podcasts • Washington State Combined Fund Drive • 2017, 2018  
Doing the Work of Social Justice • SPSCC MLK Legacy Conference • 2017  
The Power of the Five • University of Washington Young, Gifted & Black Conference • 2017  
MyJOB - Successful Youth Reentry in Action • Workforce Training & Education Coordinating Board • 2017  
Strengths-Based Leadership • PacMtn Workforce Development Council • 2016 to 2018  
Engaging Incarcerated Youth in Workforce • Washington Workforce Association Conference • 2016  
Uplift! Workforce Training Program • Community Youth Services • 2014 to 2018  
Doing the Work of Social Justice • Community Youth Services • 2012 to 2018  
NASPA Silver Excellence Award Winning Student Leadership Institute • Pacific Lutheran University • 2010  
Students of Color Retreat • Pacific Lutheran University • 2008 to 2016

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### **COMMUNITY INVOLVEMENT**

Board Member • Career Path Services • 2020 to Present  
Vice Chair, Social Justice & Equity Committee • Board of Trustees • South Sound YMCA • 2020 to Present  
South Sound Exceptional Woman • Soroptimist of Olympia • 2020  
Member • Expanded Learning Opportunities Council • 2015 to 2016  
Board Member • YWCA of Olympia • 2013 to 2014  
Mentor • Washington State Achiever's Program • 2008 to 2009  
Facilitator • LeaderShape • 2008

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### **TRAINING & CERTIFICATIONS**

Credentialed Coach Pathway (In Progress)  
*inviteCHANGE & International Coach Federation*

Mediation & Arbitration Certificate  
*South Seattle College*

Nonprofit Executive Leadership Institute  
*University of Washington, Evans School of Public Policy & Governance*

Leadership Forum for National Service Executives: Program Assessment  
*University of Washington, Evans School of Public Policy & Governance*

Certified Workforce Development Professional  
*National Association of Workforce Development Professionals*

Master Trainer & Facilitator  
*The Workplace Excellence Series*

Alumnus  
*Social Justice Training Institute*

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### **EDUCATION**

Doctor of Philosophy, Leadership Studies & Social Justice (*Candidate*)  
Saint Martin's University • Lacey, Washington

Master of Arts, Educational Leadership  
University of Northern Colorado • Greeley, Colorado

Bachelor of Arts, Communication/Advertising  
Washington State University • Pullman, Washington

# sarahlloyd, Ph.D. Candidate, CWDP

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## VISION FOR AN EQUITABLE WASHINGTON

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- Initiated organizational structure revisions to dramatically enhance and improve equitable practices, accountability, financial solvency, governance, and staff retention metrics for optimum agency stability;
- Created and implemented strategy to recruit board members to increase vocational, cultural, racial and LGBTQ+ representation to bolster effectiveness and reach through foundational community representation;
- Convened partners in ongoing strategic alliance planning sessions to identify successes and obstacles, facilitate expectation setting, engage stakeholders, and maintain effective, ongoing communication;
- Provided oversight for operational budgets of up to \$2.1 million annually to allocate funds to staffing and operational costs, programmatic sustainability and participant support.

#### ***Assessment & Accountability***

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- Gathered, analyzed, and reported on performance data utilizing mixed research methods (qualitative and quantitative) to establish organizational performance, optimizing structures, services, and staffing models;
- Collaborated with statewide executive leadership teams to address, identify, and strategize around systemic inequities that served as obstructions to operationalized equity throughout their agencies;
- Built streamlined workflow systems and resources to eliminate longstanding organizational inefficiencies that hindered success, creating feedback loops for continuous improvement in various processes;
- Redesigned performance evaluation processes to more effectively support intentional professional development and create an organizational culture of feedback and growth opportunities;
- Established benchmarks, timelines and effective measurement tools for high-functioning teams to maintain successful and sustainable performance, moving organization to statewide top performer.

#### ***Strategic Planning***

- Facilitated strategic planning efforts to establish shared language, revisit and redefine organizational priorities and values, establish performance goals and benchmarks for operationalizing equity-centered work;
- Facilitate radical change coaching sessions to support executive leaders in challenging personal, organizational, and systemic inequities in every aspect of decision-making;
- Designed, implemented, and supported global initiative to support mission amplification through coaching for nonprofit organizations in racial equity, healthy communities, human trafficking, and climate emergency areas;
- Provided transformational leadership in significant organizational transition leading toward bolstered stability in operations for budget, personnel, program delivery, board engagement, and community relations;
- Led collaborative effort to complete rigorous application process for programmatic initiative review to the Washington State Institute for Public Policy to be considered as a Evidence-Based Practice;
- Strategized agency approach to diversify revenue streams with private funding sources, successfully building programmatic sustainability strategies by 39% in a single calendar year.

#### ***Community Engagement***

- Fostered strong relational partnership collaborations with various community entities to move previously siloed organizations toward full-system integration in collective-impact model for coalition building;
- Revitalized community engagement to rebuild relationships, increase awareness, and reposition brand to expand community willingness to engage and invest resources, resulting in a 17.6% increase in revenue at annual event;
- Established strong community-wide partnership group of peers centered around intercultural excellence and accountability to create systems change for more equitable community resource allocation;
- Increased organizational accessibility for systemically marginalized groups through increased partnership engagement, heightened community outreach, and commitment to building community-wide cultural humility;
- Initiated key partnership to establish intensive training for key organizational leadership to actively pursue increased cultural humility toward heightened knowledge, skills and abilities in creating equitable spaces;



### **PROFESSIONAL EXPERIENCE**

Soul on Fire Consulting, LLC • Olympia, Washington  
Principal Disruptor • January 2020 to Present

SafePlace • Olympia, Washington  
Executive Director • August 2017 to November 2019

PacMtn WorkForce Development Council • Tumwater, Washington  
MyJOB Program Manager • May 2016 to August 2017  
Youth Initiatives Coordinator • September 2014 to May 2016

Community Youth Services • Olympia, Washington  
Director, Youth Employment & Education Services • August 2010 to September 2014  
YouthBuild Work Readiness Case Manager • April 2010 to July 2010

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### **PROFESSIONAL PRESENTATIONS**

Co-Host • Zero Apologies: Droppin' Truths Podcast • South Sound YMCA • 2020 to 2021  
Philanthropy for a More Equitable Future • Washington State Nonprofit Conference • 2019  
International Women's Day & Domestic Violence Podcasts • Washington State Combined Fund Drive • 2017, 2018  
Doing the Work of Social Justice • SPSCC MLK Legacy Conference • 2017  
The Power of the Five • University of Washington Young, Gifted & Black Conference • 2017  
MyJOB - Successful Youth Reentry in Action • Workforce Training & Education Coordinating Board • 2017  
Strengths-Based Leadership • PacMtn Workforce Development Council • 2016 to 2018  
Engaging Incarcerated Youth in Workforce • Washington Workforce Association Conference • 2016  
Uplift! Workforce Training Program • Community Youth Services • 2014 to 2018  
Doing the Work of Social Justice • Community Youth Services • 2012 to 2018  
NASPA Silver Excellence Award Winning Student Leadership Institute • Pacific Lutheran University • 2010  
Students of Color Retreat • Pacific Lutheran University • 2008 to 2016

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### **COMMUNITY INVOLVEMENT**

Board Member • Career Path Services • 2020 to Present  
Vice Chair, Social Justice & Equity Committee • Board of Trustees • South Sound YMCA • 2020 to Present  
South Sound Exceptional Woman • Soroptimist of Olympia • 2020  
Member • Expanded Learning Opportunities Council • 2015 to 2016  
Board Member • YWCA of Olympia • 2013 to 2014  
Mentor • Washington State Achiever's Program • 2008 to 2009  
Facilitator • LeaderShape • 2008

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### **TRAINING & CERTIFICATIONS**

Credentialed Coach Pathway (In Progress)  
*inviteCHANGE & International Coach Federation*

Mediation & Arbitration Certificate  
*South Seattle College*

Nonprofit Executive Leadership Institute  
*University of Washington, Evans School of Public Policy & Governance*

Leadership Forum for National Service Executives: Program Assessment  
*University of Washington, Evans School of Public Policy & Governance*

Certified Workforce Development Professional  
*National Association of Workforce Development Professionals*

Master Trainer & Facilitator  
*The Workplace Excellence Series*

Alumnus  
*Social Justice Training Institute*

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### **EDUCATION**

Doctor of Philosophy, Leadership Studies & Social Justice (*Candidate*)  
Saint Martin's University • Lacey, Washington

Master of Arts, Educational Leadership  
University of Northern Colorado • Greeley, Colorado

Bachelor of Arts, Communication/Advertising  
Washington State University • Pullman, Washington



Saturday, December 4, 2021

## City of Olympia Social Justice and Equity Commission Application

Advisory committees are a structured way for community members to share their opinions and points of view, study issues, and develop recommendations in a focused small group to the Olympia City Council.

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The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. The City can provide reasonable accommodation for anyone who needs it to participate fully in the commission.

For questions, please contact Susan Grisham, Assistant to the City Manager, 360.753.8244, [sgrisham@ci.olympia.wa.us](mailto:sgrisham@ci.olympia.wa.us)

**Name**

Rachelle Martin

**Appointment to the Commission requires living or working within Olympia City limits. Do you:**

Live in Olympia

**Email Address**

[REDACTED]

**Home Address**

[REDACTED]

**Select the neighborhood where you live or work (whichever is applicable):**

[REDACTED]



View a larger, zoomable map here:

[https://www.olympiawa.gov/community/neighborhood\\_associations/index.php](https://www.olympiawa.gov/community/neighborhood_associations/index.php)

**Primary Phone Number**



## Interests & Experiences

Please keep answers concise and informative. You are introducing yourself to the Olympia City Council and sharing with them why you are interested in being considered for appointment. You may attach a resume.

**Attach a Resume**



Rachelle Martin-VRM.pdf

### **Why are you interested in serving on the Social Justice and Equity Commission?**

Working with this Commission would intersect a lot of my experiences, interests and skills. I am a certified mediator, specializing in high conflict areas. I was part of the group that began the first EDI training program for the staff at Timberland Regional Library, that became the district standard. I am currently a Quality Improvement Analyst with the Center for Health Statistics under the State Department of Health. I am also the coordinator of a division-wide project/work product overview to provide the leadership in Disease Control and Health Statistics a comprehensive view of all of the current and proposed work that is being done so resources may be allocated equitably. Working with this Commission would use a lot of the skills I enjoy cultivating to serve the people of Olympia.

### **What is your understanding of, or experience in, issues related to social justice, human rights, racial and/or other forms of discrimination?**

I am a committee member of the Poor People's Campaign, specializing in policy and outreach work. A constant conversation within this group is surrounding the struggles that people living in systemic poverty endure and how to change the system that we all inhabit so we can lift everyone up. I am also a board member of the AFL-CIO Pride at Work group where we work with LGBTQIA+ members within the labor movement to advocate for our brothers, sisters and siblings. My internship in college was working at the SafePlace domestic and sexual violence center, both as a direct advocate as well as support staff member. I am also a facilitator with Pizza Klatch, where queer identified youth meet for discussions and support.

### **What lived experiences or skill sets would you bring to the Commission?**

I am a queer woman.

I am a survivor of domestic violence.

I am a single mother.

I was raised within the Pentecostal church and suffered significant institutional trauma within the faith system.

I have lived in poverty for the majority of my adult life.

My resume lists some of my other volunteer work and interests.

These lived experiences have given me a deep level of empathy and compassion to everyone. My mediation style is very collaborative and healing. It is very powerful to help people work through their conflict. My traumatic experiences and the healing that I have done afterwards has given me a unique perspective and energy to conflict management as well as organizational change/dynamics.

**Describe a time when you experienced a personal bias and how you worked through that bias; or describe a time when you worked with someone with different viewpoints than yours and how you worked through those differences?**

I have always lived in poverty and have struggled to connect with people of means. I had a lot of personal bias against wealthy individuals and struggled to connect with them because of that bias. In my work at DOH I have encountered a diverse work population, including people with affluence. I have gone through numerous bias trainings, but it was only recently that I directly worked on my own classism. I have sought out opportunities to connect with people of different economic means than my own in an effort to become more aware of this bias and it has really broadened my awareness of people's struggles that are not connected to their economic status.

**Describe what a "just and equitable Olympia for all people" looks or feels like to you and how would you include all marginalized people into this vision.**

I have a hard time with mission/vision statements like this as I am a very practical, task oriented person. Through that lens a 'just and equitable Olympia for all people' would be an environment that fosters conflict/complaint management with a strong eye towards systematic changes and efficiencies.

**Appointment to the Commission will require your attendance at evening meetings, and other types of work (reading, meeting preparation etc.). How many hours per month are you willing to commit as a volunteer?**

I am able to commit to 10+ hours of asynchronous work a month. Monthly evening meetings are not a problem either. I would be open to additional work, but I would need to have a discussion about expectations and balance.

**Thank you for your interest in serving on a the City of Olympia Social Justice and Equity Commission!**

Dear Ms Remsbecker and other Selection Committee

I would like to express my interest in the Vital Record Manager position at the Center for Health Statistics. My supervisory, labor relations, records management and quality improvement experience make me a uniquely qualified candidate. In my past position at Timberland Regional Library as an Operations Supervisor, I managed a staff of 16 people that were tasked with the core operations of two public library branches. Beyond my day to day management tasks, I also worked on district wide initiatives that impacted 27 library branches in 5 counties, such as strategic planning, automation, circulation policy/procedure creation, implementation and training. I have worked with my union as a steward, as well as executive board member. Counseling supervisors and direct reports on coaching, discipline and advocacy was a core component of my work with the union for the 13 years that I worked at Timberland. This experience has made me comfortable parlaying my coaching skills out of a union setting and into management

Since my hiring in February I have learned so much about DOH and CHS and the work that the teams accomplish to support the residents of Washington. When I was hired into CHS as a non-permanent staff, I set out to determine the next steps of my career and how I can best utilize and cultivate my skills. To that end, I have continued my mediation training to be able to independently take on cases and have completed Labor Arbitrator training through the Federal Mediation and Conciliatory Agency. While I could be successful with making conflict resolution as a career path, the reality of case driven work would not allow for an ideal work-life balance that working at CHS would permit.

Seeing and understanding the work and challenges of CHS allows a feeling of confidence that I would be successful in the role of Vital Records Manager for an extended amount of time. I thrive on having a strong routine that allows for lots of challenges and room for growth. I worked at Timberland for 13 years because I was able to learn and cultivate my skills while serving the public. Working at CHS is similar to library work and the Vital Records side of the Center is very close to the work I was accomplishing at Timberland. As Operations Supervisor, I supported direct line staff in record management and customer service tasks. I was a conflict escalation resource for staff and patrons, as well as an information disseminator regarding district wide plans, providing context and training into rule making decisions that affected workflow and morale. I also worked with IT professionals, both internal to Timberland and outside IT companies to enhance the customer and staff experience. The largest example of this was the selection and implementation of check-out machines for our patrons that then allowed our front line staff to take on tasks that were part of their new classifications.

In my free time I volunteer with several local organizations (Dispute Resolution Center of Thurston County, CascadiaNow!, AFL-CIO Pride at Work, Washington St Labor Council and the Thurston Lewis Mason Central Labor Council) and consider it my civic duty to advocate for the residents of Washington to receive the services required to meet their needs. Easy, correct and prompt access to Vital Records is fundamental to residents to interact with the bureaucracy of their communities. Having a customer driven mindset, as well as keeping an accurate assessment of who our customers are, is a pillar of my managerial strategy.

Thank you all for your consideration. I am enjoying my time as the CHS Quality Improvement Analyst and look forward to being able to use a greater number of my skills to serve the CHS team and the residents of Washington.



Wednesday, December 15, 2021

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**Name**

Fauziya Mohamedali

**Appointment to the Commission requires living or working within Olympia City limits. Do you:**

Live in Olympia

Work in Olympia

**Email Address**

[REDACTED]

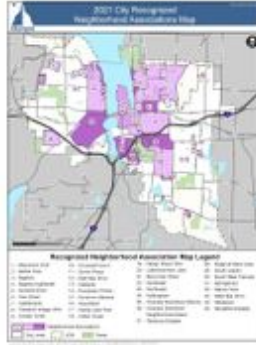
**Home Address**

[REDACTED]

**Select the neighborhood where you live or work (whichever is applicable):**

Other

**If you choose other please write in the neighborhood here:** Thornbury Meadows Lacey



View a larger, zoomable map here:

[https://www.olympiawa.gov/community/neighborhood\\_associations/index.php](https://www.olympiawa.gov/community/neighborhood_associations/index.php)

**Primary Phone Number**



## Interests & Experiences

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**Attach a Resume**



### **Why are you interested in serving on the Social Justice and Equity Commission?**

In theory social justice is having access to all resources: health, well-being, opportunities, employment, participation, diversity, inclusion and equity.

Social justice and equity is working towards treating people with dignity and respect which is a basic human right.

I am very interested in supporting this cause, learning more about the objectives of this Commission: first by educating myself, listen and make a difference in the lives of minority groups and under-represented groups.

It is a privilege to serve on this Commission.

### **What is your understanding of, or experience in, issues related to social justice, human rights, racial and/or other forms of discrimination?**

1. Everybody has equal opportunities to basic resources
2. All people should be treated with dignity and respect, rights of all human beings.
3. It is a personal responsibility to work with others to better this world.
4. It is moral, rational responsibility based on ethics, religion, faith, fairness, rationality, empathy, natural law.
5. Build better communities and improve lives.
6. Build trust and security.
7. Maintains law and order for stability of a country.

### **What lived experiences or skill sets would you bring to the Commission?**

First my faith professes "there is no discrimination in status, background, color, race, gender, nationality or superiority, except in piety and good actions".

As an immigrant from a multi-culture country of diverse communities, religions, economic backgrounds and cultures and growing up in a multi-generation family, empathy and tolerance are

inherent values. Justice starts at home with your family, extends to neighbors, community and country.

**Describe a time when you experienced a personal bias and how you worked through that bias; or describe a time when you worked with someone with different viewpoints than yours and how you worked through those differences?**

I work as a cashier part time. Being a Muslim woman with a scarf on my head, I get more "attention" and if I make a mistake in a transaction, it can be perceived as not knowing my job well because I do not look "foreign". or different. I have felt this a couple times only but I try to be humble and apologize for the mistake.

Fortunately I haven't had any personal major bias experiences.

**Describe what a "just and equitable Olympia for all people" looks or feels like to you and how would you include all marginalized people into this vision.**

Eliminate racism, advocate for human rights. Practice and learn about diversity, communities, cultures, religions etc.

People are fair, follow the rules, respect and practice empathy. Be ethical. Show respect and dignity.

Learn to listen.

Share resources and be a good humanitarian. Treat others as you would like to be treated.

**Appointment to the Commission will require your attendance at evening meetings, and other types of work (reading, meeting preparation etc.). How many hours per month are you willing to commit as a volunteer?**

8-10 hrs monthly.

Allowing some flexibility when absolutely necessary or unexpected events.

**Thank you for your interest in serving on a the City of Olympia Social Justice and Equity Commission!**





**OBJECTIVE**

To advocate for equity and human rights

**COMPUTER SKILLS**

Adobe Photoshop, Adobe Illustrator, Adobe InDesign  
Microsoft Word, Familiar with ArcGIS Software

**EDUCATION**

**2017**

E4E- Business Enterprise Planning Program

**Jan 2002-June 2003**

Graphic Technology, Perry Technical Institute,  
Yakima, WA

**1976-1979**

Bachelor of Arts (Honors) in Design,  
University of Nairobi, Kenya

**EMPLOYMENT**

**2018-2021**

Co-op Working Member & Temp Staff

**2007-2016**

Washington Dept. of Transportation (WSDOT)

**Graphic Design (part-time)**

Creating diverse graphic materials, maps, reports and other  
visuals to enhance WSDOT's ability to communicate clearly  
and effectively to the travelling public

**2005-2007**

"The Olympian" Newspaper Olympia, WA

**Graphic Design (part-time)**

Creating and editing ads for newspaper for various clients -  
real estate, car dealers, retail, home improvement, etc

**2002-2004**

Smith Phillips & DiPietro Adv. Yakima, WA  
EDC Thurston County, Olympia WA

**Internship / Volunteer / Freelance**

Concepts & design for ads, posters, comps and collateral  
material for media and printing

**1989-2001**

Travel: Traveled to more than 20 countries in Africa, Asia,  
Europe, Middle East and North America.  
Home & Family Management. Immigration to US

**1979-1989**

Worked for various design firms in Nairobi, Kenya

**Graphic Designer / Studio Manager**

Illustration, Logo & Stationery Design, Concepts & design for  
annual reports, media ads, collateral material

**OTHER INTERESTS**

Cooking, Hiking, Reading, Home & Family time

**LANGUAGES**

Fluent: English  
Proficient: Gujarati, Hindi/Urdu, (S. Asia), Kiswahili (E. Africa)  
Knowledgeable: Arabic (Middle East)



Thursday, December 9, 2021

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**Name**

Wesley Nguyen

**Appointment to the Commission requires living or working within Olympia City limits.**

Live in Olympia

**Do you:**

**Email Address**

[REDACTED]

**Home Address**

[REDACTED]

**Select the neighborhood where you live or work (whichever is applicable):**

Other

**If you choose other please write in the neighborhood here:** Woodbury Crossing HOA



View a larger, zoomable map here:

[https://www.olympiawa.gov/community/neighborhood\\_associations/index.php](https://www.olympiawa.gov/community/neighborhood_associations/index.php)

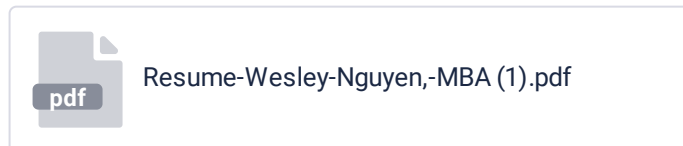
**Primary Phone Number**



## Interests & Experiences

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**Attach a Resume**



### **Why are you interested in serving on the Social Justice and Equity Commission?**

I want to support the city effort in social justice and equity. with 40+ years of live experience, I believe these learned conditions will inform me on supporting this effort. I have lived in Olympia for 5 years and would like to contribute to building a welcoming community for all people. As someone that is working in local government, I am ready to understand the complaints on racial, social justice, human rights violations, and other forms of discrimination. I intended to provide transparent investigation and resolution of these complaints.

### **What is your understanding of, or experience in, issues related to social justice, human rights, racial and/or other forms of discrimination?**

I understand it exists and can be uncomfortable for some folks to hear and talk about it. I believe issues related to social justice, human rights, racial and/or other forms of discrimination are sometimes institutional, systematic, and cultural.

### **What lived experiences or skill sets would you bring to the Commission?**

I am a first-generation immigrant with a master's degree and civic servant. I enjoyed building a fair and just community that thrives in diversity and inclusion.

### **Describe a time when you experienced a personal bias and how you worked through that bias; or describe a time when you worked with someone with different viewpoints than yours and how you worked through those differences?**

I was a Peace Corps Volunteer (PCV) in Mongolia from 2002 to 2004. As I was shopping at the local market with another PCV. One of the shopkeepers asked my friend where is he from and my friend replied "America" and the shopkeeper gave him a thump up. The same shopkeeper asked me where I am from, and I too replied "America". The shopkeeper laugh and told us it was a nice joke. He did not believe an Asian-American existed.

**Describe what a "just and equitable Olympia for all people" looks or feels like to you and how would you include all marginalized people into this vision.**

BELONG. Just like White/Caucasians, non-White/Caucasians should also belong in Olympian. Non-White/Caucasians should be able to go to the banks, the mall, car dealerships, bars, and any place without being stare at or be suspicious of.

**Appointment to the Commission will require your attendance at evening meetings, and other types of work (reading, meeting preparation etc.). How many hours per month are you willing to commit as a volunteer?**

10 hours per month

**Thank you for your interest in serving on a the City of Olympia Social Justice and Equity Commission!**

# Wesley Nguyen, MBA



[Redacted]



[Redacted]



[Redacted]

## Summary

I am a son, a brother, a dad, an immigrant, a college student, a multi-lingual speaker, lived in the east coast, west coast, midwest and internationally. Bringing your whole self to work means being authentic.

## Experience



### Economic Development Coordinator

City of Lacey

Dec 2020 - Present (1 year 1 month +)

Serves as the primary point of contact and liaison to the community for the City of Lacey's economic development activities and is responsible for the retention, expansion, and recruitment functions for corporate and small business. Plans, organizes, and performs activities to enhance economic development in Lacey. Actively develops business contacts and effectively markets the City of Lacey. Makes and implements recommendations for economic development, small business assistance, incentive programs, and permitting policies. Serves in a project manager role for major development initiatives.



### Contract and Program Auditor

City of Tacoma

Oct 2019 - Dec 2020 (1 year 3 months)

Coordinated processes for the allocation of contract funds, particularly supporting minority and woman-owned businesses. Monitor programs and contracts for compliance with departmental standards and city laws, regulations and policies. Provided technical assistance and recommendations to improve project and program operations.



### Program Specialist

Workforce Training & Education Coordinating Board

May 2017 - Oct 2019 (2 years 6 months)

Managed a 3 million USD innovative Upskill-Backfill Initiative; oversees all critical aspects of the grant cycle from pre-award to post-award; developed cost proposal packages for negotiations with contractors; responsible for management of contracting activities, specifically the technical assistance of activities associated with successful performance of designated contracts; collaborated with contracted program staff in development of comprehensive scope of work incorporating business engagement that improved policies and systems for workforce development.



### Senior Project Manager

Seattle Jobs Initiative

Dec 2014 - Dec 2016 (2 years 1 month)

Responsible for project planning and execution, including monitoring and facilitating adherence to timelines and expected outcomes for each separate program cycle. Strengthened program design with clear milestones, implementation plans, and evaluate plans for expected outcomes. Assisted poor and

low-income population with skill training and job placement coordination of program implementation; specialization in college relations and employer relations.



## **Social Enterprise Director**

Hagar

Jun 2013 - Jun 2014 (1 year 1 month)

Accountable to the Hagar Social Enterprise Group (HSEG) Board of Directors on all matters relating to investments in businesses and commercial risks; worked closely with the Hagar International (HI) CEO in order to carry out the overall mission of HI in collaboration with national offices. Assisted partners and investments with social impact metrics, monitoring and reporting. Identified new private sector partnerships to provide additional employment and training opportunities to Hagar clients. Monitored HSEG's current portfolio of investments and represented HSEG on the Board of Directors to assist with social mission/vision formulation.



## **Private Enterprise Officer**

USAID

Apr 2012 - May 2013 (1 year 2 months)

Engaged and coordinated with other USG civilian and military agencies by providing technical resources on socio-economic development issues; supported USAID program implementation activities by integrating and executing monitoring and evaluation actions; built credibility, established rapport, and maintained relationship with local/sub government officials to develop priorities programming; coordinated and drafted an economic development strategy with clear road map for implementation and supported provincial economic growth; defined and initiated small grant projects, managed cost, schedule, and performance of projects; ensured project activities were run smoothly with effective and efficient operating support such as better management reporting, information flow, business process and organizational planning.

## **Education**



### **Georgetown University**

BSBA, Marketing



### **La Trobe University**

MBA, Finance

Blended learning

## **Skills**

Financial Management • Microfinance • Market Analysis • Housing Finance • Banking • Financial Analysis • Due Diligence • Credit • Business Planning • Microcredit

# Wesley Nguyen, MBA



[Redacted]



[Redacted]



[Redacted]

## Summary

I am a son, a brother, a dad, an immigrant, a college student, a multi-lingual speaker, lived in the east coast, west coast, midwest and internationally. Bringing your whole self to work means being authentic.

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### Senior Project Manager

Seattle Jobs Initiative

Dec 2014 - Dec 2016 (2 years 1 month)

Responsible for project planning and execution, including monitoring and facilitating adherence to timelines and expected outcomes for each separate program cycle. Strengthened program design with clear milestones, implementation plans, and evaluate plans for expected outcomes. Assisted poor and

low-income population with skill training and job placement coordination of program implementation; specialization in college relations and employer relations.



## **Social Enterprise Director**

Hagar

Jun 2013 - Jun 2014 (1 year 1 month)

Accountable to the Hagar Social Enterprise Group (HSEG) Board of Directors on all matters relating to investments in businesses and commercial risks; worked closely with the Hagar International (HI) CEO in order to carry out the overall mission of HI in collaboration with national offices. Assisted partners and investments with social impact metrics, monitoring and reporting. Identified new private sector partnerships to provide additional employment and training opportunities to Hagar clients. Monitored HSEG's current portfolio of investments and represented HSEG on the Board of Directors to assist with social mission/vision formulation.



## **Private Enterprise Officer**

USAID

Apr 2012 - May 2013 (1 year 2 months)

Engaged and coordinated with other USG civilian and military agencies by providing technical resources on socio-economic development issues; supported USAID program implementation activities by integrating and executing monitoring and evaluation actions; built credibility, established rapport, and maintained relationship with local/sub government officials to develop priorities programming; coordinated and drafted an economic development strategy with clear road map for implementation and supported provincial economic growth; defined and initiated small grant projects, managed cost, schedule, and performance of projects; ensured project activities were run smoothly with effective and efficient operating support such as better management reporting, information flow, business process and organizational planning.

## **Education**



### **Georgetown University**

BSBA, Marketing



### **La Trobe University**

MBA, Finance

Blended learning

## **Skills**

Financial Management • Microfinance • Market Analysis • Housing Finance • Banking • Financial Analysis • Due Diligence • Credit • Business Planning • Microcredit





Monday, December 13, 2021

## City of Olympia Social Justice and Equity Commission Application

Advisory committees are a structured way for community members to share their opinions and points of view, study issues, and develop recommendations in a focused small group to the Olympia City Council.

Commissioners will be tasked with aligning the Commission work plan to elevate the voices, perspectives, and needs of marginalized community members; mediation and investigation of discrimination and harassment complaints; studying issues; hearing public testimony; independent research; and reviewing staff reports and recommendations. The Commission will also prepare, discuss, put together and forward well-developed recommendations to the City Council.

Appointment to the Commission requires living or working within Olympia City limits.

The City of Olympia values participation from all perspectives and life experiences and looks for equity and inclusion in advisory commission appointments. The Olympia City Council's General Government Committee recommends appointments to the full Council. Recommendations are made following review of applications and interviews of qualified candidates.

To reduce barriers to community member participation the City offers stipends of \$25 per meeting attended to advisory commission members. Members who certify as low income are eligible to receive stipends of \$50 per meeting attended. Advisory commission members may waive the stipend upon request.

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. The City can provide reasonable accommodation for anyone who needs it to participate fully in the commission.

For questions, please contact Susan Grisham, Assistant to the City Manager, 360.753.8244, [sgrisham@ci.olympia.wa.us](mailto:sgrisham@ci.olympia.wa.us)

**Name**

Jessicarae Nunez

**Appointment to the Commission requires living or working within Olympia City limits. Do you:**

Live in Olympia

Work in Olympia

**Email Address**

[REDACTED]

**Home Address**

[REDACTED]

**Work Address**

[REDACTED]

**If you choose other please write in the neighborhood here:**

Live in Carlyon North (unrecognized), [REDACTED]  
[REDACTED] I also own a home in Bigelow Highlands (4) Neighborhood.



View a larger, zoomable map here:

[https://www.olympiawa.gov/community/neighborhood\\_associations/index.php](https://www.olympiawa.gov/community/neighborhood_associations/index.php)

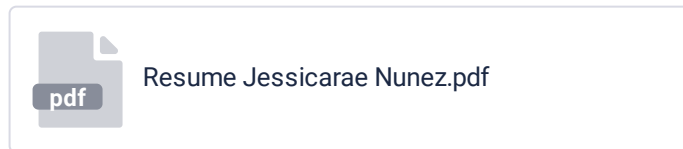
**Primary Phone Number**



## Interests & Experiences

Please keep answers concise and informative. You are introducing yourself to the Olympia City Council and sharing with them why you are interested in being considered for appointment. You may attach a resume.

**Attach a Resume**



### **Why are you interested in serving on the Social Justice and Equity Commission?**

I have been a resident of Olympia for almost 40 years. I attended Pioneer Elementary, Washington Middle, and graduated from Olympia High School. I have long been an active and engaged member in our community by way of working and coaching for the school district; specifically working with special needs students. I was a board member, secretary, and president of our local Olympia United Soccer Club, and have coached for that club and the YMCA for the better part of the past 18 years. I sat on the City of Olympia Downtown Stakeholders group and regularly engage and volunteer in City of Olympia happenings with the purpose of strengthening our community for all.

### **What is your understanding of, or experience in, issues related to social justice, human rights, racial and/or other forms of discrimination?**

I currently work for the WA State Department of Commerce as a Weatherization Program Coordinator, Project Manager, Change Manager, our program's Tribal Liaison, member of our Energy Division DEI team, member of our Agency Change Management Team for our Headquarters and Hubs Project, and have recently stood up an additional Tribal Partnerships Workgroup that I plan and facilitate monthly. I first began at Commerce working for the Disabilities Workgroup which oversees the ABLE savings program and newer Disability and Behavioral Health Ombuds programs. I also sat on our Agency Neurodiversity Workgroup as well. Our focus on recognizing necessary changes in our agency's hiring practices to assure diversity and equity for all through that process. Prior to Commerce, I worked for the Department of Health as part of a grant for Children with Special Healthcare Needs to stand up an integrated services data system to serve all of Washington State. I have a lifelong passion for equity, aspiring to lift others of all ages, abilities, and backgrounds, and continued personal learning and growth. Two of my children are neuro diverse and struggle with mental health issues. Navigating these alone when they were younger was especially difficult and further inspired me to work to promote these changes.

### **What lived experiences or skill sets would you bring to the Commission?**

I am certified as both a Project Manager and ProSci Change Practitioner. I believe I have a combination of compassion, passion, logic, appreciation for data, open heart and communication style that is necessary in collaborative group and team work. I am an equally optimistic and realistic person, who focuses on solution oriented approaches to reach the goals of the group. I appreciate the big picture, but do not shy away from the details and risks associated with achieving continued forward movement and goals.

### **Describe a time when you experienced a personal bias and how you worked through that bias; or describe a time when you worked with someone with different viewpoints than yours and how you worked through those differences?**

A personal bias that I often still experience is my lack of what's considered formal, higher education. I have a love of learning and school, but life's circumstances caused me to take a different path directly out of high school. Since then, I have been continuing my educational journey on my own and in my own time. I have pages long transcripts of the schooling and learning that I have done over the years, but nothing seems to replace for others my not having a specific university degree. I am currently enrolled and will begin my next quarter at SPCSS in early January, but I do not have a bachelor's degree (yet). I would say that this is one experience of a personal bias that I have and continue to experience. Another would be having been reliant on Medical, Food, and Childcare benefits through the state when I was a young, single mother. Even then, working fulltime for the state, and having an additional evening job, I still qualified for those supportive benefits. Every time that I shared that information with a person or went in for an interview about renewing my benefits, I was treated as if I were lazy or 'living off of the system', until the person would learn a bit more about my circumstances and how hard I actually worked. I see these both as a sliver of incite into what others, who have not benefited from the other privileges that I have, go through daily. This inspires me to continue to work for the betterment of our whole community.

### **Describe what a "just and equitable Olympia for all people" looks or feels like to you and how would you include all marginalized people into this vision.**

A just and equitable Olympia for all people looks like equity in opportunity for every person to have at least the ability to have their basic needs met and thrive independently in their life. Including all marginalized people into this vision and what systems and changes it would take to attain this seem like two different pieces to the same puzzle to me. What it looks like to me is varied and widespread. Shelter, food, education, ability to earn a wage that will provide the prior, in addition to a sense of daily pride. Safe streets in the way of well lit areas and equitable access to our spaces and places for persons with differing abilities; physical, mental, and emotional. Ample pathways and parks for our entire community to enjoy. Moreover, marginalized persons not only represented, but also invited and sitting at the table to problem solve the issues in real time and what the solutions may be from differing and representative perspectives.

### **Appointment to the Commission will require your attendance at evening meetings, and other types of work (reading, meeting preparation etc.). How many hours per month are you willing to commit as a volunteer?**

I am willing and able to attend the monthly meetings as required, and whatever preparatory assignments or reading that are required as well. Looking forward to hearing from you and answering any questions you may have regarding my interest and my ability to fulfill the needs and expectations of this group. Thank you for your consideration.

**Thank you for your interest in serving on a the City of Olympia Social Justice and Equity Commission!**

**April 2017 - Present: Weatherization Program Coordinator / Commerce Specialist 2 (promoted from Administrative Assistant 3)**

Washington State Department of Commerce, Energy Division, Housing Improvements and Preservation Unit. My responsibilities have grown and changed during my time with the Energy Division. They vary from supporting internal and external customers, Unit Records Specialist, Modern Work Environment Change Manager, Project Management, Commerce Department Facilitation and Moderator, Planning and Facilitation of bi-weekly and monthly staff meetings, Coordination and planning for our state's hosting the national NASCSP Conference, scheduling and coordination with Senators and Representatives for unit's Managing Director, securing and tracking all travel for unit staff members, processing of all time sheet and leave slips for unit staff, all unit purchases, independent drafting of emails for Energy Division Assistant Director regarding Modern Work Environment, and administrative support for our Assistant Director while his administrative position was vacant, Change Management project assignments: Energy Division practitioner for state's Modern Work Environment Executive Order implementation, Agency practitioner for Employee Satisfaction Survey Results and Measures, LEAN team member and contributing writer, Discover Commerce Planning Team member, Agency Neurodiversity Team member, Responsible for quarterly coordination of schedules, status and dashboard tracking for 30 local community based low-income weatherization and health agencies whom are our grant recipients.

As a member of our Monitoring Team, I complete fiscal, programmatic, and technical reviews prior to the assigned Field Monitor. I am the final review of all reports that are distributed to any of our 27 Local Agencies throughout Washington State. I was responsible for the Department of Energy federal Audit Tool Submittal in 2019 as one of my first assignments. I hold the position and responsibility as our Weatherization Tribal Liaison to our seven Tribal Partners; independently conducting their quarterly check-ins. I re-wrote our Native Outreach Plan for this year's Weatherization Work Plans of all Local Agencies, and was responsible for its review and the follow-up interviews to be sure that all Local Agencies are doing their best to bring equity in service to our Tribal Partners across the state. I have co-created, and am currently planning and will facilitate, our new Energy Division Tribal Partnerships Workgroup, am an active participant in our Agency Tribal Resource Group (TRG), and contributed to the TRG agency wide survey and the planning and presentation of our Land Acknowledgement the last Discover Commerce with my subcommittee members.

I am a member of our Energy Division's Equity Team, focusing on integrating DEI processes into our daily work and operationalizing it into our policy and practices. We currently contracted for and held an implicit bias training session for all of the Energy Division staff.

I am the Region 5 Representative to the NASCSP Workforce Development Team and our Washington State Weatherization Workforce Development Team, and was asked this past year to present as part of the WAP track of both the Spring and Winter NASCSP Conferences on workforce best practices.

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**November 2016 - April 2017: Program Support / Administrative Assistant 2**, Washington State Department of Commerce, Disabilities Workgroup.

Provide daily administrative support to the Workgroup Manager and Commerce Specialist 3. Answering general incoming telephone calls. Providing all coordination of monthly Achieving a Better Life Experience Governing Board meetings, quarterly Developmental Disability Endowment Trust Fund Governing Board meetings, inclusive of food, accommodations, flights, travel reimbursements for members and a board. Processing all procurement requests for unit, inclusive of A-19's associated with contract payouts. Reviewing and routing contracts and documents for signature approval on behalf of the unit. Research and requests to outside entities and stakeholders when information is required of unit members. Formatting of unit documents for distribution, such as RFP and general correspondence. Creation of copy and text and uploading for newly created websites for ABLE program. Attendance and other duties as assigned by Workgroup Manager.

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Saturday, January 1, 2022

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To reduce barriers to community member participation the City offers stipends of \$25 per meeting attended to advisory commission members. Members who certify as low income are eligible to receive stipends of \$50 per meeting attended. Advisory commission members may waive the stipend upon request.

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. The City can provide reasonable accommodation for anyone who needs it to participate fully in the commission.

For questions, please contact Susan Grisham, Assistant to the City Manager, 360.753.8244, [sgrisham@ci.olympia.wa.us](mailto:sgrisham@ci.olympia.wa.us)

**Name**

Marianne Ozmun-Wells

**Appointment to the Commission requires living or working within Olympia City limits. Do you:**

Live in Olympia

Work in Olympia

**Email Address**

[REDACTED]

**Home Address**

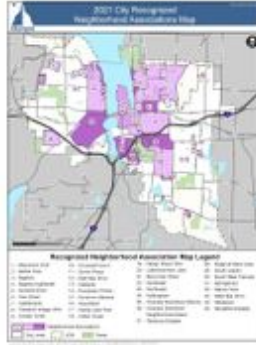
[REDACTED]

**Work Address**

[REDACTED]

**Select the neighborhood where you live or work (whichever is applicable):**

Castlewood



View a larger, zoomable map here:

[https://www.olympiawa.gov/community/neighborhood\\_associations/index.php](https://www.olympiawa.gov/community/neighborhood_associations/index.php)

**Primary Phone Number**



**Alternate Phone Number**



## Interests & Experiences

Please keep answers concise and informative. You are introducing yourself to the Olympia City Council and sharing with them why you are interested in being considered for appointment. You may attach a resume.

**Attach a Resume**



Resume 07142021 (2).doc

### **Why are you interested in serving on the Social Justice and Equity Commission?**

I am passionate about social justice in both my professional and personal life. I am committed to improve access and equity for those from historically and currently marginalized identity groups.

### **What is your understanding of, or experience in, issues related to social justice, human rights, racial and/or other forms of discrimination?**

I have been involved in social justice efforts and working with and on behalf of people from marginalized groups for over 30 years in two states. From teaching children of migrant farm workers in the fields where their parents worked, to building a mentoring program for formerly drug and gang involved youth on a Native American reservation. I served as the housing director for the largest poverty advocacy and homeless services non-profit in Tucson, Arizona, served those with complex developmental disabilities and children and youth with severe mental illness and conduct disorders. Have worked for the Washington State Department of Social and Health Services for 20 years. For the past nine years I have served in equity, diversity, and inclusion leadership.

### **What lived experiences or skill sets would you bring to the Commission?**

I am a former foster child, having been born into the Arizona State child welfare system and aging out of that same system at age 18. I have lived in abject poverty and have experienced homelessness. I am recovering from behavioral health and substance use disorders (35 years) and live with an often debilitating but less visible genetic physical disability called Ehlers-Danlos Syndrome. I have been "out" as a member of the LGBTQIA+ community since 1982 and came out two years ago as non-binary. I identify as a non-binary lesbian and my pronouns are she/they. I am over 50 and appear female. I am white and have benefited from my whiteness throughout my life and work to use my privilege when useful (and requested) whenever I can in service to those with less racial privilege. My wife and I have

been together for 28 years and we have a 17-year-old daughter. All three of us live with physical disabilities that impact multiple life domains, but few would know that by seeing our family. My wife and I moved from Tucson, Arizona to Olympia twenty years ago, primarily in hopes of starting a family in a more affirming environment than we had experienced in Arizona.

**Describe a time when you experienced a personal bias and how you worked through that bias; or describe a time when you worked with someone with different viewpoints than yours and how you worked through those differences?**

I work with people who have different ideologies than me often. The nature of my work requires that I have the ability to engage people who may not immediately adopt the principles of anti-racism and equity. Personally, I have experienced untold numbers of words and acts of bias and discrimination. In 1982, I was in a relative placement with an Aunt and Uncle who were preparing to adopt me. I was a senior in high school, preparing for a career in the United Methodist ministry when I had my coming out experience. That experience cost me my home, family, faith, future, and nearly my life. Working through that experience was a lengthy undertaking involving therapy and a recovery community. I understand in my cells what it means to lose everything because of who I am and whom I love. More recently, over the years under the previous presidential administration, visible hatred for people like me and families like mine increased exponentially. We not only saw hate on display on Capitol Boulevard, we saw it on Boulevard Road. For the first time, in our 20 years as Washingtonians, my family and I feared for our safety. We saw parades of hatemongers driving up and down Boulevard, and because one corner of our home is on Boulevard, my family and I purchased plywood to board up our windows and doors if things became violent right outside our home. The same racist, homophobic, misogynistic mentality we left behind two decades ago became publicly sanctioned and somewhat normalized even in the Pacific Northwest in recent years.

**Describe what a "just and equitable Olympia for all people" looks or feels like to you and how would you include all marginalized people into this vision.**

A just and equitable Olympia means no individual or family ever fears that hate threatens their safety. It means safe and adequate housing for every member of our community. It means that those who navigate the world in wheeled chairs or with canes or crutches or unstable legs, can get up curbs and across streets and into buildings. I found it unconscionable that as the state formed a business resource group for state employees with disabilities, there was inadequate disabled parking to attend those meetings. It means that our Black and Brown neighbors never have to have "the talk" with their children about how to stay alive when encountering law enforcement. It means a place for those in mental health crisis and in the throes of addiction can get help. It means the very old and the very young have place and purpose in their lives. It means our leadership at every level, looks like the community they serve. It means no decisions are made without all voices at the table and that the voices aren't tokenized, they are valued!

**Appointment to the Commission will require your attendance at evening meetings, and other types of work (reading, meeting preparation etc.). How many hours per month are you willing to commit as a volunteer?**

6-8 hours per month, more if emergent needs require.

**Thank you for your interest in serving on a the City of Olympia Social Justice and Equity Commission!**



# MARIANNE KATHLEEN OZMUN-WELLS

[REDACTED], Olympia, Washington 98501

Phone: [REDACTED]

e-mail: [REDACTED]

Mobile: [REDACTED]

## *Proven Progressive Anti-Racism, Equity, Diversity, Inclusion Leadership*

### PROFESSIONAL PROFILE

- Public, private, non-profit leadership in two states.
- Proven history of private/public partnership and effective coalition building.
- Exceptional Communications Manager; expert verbal, visual, and written communicator.
- Successful Project Manager-strategic planning, quality improvement, equity, diversity, inclusion.
- Recognized subject matter expert in myriad anti-racism, equity, diversity, and inclusion topics.
- Skilled Performance Manager-performance outcome tracking, visualization, and reporting.
- Motivator and mobilizer of diverse groups; often with competing interests.
- Computer literate desktop publishing, data, presentation, and graphic design producer utilizing the full suites of Microsoft and Adobe applications as well as other statistical, MIS, and design programs.

*I am so pleased to tell you that in addition to very positive feedback at the Board, the conversation about LGBTQ+ persons and inclusion, respectful communication, pronouns, courtesy titles, etc. is apparently spreading to the Network group for Administrative Law Judges at other state agencies. Your presentation yesterday was approved for continuing legal education (CLE) credit by the Washington State Bar Association*

*~Jamie Moore, Industrial Appeal Judge*

### EXPERTISE

- Audience-driven communications
- Consultation, training, and technical assistance.
- LGBTQ+ inclusion; age, disability, gender, veteran's issues, identity intersectionality
- Operations, personnel, and budget management
- Adult learning theory and competency-based curriculum development and education
- Continuous Quality Improvement: Baldrige, Lean, Six Sigma, Results Washington
- Legislative and policy analysis, policy writing, law and policy equity assessment
- Stakeholder mapping and engagement
- Communications planning; publications, design, and management
- Equity, diversity, and inclusion, anti-racism, race, power, privilege, unconscious bias, microaggressions
- Media relations, public relations
- Writing for legislature, leadership, staff, clients, and the public

### PROFESSIONAL EXPERIENCE

#### **Equity, Diversity, and Inclusion Manager**

*Washington State DSHS Economic Services Administration, Olympia, WA 11/2016-Present, Nicole Ross 360-725-4558*

- Vision, develop, deploy, direct equity, diversity, and inclusion programs, policies, and practices throughout the largest administration in the largest state agency.
- Coach and consult senior leadership team on anti-racism and equity accountability and action.
- Develop and deploy comprehensive anti-racism, and equity, diversity, inclusion curriculum.
- Develop and deploy comprehensive equity, diversity, and inclusion communications.
- Supervised EDI professionals and interns, represented EDI at senior leadership.

**Equity, Diversity, and Inclusion Manager**, *Washington Department of Social and Health Services, Olympia, WA 07/2013-11/2016, Theresa Powell, 360-902-7999*

- Oversee Affirmative Action planning, development, metrics, monitoring, and reporting for all of DSHS
- Convene and direct the work of the Equity, Diversity, and Inclusion Council
- Develop policies to support diversity, equity, and inclusion for the DSHS workforce and clients
- Lead and support cultural competency and diversity initiatives statewide.

**Communications Manager, LGBTQ Children, Youth & Families Consultant** *Washington Department of Social and Health Services, Olympia, WA*

*12/2001-2/2006, 11/2006-8/2012, and 4/2013-7/2013, Sherry Hill (Retired)*

- Design and author communications plans, reports, fact sheets, newsletters, messages and talking points, briefing papers, web-based content, and other publications for legislators, executive leadership, personnel, stakeholders, constituents, and the media.
- Developed LGBTQ+ Curriculum, deployed to multiple audiences.
- Develop strategic plans and co-coordinate Continuous Quality Improvement initiatives.
- Interpret complex data and visually communicate statistical concepts for the legislature and other audiences.
- Spearhead social marketing campaigns.

**Communications Director, Acting**, *Denise Revels Robinson, (Retired)*

*Department of Social and Health Services, Children's Administration Olympia, WA*

- Executive leadership, planning, and product development for all agency communications.
- Collaborated with DSHS Public Affairs on media relations and external communications.
- Chaired Diversity Council.
- Supervised Children's Administration Communications Unit.

**Administrative Program Specialist II, Foster Care to College**, *Temporary Appointment*

*Washington Office of Superintendent of Public Instruction & DSHS, Olympia, WA, 2006, Gina Brimmer, resigned*

- Developed and launched new program to support foster youth in persisting in, and completing programs of post-secondary education at universities, community colleges, and trade schools.
- Coordinated and facilitated multi-agency private/public partnership advisory committee.
- Facilitated multiple workgroups, developed policies, authored program implementation plan.

**Technical Assistance & Communications Manager**, *Project MATCH, Tucson, AZ, Becky Thomas, (Retired)*

- Developed and distributed all project-related information through print and electronic media for System of Care model program for children with complex needs and multi-system involvement.
- Designed training and communications materials for local, regional, tribal, and national presentation as the agency representative to the National Communications and Technical Assistance partnership.
- Chaired Cultural Competency Committee.

**Housing Director**, *Primavera Services, Inc., Tucson, AZ, Karin Uhlich, 520-791-4711*

- Oversaw operations, budget, and personnel in four housing programs throughout the city of Tucson for the metropolitan area's largest homeless service and poverty advocacy organization.
- Hired and supervised all personnel including Program Managers and Master's level clinicians.
- Served as member of executive management team

**Education Coordinator**, *La Paloma Family Services, Inc., Tucson, AZ, David Bradley, (Senator) 602-926-5262*

- Oversaw the educational provisions for at-risk and dependent youth in five group homes.
- Designed, implemented, and received Arizona State Department of Special Education licensure on an alternative school for at-risk and dependent children ages 6-18; served as interim school principal.
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**Youth Mentor Program Coordinator**, *Pascua Yaqui Housing Authority, Tucson, AZ, Marilyn Chico, (Retired)*

- Designed and implemented media-arts based mentoring program for Native American youth.
- Worked closely with law-enforcement, social services, and other community entities.
- Hired, trained, supervised young adults to become mentors to younger children in their own community.

## EDUCATION

- University of Phoenix, Master of Management in Public Administration, MMPA, June 2013
- University of Arizona, Tucson, Arizona, Art Education, multicultural emphasis, BFA

## PROFESSIONAL MERIT & CERTIFICATIONS

- Elected Chair RAIN, Rainbow Alliance and Inclusion Network, Olympia, WA 2017-2019
- Certified Diversity Executive, Institute for Diversity Certification, Olympia, WA, 2018
- Certified Diversity Professional, Institute for Diversity Certification, Olympia, WA, 2016
- Certified Lean Six-Sigma Practitioner; DSHS, Olympia, WA 2014
- Master Trainer, NASW Moving the Margins: Child Welfare for GLBTQ Youth, Seattle WA, 2009
- Chairwoman, YWCA Women's Leadership Program, Tucson, AZ

# MARIANNE KATHLEEN OZMUN-WELLS

[REDACTED], Olympia, Washington 98501

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- Master Trainer, NASW Moving the Margins: Child Welfare for GLBTQ Youth, Seattle WA, 2009
- Chairwoman, YWCA Women's Leadership Program, Tucson, AZ



Thursday, January 13, 2022

## City of Olympia Social Justice and Equity Commission Application

Advisory committees are a structured way for community members to share their opinions and points of view, study issues, and develop recommendations in a focused small group to the Olympia City Council.

Commissioners will be tasked with aligning the Commission work plan to elevate the voices, perspectives, and needs of marginalized community members; mediation and investigation of discrimination and harassment complaints; studying issues; hearing public testimony; independent research; and reviewing staff reports and recommendations. The Commission will also prepare, discuss, put together and forward well-developed recommendations to the City Council.

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For questions, please contact Susan Grisham, Assistant to the City Manager, 360.753.8244, [sgrisham@ci.olympia.wa.us](mailto:sgrisham@ci.olympia.wa.us)

**Name**

Omar Santana-Gomez

**Appointment to the Commission requires living or working within Olympia City limits. Do you:**

Live in Olympia

Work in Olympia

**Email Address**

[Redacted]

**Home Address**

[Redacted]

**Work Address**

[Redacted]

**Select the neighborhood where you live or work (whichever is applicable):**

Other

**If you choose other please write in the neighborhood here:**

City limits, apartment complex near mall



View a larger, zoomable map here:

[https://www.olympiawa.gov/community/neighborhood\\_associations/index.php](https://www.olympiawa.gov/community/neighborhood_associations/index.php)

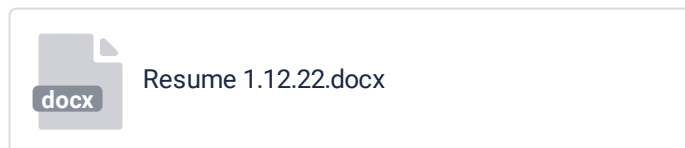
**Primary Phone Number**



## Interests & Experiences

Please keep answers concise and informative. You are introducing yourself to the Olympia City Council and sharing with them why you are interested in being considered for appointment. You may attach a resume.

**Attach a Resume**



### **Why are you interested in serving on the Social Justice and Equity Commission?**

I am interested in serving on the Social Justice and Equity Commission because the purpose of the Commission not only aligns with the current work I do for the WA DOH it also aligns with me on a personal level. The work to eliminate racism not only in Olympia but throughout Washington is the job of everyone. We all have a part to play, whether it is actively calling out systems of oppression and working to tear them down or benefitting from these systems and enabling them to persist. While it is difficult to work within these systems that were created by people that did not have my interests in mind it is a necessity to break them down. I work everyday in an attempt to dismantle systems of oppression while at the same time surrounded by people who reinforce them. It is exhausting, but necessary. I do this work hopelessly optimistic that things will continue to get better.

### **What is your understanding of, or experience in, issues related to social justice, human rights, racial and/or other forms of discrimination?**

My current work is dealing with systems change within the healthcare system. The systems around us are inherently racist, sexist, homophobic. They were built by and for largely by white cis men so within that framework it is hard for diversity, equity, and inclusion to exist. I see social justice and the ongoing fight for human rights as the tool to combat the oppression that is deeply engrained in our society. Before the joining the Department of Health I was within the Washington State LGBTQ Commission as a project manager. Our focus was on bettering the lives of LGBTQ Washingtonians. My work included advocating for or against legislation, working to build connections between state entities and outside community organization and letting LGBTQ members of our communities know what their rights are. An important aspect of doing this work is knowing that we all hold multiple identities that in turn guide us through society. Some identities come with privilege while others can work against us. Understanding the intersectionality of our identities is important because we need to be able to understand when we need to take up space and when we need to back up and elevate voices that are not being heard.

### **What lived experiences or skill sets would you bring to the Commission?**

As a queer person of color I feel I bring a lived experience that can offer a different lens to the work the Commission will be doing. While I understand we have procedures and bureaucracy to follow I try and push as much as I can get away with for innovative and creative solutions to problems. I have a history of work that has touched on a array of different communities and organizations. I have worked as an advocate for survivors of domestic violence, for the State as an advocate for LGBTQ Washingtonians, and currently to better healthcare access to historically underserved communities. With the experience and leadership experience I bring I also love working collaboratively in a team and am always up for learning.

### **Describe a time when you experienced a personal bias and how you worked through that bias; or describe a time when you worked with someone with different viewpoints than yours and how you worked through those differences?**

I will describe working with someone with different viewpoints. I feel that working for a state agency I work with a lot of people with different viewpoints than myself. Doing equity work at the state I have learned that while on paper we strive for DEI, we aim for having a diverse workforce; that isn't the case beyond written statements. We talk a big game but being surrounded by mainly white cis folks at work, I and even they will say how we lack diversity in our workforce. As the DEI head for my division I am running into plenty of people who have differing viewpoints. The way I am working through differences is meeting people where they are. One of the unfortunate side effects of privilege is being unaware of things that don't affect you. Patience and understanding of where someone is coming from is so important to working through differences. There does need to be a shared understanding of open mindedness so we can grow and learn from each other, if we can agree on that then there is hope for change. That is generally my approach.

### **Describe what a "just and equitable Olympia for all people" looks or feels like to you and how would you include all marginalized people into this vision.**

When talking about change within a big system, such as Olympia as a whole it is important to not leave people out of the conversation. When we put on townhalls or create committees for example, it is easy to go to our usual connections and list serves to reach organizations that have the capacity to join in the work. We need to begin to break down these usual ways of doing things and actively include people from marginalized communities. One big piece that we are talking about in my current position is how to equitably include these communities in our work. The idea right now is making sure we are able to compensate or reimburse people for their time and energy. When we say we want to include marginalized communities we need to take into account that these communities will need additional resources to participate. Taking into account, not everyone works a 8-5 job, not everyone can take time off of work, taking into account childcare needs. This is to say that including these communities involves more effort than just inviting them. It is when we include these voices that have historically been left out of conversations that we can work towards an Olympia that is just and equitable for all people.

### **Appointment to the Commission will require your attendance at evening meetings, and other types of work (reading, meeting preparation etc.). How many hours per month are you willing to commit as a volunteer?**

I could commit anywhere from 3-6 hours per Month. Depending on commitments for the position I could do more.

## **Thank you for your interest in serving on a the City of Olympia Social Justice and Equity Commission!**

OMAR SANTANA



## **SKILLS AND QUALIFICATIONS**

- Experience as a project grant manager, able to manage concurrent projects independently.
- Experience Managing and Supervising personnel and overseeing project implementation and completion
- Highly organized and able to both work independently and in group settings successfully.
- Combined four years of experience providing services to Domestic Violence Survivors and their families. Comfortable with conflict and confrontation and able to diffuse situations diplomatically.
- Over five years of experience working with underserved populations, both in direct service advocacy and systems changes such as legislative work and agency rule making.
- Experience leading and implementing programs to educate groups about disparities in marginalized communities such as the LGBTQ and non-English speaking communities.
- Excel in developing strong connections and partnerships with a wide variety of organizations and agencies.
- Strong written and verbal communication skills developed through previous classes and trainings, native Spanish speaker.

## **EDUCATION**

- Saint Martin's University, Lacey, WA Bachelor of Arts Degree in Psychology and Cultural Anthropology Graduated May 2015
- Centralia College, Centralia, WA Associates of Arts Degree Graduated June 2012

## **EXPERIENCE**

October 2021 – Present: Equity and Social Justice Manager, Washington State Department of Health

- Program management
- Building and Delivering DEI related trainings agency wide
- Strategic planning around addressing root causes of systemic inequities and social determinants of health
- Assist in a wide variety of Division led projects to provide equity lens on the work already being done
- Working with Division, Agency, and HR leadership on best practices around hiring with DEI in mind
- Continually building relationships throughout the agency in an effort to collaborate on meaningful/sustainable DEI initiatives
- Data collection and review to guide DEI work



December 2019 – September 2021: Program Manager, LGBTQ Commission

- Maintaining commission social media presence
- Scheduling meetings with other state agency's or outside stake holders
- Manage and Coordinate Commission Interns
- Organizing commission meetings/town halls
- Subject matter expert to other state agencies in the area of LGBTQ issues.
- Conduct legislative research to advance laws to protect LGBTQ community
- Connect State agencies with trainings in the areas of LGBTQ competency
- Represent the Commission and Director at events and stakeholder meetings

May 2016 - February 2018: Domestic Violence Case and Resource Specialist

- Monitor compliance of respondents in domestic violence cases with court ordered treatment.
- Act as a liaison between parties and service providers, and other community providers in domestic violence cases.
- Conduct required orientation sessions with parties in cases involving children.
- Advise court officials and staff on domestic violence trainings and secure funding.
- Manages domestic violence grant funds in accordance with grant requirements.
- Attend regular meetings of community partners involved in domestic violence cases as a representative of the court.
- Maintains contact with national technical assistance providers to ensure best practices in the area of domestic violence.
- Manage multiple projects involving court policies, and community organizations

March 2015 - May 2016 Legal Advocacy Specialist, SafePlace

- Direct advocacy services to survivors of domestic violence and sexual assault
- Train SafePlace personnel and volunteers on how to best provide legal advocacy
- Coordinate with Thurston County Volunteer Legal Services to organize attorney-client



Friday, January 14, 2022

## City of Olympia Social Justice and Equity Commission Application

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Commissioners will be tasked with aligning the Commission work plan to elevate the voices, perspectives, and needs of marginalized community members; mediation and investigation of discrimination and harassment complaints; studying issues; hearing public testimony; independent research; and reviewing staff reports and recommendations. The Commission will also prepare, discuss, put together and forward well-developed recommendations to the City Council.

Appointment to the Commission requires living or working within Olympia City limits.

The City of Olympia values participation from all perspectives and life experiences and looks for equity and inclusion in advisory commission appointments. The Olympia City Council's General Government Committee recommends appointments to the full Council. Recommendations are made following review of applications and interviews of qualified candidates.

To reduce barriers to community member participation the City offers stipends of \$25 per meeting attended to advisory commission members. Members who certify as low income are eligible to receive stipends of \$50 per meeting attended. Advisory commission members may waive the stipend upon request.

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. The City can provide reasonable accommodation for anyone who needs it to participate fully in the commission.

For questions, please contact Susan Grisham, Assistant to the City Manager, 360.753.8244, [sgrisham@ci.olympia.wa.us](mailto:sgrisham@ci.olympia.wa.us)

**Name**

Eyota Wak'ishwit

**Appointment to the Commission requires living or working within Olympia City limits. Do you:**

Live in Olympia

Work in Olympia

**Email Address**

[REDACTED]

**Home Address**

[REDACTED]

**Work Address**

[REDACTED]

**Select the neighborhood where you live or work (whichever is applicable):**

South Capitol



View a larger, zoomable map here:

[https://www.olympiawa.gov/community/neighborhood\\_associations/index.php](https://www.olympiawa.gov/community/neighborhood_associations/index.php)

**Primary Phone Number**



## Interests & Experiences

Please keep answers concise and informative. You are introducing yourself to the Olympia City Council and sharing with them why you are interested in being considered for appointment. You may attach a resume.

### **Why are you interested in serving on the Social Justice and Equity Commission?**

I'm interested in serving on the Social Justice and Equity Commission because I've lived alongside and worked with many vulnerable people within the Olympia community. I've seen areas wherein the city has failed miserably, and I feel I could bring valuable insight to the table.

### **What is your understanding of, or experience in, issues related to social justice, human rights, racial and/or other forms of discrimination?**

My understanding of social justice is rooted in my experiences living in and around Olympia. I worked with Heartspark Press while the org was still active, advocating for the rights and well-being of trans women and trans feminine people. I have also worked for Pizza Klatch and have seen leadership change due to unjust discrimination and behavior on behalf of the old administration. I saw racism take place in my evergreen classes when I attended, and I've seen it play out in the streets of Olympia as well.

### **What lived experiences or skill sets would you bring to the Commission?**

In addition to my skillset as a facilitator and advocate that I've developed while working with Pizza Klatch, I'd be bringing my lived experiences as a neurodivergent trans woman of mixed race who grew up in poverty.

### **Describe a time when you experienced a personal bias and how you worked through that bias; or describe a time when you worked with someone with different viewpoints than yours and how you worked through those differences?**

There was a time when anti-Blackness was being discussed, and I agreed with someone that something was anti-Black. My friend at the time, who is Black, told me that I had overstepped by asserting an opinion on a conversation/topic that ultimately did not affect me. I acknowledged this, and I apologized directly to my friend in person.

### **Describe what a "just and equitable Olympia for all people" looks or feels like to you and how would you include all marginalized people into this vision.**

A just and equitable Olympia for all people would look like the dismantling of state power, and communities would come together to support one another through growing food, mutual aid, and skill sharing. Disabled people would be given as much assistance as needed through a rotating roster of

community members. Indigenous Peoples would have food sovereignty, and no development would occur without first consulting with them. All marginalized people would be free to live in peace, and would be valued in the communities they belong to not because of their ability to be productive, but because they are alive and have their own experiences to bring to the table.

**Appointment to the Commission will require your attendance at evening meetings, and other types of work (reading, meeting preparation etc.). How many hours per month are you willing to commit as a volunteer?**

I'm willing to commit at least 6 hours a month as a volunteer.

**Thank you for your interest in serving on a the City of Olympia Social Justice and Equity Commission!**



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**Name \***

First Name

Last Name

**Appointment to the Commission requires living or working within Olympia City limits.  
you: \***

Live in Olympia

Work in Olympia

**Do**

**Email Address \***

example@example.com

**Home Address**

Street Address

Street Address Line 2

City

State / Province

Postal / Zip Code

**Work Address**

Street Address

Street Address Line 2

City

State / Province

Postal / Zip Code

**Select the neighborhood where you live or work (whichever is applicable):**

**If you choose other please write in the neighborhood here:**

View a larger, zoomable map here:

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**Primary Phone Number \***

Please enter a valid phone number.

### Alternate Phone Number

Please enter a valid phone number.

## Interests & Experiences

Please keep answers concise and informative. You are introducing yourself to the Olympia City Council and sharing with them why you are interested in being considered for appointment. You may attach a resume.

### Why are you interested in serving on the Social Justice and Equity Commission? \*

To make a difference within city policy affecting individuals who need voices for equity based on life experience as a person from the disability community. Having served statewide working on ADA issues and as a past board member of the Washington State School for the Blind in Vancouver, WA. As well my active role in Olympia as an advocate and community volunteer, I have a perspective of my own experience and those that seldom come forward on their own to let their voice known.

### What is your understanding of, or experience in, issues related to social justice, human rights, racial and/or other forms of discrimination? \*

As a advocate, a disabled citizen, having been homeless in my youth and serving our community I have developed a clear understanding of those of us who have not had a voice of inclusion at the table to influence policy. My lifes experience has afforded me the skills to bring the voice for equity and inclusion.

### What lived experiences or skill sets would you bring to the Commission? \*

As a blind person, having been low income, serving the public through paid and volunteer work, supporting the voices of persons who are living the life as a disabled person. I have gained the trust and respect for hearing from different perspectives, and have not just pushed my agenda but the agenda of others like me.

**Describe a time when you experienced a personal bias and how you worked through that bias; or describe a time when you worked with someone with different viewpoints than yours and how you worked through those differences? \***

When working with difference, I have chosen to ask questions and not only listen to them, I truly heard them to gain the perspective that the person had. As a Blind person living in a world where most depend on vision, I spend a great deal of time educating and convincing persons that I have the capabilities to do the same tasks that they are capable of completing.

**Describe what a "just and equitable Olympia for all people" looks or feels like to you and how would you include all marginalized people into this vision. \***

If this Commission looks like the community through the appointment process the conversation can begin. My idea is to have a city that respects, encourages, and puts into policy and actions that will bring us together as one community addressing the cost of housing, the ability to walk through the community as the same as those who drive, making sure our neighborhoods are not divided by class or the cost of living. Wherever a person chooses to live in Olympia housing, transportation, the ability to access sidewalks are rights, not luxuries.

**Appointment to the Commission will require your attendance at evening meetings, and other types of work (reading, meeting preparation etc.). How many hours per month are you willing to commit as a volunteer? \***

Around eight to ten hours per month.

**Thank you for your interest in serving on a the City of Olympia Social Justice and Equity Commission!**

Submit