



## Meeting Agenda

### City Council

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

Tuesday, January 27, 2026

6:00 PM

Council Chambers, Online and Via  
Phone

Register to Attend:

[https://us02web.zoom.us/webinar/register/WN\\_FnxjevgSSG90FVBdvqqPQ](https://us02web.zoom.us/webinar/register/WN_FnxjevgSSG90FVBdvqqPQ)

#### 1. ROLL CALL

#### 1.A ANNOUNCEMENTS

#### 1.B APPROVAL OF AGENDA

#### 1.C CONSIDERATION OF A RESOLUTION EXPRESSING COUNCIL SUPPORT OLYMPIA SCHOOL DISTRICT No. 111 Proposition No. 1 - Technology and Capital Projects Replacement Levy

\*\*\*\*THE PUBLIC WILL BE GIVEN AN OPPORTUNITY TO SPEAK AT THIS  
TIME  
FOR OR AGAINST THIS LEVY\*\*\*\*

26-0077 Consideration of a Resolution Expressing City Council Support for  
Olympia School District No. 111 Proposition No. 1 - Technology and  
Capital Projects Replacement Levy

Attachments: [Resolution](#)

[OSD Informational Flyer](#)

#### SPECIAL RECOGNITION - None

#### 3. PUBLIC COMMENT

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

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

*Individual comments are limited to two (2) minutes or less. In order to hear as many people as possible during the 30-minutes set aside for Public Communication, the City Council will refrain from commenting on individual remarks until all public comment has been taken. The City Council will allow for additional public comment to be taken at the end of the meeting for those who signed up at the beginning of the*

meeting and did not get an opportunity to speak during the allotted 30-minutes.

## COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

### 4. CONSENT CALENDAR

*(Items of a Routine Nature)*

4.A [26-0085](#) Approval of January 13, 2026 Olympia City Council Meeting Minutes  
*Attachments:* [Minutes](#)

4.B [26-0083](#) Approval of the 2026 Council Meeting Calendar and Committee Assignments  
*Attachments:* [2026 Council Calendar](#)  
[2026 Committee and Interjurisdictional Assignments](#)

4.C [26-0073](#) Approval of a Resolution Authorizing a Grant Agreement with the Washington State Department of Ecology for Stormwater Permit Compliance  
*Attachments:* [Resolution](#)  
[Grant Agreement](#)

4.E [26-0082](#) Approval of a Resolution Authorizing a Grant Agreement with the Washington State Department of Ecology for the Puget Sound National Estuary Program Stormwater Strategic Initiative Lead for a Peak Flow Reduction Project  
*Attachments:* [Resolution](#)  
[Agreement](#)  
[FederalFunding Accountability and Transparency Act Form](#)

4.D [26-0081](#) Approval of a Resolution Authorizing Agreements With Forma Construction Company and Saybr Contractors Inc. for Job Order Contracting Services  
*Attachments:* [Resolution](#)  
[FORMA Construction Company, JOC Contract](#)  
[Saybr Contractors, Inc., JOC Contract](#)

### 4. SECOND READINGS (Ordinances)

4.F [26-0015](#) Approval of an Ordinance Amending Olympia Municipal Code Related to Development Code Updates to Support Urban Agriculture  
*Attachments:* [Ordinance - Second Reading](#)  
[Ordinance - First Reading](#)  
[Planning Commission Letter](#)  
[Olympia Farmland Workgroup Policy Recommendations](#)  
[Urban Farm Park 2024 Feasibility Study Report](#)

[Presentation](#)**4. FIRST READINGS (Ordinances)**

4.G [26-0072](#) Approval of an Ordinance to Vacate an Alley Right-of-Way South of Legion Way, between Adams and Jefferson Street

*Attachments:* [Ordinance](#)

[Vicinity Map](#)

**5. PUBLIC HEARING - None****6. OTHER BUSINESS**

6.A [26-0060](#) Approval of Park Names for the Properties known as "The Olympia Armory", "Yelm Highway Community Park" and "Kaiser Woods Park"

*Attachments:* [Suggested Park Names- Armory](#)

[Suggested Park Names- Yelm Highway Park](#)

[Suggested Park Names- Kaiser Woods](#)

**7. CONTINUED PUBLIC COMMENT**

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

**8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS****9. CITY MANAGER'S REPORT AND REFERRALS****10. ADJOURNMENT**

*The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please contact the Assistant to the City Manager at 360.753.8441 at least 48 hours in advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.*



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

## City Council

### Consideration of a Resolution Expressing City Council Support for Olympia School District No. 111 Proposition No. 1 - Technology and Capital Projects Replacement Levy

**Agenda Date:** 1/27/2026  
**Agenda Item Number:**  
**File Number:** 26-0077

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**Type:** resolution **Version:** 1 **Status:** Public Hearing

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**Title**

Consideration of a Resolution Expressing City Council Support for Olympia School District No. 111 Proposition No. 1 - Technology and Capital Projects Replacement Levy

**Recommended Action**

**Committee Recommendation:**

Not referred to a committee.

**City Manager Recommendation:**

Accept public testimony from everyone who wishes to speak for or against the Levy.

*Motion if Council wishes support the Levy:* Move to Adopt the Resolution Expressing City Council Support for the Olympia School District No. 111 Proposition No. 1 - Technology and Capital Projects Replacement Levy

*No action is needed if Council does not wish to adopt the Resolution.*

**Report**

**Issue:**

Whether the City Council should adopt the resolution expressing City Council's collective decision to support the Olympia School District No. 111 Proposition No. 1 - Technology and Capital Projects Replacement Levy.

**Staff Contact:**

Susan Grisham, Assistant to the City Manager - 360.753.8244

**Background and Analysis:**

The City Council has been asked to adopt a Resolution expressing its collective decision to support the Olympia School District No. 111 Proposition No. 1 - Technology and Capital Projects Replacement Levy.

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**Type:** resolution **Version:** 1 **Status:** Public Hearing

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Pursuant to RCW 42.17A.555(1), any action taken by the Council to express its collective decision to support or oppose a ballot proposition must be done at an open public meeting with an opportunity for anyone to comment prior to Council action in support or opposition to the ballot measure.

**Options:**

1. Approve the Resolution as presented.
2. Direct staff to make changes to the Resolution based on Council feedback.
3. Do not take any action.

**Attachments:**

Resolution

OSD Informational Flyer - Proposition No. 1

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
EXPRESSING COUNCIL'S COLLECTIVE DECISION TO SUPPORT OLYMPIA SCHOOL DISTRICT  
NO. 111 - PROPOSITION NO. 1, TECHNOLOGY AND CAPITAL PROJECTS REPLACEMENT  
LEVY, TO BE PRESENTED TO THE ELECTORATE ON FEBRUARY 10, 2026**

**WHEREAS**, Olympia School District No. 111 - Proposition No. 1 will be presented to the voters at a special election on February 10, 2026, with the following official Ballot title:

PROPOSITION NO. 1

OLYMPIA SCHOOL DISTRICT NO. 111

TECHNOLOGY AND CAPITAL PROJECTS REPLACEMENT LEVY

The Board of Directors of Olympia School District No. 111 adopted Resolution No. 678 concerning a replacement technology and capital projects levy. This proposition authorizes the District to continue modernizing District facilities by acquiring, developing, installing, and implementing computer technology systems, projects for operations and instruction, and other capital project expenditures to improve safety, and authorizes the following excess levies for such purposes on all taxable property within the District:

Collection Years	Approximate Levy Rate/\$1,000 Assessed Value	Levy Amount
2027	\$0.96	\$16,703,000
2028	\$0.96	\$17,676,000
2029	\$0.96	\$18,707,000
2030	\$0.97	\$19,901,000

all as provided in Resolution No., 678.

Should this proposition be approved?

Yes  
 No

and

**WHEREAS**, this levy would authorize the Olympia School District to continue modernizing District facilities by acquiring, developing, installing and implementing computer technology systems, projects for operations and instruction and fund other capital project expenditures to improve facilities districtwide; and

**WHEREAS**, the proposed replacement levy is not a new tax; it would re-authorize the Olympia School District's existing technology and capital projects levy, which expires in 2026; and

**WHEREAS**, the City Council recognizes that the Olympia School District No. 111, in partnership with staff, families, and community, provides challenging opportunities for all students to be successful and become responsible and contributing citizens in our community; and

**WHEREAS**, public education is a critical cornerstone of building a sense of community and maintaining a high quality of life in Olympia, as well as preparing the next generation to be responsible citizens; and

**WHEREAS**, the Olympia School District has shown responsible management and strong leadership in the use of public funds; and

**WHEREAS**, the City Council believes this levy is important to maintaining the high quality of education in the Olympia School District; and

**WHEREAS**, in accordance with RCW 42.17.555(1), the City Council afforded an approximately equal opportunity for members of the board, Council, or members of the public to make statements or comments for the expression of an opposing view;

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE** that it supports the Olympia School District No. 111 Proposition No. 1 - Technology and Capital Projects Replacement Levy, to be presented to the electorate on February 10, 2026.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY



## Technology, Safety & Facility Improvement Replacement Levy

### School Board Approves Replacement Levy Election

The Olympia School Board unanimously agreed to place a Technology, Safety and Facility Improvement Replacement Levy proposal before voters on the February 10, 2026, Special Election ballot. **The proposed replacement levy is not a new tax.** It would replace an expiring four-year technology and safety levy approved by voters in February 2022. **The levy would raise an estimated \$72.9 million over a four-year period (2027-2030).**

"The Technology, Safety and Facility Improvement Replacement Levy reflects our community's ongoing commitment to student success and well-being," said School Board Director Scott Clifthorne. "It ensures that every school has up-to-date technology, safe and welcoming spaces and the resources needed for high-quality learning."

### Proposed Technology and Safety Initiatives:

The replacement levy would fund new and continued technology, safety and facility improvement initiatives, including:

- **Touchscreen mobile computer devices:** Replacement touchscreen devices to support flexible learning for students and staff.
- **Classroom audio systems:** Upgraded classroom audio systems featuring a built-in help button that allows teachers to call the office for assistance quickly.
- **Ingersoll Stadium improvements:** Updates to make Ingersoll Stadium safer and more energy efficient for our students, staff and community.
- **Safety Sensors installed in secondary schools:** Sensors to keep schools safe by providing real-time alerts when needed.
- **Chromebook carts:** Next-generation Chromebook carts to help students more easily access technology for learning.
- **Classroom display systems:** Updated classroom displays to make lessons dynamic and accessible in every classroom.
- **Replacement IPVS Cameras:** Modern security cameras in elementary schools, matching secondary school systems to enhance student and staff safety.

# How Much Will The Levy Cost?

The projected tax rate for the Technology, Safety and Facility Improvement replacement levy over the next four years depends on the final dollar amount of assessed property value within the school district.

These estimated rates represent a slight increase compared to the Technology and Safety Levy approved by voters for 2023-2026, which estimated tax rates to be between \$0.90 and \$0.98 per \$1,000 of assessed valuation. Every \$0.01 change in property tax on a house assessed at \$550,000 results in approximately \$5.50 per year in additional tax.

Historically, Olympia School District has aimed to keep total OSD tax collections under \$5 per \$1,000 of assessed property value. While the tax rate associated with the new Technology, Safety and Facility Improvement Replacement Levy would be slightly higher, the combined estimated district tax rate from all voter-approved levies and bonds would remain in that historical target.

*Based on current information, the estimated tax rate per \$1,000 of assessed valuation would be:*

Year	Estimated Rate (per \$1,000 Value)	Levy Amount
2027	\$.96	\$16,703,000
2028	\$.96	\$17,676,000
2029	\$.96	\$18,707,000
2030	\$.97	\$19,901,000
		\$72.9 Million

## Frequently Asked Questions:

### How do I register to vote?

There are several ways to register to vote, including online, by mail or in person. View voter registration deadlines for the February 10, 2026, Special Election on the [Thurston County Elections Division website](#).

### Is this a new tax?

No, the proposed replacement levy is not a new tax. The measure on the February 2026 ballot would replace an expiring four-year Technology and Safety Levy approved by Olympia School District voters in February 2022.



### How many votes are required by state law to pass a school levy?

School levies require a majority vote — 50 percent plus one, to pass.

### Where can I get more information about the school districts proposed Technology and Safety Replacement Levy?

Specific details about the ballot measure are available on the district website. In addition to this Frequently Asked Questions webpage, you may visit the Levy 2026 webpage for a summary of information and other related links to webpages that address Voter Registration and information about tax rate and cost. For additional information, contact the Olympia School District [Communications and Community Relations Department](#) at (360) 596-6103.

*You can also simply scan our accompanying QR code!*





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601 4th Avenue E.  
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360-753-8244

## City Council

### Approval of January 13, 2026 Olympia City Council Meeting Minutes

**Agenda Date:** 1/27/2026  
**Agenda Item Number:** 4.A  
**File Number:** 26-0085

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

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**Title**

Approval of January 13, 2026 Olympia City Council Meeting Minutes



# Meeting Minutes

## City Council

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

Tuesday, January 13, 2026

6:00 PM

Council Chambers, Online and Via  
Phone

Register to Attend:

[https://us02web.zoom.us/webinar/register/WN\\_YYXUa4RcQLm7M4E7GyCmFQ](https://us02web.zoom.us/webinar/register/WN_YYXUa4RcQLm7M4E7GyCmFQ)

### 1. ROLL CALL

**Present:** 7 - Mayor Dontae Payne, Mayor Pro Tem Yên Huỳnh, Councilmember Dani Madrone, Councilmember Robert Vanderpool, Councilmember Clark Gilman, Councilmember Kelly Green and Councilmember Paul Berendt

### 1.A ANNOUNCEMENTS

### 1.B APPROVAL OF AGENDA

**The agenda was approved.**

### 2. SPECIAL RECOGNITION

**2.A 26-0018** Special Recognition - Proclamation Recognizing Dr. Martin Luther King Jr. Day

Councilmembers read a proclamation recognizing January 19, as Martin Luther King Jr. Day.

Community Engagement Leader from New Life Baptist Church Dr. Thelma Jackson and Community Design Manager Stephanie Cholmondeley shared words in honor of Dr. King.

**The recognition was received.**

**2.B 26-0007** Special Recognition - Proclamation Recognizing National Day of Racial Healing

Councilmembers read a proclamation recognizing January 20 as the Day of Racial Healing.

Regional Manager, Olympia and West Olympia Timberland Regional Library Victoria Harmon, Victoria Harmon, NAACP of Thurston County Vice President Talauna Reed, South Sound YMCA Program Director Zoe McRae spoke to the importance of the Day of Racial Healing.

Cultural and Belonging Manager Olivia Salazar de Breaux shared details regarding activities and art exhibits at City Hall and the Olympia Center that is ongoing through February 15. She also shared information regarding an event at the Olympia Center on January 17 featuring speakers and activities.

**The recognition was received.**

**2.C [26-0039](#)**

Special Recognition - Proclamation Recognizing Immigrant and Refugee Advocacy Day

Councilmembers read a proclamation recognizing Immigrant and Refugee Advocacy Day. Washington Immigrant Solidarity Campaign Manager Ernesto Olivia spoke regarding the significance of the proclamation.

**The recognition was received.**

**3. PUBLIC COMMENT**

The following people spoke: Christina McVeigh, Sarah Hawk, Terry Ballard, and Andrelyn Izquierdo.

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

**4. CONSENT CALENDAR**

**4.A [26-0040](#) Approval of January 6, 2026 Olympia City Council Meeting Minutes**

**The minutes were adopted.**

**4.B [26-0045](#) Approval of the 2026 City of Olympia State Legislative Agenda**

**The decision was adopted.**

**4.C [26-0034](#) Approval of a Resolution Authorizing a Lease Agreement Between the City of Olympia and Vantage Financial, LLC for Mobile Computer Terminals and Protection Warranty**

**The resolution was adopted.**

**4.D [26-0038](#) Approval of a Resolution Authorizing Application for the Recreation and Conservation Office Brian Abbott Fish Barrier Removal Board Grant for the Ellis Creek Fish Passage Design Project**

**The resolution was adopted.**

**Approval of the Consent Agenda**

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

**Aye:** 7 - Mayor Payne, Mayor Pro Tem Huỳnh, Councilmember Madrone, Councilmember Vanderpool, Councilmember Gilman, Councilmember Green and Councilmember Berendt

**4. SECOND READINGS (Ordinances) - None**

**4. FIRST READINGS (Ordinances) - None**

**5. PUBLIC HEARING - None**

**6. OTHER BUSINESS**

**6.A [26-0015](#)** Approval of an Ordinance Amending Olympia Municipal Code Related to Development Code Updates to Support Urban Agriculture

Associate Planner Casey Schaufler presented an overview of the ordinance to allow urban agriculture as a permissible use in additional zoning districts and clarifies that household pets are not considered as part of agricultural use.

An amendment to the proposed ordinance was made as follows, “No more than six pet animals, ~~and no more than three of any species~~, are permitted per dwelling unit.”

Councilmember Madrone suggested adding the subject of the amount of pet animals to the Land Use and Environment Committee work plan for future discussion.

Councilmembers asked clarifying questions.

**Councilmember Madrone moved, seconded by Councilmember Berendt, to approve on first reading, forward to second reading, an ordinance amending OMC Chapters 18.04 and 18.06 to update code on urban agriculture and slight modifications for household pets as recommended by staff and discussed by the City Council. The motion carried**

**7. CONTINUED PUBLIC COMMENT**

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

Councilmembers reported on meetings and events attended.

**8.A [26-0041](#)** Consider a Referral Regarding Introduction of a Diverse Family Structure Nondiscrimination Ordinance

**Councilmember Vanderpool moved, seconded by Mayor Pro Tem Huỳnh, to**

**approve a referral to introduce an ordinance regarding diverse family structure non-discrimination for City Council consideration based on available model legislation, with revisions informed by City Attorney review and public comment during the legislative process. The motion carried by the following vote:**

**Aye:** 7 - Mayor Payne, Mayor Pro Tem Huỳnh, Councilmember Madrone, Councilmember Vanderpool, Councilmember Gilman, Councilmember Green and Councilmember Berendt

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

City Manager Burney reported that last Friday was Law Enforcement Appreciation Day and thanked City law enforcement for their work.

## **10. ADJOURNMENT**

The meeting adjourned at 9:07 p.m.



City Hall  
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## City Council

### Approval of the 2026 Council Meeting Calendar and Committee Assignments

**Agenda Date:** 1/27/2026  
**Agenda Item Number:** 4.B  
**File Number:** 26-0083

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

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**Title**

Approval of the 2026 Council Meeting Calendar and Committee Assignments

**Recommended Action**

**Committee Recommendation:**

Not referred to a committee.

**City Manager Recommendation:**

Move to approve the 2026 Council Meeting Calendar and Committee assignments.

**Report**

**Issue:**

Whether to approve the 2026 Council Meeting Calendar and Committee assignments.

**Staff Contact:**

Susan Grisham, Assistant to the City Manager, 360.753.8441

**Presenter(s):**

None - Consent Calendar Item.

**Background and Analysis:**

At their 2026 Annual Retreat, Councilmembers reviewed and updated the Council Meeting Calendar and the Committee assignments for the year.

When possible, the City Council plans for a two-year, non-election-year cycle of committee and interjurisdictional assignments with room for off-year adjustments when needed.

The 2026 calendar and the full list of committee and interjurisdictional assignments is attached.

**Climate Analysis:**

The approval of the 2026 Council calendar and assignments does not have a direct effect on the climate, however several of the committee and interjurisdictional assignments contribute to the planning and work to address climate issues in our region.

**Equity Analysis:**

The approval of the 2026 Council calendar and assignments does not have a direct effect on equity, however several of the committee and interjurisdictional assignments contribute to the planning and work to address equity issues in our region.

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

Community members have an interest in the meetings of the City Council and their representation on committees.

**Financial Impact:**

There is no financial impact to related to this item.

**Options:**

1. Move to approve the 2026 Council Meeting Calendar and Committee assignments.
2. Move to approve the 2026 Council Meeting Calendar and Committee assignments with amendments.
3. Take other action.

**Attachments:**

2026 Council Calendar

2026 Committee and Interjurisdictional Assignments

# City Council Calendar

2026

January						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
S	M	T	W	T	F	S
			1	2	3	4
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
S	M	T	W	T	F	S
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
S	M	T	W	T	F	S
			1	2	3	4
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
S	M	T	W	T	F	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
S	M	T	W	T	F	S
			1	2	3	4
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## Retreat

January 9 & 10	New Years' Day, Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving and day after Thanksgiving, Christmas
June 27	

## No Council Meeting

January 20	February 17	March 31	April 7	May 26
September 8	September 29	October 20	December 22	December 29

## Special Events

February 10 – Special Election (still meeting)	April 28 – Special Election (still meeting)	August 3 – Special Meeting	August 4 – Primary Election (no meeting)	September 26 – October 3 Delegation to Kato, Japan	November 2 – Special Meeting	November 3 – General Election
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## Council Dinners – Last Meeting of the Month\*

January 27	February 24	March 24	April 28	May 19	June 23	July 28
August 25	September 22	October 27	November 24	December 15		

## **City Council Calendar — 2026**

### **January**

- Retreat: January 9–10
- No Council Meeting: January 20
- Council Dinner: January 27
- City Holiday(s): New Year's Day, Martin Luther King Day

### **February**

- No Council Meeting: February 17
- Special Event: February 10 – Special Election (still meeting)
- Study Session: February 10
- Council Dinner: February 24
- City Holiday(s): Presidents' Day

### **March**

- No Council Meeting: March 31
- Study Session: March 10
- Council Dinner: March 24

### **April**

- No Council Meeting: April 7
- Special Event: April 28 – Special Election (still meeting)
- Study Session: April 21
- Council Dinner: April 28

### **May**

- No Council Meeting: May 26
- Study Session: May 12
- Council Dinner: May 19
- City Holiday(s): Memorial Day

### **June**

- Retreat: June 27
- Study Session: June 9
- Council Dinner: June 23
- City Holiday(s): Juneteenth

### **July**

- Study Session: July 21
- Council Dinner: July 28
- City Holiday(s): Independence Day

### **August**

- Special Events:
  - August 3 – Special Meeting
  - August 4 – Primary Election (no meeting)
- Study Session: August 18
- Council Dinner: August 25

### **September**

- No Council Meetings: September 1, September 8, September 29
- Special Event: September 26 – October 3 – Delegation to Kato, Japan
- Study Session: September 22
- Council Dinner: September 22
- City Holiday(s): Labor Day

### **October**

- No Council Meeting: October 20
- Study Session: October 13
- Council Dinner: October 27

**November**

- Special Events:
  - November 2 – Special Meeting
  - November 3 – General Election
- Council Dinner: November 24
- City Holiday(s): Veterans' Day, Thanksgiving & Day After Thanksgiving

**December**

- No Council Meetings: December 22, December 29
- Study Session: December 1
- Council Dinner: December 15
- City Holiday(s): Christmas

## 2025 OLYMPIA CITY COUNCIL INTERGOVERNMENTAL AND OTHER ASSIGNMENTS

ASSIGNMENT	Delegate/Alternate	STAFF SUPPORT	MEETING SCHEDULE
Animal Services	Kelly Green/ Dani Madrone	Debbie Sullivan	2 <sup>nd</sup> Mon. at 5:30 pm
Communications Board (TCCOM911)	Paul Berendt	Shelby Parker	3 <sup>rd</sup> Mon. 1:00 pm
Economic Development Council	Yến Huỳnh/ Dani Madrone	Jennica Machado	4 <sup>th</sup> Weds. Noon
EMSC (Medic 1)	Paul Berendt/ Kelly Green	Matt Morris	4 <sup>th</sup> Thurs. 1:00 pm
Intercity Transit Authority Board	Robert Vanderpool/ Clark Gilman	Sophie Stimson	1 <sup>st</sup> & 3 <sup>rd</sup> Wed. 5:30 pm
JBLM Rep	Dontae Payne Tom Jameson	Jay Burney/ Susan Grisham	As Needed
Law & Justice Council	Dontae Payne/ Yến Huỳnh		3 <sup>rd</sup> Thurs. 4:00 pm every other month
LEOFF I Disability Board	Kelly Green/ Dani Madrone/ Dontae Payne (Alt)	Debbi Hufana	2 <sup>nd</sup> Mon. 5:00 pm
LOTT Board of Directors	Dani Madrone/ Kelly Green	Gary Franks	2 <sup>nd</sup> Wed. 6:30 pm
Olympic Region Clean Air Agency	Paul Berendt/ Clark Gilman	Tim Smith	2 <sup>nd</sup> Wed. 10:00 am
Opioid Abatement Advisory Council	Dontae Payne/ Clark Gilman	Jay Burney	Pending
Regional Housing Council	Robert Vanderpool/ Paul Berendt	Jacinda Steltjes	4 <sup>th</sup> Wed. 4:00 p.m.
Regional Transportation Policy Board (Subcommittee of TRPC)	Robert Vanderpool/ Clark Gilman	Sophie Stimson	2 <sup>nd</sup> Wed. 9:30 am
South Sound Military and Communities Partnership (SSMCP)	Dontae Payne	Jay Burney	As needed
Sea Level Rise Governance Committee	Paul Berendt/ Robert Vanderpool	Pamela Braff	Quarterly, 1 <sup>st</sup> Friday at Noon

ASSIGNMENT	Delegate/Alternate	STAFF SUPPORT	MEETING SCHEDULE
<b>Thurston County Board of Health</b>	Clark Gilman		2 <sup>nd</sup> Tues. 4:00 pm
<b>Thurston Climate Mitigation Collaborative</b>	Robert Vanderpool/ Dani Madrone		4 <sup>th</sup> Mon., Quarterly (for electeds)
<b>Thurston County Solid Waste Advisory Committee (SWAC)</b>	Paul Berendt	Ron Jones (2 <sup>nd</sup> Alt)	1 <sup>st</sup> Thurs. 11:00 am
<b>Thurston Regional Planning Council</b>	Dani Madrone/ Robert Vanderpool	Tim Smith	1 <sup>st</sup> Fri. 8:30 am
<b>Visitors and Convention Bureau</b>	Yến Huỳnh	Jennica Machado (alt)	3 <sup>rd</sup> Tues. 3:30 pm
<b>Coalition of Neighborhood Assns.</b>	Clark Gilman	Tim Smith	2 <sup>nd</sup> Mon. 6:30 pm
<b>Lodging Tax Advisory Committee</b>	Yến Huỳnh/ Kelly Green	Amelia Layton	June, Sept. /Oct.
<b>Mayors Forum</b>	Dontae Payne	Melissa McKee	1 <sup>st</sup> Fri. 12:00 pm

#### COUNCIL COMMITTEE ASSIGNMENTS

<b>Finance Committee</b>	Clark Gilman (Chair), Kelly Green, Robert Vanderpool	Mike Githens	3 <sup>rd</sup> Monday, 4:30 pm
<b>Community Livability &amp; Public Safety Committee</b>	Dani Madrone (Chair), Kelly Green, Yến Huỳnh	Debbie Sullivan	4 <sup>th</sup> Weds, 5:30 pm
<b>Land Use and Environment Committee</b>	Robert Vanderpool (Chair), Clark Gilman, Paul Berendt	Tim Smith	3 <sup>rd</sup> Thurs, 4:00 pm
<b>Tribal Relations</b>	Dontae Payne, Yến Huỳnh, Kelly Green	Jay Burney	As Needed
<b>Mayor Pro Tem</b>	Yến Huỳnh		



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

## City Council

### Approval of a Resolution Authorizing a Grant Agreement with the Washington State Department of Ecology for Stormwater Permit Compliance

**Agenda Date:** 1/27/2026  
**Agenda Item Number:** 4.C  
**File Number:** 26-0073

---

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

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**Title**

Approval of a Resolution Authorizing a Grant Agreement with the Washington State Department of Ecology for Stormwater Permit Compliance

**Recommended Action**

**Committee Recommendation:**

Not referred to a committee.

**City Manager Recommendation:**

Move to approve a Resolution authorizing a grant agreement with the Washington State Department of Ecology (DOE) for stormwater permit compliance.

**Report**

**Issue:**

Whether to approve a Resolution authorizing a grant agreement with the Washington State DOE for stormwater permit compliance.

**Staff Contact:**

Sue Barclift, Stormwater Program Coordinator, Public Works-Water Resources, 360.507.6112

**Presenter(s):**

None - Consent Calendar Item.

**Background and Analysis:**

The Washington State DOE administers federal Clean Water Act National Pollutant Discharge Elimination System (NPDES) municipal stormwater permits in Washington State. The intent of the permit is to restore and maintain the chemical, physical, and biological integrity of the nation's waters. NPDES permits require municipalities to manage stormwater runoff before it discharges to surface and groundwater.

The Capacity Grant is a non-competitive biannual grant awarded to all Phase I and Phase II

(NPDES) municipal permittees for activities and equipment necessary for permit implementation. The City of Olympia is a Phase II NPDES permittee.

Olympia is currently in compliance with its NPDES permit. However, with each permit cycle revision, stormwater requirements increase resulting in expanding current programs and adding new programs. Past Capacity Grant financial assistance has helped the City continuously remain in compliance with the permit.

Ecology set funding for the 2025-2027 Capacity Grant at \$120,000. The Storm and Surface Water Utility will use the grant consistent with the following eligible project expenses:

- Public education and outreach activities
- Illicit discharge detection and elimination program activities
- Runoff control program activities
- Operation and maintenance pollution prevention program activities
- Equipment purchases needed to implement a permit requirement

**Climate Analysis:**

The 2025-2027 Capacity Grant aids municipalities in meeting NPDES permit requirements. This grant will allow the City to meet and exceed requirements. Expanding current Storm and Surface Water Utility programs and implementing additional programs has the potential to reduce greenhouse gas emissions through planting native vegetation and trees and protecting and enhancing habitat.

**Equity Analysis:**

The 2025-2027 Capacity Grant benefits all Storm and Surface Water Utility rate payers by allowing the Utility to meet NPDES permit requirements and leverage its limited resources to expand and enhance current and new water quality stormwater programs. The NPDES permit also includes requirements for targeting public education and outreach, with specific emphasis on engaging overburdened populations.

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

Community members benefit from this grant through NPDES compliance that addresses erosion control, safeguards recreational water uses, and protects aquatic habitat and drinking water by minimizing the amount of contaminants that enter surface waters.

**Financial Impact:**

The grant will provide \$120,000 to the Storm and Surface Water Utility over a period of two years for NPDES permit compliance. This grant is a key funding source for stormwater compliance and supplements existing Utility funds for these programs. Since this is a non-competitive grant, no specific grant matching funds are required.

**Options:**

1. Move to approve a Resolution authorizing a grant for stormwater permit compliance. This will provide financial support for the Storm and Surface Water Utility to remain in compliance with the City's NPDES permit and to expand and enhance current and create new water quality stormwater programs.
2. Do not approve the Resolution authorizing the acceptance of a grant for stormwater permit

compliance. The Storm and Surface Water Utility will not receive the 2025-2027 Capacity Grant. Instead, an alternative source of funding may be needed to fund necessary programs required by the City's NPDES permit to off set the loss of the grant.

3. Take other action.

**Attachments:**

Resolution  
Grant Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA,  
WASHINGTON, APPROVING A GRANT AGREEMENT WITH THE  
DEPARTMENT OF ECOLOGY FOR STORMWATER PERMIT  
COMPLIANCE FINANCIAL SUPPORT**

**WHEREAS**, the Department of Ecology administers federal Clean Water Act National Pollutant Discharge Elimination System (NPDES) municipal stormwater permits in Washington State, and

**WHEREAS**, there are four municipal general permits that combine the federal Clean Water Act and the State of Washington Water Pollution Control Law (RCW 90.48), and

**WHEREAS**, the City of Olympia is responsible for compliance with the Western Washington Phase II Municipal Stormwater Permit, and

**WHEREAS**, NPDES permits require municipalities to manage stormwater runoff before it discharges to surface and groundwater, and

**WHEREAS**, the Storm and Surface Water Utility performs a lead role in coordinating permit and municipal stormwater related activities among City departments to ensure the City remains in compliance with its NPDES municipal stormwater permit, and

**WHEREAS**, the Washington State Department of Ecology has awarded the City of Olympia a \$120,000 2025-2027 Water Quality Stormwater Capacity Grant (2025-2027 Capacity Grant) to assist funding activities and equipment necessary for NPDES permit implementation; and

**WHEREAS**, accepting the 2025-2027 Capacity Grant will ensure the City remains in compliance with its NPDES municipal stormwater permit;

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

1. The Olympia City Council hereby approves the attached 2025-2027 Water Quality Stormwater Capacity Agreement between the Washington State Department of Ecology and the City of Olympia for NPDES financial support, and the terms and conditions contained therein.

2. The City Manager is directed and authorized to execute the 2025-2027 Water Quality Stormwater Capacity Agreement on behalf of the City of Olympia, and to make any minor modifications as may be required and are consistent with the intent of the attached agreement, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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SENIOR DEPUTY CITY ATTORNEY



## **Agreement No. WQSWCAP-2527-Olympi-00176**

### **WATER QUALITY STORMWATER CAPACITY AGREEMENT**

**BETWEEN**

**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF OLYMPIA**

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Olympia, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

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### **GENERAL INFORMATION**

Project Title:	2025-2027 Biennial Stormwater Capacity Grant
Total Cost:	\$120,000.00
Total Eligible Cost:	\$120,000.00
Ecology Share:	\$120,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2025
The Expiration Date of this Agreement is no later than:	03/31/2027
Project Type:	Capacity Grant

**Project Short Description:**

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

**Project Long Description:**

N/A

**Overall Goal:**

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

## RECIPIENT INFORMATION

Organization Name: City of Olympia

Federal Tax ID: 91-6001261  
UEI Number: YGAHKBHB8B43

Mailing Address: PO Box 1967  
Olympia, WA 98507

Physical Address: 601 4th Ave East  
Olympia, Washington 98501

Organization Email: [jburney@ci.olympia.wa.us](mailto:jburney@ci.olympia.wa.us)  
Organization Fax: (360) 709-2797

### Contacts

<b>Project Manager</b>	Sue Barclift Sr Program Specialist  601 4th Ave. E Olympia, Washington 98507 Email: <a href="mailto:sbarclif@ci.olympia.wa.us">sbarclif@ci.olympia.wa.us</a> Phone: (360) 570-3805
<b>Billing Contact</b>	Meegan Crossan Accountant  601 4th Ave East Olympia, Washington 98501 Email: <a href="mailto:mcrossan@ci.olympia.wa.us">mcrossan@ci.olympia.wa.us</a> Phone: (360) 753-8097
<b>Authorized Signatory</b>	Steven J Burney City Manager  601 4th Ave East Olympia, Washington 98501 Email: <a href="mailto:jburney@ci.olympia.wa.us">jburney@ci.olympia.wa.us</a> Phone: (360) 753-8097

Agreement No: WQSWCAP-2527-Olympi-00176

Project Title: 2025-2027 Biennial Stormwater Capacity Grant

Recipient Name: City of Olympia

## ECOLOGY INFORMATION

Mailing Address: Department of Ecology  
Water Quality  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Water Quality  
300 Desmond Drive SE  
Lacey, WA 98503

### Contacts

<b>Project Manager</b>	Kyle Graunke  PO Box 47600 Olympia, Washington 98504-7600 Email: <a href="mailto:kygr461@ecy.wa.gov">kygr461@ecy.wa.gov</a> Phone: (360) 628-3890
<b>Financial Manager</b>	Kyle Graunke  PO Box 47600 Olympia, Washington 98504-7600 Email: <a href="mailto:kygr461@ecy.wa.gov">kygr461@ecy.wa.gov</a> Phone: (360) 628-3890

Agreement No: WQSWCAP-2527-Olympi-00176

Project Title: 2025-2027 Biennial Stormwater Capacity Grant

Recipient Name: City of Olympia

**AUTHORIZING SIGNATURES**

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State  
Department of Ecology

City of Olympia

By:

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Jon Kenning, PhD  
Water Quality  
Program Manager  
  
Template Approved to Form by  
Attorney General's Office

Date

By:

---

Steven J Burney  
City Manager

Date

## SCOPE OF WORK

Task Number: 1 **Task Cost:** \$0.00

Task Title: Project Administration/Management

### Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

### Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

### Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- \* Properly maintained project documentation.

## Project Administration/Management

### Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

## SCOPE OF WORK

Task Number: 2 **Task Cost:** \$120,000.00

Task Title: Permit Implementation

### Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
  - a) Mapping of municipal separate storm sewer systems (MS4s).
  - b) Staff training.
  - c) Activities to identify and remove illicit stormwater discharges.
  - d) Field screening procedures.
  - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
  - a) Development of an ordinance and associated technical manual or update of applicable codes.
  - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
  - c) Training for plan review or inspection staff.
  - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
  - a) Inspecting and/or maintaining the MS4 infrastructure.
  - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
  - a) Inventory and inspection program.
  - b) Technical assistance and enforcement.
  - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or

improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

**Task Goal Statement:**

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

**Task Expected Outcome:**

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

**Permit Implementation**

**Deliverables**

Number	Description	Due Date
2.1	Documentation of tasks completed	

Agreement No: WQSWCAP-2527-Olympi-00176

Project Title: 2025-2027 Biennial Stormwater Capacity Grant

Recipient Name: City of Olympia

**BUDGET****Funding Distribution EG260235**

**NOTE:** The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: 2025-2027 Stormwater Capacity Grant

Funding Type: Grant

Funding Effective Date: 07/01/2025

Funding Expiration Date: 03/31/2027

Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)

Fund: FD

Type: State

Funding Source %: 100%

Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

2025-2027 Stormwater Capacity Grant	Task Total
Permit Implementation	\$ 120,000.00
	<b>Total: \$ 120,000.00</b>

## Funding Distribution Summary

### Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2025-2027 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 120,000.00	\$ 120,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 120,000.00</b>	<b>\$ 120,000.00</b>

## AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

## SPECIAL TERMS AND CONDITIONS

## GENERAL FEDERAL CONDITIONS

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

### A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

**B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:**

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in [www.sam.gov](http://www.sam.gov) <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov>.

**C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Agreement No: WQSWCAP-2527-Olympi-00176

Project Title: 2025-2027 Biennial Stormwater Capacity Grant

Recipient Name: City of Olympia

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

#### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

#### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

#### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

#### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- \* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

Agreement No: WQSWCAP-2527-Olympi-00176

Project Title: 2025-2027 Biennial Stormwater Capacity Grant

Recipient Name: City of Olympia

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

Agreement No: WQSWCAP-2527-Olympi-00176

Project Title: 2025-2027 Biennial Stormwater Capacity Grant

Recipient Name: City of Olympia

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

#### 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the

Agreement No: WQSWCAP-2527-Olympi-00176

Project Title: 2025-2027 Biennial Stormwater Capacity Grant

Recipient Name: City of Olympia

review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

Agreement No: WQSWCAP-2527-Olympi-00176

Project Title: 2025-2027 Biennial Stormwater Capacity Grant

Recipient Name: City of Olympia

## 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

## 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

## 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

## 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress

reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 22. RECORDS, AUDITS, AND INSPECTIONS

Agreement No: WQSWCAP-2527-Olympi-00176

Project Title: 2025-2027 Biennial Stormwater Capacity Grant

Recipient Name: City of Olympia

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

### 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT. RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

### 24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

### 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

### 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

## 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions.

ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

Agreement No: WQSWCAP-2527-Olympi-00176

Project Title: 2025-2027 Biennial Stormwater Capacity Grant

Recipient Name: City of Olympia

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

**29. THIRD PARTY BENEFICIARY**

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

**30. WAIVER**

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



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

## City Council

# Approval of a Resolution Authorizing a Grant Agreement with the Washington State Department of Ecology for the Puget Sound National Estuary Program Stormwater Strategic Initiative Lead for a Peak Flow Reduction Project

**Agenda Date:** 1/27/2026  
**Agenda Item Number:** 4.E  
**File Number:** 26-0082

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

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**Title**

Approval of a Resolution Authorizing a Grant Agreement with the Washington State Department of Ecology for the Puget Sound National Estuary Program Stormwater Strategic Initiative Lead for a Peak Flow Reduction Project

**Recommended Action**

**Committee Recommendation:**

Not referred to a committee.

**City Manager Recommendation:**

Move to approve a Resolution authorizing the City to execute a Puget Sound National Estuary Program Stormwater Strategic Initiative Lead grant agreement with the Washington State Department of Ecology for a Peak Flow Reduction Project and authorize the City Manager to sign the grant agreement.

**Report Issue:**

Whether to approve a Resolution authorizing the execution of a Puget Sound National Estuary Program Stormwater Strategic Initiative Lead grant to fund a Peak Flow Reduction Project and authorize the City Manager to sign the grant agreement.

**Staff Contact:**

James Patton, Senior Stormwater Engineer, Public Works Water Resources, 360.753.8749

**Presenter:**

None - Consent Calendar Item.

**Background and Analysis:**

Sea level rise and extreme precipitation events are contributing to flooding in downtown Olympia, impacting public health, transportation routes, and marine ecosystems.

In much of Olympia, combined sewers carry wastewater and stormwater to the Budd Inlet Treatment Plant. When extreme precipitation coincides with high tide events, combined sewer peak flows can increase substantially, resulting in localized backups into buildings and discharge of untreated or partially treated wastewater into Budd Inlet. Further increase in extreme precipitation and sea level rise will exacerbate these problems and may disrupt biological treatment processes. Continuous and reliable function of the Budd Inlet Treatment Plant is essential to maintaining critical services within the region, protecting nearshore marine habitats, and safeguarding public and environmental health.

The Stormwater Utility applied for and has been awarded a Puget Sound National Estuary Program Stormwater Strategic Initiative Lead grant in the amount of \$419,922, with no match required for the Combined Sewer Peak Flow Reduction Project. This Project will fund engineering, design, and feasibility studies aimed at separating parts of the combined sewer system to reduce peak flows into the Budd Inlet Treatment Plant, reduce downtown flooding, and improve stormwater treatment by integrating green stormwater infrastructure. The grant term is two years.

This Peak Flow Reduction Project is consistent with the Olympia Sea Level Rise Response Plan (2019), Storm and Surface Water Management Plan (2018) and Wastewater Utility Master Plan (2020).

#### **Climate Analysis:**

The Peak Flow Reduction Project will have significant short-term and long-term benefits to the resilience of local infrastructure. In the short-term, the feasibility assessments to separate portions of the combined sewer system and identify priority capital improvement projects will lay the groundwork for future grant applications and construction. Implementing the highest priority projects will reduce localized flooding during extreme precipitation events, high-tide events, and ongoing sea level rise. In the long term, the group of priority capital projects identified by this project will be critical in building system-wide resilience to the pressures of extreme precipitation and sea level rise facing Olympia. Selectively separating sewer lines in targeted neighborhoods will reduce the risk of backups in homes and businesses and prevent the Budd Inlet Treatment Plant from being overwhelmed by overland flooding and increased stormwater flows.

#### **Equity Analysis:**

Downtown Olympia is the cultural, business, and tourist center of Thurston County, as well as a center for affordable housing and social services. Increasing resiliency to sea level rise by separating portions of Olympia's combined sewer system to alleviate the risk of impacts to the Budd Inlet Treatment Plant benefits the entire community, including disadvantaged populations who live in the downtown area and/or rely on Downtown's social services.

The project area serves three census tracts identified by the Climate and Economic Justice Screening Tool as having low-income households, housing cost burdens and/or other at-risk factors. In total, these census tracts represent approximately 12 percent of the total population served by the Budd Inlet Treatment Plant. Residents in these areas face an increased risk of exposure to combined sewer backups and surcharges, posing potential public health concerns. This project will reduce those risks. Additionally, the project includes the analysis of green infrastructure options to manage the re-routed stormwater flows. Depending upon location, future green infrastructure investments could create new green spaces that enhance neighborhood aesthetics and provide community benefits, particularly for vulnerable populations

This work will also enhance habitat in the usual and accustomed area of the Squaxin Island Tribe.

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

Projects to address sea level rise and downtown flooding and to improve water quality, particularly those incorporating green stormwater infrastructure, have consistently received the support of the Utility Advisory Committee and the broader community.

**Financial Impact:**

The total cost for the two-year Combined Sewer Peak Flow Reduction Plan project is estimated to be revenue neutral, with costs of \$412,922 to be offset by the Puget Sound National Estuary Program Stormwater Strategic Initiative Lead grant.

**Options:**

1. Move to approve a Resolution authorizing the City to execute a Puget Sound National Estuary Program Stormwater Strategic Initiative Lead grant agreement with the Washington State Department of Ecology for a Peak Flow Reduction Project and authorize the City Manager to sign the grant agreement. This option provides financial assistance to fund engineering, design and feasibility studies aimed at separating parts of the combined sewer system to reduce peak flows into the Budd Inlet Treatment Plant.
2. Do not approve a Resolution authorizing the City to execute a Puget Sound National Estuary Program Stormwater Strategic Initiative Lead grant agreement with the Washington State Department of Ecology for a Peak Flow Reduction Project and do not authorize the City Manager to sign the grant agreement. The City will not receive financial assistance and will postpone work to develop a Combined Sewer Peak Flow Reduction Plan. The delay pushes back engineering, design and feasibility studies necessary to separate parts of the combined sewer system to reduce peak flows into the Budd Inlet Treatment Plant.
3. Take other action.

**Attachments:**

Resolution  
Agreement  
Federal Funding Accountability and Transparency Act Form

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING THE EXECUTION OF A PUGET SOUND NATIONAL ESTUARY PROGRAM STORMWATER STRATEGIC INITIATIVE LEAD GRANT AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR A PEAK FLOW REDUCTION PROJECT IN THE AMOUNT OF \$419,922; APPROVING THE TERMS OF THE DEPARTMENT OF ECOLOGY GRANT AGREEMENT, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN THE GRANT AGREEMENT ON BEHALF OF THE CITY OF OLYMPIA

**WHEREAS**, management plans prepared for the City of Olympia's Storm and Surface Water and Wastewater utilities and the Olympia Sea Level Rise Response Plan identify separating the combined sewer system as important to reducing peak flows into the Budd Inlet Treatment Plant, owned and operated by the LOTT Clean Water Alliance; and

**WHEREAS**, the Storm and Surface Water Utility applied for and has been awarded a National Estuary Program Stormwater Strategic Lead Grant to develop a Peak Flow Reduction Project; and

**WHEREAS**, the grant funding from the Department of Ecology in the amount of \$419,922, with no match required, will be deposited into the Storm and Surface Water CIP Fund 434; and

**WHEREAS**, per Olympia Municipal Code Section 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 receive the funds;

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

1. The Olympia City Council hereby approves the attached Puget Sound National Estuary Program Stormwater Strategic Initiative Lead Agreement between the Washington State Department of Ecology and the City of Olympia for the Peak Flow Reduction Project and the terms and conditions contained in the Agreement.
2. The City Manager is directed and authorized to execute the attached Puget Sound National Estuary Program Stormwater Strategic Initiative Lead Agreement on behalf of the City of Olympia, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, and to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

Michael M. Young  
SENIOR DEPUTY CITY ATTORNEY



## Agreement No. WQNEPSW-2025-Olympi-00035

### WATER QUALITY NEP STORMWATER STRATEGIC INITIATIVE 2.0 AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF OLYMPIA

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Olympia, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

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### GENERAL INFORMATION

Project Title:	Olympia Combined Sewer Flow Reduction Plan
Total Cost:	\$419,922.00
Total Eligible Cost:	\$419,922.00
Ecology Share:	\$419,922.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	03/01/2025
The Expiration Date of this Agreement is no later than:	09/30/2027
Project Type:	NEP Stormwater Strategic Initiative 2.0

#### Project Short Description:

The City of Olympia (RECIPIENT) will identify and prioritize water quality improvement projects that separate portions of the combined sewer system and integrate green infrastructure to reduce flooding in downtown Olympia. This project will aim to reduce future peak flows to the Budd Inlet Treatment Plant, which is the central wastewater treatment plant for the Lacey, Olympia, Tumwater, and Thurston County region.

#### Project Long Description:

Sea level rise and extreme precipitation are contributing to flooding in downtown Olympia, impacting public health, transportation routes, and marine ecosystems. Downtown Olympia is the region's economic and cultural hub and contains vital infrastructure, including the Budd Inlet Wastewater Treatment Plant (BITP), operated by the Lacey, Olympia, Tumwater, Thurston Clean Water Alliance (LOTT), which serves approximately 130,000 people. Downtown Olympia has the added challenge of having some of the highest tides in the US outside of Alaska.

In much of Olympia, combined sewers carry wastewater and stormwater to the BITP. When extreme precipitation coincides with high tides, the result has been high combined sewer peak flows, with consequent localized backups into buildings and discharge of untreated or partially treated wastewater into Budd Inlet. Currently, about 25 catch basins are routinely submerged during large coastal storms. Further increases in extreme precipitation and sea level rise will exacerbate those problems and may result in disruption of biological treatment processes. Continuous functioning of the BITP ensures critical service provision to the region, protects nearshore marine habitats, and safeguards public and environmental health.

The City of Olympia (RECIPIENT) will support climate resiliency by developing stormwater flow modeling to identify and prioritize future capital improvement projects to address the vulnerabilities in the existing combined sewer system. Once the model is created, the RECIPIENT will improve the accuracy of the hydraulic model through tests against actual responses to increased precipitation and high tide events.

The RECIPIENT will then use the model to identify capital improvement projects that maximize stormwater flow reduction. It is anticipated that many of these projects will create new stormwater outfalls which will also require stormwater treatment. Once identified, the RECIPIENT will create project sheets that will include a summary of preliminary designs, as needed, cost-benefit analyses, stormwater flow reduction, and potential community benefits. The RECIPIENT will then prioritize a final list of projects from these sheets, incorporating community and partner feedback.

Throughout the project the RECIPIENT will engage partner agencies and organizations, tribes, and community members. The RECIPIENT will host meetings at the onset of the project to provide feedback and guidance on the project design and create an agreed upon project charter. Once the capital improvement projects' sheets are complete, the RECIPIENT will host a minimum of two additional meetings to solicit feedback and guidance on community considerations and priorities in final project selection.

Out of the grant funding, the RECIPIENT will pay for modeling, concept-level design, preliminary cost estimation, and feasibility studies aimed at separating parts of the current system to reduce peak flows at the BITP, reduce downtown flooding, and provide stormwater treatment. The end products of this grant will be a report (including a model and flow monitoring data) and a public facing online story map. These end products will be a basis for future design and construction of the identified projects.

#### Overall Goal:

The City of Olympia (RECIPIENT) will identify and prioritize water quality improvement projects that separate portions of the combined sewer system and integrate green infrastructure to reduce flooding in downtown Olympia.

## RECIPIENT INFORMATION

Organization Name: City of Olympia

Federal Tax ID: 91-6001261  
UEI Number: YGAHKBHB8B43

Mailing Address: PO Box 1967  
Olympia, WA 98507

Physical Address: 601 4th Ave East  
Olympia, Washington 98501

Organization Email: [jburney@ci.olympia.wa.us](mailto:jburney@ci.olympia.wa.us)  
Organization Fax: (360) 709-2797

### Contacts

<b>Project Manager</b>	Steven Burney City Manager  601 4th Ave East Olympia, Washington 98501 Email: <a href="mailto:jburney@ci.olympia.wa.us">jburney@ci.olympia.wa.us</a> Phone: (360) 753-8097
<b>Billing Contact</b>	Steven Burney City Manager  601 4th Ave East Olympia, Washington 98501 Email: <a href="mailto:jburney@ci.olympia.wa.us">jburney@ci.olympia.wa.us</a> Phone: (360) 753-8097
<b>Authorized Signatory</b>	Steven J Burney City Manager  601 4th Ave East Olympia, Washington 98501 Email: <a href="mailto:jburney@ci.olympia.wa.us">jburney@ci.olympia.wa.us</a> Phone: (360) 753-8097

## ECOLOGY INFORMATION

Mailing Address: Department of Ecology  
Water Quality  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Water Quality  
300 Desmond Drive SE  
Lacey, WA 98503

### Contacts

<b>Project Manager</b>	Laura Redmond  PO Box 47600 Olympia, Washington 98504-7600 Email: Lred461@ecy.wa.gov Phone: (360) 995-3482
<b>Financial Manager</b>	Cheyenne Brown  4601 N Monroe Street Spokane, Washington 99205-1295 Email: CHEY461@ecy.wa.gov Phone: (509) 999-0682
<b>Technical Advisor</b>	Mark Melton Senior Stormwater Engineer  PO Box 47600 Olympia, Washington 98504-7600 Email: MMEL461@ecy.wa.gov Phone: (360) 701-5580

## AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State  
Department of Ecology

City of Olympia

By:

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Jon Kenning, PhD  
Water Quality  
Program Manager  
  
Template Approved to Form by  
Attorney General's Office

Date

By:

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Steven J Burney  
City Manager

Date

## SCOPE OF WORK

Task Number: 1 **Task Cost:** \$4,890.00

Task Title: Project Development

### Task Description:

#### 1.1 QUALITY ASSURANCE PROJECT PLAN (QAPP) DEVELOPMENT

Work related to data collection or analysis may not begin until the Quality Assurance Project Plan (QAPP) is approved by the Washington State Department of Ecology's National Estuary Program Quality Coordinator (NEP QC) or the NEP QC provides written documentation that a QAPP is not required.

Per EPA sub-award terms and conditions, for projects that involve the collection, production, evaluation, or use of environmental information, the RECIPIENT must submit a Quality Assurance Project Plan (QAPP) to the Washington State Department of Ecology's NEP Quality Coordinator (NEP QC) using EPA's NEP guidance for QAPPs. Project work should not begin until the Quality Assurance Project Plan (QAPP) has Quality Assurance approval. At contract start, the RECIPIENT must work with the NEP QC to ensure the project meets quality assurance requirements per the contract terms and conditions.

The RECIPIENT is also required to conduct and document an annual review of the approved QAPP with ECOLOGY for projects exceeding one year in duration. For any changes prior to the annual review, the RECIPIENT must contact the NEP QC to confirm required documentation. Changes may include but are not limited to new sampling sites, extended timeline, updated methods, and changes to analysis.

#### 1.2 CULTURAL RESOURCES REVIEW

The RECIPIENT will comply with Section 106 cultural resources review requirements that involve any project site disturbance.

To initiate cultural resources review, the RECIPIENT will:

Complete and submit an Ecology Cultural Resources Review Form, and/or a cultural resources report completed by a licensed professional to ECOLOGY.

Complete and submit an Ecology Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site.

The RECIPIENT will complete all cultural resource review requirements as described in this agreement and the Final Determination by ECOLOGY prior to any site-disturbing work.

Cultural Resources Review may take up to 45–60 days to complete.

#### 1.3 PROJECT INITIAL FACTSHEETS

Using the template provided, the RECIPIENT must complete an initial one-page project factsheet at the outset of the grant. The initial factsheet will provide an overview of the project and a brief description of the RECIPIENT's organization. The RECIPIENT will submit the initial factsheet with the first quarterly progress report.

#### 1.4 PROJECT FINAL FACTSHEETS

The RECIPIENT will submit the final factsheet at the end of the grant to summarize project outcomes, lessons learned, and next steps. The Stormwater SIL will make the factsheets publicly available through the website <https://pugetsoundestuary.wa.gov/>

### Task Goal Statement:

The RECIPIENT will develop a plan for project implementation and monitoring (if required) to support the successful completion of the PROJECT.

Agreement No: WQNEPSW-2025-Olympi-00035

Project Title: Olympia Combined Sewer Flow Reduction Plan

Recipient Name: City of Olympia

**Task Expected Outcome:**

The RECIPIENT will produce and submit to ECOLOGY a QAPP (if required) prior to commencement of the PROJECT. RECIPIENT will complete project factsheets before the end of the project.

**Project Development****Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
1.1	Copy of signed QAPP or QAPP waiver documentation. Upload to EAGL and notify SWSIL PM and FM.	
1.2	An ECOLOGY Cultural Resources Review Waiver or ECOLOGY Final Determination and IDP.	
1.3	Initial Project Factsheet. Upload to EAGL and notify SWSIL PM and FM.	
1.4	Final Project Factsheet. Upload to EAGL and notify SWSIL PM and FM.	

## SCOPE OF WORK

Task Number: 2 **Task Cost:** \$23,928.00

Task Title: Project Administration and Reporting

### Task Description:

Task 2 describes the project administrative and reporting requirements. The RECIPIENT will refer to and comply with all underlying state and federal terms and conditions.

#### 2.1 PROGRESS REPORTS/PAYMENT REQUESTS (PRPR)

The RECIPIENT will complete quarterly payment request and progress reports (PRPR) in EAGL (Ecology Administration of Grants and Loans). The RECIPIENT will maintain project records, submit requests for reimbursement with corresponding backup documentation, and fully complete progress reports. Quarterly reporting periods are:

Quarter 1 reporting period: January 1 – March 31; due April 30

Quarter 2 reporting period: April 1 – June 30; due July 30

Quarter 3 reporting period: July 1 – September 30; due October 30

Quarter 4 reporting period: October 1 – December 31; due January 30

Progress reports shall include a description of work completed for each task/subtask during the reporting period, including what deliverables were completed and submitted during the reporting period, total allowable spending by task, status for ongoing project tasks, challenges affecting task-specific or overall project completion date(s), scope of work, or costs, evidence of satisfactory completion of all reporting requirements.

The RECIPIENT will submit invoices at least quarterly, but no more frequently than monthly.

#### 2.2 EPA FEATS REPORTING

The RECIPIENT will complete semi-annual FEATS (Financial and Ecosystem Accounting Tracking System) progress reports and a final FEATS report. The final FEATS report will be submitted within 60 days of the grant expiration date and will reflect the final project billing. The final FEATS report must describe task work completed throughout the project, highlight project outcomes, and summarize lessons learned.

#### FEATS Reporting Periods:

April 1 – September 30, Due with Quarter 3 progress reporting

October 1 – March 31, Due with Quarter 1 progress reporting

#### 2.3 RECIPIENT CLOSE OUT REPORT (RCOR) IN EAGL

At the conclusion of the project, the RECIPIENT will complete the Recipient Close Out Report (RCOR) in EAGL.

The RCOR Form will include project accomplishments, challenges, and all relevant project information.

#### 2.4 WATER QUALITY EXCHANGE (WQX) AND EIM DATA REPORTING

The Water Quality Exchange (WQX) is the tool for data partners to submit monitoring data to EPA. If the RECIPIENT collects any physical, chemical, or environmental data. Then the RECIPIENT's QAPP will specify data to be reported through WQX.

Data for a calendar year (Jan 1 – Dec. 31) must be submitted at least annually.

See WQX information, including tutorials, found at EPA's website

WQX reporting completed by: end of project, if needed

The RECIPIENT will also submit all environmental data to ECOLOGY's Environmental Informational Management System (EIM). The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully uploaded, find instructions at Ecology website.

#### 2.5 CONTRACTS AND SUBAWARDS

The RECIPIENT may execute one or more subcontracts (professional services agreements). Selection of subcontractor by RECIPIENT must comply with applicable provisions of 2 CFR Part 200 and the EPA Subaward Policy, which may

be found at EPA's website. A meeting(s) may be held to clarify the scope, schedule, and deliverables. The RECIPIENT and subcontractor will execute the contract and hold a kick-off meeting.

**Task Goal Statement:**

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

**Task Expected Outcome:**

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, EAGL closeout report, FEATS reports, and final project report.
- \* Properly maintained project documentation

**Project Administration and Reporting****Deliverables**

Number	Description	Due Date
2.1	Quarterly Progress Reporting.	
2.2	FEATS Reporting.	
2.3	Recipient Close Out Report Completed in EAGL.	
2.4	WQX and EIM Data Reporting.	
2.5	Copy(s) of final consultant contract(s) subawards. Upload to EAGL and notify SWSIL PM and FM.	

## SCOPE OF WORK

Task Number: 3 **Task Cost:** \$28,168.00

Task Title: Initial Community and Partner Engagement

**Task Description:**

Throughout the project, the RECIPIENT will collaborate with community partners to solicit feedback on project objectives, and address community concerns. Collaboration with community partners will include hosting initial engagement workshops to introduce the project objectives, solicit feedback and create an agreed upon project charter, as well as a minimum of two follow up community workshops to review and provide guidance on project prioritization and selection.

### 3.1 Initial Engagement Workshop and Project Charter Creation

The RECIPIENT will develop, invite and host a minimum of one initial engagement workshop with project partners and the Olympia Sea Level Rise Collaborative (the Collaborative) to share project objectives and success factors, and address project concerns. The Collaborative includes the city of Olympia, the Port of Olympia, the LOTT Clean Water Alliance, and representatives of the Squaxin Island Tribe, the Washington State Department of Ecology and the Washington State Department of Enterprises Services. Project partners that will be invited to the one initial engagement workshop will include, at a minimum, the Olympia Downtown Association, and relevant neighborhood associations. Olympia's Utility Advisory Committee will be briefed in the initial stages of project development and other partners to be considered (e.g. Olympia departments and Public Works Department divisions, including Olympia's Wastewater Utility) will also be provided the opportunity to engage in the early stage of the project. Additionally, consideration will be given to requesting and hosting a separate Squaxin Island Tribe briefing as advised by the Squaxin Island Tribe representative to the Collaborative.

At the workshop, participants will create a project charter that will include agreed upon objectives and success measures.

### 3.2 Community Workshops for Project Prioritization

The RECIPIENT will develop, invite and host a minimum of two community workshops to identify which projects identified in Subtask 5.1 deserve further study, modeling, and consideration for the peak flow reduction program. The first workshop will identify current concern areas, different project possibilities and data needs. The second workshop will solicit community feedback, concerns, and suggestions on draft projects.

**Task Goal Statement:**

Involve stakeholders and project partners in project development and discussions. At a minimum this will include one initial engagement workshop resulting in a project charter, and two follow up community workshops.

**Task Expected Outcome:**

Initial Community Engagement Workshop notes, agenda items, copies of presentations, and list of participating organizations . Upload to EAGL and notify SWSIL PM and FM.

Project charter detailing agreed-upon project objectives and success factors. Upload to EAGL and notify SWSIL PM and FM.

Community prioritized list of potential projects identified for further study and modeling.

## Initial Community and Partner Engagement

### Deliverables

Number	Description	Due Date
3.1	<p>Initial Community Engagement Workshop notes, agenda items, copies of presentations, and list of participating organizations . Upload to EAGL and notify SWSIL PM and FM.</p> <p>Project charter detailing agreed-upon project objectives and success factors. Upload to EAGL and notify SWSIL PM and FM.</p>	
3.2	<p>Community Workshop notes, agenda items, and number of participants.</p> <p>Community prioritized list of potential projects identified for further study and modeling. Upload to EAGL and notify SWSIL PM and FM.</p>	

## SCOPE OF WORK

Task Number: 4 **Task Cost:** \$201,974.00

Task Title: Model Development and Calibration

### Task Description:

Following the completion on the QAPP, the RECIPIENT will create a hydraulic model of the City of Olympia's combined storm and sewer system. The model will then be calibrated and tested against storm and high tide events.

#### 4.1 Model Development

Building on available GIS data from the City of Olympia, the RECIPIENT will develop a computer model to predict the performance and peak flows of the combined sewer system, identify areas of potential flooding and surcharging, and identify segments of the system where separation will be most cost effective and feasible. The model will analyze different predicted future precipitation and sea level scenarios and will also analyze several alternative options for peak flow reduction through separation, including options that include green infrastructure elements. The RECIPIENT will produce a summary memo that discusses model development, including any assumptions that were used. The summary memo will be included as a section in the final report. (Task 6.2-3)

Ecology will have 30 days to review and provide feedback.

#### 4.2 Hydraulic Model Calibration and Testing

The RECIPIENT will improve the accuracy of the hydraulic model through tests against actual responses to increased precipitation and high tide events. The RECIPIENT will contract with LOTT to install precipitation gauges and flow meters at key locations within the combined stormwater sewage system. In addition, the City will apply \$24,000 toward the purchase of an open channel flow meter and data logger which will help with the final design of capital projects identified in this study. The flow meters will be installed inside existing structures and will not require excavation. The model will then be calibrated to the observed precipitation, tide, stage, and flow measurements. Measurements will be taken from approximately the Fall 2026 through early Spring 2027. The outcome of the calibration and testing will be included in the Hydraulic Model Memo (Subtask 4.2).

#### 4.3 Hydraulic Model Memo

The RECIPIENT will prepare a memo that will summarize the stress points and other relevant information identified by the model, and the prioritization and selection of sites to develop project sheets for (Task 5.1). The memo will include a summary of the criteria used to prioritize sites.

Ecology will have 30-days to review and provide feedback. The RECIPIENT will incorporate feedback into a final draft of the Hydraulic Model Memo

### Task Goal Statement:

Develop a model of the City of Olympia combined sewer system that can predict peak flows in response to modeled peak flow reduction projects.

### Task Expected Outcome:

Development of Hydraulic Model, Hydraulic Model Memo detailing model development, assumptions, and impacts

**Model Development and Calibration****Deliverables**

Number	Description	Due Date
4.1	Link to hydraulic model. Upload to EAGL and notify SWSIL PM and FM .Summary memo detailing model development, assumptions, and impacts. Upload to EAGL and notify SWSIL PM and FM to begin 30 day review.	
4.2	Flow and precipitation data in Excel format, and link to updated hydraulic model. Upload to EAGL and notify SWSIL PM and FM.	
4.3	Hydraulic Model Memo detailing model development, assumptions, and impacts. Draft and final version upload to EAGL. ECOLOGY will have 30-days to review.	

## SCOPE OF WORK

Task Number: 5 **Task Cost:** \$79,242.00

Task Title: Prelim Capital Proj Selection & Partner Feedback

### Task Description:

The RECIPIENT will create a list of conceptual design capital project sheets using the results of the Tasks 3.1 and 4. Potential capital projects will then be shared with project partners, the Squaxin Island Tribe and the community for feedback (Task 3.2) before a final list of projects are selected.

#### 5.1 Preliminary Capital Project Development

Using the results of Tasks 3 and 4, the RECIPIENT will create a set of capital project summary sheets. Capital project summary sheets will include conceptual designs, as needed, cost estimates, peak flow reduction benefits, and other community benefits related to each project. The RECIPIENT will provide ECOLOGY a 45-day review and feedback on project sheets, including any designs.

#### 5.2 Priority Project Selection

Using the results of Subtasks 5.1, and the feedback and guidance provided by community partners in Subtask 3.2 the recipient will create a brief summary of the final selection and list of projects. Upon completion of this subaward, these projects will later be used by the RECIPIENT to form the City of Olympia's peak flow reduction program.

### Task Goal Statement:

Develop a prioritization system to identify and select peak flow reduction projects. The system will reflect feedback from community stakeholders and project partners. This process will result in a list of projects of feasible size and scale to be included in future capital facilities plans.

### Task Expected Outcome:

Brief Summary and final list of capital projects to be advanced to the peak flow reduction program

## Prelim Capital Proj Selection & Partner Feedback

### Deliverables

Number	Description	Due Date
5.1	Capital project summary sheets. Upload to EAGL and notify SWSIL PM and FM to begin ECOLOGY 45-day review.	
5.2	Brief Summary and final list of capital projects to be advanced to the peak flow reduction program. Upload to EAGL and notify SWSIL PM and FM.	

## SCOPE OF WORK

Task Number: 6 **Task Cost:** \$81,720.00

Task Title: Broader Impacts and Communication

Task Description:

The recipient will communicate project outcomes, lessons learned, and recommendations.

### 6.1 STORY MAP

The RECIPIENT will create a Story Map that will be publicly hosted on the City of Olympia website. The Story Map will communicate the risks of a combined sewer and stormwater system during a time of increasing sea level and increasing precipitation, as well as the risks, benefits, and locations of proposed projects to separate the storm and sanitary sewer systems.

### 6.2 DRAFT FINAL REPORT

The RECIPIENT will complete a Draft Final Report. The Draft Final Report will summarize methods, results, lessons learned, recommendations for future work, and a map (as applicable showing sample site locations, draft plans etc.). The final report will also include recommendations for model enhancements. Capital projects will be presented in a manner for incorporation into future capital facilities plans.

ECOLOGY will have 30 days to review the Draft Final Report and provide feedback.

### 6.3 FINAL REPORT

The RECIPIENT will prepare a final report and final Peak Flow Reduction Plan that provides a recommended plan to reduce peak flows in the combined sewer system. The draft report will be reviewed by City staff and the Utility Advisory Committee.

Task Goal Statement:

Develop a Story Map hosted on the City of Olympia public website. The Story Map will graphically communicate to a non-technical audience the problems of the combined system, the proposed solutions, the costs and benefits.

Develop a final report that provides engineers and planners with enough information to schedule and prioritize capital projects, understand the financial impact of these projects, and solicit design of the proposed projects.

Task Expected Outcome:

Story Map hosted on the City of Olympia public website and a final report submitted to EAGL.

**Broader Impacts and Communication****Deliverables**

Number	Description	Due Date
6.1	Link to publicly available story map. Upload to EAGL and notify SWSIL PM and FM.	
6.2	Draft Final Report uploaded to EAGL. Notify SWSIL PM and FM for 30-day review and comment period.	
6.3	Final peak flow reduction plan and final report. Upload to EAGL and notify SWSIL PM and FM.	

## BUDGET

### Funding Distribution EG260480

**NOTE:** The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Climate Resiliency 2  
Funding Type: Grant  
Funding Effective Date: 03/01/2025 Funding Expiration Date: 09/30/2027  
Funding Source:

Title: Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program  
Fund: FD  
Type: Federal  
Funding Source %: 100%  
Description: Clean Water Act: Section 320

Federal Awarding Agency: U.S. Environmental Protection Agency  
Federal Awarding Agency Contact: Haley Lewis  
Federal Awarding Agency Phone: 206-553-0325  
Federal Awarding Agency Email: Lewis.Haley@epa.gov  
Federal Awarding Agency Address: 1200 6th Ave; Suite 155, Seattle WA 98101

ALN Catalog Name: Puget Sound Action Agenda

ALN Number: 66.123  
FAIN: 01J95801  
Research Grant: 10000229  
Federal Award Date: 7/26/2021  
Total Federal Award Amount: \$70,000,000.00  
  
Federal Funds Obligated To Recipient: \$419,922.00

Agreement No: WQNEPSW-2025-Olympi-00035

Project Title: Olympia Combined Sewer Flow Reduction Plan

Recipient Name: City of Olympia

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Climate Resiliency 2	Task Total
Project Development	\$ 4,890.00
Project Administration and Reporting	\$ 23,928.00
Initial Community and Partner Engagement	\$ 28,168.00
Model Development and Calibration	\$ 201,974.00
Prelim Capital Proj Selection & Partner Feedback	\$ 79,242.00
Broader Impacts and Communication	\$ 81,720.00

Total: \$ 419,922.00

## **Funding Distribution Summary**

### **Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
Climate Resiliency 2	0.00 %	\$ 0.00	\$ 419,922.00	\$ 419,922.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 419,922.00</b>	<b>\$ 419,922.00</b>

## **AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

## **SPECIAL TERMS AND CONDITIONS**

### NEP EPA Programmatic Conditions

The RECIPIENT and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on the official assistance award document.

#### A. Semi-Annual Performance Reports – FEATS Reporting

The RECIPIENT shall submit performance reports, also known as Financial and Ecosystem Accounting Tracking Systems (FEATS) reports, every six (6) months during the life of the project. Reports are due 15 calendar days after the end of each reporting period. The reporting periods shall end March 31 and September 30th of each calendar year. Reports shall be submitted to the ECOLOGY Project Manager and will be provided electronically.

In accordance with 2 CFR 200.328, as appropriate, the RECIPIENT agrees to submit performance reports that include brief information on each of the following areas:

1. A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
2. The reasons why established goals were not met, if appropriate;
3. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the RECIPIENT shall immediately notify the ECOLOGY Project Manager of developments that have a significant impact on the award-supported activities. As appropriate, the recipient agrees to inform the ECOLOGY Project Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

## B. Final Performance Report – FEATS Reporting

The RECIPIENT shall submit a final performance report through FEATS, which is due 30 calendar days after the expiration or termination of the grant. The report shall be submitted to the ECOLOGY Project Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period.

## C. Information Collection Requirements

The RECIPIENT agrees to comply with the requirements of the Paperwork Reduction Act in completing the project. If the scope of work includes a survey, a questionnaire or similar information-gathering activity, the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.), requires ECOLOGY clearance prior to the recipient's collection of information by means of identical questions posed to 10 or more persons.

The RECIPIENT will provide to the ECOLOGY Project Manager the following information: (1) description of the information to be collected; (2) explanation of the need for the information; and (3) to whom the survey is being directed.

## D. Recognition of EPA Funding

The RECIPIENT agrees that all reports, documents, signage, videos, or other media, developed as part of this agreement shall contain the following statement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J95801-2 to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

## E. Annual Conferences

The RECIPIENT may attend one or more appropriate conferences each year, which may be within the Puget Sound region. The specific conferences will be determined in consultation with the ECOLOGY Project Manager. The purpose of this requirement is to provide recipients with opportunities to learn about and benefit from other relevant initiatives and programs that relate to the funded work; to exchange information about their funded work with organizations that may benefit from their experience; and generally to raise awareness within the Puget Sound, Salish Sea, and large aquatic ecosystem protection and restoration communities of the funded work. Examples of potentially relevant conferences include, but are not limited to, the biennial Salish Sea Ecosystem Conference; local or regional meetings of Tribal, professional, scientific, or other relevant associations. Specific conferences will depend on the nature of the work proposed. The RECIPIENT will be allowed to use award funds to pay for travel and lodging. The RECIPIENT should include anticipated costs for attending conferences in their proposed budget.

## F. Peer Review

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products, the RECIPIENT must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the RECIPIENT will be provided to the ECOLOGY Project Manager prior to releasing any final reports or products resulting from the funded study.

## G. WQX Requirement

The RECIPIENT shall institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data resulting from this funding agreement and generated in accordance with an ECOLOGY approved Quality Assurance Project Plan (QAPP) as a result of this agreement, either directly or by subaward, is required to be entered into the Water Quality Portal (WQP) using either WQX or WQX web. Water quality data appropriate for the Water Quality Portal (WQP) include physical, chemical, and biological sample results for water, sediment and fish tissue. The data includes toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. The Water

Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the Water Quality Portal structure. WQX web is a web-based tool to convert data into the WQX format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the Water Quality Portal, including tutorials, can be found at <https://www.epa.gov/waterdata/water-quality-data-wqx> . If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible in the Water Quality Portal or some other database. RECIPIENTS are encouraged to develop a cross walk between any non-WQX database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

#### H. Riparian Buffers

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date – April 16, 2013), or the October 28, 2013 guidance. The RECIPIENT shall submit in writing a projects' consistency with the recommendations referenced above. When developing project proposals, the RECIPIENT should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by ECOLOGY. In order for ECOLOGY to evaluate a request for an exception, the RECIPIENT must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. ECOLOGY will confer with EPA, the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with ECOLOGY before making a final decision on a deviation request.

#### I. International Travel (Including Canada)

All International Travel must be approved by ECOLOGY BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your ECOLOGY Project Manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your ECOLOGY Project Manager.

#### J. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards.

Information on these standards may be found at [www.fgdc.gov](http://www.fgdc.gov)

#### K. Lobbying and Litigation

All RECIPIENTS,

- i. The chief executive officer of the RECIPIENT organization shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The RECIPIENT shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii. The RECIPIENT agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The RECIPIENT shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- iii. In accordance with the Byrd Anti-Lobbying Amendment, any RECIPIENT who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- iv. Contracts awarded by the RECIPIENT shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- v. Pursuant to Section 18 of the Lobbying Disclosure Act, the RECIPIENT affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

#### L. Quality Assurance Requirements (2 CFR 1500.11)

Acceptable Quality Assurance documentation must be submitted to the ECOLOGY Project Manager and Quality Assurance Manager within the dates below or another date as negotiated with the ECOLOGY Project Manager. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the ECOLOGY Project Manager in concert with the Quality Assurance Manager has approved the quality assurance document.

##### Instructions to Submit Quality Assurance Documents for Review

RECIPIENTS must submit the quality assurance project plan (QAPP) to ECOLOGY Project Manager and the Quality Assurance Manager. The RECIPIENT shall ensure that the awarded project involving environmental information issued under this agreement include appropriate quality requirements for the work. The RECIPIENT shall ensure Quality Assurance (QA) planning documents are in accordance with this term and condition; and implement all applicable approved QA planning documents.

##### Quality Assurance Project Plan (QAPP)

- a. Prior to beginning environmental information operations, the RECIPIENT must:
  - i. Submit a QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).
  - ii. The ECOLOGY Quality assurance manager will notify the RECIPIENT in writing if the previously EPA-approved QAPP is acceptable for this agreement.

Or

iii. Provide a copy of the approved QAPP if the RECIPIENT has an EPA-approved Quality Management Plan and a current EPA delegation to review and approve QAPPs.

b. The RECIPIENT must submit the QAPP 90 days after grant award, and/or no more than 180 days after grant award.

c. The RECIPIENT shall notify ECOLOGY Project Manager and Quality Assurance Manager when substantive changes are needed to the QAPP. Quality Assurance Manager may require the QAPP be updated and re-submitted for approval.

d. The RECIPIENT must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the Project Manager and the QAM at least annually and may also be submitted when changes occur.

For Reference:

ECOLOGY QAPP Information and Templates:

<https://ecology.wa.gov/issues-and-local-projects/investing-in-communities/scientific-services/quality-assurance/quality-assurance-for-grantees>

#### M. Animal Subjects

The RECIPIENT agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20, 1985). The nine principles can be viewed at: <http://www.nal.usda.gov/awic/pubs/IACUC/vert.htm>. For additional information about the Principles, the recipient should consult the Guide for Care and Use of Laboratory Animals, prepared by the Institute of Laboratory Animal Resources, National Research Council and can be accessed at: <http://www.nap.edu/readingroom/books/labrats/>.

#### N. Copyrighted Material and Data

EPA and ECOLOGY has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for State and Federal purposes.

Examples of State and Federal purposes include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

The RECIPIENT acknowledges that ECOLOGY may authorize other grantee(s) to use the copyrighted works or other

Agreement No: WQNEPSW-2025-Olympi-00035

Project Title: Olympia Combined Sewer Flow Reduction Plan

Recipient Name: City of Olympia

data developed under this grant as a result of:

- the selection of another grantee by ECOLOGY to perform a project that will involve the use of the copyrighted works or other data or;
- termination or expiration of this agreement.

In addition, ECOLOGY may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

#### O. Light Refreshments and/or Meals

##### APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from ECOLOGY for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events).

The RECIPIENT must send requests for approval to the ECOLOGY Project Manager and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event; and,
- (3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under ECOLOGY agreements.

The RECIPIENT may address questions about whether costs for light refreshments, and meals for events may be allowable to ECOLOGY Project Manager; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by ECOLOGY Project Manager. Funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if funds are not used to purchase alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

##### FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT RECIPIENTS EXCLUDING STATE UNIVERSITIES:

If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above. The state may follow its own procedures without requesting prior approval from ECOLOGY Project Manager. However, notwithstanding state policies, EPA funds may not be used for (1) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light

refreshments, and space rental may not be used for any portion of an event (including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

#### P. Cybersecurity

(a) The RECIPIENT agrees that when collecting and managing environmental data under this agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) ECOLOGY must ensure that any connections between the RECIPIENT's network or information system and ECOLOGY networks used by the RECIPIENT to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the RECIPIENT's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the RECIPIENT agrees to contact the ECOLOGY Project Manager and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet ECOLOGY security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the RECIPIENT into systems operated and used by ECOLOGY and EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The RECIPIENT agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The RECIPIENT will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the ECOLOGY Project Manager. Nothing in this condition requires the RECIPIENT to contact ECOLOGY

Project Manager on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and the ECOLOGY.

### GENERAL FEDERAL CONDITIONS

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

**A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is

unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

#### B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

##### REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in [www.sam.gov](http://www.sam.gov) <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov>.

#### C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <<https://sam.gov/SAM/>> exclusion list.

## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

#### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

#### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

#### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

#### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- \* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

Agreement No: WQNEPSW-2025-Olympi-00035

Project Title: Olympia Combined Sewer Flow Reduction Plan

Recipient Name: City of Olympia

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

Agreement No: WQNEPSW-2025-Olympi-00035

Project Title: Olympia Combined Sewer Flow Reduction Plan

Recipient Name: City of Olympia

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

#### 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the

Agreement No: WQNEPSW-2025-Olympi-00035

Project Title: Olympia Combined Sewer Flow Reduction Plan

Recipient Name: City of Olympia

review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

## 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

## 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

## 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

## 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress

reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 22. RECORDS, AUDITS, AND INSPECTIONS

Agreement No: WQNEPSW-2025-Olympi-00035

Project Title: Olympia Combined Sewer Flow Reduction Plan

Recipient Name: City of Olympia

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

### 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT. RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

### 24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

### 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

### 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

## 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,  
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions.

ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

Agreement No: WQNEPSW-2025-Olympi-00035

Project Title: Olympia Combined Sewer Flow Reduction Plan

Recipient Name: City of Olympia

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

**29. THIRD PARTY BENEFICIARY**

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

**30. WAIVER**

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



## Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form

**Complete, sign, and return this document, with the signed agreement, to the Department of Ecology Project Manager. Ecology will not pay any invoices against the agreement until it receives this completed and signed form.**

Federal funds that support this agreement between your organization and the Department of Ecology (ECY) require compliance with the Federal Funding Accountability and Transparency Act (ACT), which makes information available online so the public can see how recipients spend federal funds.

Your organization must have a Unique Entity Identifier (UEI) to comply with the ACT and be eligible to enter into this agreement with ECY. Contact the System for Award Management (SAM) at [www.SAM.gov](http://www.SAM.gov) if you don't know your organization's UEI, or need to get a free UEI.

ECY also encourages registration with the System for Award Maintenance (SAM) to reduce data entry by both ECY and your organization. Register with SAM free of charge at <https://uscontractorregistration.com>.

ECY will report information about your organization and this agreement to the federal government as required by Title 2 CFR, Part 25. The public can view this information on the federal government website [www.USASpending.gov](http://www.USASpending.gov).

### ECOLOGY AGREEMENT # \_\_\_\_\_

#### Recipient Information – For Recipient Use Only

1. Legal Name	2. Unique Entity Identifier
3. Principle Place of Performance	
3a. City	3b. State
3c. ZIP+4 (9 digits required)	3d. Country
4. Is your organization registered in SAM?	<input type="checkbox"/> YES. SAM Expiration Date _____ Skip to signature block. Sign, date and return. <input type="checkbox"/> NO. Continue with 5.
5. In the preceding fiscal year did your organization:	
a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; <b>and</b>	
b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; <b>and</b>	
c. The public does not have access to information about the compensation of the executives through periodic reports filed with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330.	

NO. Skip to signature block. Sign, date and return.

YES. You must report the following information for the five (5) most highly compensated executives in your organization. Sign, date and return.

Name Of Official	Position Title	Total Compensation Amount*
1.		
2.		
3.		
4.		
5.		

**\*Note:** "Total compensation" means the cash and noncash dollar value earned by the executive during the subrecipient's past fiscal year. (For more information, see 17 CFR 229.402 (C)(2)).

By signing this document, the Authorized Representative attests to the information above.

Signature of Authorized Representative	Print Name	Date
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City Hall  
601 4th Avenue E.  
Olympia, WA 98501  
360-753-8244

## City Council

### Approval of a Resolution Authorizing Agreements With Forma Construction Company and Saybr Contractors Inc. for Job Order Contracting Services

**Agenda Date:** 1/27/2026  
**Agenda Item Number:** 4.D  
**File Number:** 26-0081

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

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**Title**

Approval of a Resolution Authorizing Agreements With Forma Construction Company and Saybr Contractors Inc. for Job Order Contracting Services

**Recommended Action**

**Committee Recommendation:**

Not referred to a committee.

**City Manager Recommendation:**

Move to approve a Resolution authorizing agreements with Forma Construction Company and Saybr Contractors Inc. for Job Order contracting services.

**Report**

**Issue:**

Whether to approve a Resolution authorizing agreements with Forma Construction Company and Saybr Contractors Inc. for Job Order contracting services.

**Staff Contact:**

Heather Reed, Procurement & Contract Manager, Public Works General Services, 360.753.8771

**Presenter(s):**

None - Consent Calendar Item

**Background and Analysis:**

Job Order Contracting (JOC) offers an alternative public works process that saves time and money through unit price books and work orders. Authorized under RCW 39.10.420, JOC streamlines small construction, maintenance, and repair projects for cities.

Each Job Order Contract is an indefinite delivery, indefinite quantity (IDIQ) agreement. The City bases pricing on the Gordian® Construction Task Catalog and contractor-submitted adjustment factors, which account for local labor, materials, and equipment costs. This approach eliminates the

need for separate contracts, reduces administrative work, and fosters collaboration. Each contract carries a value of \$2,000,000 for two years, with an option for a one-year extension. Contractors are guaranteed a minimum of \$25,000 in Job Orders, while the maximum value of a single Job Order is \$500,000.

The JOC contractor manages proposals, construction methods, scheduling, and project execution. Typical work includes maintenance, renovation, repairs, and new construction for City facilities and civil infrastructure such as water, sewer, storm systems, roads, parks, landscaping, habitat restoration, roofing, electrical, plumbing, and HVAC. Most work occurs in Olympia, though contracts may extend to City-owned sites in Thurston County.

JOC contractors subcontract at least 90% of the work, creating opportunities for local and disadvantaged businesses. Through JOC, the City partners with contractors to combine expertise and deliver projects on time, cost-effectively, and in the public's best interest.

Under RCW 39.10.430-460, the City conducted a competitive, multi-phased Request for Proposal (RFP). In Phase I - Technical Qualifications, the City evaluated proposals against Mandatory and Supplemental Bidder Responsibility Criteria. Evaluation panel members scored each proposal, and the City totaled the results.

The highest-scoring Bidders advanced to Phase II - Price. The City invited four of the six Bidders to submit Phase II Cost Proposals and participate in interviews. Based on combined scores, the evaluation team awarded contracts to the top two firms: FORMA Construction, Inc., and Saybr Contractors, Inc.

#### **Climate Analysis:**

Job Order Contracting supports sustainable practices by reducing waste, improving energy efficiency, and encouraging sustainable materials. The process upgrades existing infrastructure instead of relying on new construction, lowering material demand and long-term costs.

#### **Equity Analysis:**

Because contractors subcontract at least 90% of work, JOC expands opportunities for small, minority, woman, and disadvantaged-owned businesses. Contractors also provide training and outreach programs to strengthen participation.

#### **Options:**

1. Move to approve a Resolution authorizing agreements with Forma Construction Company and Saybr Contractors Inc. for Job Order contracting services.
2. Do not approve a Resolution authorizing agreements with Forma Construction Company and Saybr Contractors Inc. for Job Order contracting services.
3. Take other action.

#### **Financial Impact:**

A JOC Agreement is an indefinite-quantity agreement for general construction services. The City guarantees a minimum of \$25,000 in job orders during the base term; if this amount is not reached through no fault of the contractor, the City will pay 30% of the difference to compensate for lost overhead and profit, which is the contractor's sole remedy.

While the City estimates that up to \$2,000,000 in job orders may be issued during the base term, this amount is not guaranteed, and the City has no obligation to exceed the minimum. The City may issue job orders up to a maximum of \$4,000,000 per year, with any single job order capped at \$500,000, in accordance with state law.

**Attachments:**

Resolution  
FORMA Construction Company, JOC Contract  
Saybr Contractors, Inc., JOC Contract

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
AUTHORIZING AGREEMENTS WITH FORMA CONSTRUCTION COMPANY AND SAYBR  
CONTRACTORS INC. FOR JOB ORDER CONTRACTING SERVICES**

**WHEREAS**, City staff regularly review processes and procedures to identify opportunities for greater efficiency and cost savings; and

**WHEREAS**, Chapter 39.10.420 RCW authorizes public agencies in Washington State to use job order contracting procedures for small construction, maintenance, and repair public works projects; and

**WHEREAS**, Olympia Municipal Code 3.16.130 incorporates by reference the necessary provisions from state law for the City's use of alternative public works contracting methods when the use of such alternatives benefits the public interest; and

**WHEREAS**, job order contracting is a streamlined procurement method that reduces the time involved in public works contracting, allowing the City to complete multiple small projects more efficiently and at fair, competitive prices; and

**WHEREAS**, job order contracting supports sustainability by reducing waste, improving energy efficiency, and extending the life of existing infrastructure instead of relying on new construction; and

**WHEREAS**, job order contracting provides more opportunities for small and local businesses to work on City projects; and

**WHEREAS**, City staff have determined that job order contracting will provide good value to the residents of Olympia; and

**WHEREAS**, FORMA Construction Company and Saybr Contractors, Inc., were selected through a competitive Request for Proposals process to provide job order contracting services to the City of Olympia;

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

**Section 1.** The Olympia City Council hereby determines that the use of job order contracts will benefit the public by providing an effective means of reducing the total lead-time and cost for the construction of public works projects for repair and renovation required at public facilities through the use of unit price books and work orders by eliminating time-consuming, costly aspects of the traditional public works process, which require separate contracting actions for each small project.

**Section 2.** The Olympia City Council, hereby approves the form Agreement for Job Order Contracting General Construction Services between the City of Olympia and FORMA Construction Company and between the City of Olympia and Saybr Contractors Inc. for job order contracting services.

**Section 3.** The City Manager is authorized and directed to execute on behalf of the City of Olympia a Job Order Contracting Agreement with FORMA Construction Company and with Saybr Contractors, Inc., and any other documents necessary to execute said Agreements, and to make any minor modifications as may be required and are consistent with the intent of the Agreements, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

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MAYOR

ATTEST:

---

CITY CLERK

APPROVED AS TO FORM:

---



SENIOR DEPUTY CITY ATTORNEY

**CITY OF OLYMPIA, WASHINGTON  
AGREEMENT FOR JOB ORDER CONTRACTING  
GENERAL CONSTRUCTION SERVICES**

**THIS AGREEMENT** ("Agreement") is entered into by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (hereinafter, the "City"), and **FORMA CONSTRUCTION COMPANY**, a Washington State corporation (hereinafter, the "Contractor"). The City and the Contractor may be referred to collectively as the "Parties."

#### **ARTICLE 1 - SCOPE OF WORK**

The Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described in the Contract Documents.

The Work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non-Prepriced Tasks.

#### **ARTICLE 2 - CONTRACT TIME**

- 2.1 The Base Term of the Contract is two (2) years.
- 2.2 There is one (1) Option Term available. The Option Term may be exercised only by mutual agreement of the Parties. The duration of the Option Term, if exercised, is one year.
- 2.3 The Contractor may withdraw from the Contract on the first anniversary of the Contract upon 90 days prior written notice to the City. Exercising this option to withdraw shall not relieve either party from its obligations with respect to Job Orders issued prior to the effective date of such withdrawal.
- 2.4 All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.
- 2.5 The Contractor shall commence work upon issuance of a Job Order and shall complete the Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.
- 2.6 The City and the Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the Detailed Scope of Work is not completed within the Job Order Completion Times specified in the Job Order, plus any extensions thereof allowed in accordance with the Contract Documents. They also

recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City as outlined below.

At the sole discretion of the City, liquidated damages will be assessed, if at all, on a Job Order- by-Job-Order basis. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, the amount per calendar day specified in following table, Schedule of Liquidated Damages, will be deducted from any money due the Contractor, not as a penalty but as liquidated damages; provided however that due account shall be taken of any adjustment of the Job Order Completion Time as provided for elsewhere in this Contract.

Value of Job Order	Liquidated Damages
\$0 to \$10,000.00	\$100/Day
\$10,000.01 to \$50,000.00	\$250/Day
\$50,000.01 or Greater	\$500/Day

2.7 In the event the Contractor exercises its right to withdraw pursuant to Section 2.3, the Contractor shall continue to accept and diligently perform Job Orders issued prior to the effective date of withdrawal until final completion, including warranty obligations. The Contractor shall cooperate in good faith with the City to ensure continuity of services and orderly transition, including reasonable assistance in the transfer of records, documentation, and project status information. No withdrawal shall impair the City's right to enforce performance, payment, retainage, warranty, or indemnity obligations arising from Job Orders issued prior to the effective date of withdrawal.

### ARTICLE 3 - CONTRACT PRICE

3.1 The Contract is an indefinite-quantity contract for general construction work and services. The following Contract values are provided:

3.1.1 *Minimum Contract Value:* The minimum dollar amount of Job Orders that the Contractor is guaranteed to receive the opportunity to perform in the Base Term is \$25,000. If, during the Base Term, the City, at no fault of Contractor, fails to issue Job Orders in a total amount that is equal to or greater than the Minimum Contract Value, the City shall pay Contractor an amount equal to the difference between the Minimum Contract Value and the actual total of the Job Orders issued in the Base Term multiplied by thirty percent 30%. The intent of this damage formula is to compensate Contractor for lost overhead and profit. This is Contractor's sole remedy.

3.1.2 *Estimated Contract Value:* The City estimates that the total dollar amount of Job Orders that could be issued to the Contractor in the Base Term is estimated at approximately \$2,000,000. This is an estimate only. The Contractor is not guaranteed to receive this volume of Job Orders. The City

has no obligation to issue Job Orders in excess of the Minimum Contract Value.

- 3.1.3 *Maximum Contract Value:* The City reserves the right to issue up to the maximum dollar amount specified in RCW 39.10.440, currently \$4,000,000 per year.
- 3.1.4 *Maximum Job Order Value:* The maximum dollar amount of any single Job Order is \$500,000 as specified in RCW 39.10.450.
- 3.2 The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® and the following Adjustment Factors:
  - 3.2.1 *Normal Working Hours Adjustment Factor:* 7:00 am to 4:00 pm Monday to Friday, except for City holidays: **1.3600**
  - 3.2.2 *Other Than Normal Working Hours Adjustment Factor:* 4:00 pm to 7:00 am Monday to Friday, and all day Saturday, Sunday and City holidays: **1.3600**
  - 3.2.3 *Secured Facilities, Normal Working Hours Adjustment Factor:* 7:00 am to 4:00 pm Monday to Friday, except for City holidays: **1.3600**
  - 3.2.4 *Secured Facilities, Other Than Normal Working Hours Adjustment Factor:* 4:00 pm to 7:00 am Monday to Friday, and all day Saturday, Sunday and City holidays: **1.3600**
  - 3.2.5 *Non Pre-Priced Tasks:* **1.1200**
- 3.3 The Job Order Price shall be the value of the approved Job Order Price Proposal, which shall be calculated by summing the value of each Pre-priced Task (unit price x quantity x Adjustment factor) plus the value of each Non Pre-priced task.
- 3.4 This Contract is awarded pursuant to a competitive Request for Proposals and based on the Contractor's submitted Adjustment Factors, technical proposal, and evaluation in accordance with RCW 39.10.430–460. The Adjustment Factors established at award are fixed for the duration of the Contract, including any Option Term, and shall be applied consistently to all Job Orders. No modification to Adjustment Factors or pricing methodology shall be permitted except by written amendment executed by the Parties in compliance with applicable law.

## ARTICLE 4 - PAYMENT PROCEDURES

- 1.1 Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less, may be paid in one lump sum payment. For all other Job Orders, the City may make partial, monthly payments based on a percentage of the work completed.

- 4.2. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the City concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.
- 4.3. Retainage of 5% shall be withheld until releasable under RCW 60.28. Each Job Order shall be treated as a separate contract for purposes of retainage.
- 4.4. This Contract is subject to prevailing wage. The Contractor shall file prevailing wage intents and affidavits with the Washington State Department of Labor & Industries for each Job Order.

## **ARTICLE 5 - SUBCONTRACTING REQUIREMENT**

At least ninety percent (90%) of the Work contained in each Job Order must be subcontracted to entities other than the Contractor. The Contractor must distribute contracts as equitably as possible among qualified and available subcontractors including minority and woman-owned subcontractors to the extent permitted by law.

## **ARTICLE 6 - CONTRACT DOCUMENTS**

The Contractor shall complete all Work in accordance with the Contract Documents. The Contract Documents, which comprise this entire Job Order Contract ("Contract"), consist of the following:

- 6.1 This Agreement;
- 6.2 JOC Supplemental Conditions;
- 6.3 Job Orders, including Supplemental Job Orders, and related documents, including but not limited to, the Detailed Scope of Work with Drawings and/or Specifications, Request for Proposal, Job Order Price Proposal, Notice to Proceed, submittals, record documents, and all required close-out documentation and warranties;
- 6.4 Construction Task Catalog®;
- 6.5 Technical Specifications;
- 6.6 WSDOT Standard Specifications, most recent edition, as modified;
- 6.7 City's General Provisions (Modifying WSDOT Standard Specifications, Division 1);
- 6.8 City's Special Provisions (Modifying WSDOT Standard Specifications, Divisions 2-9);
- 6.9 City's Development and Design Standards.

**6.10** In the event of any conflict, ambiguity, or inconsistency among the Contract Documents, the order of precedence shall be as follows:

- (1) Job Orders, including Supplemental Job Orders;

- (2) This Agreement for Job Order Contracting – General Construction Services;
- (3) JOC Supplemental Conditions;
- (4) Construction Task Catalog®;
- (5) Technical Specifications;
- (6) City Development and Design Standards;
- (7) City General Special Provisions; and
- (8) WSDOT Standard Specifications, as modified.

The more specific provision shall govern over a more general provision.

There are no Contract Documents other than those listed above.

## **ARTICLE 7 - SUBMITTAL OF REQUESTED INFORMATION**

Per RCW 39.10.460, the Contractor, at any time upon request by the City, shall submit the following information:

- 7.1 A list of Job Orders issued;
- 7.2 The value of each Job Order;
- 7.3 A list of the subcontractors hired under each Job Order;
- 7.4 A copy of the intent to pay prevailing wages and the affidavit of wages paid for each Job Order; and
- 7.5 Any other information requested including, but not limited to, cost of each subcontract value per Job Order.
- 7.6 At least quarterly, Contractor shall submit a report to the City detailing total value of work done under contract to date along with subcontract value and participation rates.

## **ARTICLE 8 - MISCELLANEOUS**

- 8.1 **Licenses:** The Contractor must possess an Olympia business registration prior Contract award and continuing throughout the duration of the Contract. Additionally, by executing this Agreement, the Contractor certifies it has all other applicable state and local licenses and has not been debarred from public contracting by either Washington State or the United States Government.
- 8.2 **Taxes:** the Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. All taxes, including applicable State Sales Taxes, are deemed included in the Contractor's invoices.
- 8.3 **Payment and Performance Bond:** The Contractor shall furnish and maintain Payment and Performance Bonds in compliance with RCW 39.08.010. The penal sum of each bond shall be equal to the Maximum Contract Value authorized for the applicable contract term, inclusive of the Base Term and any exercised Option Term, and shall automatically increase if the Contract Maximum is increased by

amendment. Bonds shall remain in full force and effect for all Job Orders issued during the term of the Contract and until all obligations are satisfied.

- 8.4 **Insurance:** The insurance requirements for this Contract are contained in Article 4, Section M, Of the RFP General Conditions. Section 1.07.18 of the WSDOT Standard Specifications, modified as follows: Owners and Contractors Protective (OCP) insurance is not required.
- 8.5 **Indemnification:** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. In the event of liability caused by the concurrent negligence of the City and the Contractor, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under the Industrial Insurance Act, Title 51 RCW, solely for the purposes of effectuating the Contractor's indemnification obligation to the City. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Contract.
- 8.6 **Governing Law and Venue:** This Contract and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement without recourse to any principle of Conflicts of Laws. The Superior Court of Thurston County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Contract, except if jurisdiction lies solely in federal court, in which case the U.S. District Court for Western District of Washington shall be the exclusive venue.
- 8.7 **Compliance with all laws:** The Contractor shall comply with all applicable Federal, State and local non-discrimination laws and regulations, including but not limited to Job Order Contracting laws set forth in RCW 39.10.430-39.10.450. Any direct conflict between this RFP and the Job Order Contracting statutes shall be resolved in favor of the applicable Job Order Contracting statutes.
- 8.8 The insurance requirements set forth in the Request for Proposals, including the RFP General Conditions, are incorporated herein by reference as material terms of this Contract. The Contractor shall maintain all required insurance for the duration of the Contract and for all Job Orders issued thereunder. Failure to maintain required insurance constitutes a material breach of this Contract.

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

**EXECUTED**, this 21 day of January, 2026 for the **CONTRACTOR** by:

Eric Lindstrom  
Eric Lindstrom  
Chief Operating Officer

**EXECUTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2026 for the **CITY OF OLYMPIA** by:

Steven J. Burney  
City Manager

Approved as to Form:

T. Larson  
Senior Deputy City Attorney

## PUBLIC WORKS PERFORMANCE BOND (Form L)

To City of Olympia, WA  
Bond No. \_\_\_\_\_

The City of Olympia, Washington, (City) has awarded to **FORMA CONSTRUCTION COMPANY** (Principal), a contract for the **Job Order Contracting for General Construction Services Program** (Contract) in Olympia, Washington, and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and \_\_\_\_\_ (Surety), a corporation, organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, providing coverage equal to the maximum allowable annual JOC value subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature	Date	Surety Signature	Date
Printed Name		Printed Name	
Title		Title	

Name, address, and telephone of local office/agent of Surety Company are:

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Approved as to form:

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City Attorney

Date

## PUBLIC WORKS PAYMENT BOND (Form M)

To City of Olympia, WA

Bond No. \_\_\_\_\_

The City of Olympia, Washington, (City) has awarded to **FORMA CONSTRUCTION COMPANY** (Principal), a contract for the **Job Order Contracting for General Construction Services Program** (Contract) in Olympia, Washington, and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, providing coverage equal to the maximum allowable annual JOC value subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterpart and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

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Principal Signature

Date

Date

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Printed Name

Printed Name

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Title

Title

Name, address, and telephone of local office/agent of Surety Company are:

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Approved as to form:

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City Attorney

Date

# **ATTACHMENT A**

## **JOB ORDER CONTRACTING**

## **SUPPLEMENTAL CONDITIONS**

### **1. DEFINITIONS**

- 1.1. **Adjustment Factor** - A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.
- 1.2. **Award Criteria Figure** - The amount determined in the Award Criteria Figure Calculation section of the Phase II Cost Proposal, which is used for the purposes of determining the lowest Bid.
- 1.3. **Base Term** - The initial period of the Contract and does not include any Option Terms.
- 1.4. **Construction Task Catalog®** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
- 1.5. **Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Job Order.
- 1.6. **Estimated Contract Value** - An estimate of the value of Job Orders that could be issued to the Contractor in the Base Term of the Contract.
- 1.7. **Job Order** - A written order issued by the City, such as a purchase order, requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. A project may consist of one or more Job Orders.
- 1.8. **Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.
- 1.9. **Job Order Price** - The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.
- 1.10. **Job Order Price Proposal** - A price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- 1.11. **Job Order Proposal** - A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractors and Materialmen; (d) Construction schedule; and (e) other requested documents.
- 1.12. **Joint Scope Meeting** - A site meeting to discuss the work before the Detailed Scope of Work is finalized.
- 1.13. **Maximum Contract Value** - The maximum value of Job Orders that the Contractor may receive under this contract.
- 1.14. **Minimum Contract Value** - The minimum value of Job Orders that the Contractor is guaranteed to receive the opportunity to perform in the Base Term of the Contract.
- 1.15. **Non Pre-priced Task** - A task that is not set forth in the Construction Task Catalog®.
- 1.16. **Normal Working Hours (General Facilities)** - Includes the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for City holidays, in facilities deemed as General by the City.
- 1.17. **Normal Working Hours (Secured Facilities)** - Includes the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for City holidays, in facilities deemed as Secured by the City.
- 1.18. **Notice to Proceed** - A written notice issued by the City directing the Contractor to proceed with construction activities to complete the Job Order.
- 1.19. **Option Term** - An additional period of time beyond the Contract Term which extends the termination date of the Contract.

- 1.20. **Other than Normal Working Hours (General Facilities)** - Includes the hours of 4:00 p.m. to 7:00 a.m. Monday through Friday and all day Saturday, Sunday, and City Holidays in facilities deemed as General by the City.
- 1.21. **Other than Normal Working Hours (Secured Facilities)** - Includes the hours of 4:00 p.m. to 7:00 a.m. Monday through Friday and all day Saturday, Sunday, and City Holidays in facilities deemed as Secured by the City.
- 1.22. **Pre-priced Task** - A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®.
- 1.23. **Project** - The collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
- 1.24. **Request for Proposal** - A written request to the Contractor to prepare a Proposal for the Detailed Scope of Work referenced therein.
- 1.25. **Secured Facility** - Facilities deemed Secured by the City. A Secured Facility may include a background check and/or tool inventory
- 1.26. **Supplemental Job Order** - A secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.
- 1.27. **Technical Specifications** – The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 1.28. **Unit Price** - The price published in the Construction Task Catalog® for a specific construction or construction related work task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the Construction Task Catalog®. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.
- 1.29. **Work** - All materials, labor and use of tools, equipment and services necessary by the Contractor and/or Subcontractor to complete the Job Order.

## 2. OWNER

- 2.1. The City shall be entitled to appoint an agent (Owner's Representative) as Project Manager or Inspector who shall see that the development of the Job Order Proposals and performance of the Work is in strict accordance with the Contract Documents on behalf of the City.
- 2.2. All communications from the Contractor shall be through the Owner's Representative or as the City may direct. The City reserves the right to alter this procedure without consent of the Contractor. All communications not in compliance herewith, shall be considered non-binding on the City.
- 2.3. Right to Clean Up: If a dispute arises between the Contractor, Subcontractors, or separate contractors as to the responsibility under their respective Contracts for maintaining the premises and surrounding area free from waste materials and rubbish the City may, but need not, clean up and allocate the cost among those responsible as the City determines to be just.
- 2.4. Right to Accept Imperfect Work: If any part or portions of the Work completed under this Contract is defective and not in accordance with the Contract Documents, the City shall have the right and authority to retain such Work but may issue a Supplemental Job Order as may be equitable and reasonable.
- 2.5. Right to do Adjacent Work: The City reserves the right to perform construction or operations on the site of the Work. In doing this, the City may use its own forces or award separate contracts. Contractor shall hold the City harmless for costs incurred by the City that are payable to a separate contractor because of delays, improperly time activities, or defective construction by the Contractor, unless such costs are incurred due to the sole negligence of the City.
- 2.6. Right to Finish Contractor's Work: If the Contractor defaults or neglects to carry out all or any part of the Work in accordance with the Contract Documents, the City has the right to commence and continue completion of the Work. In such an event, if the City costs to complete the Work

exceeds the remaining balance of the Contract with the Contractor, Contractor shall reimburse the City for such excess costs.

### **3. CONTRACTOR**

- 3.1. Personnel: The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the City and shall have a cell phone at which he or she can be reached at all times.
- 3.2. The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation, or the like, the Contractor shall notify the City of a substitute Superintendent. At all times, the Contractor shall provide at least one Superintendent for every four Job Orders. Whenever, in the sole discretion of the City, the Contractor is not providing a sufficient level of supervision, the City may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all at no cost to the City. In the event the City's personnel are required to provide direction or supervision of the work in the field because the Contractor has not provided sufficient supervision, the Contractor shall reimburse the City \$75 per hour for such effort.
- 3.3. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless a Job Order gives other specific instructions.
- 3.4. Reporting Errors: The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions in Contract Documents or field conditions shall be reported to the City at once.
- 3.5. A Project site may be operational during the Work. The Contractor shall not interfere or hinder City operations. The Contractor shall keep all equipment and materials within designated work areas and out of hallways and doorways. Emergency exit routes shall be maintained at all times.

### **4. CONTRACT MODIFICATIONS**

- 4.1. Changes to the Contract may be accomplished after execution of the Contract and without invalidating the Contract only by written modification signed by the parties.

### **5. CONTRACTOR SELECTION AND AWARD OF INDIVIDUAL JOB ORDERS**

- 5.1. The City may award an individual Job Order to any selected Contractor. Selection of the Contractor and award of the Job Order will be based on one or more of the following criteria:
  - 5.1.1. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
  - 5.1.2. Contractor's responsiveness to the City on Job Orders.
  - 5.1.3. Price, as it relates to the City's independent cost estimate.
  - 5.1.4. Balancing of workload (Job Order dollar volume and construction backlog) among Contractors.
  - 5.1.5. Management of Job Order dollar volume within bonding limitations of the Contractor.
  - 5.1.6. Rotational selection among all Contractors, unless otherwise determined by the City.

- 5.1.7. Other criteria as deemed in the best interest of the City, in its sole discretion.
- 5.1.8. The City shall document the basis for award of each Job Order in accordance with RCW 39.10.450, including consideration of rotation, workload balancing, performance history, and bonding capacity, as applicable. Such documentation shall be retained in the City's project file for audit and public records purposes.

## 6. PROCEDURES FOR DEVELOPING A JOB ORDER

### 6.1. Initiation of a Job Order

- 6.1.1. As the need exists, the City will notify the Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting.
- 6.1.2. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:
  - 6.1.2.1. the general scope of the work;
  - 6.1.2.2. alternatives for performing the work and value engineering;
  - 6.1.2.3. access to the site and protocol for admission;
  - 6.1.2.4. hours of operation;
  - 6.1.2.5. staging area;
  - 6.1.2.6. requirements for catalog cuts, technical data, samples and shop drawings;
  - 6.1.2.7. requirements for professional services, sketches, drawings, and specifications;
  - 6.1.2.8. construction duration;
  - 6.1.2.9. liquidated damages;
  - 6.1.2.10. the presence of hazardous materials;
  - 6.1.2.11. date on which the Job Order Proposal is due.
- 6.1.3. Upon completion of the joint scoping process, the City will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any desired changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the City will issue a Request for Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the City, will be the basis on which the Contractor will develop its Job Order Proposal and the City will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.
- 6.1.4. The City may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the City cannot agree on the quantities required, or for any other reason as determined by the City. In all such cases, the City shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.
- 6.1.5. The Contractor's Job Order Proposal shall include, at a minimum:
  - 6.1.5.1. Job Order Price Proposal;
  - 6.1.5.2. Required drawings or sketches;
  - 6.1.5.3. List of anticipated Subcontractors;
  - 6.1.5.4. Construction schedule;
  - 6.1.5.5. Subcontractor Responsibility Checklist
  - 6.1.5.6. Other requested documents.

6.2. Preparation of the Job Order Price Proposal

- 6.2.1. The Job Order Price shall be the value of the approved Job Order Price Proposal.
- 6.2.2. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Task (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
- 6.2.3. The Contractor will prepare Job Order Price Proposals in accordance with the following:
  - 6.2.3.1. Pre-priced Task: A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®. The Contractor will select the appropriate Pre-priced Tasks, and enter the accurate quantity, and the appropriate Adjustment Factor.
  - 6.2.3.2. Non Pre-priced Task: A task that is not set forth in the Construction Task Catalog®.
    - 6.2.3.2.1. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
      - 6.2.3.2.1.1. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
      - 6.2.3.2.1.2. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The City may require additional quotes and bids if it has determined that the suppliers or subcontractors are not acceptable or if the prices are not reasonable. If three quotes or bids cannot be obtained, the Contractor will provide the reason in writing for the City's approval. If approved, less than three quotes or bids will be allowed.
    - 6.2.3.2.2. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

**6.2.3.2.2.1. For Non Pre-priced Tasks Performed with Contractor's Own Forces:**

A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

B = The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

Total for a Non Pre-priced Tasks performed with Contractor's Own Forces =  $(A+B+C) \times$  Non Pre-priced Adjustment Factor.

**6.2.3.2.2.2. For Non Pre-priced Tasks Performed by Subcontractors:**

If the Non Pre-priced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three Subcontractor Quotes

Total Cost for Non Pre-priced Tasks performed by Subcontractors = D x Non Pre-priced Adjustment Factor.

- 6.2.3.2.3. After a Non Pre-priced Task has been approved by the City, the Unit Price for such task will be established and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
- 6.2.3.2.4. The City's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
- 6.2.4. Whenever, because of trade jurisdiction rules or small quantities, the cost of a Prepriced Task is less than the actual cost of the labor and material to perform such Prepriced Task, the Owner may permit the Contractor to be paid for such Prepriced Task as a Non-Prepriced Task or use Prepriced Tasks for labor and the material component pricing of the Prepriced Task to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or the other work for that trade cannot be scheduled at the same time and the actual cost does not exceed \$1,000.
- 6.2.5. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable.
- 6.2.6. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.
- 6.2.7. The Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.
- 6.2.8. In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.
- 6.2.9. In the event an immediate response is necessary, the Contractor shall be required to follow alternative procedures as established by the Owner. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Detailed Scope of Work, Request for Job Order Proposal, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures to develop a Job Order.
- 6.2.10. For purposes of Using the Construction Task Catalog®, the project site is defined as the exterior perimeter of a building. For work not performed in a building, the project site is defined as the limits of the work area.
- 6.2.11. The Contractor will not be permitted to add labor hours to the Job Order Price Proposal for time associated with ingress procedures and inspections of labor, materials, and or equipment
- 6.2.12. If the Contractor requires clarifications or additional information regarding the Detailed Scope of Work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

### **6.3. Review of the Job Order Proposal and Issuance of the Job Order**

- 6.3.1. The City will evaluate the entire Job Order Price Proposal and compare these with the City's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks, Adjustment Factors, and quantities proposed. All incomplete Job Order Proposals shall be rejected.
- 6.3.2. The Contractor may choose the means and methods of construction; subject however, to the City's right to reject any means and methods proposed by the Contractor that:
  - 6.3.2.1. Will constitute or create a hazard to the work, or to persons or property;
  - 6.3.2.2. Will not produce finished Work in accordance with the terms of the Contract; or
  - 6.3.2.3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
- 6.3.3. The City reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The City also reserves the right not to issue a Job Order if it is determined to be in the best interests of the City. The City may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the City.
- 6.3.4. The Owner may decide not to issue a Job Order under development, may decide to cancel a Job Order or any portion of a Job Order, or cancel a Project or any portion of a Project, for any reason. In such case, the Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to attending the Joint Scope Meeting, preparing or reviewing the Detailed Scope of Work, preparing a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, or reviewing the Job Order Proposal with the Owner may perform such work by other means.
- 6.3.5. By submitting a Job Order Proposal to the City, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the City.
- 6.3.6. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the City and delivered to the Contractor constitutes the City's acceptance of the Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to the Contractor.

6.4. The Contractor shall retain all records related to Job Orders, including pricing support, subcontractor quotes, payrolls, and correspondence, for a minimum of six (6) years following final payment of the applicable Job Order. The City, State Auditor's Office and other authorized entities shall have the right to inspect and audit such records upon reasonable notice.

## **7. CHANGES IN THE WORK**

- 7.1. The City, without invalidating the Job Order, may order changes in the Work by altering, adding to or deducting from the Work, by issuing a Supplemental Job Order.
- 7.2. Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

## **8. PAYMENTS**

- 8.1. The City will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, the City may make partial, monthly payments based on a percentage of the work completed.
- 8.2. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the City concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.
- 8.3. Retainage of 5% shall be withheld until releasable under RCW 60.28.

## **9. ANNUAL UPDATE OF THE CONSTRUCTION TASK CATALOG®**

- 9.1. The Construction Task Catalog® issued with the bid will be in effect for the first year of the Contract.
- 9.2. On the anniversary of the Contract, a new Construction Task Catalog® will be furnished. The new Construction Task Catalog® will be effective for the twelve (12) month period after the anniversary of the effective date of the Contract. The Construction Task Catalogs® that accompany each anniversary shall only apply to Job Orders issued after the effective date of that specific renewal option and shall have no impact on Job Orders issued prior to the effective date of that specific renewal option.
- 9.3. The Adjustment Factors submitted with the Proposal shall be used for the full term of the Contract, plus any Option Terms. On the annual anniversary of the Contract, the Owner shall issue the Contractor a new Construction Task Catalog®. The Contractor will be issued the new Construction Task Catalog® for review prior to accepting new Work. The Contractor shall use the Construction Task Catalog® in effect on the date that the Job Order is issued. However, the Contractor cannot delay the issuance of a Job Order to take advantage of a scheduled update of the Construction Task Catalog®. In that event, the Contractor shall use the Construction Task Catalog® that would have been in effect without the delay.

## **10. COMPUTER REQUIREMENTS**

- 10.1. The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

## **11. GORDIAN JOC SYSTEM LICENSE AND FEE AGREEMENT**

- 11.1. The City selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Information Management System ("JOC IMS"), JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian's General Terms of Use and pay a JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms of the Contract. The JOC System License Fee shall be equal to 1% of the Job Order Price.

**ATTACHMENT A TO JOB ORDER CONTRACTING -SUPPLEMENTAL CONDITIONS**  
**Sample Subcontractor Responsibility Checklist to be Submitted on a**  
**Job Order by Job Order Basis.**

<b>GENERAL INFORMATION</b>	
Project Name:	Project Number:
Subcontractor's Business Name:	City Business Registration Number:  Active? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>SUBCONTRACTOR REGISTRATION</b> <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a>	
License Number:	License Active? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date:	Expiration Date:
<b>UBI/TAX REGISTRATION NUMBER</b> <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
UBI/Tax Registration Number:	Account: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>INDUSTRIAL INSURANCE COVERAGE</b> <a href="https://fortress.wa.gov/lni/crpsi/MainMenu.aspx">https://fortress.wa.gov/lni/crpsi/MainMenu.aspx</a>	
Account Number:	Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>EMPLOYMENT SECURITY DEPARTMENT</b>	
Employment Security Department Number:	
Has Bidder provided account number on the Bid Form?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>NOT DISQUALIFIED FROM BIDDING</b> <a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp">http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp</a>	
Is the Bidder listed on the "Debarred Contractors List" on the Washington State Department of Labor and Industries website?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Attach printout from website</i>
<a href="http://www.SAM.gov/">http://www.SAM.gov/</a>	
Is the Bidder listed on the current debarred or suspended Bidder list available on the U.S. General Services Administration's System for Award Management ("SAM") website?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Attach printout from website</i>
<b>SPECIALITY CONTRACTOR LICENSES</b> <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a>	
<b>Electrical:</b> If required by Chapter 19.28 RCW, does the Subcontractor have an Electrical Contractor's License?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
<b>Elevator:</b> If required by Chapter 70.87 RCW, does the Subcontractor have an Elevator Contractor's License?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
<b>SUBCONTRACTOR CERTIFICATION</b>	
The undersigned is an authorized agent of subcontractor and certifies that the information contained herein is accurate.	
Sign	Date
Print Name & Title	
<b>PRIME CONTRACTOR VERIFICATION</b>	
Sign	Date
Print Name & Title	

# **ATTACHMENT B**

## **WSDOT STANDARD SPECIFICATIONS**

The Standard Specifications for Road, Bridge, and Municipal Construction, published by the Washington State Department of Transportation (<https://www.wsdot.wa.gov/publications/manuals/fulltext/M41-10/SS.pdf>), most recent edition, are incorporated herein by reference ("WSDOT Standard Specifications"), subject to the following modifications:

**A. Division 1 General Requirements is modified as follows:**

**1. In 1-01.3 Definitions:**

**a. Delete the definition for "Award" and replace with:**

Award - The formal decision of the City to execute a Contract through the competitive RFP process.

**b. Delete the definition for "Bid Documents" and replace with:**

RFP Documents - The component parts of the RFP for this Contract published on the Builders Exchange of Washington, Inc., website at <http://www.bxwa.com/>

**c. Delete the definition for "Contract" and replace with:**

Contract - The entire agreement between the parties consisting of the Contract Documents identified in the signed Agreement form.

**d. Delete the definition for "Contract Plans" and replace with:**

Job Order Plans - A publication addressing the work required for an individual Job Order. At the time of the Request for Proposal, Job Order Plans may be included. Job Order Plans may include, but are not limited to, the following: a vicinity map, a summary of quantities, structure notes, signing information, traffic control plans, and detailed drawings.

**e. Delete the definition of "Contract Provisions" and replace with:**

Contract Documents - The component parts of the Contract as defined in the signed Agreement.

**f. Delete the definition of "Proposal Form" and replace with:**

Phase II Cost Proposal Form - The Form provided to Bidders by the City for submittal of a Proposal to the City identifying the Adjustment Factors that are to be applied to the Unit Prices in the Construction Task Catalog.

**g. Add the following definition:**

City - The City of Olympia, Washington.

h. Make the following substitutions:

Where the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard Specifications, they shall be construed to mean "City" or "Owner".

Where the term "State Treasurer" is used in the Standard Specifications, the term shall be construed to mean the City's "Finance Director".

Where the term "Secretary of Transportation" or "District Administrator" are used in the Standard Specifications, the terms shall be construed to mean the duly authorized representative of the City.

Where the term "Contract" is used in the Standard Specifications to describe the Work associated with an individual Project, the term "Contract" shall be replaced with "Job Order."

Where the term "Contract Time" is used to describe the duration associated with an individual project, the term "Contract Time" shall be replaced with "Job Order Completion Time".

Where the term "Contract Sum or Price" is used to describe the value associated with an individual project, the term "Contract Sum or Price" shall be replaced with "Job Order Price."

2. Delete **1-02 Bid Procedures and Conditions** in its entirety.

3. Delete **1-03 Award and Execution of the Contract** in its entirety.

4. In **1-04 Scope of Work:**

a. Delete **1-04.1 Intent of the Contract** in its entirety.

b. Delete **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications and Addenda** in its entirety and replace with:

The Contract Documents are defined in the Agreement. Any inconsistency in the parts of the Contract shall be resolved by following this order of precedence:

1. Job Orders, including Supplemental Job Orders;
2. Agreement for Job Order Contracting - General Construction Services;
3. JOC Supplemental Conditions;
4. Construction Task Catalog®;
5. Technical Specifications;
6. City's Development and Design Standards;
7. City's General Special Provisions (GSPs);
8. WSDOT Standard Specifications, most recent edition, as modified.

c. Delete **1-04.4 Changes** in its entirety.

d. Modify **1-04.5 Procedure and Protest by the Contractor** as follows:

Where the term "change order" is used it shall be construed to mean  
*Job Order Contract – FORMA CONSTRUCTION, INC.*

"Supplemental Job Order."

- e. Delete **1-04.6 Variation in Estimated Quantities** in its entirety.
- 5. Delete **1-08 Prosecution and Progress** in its entirety.
- 6. In **1-09 Measurement and Payment**:
  - a. Delete **1-09.1 Measurement of Quantities** in its entirety.
  - b. Delete **1-09.2 Weighing Equipment** in its entirety.
  - c. Delete **1-09.9 Payments** in its entirety.

B. Divisions 1 through 9 are further modified as follows:

- 1. Divisions 1 through 9 are further modified by the City of Olympia General Special Provisions (GSPs), incorporated herein by reference. .

## **ATTACHMENT C** **GENERAL SPECIAL PROVISIONS**

The City of Olympia's General Special Provisions, which supplement or modify the WSDOT Standard Specifications, are included in this Contract by reference and will be made available on a Job Order by Job Order basis as required.

## **ATTACHMENT D** **DEVELOPMENT AND DESIGN STANDARDS**

The City of Olympia's Development and Design Standards are incorporated herein by reference and are available on the City's website at  
[https://www.olympiawa.gov/services/building\\_permits\\_land\\_use\\_review/engineering\\_design\\_development\\_standards.php#outer-454h](https://www.olympiawa.gov/services/building_permits_land_use_review/engineering_design_development_standards.php#outer-454h)

## **APPENDIX A**

### **STATE PREVAILING WAGE RATES**

Prevailing wages in effect day of bid opening can be found here:

<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

**CITY OF OLYMPIA, WASHINGTON  
AGREEMENT FOR JOB ORDER CONTRACTING  
GENERAL CONSTRUCTION SERVICES**

**THIS AGREEMENT** ("Agreement") is entered into by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (hereinafter, the "City"), and **SAYBR CONTRACTORS, INC.**, a Washington State corporation (hereinafter, the "Contractor"). The City and the Contractor may be referred to collectively as the "Parties."

#### **ARTICLE 1 - SCOPE OF WORK**

The Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described in the Contract Documents.

The Work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non-Prepriced Tasks.

#### **ARTICLE 2 - CONTRACT TIME**

- 2.1 The Base Term of the Contract is two (2) years.
- 2.2 There is one (1) Option Term available. The Option Term may be exercised only by mutual agreement of the Parties. The duration of the Option Term, if exercised, is one year.
- 2.3 The Contractor may withdraw from the Contract on the first anniversary of the Contract upon 90 days prior written notice to the City. Exercising this option to withdraw shall not relieve either party from its obligations with respect to Job Orders issued prior to the effective date of such withdrawal.
- 2.4 All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.
- 2.5 The Contractor shall commence work upon issuance of a Job Order and shall complete the Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.
- 2.6 The City and the Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the Detailed Scope of Work is not completed within the Job Order Completion Times specified in the Job Order, plus any extensions thereof allowed in accordance with the Contract Documents. They also

recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City as outlined below.

At the sole discretion of the City, liquidated damages will be assessed, if at all, on a Job Order- by-Job-Order basis. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, the amount per calendar day specified in following table, Schedule of Liquidated Damages, will be deducted from any money due the Contractor, not as a penalty but as liquidated damages; provided however that due account shall be taken of any adjustment of the Job Order Completion Time as provided for elsewhere in this Contract.

Value of Job Order	Liquidated Damages
\$0 to \$10,000.00	\$100/Day
\$10,000.01 to \$50,000.00	\$250/Day
\$50,000.01 or Greater	\$500/Day

2.7 In the event the Contractor exercises its right to withdraw pursuant to Section 2.3, the Contractor shall continue to accept and diligently perform Job Orders issued prior to the effective date of withdrawal until final completion, including warranty obligations. The Contractor shall cooperate in good faith with the City to ensure continuity of services and orderly transition, including reasonable assistance in the transfer of records, documentation, and project status information. No withdrawal shall impair the City's right to enforce performance, payment, retainage, warranty, or indemnity obligations arising from Job Orders issued prior to the effective date of withdrawal.

### ARTICLE 3 - CONTRACT PRICE

3.1 The Contract is an indefinite-quantity contract for general construction work and services. The following Contract values are provided:

3.1.1 *Minimum Contract Value:* The minimum dollar amount of Job Orders that the Contractor is guaranteed to receive the opportunity to perform in the Base Term is \$25,000. If, during the Base Term, the City, at no fault of Contractor, fails to issue Job Orders in a total amount that is equal to or greater than the Minimum Contract Value, the City shall pay Contractor an amount equal to the difference between the Minimum Contract Value and the actual total of the Job Orders issued in the Base Term multiplied by thirty percent 30%. The intent of this damage formula is to compensate Contractor for lost overhead and profit. This is Contractor's sole remedy.

3.1.2 *Estimated Contract Value:* The City estimates that the total dollar amount of Job Orders that could be issued to the Contractor in the Base Term is estimated at approximately \$2,000,000. This is an estimate only. The Contractor is not guaranteed to receive this volume of Job Orders. The City

has no obligation to issue Job Orders in excess of the Minimum Contract Value.

- 3.1.3 *Maximum Contract Value:* The City reserves the right to issue up to the maximum dollar amount specified in RCW 39.10.440, currently \$4,000,000 per year.
- 3.1.4 *Maximum Job Order Value:* The maximum dollar amount of any single Job Order is \$500,000 as specified in RCW 39.10.450.
- 3.2 The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® and the following Adjustment Factors:
  - 3.2.1 *Normal Working Hours Adjustment Factor:* 7:00 am to 4:00 pm Monday to Friday, except for City holidays: **1.3250**
  - 3.2.2 *Other Than Normal Working Hours Adjustment Factor:* 4:00 pm to 7:00 am Monday to Friday, and all day Saturday, Sunday and City holidays: **1.3350**
  - 3.2.3 *Secured Facilities, Normal Working Hours Adjustment Factor:* 7:00 am to 4:00 pm Monday to Friday, except for City holidays: **1.3350**
  - 3.2.4 *Secured Facilities, Other Than Normal Working Hours Adjustment Factor:* 4:00 pm to 7:00 am Monday to Friday, and all day Saturday, Sunday and City holidays: **1.3350**
  - 3.2.5 *Non Pre-Priced Tasks:* **1.3250**
- 3.3 The Job Order Price shall be the value of the approved Job Order Price Proposal, which shall be calculated by summing the value of each Pre-priced Task (unit price x quantity x Adjustment factor) plus the value of each Non Pre-priced task.
- 3.4 This Contract is awarded pursuant to a competitive Request for Proposals and based on the Contractor's submitted Adjustment Factors, technical proposal, and evaluation in accordance with RCW 39.10.430–460. The Adjustment Factors established at award are fixed for the duration of the Contract, including any Option Term, and shall be applied consistently to all Job Orders. No modification to Adjustment Factors or pricing methodology shall be permitted except by written amendment executed by the Parties in compliance with applicable law.

## **ARTICLE 4 - PAYMENT PROCEDURES**

- 1.1 Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less, may be paid in one lump sum payment. For all other Job Orders, the City may make partial, monthly payments based on a percentage of the work completed.

- 4.2. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the City concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.
- 4.3. Retainage of 5% shall be withheld until releasable under RCW 60.28. Each Job Order shall be treated as a separate contract for purposes of retainage.
- 4.4. This Contract is subject to prevailing wage. The Contractor shall file prevailing wage intents and affidavits with the Washington State Department of Labor & Industries for each Job Order.

## **ARTICLE 5 - SUBCONTRACTING REQUIREMENT**

At least ninety percent (90%) of the Work contained in each Job Order must be subcontracted to entities other than the Contractor. The Contractor must distribute contracts as equitably as possible among qualified and available subcontractors including minority and woman-owned subcontractors to the extent permitted by law.

## **ARTICLE 6 - CONTRACT DOCUMENTS**

The Contractor shall complete all Work in accordance with the Contract Documents. The Contract Documents, which comprise this entire Job Order Contract ("Contract"), consist of the following:

- 6.1 This Agreement;
- 6.2 JOC Supplemental Conditions;
- 6.3 Job Orders, including Supplemental Job Orders, and related documents, including but not limited to, the Detailed Scope of Work with Drawings and/or Specifications, Request for Proposal, Job Order Price Proposal, Notice to Proceed, submittals, record documents, and all required close-out documentation and warranties;
- 6.4 Construction Task Catalog®;
- 6.5 Technical Specifications;
- 6.6 WSDOT Standard Specifications, most recent edition, as modified;
- 6.7 City's General Provisions (Modifying WSDOT Standard Specifications, Division 1);
- 6.8 City's Special Provisions (Modifying WSDOT Standard Specifications, Divisions 2-9);
- 6.9 City's Development and Design Standards.
- 6.10 In the event of any conflict, ambiguity, or inconsistency among the Contract Documents, the order of precedence shall be as follows:
  - (1) Job Orders, including Supplemental Job Orders;

- (2) This Agreement for Job Order Contracting – General Construction Services;
- (3) JOC Supplemental Conditions;
- (4) Construction Task Catalog®;
- (5) Technical Specifications;
- (6) City Development and Design Standards;
- (7) City General Special Provisions; and
- (8) WSDOT Standard Specifications, as modified.

The more specific provision shall govern over a more general provision.

There are no Contract Documents other than those listed above.

## **ARTICLE 7 - SUBMITTAL OF REQUESTED INFORMATION**

Per RCW 39.10.460, the Contractor, at any time upon request by the City, shall submit the following information:

- 7.1 A list of Job Orders issued;
- 7.2 The value of each Job Order;
- 7.3 A list of the subcontractors hired under each Job Order;
- 7.4 A copy of the intent to pay prevailing wages and the affidavit of wages paid for each Job Order; and
- 7.5 Any other information requested including, but not limited to, cost of each subcontract value per Job Order.
- 7.6 At least quarterly, Contractor shall submit a report to the City detailing total value of work done under contract to date along with subcontract value and participation rates.

## **ARTICLE 8 - MISCELLANEOUS**

- 8.1 **Licenses:** The Contractor must possess an Olympia business registration prior Contract award and continuing throughout the duration of the Contract. Additionally, by executing this Agreement, the Contractor certifies it has all other applicable state and local licenses and has not been debarred from public contracting by either Washington State or the United States Government.
- 8.2 **Taxes:** the Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. All taxes, including applicable State Sales Taxes, are deemed included in the Contractor's invoices.
- 8.3 **Payment and Performance Bond:** The Contractor shall furnish and maintain Payment and Performance Bonds in compliance with RCW 39.08.010. The penal sum of each bond shall be equal to the Maximum Contract Value authorized for the applicable contract term, inclusive of the Base Term and any exercised Option Term, and shall automatically increase if the Contract Maximum is increased by

amendment. Bonds shall remain in full force and effect for all Job Orders issued during the term of the Contract and until all obligations are satisfied.

- 8.4 **Insurance:** The insurance requirements for this Contract are contained in Article 4, Section M, Of the RFP General Conditions. Section 1.07.18 of the WSDOT Standard Specifications, modified as follows: Owners and Contractors Protective (OCP) insurance is not required.
- 8.5 **Indemnification:** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. In the event of liability caused by the concurrent negligence of the City and the Contractor, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under the Industrial Insurance Act, Title 51 RCW, solely for the purposes of effectuating the Contractor's indemnification obligation to the City. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Contract.
- 8.6 **Governing Law and Venue:** This Contract and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement without recourse to any principle of Conflicts of Laws. The Superior Court of Thurston County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Contract, except if jurisdiction lies solely in federal court, in which case the U.S. District Court for Western District of Washington shall be the exclusive venue.
- 8.7 **Compliance with all laws:** The Contractor shall comply with all applicable Federal, State and local non-discrimination laws and regulations, including but not limited to Job Order Contracting laws set forth in RCW 39.10.430-39.10.450. Any direct conflict between this RFP and the Job Order Contracting statutes shall be resolved in favor of the applicable Job Order Contracting statutes.
- 8.8 The insurance requirements set forth in the Request for Proposals, including the RFP General Conditions, are incorporated herein by reference as material terms of this Contract. The Contractor shall maintain all required insurance for the duration of the Contract and for all Job Orders issued thereunder. Failure to maintain required insurance constitutes a material breach of this Contract.

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

**EXECUTED**, this 21 day of January, 2026 for the **CONTRACTOR** by:



Amanda Grindle  
Vice President

**EXECUTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2026 for the **CITY OF OLYMPIA** by:

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Steven J. Burney  
City Manager

Approved as to Form:



Senior Deputy City Attorney

## PUBLIC WORKS PERFORMANCE BOND (Form L)

To City of Olympia, WA  
Bond No. \_\_\_\_\_

The City of Olympia, Washington, (City) has awarded to **SAYBR CONTRACTORS, INC.** (Principal), a contract for the **Job Order Contracting for General Construction Services Program** (Contract) in Olympia, Washington, and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and \_\_\_\_\_ (Surety), a corporation, organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, providing coverage equal to the maximum allowable annual JOC value subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature	Date	Surety Signature	Date
Printed Name		Printed Name	
Title		Title	

Name, address, and telephone of local office/agent of Surety Company are:

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Approved as to form:

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## PUBLIC WORKS PAYMENT BOND (Form M)

To City of Olympia, WA

Bond No. \_\_\_\_\_

The City of Olympia, Washington, (City) has awarded to **SAYBR CONTRACTORS, INC.** (Principal), a contract for the **Job Order Contracting for General Construction Services Program** (Contract) in Olympia, Washington, and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, providing coverage equal to the maximum allowable annual JOC value subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterpart and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

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Principal Signature

Date

Date

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Printed Name

Printed Name

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Title

Title

Name, address, and telephone of local office/agent of Surety Company are:

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Approved as to form:

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City Attorney

Date

# ATTACHMENT A

## JOB ORDER CONTRACTING SUPPLEMENTAL CONDITIONS

### 1. DEFINITIONS

- 1.1. **Adjustment Factor** - A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.
- 1.2. **Award Criteria Figure** - The amount determined in the Award Criteria Figure Calculation section of the Phase II Cost Proposal, which is used for the purposes of determining the lowest Bid.
- 1.3. **Base Term** - The initial period of the Contract and does not include any Option Terms.
- 1.4. **Construction Task Catalog®** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
- 1.5. **Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Job Order.
- 1.6. **Estimated Contract Value** - An estimate of the value of Job Orders that could be issued to the Contractor in the Base Term of the Contract.
- 1.7. **Job Order** - A written order issued by the City, such as a purchase order, requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. A project may consist of one or more Job Orders.
- 1.8. **Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.
- 1.9. **Job Order Price** - The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.
- 1.10. **Job Order Price Proposal** - A price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- 1.11. **Job Order Proposal** - A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractors and Materialmen; (d) Construction schedule; and (e) other requested documents.
- 1.12. **Joint Scope Meeting** - A site meeting to discuss the work before the Detailed Scope of Work is finalized.
- 1.13. **Maximum Contract Value** - The maximum value of Job Orders that the Contractor may receive under this contract.
- 1.14. **Minimum Contract Value** - The minimum value of Job Orders that the Contractor is guaranteed to receive the opportunity to perform in the Base Term of the Contract.
- 1.15. **Non Pre-priced Task** - A task that is not set forth in the Construction Task Catalog®.
- 1.16. **Normal Working Hours (General Facilities)** - Includes the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for City holidays, in facilities deemed as General by the City.
- 1.17. **Normal Working Hours (Secured Facilities)** - Includes the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for City holidays, in facilities deemed as Secured by the City.
- 1.18. **Notice to Proceed** - A written notice issued by the City directing the Contractor to proceed with construction activities to complete the Job Order.
- 1.19. **Option Term** - An additional period of time beyond the Contract Term which extends the termination date of the Contract.

- 1.20. **Other than Normal Working Hours (General Facilities)** - Includes the hours of 4:00 p.m. to 7:00 a.m. Monday through Friday and all day Saturday, Sunday, and City Holidays in facilities deemed as General by the City.
- 1.21. **Other than Normal Working Hours (Secured Facilities)** - Includes the hours of 4:00 p.m. to 7:00 a.m. Monday through Friday and all day Saturday, Sunday, and City Holidays in facilities deemed as Secured by the City.
- 1.22. **Pre-priced Task** - A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®.
- 1.23. **Project** - The collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
- 1.24. **Request for Proposal** - A written request to the Contractor to prepare a Proposal for the Detailed Scope of Work referenced therein.
- 1.25. **Secured Facility** - Facilities deemed Secured by the City. A Secured Facility may include a background check and/or tool inventory
- 1.26. **Supplemental Job Order** - A secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.
- 1.27. **Technical Specifications** – The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 1.28. **Unit Price** - The price published in the Construction Task Catalog® for a specific construction or construction related work task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the Construction Task Catalog®. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.
- 1.29. **Work** - All materials, labor and use of tools, equipment and services necessary by the Contractor and/or Subcontractor to complete the Job Order.

## 2. OWNER

- 2.1. The City shall be entitled to appoint an agent (Owner's Representative) as Project Manager or Inspector who shall see that the development of the Job Order Proposals and performance of the Work is in strict accordance with the Contract Documents on behalf of the City.
- 2.2. All communications from the Contractor shall be through the Owner's Representative or as the City may direct. The City reserves the right to alter this procedure without consent of the Contractor. All communications not in compliance herewith, shall be considered non-binding on the City.
- 2.3. Right to Clean Up: If a dispute arises between the Contractor, Subcontractors, or separate contractors as to the responsibility under their respective Contracts for maintaining the premises and surrounding area free from waste materials and rubbish the City may, but need not, clean up and allocate the cost among those responsible as the City determines to be just.
- 2.4. Right to Accept Imperfect Work: If any part or portions of the Work completed under this Contract is defective and not in accordance with the Contract Documents, the City shall have the right and authority to retain such Work but may issue a Supplemental Job Order as may be equitable and reasonable.
- 2.5. Right to do Adjacent Work: The City reserves the right to perform construction or operations on the site of the Work. In doing this, the City may use its own forces or award separate contracts. Contractor shall hold the City harmless for costs incurred by the City that are payable to a separate contractor because of delays, improperly time activities, or defective construction by the Contractor, unless such costs are incurred due to the sole negligence of the City.
- 2.6. Right to Finish Contractor's Work: If the Contractor defaults or neglects to carry out all or any part of the Work in accordance with the Contract Documents, the City has the right to commence and continue completion of the Work. In such an event, if the City costs to complete the Work

exceeds the remaining balance of the Contract with the Contractor, Contractor shall reimburse the City for such excess costs.

### **3. CONTRACTOR**

- 3.1. Personnel: The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the City and shall have a cell phone at which he or she can be reached at all times.
- 3.2. The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation, or the like, the Contractor shall notify the City of a substitute Superintendent. At all times, the Contractor shall provide at least one Superintendent for every four Job Orders. Whenever, in the sole discretion of the City, the Contractor is not providing a sufficient level of supervision, the City may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all at no cost to the City. In the event the City's personnel are required to provide direction or supervision of the work in the field because the Contractor has not provided sufficient supervision, the Contractor shall reimburse the City \$75 per hour for such effort.
- 3.3. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless a Job Order gives other specific instructions.
- 3.4. Reporting Errors: The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions in Contract Documents or field conditions shall be reported to the City at once.
- 3.5. A Project site may be operational during the Work. The Contractor shall not interfere or hinder City operations. The Contractor shall keep all equipment and materials within designated work areas and out of hallways and doorways. Emergency exit routes shall be maintained at all times.

### **4. CONTRACT MODIFICATIONS**

- 4.1. Changes to the Contract may be accomplished after execution of the Contract and without invalidating the Contract only by written modification signed by the parties.

### **5. CONTRACTOR SELECTION AND AWARD OF INDIVIDUAL JOB ORDERS**

- 5.1. The City may award an individual Job Order to any selected Contractor. Selection of the Contractor and award of the Job Order will be based on one or more of the following criteria:
  - 5.1.1. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
  - 5.1.2. Contractor's responsiveness to the City on Job Orders.
  - 5.1.3. Price, as it relates to the City's independent cost estimate.
  - 5.1.4. Balancing of workload (Job Order dollar volume and construction backlog) among Contractors.
  - 5.1.5. Management of Job Order dollar volume within bonding limitations of the Contractor.
  - 5.1.6. Rotational selection among all Contractors, unless otherwise determined by the City.

- 5.1.7. Other criteria as deemed in the best interest of the City, in its sole discretion.
- 5.1.8. The City shall document the basis for award of each Job Order in accordance with RCW 39.10.450, including consideration of rotation, workload balancing, performance history, and bonding capacity, as applicable. Such documentation shall be retained in the City's project file for audit and public records purposes.

## 6. PROCEDURES FOR DEVELOPING A JOB ORDER

### 6.1. Initiation of a Job Order

- 6.1.1. As the need exists, the City will notify the Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting.
- 6.1.2. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:
  - 6.1.2.1. the general scope of the work;
  - 6.1.2.2. alternatives for performing the work and value engineering;
  - 6.1.2.3. access to the site and protocol for admission;
  - 6.1.2.4. hours of operation;
  - 6.1.2.5. staging area;
  - 6.1.2.6. requirements for catalog cuts, technical data, samples and shop drawings;
  - 6.1.2.7. requirements for professional services, sketches, drawings, and specifications;
  - 6.1.2.8. construction duration;
  - 6.1.2.9. liquidated damages;
  - 6.1.2.10. the presence of hazardous materials;
  - 6.1.2.11. date on which the Job Order Proposal is due.
- 6.1.3. Upon completion of the joint scoping process, the City will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any desired changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the City will issue a Request for Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the City, will be the basis on which the Contractor will develop its Job Order Proposal and the City will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.
- 6.1.4. The City may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the City cannot agree on the quantities required, or for any other reason as determined by the City. In all such cases, the City shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.
- 6.1.5. The Contractor's Job Order Proposal shall include, at a minimum:
  - 6.1.5.1. Job Order Price Proposal;
  - 6.1.5.2. Required drawings or sketches;
  - 6.1.5.3. List of anticipated Subcontractors;
  - 6.1.5.4. Construction schedule;
  - 6.1.5.5. Subcontractor Responsibility Checklist
  - 6.1.5.6. Other requested documents.

6.2. Preparation of the Job Order Price Proposal

- 6.2.1. The Job Order Price shall be the value of the approved Job Order Price Proposal.
- 6.2.2. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Task (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
- 6.2.3. The Contractor will prepare Job Order Price Proposals in accordance with the following:
  - 6.2.3.1. Pre-priced Task: A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®. The Contractor will select the appropriate Pre-priced Tasks, and enter the accurate quantity, and the appropriate Adjustment Factor.
  - 6.2.3.2. Non Pre-priced Task: A task that is not set forth in the Construction Task Catalog®.
    - 6.2.3.2.1. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
      - 6.2.3.2.1.1. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
      - 6.2.3.2.1.2. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The City may require additional quotes and bids if it has determined that the suppliers or subcontractors are not acceptable or if the prices are not reasonable. If three quotes or bids cannot be obtained, the Contractor will provide the reason in writing for the City's approval. If approved, less than three quotes or bids will be allowed.
    - 6.2.3.2.2. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

**6.2.3.2.2.1. For Non Pre-priced Tasks Performed with Contractor's Own Forces:**

A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

B = The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

Total for a Non Pre-priced Tasks performed with Contractor's Own Forces =  $(A+B+C) \times$  Non Pre-priced Adjustment Factor.

**6.2.3.2.2.2. For Non Pre-priced Tasks Performed by Subcontractors:**

If the Non Pre-priced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three Subcontractor Quotes

Total Cost for Non Pre-priced Tasks performed by Subcontractors = D x Non Pre-priced Adjustment Factor.

- 6.2.3.2.3. After a Non Pre-priced Task has been approved by the City, the Unit Price for such task will be established and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
- 6.2.3.2.4. The City's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
- 6.2.4. Whenever, because of trade jurisdiction rules or small quantities, the cost of a Prepriced Task is less than the actual cost of the labor and material to perform such Prepriced Task, the Owner may permit the Contractor to be paid for such Prepriced Task as a Non-Prepriced Task or use Prepriced Tasks for labor and the material component pricing of the Prepriced Task to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or the other work for that trade cannot be scheduled at the same time and the actual cost does not exceed \$1,000.
- 6.2.5. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable.
- 6.2.6. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.
- 6.2.7. The Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.
- 6.2.8. In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.
- 6.2.9. In the event an immediate response is necessary, the Contractor shall be required to follow alternative procedures as established by the Owner. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Detailed Scope of Work, Request for Job Order Proposal, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures to develop a Job Order.
- 6.2.10. For purposes of Using the Construction Task Catalog®, the project site is defined as the exterior perimeter of a building. For work not performed in a building, the project site is defined as the limits of the work area.
- 6.2.11. The Contractor will not be permitted to add labor hours to the Job Order Price Proposal for time associated with ingress procedures and inspections of labor, materials, and or equipment
- 6.2.12. If the Contractor requires clarifications or additional information regarding the Detailed Scope of Work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

### **6.3. Review of the Job Order Proposal and Issuance of the Job Order**

- 6.3.1. The City will evaluate the entire Job Order Price Proposal and compare these with the City's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks, Adjustment Factors, and quantities proposed. All incomplete Job Order Proposals shall be rejected.
- 6.3.2. The Contractor may choose the means and methods of construction; subject however, to the City's right to reject any means and methods proposed by the Contractor that:
  - 6.3.2.1. Will constitute or create a hazard to the work, or to persons or property;
  - 6.3.2.2. Will not produce finished Work in accordance with the terms of the Contract; or
  - 6.3.2.3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
- 6.3.3. The City reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The City also reserves the right not to issue a Job Order if it is determined to be in the best interests of the City. The City may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the City.
- 6.3.4. The Owner may decide not to issue a Job Order under development, may decide to cancel a Job Order or any portion of a Job Order, or cancel a Project or any portion of a Project, for any reason. In such case, the Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to attending the Joint Scope Meeting, preparing or reviewing the Detailed Scope of Work, preparing a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, or reviewing the Job Order Proposal with the Owner may perform such work by other means.
- 6.3.5. By submitting a Job Order Proposal to the City, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the City.
- 6.3.6. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the City and delivered to the Contractor constitutes the City's acceptance of the Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to the Contractor.

6.4. The Contractor shall retain all records related to Job Orders, including pricing support, subcontractor quotes, payrolls, and correspondence, for a minimum of six (6) years following final payment of the applicable Job Order. The City, State Auditor's Office and other authorized entities shall have the right to inspect and audit such records upon reasonable notice.

## **7. CHANGES IN THE WORK**

- 7.1. The City, without invalidating the Job Order, may order changes in the Work by altering, adding to or deducting from the Work, by issuing a Supplemental Job Order.
- 7.2. Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

## **8. PAYMENTS**

- 8.1. The City will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, the City may make partial, monthly payments based on a percentage of the work completed.
- 8.2. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the City concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.
- 8.3. Retainage of 5% shall be withheld until releasable under RCW 60.28.

## **9. ANNUAL UPDATE OF THE CONSTRUCTION TASK CATALOG®**

- 9.1. The Construction Task Catalog® issued with the bid will be in effect for the first year of the Contract.
- 9.2. On the anniversary of the Contract, a new Construction Task Catalog® will be furnished. The new Construction Task Catalog® will be effective for the twelve (12) month period after the anniversary of the effective date of the Contract. The Construction Task Catalogs® that accompany each anniversary shall only apply to Job Orders issued after the effective date of that specific renewal option and shall have no impact on Job Orders issued prior to the effective date of that specific renewal option.
- 9.3. The Adjustment Factors submitted with the Proposal shall be used for the full term of the Contract, plus any Option Terms. On the annual anniversary of the Contract, the Owner shall issue the Contractor a new Construction Task Catalog®. The Contractor will be issued the new Construction Task Catalog® for review prior to accepting new Work. The Contractor shall use the Construction Task Catalog® in effect on the date that the Job Order is issued. However, the Contractor cannot delay the issuance of a Job Order to take advantage of a scheduled update of the Construction Task Catalog®. In that event, the Contractor shall use the Construction Task Catalog® that would have been in effect without the delay.

## **10. COMPUTER REQUIREMENTS**

- 10.1. The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

## **11. GORDIAN JOC SYSTEM LICENSE AND FEE AGREEMENT**

- 11.1. The City selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Information Management System ("JOC IMS"), JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian's General Terms of Use and pay a JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms of the Contract. The JOC System License Fee shall be equal to 1% of the Job Order Price.

**ATTACHMENT A TO JOB ORDER CONTRACTING -SUPPLEMENTAL CONDITIONS**  
**Sample Subcontractor Responsibility Checklist to be Submitted on a**  
**Job Order by Job Order Basis.**

<b>GENERAL INFORMATION</b>	
Project Name:	Project Number:
Subcontractor's Business Name:	City Business Registration Number:  Active? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>SUBCONTRACTOR REGISTRATION</b> <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a>	
License Number:	License Active? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date:	Expiration Date:
<b>UBI/TAX REGISTRATION NUMBER</b> <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
UBI/Tax Registration Number:	Account: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>INDUSTRIAL INSURANCE COVERAGE</b> <a href="https://fortress.wa.gov/lni/crpsi/MainMenu.aspx">https://fortress.wa.gov/lni/crpsi/MainMenu.aspx</a>	
Account Number:	Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>EMPLOYMENT SECURITY DEPARTMENT</b>	
Employment Security Department Number:	
Has Bidder provided account number on the Bid Form?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>NOT DISQUALIFIED FROM BIDDING</b> <a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp">http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp</a>	
Is the Bidder listed on the "Debarred Contractors List" on the Washington State Department of Labor and Industries website?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Attach printout from website</i>
<a href="http://www.SAM.gov/">http://www.SAM.gov/</a>	
Is the Bidder listed on the current debarred or suspended Bidder list available on the U.S. General Services Administration's System for Award Management ("SAM") website?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Attach printout from website</i>
<b>SPECIALITY CONTRACTOR LICENSES</b> <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a>	
<b>Electrical:</b> If required by Chapter 19.28 RCW, does the Subcontractor have an Electrical Contractor's License?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
<b>Elevator:</b> If required by Chapter 70.87 RCW, does the Subcontractor have an Elevator Contractor's License?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
<b>SUBCONTRACTOR CERTIFICATION</b>	
The undersigned is an authorized agent of subcontractor and certifies that the information contained herein is accurate.	
Sign	Date
Print Name & Title	
<b>PRIME CONTRACTOR VERIFICATION</b>	
Sign	Date
Print Name & Title	



# **ATTACHMENT B**

## **WSDOT STANDARD SPECIFICATIONS**

The Standard Specifications for Road, Bridge, and Municipal Construction, published by the Washington State Department of Transportation (<https://www.wsdot.wa.gov/publications/manuals/fulltext/M41-10/SS.pdf>), most recent edition, are incorporated herein by reference ("WSDOT Standard Specifications"), subject to the following modifications:

**A. Division 1 General Requirements is modified as follows:**

**1. In 1-01.3 Definitions:**

**a. Delete the definition for "Award" and replace with:**

Award - The formal decision of the City to execute a Contract through the competitive RFP process.

**b. Delete the definition for "Bid Documents" and replace with:**

RFP Documents - The component parts of the RFP for this Contract published on the Builders Exchange of Washington, Inc., website at <http://www.bxwa.com/>

**c. Delete the definition for "Contract" and replace with:**

Contract - The entire agreement between the parties consisting of the Contract Documents identified in the signed Agreement form.

**d. Delete the definition for "Contract Plans" and replace with:**

Job Order Plans - A publication addressing the work required for an individual Job Order. At the time of the Request for Proposal, Job Order Plans may be included. Job Order Plans may include, but are not limited to, the following: a vicinity map, a summary of quantities, structure notes, signing information, traffic control plans, and detailed drawings.

**e. Delete the definition of "Contract Provisions" and replace with:**

Contract Documents - The component parts of the Contract as defined in the signed Agreement.

**f. Delete the definition of "Proposal Form" and replace with:**

Phase II Cost Proposal Form - The Form provided to Bidders by the City for submittal of a Proposal to the City identifying the Adjustment Factors that are to be applied to the Unit Prices in the Construction Task Catalog.

**g. Add the following definition:**

City - The City of Olympia, Washington.

h. Make the following substitutions:

Where the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard Specifications, they shall be construed to mean "City" or "Owner".

Where the term "State Treasurer" is used in the Standard Specifications, the term shall be construed to mean the City's "Finance Director".

Where the term "Secretary of Transportation" or "District Administrator" are used in the Standard Specifications, the terms shall be construed to mean the duly authorized representative of the City.

Where the term "Contract" is used in the Standard Specifications to describe the Work associated with an individual Project, the term "Contract" shall be replaced with "Job Order."

Where the term "Contract Time" is used to describe the duration associated with an individual project, the term "Contract Time" shall be replaced with "Job Order Completion Time".

Where the term "Contract Sum or Price" is used to describe the value associated with an individual project, the term "Contract Sum or Price" shall be replaced with "Job Order Price."

2. Delete **1-02 Bid Procedures and Conditions** in its entirety.

3. Delete **1-03 Award and Execution of the Contract** in its entirety.

4. In **1-04 Scope of Work:**

a. Delete **1-04.1 Intent of the Contract** in its entirety.

b. Delete **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications and Addenda** in its entirety and replace with:

The Contract Documents are defined in the Agreement. Any inconsistency in the parts of the Contract shall be resolved by following this order of precedence:

1. Job Orders, including Supplemental Job Orders;
2. Agreement for Job Order Contracting - General Construction Services;
3. JOC Supplemental Conditions;
4. Construction Task Catalog®;
5. Technical Specifications;
6. City's Development and Design Standards;
7. City's General Special Provisions (GSPs);
8. WSDOT Standard Specifications, most recent edition, as modified.

c. Delete **1-04.4 Changes** in its entirety.

d. Modify **1-04.5 Procedure and Protest by the Contractor** as follows:

Where the term "change order" is used it shall be construed to mean

"Supplemental Job Order."

- e. Delete **1-04.6 Variation in Estimated Quantities** in its entirety.
5. Delete **1-08 Prosecution and Progress** in its entirety.
6. In **1-09 Measurement and Payment**:
  - a. Delete **1-09.1 Measurement of Quantities** in its entirety.
  - b. Delete **1-09.2 Weighing Equipment** in its entirety.
  - c. Delete **1-09.9 Payments** in its entirety.

B. **Divisions 1 through 9** are further modified as follows:

1. Divisions 1 through 9 are further modified by the City of Olympia General Special Provisions (GSPs), incorporated herein by reference. .

## **ATTACHMENT C** **GENERAL SPECIAL PROVISIONS**

The City of Olympia's General Special Provisions, which supplement or modify the WSDOT Standard Specifications, are included in this Contract by reference and will be made available on a Job Order by Job Order basis as required.

## **ATTACHMENT D** **DEVELOPMENT AND DESIGN STANDARDS**

The City of Olympia's Development and Design Standards are incorporated herein by reference and are available on the City's website at  
[https://www.olympiawa.gov/services/building\\_permits\\_land\\_use\\_review/engineering\\_design\\_development\\_standards.php#outer-454h](https://www.olympiawa.gov/services/building_permits_land_use_review/engineering_design_development_standards.php#outer-454h)



## **APPENDIX A**

### **STATE PREVAILING WAGE RATES**

Prevailing wages in effect day of bid opening can be found here:

<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>



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

## City Council

### Approval of an Ordinance Amending Olympia Municipal Code Related to Development Code Updates to Support Urban Agriculture

**Agenda Date:** 1/13/2026  
**Agenda Item Number:** 4.F  
**File Number:** 26-0015

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

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#### **Title**

Approval of an Ordinance Amending Olympia Municipal Code Related to Development Code Updates to Support Urban Agriculture

#### **Recommended Action**

#### **Committee Recommendation:**

The Land Use and Environment Committee recommends moving to approve on second reading, an Ordinance amending OMC Chapters 18.04 and 18.06 to allow urban agriculture as a permissible use in additional zoning districts, as well as amendments clarifying household pets not considered under agricultural use.

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

Move to approve on second reading, an Ordinance amending OMC Chapters 18.04 and 18.06 to allow urban agriculture as a permissible use in additional zoning districts, as well as amendments clarifying household pets not considered under agricultural use.

#### **Report**

#### **Issue:**

Whether to approve on second reading, an Ordinance amending OMC Chapters 18.04 and 18.06 to allow urban agriculture as a permissible use in additional zoning districts, as well as amendments clarifying household pets not considered under agricultural use.

#### **Staff Contact:**

Casey Schaufler, Associate Planner, Community Planning and Economic Development,  
360.753.8254

Tim Smith, AICP, Director, Community Planning and Economic Development, 360.570.3915

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

Casey Schaufler, Associate Planner, Community Planning & Economic Development

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

The ordinance has changed from first to second reading.

An amendment to the proposed ordinance was made as follows, "~~No more than six pet animals, and no more than three of any species~~, are permitted per dwelling unit." This change is reflected in the second ordinance attached to this staff report.

The subject of the amount of pet animals will be added to the Land Use and Environment Committee work plan for future discussion.

In 2020, the Olympia City Council approved a referral to the Land Use and Environment Committee (LUEC) to review the preservation or mitigation of the loss of farmland. To respond to this referral, the Committee approved convening the Olympia Farmland Work Group. The Work Group initially focused on identifying existing agricultural land within Olympia and its urban growth area. Staff from the Thurston Conservation District completed an analysis combining several data sources. It identified parcels totaling approximately 450 acres of active and potential farmland. The Work Group reported to LUEC in 2021 and 2022, with recommendations for continued work to encourage urban farming in the city.

To carry out some of those recommendations, the City contracted with the Thurston Conservation District for three primary tasks:

1. Expand community gardens,
2. Incentivize urban agriculture and remove barriers in city codes, and
3. Connect private vacant land with potential farmers.

In addition, the Parks, Arts and Recreation Department contracted with a consultant to examine the possibility of an agri-park in Olympia. The consultant's analysis focused on the feasibility of an urban farm park maintained and operated by the City of Olympia. It concluded that "...the City of Olympia lacks the staffing and funding capacity to embark on a full-fledged effort to move [a] farm park forward...[without] increasing staffing capacity to oversee the planning, design and implementation of the project, developing capital and operating funding strategies..."

Additionally, beginning on January 1, 2023 the City of Olympia started an urban agriculture irrigation rate discount program which offers a fifty percent reduction in irrigation water rates for properties with an irrigation meter, with at least fifty percent of land coverage dedicated to agricultural and that is providing food or products for commercial sales, donation to a food bank or for local consumption. To date, five properties are enrolled in the program.

In further support of urban farming, City staff conducted a review of potential barriers to urban agriculture in city codes and presented findings to LUEC in July 2024. The draft ordinance was prepared as a next step and includes code amendments that expand the zoning districts where agriculture is an outright permissible use. This includes community gardens managed and maintained by a group of individuals or a public or not-for profit organization or association; rooftop gardens; vertical agriculture on exterior walls of a building; and hydroponics or other indoor growing methods that are small-scale. Members of LUEC requested that staff clarify concerns regarding whether land use applications would be required for agricultural activities, animal husbandry as an agricultural use, and water accessibility.

The revised proposed ordinance amendments allow agricultural uses as permissible outright and as

a primary use; they previously proposed only as a secondary use. It applies the existing definition of Agriculture in OMC 18.02 to all residential zoning districts, and most commercial zoning districts (excludes Auto Services district). Land use approval would not be required unless a substantial revision to an approved site plan is required, or any new nonresidential or nonagricultural use of land is proposed. A new subsection KK to OMC 18.04 clarifies allowances and enclosures for animals, to include beekeeping, as an agricultural use. The household pet language in both OMC Chapters 18.04 and 18.06 is amended to reflect changes in keeping of animals as an agricultural practice, and to align both sections related to household pets.

In March, 2025 Planning and Public Works staff were asked to respond to water accessibility concerns raised by the LUEC during the committee's July 2024 briefing, including the request to:

- Consider revising the current Urban Agricultural Irrigation Rate Program eligibility requirements to increase the discount rate and to decrease the land coverage requirement,
- Consider the use of fire hydrants as a source of water supply for urban agriculture uses.

**Increase of the discount rate:** Public Works staff are concerned that an increase to the current irrigation rate discount would have impacts on utility revenue, therefore, staff recommend keeping the discount rate at fifty percent. However, in the event an "irrigation meter grant program" is initiated by the City or an outside agency such as the Thurston Conservation District, the Drinking Water Utility would study its ability to provide limited financial support to the program. Offering such a program could increase the number of properties receiving the discount.

**Decrease of the land coverage requirement:** Public Works staff are concerned that revising the land coverage requirement to less than fifty percent could have impacts on utility revenue especially in cases where irrigation water use for food production represents a small portion of the overall irrigation use occurring at a property (e.g. school property with irrigated lawn and limited food production occurring). Additionally, lowering the land coverage requirement could unintentionally open the door to residential customers with large lawns and small areas devoted to food production seeking the irrigation discount. Therefore, staff recommend keeping the land coverage requirement at fifty percent.

**Use of fire hydrants:** Olympia Municipal code addresses the use of fire hydrants for residential and commercial building construction. Occasionally, fire hydrant use is authorized for limited purposes such as short-term irrigation use for City of Olympia construction projects. Therefore, Public Works staff is supportive of the use of fire hydrants for urban agriculture uses, in lieu of an irrigation meter, provided conditions including the following are met:

- The use must be metered and a meter deposit paid.
- Backflow prevention, including testing and ownership of the backflow device is provided by the landowner.
- The use of the fire hydrant would be considered temporary, consistent with the irrigation period of spring through fall.

Additionally, it should be noted that the location of a fire hydrant may not allow for its use as a source of irrigation water if, for example, its use would require a hose or other water conveyance system to cross a public sidewalk, or area used by pedestrians or if the fire hydrant is located across a roadway

from the property requesting its use as a source of irrigation water.

Public Works staff also provided feedback related to environmental factors. Public Works manages noxious weeds regulated by Thurston County, one of which is tansy ragwort due to its high/potentially lethal toxicity to livestock. Due to its wide distribution in the area, the City of Olympia has an agreement with Thurston County to prioritize treatment of this weed within 500' of known sites with livestock. If possible, having a registry of such properties will help City staff prioritize tansy control and keep animals safe.

Livestock is a major contributor of toxic pollution (primarily fecal coliform) in water bodies, which is regulated by Ecology per City National Pollutant Discharge Elimination System (NPDES) stormwater permit and [Total Maximum Daily Load <https://ecology.wa.gov/Water-Shorelines/Water-quality/Water-improvement/Total-Maximum-Daily-Load-process>](https://ecology.wa.gov/Water-Shorelines/Water-quality/Water-improvement/Total-Maximum-Daily-Load-process) (TMDL) policies. It's imperative that urban agriculture uses are consistent with City Critical Areas ordinances to protect streams, wetlands, and other waterbodies from contamination and keep the City in compliance with state law. Understanding this code is more relevant to development, applying a 200' buffer from critical areas for sites with livestock is highly recommended.

The Olympia Planning Commission received a briefing on proposed urban agriculture code amendments on April 7, 2025. Discussion included concerns about nuisance smells from agricultural uses to adjacent properties, setbacks for animal enclosures, and beekeeping practices. A public hearing on proposed amendments for urban agriculture was held on May 5, 2025. No written public comment was received, nor did anyone attend to provide oral testimony. Upon closing the public hearing, Planning Commissioners deliberated on the proposed amendments. Deliberations largely reflected concerns raised at the April 7 briefing. The Planning Commission voted unanimously to recommend approval of the proposed changes with revisions addressing these concerns and are outlined in the attached comment letter.

The Land Use & Environment Committee reviewed the revised urban agriculture amendments at their meeting on May 22, 2025. Committee members concurred with the recommendations from the Planning Commission. One additional change was made under to remove "aesthetic impacts" from the nuisance and welfare enforcement section. Committee members expressed concerns that "aesthetic impacts" was a personally subjective criteria that would present difficulties for Community Planning & Economic Development's Code Enforcement.

Additional changes were made to the "traditional pets" definition following consultation with City legal services.

#### **Climate Analysis:**

The Thurston Climate Action Plan includes a key strategy to support agricultural practices that sequester carbon. Appropriate land management practices have been shown to increase the rate of carbon stored in plants and soils. The goal of the draft ordinance is to encourage urban farming and potentially play a role in offsetting the community's greenhouse gas emissions. Additionally, growing food locally reduces the amount of transportation necessary to deliver it to local community members.

#### **Equity Analysis:**

The Olympia Urban Farmland Work Group's report included analysis of access to local food. It

showed some areas of the city that do not have equitable opportunities to access local food. The draft ordinance encourages urban farming and potentially helps increase access in these areas. While currently the number of landowners participating in the Urban Agricultural Irrigation Rate Discount Program is low, increased participation could disproportionately impact lower income water utility customers as the decrease in revenue from the discount program would need to be offset by an increase in rates from other customers.

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

There is significant interest in urban agriculture in the community. This is reflected in the City of Olympia Comprehensive Plan, Sustainable Thurston Plan and the Regional Climate Adaption and Mitigation Plans.

**Financial Impact:**

The City's contract with the Thurston Conservation District included staff time to conduct a review of potential barriers to urban agriculture as a matching contribution under the contract. Staff time to process the code amendments in the draft ordinance will be covered by the Department's annual budget.

**Options:**

1. Move to approve on second reading, an Ordinance amending OMC Chapters 18.04 and 18.06 to allow urban agriculture as a permissible use in additional zoning districts, as well as amendments clarifying household pets not considered under agricultural use.
2. Approve the ordinance amending OMC Chapters 18.04 and 18.06 to allow urban agriculture as a permissible use in additional zoning districts, as well as amendments clarifying household pets not considered under agricultural use with additional amendments.
3. Do not adopt amendments to OMC Chapters 18.04 and 18.06 to allow urban agriculture as a permissible use in additional zoning districts, as well as amendments clarifying household pets not considered under agricultural use.

**Attachments:**

Ordinance - Second Reading

Ordinance - First Reading

OPC Recommendation Letter

Olympia Farmland Workgroup Policy Recommendations

Urban Farm Park 2024 Feasibility Study Report

Presentation

**Ordinance No. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING TITLE 18, UNIFIED DEVELOPMENT CODE, OF THE OLYMPIA MUNICIPAL CODE, RELATED TO AGRICULTURAL LAND USES**

**WHEREAS**, the City of Olympia Comprehensive Plan Goal GL 25 encourages local food production to increase self-sufficiency, reduce environmental impacts, promote health and the humane treatment of animals, and support the local economy; and

**WHEREAS**, in 2020 the Olympia City Council enacted a referral to an Olympia Farmland Work Group consisting of members from the City of Olympia, Thurston Conservation District, and Community Farmland Trust; and

**WHEREAS**, the Work Group's purpose was to make recommendations to address the loss of urban agriculture and regional farmland, and to increase access to urban agriculture and further the City policy to collaborate with community partners to ensure that everyone in Olympia is within biking or walking distance of a place to grow food; and

**WHEREAS**, the Work Group presented its first phase of analysis to the City Council's Land Use and Environment Committee in July 2021, and the second phase including policy recommendations in July 2022; and

**WHEREAS**, one of the Work Group's policy recommendations is to incentivize urban agriculture and remove barriers in City Code; and

**WHEREAS**, an analysis of the Olympia Unified Development Code (Olympia Municipal Code Title 18) by City staff identified several potential barriers to urban agriculture in parts of the City of Olympia; and

**WHEREAS**, the potential barriers identified included that some zoning districts did not allow agriculture as a permitted use, which also created potential barriers against adding supporting agricultural structures on existing agricultural uses; and

**WHEREAS**, the code amendments to Title 18 are consistent with the Olympia Comprehensive Plan and other chapters of Title 18 OMC; and

**WHEREAS**, the Olympia Planning Commission reviewed these proposed code amendments and held a public hearing on May 5, 2025, and recommended approval of this ordinance with revision; and

**WHEREAS**, the Olympia Land Use and Environment Committee reviewed these proposed code amendments on May 22, 2025, and recommends approval with revision; and

**WHEREAS**, the Attorney General Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property (October 2024) was reviewed and used by the City in objectively evaluating the proposed subarea plan;

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

**Section 1. Amendment of OMC 18.04. Olympia Municipal Code Chapter 18.04.040 Table 4.01 is hereby amended to read as follows:**

**18.04.040 TABLES: Permitted and Conditional Uses**

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
District-Wide Regulations							18.04.060 (N,Q)	18.04.060 (N,Q)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N,BB)		18.04.060 (N)	
<b>1. SINGLE-FAMILY HOUSING</b>															
Accessory Dwelling Units	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(A)
Co-Housing	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(F)
Cottage Housing				P	P	P	P	P	P	P	P	P	P	P	18.04.060(H)
Manufactured/Mobile Home Parks (Rental Spaces)							C	C	C				C		18.04.060(P)
Manufactured Homes	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(O)
Single-family Residences	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Townhouses	P	P		P	P	P	P	P	P	P	P	P	P	P	18.64
Short-Term Rentals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(JJ)
<b>2. MULTIFAMILY HOUSING</b>															
Apartments				P			P	P	P	P	P	P	P	P	18.04.060(N)

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS	
Courtyard Apartments						P										18.04.060(II)
Boarding Homes				P				P	P	P						
Collegiate Greek system residences	P			P				P	P	P						
Dormitories	P			P				P	P	P	P	P		P		
Duplexes - Existing	P	P		P	P	P	P	P	P	P	P	P	P	P	18.04.060(J)	
Duplexes	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Duplexes on Corner Lots	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(HH)	
Triplexes			P	P	P	P	P	P	P	P	P	P		P		
Fourplexes			P		P	P	P	P	P	P	P	P		P		
Sixplexes						P										
Group Homes with 6 or Fewer (or up to 8 with DSHS approval) Clients and Confidential Shelters	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(K)	
Group Homes with 7 or More Clients	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(K)	
Lodging Houses									P	P	P	P		P		
Nursing/Convalescent Homes	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(S)	

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Retirement Homes				P			P	P	P	P	P	C		P	
Transitional Housing, Permanent Supportive Housing	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
<b>3. COMMERCIAL</b>															
Child Day Care Centers		C	C	C	C	C	C	P	P	P	P	P	C	P	18.04.060(D) 18.04.060(AA)
Commercial Printing												P			
Drive-In and Drive-Through Businesses -- Existing												P			18.04.060(J)
Food Stores											P	P		P	18.04.060(AA)
Hardware Stores												P			
Home Occupations (including Adult Day Care, Elder Care Homes, Family Child Care Homes, Short-Term Rentals – Homestays, and Bed & Breakfast Houses)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L)
Hospice Care	C			C			C	C	C	C	C	C		C	18.04.060(M)
Laundries											P	P		P	18.04.060(AA)

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Nursery (Retail and/or Wholesale Sales)	C	C	C	C	C	C	C	C	C	C		C			18.04.060(G)
Offices												P		P	18.04.060(AA)(2)
Personal Services												P			
Pharmacies												P			
Restaurants, without Drive-In and Drive-Through												P			
Servicing of Personal Apparel and Equipment												P			
Specialty Stores												P			
Veterinary Clinics - Existing	P	P		P	P	P							P		18.04.060(J)
Veterinary Clinics	P														
<b>4. ACCESSORY USES</b>															
Accessory Structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(B)
Electric Vehicle Infrastructure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(GG)

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Garage/Yard/Rummage or Other Outdoor Sales	P	P		P	P	P	P	P	P	P	P	P	P	P	5.24
Large Garages			C		C	C	C	C	C	C	C	C	C	C	18.04.060(B)
Residence Rented for Social Event, 7 times or more in 1 year	C	C		C	C	C	C	C	C	C		C	C		
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
<b>5. RECREATIONAL USES</b>															
Community Parks & Playgrounds	C	C	C	C	C	C	C	C	C	C	P	P	C	P	18.04.060(T)
Country Clubs	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Golf Courses		C	C		C	C	C	C	C	C		C			
Neighborhood Parks	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Open Space - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Racing & Performing Pigeons		C	C	C	C	C				C	C		C	C	18.04.060(Y)
Stables, Commercial and Private Existing		C		C	C										18.04.060(J)
Trails - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
<b>6. AGRICULTURAL USES</b>															
Agricultural Uses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	<u>18.04.060.KK</u>
Greenhouses, Bulb Farms	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(G)
<b>7. TEMPORARY USES</b>															
Emergency Housing	P	P	P	P	P	P	P	P	P	P			P		18.04.060(DD)
Emergency Housing Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.50
Model Homes	P	P	P	P	P	P	P	P	P	P			P	P	18.04.060(DD)
Residence Rented for Social Event, 6 times or less in 1 year	P	P	P	P	P	P	P	P	P	P			P	P	18.04.060(DD)
Wireless Communication Facility	P	P		P	P	P	P	P	P	P	P	P	P	P	18.44.060
<b>8. OTHER</b>															
Animals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(C)
Cemeteries		C	C		C	C	C	C	C	C			C		18.04.060(E)
Community Clubhouses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Crisis Intervention	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(I)

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Historic House Museum		C	C	C	C	C	C	C	C	C	C	C	C	C	
Parking Lots and Structures				C							P	P			18.38.220 and .240
Places of Worship	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(U)
Public Facilities	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(V)
Public Facilities - Essential	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(W)
Radio, Television and Other Communication Towers	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.44.100
Schools	C			C	C	C	C	C	C	C	C		C	C	18.04.060(CC)
Social Organizations											P	P		C	
Mineral Extraction - Existing					C		C								18.04.060(J)
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communication Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44
Workshops for Disabled People	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(R)

## LEGEND

P = Permitted Use

C = Conditional Use

R1/5 = Residential - 1 Unit Per 5  
Acres

R 4-8 = Residential 4-8

R-4 = Residential - 4

R-4CB = Residential - 4 Units per Acre

RLI = Residential Low Impact

RM 18 = Residential Multifamily - 18  
24

RM 24 = Residential Multifamily -  
24

MR 7-13 = Mixed Residential 7-13

MR 10-18 = Mixed Residential 10-  
18

RMH = Residential Multifamily High  
Rise

RMU = Residential Mixed Use

MHP = Manufactured Housing Park

UR = Urban Residential

**Section 2. Amendment of OMC 18.04. Olympia Municipal Code Chapter 18.04.060 subsection (C) is hereby amended to read as follows:**

**C. ANIMALS/PETS.**

Pets and other animals are allowed in all residential districts subject to the following requirements:

1. ~~Traditional Pets. No more than a total of three traditional pets, such as dogs and cats, as well as potbelly pigs, four months of age or older, shall be permitted per dwelling unit. Song birds or other traditional pet birds (e.g., parrots) are permitted. The keeping of racing and performing pigeons is permitted as a conditional use. (Traditional pets are defined as a species of animals which can be housebroken, or walked on a leash, or are frequently, but not necessarily, housed within a residence and are neither obnoxious nor a public safety or health threat.)~~
2. ~~Fowl.~~
  - a. ~~Lots one acre or less are allowed up to five ducks or female chickens. Lots greater than one acre are allowed one additional duck or female chicken for every additional one thousand square feet of lot area beyond one acre, up to ten ducks or female chickens.~~
  - b. ~~Chickens and ducks shall be confined within a suitably fenced area large enough for appropriate exercise.~~
  - c. ~~Suitable sanitary structures (coops) shall be provided and must be designed to protect fowl on all sides from weather, predators and to prevent rodents.~~
  - d. ~~Roosters, geese and turkeys are prohibited.~~
3. ~~Other Animals.~~
  - a. ~~Swine, other than potbelly pigs, and non-miniature goats, are prohibited.~~
  - b. ~~Rabbits of breeding age are permitted with the following conditions:~~
    - i. ~~Lots of one quarter acre or less are allowed up to five rabbits.~~
    - ii. ~~Lots greater than one quarter acre are allowed one additional rabbit for every additional one thousand square feet of lot area beyond one quarter acre, up to ten rabbits.~~
    - iii. ~~Rabbits must have a minimum 3.5 square feet of hutch space per rabbit.~~
    - iv. ~~Structures housing rabbits must be designed to protect rabbits on all sides from weather, predators and to prevent other rodents.~~
  - c. ~~Miniature goats, commonly known as pygmy and dwarf, are permitted with the following conditions:~~
    - i. ~~Lots between five thousand square feet and one acre in size are allowed up to two miniature goats.~~
    - ii. ~~Lots greater than one acre are allowed one additional miniature goat for every additional one thousand square feet of lot area beyond one acre, up to six miniature goats.~~
    - iii. ~~Miniature goats shall be confined within a suitably fenced area, large enough for appropriate exercise.~~

- iii. Structures housing miniature goats must be designed to protect them on all sides from weather and predators and to prevent rodents.
- d. The keeping of other agricultural animals, which are not specifically prohibited in this section, is permitted, provided that:
  - i. There shall be no more than one animal per acre, in addition to the permitted animals/pets referenced above; and
  - ii. Such animals shall be confined within a suitably fenced area, large enough for appropriate exercise, which shall be located no closer than fifty feet from any property line; and
  - iii. The keeping of such other animals does not constitute a nuisance or hazard to the peace, health or welfare of the community in general and neighbors in particular.
  - iv. Structures housing such other animals must be designed to protect them on all sides from weather and predators and to prevent rodents.

### C. ANIMALS/PETS.

Animals are allowed in all residential districts subject to the following requirements:

No more than six pet animals are permitted per dwelling unit. Pet animals under four months of age are not subject to, and do not count towards, this limitation on the number of pet animals. Small pet animals, such as small mammals, aquarium fish, reptiles, spiders, and insects, that are kept in enclosures, such as pens, cages, aquariums, and terrariums, within the dwelling unit, are not subject to, and do not count towards, this limitation on the number of pet animals. The keeping of racing and performing pigeons is permitted as a conditional use. "Pet animal" means any animal that has commonly been kept as a pet in family households in the United States, such as dogs, cats, guinea pigs, rabbits, hamsters, and aquarium fish. This term also includes pet birds kept in indoor cages in the dwelling unit, such as canaries, cockatiels, lovebirds, budgerigar parakeets, and parrots. This term excludes exotic animals, wild animals, and farm animals as those terms are defined by the United States Department of Agriculture in 9 Code of Federal Regulations (CFR) 1.1.) All other animals are permitted in residential districts only if the requirements of agricultural uses as provided in 18.04.060 (KK) are met. The keeping of animals other than as permitted in this section is prohibited.

### **Section 3. Amendment of OMC 18.04. Olympia Municipal Code Chapter 18.04.060 is hereby amended to add a new subsection (KK) as follows:**

#### KK. AGRICULTURE.

Agricultural uses, as defined in OMC 18.02.180, are allowed as a primary or accessory use in all zoning districts except Auto Services and Industrial zones, pursuant to the following:

1. Lots two acres in size and larger are allowed one USDA Animal Unit (AU) per acre.
2. Lots one-quarter acre and smaller are allowed up to five ducks or female chickens. Lots between one-quarter acre and one acre are allowed up to nine ducks or female chickens. Lots one acre and larger are allowed up to ten ducks or female chickens plus one additional duck or female chicken for every additional one thousand square feet of lot area up to two acres.
  - a. Chickens and ducks must be confined within a suitably fenced area large enough for appropriate exercise.
  - b. Roosters, geese, peacocks, and other similar loud fowl are prohibited.

3. Rabbits, quail, miniature goats, and turkeys are allowed in addition to the ducks and chickens allowed in subsection (KK)(2) of this section subject to the following restrictions:
  - a. Rabbits. Lots one-quarter acre and smaller are allowed up to five rabbits. Lots between one-quarter acre and one acre are allowed one additional rabbit for every additional one thousand square feet of lot area beyond one-quarter acre, up to ten rabbits. Lots one acre and larger are allowed ten rabbits plus one additional rabbit for every additional one thousand square feet of lot area beyond one acre.
  - b. Female Quail. Lots one-quarter acre and smaller are allowed up to five female quail. Lots between one-quarter acre and one acre are allowed one additional female quail for every additional one thousand square feet of lot area beyond one-quarter acre, up to ten rabbits. Lots one acre and larger are allowed ten female quail plus one additional female quail for every additional one thousand square feet of lot area beyond one acre.
  - c. Miniature Goats. Lots between 5,000 square feet and one acre in size are allowed up to two miniature goats. Lots one acre and larger are allowed one additional miniature goat for every additional 1,000 square feet of lot area beyond one acre, up to six miniature goats.
  - d. Up to four turkeys are allowed on lots at larger than one acre in size.
4. Agricultural animal enclosures, both temporary and permanent, shall must be no less than 10 feet from all property lines and are not permitted in setback areas.
5. Beekeeping is allowed outright as an agricultural use, when registered with the State Department of Agriculture according to provisions of RCW 15.60.021, provided that:
  - a. "Bees" means adult insects, eggs, larvae, pupae, or other immature stages of the species *Apis mellifera*.
  - b. A maximum of four hives, each with only one swarm, are allowed on lots of less than ten thousand square feet.
  - c. Hives may not be located within 25 feet of any lot line, provided this distance may be reduced to 10 feet if strategies are employed to require bees to gain elevation before crossing the property line. This may include elevation changes of eight feet or more above the grade immediately adjacent to the grade of the lot on which the hives are located or behind a solid fence or hedge six feet high parallel to any lot line within 25 feet of a hive and extending at least twenty feet beyond the hive in both directions.
6. Suitable sanitary enclosures (such as coops, barns, and hives) must be provided and must be designed to protect animals on all sides from weather, predators, and to prevent rodents. All animals shall must also be confined within a suitably fenced area large enough for appropriate exercise.
7. The acreage total includes contiguous parcels that are also being utilized by the same agriculture operation. In instances where agricultural uses utilize parcels that are not contiguous, they are to be considered separate uses for the size calculation. For the purposes of this calculation, lots on opposite sides of a public right-of-way are not to be considered contiguous.
8. Fences must meet the requirements listed in OMC Chapter 18.40.

9. The management of agricultural uses under this section shall~~must~~ adhere to the required best management practices (BMPs) and other provisions described in the City of Olympia Drainage Design and Erosion Control Manual. In the event the city has determined the agricultural uses cause a detrimental impact to water quality, additional best management practices may be required, which may include the development of a farm conservation plan, at the direction of the public works director or designee, including cessation of uses, as necessary to restore water quality and protect public health.
10. The keeping of animals for agricultural uses as listed above is allowed provided that the keeping of such other animals does not constitute a nuisance or hazard to the peace, health, or welfare of the community in general and neighbors in particular. Nuisances include:
  - a. Excessive noise.
  - b. Excessive odors from poor care and clean-up of animal waste.
  - c. Pest problems from improper feeding techniques.
  - d. Other issues that are significantly disruptive to the neighborhood or significantly distract from the quality and enjoyment of the neighborhood environment.

**Section 4. Amendment of OMC 18.06. Olympia Municipal Code Chapter 18.06.040 Table 6.01 is hereby amended to read as follows:**

**18.06.040 TABLES: Permitted and Conditional Uses**

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)						18.130.020	
<b>1. EATING &amp; DRINKING ESTABLISHMENTS</b>														
Drinking Establishments			P		P	P	P		C 18.06.060(P)		P	P	P	
Drinking Establishments - Existing		P 18.06.060 (GG)				P								
Restaurants, with drive-in or drive-through			P 18.06.060 (F)(3)								C 18.06.060 (F)(1)	C 18.06.060 (F)(1)	P 18.06.060 (F)(3)	
Restaurants, with drive-in or			P				P 18.06.060(U)					C	P	

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
drive-through, existing														
Restaurants, without drive-in or drive-through	P 18.06. 060 (U)(3)	C	P	P 18.06. 060 (U)(2)	P	P	P 18.06. 060 (U)(1)	P	P	P	P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060(H) H	18.06. 060 (F)(2)							
<b>2. INDUSTRIAL USES</b>														
Industry, Heavy														
Industry, Light			C		P/C 18.06. 060(N)									
On-Site Treatment & Storage Facilities for Hazardous Waste					P 18.06. 060(Q)									
Piers, Wharves, Landings					P									

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Printing, Industrial			C		P/C 18.06.060 (N)									
Publishing		C	C		P		P		C	C				
Warehousing			P		P/C 18.06.060 (AA)		P							
Welding & Fabrication			C		P/C 18.06.060 (N)		P							
Wholesale Sales		C	P		P/C	P		P		P	18.06. 060 (BB)(2)			
Wholesale Products Incidental to Retail Business			P		P	P						P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060(F)(2)	18.06. 060(H) H)	18.06. 060(F)(2)							
<b>3. OFFICE USES (See also)</b>														

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
<b>SERVICES, HEALTH)</b>														
Banks		P	P		P/C 18.06. 060(D)(2)	P 18.06. 060 (D)(2)	P/C 18.06. 060 (D)(2)	P	P	P	P	P 18.06. 060 (D)(1)	P 18.06. 060 (F)(3)	
Business Offices		P	P		P	P	P	P	P	P	P	P	P	
Government Offices		P	P		P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060(F)(2)	18.06. 060(H H)	18.06. 060(F)(2)							
<b>4. RECREATION AND CULTURE</b>														
Art Galleries	P	P	P		P	P	P		P	P	P	P	P	
Auditoriums and Places of Assembly			P		P	P	P					P	P	
Boat Clubs					P	P								
Boating Storage Facilities					P			P						

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Commercial Recreation		C	P		P	P	P	P		C	C	P	P	
Health Fitness Centers and Dance Studios	P	P 18.06.060 (L)	P	P	P	P	P	P	P 18.06.060 (L)	P 18.06. 060(L)	P	P	P	
Libraries	C	C	C	C	P	P	P		P	C	P	P	P	18.04.060(V)
Marinas/Boat Launching Facilities					P 18.06.060 (CC)	P								
Museums		C	P		P	P	P		P	C	C	P	P	18.04.060(V)
Parks, Neighborhood	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)
Parks & Playgrounds, Other	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)
Theaters (Drive-in)			C											
Theaters (No drive-ins)			P		P	P	P			C	P	P		
District-Wide Regulations	18.06. 060(R)				18.06.060 (F)(2)	18.06. 060(H H)	18.06. 060(F)(2)							

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
<b>5. RESIDENTIAL</b>														
Apartments		P	P	P	P	P	P		P	P	P	P	P	
Apartments above ground floor in mixed use development	P	P	P	P	P	P	P		P	P	P	P	P	
Boarding Houses		P	P	P	P	P	P		P	P	P	P	P	
Co-Housing		P	P			P	P			P	P		P	
Collegiate Greek system residence, dormitories		C	P	P	P	P	P		P	C	P	P	P	
Duplexes	P	P	P	P			P		P	P	P		P	
Duplexes on Corner Lots	P	P	P	P			P		P	P	P	P	P	18.04.060 (HH)
Group Homes (6 or less or up to 8 with DSHS approval)	P	P	P 18.06. 060(K)	P	P	P 18.06. 060(K)	P		P	P	P 18.06. 060(K)	P 18.06. 060(K)		18.04.060(K)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Group Homes (7 or more)	C	C	C 18.06. 060(K)	C	C	C	C 18.06. 060(K)		C	C	C	C 18.06. 060(K)	P 18.06. 060(K)	18.04.060(K)
Mobile or Manufactured Homes Park - Existing		C	C	C						C			C	18.04.060(P)
Quarters for Night Watch person/Caretaker					P	P								
Retirement Homes		P	P	P	P	P	P		P	P	P	P	P	
Single-Family Residences	P	P	P	P			P		P	P	P	P	P	
Single Room Occupancy Units		P	P	P	P	P	P		P	P	P	P	P	
Townhouses	P	P	P	P		P	P		P	P	P	P	P	
Triplexes, Fourplexes, and Cottage Housing	-	P		-					-	-	-	-	P	

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Transitional Housing, Permanent Supportive Housing	P	P	P	P	P	P	P		P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060(H H)	18.06.060(F)(2)							
<b>6. RETAIL SALES</b>														
Apparel and Accessory Stores			P		P	P	P					P	P	
Boat Sales and Rentals			P		P	P	P	P					P	
Building Materials, Garden and Farm Supplies	P		P		P	P	P					P	P	
Commercial Greenhouses, Nurseries, Bulb Farms	C	C 18.04.060 (G)	C	C					C		P	P		18.04.060(G)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Electric Vehicle Infrastructure	P	P	P	P	P 18.06.060 (W)	P 18.06. 060 (W)	P 18.06. 060(W)	P	P	P	P	P	P	
Food Stores	P	P 18.06.060 (H)	P		P	P	P		P	P 18.06.060 (H)	P	P	P	
Furniture, Home Furnishings, and Appliances			P		P	P	P				P	P	P	
Gasoline Dispensing Facilities accessory to a permitted use	P 18.06. 060 (W)(4)		P		P 18.06.060 (W)		P 18.06.060 (W)(2)	P			P 18.06.060 (W)	P 18.06. 060 (W)		
Gasoline Dispensing Facility accessory to a permitted use - Existing	P 18.06. 060(W)		P		P 18.06.060 (W)		P 18.06.060 (W)				P 18.06.060 (W)	P 18.06. 060 (W)		
General Merchandise Stores	P	P 18.06.060 (J)	P		P	P	P			P 18.06.060 (J)	P	P	P	

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Mobile, Manufactured, and Modular Housing Sales			P											
Motor Vehicle Sales			P				P	P					P	
Motor Vehicle Supply Stores			P		P	P	P	P		P	P	P		
Office Supplies and Equipment		P 18.06.060 (DD)	P		P	P	P		P 18.06.060 (DD)	P	P	P		18.06.060 (CC)
Pharmacies and Medical Supply Stores	P	P 18.06.060 (EE)	P	P	P	P	P		P 18.06.060 (EE)	P	P	P		18.06.060 (DD)
Specialty Stores	P 18.06. 060 (Y)(3)	P 18.06.060 (Y)(4)	P	C 18.06. 060 (Y)(2)	P	P	P		P 18.06.060 (Y)(4)	P	P 18.06.060 (Y)(1)	P		
District-Wide Regulations	18.06. 060(R)				18.06.060 (F)(2)	18.06. 060 (HH)	18.06.060 (F)(2)							
<b>7. SERVICES, HEALTH</b>														

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Hospitals				P			P		P					
Nursing, Congregate Care, and Convalescence Homes	C	P	C	P			C		C	C	C	P	P	18.04.060(S)
Offices, Medical		P	P	P	P	P	P	P	P	P	P	P	P	
Veterinary Offices/Clinics		P	P	P			P			P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (F)(2)	18.06.060 (HH)							
<b>8. SERVICES, LODGING</b>														
Bed & Breakfast Houses (1 guest room)	P	P 18.06.060 (E)	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)			P	P	P	P	18.04.060(L) (3)(c)
Bed & Breakfast Houses (2 to 5 guest rooms)	C	P 18.06.060 (E)	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)		C	P	P	P	P	18.04.060(L) (3)(c)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Short-Term Rentals – Vacation Rentals	P	P	P	P	P	P	P		P	P	P	P	P	
Hotels/Motels			P	C	P		P		P				P	
Indoor Emergency Shelters, Indoor Emergency Housing			P	C	P		P		P				P	
Lodging Houses		P	P	P	P		P		P	P	P	P	P	
Recreational Vehicle Parks			P										P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (F)(2)	18.06.060 (HH)							
<b>9. SERVICES, PERSONAL</b>														
Adult Day Care Home	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L) (3)(b)
Child Day Care Centers	C	P	P	P	P	P	P		P	P	C	P	P	18.04.060(D)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Crisis Intervention	C	P	C	P			P		C	P	C	C	C	18.04.060(I)
Family Child Care Homes	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Funeral Parlors and Mortuaries		C	P				P			C		P	P	
Laundries and Laundry Pick-up Agencies	P	P	P	P	P	P	P		P 18.06.060 (O)	P 18.06.060 (O)	P 18.06.060 (O)	P	P	
Personal Services	P	P	P	P	P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
<b>10. SERVICES, MISCELLANEOUS</b>														
Auto Rental Agencies			P		P	P	P	P		C	P	P		
Equipment Rental Services, Commercial			P		P		P			P	P	P		

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Equipment Rental Services, Commercial - Existing		P 18.06.060 (FF)												
Ministorage			P				P							
Printing, Commercial	P	P	P		P	P	P		P	P	P	P	P	
Public Facilities (see also Public Facilities, Essential on next page)	C	C	C	C	P	C	P	P	P	C	C	C	C	18.04.060(V)
Radio/T.V. Studios		P	P		P	P	P		P	P	P	P	P	
Recycling Facilities	P	P	P	P	P		P		P	P	P	P	P	18.06.060(V)
School - Colleges and Business, Vocational or Trade Schools		C	P		P	P	P		P	C	C	C	P	18.06.060(X)
Service and Repair Shops			P				P	P			P	P		

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Service Stations/Car Washes			P				P 18.06.060 (W)	P				P 18.06.060 (W)	P 18.06. 060 (W)	
Service Stations/Car Washes - Existing			P		P 18.06.060 (W)		P 18.06.060 (W)				P	P 18.06.060 (W)	P 18.06. 060 (W)	
Servicing of Personal Apparel and Equipment	P	P	P		P	P	P			P	P	P	P	
Truck, Trailer, and Recreational Vehicle Rentals			P					P						
Workshops for Disabled People	C	C	C	C	P	C	P		C	C	C	C	C	18.04.060(R)
District-Wide Regulations	18.06. 060(R)				18.06.060 (F)(2)	18.06. 060 (HH)	18.06.060 (F)(2)							
<b>11. PUBLIC FACILITIES, ESSENTIAL</b>														
Airports			C									C		18.06.060(G)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Inpatient Facilities		C	C	C 18.06.060(G)	C		C		C	C	C	P	P	18.06.060(G) 18.04.060(K)
Jails			C		C		C		C				C	18.06.060(G)
Mental Health Facilities			C	C 18.06.060(G)	C		C						C	18.06.060(G) 18.04.060(K)
Other Correctional Facilities		C	C	C 18.06.060(G)	C	C	C		C	C	C	C	C	18.06.060(G)
Other facilities as designated by the Washington State Office of Financial Management, except prisons and solid waste handling facilities		C	C		C		C			C	C	C	C	18.06.060(G)
Radio/TV and Other Communication	C	C	C	C	C	C	C	C	C	C	C	C	C	18.06.060(G) 18.44.100

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Towers and Antennas														
Sewage Treatment Facilities	C	C	C	C	P		P		C	C	C	C	C	18.06.060(G) 18.04.060(X)
State Education Facilities		C	C		C		C		C	C	C	C	C	18.06.060(G) 18.06.060(X)
State or Regional Transportation Facilities	C	C	C	C	C	C	C		C	C	C	C	C	18.06.060(G)
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
<b>12. TEMPORARY USES</b>														
Entertainment Events			P		P	P	P						P	
Off Site Contractor Offices	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(D D)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Emergency Housing	P	P	P	P	P			P	P	P	P	P	P	18.04.060(D D)
Emergency Housing Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	18.50
Fireworks, as determined by Fire Dept.			P		P	P	P				P	P	P	9.48.160
Mobile Sidewalk Vendors		P	P	P	P	P	P			P	P	P	P	
Parking Lot Sales			P		P	P	P	P			P	P	P	
Residences Rented for Social Event (6 or less in 1 year)	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(D D)
Residences Rented for Social Event (7 or more in 1 year)	C	C	C	C	C	C	C		C	C	C	C	C	
Temporary Surface Parking Lot		P	P		P	P	P		P					

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (F)(2)	18.06.060 (HH)							
<b>13. OTHER USES</b>														
Accessory Structures/Uses	P	P	P	P	P	P	P	P	P	P	P	P	P	
Adult Oriented Businesses			P										P	18.06.060(B)
Agriculture	P	P	P	P	P	P	P		P	P	P	P	P	<u>18.04.060.KK</u>
Animals	P	P	P	P	P	P	P		P	P	P	P	P	18.06.060(C)
Cemeteries	C	C	C	C					C	C	C		C	
Conference Center			P		P	P	P						P	
Gambling Establishments			C											
Garage/Yard/Rummage and Other Outdoor Sales	P	P	P	P	P	P	P		P	P	P	P	P	5.24

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Home Occupations	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Parking Facility, Commercial		P	P		P	P	P 18.06.060 (S)			P	P	P 18.06.060 (S)	P	18.04.060(V)
Places of Worship	C	C	P	C	P	P	P		C	C	C	P	P	18.04.060(U)
Racing Pigeons	C	C	C	C					C	C	C	C	C	18.04.060(Y)
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
Schools	C	C	P	C	C	C	C		C	C	C	P	P	18.04.060(CC)
Social Organizations		P	P		P	P	P		P/C 18.06.060(I)	P	P	P	P	
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communications Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44

<b>LEGEND</b>			
P = Permitted Use	PO/RM = Professional Office/Residential Multifamily	GC = General Commercial	HDC-1=High Density Corridor-1
MS = Medical Services		UW = Urban Waterfront	HDC-2=High Density Corridor-2
DB = Downtown Business	AS=Auto Services	UW-H = Urban Waterfront-Housing	HDC-3=High Density Corridor-3
C = Conditional Use	NR = Neighborhood Retail	CSH = Commercial Services-High Density	HDC-4=High Density Corridor-4

**Section 5. Amendment of OMC 18.06. Olympia Municipal Code Chapter 18.06.060 subsection (C) is hereby amended to read as follows:**

C. Animals. All Commercial Districts:

1. ~~Quantity. No more than three (3) pets, such as dogs, cats, hens, and untraditional pets (e.g., potbelly pigs and rabbits), four (4) months of age or older, shall be permitted per dwelling unit. (Traditional pets are defined as a species of animals which can be house-broken, or walked on a leash, or are frequently, but not necessarily, housed within a residence and are neither obnoxious nor a public safety or health threat.)~~
2. ~~Birds. Song birds or other traditional pet birds (e.g., parrots) are permitted. Fowl, such as roosters, ducks and geese, are prohibited. [NOTE: The keeping of racing and performing pigeons is permitted as a conditional use.]~~
3. ~~Other Animals. Swine, other than potbelly pigs, and goats are prohibited. The keeping of other animals and pets, which are not specifically prohibited in this section is permitted, provided that:~~
  - a. ~~There shall be no more than one (1) animal per acre, in addition to those animals/pets permitted in Subsection C.1 above; and~~
  - b. ~~Such animals shall be confined within a suitably fenced area which shall be located no closer than fifty (50) feet from any property line; and~~
  - c. ~~The keeping of such animals does not constitute a nuisance or hazard to the peace, health or welfare of the community in general and neighbors in particular.~~

C. ANIMALS/PETS.

Animals are allowed in all commercial districts subject to the following requirements:

No more than six pet animals are permitted per dwelling unit. Pet animals under four months of age are not subject to, and do not count towards, this limitation on the number of pet animals. Small pet animals, such as small mammals, aquarium fish, reptiles, spiders, and insects, that are kept in enclosures, such as pens, cages, aquariums, and terrariums, within the dwelling unit, are not subject to, and do not count towards, this limitation on the number of pet animals. The keeping of racing and performing pigeons is permitted as a conditional use. ("Pet animal" means any animal that has commonly been kept as a pet in family households in the United States, such as dogs, cats, guinea pigs, rabbits, hamsters, and aquarium fish. This term also includes pet birds kept in indoor cages in the dwelling unit, such as canaries, cockatiels, lovebirds, budgerigar parakeets, and parrots. This term excludes exotic animals, wild animals, and farm animals as those terms are defined by the United States Department of Agriculture in 9 Code of Federal Regulations (CFR) 1.1.) All other animals are permitted in commercial districts only if the requirements of agricultural uses as provided in 18.04.060 (KK) are met. The keeping of animals other than as permitted in this section is prohibited.

**Section 6. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

**Section 7. Severability.** 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 is unaffected.

**Section 8. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 9. Effective Date.** This Ordinance takes effect on March 2, 2026.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

Michael M. Young  
SENIOR DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

**Ordinance No. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING TITLE 18, UNIFIED DEVELOPMENT CODE, OF THE OLYMPIA MUNICIPAL CODE, RELATED TO AGRICULTURAL LAND USES**

**WHEREAS**, the City of Olympia Comprehensive Plan Goal GL 25 encourages local food production to increase self-sufficiency, reduce environmental impacts, promote health and the humane treatment of animals, and support the local economy; and

**WHEREAS**, in 2020 the Olympia City Council enacted a referral to an Olympia Farmland Work Group consisting of members from the City of Olympia, Thurston Conservation District, and Community Farmland Trust; and

**WHEREAS**, the Work Group's purpose was to make recommendations to address the loss of urban agriculture and regional farmland, and to increase access to urban agriculture and further the City policy to collaborate with community partners to ensure that everyone in Olympia is within biking or walking distance of a place to grow food; and

**WHEREAS**, the Work Group presented its first phase of analysis to the City Council's Land Use and Environment Committee in July 2021, and the second phase including policy recommendations in July 2022; and

**WHEREAS**, one of the Work Group's policy recommendations is to incentivize urban agriculture and remove barriers in City Code; and

**WHEREAS**, an analysis of the Olympia Unified Development Code (Olympia Municipal Code Title 18) by City staff identified several potential barriers to urban agriculture in parts of the City of Olympia; and

**WHEREAS**, the potential barriers identified included that some zoning districts did not allow agriculture as a permitted use, which also created potential barriers against adding supporting agricultural structures on existing agricultural uses; and

**WHEREAS**, the code amendments to Title 18 are consistent with the Olympia Comprehensive Plan and other chapters of Title 18 OMC; and

**WHEREAS**, the Olympia Planning Commission reviewed these proposed code amendments and held a public hearing on May 5, 2025, and recommended approval of this ordinance with revision; and

**WHEREAS**, the Olympia Land Use and Environment Committee reviewed these proposed code amendments on May 22, 2025, and recommends approval with revision; and

**WHEREAS**, the Attorney General Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property (October 2024) was reviewed and used by the City in objectively evaluating the proposed subarea plan;

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

**Section 1. Amendment of OMC 18.04. Olympia Municipal Code Chapter 18.04.040 Table 4.01 is hereby amended to read as follows:**

**18.04.040 TABLES: Permitted and Conditional Uses**

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
District-Wide Regulations							18.04.060 (N,Q)	18.04.060 (N,Q)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N,BB)		18.04.060 (N)	
<b>1. SINGLE-FAMILY HOUSING</b>															
Accessory Dwelling Units	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(A)
Co-Housing	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(F)
Cottage Housing				P	P	P	P	P	P	P	P	P	P	P	18.04.060(H)
Manufactured/Mobile Home Parks (Rental Spaces)							C	C	C				C		18.04.060(P)
Manufactured Homes	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(O)
Single-family Residences	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Townhouses	P	P		P	P	P	P	P	P	P	P	P	P	P	18.64
Short-Term Rentals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(JJ)
<b>2. MULTIFAMILY HOUSING</b>															
Apartments				P			P	P	P	P	P	P	P	P	18.04.060(N)

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS	
Courtyard Apartments						P										18.04.060(II)
Boarding Homes				P				P	P	P						
Collegiate Greek system residences	P			P				P	P	P						
Dormitories	P			P				P	P	P	P	P		P		
Duplexes - Existing	P	P		P	P	P	P	P	P	P	P	P	P	P	18.04.060(J)	
Duplexes	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Duplexes on Corner Lots	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(HH)	
Triplexes			P	P	P	P	P	P	P	P	P	P		P		
Fourplexes			P		P	P	P	P	P	P	P	P		P		
Sixplexes						P										
Group Homes with 6 or Fewer (or up to 8 with DSHS approval) Clients and Confidential Shelters	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(K)	
Group Homes with 7 or More Clients	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(K)	
Lodging Houses									P	P	P	P		P		
Nursing/Convalescent Homes	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(S)	

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Retirement Homes				P			P	P	P	P	P	C		P	
Transitional Housing, Permanent Supportive Housing	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
<b>3. COMMERCIAL</b>															
Child Day Care Centers		C	C	C	C	C	C	P	P	P	P	P	C	P	18.04.060(D) 18.04.060(AA)
Commercial Printing												P			
Drive-In and Drive-Through Businesses -- Existing												P			18.04.060(J)
Food Stores											P	P		P	18.04.060(AA)
Hardware Stores												P			
Home Occupations (including Adult Day Care, Elder Care Homes, Family Child Care Homes, Short-Term Rentals – Homestays, and Bed & Breakfast Houses)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L)
Hospice Care	C			C			C	C	C	C	C	C		C	18.04.060(M)
Laundries											P	P		P	18.04.060(AA)

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Nursery (Retail and/or Wholesale Sales)	C	C	C	C	C	C	C	C	C	C		C			18.04.060(G)
Offices												P		P	18.04.060(AA)(2)
Personal Services												P			
Pharmacies												P			
Restaurants, without Drive-In and Drive-Through												P			
Servicing of Personal Apparel and Equipment												P			
Specialty Stores												P			
Veterinary Clinics - Existing	P	P		P	P	P							P		18.04.060(J)
Veterinary Clinics	P														
<b>4. ACCESSORY USES</b>															
Accessory Structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(B)
Electric Vehicle Infrastructure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(GG)

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Garage/Yard/Rummage or Other Outdoor Sales	P	P		P	P	P	P	P	P	P	P	P	P	P	5.24
Large Garages			C		C	C	C	C	C	C	C	C	C	C	18.04.060(B)
Residence Rented for Social Event, 7 times or more in 1 year	C	C		C	C	C	C	C	C	C		C	C		
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
<b>5. RECREATIONAL USES</b>															
Community Parks & Playgrounds	C	C	C	C	C	C	C	C	C	C	P	P	C	P	18.04.060(T)
Country Clubs	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Golf Courses		C	C		C	C	C	C	C	C		C			
Neighborhood Parks	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Open Space - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Racing & Performing Pigeons		C	C	C	C	C				C	C		C	C	18.04.060(Y)
Stables, Commercial and Private Existing		C		C	C										18.04.060(J)
Trails - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
<b>6. AGRICULTURAL USES</b>															
Agricultural Uses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	<u>18.04.060.KK</u>
Greenhouses, Bulb Farms	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(G)
<b>7. TEMPORARY USES</b>															
Emergency Housing	P	P	P	P	P	P	P	P	P	P			P		18.04.060(DD)
Emergency Housing Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.50
Model Homes	P	P	P	P	P	P	P	P	P	P	P		P	P	18.04.060(DD)
Residence Rented for Social Event, 6 times or less in 1 year	P	P	P	P	P	P	P	P	P	P	P		P	P	18.04.060(DD)
Wireless Communication Facility	P	P		P	P	P	P	P	P	P	P	P	P	P	18.44.060
<b>8. OTHER</b>															
Animals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(C)
Cemeteries		C	C		C	C	C	C	C	C			C		18.04.060(E)
Community Clubhouses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Crisis Intervention	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(I)

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Historic House Museum		C	C	C	C	C	C	C	C	C	C	C	C	C	
Parking Lots and Structures				C							P	P			18.38.220 and .240
Places of Worship	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(U)
Public Facilities	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(V)
Public Facilities - Essential	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(W)
Radio, Television and Other Communication Towers	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.44.100
Schools	C			C	C	C	C	C	C	C	C		C	C	18.04.060(CC)
Social Organizations											P	P		C	
Mineral Extraction - Existing					C		C								18.04.060(J)
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communication Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44
Workshops for Disabled People	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(R)

## LEGEND

P = Permitted Use

C = Conditional Use

R1/5 = Residential - 1 Unit Per 5  
Acres

R 4-8 = Residential 4-8

R-4 = Residential - 4

R-4CB = Residential - 4 Units per Acre

RLI = Residential Low Impact

RM 18 = Residential Multifamily - 18  
24

RM 24 = Residential Multifamily -  
24

MR 7-13 = Mixed Residential 7-13

MR 10-18 = Mixed Residential 10-  
18

RMH = Residential Multifamily High  
Rise

RMU = Residential Mixed Use

MHP = Manufactured Housing Park

UR = Urban Residential

**Section 2. Amendment of OMC 18.04. Olympia Municipal Code Chapter 18.04.060 subsection (C) is hereby amended to read as follows:**

**C. ANIMALS/PETS.**

Pets and other animals are allowed in all residential districts subject to the following requirements:

1. ~~Traditional Pets. No more than a total of three traditional pets, such as dogs and cats, as well as potbelly pigs, four months of age or older, shall be permitted per dwelling unit. Song birds or other traditional pet birds (e.g., parrots) are permitted. The keeping of racing and performing pigeons is permitted as a conditional use. (Traditional pets are defined as a species of animals which can be housebroken, or walked on a leash, or are frequently, but not necessarily, housed within a residence and are neither obnoxious nor a public safety or health threat.)~~
2. ~~Fowl.~~
  - a. ~~Lots one acre or less are allowed up to five ducks or female chickens. Lots greater than one acre are allowed one additional duck or female chicken for every additional one thousand square feet of lot area beyond one acre, up to ten ducks or female chickens.~~
  - b. ~~Chickens and ducks shall be confined within a suitably fenced area large enough for appropriate exercise.~~
  - c. ~~Suitable sanitary structures (coops) shall be provided and must be designed to protect fowl on all sides from weather, predators and to prevent rodents.~~
  - d. ~~Roosters, geese and turkeys are prohibited.~~
3. ~~Other Animals.~~
  - a. ~~Swine, other than potbelly pigs, and non-miniature goats, are prohibited.~~
  - b. ~~Rabbits of breeding age are permitted with the following conditions:~~
    - i. ~~Lots of one quarter acre or less are allowed up to five rabbits.~~
    - ii. ~~Lots greater than one quarter acre are allowed one additional rabbit for every additional one thousand square feet of lot area beyond one quarter acre, up to ten rabbits.~~
    - iii. ~~Rabbits must have a minimum 3.5 square feet of hutch space per rabbit.~~
    - iv. ~~Structures housing rabbits must be designed to protect rabbits on all sides from weather, predators and to prevent other rodents.~~
  - c. ~~Miniature goats, commonly known as pygmy and dwarf, are permitted with the following conditions:~~
    - i. ~~Lots between five thousand square feet and one acre in size are allowed up to two miniature goats.~~
    - ii. ~~Lots greater than one acre are allowed one additional miniature goat for every additional one thousand square feet of lot area beyond one acre, up to six miniature goats.~~
    - iii. ~~Miniature goats shall be confined within a suitably fenced area, large enough for appropriate exercise.~~

- iii. Structures housing miniature goats must be designed to protect them on all sides from weather and predators and to prevent rodents.
- d. The keeping of other agricultural animals, which are not specifically prohibited in this section, is permitted, provided that:
  - i. There shall be no more than one animal per acre, in addition to the permitted animals/pets referenced above; and
  - ii. Such animals shall be confined within a suitably fenced area, large enough for appropriate exercise, which shall be located no closer than fifty feet from any property line; and
  - iii. The keeping of such other animals does not constitute a nuisance or hazard to the peace, health or welfare of the community in general and neighbors in particular.
  - iv. Structures housing such other animals must be designed to protect them on all sides from weather and predators and to prevent rodents.

### C. ANIMALS/PETS.

Animals are allowed in all residential districts subject to the following requirements:

No more than six pet animals, and no more than three of any species, are permitted per dwelling unit. Pet animals under four months of age are not subject to, and do not count towards, this limitation on the number of pet animals. Small pet animals, such as small mammals, aquarium fish, reptiles, spiders, and insects, that are kept in enclosures, such as pens, cages, aquariums, and terrariums, within the dwelling unit, are not subject to, and do not count towards, this limitation on the number of pet animals. The keeping of racing and performing pigeons is permitted as a conditional use. "Pet animal" means any animal that has commonly been kept as a pet in family households in the United States, such as dogs, cats, guinea pigs, rabbits, hamsters, and aquarium fish. This term also includes pet birds kept in indoor cages in the dwelling unit, such as canaries, cockatiels, lovebirds, budgerigar parakeets, and parrots. This term excludes exotic animals, wild animals, and farm animals as those terms are defined by the United States Department of Agriculture in 9 Code of Federal Regulations (CFR) 1.1.) All other animals are permitted in residential districts only if the requirements of agricultural uses as provided in 18.04.060 (KK) are met. The keeping of animals other than as permitted in this section is prohibited.

**Section 3. Amendment of OMC 18.04. Olympia Municipal Code Chapter 18.04.060 is hereby amended to add a new subsection (KK) as follows:**

### KK. AGRICULTURE.

Agricultural uses, as defined in OMC 18.02.180, are allowed as a primary or accessory use in all zoning districts except Auto Services and Industrial zones, pursuant to the following:

1. Lots two acres in size and larger are allowed one USDA Animal Unit (AU) per acre.
2. Lots one-quarter acre and smaller are allowed up to five ducks or female chickens. Lots between one-quarter acre and one acre are allowed up to nine ducks or female chickens. Lots one acre and larger are allowed up to ten ducks or female chickens plus one additional duck or female chicken for every additional one thousand square feet of lot area up to two acres.
  - a. Chickens and ducks must be confined within a suitably fenced area large enough for appropriate exercise.
  - b. Roosters, geese, peacocks, and other similar loud fowl are prohibited.

3. Rabbits, quail, miniature goats, and turkeys are allowed in addition to the ducks and chickens allowed in subsection (KK)(2) of this section subject to the following restrictions:
  - a. Rabbits. Lots one-quarter acre and smaller are allowed up to five rabbits. Lots between one-quarter acre and one acre are allowed one additional rabbit for every additional one thousand square feet of lot area beyond one-quarter acre, up to ten rabbits. Lots one acre and larger are allowed ten rabbits plus one additional rabbit for every additional one thousand square feet of lot area beyond one acre.
  - b. Female Quail. Lots one-quarter acre and smaller are allowed up to five female quail. Lots between one-quarter acre and one acre are allowed one additional female quail for every additional one thousand square feet of lot area beyond one-quarter acre, up to ten rabbits. Lots one acre and larger are allowed ten female quail plus one additional female quail for every additional one thousand square feet of lot area beyond one acre.
  - c. Miniature Goats. Lots between 5,000 square feet and one acre in size are allowed up to two miniature goats. Lots one acre and larger are allowed one additional miniature goat for every additional 1,000 square feet of lot area beyond one acre, up to six miniature goats.
  - d. Up to four turkeys are allowed on lots at larger than one acre in size.
4. Agricultural animal enclosures, both temporary and permanent, shall must be no less than 10 feet from all property lines and are not permitted in setback areas.
5. Beekeeping is allowed outright as an agricultural use, when registered with the State Department of Agriculture according to provisions of RCW 15.60.021, provided that:
  - a. "Bees" means adult insects, eggs, larvae, pupae, or other immature stages of the species *Apis mellifera*.
  - b. A maximum of four hives, each with only one swarm, are allowed on lots of less than ten thousand square feet.
  - c. Hives may not be located within 25 feet of any lot line, provided this distance may be reduced to 10 feet if strategies are employed to require bees to gain elevation before crossing the property line. This may include elevation changes of eight feet or more above the grade immediately adjacent to the grade of the lot on which the hives are located or behind a solid fence or hedge six feet high parallel to any lot line within 25 feet of a hive and extending at least twenty feet beyond the hive in both directions.
6. Suitable sanitary enclosures (such as coops, barns, and hives) must be provided and must be designed to protect animals on all sides from weather, predators, and to prevent rodents. All animals shall must also be confined within a suitably fenced area large enough for appropriate exercise.
7. The acreage total includes contiguous parcels that are also being utilized by the same agriculture operation. In instances where agricultural uses utilize parcels that are not contiguous, they are to be considered separate uses for the size calculation. For the purposes of this calculation, lots on opposite sides of a public right-of-way are not to be considered contiguous.
8. Fences must meet the requirements listed in OMC Chapter 18.40.

9. The management of agricultural uses under this section shall~~must~~ adhere to the required best management practices (BMPs) and other provisions described in the City of Olympia Drainage Design and Erosion Control Manual. In the event the city has determined the agricultural uses cause a detrimental impact to water quality, additional best management practices may be required, which may include the development of a farm conservation plan, at the direction of the public works director or designee, including cessation of uses, as necessary to restore water quality and protect public health.
10. The keeping of animals for agricultural uses as listed above is allowed provided that the keeping of such other animals does not constitute a nuisance or hazard to the peace, health, or welfare of the community in general and neighbors in particular. Nuisances include:
  - a. Excessive noise.
  - b. Excessive odors from poor care and clean-up of animal waste.
  - c. Pest problems from improper feeding techniques.
  - d. Other issues that are significantly disruptive to the neighborhood or significantly distract from the quality and enjoyment of the neighborhood environment.

**Section 4. Amendment of OMC 18.06. Olympia Municipal Code Chapter 18.06.040 Table 6.01 is hereby amended to read as follows:**

**18.06.040 TABLES: Permitted and Conditional Uses**

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)						18.130.020	
<b>1. EATING &amp; DRINKING ESTABLISHMENTS</b>														
Drinking Establishments			P		P	P	P		C 18.06.060(P)		P	P	P	
Drinking Establishments - Existing		P 18.06.060 (GG)				P								
Restaurants, with drive-in or drive-through			P 18.06.060 (F)(3)								C 18.06.060 (F)(1)	C 18.06.060 (F)(1)	P 18.06.060 (F)(3)	
Restaurants, with drive-in or			P				P 18.06.060(U)					C	P	

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
drive-through, existing														
Restaurants, without drive-in or drive-through	P 18.06. 060 (U)(3)	C	P	P 18.06. 060 (U)(2)	P	P	P 18.06. 060 (U)(1)	P	P	P	P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060(H) H	18.06. 060 (F)(2)							
<b>2. INDUSTRIAL USES</b>														
Industry, Heavy														
Industry, Light			C		P/C 18.06. 060(N)									
On-Site Treatment & Storage Facilities for Hazardous Waste						P 18.06. 060(Q)								
Piers, Wharves, Landings					P									

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Printing, Industrial			C		P/C 18.06.060 (N)									
Publishing		C	C		P		P		C	C				
Warehousing			P		P/C 18.06.060 (AA)		P							
Welding & Fabrication			C		P/C 18.06.060 (N)		P							
Wholesale Sales		C	P		P/C	P		P		P	18.06. 060 (BB)(2)			
Wholesale Products Incidental to Retail Business			P		P	P						P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060(F)(2)	18.06. 060(H) H)	18.06. 060(F)(2)							
<b>3. OFFICE USES (See also)</b>														

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
<b>SERVICES, HEALTH)</b>														
Banks		P	P		P/C 18.06. 060(D)(2)	P 18.06. 060 (D)(2)	P/C 18.06. 060 (D)(2)	P	P	P	P	P 18.06. 060 (D)(1)	P 18.06. 060 (F)(3)	
Business Offices		P	P		P	P	P	P	P	P	P	P	P	
Government Offices		P	P		P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060(F)(2)	18.06. 060(H H)	18.06. 060(F)(2)							
<b>4. RECREATION AND CULTURE</b>														
Art Galleries	P	P	P		P	P	P		P	P	P	P	P	
Auditoriums and Places of Assembly			P		P	P	P					P	P	
Boat Clubs					P	P								
Boating Storage Facilities					P			P						

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Commercial Recreation		C	P		P	P	P	P		C	C	P	P	
Health Fitness Centers and Dance Studios	P	P 18.06.060 (L)	P	P	P	P	P	P	P 18.06.060 (L)	P 18.06. 060(L)	P	P	P	
Libraries	C	C	C	C	P	P	P		P	C	P	P	P	18.04.060(V)
Marinas/Boat Launching Facilities					P 18.06.060 (CC)	P								
Museums		C	P		P	P	P		P	C	C	P	P	18.04.060(V)
Parks, Neighborhood	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)
Parks & Playgrounds, Other	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)
Theaters (Drive-in)			C											
Theaters (No drive-ins)			P		P	P	P			C	P	P		
District-Wide Regulations	18.06. 060(R)				18.06.060 (F)(2)	18.06. 060(H H)	18.06. 060(F)(2)							

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
<b>5. RESIDENTIAL</b>														
Apartments		P	P	P	P	P	P		P	P	P	P	P	
Apartments above ground floor in mixed use development	P	P	P	P	P	P	P		P	P	P	P	P	
Boarding Houses		P	P	P	P	P	P		P	P	P	P	P	
Co-Housing		P	P			P	P			P	P		P	
Collegiate Greek system residence, dormitories		C	P	P	P	P	P		P	C	P	P	P	
Duplexes	P	P	P	P			P		P	P	P		P	
Duplexes on Corner Lots	P	P	P	P			P		P	P	P	P	P	18.04.060 (HH)
Group Homes (6 or less or up to 8 with DSHS approval)	P	P	P 18.06. 060(K)	P	P	P 18.06. 060(K)	P		P	P	P 18.06. 060(K)	P 18.06. 060(K)		18.04.060(K)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Group Homes (7 or more)	C	C	C 18.06. 060(K)	C	C	C	C 18.06. 060(K)		C	C	C	C 18.06. 060(K)	P 18.06. 060(K)	18.04.060(K)
Mobile or Manufactured Homes Park - Existing		C	C	C						C			C	18.04.060(P)
Quarters for Night Watch person/Caretaker					P	P								
Retirement Homes		P	P	P	P	P	P		P	P	P	P	P	
Single-Family Residences	P	P	P	P			P		P	P	P	P	P	
Single Room Occupancy Units		P	P	P	P	P	P		P	P	P	P	P	
Townhouses	P	P	P	P		P	P		P	P	P	P	P	
Triplexes, Fourplexes, and Cottage Housing	-	P		-					-	-	-	-	P	

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Transitional Housing, Permanent Supportive Housing	P	P	P	P	P	P	P		P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060(F)(2)	18.06.060(H)	18.06.060(F)(2)							
<b>6. RETAIL SALES</b>														
Apparel and Accessory Stores			P		P	P	P					P	P	
Boat Sales and Rentals			P		P	P	P	P					P	
Building Materials, Garden and Farm Supplies	P		P		P	P	P					P	P	
Commercial Greenhouses, Nurseries, Bulb Farms	C	C 18.04.060(G)	C	C					C		P	P		18.04.060(G)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Electric Vehicle Infrastructure	P	P	P	P	P 18.06.060 (W)	P 18.06. 060 (W)	P 18.06. 060(W)	P	P	P	P	P	P	
Food Stores	P	P 18.06.060 (H)	P		P	P	P		P	P 18.06.060 (H)	P	P	P	
Furniture, Home Furnishings, and Appliances			P		P	P	P				P	P	P	
Gasoline Dispensing Facilities accessory to a permitted use	P 18.06. 060 (W)(4)		P		P 18.06.060 (W)		P 18.06.060 (W)(2)	P			P 18.06.060 (W)	P 18.06. 060 (W)		
Gasoline Dispensing Facility accessory to a permitted use - Existing	P 18.06. 060(W)		P		P 18.06.060 (W)		P 18.06.060 (W)				P 18.06.060 (W)	P 18.06. 060 (W)		
General Merchandise Stores	P	P 18.06.060 (J)	P		P	P	P			P 18.06.060 (J)	P	P	P	

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Mobile, Manufactured, and Modular Housing Sales			P											
Motor Vehicle Sales			P				P	P					P	
Motor Vehicle Supply Stores			P		P	P	P	P		P	P	P		
Office Supplies and Equipment		P 18.06.060 (DD)	P		P	P	P		P 18.06.060 (DD)	P	P	P		18.06.060 (CC)
Pharmacies and Medical Supply Stores	P	P 18.06.060 (EE)	P	P	P	P	P		P 18.06.060 (EE)	P	P	P		18.06.060 (DD)
Specialty Stores	P 18.06. 060 (Y)(3)	P 18.06.060 (Y)(4)	P	C 18.06. 060 (Y)(2)	P	P	P		P 18.06.060 (Y)(4)	P	P 18.06.060 (Y)(1)	P		
District-Wide Regulations	18.06. 060(R)				18.06.060 (F)(2)	18.06. 060 (HH)	18.06.060 (F)(2)							
<b>7. SERVICES, HEALTH</b>														

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Hospitals				P			P		P					
Nursing, Congregate Care, and Convalescence Homes	C	P	C	P			C		C	C	C	P	P	18.04.060(S)
Offices, Medical		P	P	P	P	P	P	P	P	P	P	P	P	
Veterinary Offices/Clinics		P	P	P			P			P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (F)(2)	18.06.060 (HH)							
<b>8. SERVICES, LODGING</b>														
Bed & Breakfast Houses (1 guest room)	P	P 18.06.060 (E)	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)			P	P	P	P	18.04.060(L) (3)(c)
Bed & Breakfast Houses (2 to 5 guest rooms)	C	P 18.06.060 (E)	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)		C	P	P	P	P	18.04.060(L) (3)(c)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Short-Term Rentals – Vacation Rentals	P	P	P	P	P	P	P		P	P	P	P	P	
Hotels/Motels			P	C	P		P		P				P	
Indoor Emergency Shelters, Indoor Emergency Housing			P	C	P		P		P				P	
Lodging Houses		P	P	P	P		P		P	P	P	P	P	
Recreational Vehicle Parks			P										P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (F)(2)	18.06.060 (HH)							
<b>9. SERVICES, PERSONAL</b>														
Adult Day Care Home	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L) (3)(b)
Child Day Care Centers	C	P	P	P	P	P	P		P	P	C	P	P	18.04.060(D)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Crisis Intervention	C	P	C	P			P		C	P	C	C	C	18.04.060(I)
Family Child Care Homes	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Funeral Parlors and Mortuaries		C	P				P			C		P	P	
Laundries and Laundry Pick-up Agencies	P	P	P	P	P	P	P		P 18.06.060 (O)	P 18.06.060 (O)	P 18.06.060 (O)	P	P	
Personal Services	P	P	P	P	P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
<b>10. SERVICES, MISCELLANEOUS</b>														
Auto Rental Agencies			P		P	P	P	P		C	P	P		
Equipment Rental Services, Commercial			P		P		P			P	P	P		

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Equipment Rental Services, Commercial - Existing		P 18.06.060 (FF)												
Ministorage			P				P							
Printing, Commercial	P	P	P		P	P	P		P	P	P	P	P	
Public Facilities (see also Public Facilities, Essential on next page)	C	C	C	C	P	C	P	P	P	C	C	C	C	18.04.060(V)
Radio/T.V. Studios		P	P		P	P	P		P	P	P	P	P	
Recycling Facilities	P	P	P	P	P		P		P	P	P	P	P	18.06.060(V)
School - Colleges and Business, Vocational or Trade Schools		C	P		P	P	P		P	C	C	C	P	18.06.060(X)
Service and Repair Shops			P				P	P			P	P		

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

COMMERCIAL DISTRICT	NR	PO/RM	GC	MS	UW	UW-H	DB	A S	CSH	HDC-1	HDC-2	HDC-3	HDC-4	APPLICABLE REGULATIONS
Service Stations/Car Washes			P				P 18.06.060 (W)	P				P 18.06.060 (W)	P 18.06. 060 (W)	
Service Stations/Car Washes - Existing			P		P 18.06.060 (W)		P 18.06.060 (W)				P	P 18.06.060 (W)	P 18.06. 060 (W)	
Servicing of Personal Apparel and Equipment	P	P	P		P	P	P			P	P	P	P	
Truck, Trailer, and Recreational Vehicle Rentals			P					P						
Workshops for Disabled People	C	C	C	C	P	C	P		C	C	C	C	C	18.04.060(R)
District-Wide Regulations	18.06. 060(R)				18.06.060 (F)(2)	18.06. 060 (HH)	18.06.060 (F)(2)							
<b>11. PUBLIC FACILITIES, ESSENTIAL</b>														
Airports			C									C		18.06.060(G)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Inpatient Facilities		C	C	C 18.06. 060(G)	C		C		C	C	C	P	P	18.06.060(G) 18.04.060(K)
Jails			C		C		C		C				C	18.06.060(G)
Mental Health Facilities			C	C 18.06. 060(G)	C		C						C	18.06.060(G) 18.04.060(K)
Other Correctional Facilities		C	C	C 18.06. 060(G)	C	C	C		C	C	C	C	C	18.06.060(G)
Other facilities as designated by the Washington State Office of Financial Management, except prisons and solid waste handling facilities		C	C		C		C			C	C	C	C	18.06.060(G)
Radio/TV and Other Communication	C	C	C	C	C	C	C	C	C	C	C	C	C	18.06.060(G) 18.44.100

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Towers and Antennas														
Sewage Treatment Facilities	C	C	C	C	P		P		C	C	C	C	C	18.06.060(G) 18.04.060(X)
State Education Facilities		C	C		C		C		C	C	C	C	C	18.06.060(G) 18.06.060(X)
State or Regional Transportation Facilities	C	C	C	C	C	C	C		C	C	C	C	C	18.06.060(G)
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
<b>12. TEMPORARY USES</b>														
Entertainment Events			P		P	P	P						P	
Off Site Contractor Offices	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(D D)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Emergency Housing	P	P	P	P	P			P	P	P	P	P	P	18.04.060(D D)
Emergency Housing Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	18.50
Fireworks, as determined by Fire Dept.			P		P	P	P				P	P	P	9.48.160
Mobile Sidewalk Vendors		P	P	P	P	P	P			P	P	P	P	
Parking Lot Sales			P		P	P	P	P			P	P	P	
Residences Rented for Social Event (6 or less in 1 year)	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(D D)
Residences Rented for Social Event (7 or more in 1 year)	C	C	C	C	C	C	C		C	C	C	C	C	
Temporary Surface Parking Lot		P	P		P	P	P		P					

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (F)(2)	18.06.060 (HH)							
<b>13. OTHER USES</b>														
Accessory Structures/Uses	P	P	P	P	P	P	P	P	P	P	P	P	P	
Adult Oriented Businesses			P										P	18.06.060(B)
Agriculture	P	P	P	P	P	P	P		P	P	P	P	P	<u>18.04.060.KK</u>
Animals	P	P	P	P	P	P	P		P	P	P	P	P	18.06.060(C)
Cemeteries	C	C	C	C					C	C	C		C	
Conference Center			P		P	P	P						P	
Gambling Establishments			C											
Garage/Yard/Rummage and Other Outdoor Sales	P	P	P	P	P	P	P		P	P	P	P	P	5.24

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Home Occupations	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Parking Facility, Commercial		P	P		P	P	P 18.06.060 (S)			P	P	P 18.06.060 (S)	P	18.04.060(V)
Places of Worship	C	C	P	C	P	P	P		C	C	C	P	P	18.04.060(U)
Racing Pigeons	C	C	C	C					C	C	C	C	C	18.04.060(Y)
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
Schools	C	C	P	C	C	C	C		C	C	C	P	P	18.04.060(CC)
Social Organizations		P	P		P	P	P		P/C 18.06.060(I)	P	P	P	P	
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communications Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44

<b>LEGEND</b>			
P = Permitted Use	PO/RM = Professional Office/Residential Multifamily	GC = General Commercial	HDC-1=High Density Corridor-1
MS = Medical Services		UW = Urban Waterfront	HDC-2=High Density Corridor-2
DB = Downtown Business	AS=Auto Services	UW-H = Urban Waterfront-Housing	HDC-3=High Density Corridor-3
C = Conditional Use	NR = Neighborhood Retail	CSH = Commercial Services-High Density	HDC-4=High Density Corridor-4

**Section 5. Amendment of OMC 18.06. Olympia Municipal Code Chapter 18.06.060 subsection (C) is hereby amended to read as follows:**

C. Animals. All Commercial Districts:

1. ~~Quantity. No more than three (3) pets, such as dogs, cats, hens, and untraditional pets (e.g., potbelly pigs and rabbits), four (4) months of age or older, shall be permitted per dwelling unit. (Traditional pets are defined as a species of animals which can be house-broken, or walked on a leash, or are frequently, but not necessarily, housed within a residence and are neither obnoxious nor a public safety or health threat.)~~
2. ~~Birds. Song birds or other traditional pet birds (e.g., parrots) are permitted. Fowl, such as roosters, ducks and geese, are prohibited. [NOTE: The keeping of racing and performing pigeons is permitted as a conditional use.]~~
3. ~~Other Animals. Swine, other than potbelly pigs, and goats are prohibited. The keeping of other animals and pets, which are not specifically prohibited in this section is permitted, provided that:~~
  - a. ~~There shall be no more than one (1) animal per acre, in addition to those animals/pets permitted in Subsection C.1 above; and~~
  - b. ~~Such animals shall be confined within a suitably fenced area which shall be located no closer than fifty (50) feet from any property line; and~~
  - c. ~~The keeping of such animals does not constitute a nuisance or hazard to the peace, health or welfare of the community in general and neighbors in particular.~~

C. ANIMALS/PETS.

Animals are allowed in all commercial districts subject to the following requirements:

No more than six pet animals, and no more than three of any species, are permitted per dwelling unit. Pet animals under four months of age are not subject to, and do not count towards, this limitation on the number of pet animals. Small pet animals, such as small mammals, aquarium fish, reptiles, spiders, and insects, that are kept in enclosures, such as pens, cages, aquariums, and terrariums, within the dwelling unit, are not subject to, and do not count towards, this limitation on the number of pet animals. The keeping of racing and performing pigeons is permitted as a conditional use. ("Pet animal" means any animal that has commonly been kept as a pet in family households in the United States, such as dogs, cats, guinea pigs, rabbits, hamsters, and aquarium fish. This term also includes pet birds kept in indoor cages in the dwelling unit, such as canaries, cockatiels, lovebirds, budgerigar parakeets, and parrots. This term excludes exotic animals, wild animals, and farm animals as those terms are defined by the United States Department of Agriculture in 9 Code of Federal Regulations (CFR) 1.1.) All other animals are permitted in commercial districts only if the requirements of agricultural uses as provided in 18.04.060 (KK) are met. The keeping of animals other than as permitted in this section is prohibited.

**Section 6. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

**Section 7. Severability.** 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 is unaffected.

**Section 8. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 9. Effective Date.** This Ordinance takes effect on March 2, 2026.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

Michael M. Young  
SENIOR DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

## Olympia Planning Commission

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May 7, 2025

Olympia City Council  
PO Box 1967 Olympia  
WA 98507-1967

SUBJECT: Development Code Updates to Support Urban Agriculture

Dear Councilmembers:

The Olympia Planning Commission (OPC) voted unanimously to **recommend with revisions** the adoption of the proposed Development Code Updates to Support Urban Agriculture text amendment ordinance as proposed by staff.

During the OPC public hearing on May 5<sup>th</sup>, the commission received no public comments. The conversation amongst commissioners included determining appropriate setback distances, safety concerns, and finding other best practices. Planning Commissioners found that mirroring language from Thurston County Olympia Urban Growth Area zoning code and the Revised Code of Washington (RCW) would be the easiest way to ensure consistency and enforceability.

As a result of these discussions, the OPC offers the suggestions below for City Council's consideration:

- Hives shall not be located within twenty-five feet of any lot line, provided this distance may be reduced to ten feet if strategies are employed to require bees to gain elevation before crossing the property line. This may include elevation changes of eight feet or more above the grade immediately adjacent to the grade of the lot on which the hives are located or behind a solid fence or hedge six feet high parallel to any lot line within twenty-five feet of a hive and extending at least twenty feet beyond the hive in both directions.
- Specify bees as "Bees" means adult insects, eggs, larvae, pupae, or other immature stages of the species *Apis mellifera*.
- Provide nuisance abatement language
- Research and provide additional best practices for agricultural uses in an urban setting

We commend Olympia community members for their work on this complicated topic, and City staff for their efforts at ensuring consistency with enforceability.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Daniel Garcia".

**Daniel Garcia, Vice Chair**  
**Olympia Planning Commission**

**Enclosure:** OPC Comment Letter re: Development Code Updates to Support Urban Agriculture

# Olympia Farmland Workgroup Policy Recommendations

Land Use and Environment Committee of the Olympia City Council

July 21, 2022

## Workgroup members

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<b>Community Farm Land Trust</b>	Marcie Cleaver, <i>Board President</i>

## Background

The following recommendations were developed to increase access to urban agriculture in Olympia. They build on the first phase of work that resulted from a referral to the Olympia City Council in June 2020 to address the loss of urban agriculture and regional farmland. This work was presented to the Land Use and Environment Committee in July 2021. This second phase of work explored the Comprehensive Plan strategy to “*collaborate with community partners to ensure that everyone within Olympia is within biking or walking distance of a place to grow food.*” The workgroup mapped access to agricultural resources in Olympia, including urban farms, community gardens, and other places to access locally grown food. These recommendations offer strategies to fill the gaps in the local food system.

## Urban agriculture definition

The United States Department of Agriculture (USDA) definition: “Urban agriculture generally refers to the cultivation, processing and distribution of agricultural products in urban and suburban settings, including things like vertical production, warehouse farms, community gardens, rooftop farms, hydroponic, aeroponic, and aquaponic facilities, and other innovations. Urban farmers and gardeners work among diverse populations to expand access to nutritious foods, foster community engagement, provide jobs, educate communities about farming, and expand green spaces.”

## Climate and environmental benefits

Protecting farmland prevents urban sprawl and builds the resilience of the local food system. It is consistent with the Sustainable Thurston Plan and the Thurston Climate Mitigation and Adaptation Plans. It reduces indirect carbon emissions by reducing the need to transport food. It supports the advancement of climate-smart practices by preserving opportunities to adopt farm practices that sequester carbon, among other co-benefits that include improving soil health and water quality, recovering endangered species, and protecting aquifer recharge areas.

## Equity advancement

This work includes a GIS tool that shows the distribution of agricultural resources in Olympia. It includes demographic data such as race and income, as well as areas with sidewalk access. This tool can be used to target resources to create more access to urban farmland, community gardens, and connections to the local food system. Access to new and preserved farmland should prioritize young and beginning farmers, people of color, and veterans.

## Policy Recommendations

### Support Regional Farmland Protection

Be an enthusiastic partner to Thurston County in their work to inventory and designate more agricultural land. Evaluate the Transfer of Development Rights program by consulting with housing developers to understand market conditions, including options to achieve density goals and other potential incentives. Explore opportunities to coordinate through the Thurston Regional Planning Council or with a consultant that works with Olympia, Lacey, and Tumwater.

*Timeframe:* Some work is already taking place through the Neighborhood Centers review process and Capital Mall Triangle subarea plan. An overall look at the TDR program could happen late in 2023 or in 2024, folding it into the Comprehensive Plan periodic update.

### Conduct AgriPark Feasibility Study

Study the opportunities to acquire farmland in the Parks system to be stewarded by community partners as a facility dedicated to agriculture education. This study will be designed to explore partnerships with the Thurston Conservation District, Community Farmland Trust, Olympia School District, and other potential partners. Funding for this study is already included in the Capital Facilities Plan.

*Timeframe:* The AgriPark feasibility study expected to start in late summer.

### Develop a Public Farmland Program

Partner with the Thurston Conservation District (TCD) and their South Sound FarmLink program to establish a public farmland program that will lease city-owned land to producers. Seek funding to develop the program and pilot a project with an initial property to lease to a farmer. An example of a pilot project could be a partnership with the Community Farm Land Trust on the South Bay property owned by the Parks Department. Evaluate options to create a source of dedicated revenue for acquisition, farm development, and maintenance, such as a proposition to voters, a mitigation fee for the loss of agricultural areas, or a level of service standard.

*Timeframe:* Within 6 months, the Parks Department could prepare a lease agreement with the Community Farm Land Trust for the South Bay property. Other elements of this strategy are longer term and will be evaluated once a pilot moves forward.

### Expand Community Gardens

Explore a partnership with TCD to determine needs and interest for new community gardens in underserved areas, identify potential sites on public and private land, and solicit community partners. Connect with the Coalition of Neighborhood Associations to seek opportunities for neighborhood-driven community gardens.

*Timeframe:* After the Land Use and Environment Committee reviews this recommendation, TCD will consult with their Board of Supervisors and develop a cost proposal to be considered for the 2023 budget.

### Incentivize Urban Agriculture and Remove Barriers in City Code

Include community gardens and urban agriculture as an option for meeting low-impact development requirements. Evaluate options for an ordinance, such as allowing community gardens as a Soil and Vegetation Protection Area or in the upper areas of stormwater ponds. Work with TCD to review barriers to urban agriculture in existing city code.

*Timeframe:* Identifying incentives and barriers could be included in the work plan for the Community Planning and Development work plan in late 2023. Development of ordinances depend on the outcome of this work and would take additional time in 2024 to move forward.

### Connect Private Vacant Land with Potential Farmers

Connect the upcoming vacant property registration with TCD South Sound FarmLink program to make connections between landowners and potential farmers. Understand what information would be needed to easily link these two programs, such as the availability of water.

*Timeframe:* The registration program is on its way to City Council for approval in mid-August, and will be in effect 30 days later if approved by Council.

### Include Urban Agriculture and Local Food in the Economic Resiliency Plan

Identify key stakeholders who should speak to the consultant and economic development planners who are developing Olympia's Economic Resiliency Plan.

*Timeframe:* Planning is in progress. Some members of the workgroup have already interviewed or are scheduled to do so.

### Update Comprehensive Plan in Periodic Update

Strengthen urban agriculture and local food policies in Comprehensive Plan update by folding these strategies and upcoming work into the periodic update.

*Timeframe:* The periodic update is due to be completed by June 2025, though the work will begin sooner than that.

### *Existing funding opportunities*

- USDA: Urban Agriculture and Innovative Production - planning and implementation of projects
- USDA: Environmental Quality Incentives Program – financial and technical assistance for farmers
- State Conservation Commission: Sustainable Farms and Fields - advances climate-smart agriculture
- State Conservation Commission: Farmland Protection and Land Access – easement funding
- Recreation and Conservation Office: Washington Wildlife and Recreation Program – easement funding
- Sentinel Landscapes program at Joint Base Lewis McChord



# URBAN FARM PARK

2024 Feasibility Study Report



# Credits

## *Our partners who helped create this feasibility study*

Olympia City Council

Olympia Parks, Arts & Recreation

Paul Simmons, Director

Sylvana Niehuser, Planning and Maintenance Director

Parks & Recreation Advisory Committee

Olympia Arts Commission

Consultants:

AHBL

ECOnorthwest

Carrie Ziegler, Earth Art

Kathryn Gardow, Gardow Consulting

Adam Peterson, Thurston Conservation District

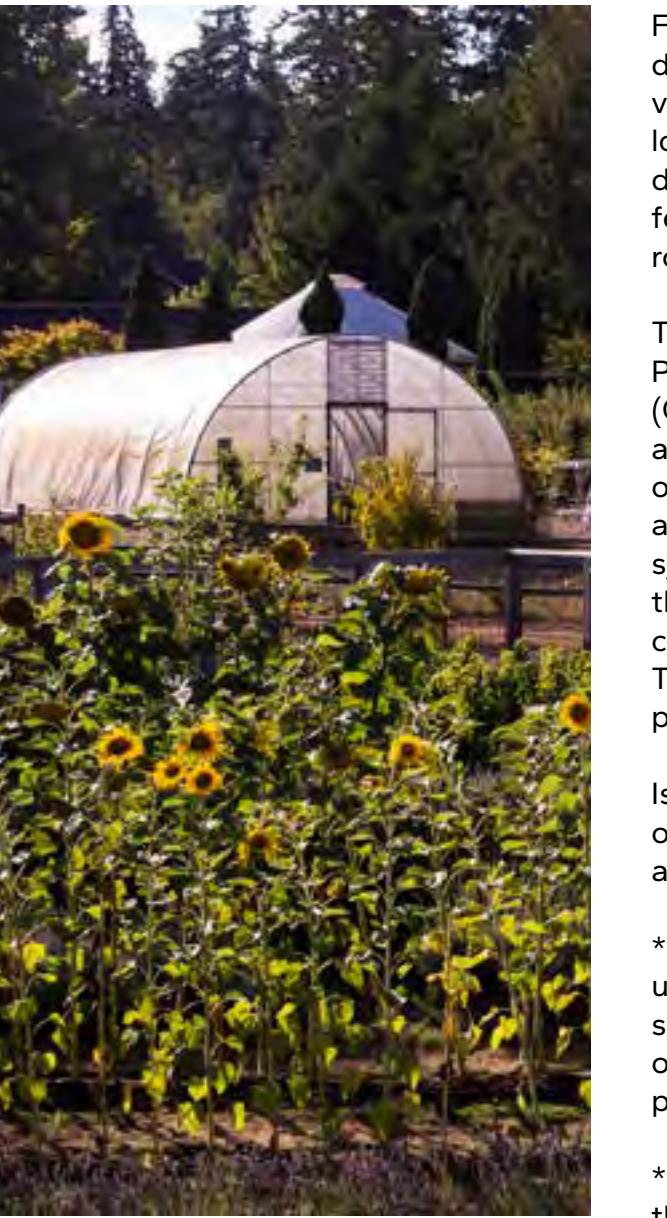


# Table of Contents

<b>Executive Summary</b>		p.4
<b>Introduction</b>		p.9
<b>Community Engagement</b>		p.15
Discovery Workshop		
Stakeholder Interviews		
Arts Walk Tabling		
Public Survey		
Art Visioning Workshop		
Demand Assessment		
<b>Site Design Considerations and Programming</b>		p.29
Location Considerations		
GIS Analysis		
<b>Implementation Options</b>		p.45
Concept Development		
Development and Operating Costs		
<b>Next Steps and Findings</b>		p.67
Concept Development		
Ownership + Potential Partners		
Recommendations		
<b>Appendix</b>		p.79
Case Studies Precedents		
Discovery Workshop Summary		
Stakeholder Interview Summary		
Operation Costs		
Public Survey Results		
Kit of Parts		
Art Vision Guidelines		
Key Findings		

# Executive Summary

## *What our team has accomplished through the feasibility study*



Heyday Farm, Paul Dunn

Farming and food production have deep roots in the Olympia area, and very healthy conditions exist to support local food and farmers. But farmland is disappearing. Farmers are retiring, and fewer new farmers are stepping into the role.

The City of Olympia and the Olympia Parks, Arts, and Recreation Department (OPARD) initiated this feasibility study as an opportunity to explore the possibility of how an Urban Farm Park (part farm and part park) can, as part of the Parks system, provide an opportunity to stem the loss of farmland and farmers, while creating a place to offer recreation. This is a visionary idea with only a few precedents in the region.

Is an Urban Farm Park feasible in the City of Olympia at this moment? The quick answer is no for several reasons:

\*With several major facilities initiatives underway, the City of Olympia lacks the staffing and funding capacity to embark on a full-fledged effort to move the farm park forward.

\* While several organizations emerged that expressed some interest in

partnerships related to the Urban Farm Park, none of the potential partners emerged as being ready to operate the project at this time.

\* Park land is acquired to meet service levels for future population growth and existing needs identified in the Parks Plan. The concept of an Urban Farm Park is relatively new and has not been prioritized in the parks plan.

In the long term, we see the Urban Farm Park as conditionally feasible. Through several avenues of engagement, we found strong community support for the Urban Farm Park concept. To make the farm park a reality, the City will need to take several steps to move the concept forward. This includes increasing staffing capacity to oversee the planning, design and implementation of the project, developing capital and operating funding strategies, securing operating partners, and acquiring a site that meets the vision.

This feasibility report describes the research, engagement, and studies we completed to delve into the feasibility of the Urban Farm Park.



Small Scale Urban Farm Park Visualization



Medium Scale Urban Farm Park Visualization



Large Scale Urban Farm Park Visualization

“A **place for learning** and celebrating the ability of the land to **feed us and restore us**.”

- Anonymous Response from the Urban Farm Park Public Survey Results

## Introduction

# Introduction

## Feasibility Study Background

The idea for an Olympia Urban Farm Park emerged from recommendations to preserve local farmland by the Olympia Farmland Work Group in 2021 and the Land Use and Environment Committee of the Olympia City Council. The Work Group advised adopting a “no net loss” policy to preserve or mitigate the loss of farmland in Olympia and its urban growth area as the City continues to grow.

One recommendation from the working group was to consider creating an Urban Farm Park as a potential solution to provide a publicly owned facility focused on local food and food



Heyday Farm, Paul Dunn

production education. The Olympia Farmland Working Group’s 2022 Policy Recommendations put forth the idea of the Urban Farm Park as a way for the City to acquire and facilitate space that can be stewarded by community partners and dedicated to agriculture education. Partners mentioned included the Thurston Conservation District, Community Farmland Trust, and Olympia School District.

This recommendation aimed to fill gaps in the local food system and provide opportunities for residents interested in access to local food and food production.



Cloud Mountain Farm Center

# Introduction

## Urban Farm Park Defined

### Parks are:

Also, more generally, parks are defined as “a playground, swimming pool, beach, pier, reservoir, golf course or athletic field which is under the control, operation or management of the City, county, state, or federal government.”

### Naming Conventions:

Agriculture, farming, and food production are synonymous with the uses in this feasibility study and the conversation of the urban farm park.

### Agriculture is:

In the OMC, agriculture is defined as “The use of land for farming, dairying, pasturing and grazing, horticulture, floriculture, viticulture, apiaries, animal and poultry husbandry, and accessory activities, including, but not limited to, storage, harvesting, feeding or maintenance of equipment, and onsite sales of agricultural products, but excluding stockyards, slaughtering or commercial food processing.”

### Neighborhood Parks are:

Also defined in the OMC, a neighborhood park is “an area suited for passive and active family activities and play which may include facilities such as picnic tables and shelters, barbecue pits, playground equipment, basketball backboards, small sized playfields, volleyball courts, and tennis courts.”

Neighborhood parks can serve an urban design as well as recreational function and are a feature of neighborhood centers.”

# Introduction

## Feasibility Study Defined

Feasibility studies analyze factors that contribute to the viability of a project to determine whether the project is likely to succeed. Once feasibility is set for a project, it can take many years to implement.

Feasibility studies also identify potential issues and problems that could arise while pursuing the project

and prepare recommendations for project continuation or conditional recommendations if other factors or inputs are needed for project success. This feasibility study aims to better understand the potential viability of an Urban Farm Park with a vision rooted in community needs and sustainable management before the City invests in a potential site acquisition and

project development.

Throughout this study, we explored and engaged with the community to identify necessary factors and components of an Urban Farm Park and identify recommendations for future steps to bring an Urban Farm Park to life in the City of Olympia. We reviewed precedents of existing farms and farm park-like

examples to gather ideas of how this place might take form in Olympia.

Additionally, we worked to incorporate art into the foundation of the ideas of the Urban Farm Park and developed art guidelines for the future place. Lastly, we developed essential elements for consideration during implementation and recommendations for next steps.

# Introduction

## Feasibility Study Timeline: A Breakdown Of The Project By Month



Heyda Farm, Pleasant Hill



Exhibit 1. Summary of Feasibility Timeline

“  
The **people** who use the Urban Farm Park should **determine how they want to govern it.**”  
- Anonymous Response from the Urban Farm Park Public Survey Results



# Community Engagement

## Engagement Takeaways

To ensure that every voice was heard and valued, we approached community engagement in a layered approach.

Recognizing the diverse interests and interactions with agriculture and food production in the Olympia area, we aimed to reach the broadest range of interest, including groups that are lesser known or not traditionally associated with such projects.

Working closely with OPARD, we assembled a list of stakeholders and then expanded it to incorporate other known to be interested groups or individuals.

As our engagement process evolved, we actively sought and added newly discovered interested parties, such as local schools and community organizations, to ensure a comprehensive representation.

We engaged with the community at the individual level through in-person or virtual meetings, workshops, tabling events, and an online survey.

Despite the feasibility study's timeline limiting public engagement, there was a strong sense of general support for the project. If the Urban Farm Park project were to proceed, we would continue to prioritize extensive public engagement.

	DISCOVERY WORKSHOP	STAKEHOLDER INTERVIEWS	POP-UP EVENT TABLING	ART VISIONING WORKSHOP	PUBLIC SURVEY
Date	• July 20, 2023	• Variable Dates	• September 20, 2023 • October 6, 2023	• October 15, 2023	• September 4, 2023 - October 23, 2023
Focus	Programming ideation and community partnership exploration	Understanding potential user needs and future demand	General community feedback and direct in-person accounts	Art element planning and Urban Farm Park vision statements	Overall gauge of community need for urban farming
Themes	<ul style="list-style-type: none"><li>Prioritization of agricultural related needs for the city</li><li>Establishment of initial stakeholder groups and organizational partners</li></ul>	<ul style="list-style-type: none"><li>Past experiences and challenges to the project</li><li>First hand testimonials relating to a potential farm park</li></ul>	<ul style="list-style-type: none"><li>Community project introduction and orientation</li><li>In person engagement and initial project reaction</li></ul>	<ul style="list-style-type: none"><li>Fostering an equitable distribution of public art</li><li>Preferred art elements for the farm park</li></ul>	<ul style="list-style-type: none"><li>Understanding accessibility to urban agriculture</li><li>Visualizing general high level trends relating to the project</li></ul>

Exhibit 2. Summary of Community Engagement

# Community Engagement

## Engagement Takeaways



### Discovery Workshop

Starting with the known stakeholders, we invited them to a workshop-style meeting and asked participants to give their opinions and expertise on the Urban Farm Park. Working through activities allowed the participants to work in small groups and brainstorm as a collective to help envision what the space might look like and what partners might engage with it. The main activity in the discovery workshop focused on developing programming ideas for the Urban Farm Park. The workshop participants were randomly split into three groups and tasked with identifying their top five critical programming priorities. These priorities directly influenced our programming elements within the Kit of Parts. The overarching themes from the workshop are summarized in Exhibit 2, and the full workshop results are summarized in the Appendix - Discovery Workshop Summary.

### Stakeholder Interviews

The stakeholder interviews were conducted in a safe and confidential environment, with questions shared beforehand to allow for thoughtful responses. To ensure equitable access, stipends were offered to interviewees. The intent of the one-on-one or small group meetings was to create a secure space to open up about past experiences and discuss the fundamental challenges to create a new place of shared intent and use at the future urban farm park. These conversations allowed our consultant team to develop rapport and a sense of connection with interviewees. The overarching themes from the interviews are summarized in Exhibit 2, and the full results from the interviews are summarized in Appendix - Stakeholder Interview Summary.

# Community Engagement

## Engagement Takeaways



### Pop-up Event Tabling

Pop-up tabling is a great way to converse face-to-face with many people—residents, visitors, and stakeholders—in a relatively short amount of time. Also, unlike scheduled evening community meetings, pop-up events are inserted into existing community events and offer the possibility of interacting with a wider array of people.

We hosted two well-attended pop-up tabling events for the feasibility study, one at the Olympia Farmers Market and the other at the Olympia Arts Walk. For each event, we assembled informational boards to provide background on the Urban Farm Park project, presented our initial findings for program elements and asked for input on these items. Also, at each event, we interacted with people and asked for their input on their vision for the future Urban Farm Park. Findings from these events are summarized in Exhibit 2.



### Art Visioning Workshop

The art visioning workshop invited community members to discuss the artistic elements of the proposed park. To align with the Olympia Arts Commission criteria, this workshop focused on fostering an equitable distribution of public art within the proposed project.

This workshop also encouraged the discussion of non-traditional public art amenities such as landform arts, interactive arts, and more. Participants self-selected vision statements that resonated with them and split into groups based on preferences. They were then asked to pick their preferred art elements for the possible Urban Farm Park. This workshop and the survey results informed our Urban Farm Park feasibility study and the art guideline recommendations; see Appendix - Art Guidelines.

# Community Engagement

## Engagement Takeaways



### Online Survey

Using the Engage Olympia Urban Farm Feasibility Study page, the online survey was intended to cast a wide-reaching set of questions to seek input. The survey was not designed to be statistically valid but functioned as a questionnaire to seek input from Olympia area residents. The survey hosted on the Engage page was open to anyone who visits the page, and the link was shared through our multiple engagement events using a QR code and on the City of Olympia's social media channels and newsletters.

We utilized the survey tool within the Engage Olympia project page, which was consistent with other city projects and resulted in 218 completed surveys. Major themes from the survey are summarized in Exhibit 2, and the full results are in Appendix - Public Survey Results.

# Community Engagement

## Understanding the Needs of Our Stakeholders

As part of this feasibility study, we endeavored to find the existing and future demand for an Urban Farm Park. This assessment of demand for local food production, agricultural training opportunities, and other activities is intended to help inform potential concepts for the Olympia Urban Farm Park. The assessment is based on qualitative research, including conversations with local stakeholder organizations, community members, operators of similar agricultural education facilities in other cities, and a survey distributed to the broader Olympia-area community.

We evaluated the potential for an Urban Farm Park in Olympia and what it would take for a facility to attract a critical mass of users from agricultural producers and like-minded community members. Exhibit 3 summarizes our findings on interested user groups utilizing the Urban Farm Park.

USER GROUPS	DEMAND CATEGORY	WHAT THEY SEEK	IMPLICATIONS
Emerging farmers and youth seeking to gain farming skills	Highest demand, fewest alternatives	Training programs and land for farming	<ul style="list-style-type: none"> <li>Farming-oriented users may prefer larger sites to accommodate agricultural activities or shared spaces like orchards.</li> </ul>
People with farming knowledge who lack land access	Highest demand, fewest alternatives	Reliable, long-term access to land for community farming or plots	<ul style="list-style-type: none"> <li>Community partners could help to reach this user group.</li> <li>Transportation access without a car is a consideration.</li> <li>A key segment is farmers who want to grow culturally relevant foods.</li> </ul>
General public looking to attend workshops / trainings / field trips	Moderate demand, some alternatives	Cooking/ gardening workshops, climate education, school field trips	<ul style="list-style-type: none"> <li>Many partners may be interested in hosting or partnering on workshops and events.</li> </ul>
General public seeking recreation	Moderate demand, many alternatives	Playgrounds, water features, trails	<ul style="list-style-type: none"> <li>Accessibility by different transportation options in more urban places is important for recreational users.</li> <li>Demand will vary depending on location.</li> </ul>

Exhibit 3. Summary of Potential Urban Farm Park User Groups

# Community Engagement

## What could be the primary uses of the farm park? Who would it serve?

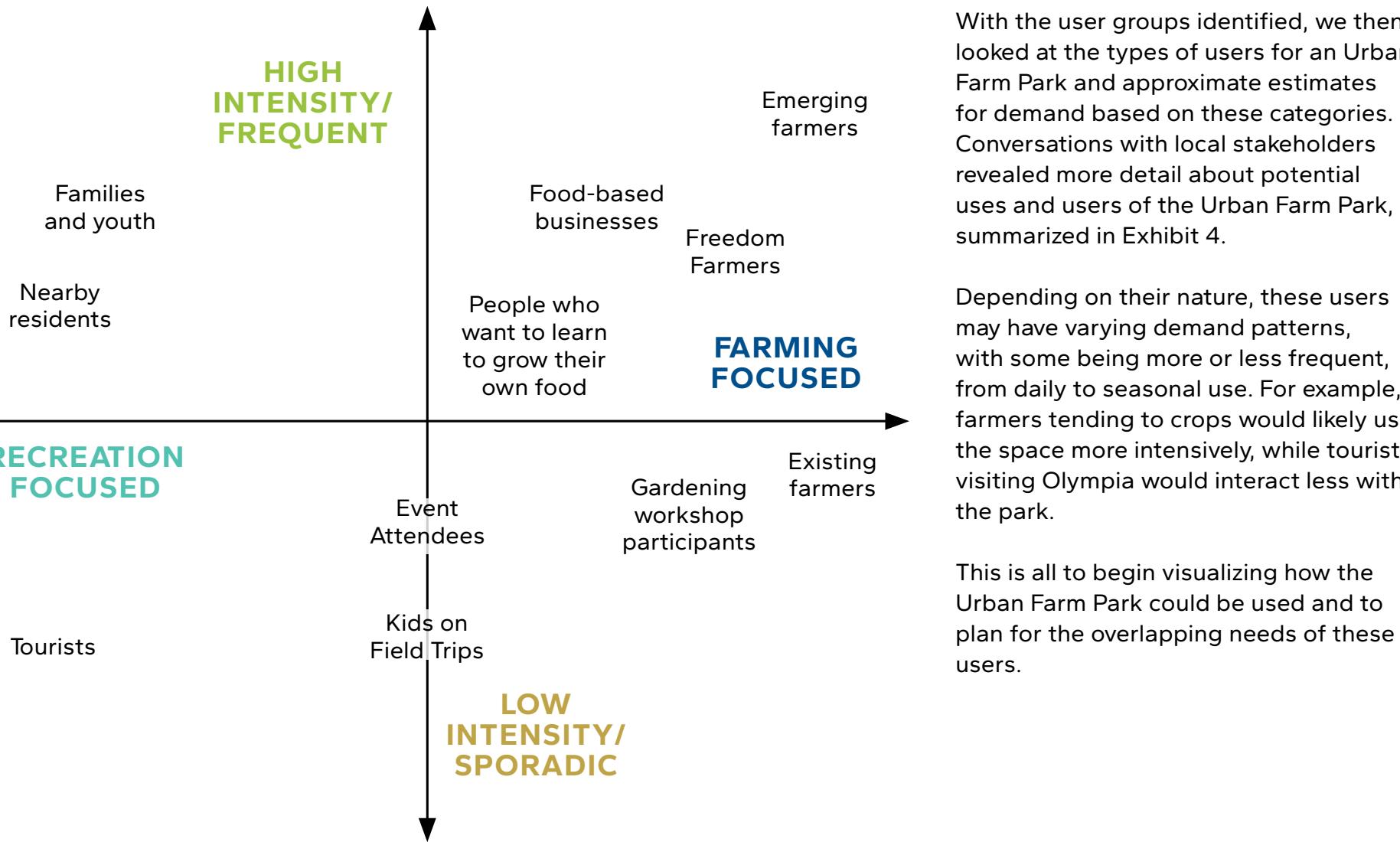


Exhibit 4. Intensity of Potential Urban Farm Park Users

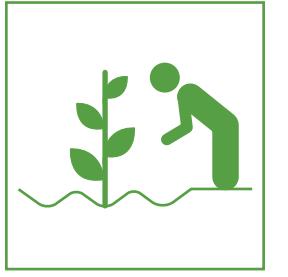
# Community Engagement

*Understanding the Needs of Potential Users*



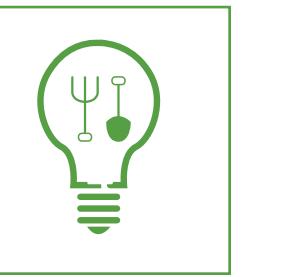
## Farming-Focused Users

Users with community or individual plots tending to crops, soil, or livestock would be present daily or weekly, compared with more recreation-focused users who would vary in their attendance based on distance from the park, seasonality, and family structure. Participants in workshops or agricultural education may visit with similar regularity to recreational users.



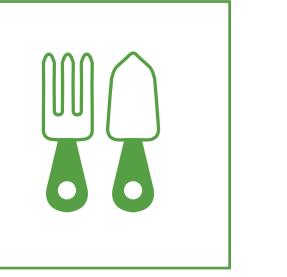
## Community Members Looking to Grow Food

Based on the community survey (results detailed below in the 'Survey Findings' section), nearly 150 respondents out of 218 indicated that community garden space was the most desired amenity by their household, followed by an incubator farm and demonstration garden as the second and third highest choices ([weblink](#))<sup>4</sup>. A 2022 report on Olympia Urban Agriculture from the Thurston Conservation District (TCD) aimed at locating and quantifying agricultural resources in Olympia found areas of limited access to where food could be grown, where local food is produced, and where local food could be accessed ([weblink](#))<sup>5</sup>. This report found that access was limited, particularly in areas with higher shares of BIPOC (Black, Indigenous, and People of Color) and households below median income in northeast and southwest Olympia. A subset of demand will be for new farmers interested in education and agricultural work.



## Youth Programs

The Olympia High School Freedom Farmers program is in high demand, with about 40 students participating. Per our interviews in Summer 2023, more students would participate if additional space were available. If the Urban Farm Park could accommodate these students, it could also host students from other schools to visit approximately two days per week for two- to three-hour blocks. During summer break, youth programs could operate more intensively for interested students.



## Existing Farmers

Olympia has several community farming programs and organizations that foster culturally specific food production. This audience is people with farming skills who need growing space and may use community or individual plots. Partners would likely build these connections with existing farming groups or individuals with skills but need more space.



## Nearby Residents

Beyond farming uses, residents not participating in agriculture would still likely use the park for recreational purposes if it offered playgrounds, trails, picnic tables, or other features. Depending on its location and proximity to residential areas, these users may be less likely to frequent the site.

# Community Engagement

*Understanding the Needs of Potential Users*

# Community Engagement

## *Understanding the Needs of Potential Users*



### Food Based-Businesses

Stakeholder interviews indicated demand for kitchen space from food-based businesses that make value-added products (like jams, sauces, or prepackaged foods) and areas to sell goods like a recurring market. On a seasonal basis, participants of training programs or working in plots might also be interested in using this space. A kitchen space that provides the opportunity for food-centered entrepreneurs is likely to gather interest from these businesses semi-regularly to create value-added products.



### Educational Program/Workshop Participants

More limited participation in farming and gardening could happen through workshops or limited-run programs, which could occur in coordination with existing educational programs, like the Washington State University Extension or GRuB. The audience for these programs ranges from current farmers looking for professional development and training to less frequent users looking for a lower-commitment way to learn more about agriculture and related topics. Results of a community survey (see Appendix - Public Survey Results) show an interest in a wide range of educational topics from climate adaptation to culinary pursuits.



### Event Attendees

An indoor-outdoor event space within the park would be a community asset managed in concert, supporting farm activities differently than farming areas. Depending on the events offered, it could draw in a larger audience. Stakeholders listed several potential events, including art exhibitions, musical performances, and cultural celebrations.



### Field Trips

In addition to recurring student groups, field trips could also use the park for various educational activities. Beyond farming, the survey showed a high interest in climate and sustainability education at the park. Conversations with education professionals indicated that the Urban Farm Park could be a site of interest for these day activities and more recurring educational events.



### Recreation-Focused Users

Users who visit, recreate, and attend events at the site may have different demand patterns than farming-focused users. Catering to a broader cross-section of the community is good policy, broadens the value proposition, and may meet gaps in the level of service goals outlined in the Parks Plan ([weblink](#))<sup>6</sup>.



### Tourists

Out-of-town visitors could be drawn to the farm park as a destination if it were located near other in-demand attractions or hosting events. If the park were in a more rural area away from central Olympia, it would be less likely to have these kinds of users.

If the City wanted to attract more visitors, it could consider pairing the farm park with an agricultural museum (building upon examples like the Central Washington Agricultural Museum.)

# Community Engagement

## Public Engagement Takeaways: Survey Findings

In addition to the needs identified by the Working Group and TCD, the consulting team worked with the City of Olympia to conduct early engagement with the community and key stakeholders, which helped to reveal the potential gaps that an Urban Farm Park could fill in Olympia. This section summarizes the initial feedback and ideas for the Urban Farm Park engagement work and the implications for the demand of different aspects of the Urban Farm Park.

Assessment from the consulting team showed that:

**Educational opportunities should offer different types of training and reach all age groups.** Across all open-response survey questions, the top priority was providing diverse hands-on educational programming and learning opportunities at the Urban Farm Park. In particular, survey respondents most frequently indicated a gap for teens and adults to learn about farming but that there is a need for more opportunities for all age groups. The top three types of educational programs desired included farmer training (chosen by 62% of

respondents), climate adaptation/resiliency classes (59%), and youth education (56%).

**For agricultural-related uses, space for community gardening and farming is in demand.** Community gardening space, an incubator farm, or a demonstration garden were the three highest-ranked choices for Urban Farm Park features, highlighting the importance of agricultural uses. After these uses, a commissary kitchen or public market is the next most desired feature, which could allow users to cook or create and sell value-added products.

**Fostering community participation and benefit is vital to meet the demand for urban farming and locally grown food.** About half of the survey respondents (48%) indicated they already participated in urban farming activities. Of those 112 respondents who did not already participate, 90% were interested but indicated barriers like insufficient time, lack of space, high costs, and travel distance. Similarly, 100 respondents answered about barriers to accessing locally grown food, with the most

frequent reasons being high costs (42%) or not knowing where to buy it (30%). Integrating recreational amenities is

needed to meet community demand and attract visitors to the Urban Farm Park.

**The most popular ideas documented in the survey involved integrating recreational amenities with farming activities,** with the most popular choices being playgrounds, farm animal interactions, public events or festivals, and pop-up markets. The largest share of respondents indicated that they would likely use the park a few times a month (32%) or once a week (28%) if it included their top choices of amenities and programs.

# Community Engagement

## Public Engagement Takeaways: User Guide

	AGRICULTURAL USE AND EDUCATION	RECREATION	STEWARDSHIP
Related Uses	<ul style="list-style-type: none"><li>• Commissary kitchen for value-added products</li><li>• Classroom with kitchen</li><li>• Farmer training</li><li>• Community farming</li><li>• Pop up markets</li><li>• Hub for existing resources</li></ul>	<ul style="list-style-type: none"><li>• Interaction with animals</li><li>• Walking paths with signage</li><li>• Nature playgrounds</li><li>• Event space</li><li>• Public art/music</li><li>• Wildlife viewing</li><li>• Lodging/RV sites</li></ul>	<ul style="list-style-type: none"><li>• Gathering garden</li><li>• Prairie grass restoration</li><li>• Native planting demonstration</li><li>• Climate adaptation and monitoring</li></ul>
Primary Users	<ul style="list-style-type: none"><li>• New and experienced farmers</li><li>• Students participating in ongoing programs</li><li>• Food-based businesses</li></ul>	<ul style="list-style-type: none"><li>• Nearby residents</li><li>• Youth and families</li><li>• Tourists</li><li>• Event attendees</li></ul>	<ul style="list-style-type: none"><li>• Students visiting for field trips</li><li>• Workshop participants</li><li>• Scientists</li></ul>

Exhibit 5. Summary of Potential Use Categories for the Urban Farm Park

“

“Teaching future farmers how to work on large plots of land vs. bringing the community together around farming education. I see the need for it all, but **outdoor community connection is huge.**”

- Anonymous Response from the  
Urban Farm Park Public Survey Results

”



## Site Design Considerations and Programming

# Site Design Considerations and Programming

## Precedent Studies: Existing Farm Park Or Farm Park-Like Projects That Inspire

Several precedent studies helped our team explore how other established farming and recreation-based programs function with different user groups at various site scales.

These precedents demonstrate how partnerships and community collaboration have been combined to develop solid organizations and

### Scale

Precedents that showcase different forms and sizes help visualize the space that this project may fit into

programs. These precedents also show successful strategies that integrate food production and community spaces and provide inspiration for all the things that an Olympia Urban Farm Park could be.

Each precedent study was chosen for its scale, specialized focus, and regional location. After exploring the programs and resources available at an individual

organization, it was categorized as a commissary kitchen, community garden, conservation farm, educational farm, farming-based foundation, or incubator farm.

Summaries of key precedents are shown in Exhibit 6, and the full results from the interviews are summarized in Appendix - Case Studies Precedents.

### Focus

Precedents that have novel attributes can help effectively address community needs

### Regional Location

Precedents that are located in a similar geographic region respond to specific environmental conditions

# Site Design Considerations and Programming

## Summary of Precedent Projects that Inspire

	COMMISSARY KITCHEN	COMMUNITY GARDEN	CONSERVATION FARM	EDUCATIONAL FARM	FARMING BASED FOUNDATION	INCUBATOR FARM
Examples	• Rockwood Market Hall	• Beacon Hill Food Forest • Seattle P-Patches • Olympia Community Gardens	• Rainier Beach Urban Farm & Wetlands • Oxbow Farms • Charlotte's Blueberry Park	• South Whidbey School Farm • Garden Raised Bounty (GRuB) • Freedom Farmers • Evergreen State College Organic Farm	• Feed'em Freedom Farm • Garden Raised Bounty (GRuB) • Black Food Sovereignty Coalition	• Cloud Mountain Farm • Headwaters Farm Collective • Eco City Farms • Zenger Farm • Viva Farms
Scale	Community kitchen for small to medium food preparation	Neighborhood or local community oriented growth space	Variable sized growing spaces specializing in ecological protection and restoration	Small growing area dedicated to a defined user group	Houses programs to make large scale food production change	Specialized farming training on a larger scale
Significance	Commissary kitchens allow for a direct farm to table connection and shared community space	Community gardens provide easily accessible growing opportunities for local residents	Conservation farms protect natural systems and provide integrated food production opportunities	Educational farms teach growing practices and showcase ecological systems to all ages	Organizations cultivate partnerships and provide a multitude of services	Incubator farms provide work force training and skill building relating to food production

Exhibit 6. Summary of Precedent Case Studies

# Site Design Considerations and Programming

## Site Location Considerations

To best serve potential uses of the Urban Farm Park, intentional site selection will require consideration of fundamental tradeoffs like size, location, current zoning, utilities, and other factors.

Depending on the Urban Farm Park's anticipated uses, a smaller or larger size may more appropriately serve intended audiences and provide enough space for farming and recreational activities.

The location of the Urban Farm Park is a critical decision that has implications for implementation – namely, how people will access the site and what types of parcels are available.

**Access:**  
While more rural areas on the edges of the City or in Thurston County provide larger available sites, parcels within more central areas will have better access by bike, foot, and public transportation for populations without access to a private vehicle.

**Jurisdictional Factors:**  
This study assumes that the park would be built within Olympia or the Olympia

Urban Growth Area (UGA). If the site were located in rural Thurston County outside of the Olympia UGA, it is unlikely the City of Olympia would lead the implementation of the park project.

### Site Size:

The size of the Urban Farm Park should be relative to the activities it will support. Size is also an essential determinant in acquisition costs.

The size of a potential Urban Farm Park site could differ depending on the uses that will be hosted. Smaller sites under five acres could support small plots or a shared farming space, while a larger site would be suited to more individual plots or a higher volume of users.

A larger site would also be required for some types of agriculture, like livestock or orchards. Larger sites may have greater implications for implementation, requiring more labor for maintenance and upkeep.

### Utilities:

Access to a reliable water supply is critical to ensuring that the Urban

Farm Park can meet agricultural needs, particularly related to water supply.

Sites with an existing agricultural well (and water rights) or installed agricultural meter for City water would make costs more feasible than installing new agriculture-scale water pipes, especially for uses with more intense water needs like row crops.

### Zoning:

A given parcel's current zoning and agricultural-specific considerations will also determine what farming uses could happen on a potential Urban Farm Park site. Several zoning categories in the Olympia Municipal Code, including RM 24 (Residential Multifamily – 24 Units per Acre), RMH (Residential Multifamily – High Rise), RMU (Residential Mixed Use), and UR (Urban Residential), only allow specific agricultural uses like greenhouses, nurseries, and bulb farms and are subject to conditions.

In high-density zones like High-Density Corridors (HDC), agricultural uses are permitted but functionally unlikely because of surrounding higher-density

# Site Design Considerations and Programming

## Site Location Considerations

uses and land cost. If an otherwise ideal site has prohibitive zoning, the City could work to assess potential zoning changes to accommodate the site.

### Site Conditions:

Although some sites offer the right size and location, healthy soil and slopes that allow for proper irrigation and drainage will be necessary for farming.

### Parking availability and access:

Once a site is selected, early engagement will help solidify interest and initial program elements. Parking size will be decided at this time, with the potential of the site to forecast demand that surpasses the site capacity and available onsite parking.

This could, in turn, change the City's strategy and program on the site over time.

	OPTIONS	SITE LOCATION TRADEOFFS
Location	<ul style="list-style-type: none"> <li>• Within Olympia</li> <li>• Within the Urban Growth Area (UGA)</li> <li>• In Thurston County (Outside of UGA)</li> </ul>	<ul style="list-style-type: none"> <li>• Within Olympia or the UGA a site would likely offer <b>greater accessibility by foot, bike, or transit</b>, as well as potential for Parks ownership.</li> <li>• Outside of the UGA a site would likely be able to provide <b>more acreage at a lower cost</b> but require automobile to access.</li> </ul>
Size	<ul style="list-style-type: none"> <li>• Small (&lt;5 acres)</li> <li>• Medium (5-10 acres)</li> <li>• Large (10+ acres)</li> </ul>	<ul style="list-style-type: none"> <li>• Smaller sites cost less, are generally more available in areas that provide access by bike, foot, and transit, which can <b>accommodate smaller plots/fewer farmers</b>.</li> <li>• Large sites likely cost more, are more suited for larger scale crops, livestock, orchards, and so on for a <b>larger number of farmers</b>, but are generally <b>located further away</b> from central urban areas.</li> </ul>
Utilities	<ul style="list-style-type: none"> <li>• Access to a well or existing agricultural meter</li> <li>• Build out new utilities</li> </ul>	<ul style="list-style-type: none"> <li>• Existing utilities onsite would <b>help to meet intensive agricultural water needs</b>.</li> <li>• Building out new utilities would <b>add cost to the project</b>, but may be needed if current capacity is insufficient on selected sites</li> </ul>
Zoning	<ul style="list-style-type: none"> <li>• Zones where agricultural uses is permitted outright</li> <li>• Conditional-use/limited agricultural use zones</li> </ul>	<ul style="list-style-type: none"> <li>• Areas with lower-density zoning where agricultural uses are permitted may have <b>fewer development barriers</b></li> <li>• Conditional use areas with higher residential density may offer <b>greater access to more community members</b>, but <b>limit the activities</b> that the park could host</li> </ul>

# Site Design Considerations and Programming

## GIS Analysis: Layers of Information

We compiled available Geographic Information System (GIS) information on farmland, public vs. private, utilities, and accessibility for low-income households and marginalized groups. Our review included walkability, sidewalks, and access to public transportation.

This analysis considered land suitability for locating an urban farm park in Olympia and its UGA. This analysis considered similar factors identified in previous studies, such as the Olympia Farmland Analysis ([weblink](#))<sup>7</sup> and the Olympia Urban Agriculture Analysis ([weblink](#))<sup>5</sup>. These were also considered city-wide and individually for individual parcels of interest for this study.

Six factors were weighted based on their impact on site location: proximity to low-income and BIPOC residents, access to public transportation, park system needs, community garden proximity, utilities, and soil or farmland quality.



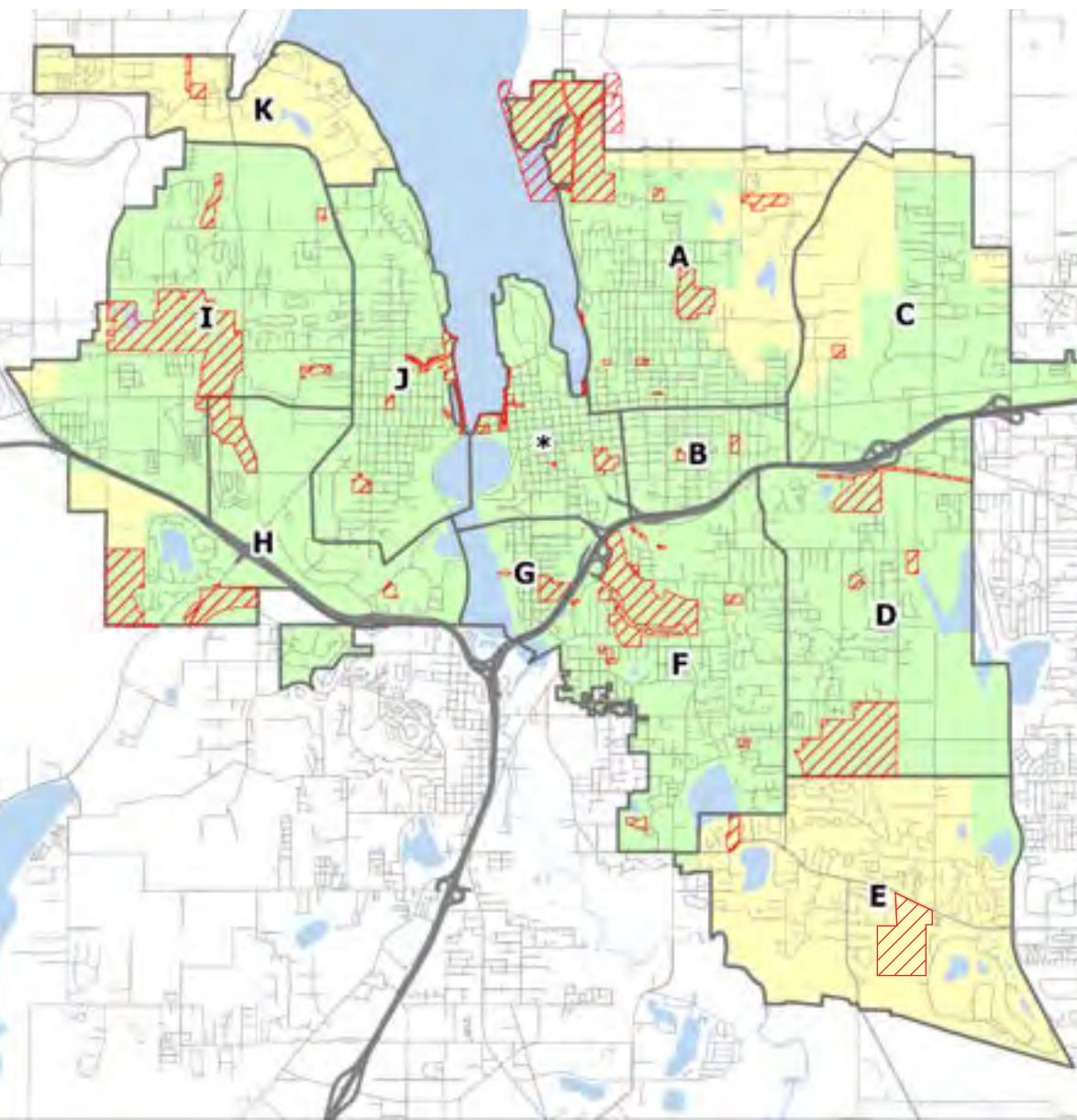
# Site Design Considerations and Programming

## GIS Analysis: Layers of Information

### Feasibility Area

The City of Olympia and its Urban Growth Area encompasses a wide range of places, neighborhoods, and interfaces.

This is the area of the Urban Farm Park Feasibility Study.



# Site Design Considerations and Programming

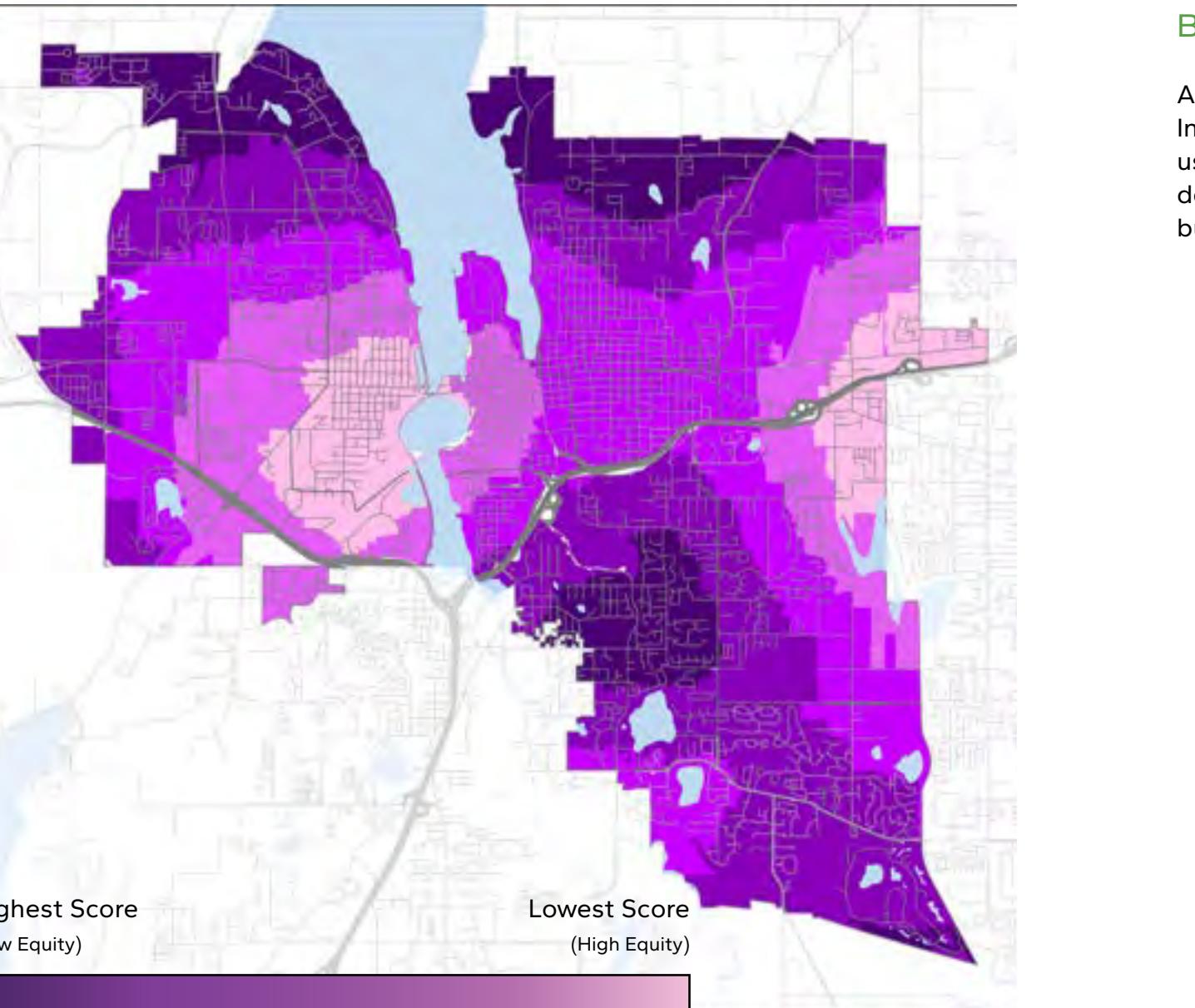
## GIS Analysis: Layers of Information

### Equity

Equity was measured using two metrics, both of which were used in the Olympia Urban Agriculture Analysis. The first is Median Household Income (MHI), calculated on a census tract basis from 2019 American Community Survey (ACS) data, and the second was the percentage of BIPOC individuals, measured on a percent basis for each census block from 2020 US Census data (P2 dataset).

One caveat is that Median Household Income (MHI) data was summarized at a census tract scale, a more generalized scale than the percentage of BIPOC individuals. Due to how data was aggregated, some variation within census tracts for MHI is likely missed. Some census tracts and blocks also cross city boundaries and may be biased due to including areas outside Olympia or its UGA.

MHI and Percent BIPOC were ranked on a 0-9 scale using the Standardize Field tool and then added together. A subtotal was generated and then standardized on a 0-9 scale using the Standardize Field tool.

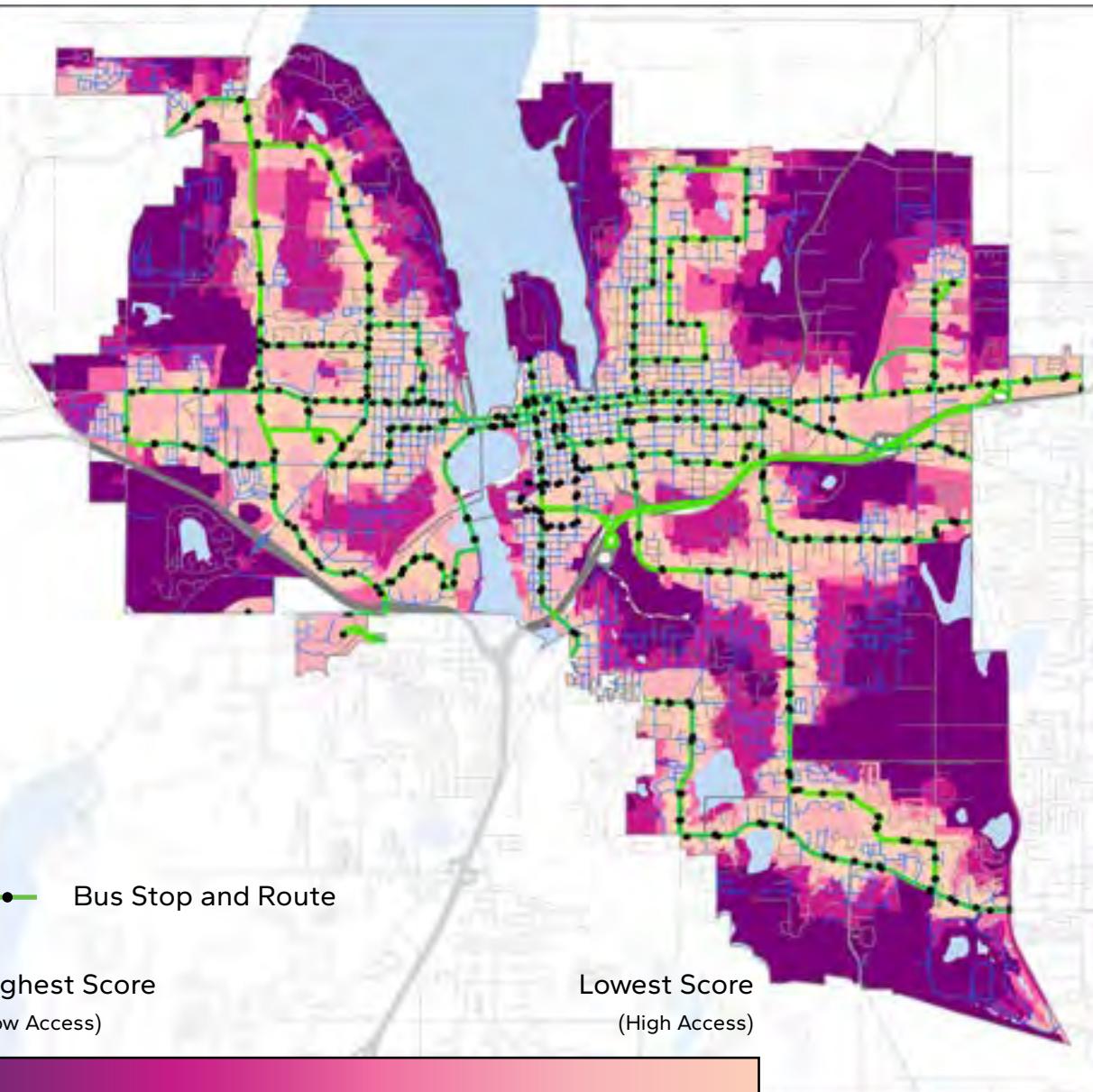


# Site Design Considerations and Programming

## GIS Analysis: Layers of Information

### Bus Stop Accessibility

A bus stop data was obtained from Intercity Transit. This information was used to generate a service network to determine walking distance to nearest bus stop.



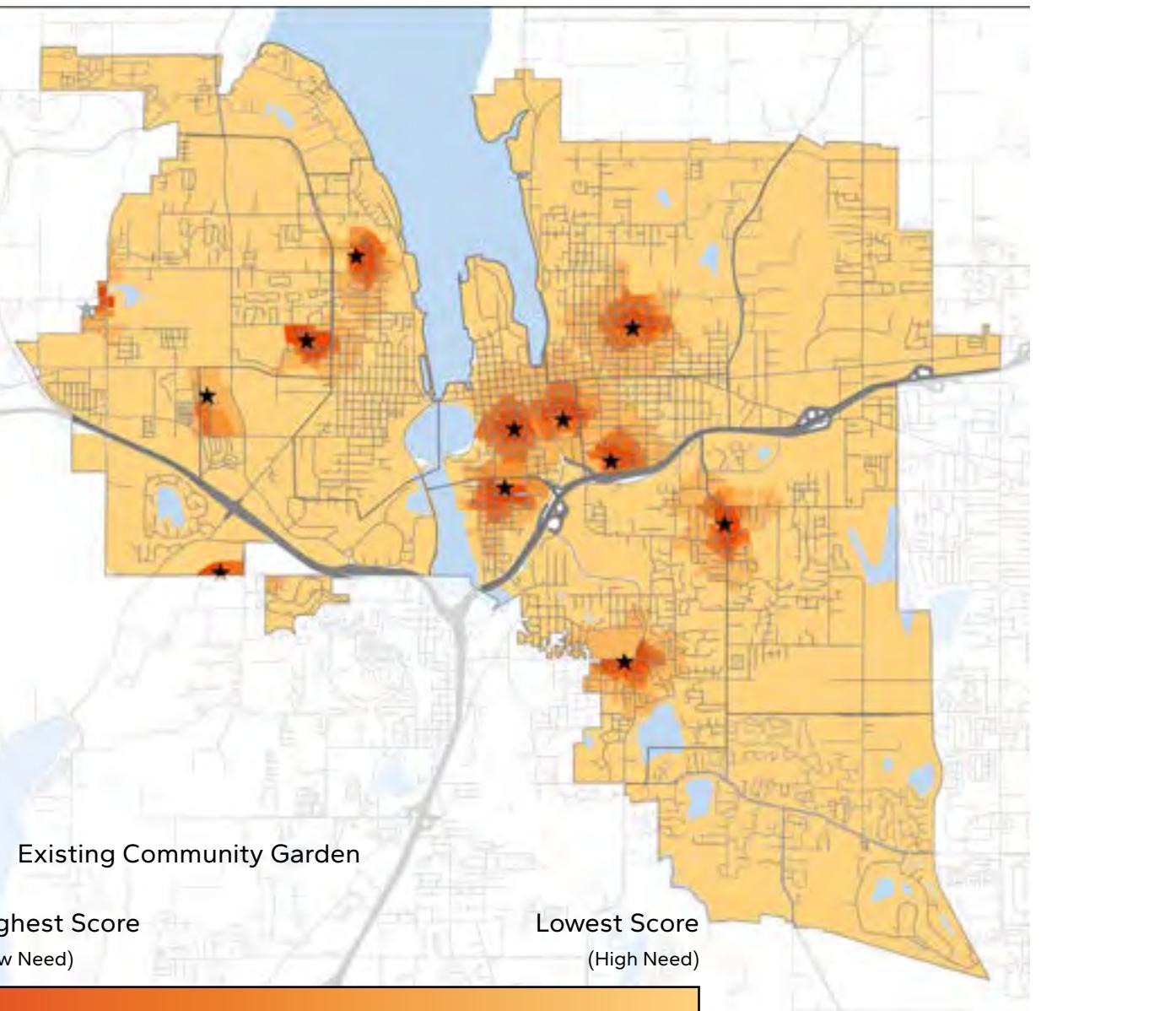
# Site Design Considerations and Programming

## GIS Analysis: Layers of Information

### Community Garden Need

Proximity to existing community gardens was measured by drawing on the Olympia Urban Agriculture Analysis service networks. Areas within a 1/2 mile walking distance of an existing community garden were already considered to have access to community gardens, thus reducing the need to fill in gaps within the City.

The ranking shown was developed based on this distance. Areas beyond 1/2-mile walking distances were classified as having the highest level of need.



# Site Design Considerations and Programming

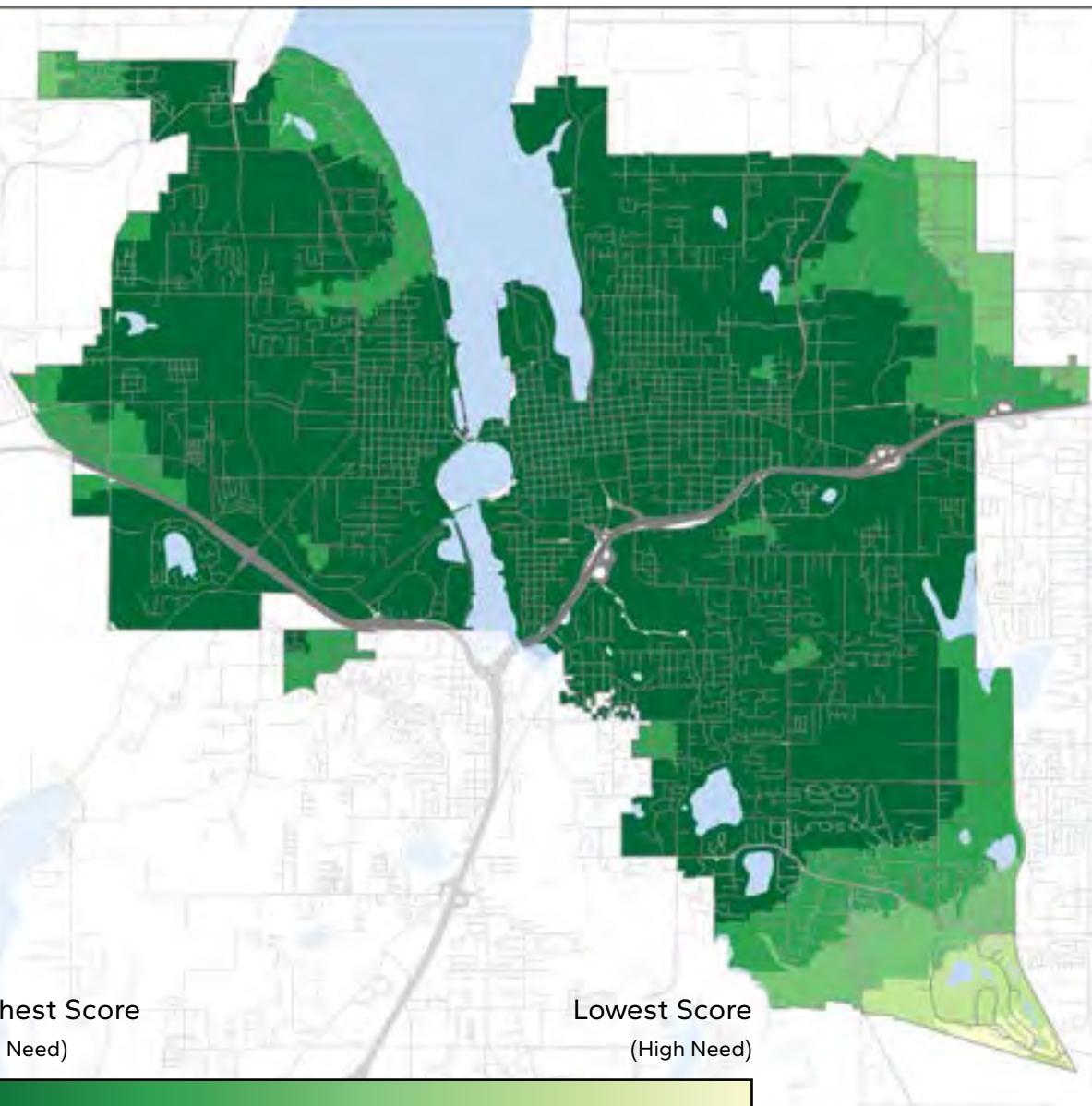
## GIS Analysis: Layers of Information

### Park Need

Park need was determined by measuring the direct distance to existing parks run by the city of Olympia. Olympia City park boundaries were considered in two ways. First, parks listed as "Open" or "Open or Closed" by the city of Olympia were considered existing parks. Second, any parks listed under Thurston County's Parks layer and within the city's or its UGA's boundaries were also included. This latter data source often provided more accurate boundaries for park boundaries in certain areas, such as along the waterfront.

Because some parks that could potentially be developed are already existing parks with public access, developing these areas into an Urban Farm Park resulted in no improvement to their ranking in this category, resulting in the lowest ranking for candidates in this category.

\*\* Analysis generated based on developed and undeveloped parks



# Site Design Considerations and Programming

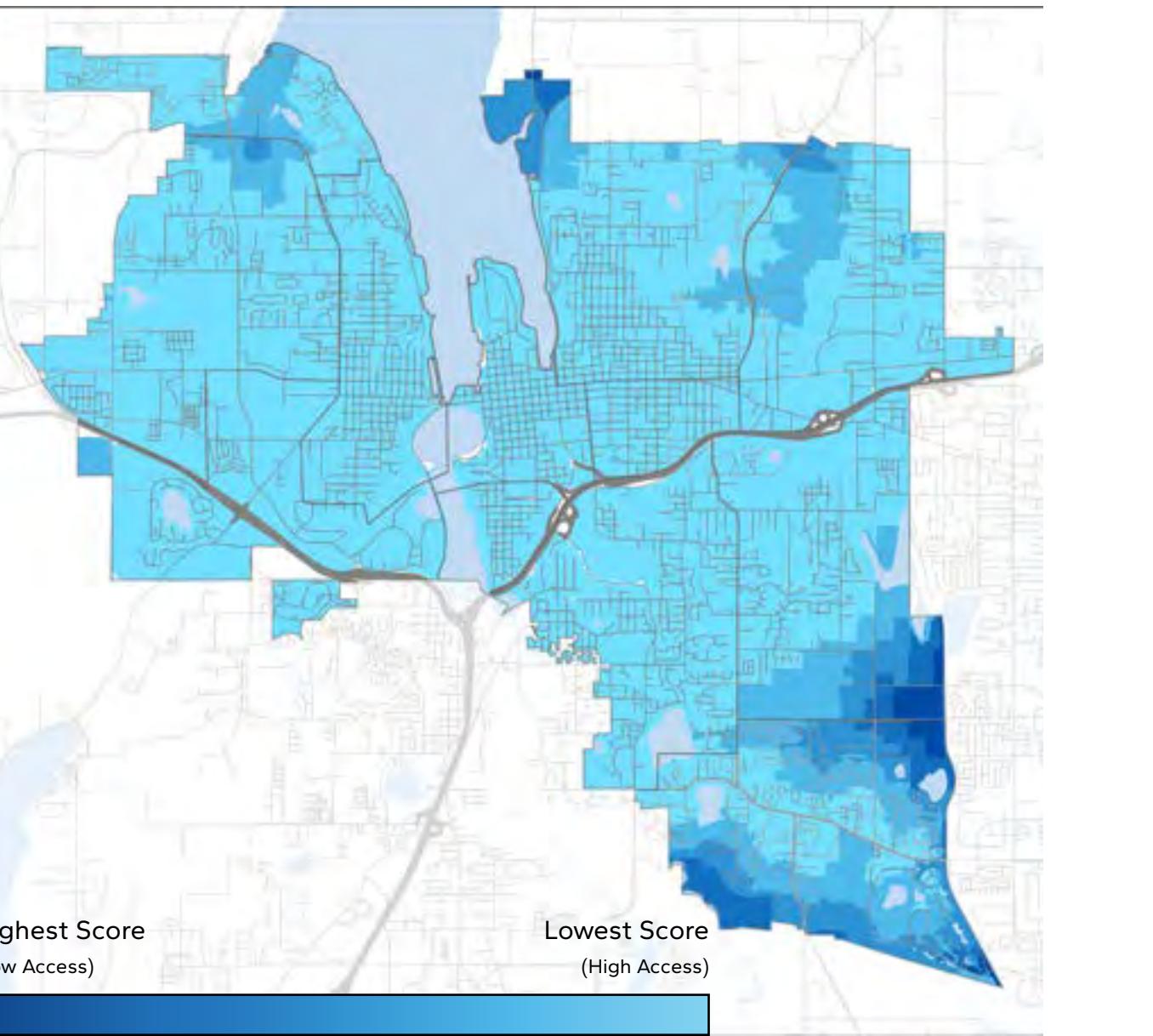
## GIS Analysis: Layers of Information

### Sewer Utilities

Sewer access is essential for any on-park facilities.

Distance to sewer mains was calculated using an Euclidean Distance tool. This resulted in city and UGA-wide raster layers calculating the distance from existing utilities. This was then summarized for each parcel to provide an average distance within each parcel.

Distance to sewer pipes were each ranked separately, standardized on a 0-9 scale, and then added together. This total score was then re-ranked on a 0-9 scale for a utility-wide ranking.



# Site Design Considerations and Programming

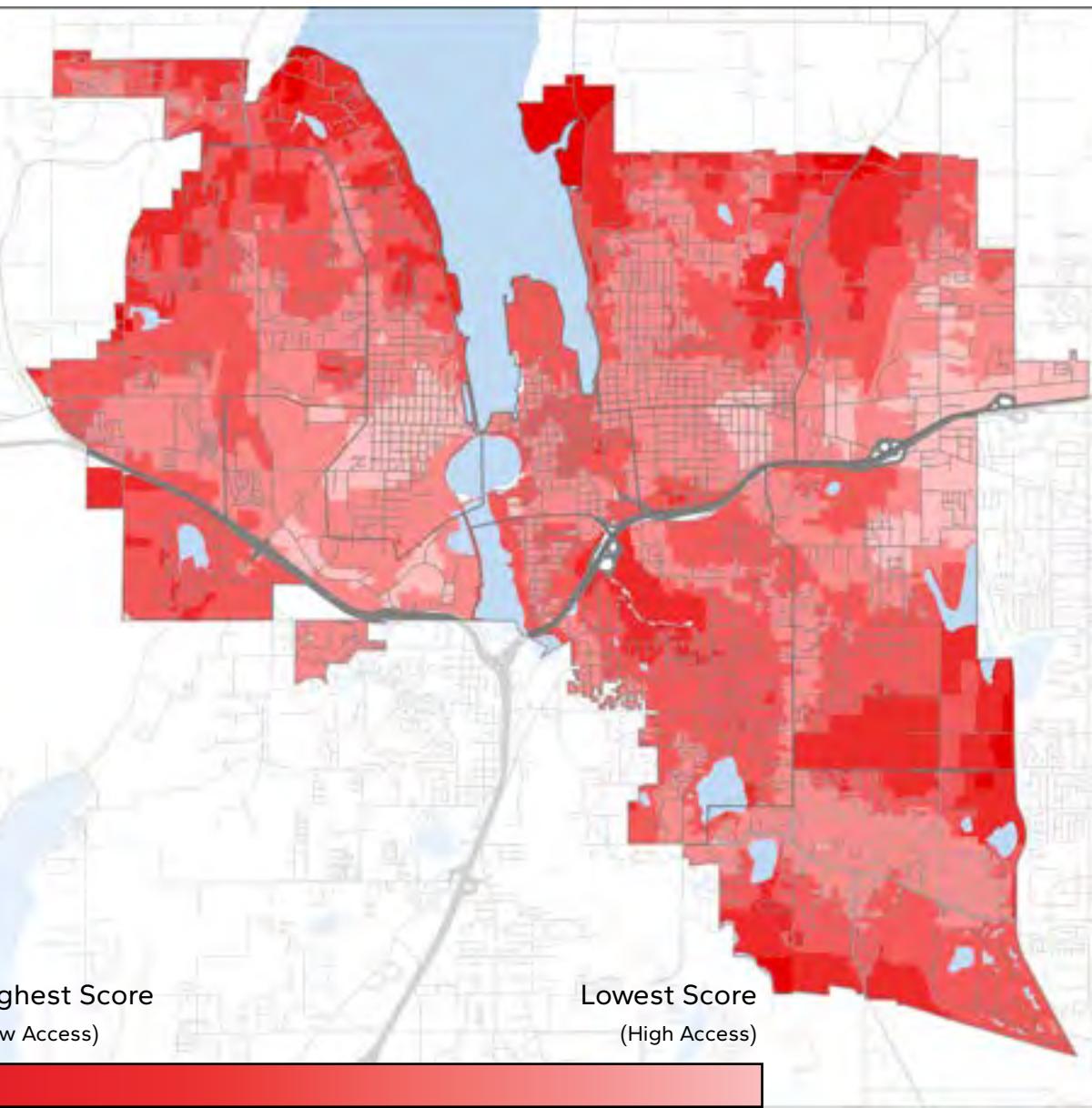
## GIS Analysis: Layers of Information

### Water Utilities

Access to water is crucial for a successful Urban Farm Park. In western Washington's seasonally dry summers, irrigation is required to grow many crops.

Distance to water mains was calculated using an Euclidean Distance tool. This resulted in city and UGA-wide raster layers calculating the distance from existing utilities. This was then summarized for each parcel to provide an average distance within each parcel.

Distance to water mains were each ranked separately, standardized on a 0-9 scale, and then added together. This total score was then re-ranked on a 0-9 scale for a utility-wide ranking.



# Site Design Considerations and Programming

## GIS Analysis: Layers of Information

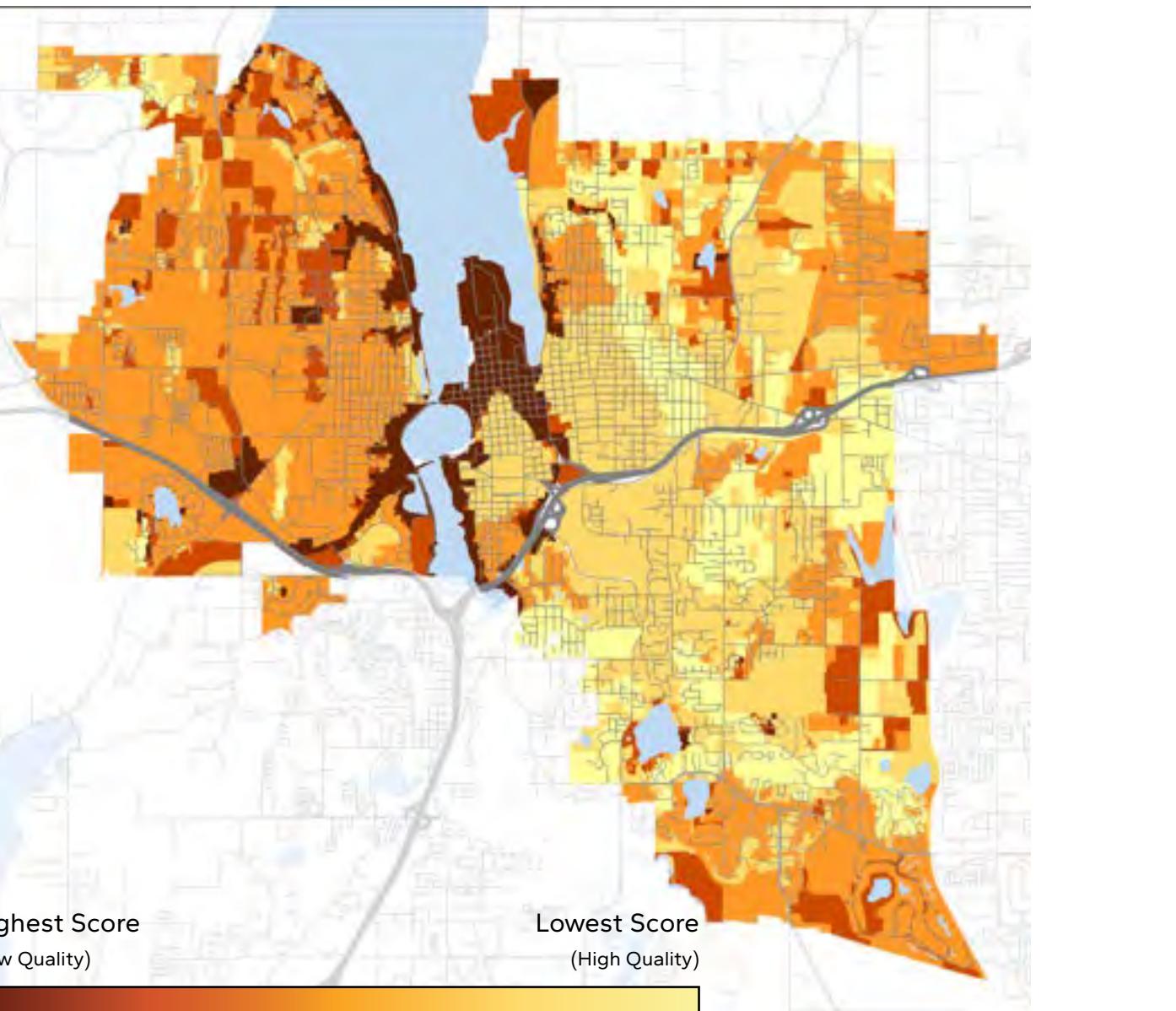
### Farmland Quality

The quality of land was also considered as a factor. NRCS Soil Survey data contains classifications of farmland quality, and the following classifications were converted into rankings.

Areas of prime farmland are recognized nationwide and ranked higher than farmland of statewide importance. Similarly, irrigation is more accessible to secure than drainage, so "Prime farmland if irrigated" was given more points than "Prime farmland if drained."

In some areas of Olympia, high-quality soils are shown in areas that have been developed or paved.

While the entire city was ranked to provide a city-wide view of these factors, not all locations in the city represent opportunities for establishing a farm park. This map should be understood to show the potential quality of open land, wherever its located.



# Site Design Considerations and Programming

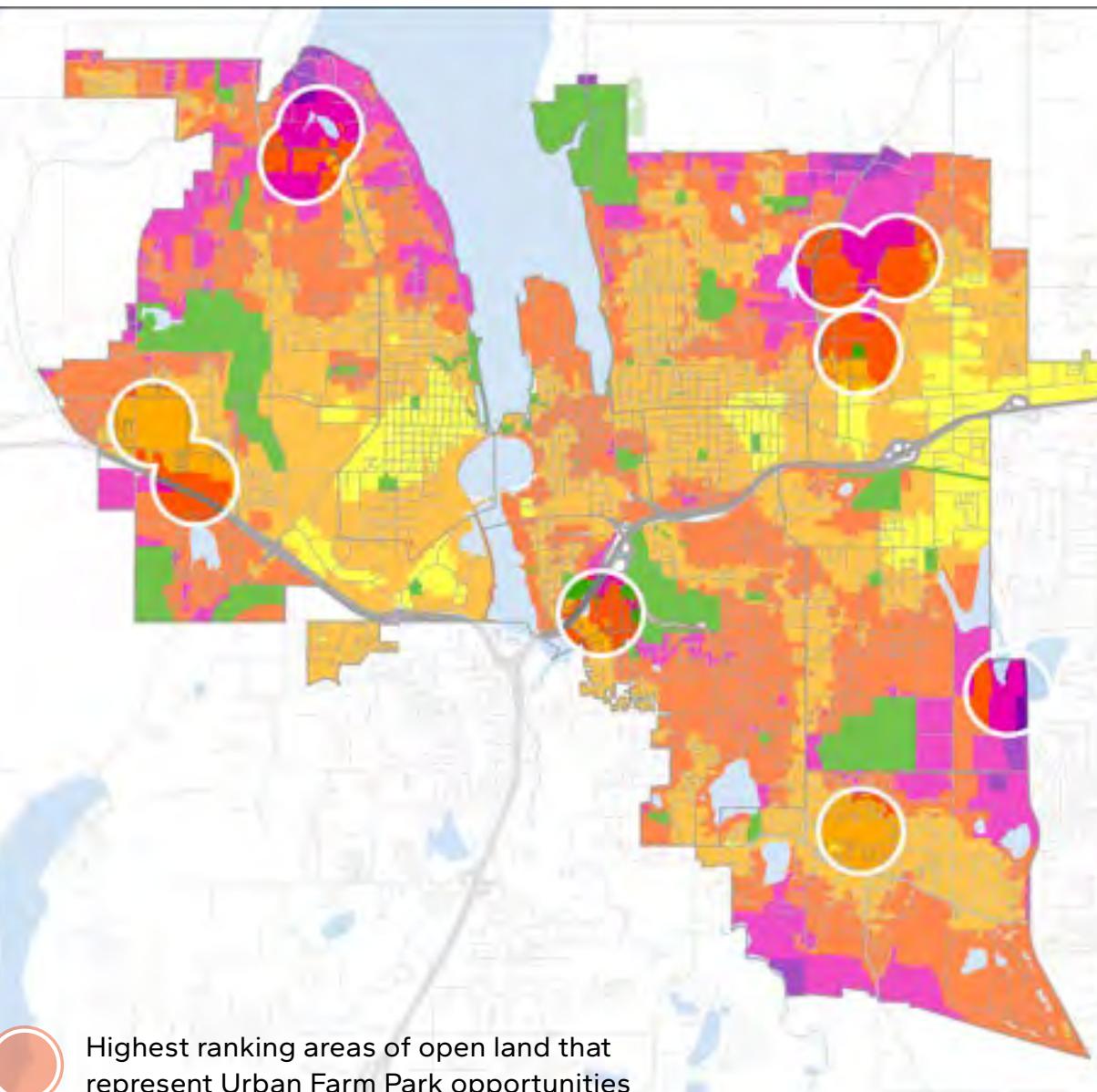
## GIS Analysis: Layers of Information

### Total Score

After this ranking was determined, parcels were re-ranked using the "Standardize Field" tool.

**Standardization and Total Scores**  
All factors were standardized on a scale using the "Standardize Field" tool. Bins and parcels receiving the highest score received a nine ranking for that factor, while bins and parcels receiving the lowest score received a 0.

All factors were added together and standardized on a 0-9 scale. This provided an overall ranking for all parcels, alongside subtotals for each factor.



“ “  
I really do believe that if this  
can happen, even if it was a  
small garden ***it would benefit  
the community.***” ”  
- Anonymous Response from the  
Urban Farm Park Public Survey Results



# Implementation Options

## Development Costs - High Level Overview

Creating an Urban Farm Park is similar to other park facility development. To better understand the future costs of creating this place, we compiled a range of high-level expenses to help in future planning efforts and to set understanding levels for what that development cost may mean.

### Site Acquisition and Infrastructure Costs:

Several factors, including site size and programming, will significantly affect the development cost for Urban Farm Park. Depending on the goals and prioritization of available resources, the final project could take on several forms and scales. The following section provides an overview of potential development costs for a range of urban farm parks based on regional precedents, with details shown in Exhibits 8.1 - 8.5.

### Program Elements:

While the program elements selected will support the Urban Farm Park, they will also add costs. So, applicability and prioritization must be part of the future planning efforts. We are noting the most essential elements, others may

be identified as the planning process continues.

#### Site Amenities:

From our research and outreach, we identified amenities that will help create an urban farm park that is both a farm and a park. While these elements can directly support the needs of Urban Farm Park users, they can also be utilized by a wide range of other park users.

#### Building Infrastructure:

To create a most functional place, the Urban Farm Park will benefit from buildings that support additional program elements, and these buildings will need additional connections to utilities.

#### Building Elements:

The specific mix of the buildings and their core working elements is to be determined. We heard from the community that one desirable element is a functioning commissary kitchen. Also, having the ability to host indoor events felt important to many as we explored the function of the Urban Farm Park throughout the year.



Jonathan Kemper, Unsplash

# Implementation Options

## Development Costs - High Level Overview

### Site Acquisition + Infrastructure Cost

PROGRAM	UNIT	SIZE/COST RANGE		SMALL SCALE 3-5 ACRES		MEDIUM SCALE 5-10 ACRES		LARGE SCALE 10+ ACRES	
<b>Site Acquisition Cost</b>	AC	\$100K - \$200K	<b>\$150,000</b>	4	<b>\$600,000</b>	8	<b>\$1,200,000</b>	15	<b>\$9,000,000</b>
<b>Fencing</b>	LF	\$50 - \$100	<b>\$75</b>	1000	<b>\$75,000</b>	5000	<b>\$375,000</b>	10,000	<b>\$750,000</b>
<b>Irrigation System (controller, pump, laterals, heads/drip)</b>	AC	\$60K - \$100K	<b>\$225,000</b>	1	<b>\$225,000</b>	1	<b>\$225,000</b>	1	<b>\$225,000</b>
<b>Parking</b>	STALL	\$20K-\$30K	<b>\$25,000</b>	16	<b>\$400,000</b>	50	<b>\$1,250,000</b>	60	<b>\$1,500,000</b>
<b>Pedestrian Paving</b>	SF	\$5-10	<b>\$8</b>	5000	<b>\$40,000</b>	10000	<b>\$80,000</b>	20,000	<b>\$160,000</b>
<b>Power (meter, underground to site, panel)</b>	EA	\$300K - \$500K	<b>\$400,000</b>	1	<b>\$400,000</b>	1	<b>\$400,000</b>	1	<b>\$400,000</b>
<b>Water (point of connection, agricultural meter, mainline)</b>	EA	\$150K - 300K	<b>\$250,000</b>	1	<b>\$250,000</b>	1	<b>\$250,000</b>	1	<b>\$250,000</b>
<b>Subtotal</b>					<b>\$1,390,000</b>		<b>\$2,580,000</b>		<b>\$3,850,000</b>

Exhibit 8.1. Development Costs - Site Acquisition

# Implementation Options

## Development Costs - High Level Overview

### Program Elements

PROGRAM	UNIT	SIZE/COST RANGE	SMALL SCALE		MEDIUM SCALE		LARGE SCALE		
			3-5 ACRES	5-10 ACRES	5-10 ACRES	10+ ACRES			
Art Elements	EA	\$10K-\$25K	\$17,500	1	\$17,500	5	\$87,500	8	\$140,000
Garden Beds	EA	\$500-\$2000	\$1,000	30	\$30,000	25	\$25,000	20	\$20,000
Hoop houses	EA	\$15K-\$25K	\$20,000	0	\$0	3	\$60,000	6	\$120,000
Incubator Farm Field Preparation	AC	\$10-30K	\$20,000	0	\$0	6	\$114,784	9	\$183,655
Tool Share Structure	EA	\$5K-\$75K	\$10,000	1	\$10,000	1	\$50,000	1	\$75,000
<b>Subtotal</b>				\$57,500		\$337,284			\$538,655

Exhibit 8.2. Development Costs - Program Elements

### Site Amenities

PROGRAM	UNIT	SIZE/COST RANGE	SMALL SCALE		MEDIUM SCALE		LARGE SCALE		
			3-5 ACRES	5-10 ACRES	5-10 ACRES	10+ ACRES			
Playground	EA	\$50K - \$500K	VARIES	0	\$0	1	\$200,000	1	\$400,000
Exploration Paths	LF	\$10-\$25	\$15	1000	\$15,000	3000	\$45,000	10000	\$150,000
Outdoor Event Space	EA	\$150K - \$500K	VARIES	1	\$200,000	1	\$300,000	1	\$400,000
<b>Subtotal</b>				\$215,000		\$545,000			\$950,000

Exhibit 8.3. Development Costs - Site Amenities

# Implementation Options

## Development Costs - High Level Overview

### Building Infrastructure

PROGRAM	UNIT	SIZE/COST RANGE	SMALL SCALE		MEDIUM SCALE		LARGE SCALE		
			3-5 ACRES	5-10 ACRES	5-10 ACRES	10+ ACRES			
Water (meter, extend potable water to building)	EA	\$150K - \$300K	VARIES	0	\$0	1	\$250,000	1	\$300,000
Sewer (connection, extend onsite)	EA	\$200K - \$350K	VARIES	0	\$0	1	\$300,000	1	\$350,000
Power (extend from onsite connection point, subpanel)	EA	\$50K - \$100K	VARIES	0	\$0	1	\$75,000	1	\$100,000
<b>Subtotal</b>						\$0	\$625,000		\$500,000

Exhibit 8.4. Development Costs - Building Infrastructure

### Building Elements

PROGRAM	UNIT	SIZE/COST RANGE	SMALL SCALE		MEDIUM SCALE		LARGE SCALE		
			3-5 ACRES	5-10 ACRES	5-10 ACRES	10+ ACRES			
Commissary Kitchen	SF	\$1,500 - \$3,000	\$2,200	0	\$0	400	\$880,000	900	\$1,980,000
Indoor Event Space	SF	\$250-\$400	\$325	0	\$0	5000	\$1,625,000	10000	\$3,250,000
<b>Subtotal</b>					\$0		\$2,505,000		\$5,230,000

Exhibit 8.5. Development Costs - Building Elements

# Implementation Options

## Operating Costs - High Level Overview

Operating the Urban Farm Park would require significant staffing and financial resources. The City will need to understand how to best achieve its overall goals while ensuring that entity operating the farm is financially stable and can operate long-term. The following section provides an overview of operations costs and staffing structure for five urban farms across the U.S., with one in the Midwest region and the rest located in the Pacific Northwest, with details shown in Exhibit 9.

**Total Expenses:** Expenses for operating these Urban Farm Park vary based on factors like location, size, and organization types, ranging from \$867,487 to \$3,938,217. The exception is the City of Fishers, where the operating budget in 2023 was estimated to be \$143,749 (including the salary for 1 full-time Operations Manager and other supplies and additional infrastructure).

**Structure:** Four out of five of these examples operate as a 501(c)3 non-profit. The AgriPark in Fishers, IN, is the only facility that is operated by a governmental entity (the City of Fishers).

**Management:** Typically, one dedicated staff member serves as an Operations Manager/Coordinator to oversee day-to-day management. Additionally, park operations usually rely on seasonal workers and volunteers from the community.

**Staffing:** Among the three farms focused on education without a larger umbrella organization, total staffing ranged from around 12 people at the Cloud Mountain Farm in Everson, WA to 19 staff at Zenger Farm. Staffing costs account for at least half of organizational expenses for all of the nonprofit farms.

**Operational Scalability:** With one dedicated staff member, the Rainier Beach Urban Farm provides an example of an entity that operates with some economies of scale, drawing upon the 36-member staff, governance structure, volunteer base, of the overall nonprofit Seattle Tilth Alliance. The Tilth Alliance also manages Bradner Gardens Park, Good Shepherd Center, Children's Learning Garden, McAuliffe Park, and Giving Grove Community Orchards around WA. The Fishers Agripark, owned and operated by the City of Fishers,

Indiana, also has one dedicated manager, but draws upon the maintenance staff and equipment provided by the City of Fishers.

**Farm Scale:** The parks range in size from 10 to 33 acres, with the primary goals of providing local food sources and environmental education opportunities for the community. The cost of maintaining different scales of recreation and intensities of food growing will greatly affect the operating cost.

**Revenue:** The Urban Farm Park could potentially generate income as an event space as an additional revenue stream to support operations and programming. Hourly rate for event space around the City of Olympia varies significantly and can range from \$39 to \$313 per hour.

# Implementation Options

## Operating Costs - High Level Overview

LOCATION	TYPE OF FARM	SUMMARY	EXPENSES IN 2022	STAFF
Cloud Mountain Farm (Everson, WA)	Incubator Farm	The 20-acre Cloud Mountain Farm Center in Everson, WA is dedicated to <b>building a dynamic local food community that is open and accessible to all.</b>	<b>\$867,487</b> 63.8% on staffing	2 staff and 12 board members 1 Operations & Facilities Manager
Zenger Farm (Portland, OR)	Urban and Organic Farm	Zenger Farm is located on a 24-acre combined farm and wetland in Outer East Portland- a working urban farm that models, promotes, and educates about <b>sustainable food systems, environmental stewardship, community development, and access to good food for all.</b>	<b>\$1,936,005</b> 66% on staffing	19 staff and 8 board members; 1 operations manager
Garden-Raised Bounty (GRuB) (Olympia, WA)	Urban Farm/Youth Education Center	GRuB seek to support members of the community in gaining resources, building relationships, and growing good food together.	<b>\$1,157,409</b> 56.7% on staffing	5 staff members 1 Operations Coordinator
Rainier Beach Urban Farm and Wetlands (Seattle, WA)	Community Farm/City Park	Rainier Beach Urban Farm & Wetlands is a 10-acre city park in Seattle, WA, where people come together to <b>organic food production and distribution, environmental education, and wetland restoration.</b>	<b>\$3,938,217</b> 46.8% on staffing (Entire Tilth Alliance organization)	36 staff and 12 board members at Tilth Alliance 1 Operations Manager at Rainier Beach Urban Farm & Wetlands
Fishers AgriPark (Fishers, IN)	AgriPark	A 33-acre urban farm in Fishers, IN, the Fishers AgriPark features public fields and gardens, livestock, a playground, nature trail, tree nurseries, and more, all managed by Fishers Parks.	<b>\$143,749</b> based on 2023 Budget	1 Agriculture Operations Manager 4-5 Part-time seasonal workers

Exhibit 9. Farm Parks Summary Table

# Implementation Options

## *Conceptual Visions*

The Urban Farm Park has the opportunity to take on several different forms. Depending on evolving community desires as well as the development of other City of Olympia parks projects, the Urban Farm Park will fill service gaps and help satisfy unmet needs.

Our team has envisioned three conceptual layouts for a future Urban Farm Park. These layouts consider

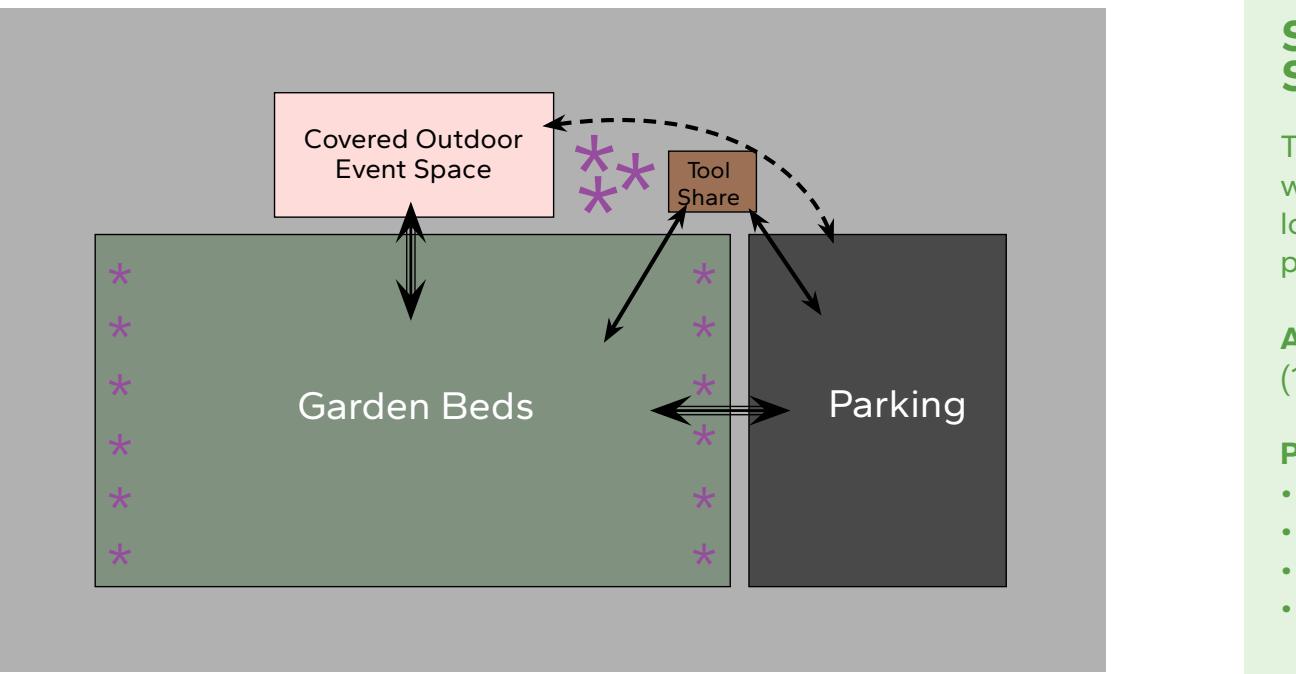
different spatial sizes, programming emphases, artistic integrations, and implementation costs.

The following renderings aim to give a sense of what the Urban Farm Park could be rather than express a concrete design strategy. As this project progresses past the feasibility stage, the concepts can be conformed to site conditions and altered by participatory input from the community.



# Implementation Options

## Small Scale Option



### Concept Vision:

Olympia's Urban Farm Park emerges as a small and dynamic growth space focused on farm to table interactions. Crops from this park are grown in specified garden beds that are organized and maintained by a non profit partner on behalf of the community. Food is either directly consumed by the growers or donated back to the local community. Communal tools are shared in an effort to help alleviate some of the barriers to entry for small scale food production. At its heart, this vision of the Urban Farm Park seeks to create a common knowledge surrounding food systems through growing opportunities, tool accessibility, and basic trainings.

## Small Scale Option Summary

This small scale option explores what the Urban Farm Park might look like with minimal land area and proportional growing space.

**Approximate Size:** 3-5 Acres (130,000 - 215,000 sf)

### Program Elements:

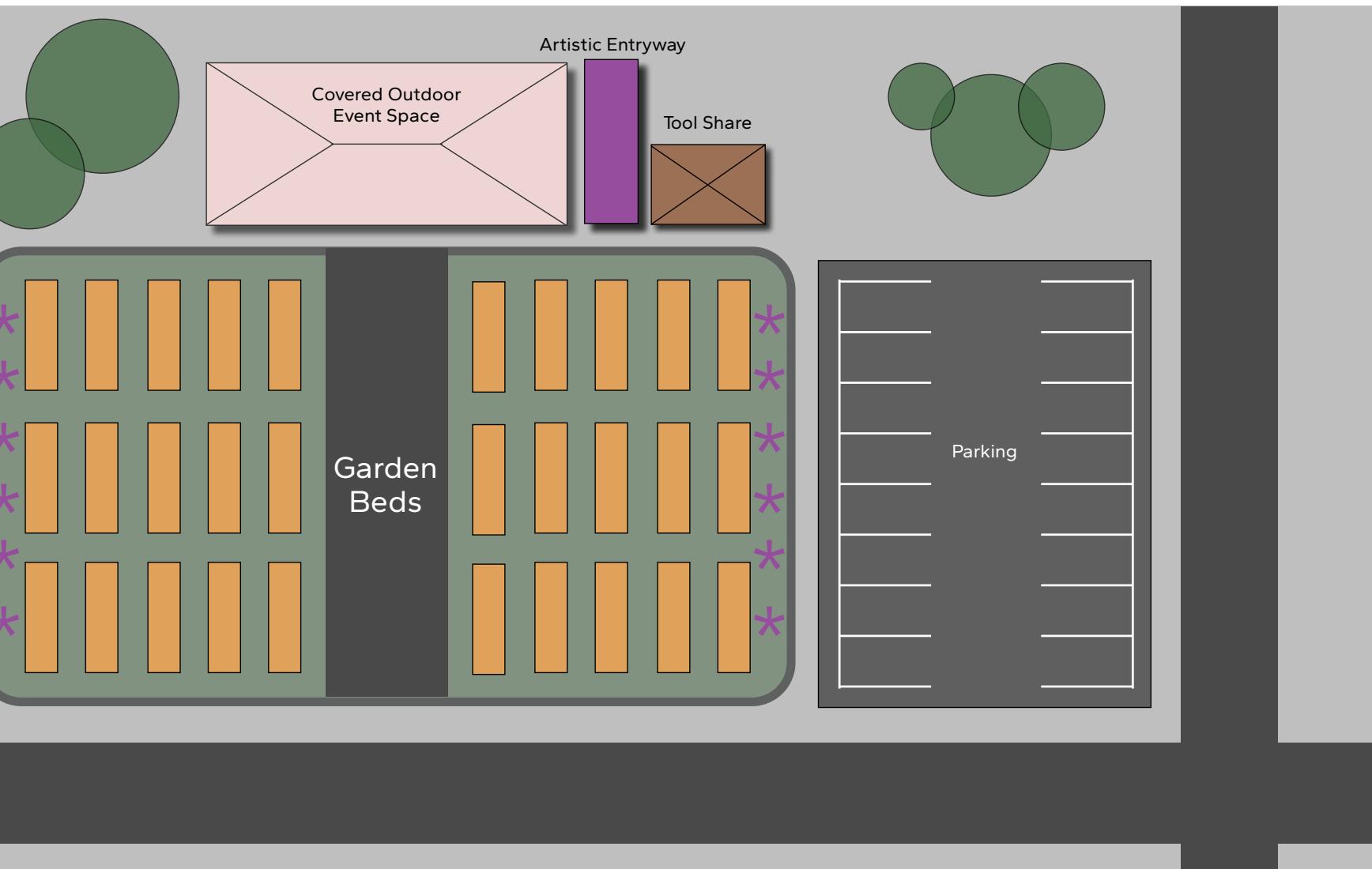
- 5,000 sf Pedestrian Paving
- 1,000 sf Exploration Paths
- 1-2 Art Elements
- 1,200 sf Covered Outdoor Event Space
- 10 ft x 10 ft Tool Share
- 30 Garden Beds

**Development Cost Estimate:**  
\$2,000,000 - \$3,000,000

*Program element sizes are relative to the Kit of Parts as shown in Appendix Kit of Parts and were used to estimate costs*

# Implementation Options

## Small Scale Option



# Implementation Options

## *Small Scale Option*



# Implementation Options

## *Small Scale Option*



University of British Columbia Botanical Garden - Box Garden



Syair Izka - Orchard



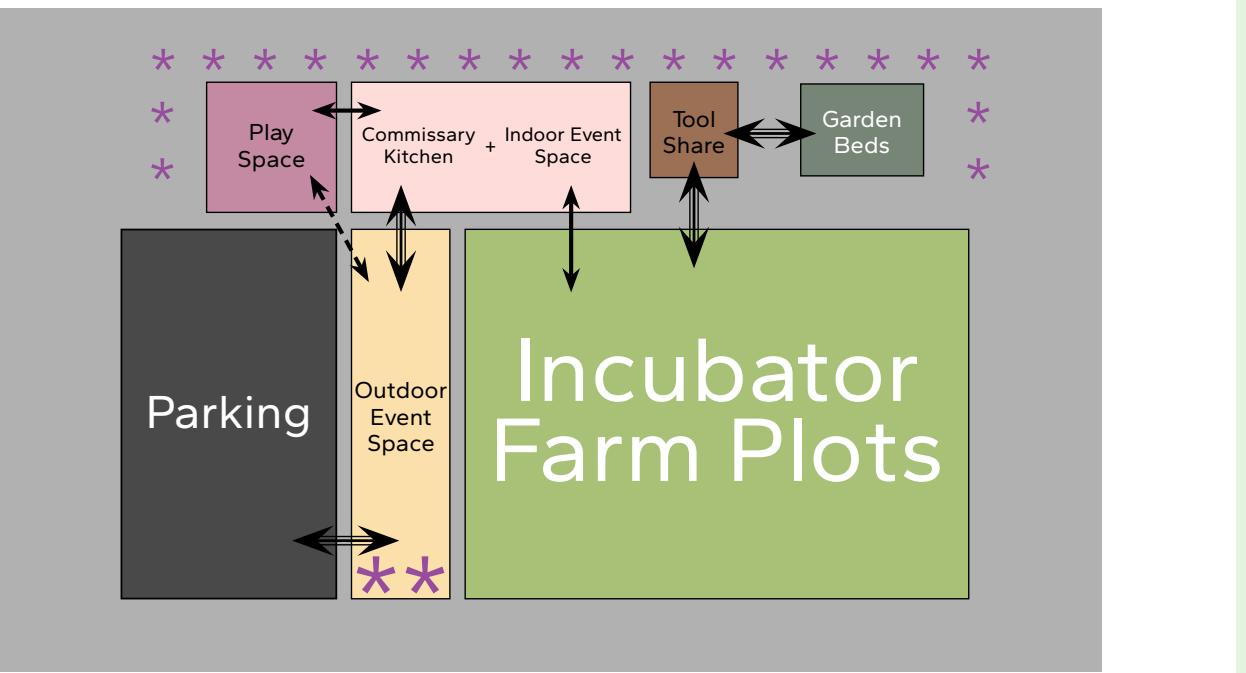
Carolina Timberworks - Small Covered Event Space



To Share

# Implementation Options

## Medium Scale Option



### Concept Vision:

Olympia's Urban Farm Park is a pioneering facility committed to farmer training, incorporating climate adaptive practices, and cultivating community connection to farming. The facility would access to traditional, new, experimental, and innovative farming equipment and tools that are otherwise cost-prohibitive for educating potential/future farmers. With a focus on empowering farmers with the knowledge and skills for sustainable agriculture and agroecology to foster a skilled workforce, the park aims to cultivate a thriving and resilient agricultural community for a sustainable future.

## Medium Scale Option Summary

This medium scale option explores what the Urban Farm Park might look like with a mix agricultural spaces and community spaces.

**Approximate Size:** 5-10 Acres (260,000 - 435,000 sf)

### Program Elements:

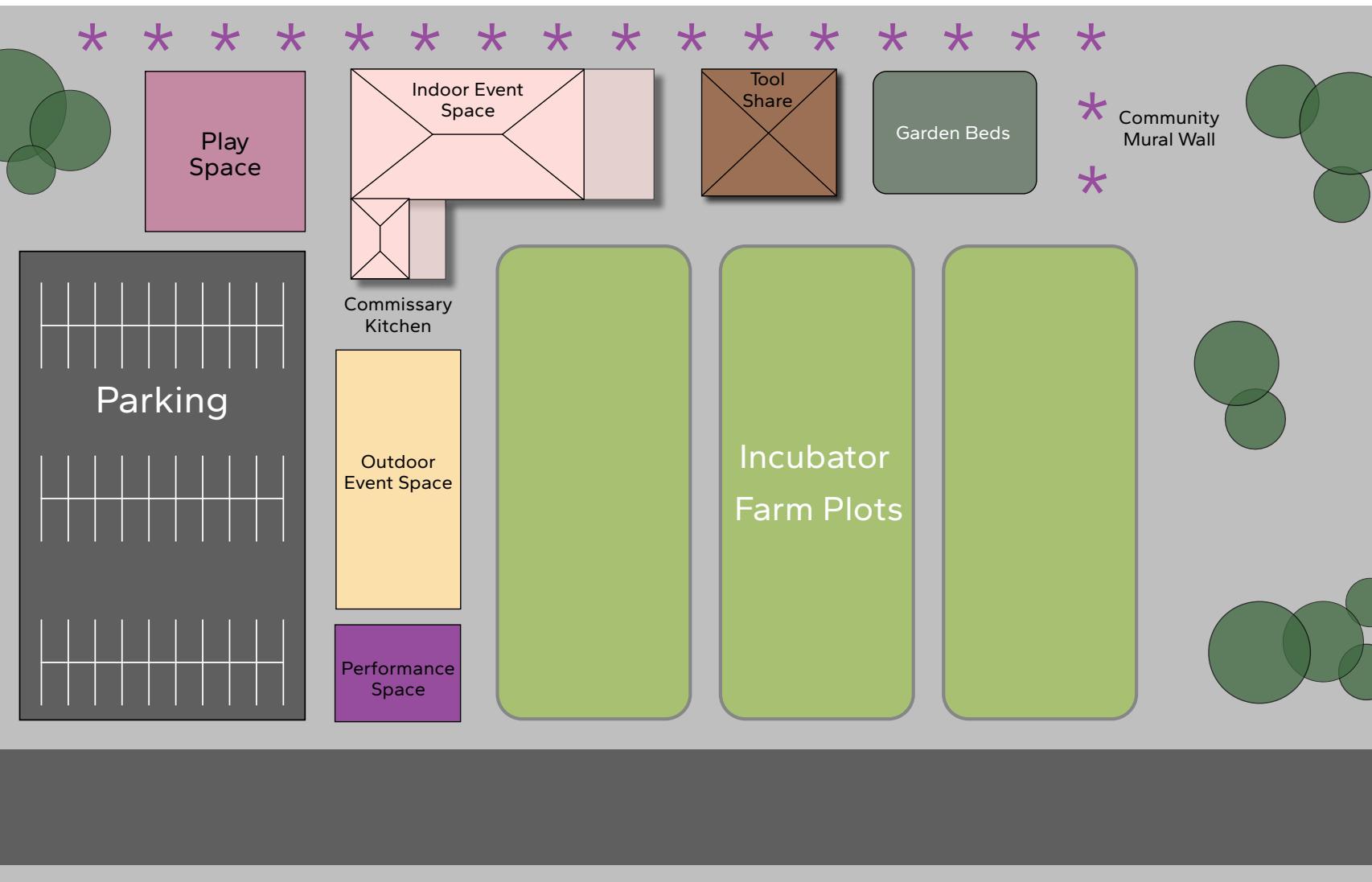
- 10,000 sf Pedestrian Paving
- 3,000 sf Exploration Paths
- 4-5 Art Elements
- 2,000 sf Play Space
- 400 sf Commissary Kitchen
- 5,000 sf Indoor Event Space
- 20 ft x 30 ft Tool Share
- 25 Garden Beds
- 1,200 sf Outdoor Event Space
- 6 Incubator Farm Plots

**Development Cost Estimate:**  
\$3,000,000 - \$15,000,000

*Program element sizes are relative to the Kit of Parts as shown in Appendix Kit of Parts and were used to estimate costs*

# Implementation Options

## Medium Scale Option



# Implementation Options

## Medium Scale Option



# Implementation Options

## Medium Scale Option



Dan Ryan Woods - Nature Play



Seth Siditsky - Row Crops



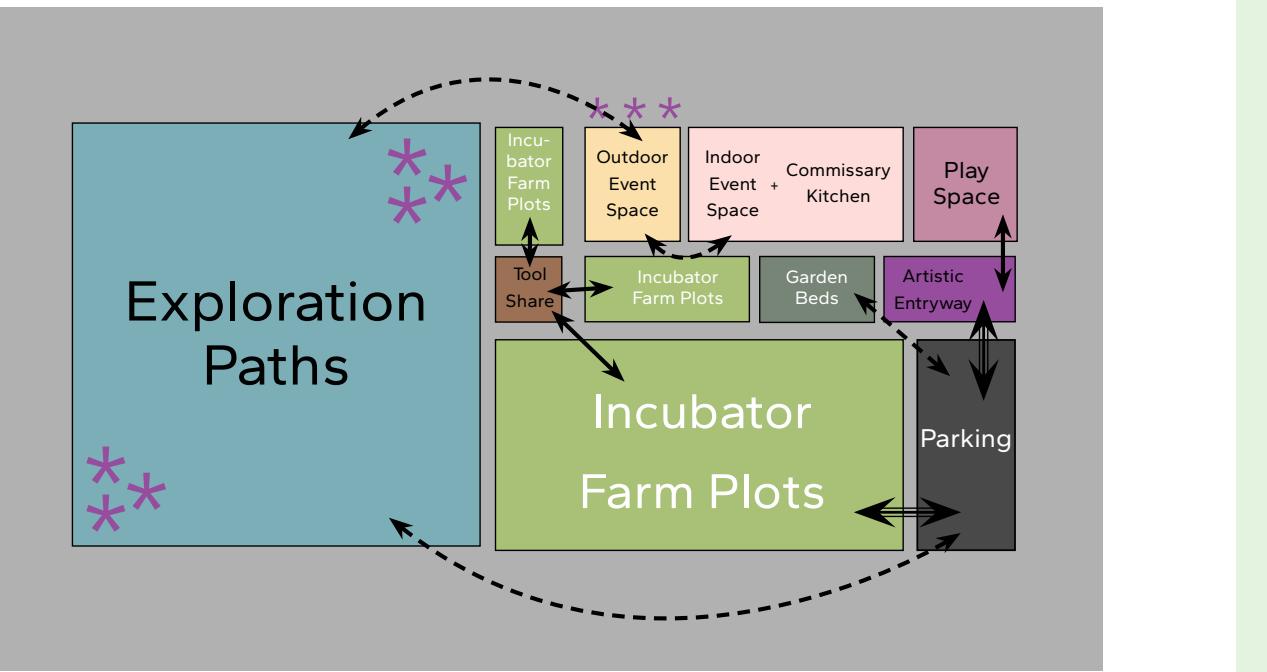
Bootstrap Farmer Greenhouse



Seeking Farmland Farm Stand

# Implementation Options

## Large Scale Option



### Concept Vision:

Olympia's Urban Farm Park is a large, multi-purpose facility that combines community recreation, individualized farming training, and ecological conservation. This space has designated areas for both large and small scale growing practices as well as more integrated productive landscapes such as orchards and food forests. A commissary kitchen and adjacent event spaces provide processing space for harvested food and educational workshops. The Urban Farm Park actively complements several types of active and passive recreation opportunities. A focus on long term sustainability and climate sensitive practice is woven throughout the entire campus.

## Large Scale Option Summary

This large scale option explores what the Urban Farm Park might look like with the greatest volume of program elements.

**Approximate Size:** 10+ Acres (435,000+ sf)

### Program Elements:

- 20,000 sf Pedestrian Paving
- 10,000 sf Exploration Paths
- 7-8 Art Elements
- 2,000 sf Play Space
- 10,000 sf Indoor Event Space
- 900 sf Commissary Kitchen
- 30 ft x 40 ft Tool Share
- 20 Garden Beds
- 2,500 sf Outdoor Event Space
- 9 Incubator Farm Plots

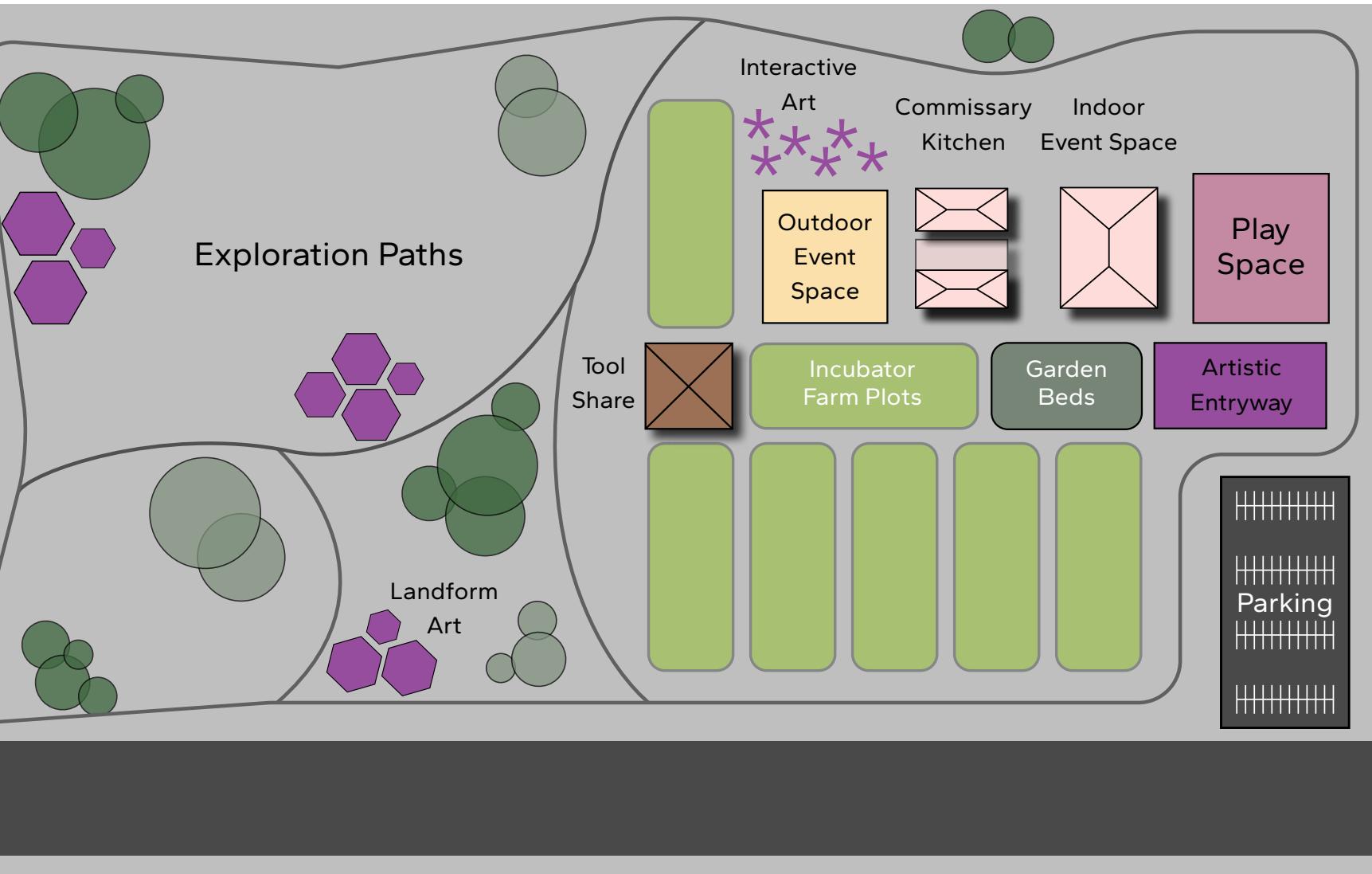
### Development Cost Range:

\$15,000,000 - \$30,000,000

*Program element sizes are relative to the Kit of Parts as shown in Appendix Kit of Parts and were used to estimate costs*

# Implementation Options

## Large Scale Option



# Implementation Options

## *Large Scale Option*



# Implementation Options

## *Large Scale Option*



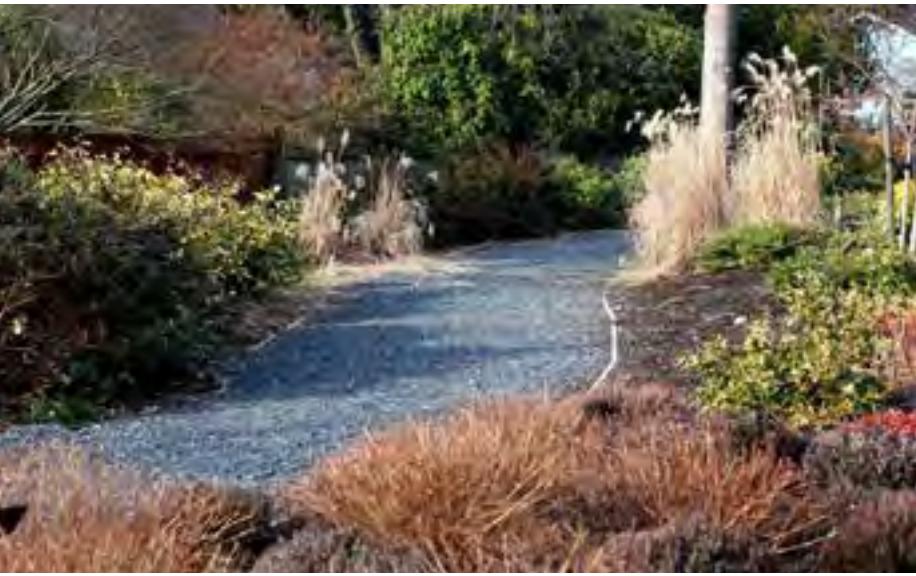
Carl Heyerdahl - Event Space



Mt. View Garage - To Share



Meron Menghistab - Row Crops



Sweeney Custom Landscaping - Exploration Paths

“This is a means for the community to **experience invaluable connections** with the needs and the abundance of our earth.”

- Anonymous Response from the Urban Farm Park Public Survey Results



# Next Steps and Findings

## Bringing the Urban Farm Park to Life: Conditions for Investment

This study aimed to understand the factors that drive the feasibility of an Urban Farm Park in the City of Olympia and to explore community sentiment regarding the potential investment in an Urban Farm Park.

Through this work, we have found that an Urban Farm Park would be a visionary investment in the City's park offerings and agricultural infrastructure. However, constructing and operating such a place will require public and philanthropic subsidies, which will take time and

persistence to identify, secure, and invest.

Similar to how the City is undertaking large-scale public investments in the Regional Aquatic Center and the Olympia Armory Creative Campus redevelopment, this initiative will likely reflect the pattern of previous significant investments in the City of Olympia Parks, Art, and Recreation system. For this place to materialize, it will take unwavering champions within the City and the community.

As outlined below, several conditions must align before the Urban Farm Park can proceed.

Our team has identified several hurdles OPARD must overcome when master planning for an Urban Farm Park moves forward. These recommendations will help navigate the future process. However, they may only address some potential challenges that could arise during the progression of the urban farm park project.



Heyday Farm, Paul Dunn

# Next Steps and Findings

## Feasibility Conditions

and where appropriate develop goals and policies to support the community's vision. This will help continue the community conversation around urban agriculture and anchor what was heard throughout the process of developing this feasibility study.

- **Include the Urban Farm Park in future planning processes.** The 2022 Parks, Arts and Recreation Plan drives the park system investments for six years (2022-2028). The kick-off for the next Parks Plan update will start in the next year or two. It will be the perfect time to include the Urban Farm Park in public surveys and outreach to gather additional feedback that will assist in the prioritization of future projects and if appropriate include the Urban Farm Park in future Capital Facilities Plans.

### Condition 1: Community support that leads the City to prioritize the Urban Farm Park, among its many other priorities

#### Key Findings

Our study found clear community support for the Urban Farm Park. As visionary as this idea is, it must also meet the ground and merge with long-term planning elements that the Olympia Parks, Arts, and Recreation Department and the City use to guide growth and development.

#### Recommendations

- **Include the Urban Farm Park in the 2045 Comprehensive Plan.** It is recommended that during the 2045 Comprehensive Plan update, staff seek feedback on urban agriculture from the broader community, capture ideas that support locally grown food,

**Olympia Urban Farm Park would address several agricultural goals and policies currently in the Comprehensive Plan**

GL25, PL25.3, PL25.4, PL25.8, PL25.9, PR9.1, PN8.7



Heyday Farm, Paul Dunn

# Next Steps and Findings

## Feasibility Conditions

### Condition 2: Identify a stable and compatible farm operator

#### Key Findings

Stakeholder engagement for this feasibility study underscored a vision for the Urban Farm Park that balances **training for emerging farmers, environmental stewardship, community engagement, and food access**. Many farms receiving substantial public support prioritize broad community education and farmer apprenticeship programs. This theme emerged repeatedly during our outreach efforts, with interviewees emphasizing the gap between farms and the urban community and the potential to instill lifelong interests in healthy food and environmental stewardship through core childhood experiences. The City should aim for a balanced approach that aligns educational objectives with the practical needs of working farmers on the site. Ensuring the safety of visitors

and minimizing disruption to the farmers' work will require careful planning when accommodating the public on the site.

Addressing food and land access can further fulfill community needs, particularly for underserved populations. The Urban Farm Park could designate areas for community farming, catering to organizations like the Haki Farmers, alongside a more accessible area managed by a nonprofit organization. Additionally, efforts to "normalize fresh food" among underserved populations could draw inspiration from existing initiatives such as the Thurston County Food Bank, GRuB, Growing Home Collective, and Freedom Farmer programs. This may involve cultivating culturally specific foods better to meet diverse communities' dietary preferences and needs.

Questions of how the Urban Farm Park is managed and governed are critical to its success. The most likely operating model is one in which the City manages the recreational aspects of the park while providing an inexpensive ground lease for the farm aspects of



Markus Spiske, Unsplash

# Next Steps and Findings

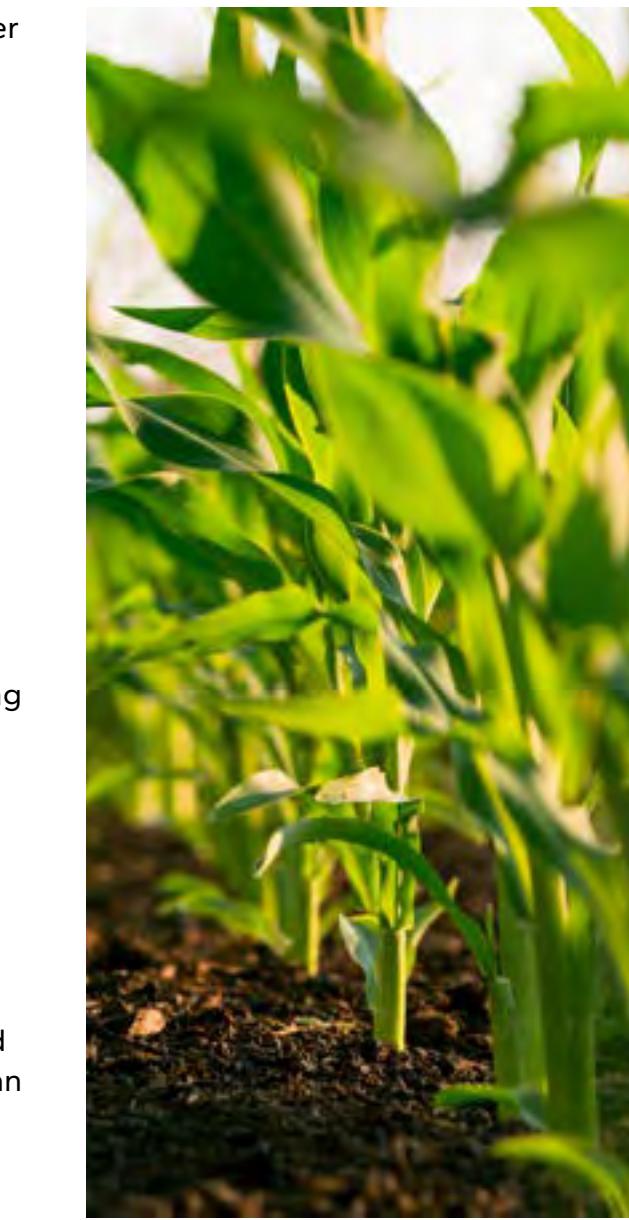
## Feasibility Conditions

entrepreneurs and could be a partner in several aspects of the urban farm park, including the commissary kitchen.

- Growing Home Collective would be interested in being a partner in education.

#### Recommendations

- The Thurston Conservation District (TCD) offered continued help as an advisor on the farm portion, and there could be opportunities to explore as the TCD identifies a site and develops its Education Center.
- Olympia School District must explore a new home for their Freedom Farmer's Program. While the timing might not align to locate the program on the urban farm park site, the City could support the School District's efforts.
- Cielo is interested in establishing ties between the people they serve (many of whom come from agricultural backgrounds) and the farming community. They are also interested in programs that help budding



Steven Wiles, Unsplash

# Next Steps and Findings

## Feasibility Conditions

and culturally relevant would be immensely informative.

- In developing agreements and vetting potential operating partners, the City should hone in on the mission of the Urban Farm Park. When establishing strategic collaborations with other organizations, the City should ensure that the organization's goals align with the Urban Farm Parks. This will help to prevent potential challenges arising from disparate objectives. Questions about design, management and governance are critically important to moving the concept forward with organizations.
- Explore capacity-building grants for organizations that are interested in deepening their ties into Thurston County's agricultural ecosystem.
- Initiate a round of engagement that expands the organizations that this process did not reach and seeks to meet the needs of organizations with immediate unmet land needs for farming, including the Haki Farmers. This could occur as the parks master planning process begins in 2026.

### Condition 3: Funding to support the acquisition of a site to house the Urban Farm Park

#### Key Findings

The City cannot lead the development of an urban farm park at this time, given several other large-scale investments that the City is making. To advance the urban farm park over the next five to ten years, the 2028-2034 Parks Plan must prioritize this investment (among many



Markus Spiske, Unsplash

other important parks and open space investments). Once prioritized, the next step will be to identify a funding strategy for the different segments of the project, starting with acquisition purchase and development of the site. We have some funds set aside for land acquisition, but development and operating costs are more constrained.

#### Recommendations

- Continue to explore creative partnerships and funding opportunities for the Urban Farm Park site.

### Condition 4: Identification of a site that can accommodate the many necessary elements of the Urban Farm Park

#### Key Findings

For the design phase of the project to move forward, OPARD must select a site. We encourage the site selection process to be open in the search phase as the Urban Farm Park can take a lot of different forms. An opportunity may arise on a site that could not have been foreseen. The Implementation Options chapter describes the options for an urban farm park with three different size options. There is a basic list of site needs that all sites will need, regardless of site size:

- Parking
- Tool storage
- Growing space
- Gathering space

- Processing space
- Recreation space
- Restrooms

Using the "Kit of Parts" we tested three site configurations with these short list of site program elements. While keeping costs in mind, and overall site function, there appears to an optimal site size range - too small is inefficient, while too big is too costly to manage and maintain. The Goldilocks range is for sites in the 9-12 acre size.

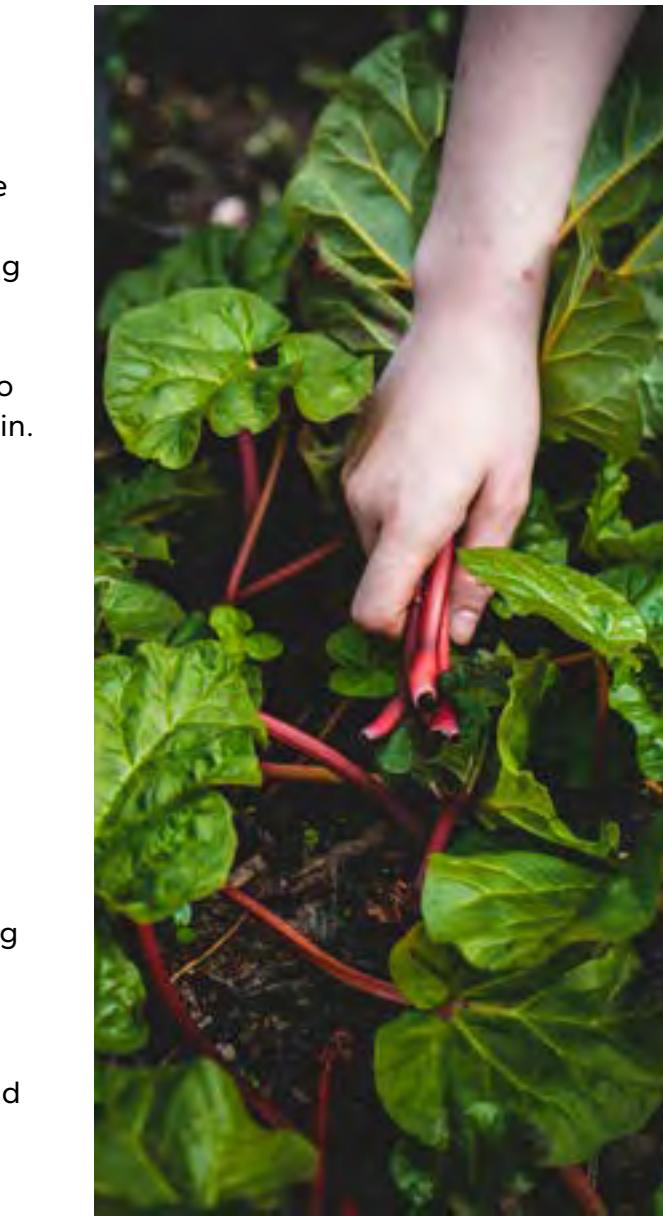
#### Recommendations

##### General Site Design:

- Design flexible spaces that can be transformed over time as needs change or new opportunities arise.
- Be thoughtful about exterior space planning. For example, the Rainier Beach Farm includes an overhanging roof on its event space, allowing for outdoor programming during wet weather. The City should plan for more covered space than anticipated to optimize year-round outdoor programming.

# Next Steps and Findings

## Feasibility Conditions



Jonathan Kemper, Unsplash

# Next Steps and Findings

## Feasibility Conditions

- Consider and plan for a lot of storage for tools and supplies along with event infrastructure like tables and chairs.
- Consider the future technology direction and how to integrate it into the Urban Farm Park.
- Consider the maintenance of borders, including ongoing needs for noxious weed abatement. Such projects are ripe for volunteer efforts but could provide work for community members with City support.
- Include site security needs in initial planning and estimates, especially for areas where food is grown. An on-site



Heyday Farm, Paul Dunn

## Condition 5: Funding for the construction of the Urban Farm Park

### Key Findings

Depending on the ultimate site program and phasing costs, these costs could exceed what the City can provide on its own. Funding for the construction of the urban farm park could include local contributions, state grants, foundation grants, and individual donations. Pursuing external funding will take significant staff time, which the City must plan for to be successful.

### Recommendations

- Look for creative ways to fund various park elements while ensuring the funding requirements align with the Urban Farm Park's mission.

# Next Steps and Findings

## Feasibility Conditions

## Condition 6: Ongoing subsidies to support the nonprofit operating the Urban Farm Park

### Key Findings

The Urban Farm Park will only be feasible if the City and its operating partner can cover operating and maintenance expenses. We found that comparable urban farm parks with an educational focus require upwards of \$1 to 2 million to operate annually. Scaling of existing organizations may ensure continued stable operations, while creation of a new entity would allow for the Urban Farm Park to operate with its own mission and values.

### Recommendations

- Vetting for potential operators should include close accounting of their financial capacity and alignment of their mission



Cloud Mountain Farm

# Next Steps and Findings

## Feasibility Conditions

### Condition 7: Ongoing funding to support the maintenance and capital of operations the recreational elements of the Urban Farm Park

#### Key Findings

This study did not include a detailed accounting of ongoing operating costs for recreational elements, but we assumed that the City would be able to incorporate the Urban Farm Park into its existing operating structure. However, depending on the maintenance demand, the City would require additional operating funds to support a developed park with the same level of service as other parks of similar size and amenities.

#### Recommendations

- If the City pursues a model in which a partner operates just the “farm elements” of the park, the City will need to ensure that it has adequate staffing to support ongoing maintenance of play equipment, parking lots, and other non-farm elements of the park.



Cloud Mountain Farm

# Next Steps and Findings

## Conclusion



Unsplash, Kamala Bright

This study highlights how an Urban Farm Park would serve as a community asset that strengthens residents' connection to food. While challenges lie ahead and substantial funding will be necessary from both public and philanthropic sources, there is reason for optimism. Initial community support is evident for this project. The City should work to incorporate this concept among its many initiatives and explore further public feedback during the next Parks Plan update.

By fostering partnerships, focusing on practical next steps, and seeking innovative funding avenues, the City can lay the groundwork for a valuable community asset that promotes agriculture and education while meeting the needs of its diverse population.

“  
“This could be a force for supporting **community, the environment, individuals and families.**”  
- Anonymous Response from the Urban Farm Park Public Survey Results”

## Appendix

[Case Studies Precedents](#)  
[Discovery Workshop Summary](#)  
[Stakeholder Interview Summary](#)  
[Operation Costs](#)  
[Public Survey Results](#)  
[Kit of Parts](#)  
[Art Vision Guidelines](#)  
[Key Findings](#)

# Endnotes

## Document References

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**1. City of Olympia Community Planning Approach:**

[https://www.olympiawa.gov/community/urban\\_agriculture.php#:~:text=What%20is%20allowed%3Fvibrant%2C%20walkable%20places%20within%20neighborhoods](https://www.olympiawa.gov/community/urban_agriculture.php#:~:text=What%20is%20allowed%3Fvibrant%2C%20walkable%20places%20within%20neighborhoods)

**2. Olympia Comprehensive Plan:**

[https://www.olympiawa.gov/government/codes,\\_plans\\_\\_standards/olympia\\_comprehensive\\_plan.php](https://www.olympiawa.gov/government/codes,_plans__standards/olympia_comprehensive_plan.php)

**3. Olympia Municipal Code:**

[https://www.olympiawa.gov/government/codes,\\_plans\\_\\_standards/municipal\\_code.php](https://www.olympiawa.gov/government/codes,_plans__standards/municipal_code.php)

**4. Engage Olympia Urban Farm Survey:**

[https://ehq-production-us-california.s3.us-west-1.amazonaws.com/8bb9727a244581e4e1385ae4cb9078cc6726b0d0/original/1698961188/c5566960886aeab848ccf816b33ea5aa\\_Urban-Farm\\_Survey-Results.pdf](https://ehq-production-us-california.s3.us-west-1.amazonaws.com/8bb9727a244581e4e1385ae4cb9078cc6726b0d0/original/1698961188/c5566960886aeab848ccf816b33ea5aa_Urban-Farm_Survey-Results.pdf)

**5. Olympia Urban Agriculture Analysis:**

<https://www.thurstoncd.com/wp-content/uploads/2022/08/Olympia-Urban-Agriculture-Analysis-2022.7.21.pdf>

**6. Parks, Arts & Recreation Plan:**

[https://www.olympiawa.gov/services/parks\\_\\_recreation/parks,\\_arts\\_\\_recreation\\_plan.php](https://www.olympiawa.gov/services/parks__recreation/parks,_arts__recreation_plan.php)

**7. Olympia Farmland Analysis:**

<https://www.thurstoncd.com/wp-content/uploads/2021/01/Olympia-Farmland-Analysis.pdf>

**8. Olympia Subarea Planning:**

<https://olympianeighborhoods.org/resources-and-links/subarea-planning/>



# Urban Agriculture Update

City Council  
January 13, 2026



# Urban Farming in Olympia Comprehensive Plan

Goal GL29. In collaboration with community partners, local Thurston County food production is encouraged and supported to increase self-sufficiency, reduce environmental impact, adapt to future climate conditions, promote health and the humane treatment of animals, and support the local economy.





# Thurston Conservation District Contract

Task 1: Expand Community Gardens

Task 2: Incentivize Urban Agriculture and Remove Barriers in City Code

Task 3: Connect Private Vacant Land with Potential Farmers





# Potential Barriers or Disincentives to Farming

Zoning – Is urban farming allowed outright?

- Row crops, grazing, animals, beekeeping, hydroponics, rooftops and side-of-buildings
- Greenhouses, nurseries
- Produce sales on-site

Water – Availability and cost of irrigation

- Existing wells, municipal water rates for irrigation, hydrants or other public sources

Farming support structures – Flexibility

- Converting existing structures, building new structures
- Permitted outright or streamlined process; few infrastructure requirements



# First Proposed Draft – April 23, 2024

Proposed a new “Agriculture” definition in OMC Chapter 18.04

- Emphasized small scale uses; small scale was not well defined
- As written, created a new small scale urban agricultural use as a secondary use

Directives from Land Use & Environment Committee:

- Animal husbandry – where to allow animals? Tumwater approach?
- Investigate whether to expand irrigation water rates program to include accounts with lesser land cover and/or not producing for sales or donation. Potential grant or loan program to assist with cost of installing water meters for irrigation.
- Explore use of hydrant meters for agriculture under certain circumstances.
- Find opportunities for the City to actively engage in urban agriculture.



# Recommended Code Changes & Clarifications

- Apply existing agriculture definition of OMC Chapter 18.02
- Expand to allow in residential and commercial zoning districts with some limitations (*not allowed in Auto Services district*)
- Allow agricultural use as primary and/or accessory use
- Updates “traditional pet” sections found in OMC Residential and Commercial Chapters
- Clarify that changes from other uses to agriculture as not triggering frontage or other improvements – not a code change
- Clarify that structure changes from non-agriculture to agricultural use are permitted without land use permit – not a code change



# Agriculture Allowed as a Permissible Use

Existing OMC Definition - Agriculture. The use of land for farming, dairying, pasturing and grazing, horticulture, floriculture, viticulture, apiaries, animal and poultry husbandry, and accessory activities, including, but not limited to, storage, harvesting, feeding or maintenance of equipment and onsite sales of agricultural products, but excluding stockyards, slaughtering or commercial food processing.

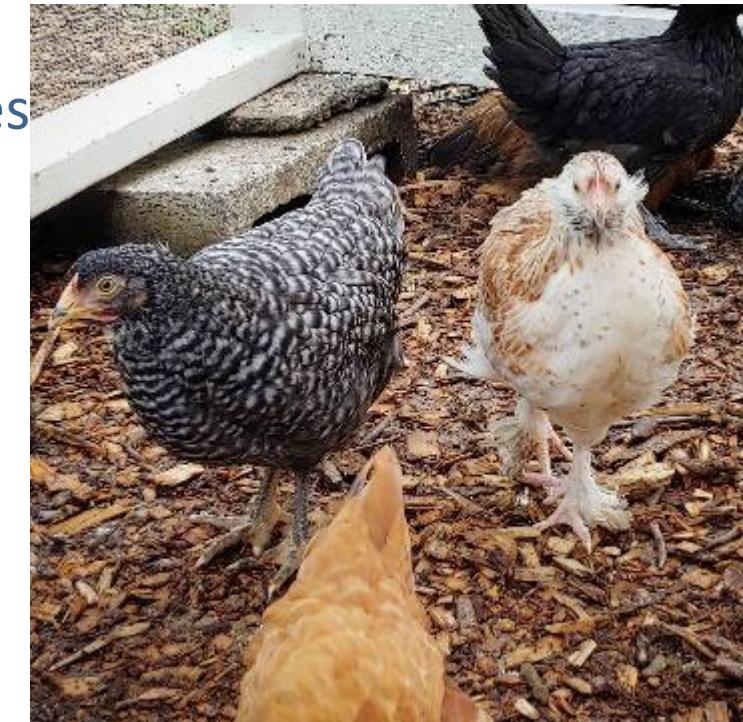
DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
<b>6. AGRICULTURAL USES</b>															
Agricultural Uses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060.KK

COMMERCIAL DISTRICT	NR	PO/RM	GC	MS	UW	UW-H	DB	AS	CSH	HDC-1	HDC-2	HDC-3	HDC-4	APPLICABLE REGULATIONS
Agriculture	P	P	P	P	P	P	P	I	P	P	P	P	P	18.04.060.KK



# OMC 18.04.060 Subsection KK – Agriculture

- Lots 2 acres or greater – allows 1 USDA Animal Unit per acre (i.e. cows, sheep, horses)
- Lots 2 acres or less – largely follows previous animal allowances for ducks, chickens, rabbits, goats. Adds turkeys and quail, but pigs are now counted under USDA for over lots over 2 acres
- Specifies beekeeping outright as a permissible use
- Adds fencing and enclosure rules
- Includes two nuisance clauses – one for preservation of water resources, the other for “community peace, health and welfare”
- Allowances and updates largely modeled from City of Tumwater and Thurston County Olympia Urban Growth Area urban agriculture ordinances





# Revised Draft – OPC & LUEC Recommendations

Topic	March 25, 2025 Staff revisions in response to LUEC feedback	May 5, 2025 OPC Public Hearing Draft	<b>May 12, 2025</b> <b>OPC Revisions recommended to Council</b>
Beekeeping Rules (per request of community feedback)	Allowed outright with no registration or limit on number of hives.	Allowed only if registered with State (RCW 15.60.021).	Register with state, specifies only <i>Apis mellifera</i> (honeybees) as permitted.
Hive Limits	No specified limit.	Max 4 hives on lots under 10,000 sq. ft.	No Change.
Hive Setbacks	No specific setback; general zoning setbacks apply.	Must be 10 feet from lot lines; not allowed in setback areas.	Minimum 25 feet from lot lines; can be reduced to 10 feet with fencing or elevation measures.
Enclosure Setbacks	Must adhere to zoning districts minimum setbacks.	All enclosures must be 10 feet from property lines; not in setback areas.	No Change.
Nuisance Clause for Animals	None	None	Includes clause prohibiting nuisances such as noise, odors, pests, and aesthetic impacts.



# Update to Traditional Pets Sections

- Residential and Commercial chapters had slightly different requirements for traditional pets
- Updates both chapters with same, consistent requirements for traditional pets (dogs, cats, small animals)
- Other animals specified under new subsection KK – Agriculture
- Traditional pets are in addition to those as outlined in subsection KK.



# JAS Feedback for Traditional Pets Sections

- Joint Animal Services discussion and requested amendments
  - Concern for otherwise suitable adoptions being prohibited; enforcement
- Increase from six to ten
  - Staff recommends eight
- Remove “no more than three of any species”
- No more than six eight/ten pet animals, ~~and no more than three of any species~~, are permitted per dwelling unit.
  - “Small pet” animals do NOT count toward this total



# Proposed Motion

Move to adopt the urban agriculture code updates with proposed amendments as discussed.



## Questions?

**Community Planning & Economic Development**

**Casey Schaufler, Associate Planner**

**[cschaufl@ci.olympia.wa.us](mailto:cschaufl@ci.olympia.wa.us)**

**360.753.8254**



# USDA Animal Units

Table 1. Animal unit equivalents (AUE) guide<sup>1</sup>.

Kinds/Classes of Animals	Animal Unit Equivalent (AUE)	Forage Consumed in Pounds (air-dried <sup>2</sup> )	
		Day	Month
1,000-lb. cow, dry	0.92	28	851
1,000-lb. cow, with calf	1.00	30	913
1,100-lb. cow, with calf	1.07	32.5	988
1,200-lb. cow, with calf	1.15	35	1,064
1,300-lb. cow, with calf	1.22	37	1,125
1,400-lb. cow, with calf	1.29	39	1,186
1,500-lb. cow, with calf	1.35	41	1,247
Cattle bull, mature	1.40	42.5	1,295
Weaned calves to yearling	0.60	18	547
Yearling cattle (600-800 lb.)	0.70	21	638
Two-year-old cattle (800-1,000 lb.)	0.90	27	832
Bison cow, mature	1.00	30	913
Bison bull, mature	1.50	45	1,368
Horse, mature	1.25	38	1,155
Sheep, dry	0.15	4.5	135
Sheep, mature with lamb	0.20	6	182
Sheep ram	0.25	7.5	228
Goat, mature	0.15	5	152
Deer, white-tailed, mature	0.15	5	152
Deer, mule, mature	0.20	6	182
Elk, mature	0.60	18	547
Antelope, mature	0.20	6	182
Sheep, bighorn, mature	0.20	6	182
Jackrabbit, white-tailed	0.02	0.6	18
Prairie dog	0.004	0.1	3

The standard animal unit is a 1,000-pound cow with a 6-month-old or younger calf by her side. The kind, class and size of livestock will need to be adjusted based on this standard.



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

## City Council

### Approval of an Ordinance to Vacate an Alley Right-of-Way South of Legion Way, between Adams and Jefferson Street

**Agenda Date:** 1/27/2026  
**Agenda Item Number:** 4.G  
**File Number:** 26-0072

---

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

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**Title**

Approval of an Ordinance to Vacate an Alley Right-of-Way South of Legion Way, between Adams and Jefferson Street

**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 to Vacate an Alley Right-of-Way South of Legion Way, between Adams and Jefferson Street.

**Report**

**Issue:**

Whether to approve on first reading, and forward to second reading, an Ordinance to Vacate an Alley Right-of-Way South of Legion Way, between Adams and Jefferson Street.

**Staff Contact:**

Adam Dreller, PLS, City Surveyor, Public Works Engineering, 360.742.6489

**Presenter(s):**

None - Consent Calendar Item.

**Background and Analysis:**

A property owner adjacent to an alley right-of-way south of Legion Way, between Adams Street and Jefferson Street has requested the City to initiate the process to abandon the alley adjacent to their property. The additional property will be used in the development and construction of a new apartment building consisting of 87 market rate units. This will be four stories of apartments over a first story of retail and parking stalls.

On December 9, 2025, a Public Hearing was held with no public comments. Council, therefore, directed staff to draft a Vacation Ordinance for Council approval.

City staff reviewed the request using criteria outlined in the Olympia Municipal Code Section 12.16.100. Staff recommends approval of the vacation with the requirement for the petitioner to make payment of one-half the appraised right-of-way land value to the City.

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

The Public Hearing provided an opportunity for Council to hear comments from the community regarding the requested vacation. No public testimony was received during the hearing.

**Financial Impact:**

The applicant will be required to pay \$19,500, which is one-half of the appraised value of the property to be vacated, before the vacation takes effect.

Per RCW 35.79.030, the property owner abutting the street or alley that is being vacated shall compensate the City in an amount which does not exceed one-half the appraised value of the area being vacated. If the alley has been part of a dedicated public right-of-way for twenty-five years or more, which this alley has been, the City may require compensation up to the full appraised value of the area being vacated. Historically, the City has only required one-half the appraised value as compensation regardless of the length of time the area has been public right-of-way. This is an effort to make the vacation process more affordable and promote development within the City.

**Options:**

1. Move to approve on first reading, and forward to second reading, an Ordinance to Vacate an Alley Right-of-Way South of Legion Way, between Adams and Jefferson Street. This option allows the vacation to occur.
2. Approve on first reading with additional conditions desired by Council, and forward to second reading, an Ordinance to Vacate an Alley Right-of-Way South of Legion Way, between Adams and Jefferson Street. Staff will update the Ordinance with Council modifications prior to second reading.
3. Do not approve an Ordinance to Vacate an Alley Right-of-Way South of Legion Way, between Adams and Jefferson Street. The City right-of-way will remain.

**Attachments:**

Ordinance  
Vicinity Map

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

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON VACATING A PORTION OF AN ALLEY RIGHT-OF-WAY SOUTH OF LEGION WAY, BETWEEN ADAMS AND JEFFERSON STREET**

**WHEREAS**, the Olympia City Council adopted Resolution No. M-2668 on November 10, 2025, setting a public hearing to allow public comment relating to a petition to vacate a portion of an alley right-of-way south of Legion Way, between Adams and Jefferson Street as a public thoroughfare; and

**WHEREAS**, as required by OMC 12.16.050, written notice of the proposed vacation and public hearing was posted at Olympia City Hall, posted on site, and mailed to all property owners abutting and within 300 feet of the boundaries of the rights-of-way to be vacated; and

**WHEREAS**, a public hearing was held by the Olympia City Council on said petition on December 9, 2025, at the City Council's regular 6:00 p.m. business meeting; and

**WHEREAS**, the City has received no comments objecting to the vacation from any member of the public nor from any utility provider regarding this vacation; and

**WHEREAS**, in conjunction with the City's vacation of the subject right-of-way, the Applicant is granting the City a utility easement, for sewer service; the provision of this utility easement is a necessary condition of the vacation of the subject right-of-way; and

**WHEREAS**, the Public Works Department has indicated the property has no known current or foreseeable future use to the City as a right-of-way, provided the utility easement referenced above is granted to the City; and

**WHEREAS**, the City Council determines it to be in the public interest to grant the petition to vacate a portion of an alley right-of-way south of Legion Way, between Adams and Jefferson Street as a public thoroughfare, subject to the requirements of OMC 12.16.080, OMC 12.16.090, and RCW 35.79.030;

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

Section 1. As recommended by the City of Olympia Public Works Department and as requested by the owner of the abutting parcel(s), the Olympia City Council, pursuant to OMC 12.16.050 and RCW 35.79.010, hereby vacates as a public thoroughfare the following described public thoroughfare situated in the City of Olympia, Thurston County, State of Washington, to wit:

*THAT PORTION OF THE EAST-WEST ALLEY ADJACENT TO LOTS 4 AND 5 OF BLOCK 46 OF SYLVESTER'S PLAT AS RECORDED IN VOLUME 1 OF PLATS, PAGE 14, RECORDS OF THURSTON COUNTY, WASHINGTON, LYING WESTERLY OF JEFFERSON ST AND ADJACENT TO AND EASTERLY OF ALLEY VACATION 1282 IN SAID BLOCK 46 (BEING APPROXIMATELY 10 FEET WIDE BY 60 FEET LONG);*

*TOGETHER WITH THE EAST HALF OF THE NORTH-SOUTH ALLEY IN SAID BLOCK 46, LYING SOUTH OF THE NORTH LINE OF THE EAST-WEST ALLEY OF SAID BLOCK 46 AND LYING NORTH OF THE SOUTH LINE OF SAID EAST-WEST ALLEY (BEING APPROXIMATELY 10 FEET WIDE BY 5 FEET LONG);*

*SITUATE IN THE CITY OF OLYMPIA, COUNTY OF THURSTON, STATE OF WASHINGTON.*

**Section 2.** The vacation meets the criteria set forth in OMC 12.16.100, which is summarized as follows:

- The proposed vacation will not be materially detrimental to other properties in the vicinity, nor will it endanger public health, safety, or welfare.
- The subject right-of-way is not needed for general access, emergency services, utility facilities, or other similar public purposes, nor is it necessary as part of a long-range circulation plan, pedestrian/bicycle pathway plan or street improvement plan. This criteria is met because the Applicant is granting the utility easement referenced in the recitals above.
- The subject vacation is consistent with the adopted Olympia Comprehensive Plan and all other related land use and circulation regulations and policies.
- The subject vacation would not directly or indirectly result in an adverse impact on historical or cultural resources, the natural environment, or otherwise negatively affect environmentally sensitive areas.

Section 3. Method of Calculation for Required Compensation. The owners of the abutting property shall make payment to the City; each abutting property owner shall pay to the City the appraised value of the property to be acquired as a result of this vacation. Such compensation must be calculated based on an appraisal of the value of the affected rights-of-way, completed by a qualified appraiser.

Section 4. Effective Date. This Ordinance is not effective until the owners of the abutting property make payment required under OMC 12.16.080, OMC 12.16.090, and RCW 35.79.030 for the area vacated and the Applicant grants to the City the utility easement referenced in the recitals above. Failure of the abutting property owners to make payment within 90 days of the passage of this Ordinance automatically (without further Council action) voids the petition and the vacation of right-of-way approved by this Ordinance. If payment is made immediately upon approval of the Ordinance, the Ordinance take effects five days after passage and publication.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS

TO FORM:

*Michael M. Young*  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY

**Certification of Payment.** I, Sean Krier, City Clerk, hereby certify that an amount equal to one-half of the appraised value of property above vacated was    was not    received within the required Timeframe.

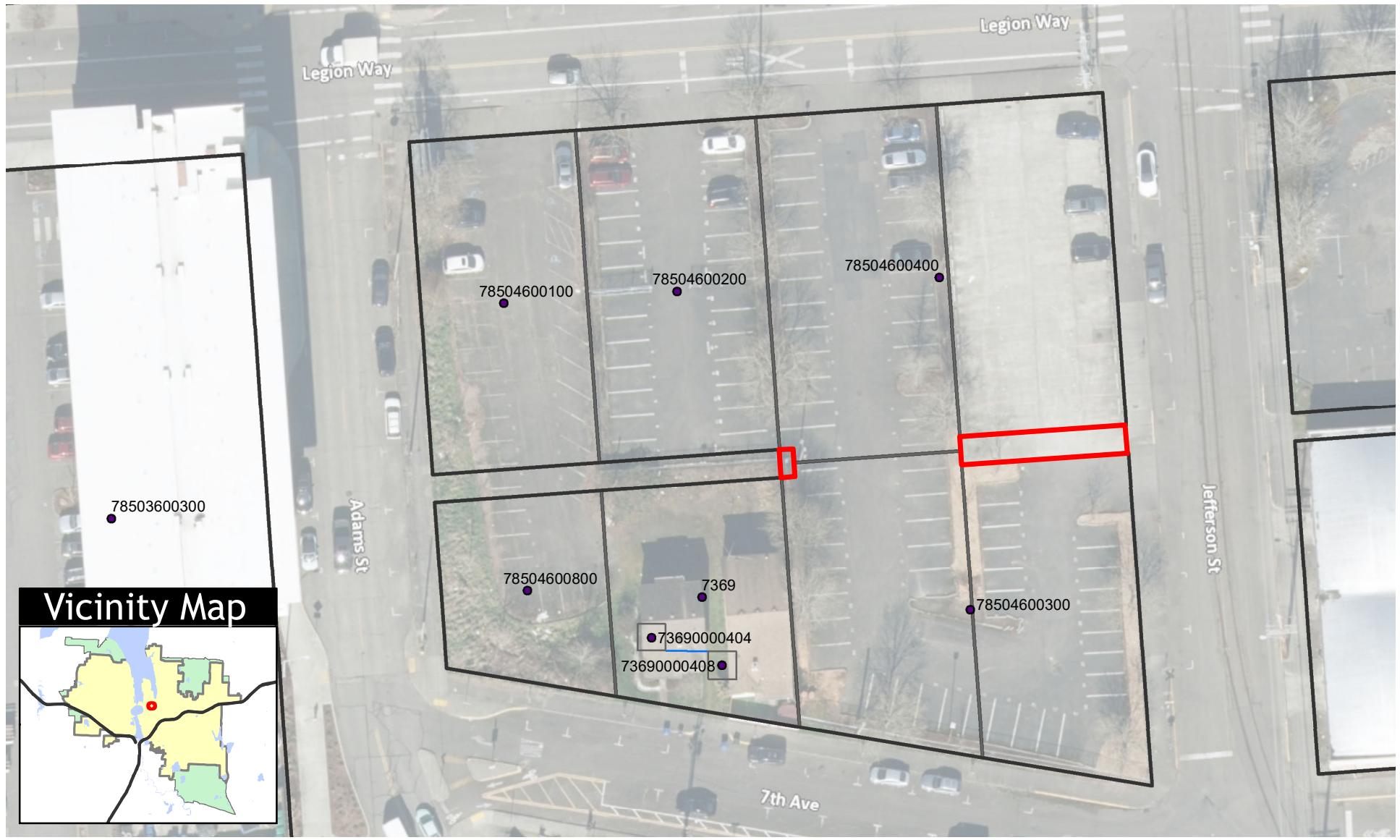
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CITY CLERK



# Jefferson and Legion Alley Vacation

Permit #: 24-2322



0 25 50  
Feet

1 inch = 50 feet

Map printed 5/23/2024

For more information, please contact:  
Michael Kaminski, Engineering Technician II  
mkaminsk@ci.olympia.wa.us

File name and path: O:\CUSTOMER SERVICE\External\2024\PJ Boughal\_Mtn2Coast\_Jefferson and Legion Alley Vacation\_5-14-2024\_M\Working\JeffAndLegionAlleyVac.mxd

This map is intended for 8.5x11" landscape printing.

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





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

## City Council

### Approval of Park Names for the Properties known as “The Olympia Armory”, “Yelm Highway Community Park” and “Kaiser Woods Park”

**Agenda Date:** 1/27/2026  
**Agenda Item Number:** 6.A  
**File Number:** 26-0060

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

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#### **Title**

Approval of Park Names for the Properties known as “The Olympia Armory”, “Yelm Highway Community Park” and “Kaiser Woods Park”

#### **Recommended Action**

#### **Committee Recommendation:**

Move to approve the Community Livability and Public Safety (CLPS) Committee's recommendation of the following park names and forward them to the City Council for consideration:

- Daley Arts Center (known as Olympia Armory)
- Jolene Unsoeld Community Park (known as Yelm Highway Community Park)
- Marj Yung Park (known as Kaiser Woods Park)

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

Move to approve the recommended official names for the park properties known as The Olympia Armory, Yelm Highway Community Park, and Kaiser Woods Park to Daley Arts Center, Jolene Unsoeld Community Park, and Marj Yung Park.

#### **Report**

#### **Issue:**

Whether to approve the recommended official names for the park properties known as The Olympia Armory, Yelm Highway Community Park, and Kaiser Woods Park to Daley Arts Center, Jolene Unsoeld Community Park, and Marj Yung Park.

#### **Staff Contact:**

Laura Keehan, Parks, Arts and Recreation, Director of Parks Planning & Maintenance, 360.570.5855

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

Laura Keehan, Director of Parks Planning & Maintenance

Sarah Giannobile, Parks Planner

Valerie Roberts, Armory Building Manager

### **Background and Analysis:**

Three parks and parks facilities are currently under the process of finding an official name - The Olympia Armory, Yelm Highway Community Park and Kaiser Woods Park.

#### Olympia Municipal Code Section

The process and criteria for naming parks and park facilities are detailed in Olympia Municipal Code 12.62.050:

- D. In naming parks and other park facilities, consideration shall be given primarily to:*
  - 1. Neighborhood, boundary roads, or common usage identification;*
  - 2. A natural or geographic feature;*
  - 3. Significant historical events or cultural attributes;*
  - 4. A historical figure;*
  - 5. A name chosen by an individual (living or deceased) who has made a significant land and/or monetary contribution to the park system;*
  - 6. An individual who has contributed outstanding civic service to the City or has been instrumental in acquiring or developing parks properties and who has been deceased for a period of at least one year;*
  - 7. Organizations having contributed to and influenced the betterment of the City.*
- E. Parks and park facilities shall not ordinarily be named for living persons unless they have stipulated the name as a condition of donation or unless the park or park facility is part of a regional facility that is named in conjunction with other governmental entities.*

The code further identifies that PRAC shall hold a public hearing and consider all proposed names prior to making a recommendation to City Council.

#### Process To Date

On October 17, 2024, PRAC held a public hearing and discussed potential official names for the three properties. PRAC initially forwarded the names:

- *The Daley Creative Arts Campus at the Armory*
- *Strawberry Fields Community Park*
- *McMillan Trails Park*

At PRAC's February and March 2025 meetings, staff provided additional information, and PRAC revised its recommendations to:

- Daley Arts Center
- Jolene Unsoeld Community Park
- Elk Ridge Trails Park

On October 15, 2025, the Community Livability and Public Safety (CLPS) Committee reviewed the proposed names and recommended the following:

- Daley Arts Center
- Jolene Unsoeld Community Park
- Marj Yung Park

Public testimony in support of naming Kaiser Woods Park in honor of Marj Yung influenced CLPS's unanimous recommendation.

### Property Backgrounds

#### “The Olympia Armory”

The City of Olympia is transforming the historic Armory building into a Creative Campus. The vision for the site is to support the arts as integral to Olympia’s way of life, encourage community growth through creativity and innovation, and use the arts to connect people, ideas, and place while operating within an equity framework.

#### “Yelm Highway Community Park”

In late 2018, the Olympia Parks, Arts & Recreation Department (OPARD) purchased 83 acres at 3323 Yelm Highway for a future athletic field-oriented community park. Over the next five years, a master planning process was completed, and the project is anticipated to go to bid in March. The approved master plan includes active and passive recreation amenities, protection of critical areas, and public art integration. The park is designed to address a longstanding community need for dedicated rectangular fields, with a primary focus on soccer.

#### “Kaiser Woods Park” Background

Kaiser Woods Park is a 70.19-acre park located in southwest Olympia. It is currently undeveloped but is slated to be Olympia’s first park to have dedicated mountain biking trails.

In 2019, when the planning process kicked off for the Kaiser Woods Park Development, there was an effort to solicit names for the park. Fifty name suggestions were submitted during that time period. Since that time, several delays have slowed the planning and development process and therefore the naming process.

After a multi-year planning process, the park development plan is in the permitting phase with the hope of breaking ground in 2026. The park development will include over 5 miles of hiking and biking trails with skills areas and features for beginners to advanced riders. This project will also include new access to the park from Black Lake Boulevard, a 25-stall parking lot and a single restroom.

Five years have passed since the last name solicitation, so we opened another opportunity for name recommendations in conjunction with the naming of “The Armory” and “Yelm Highway Community Park.”

#### **Climate Analysis:**

Naming these parks will not have a climate impact.

#### **Equity Analysis:**

Park names reflect the values, history and identity of the community. Naming decisions can advance equity when they honor underrepresented groups, recognize cultural histories and places. Names that exclude underrepresented communities can reinforce historical inequities and limit opportunities for belonging. The park naming process provides several opportunities for community input through a variety of engagement methods and consideration of multiple perspectives before a final recommendation is made.

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

Park name suggestions were solicited from the public on Engage Olympia during the month of September 2024. Several community members have provided testimony and/or written comments

supporting various names.

**Financial Impact:**

There is no financial impact related to officially naming the parks. Signage and other associated costs will be addressed in the planning for each individual park.

**Options:**

1. Move to approve the recommended official names for the park properties known as The Olympia Armory, Yelm Highway Community Park, and Kaiser Woods Park to Daley Arts Center, Jolene Unsoeld Community Park, and Marj Yung Park.
2. Approve alternative official names.
3. Do not approve official park names. The parks would not have official names and would continue to be known by their working names until a new official naming process was pursued.

**Attachments:**

Suggested Park Names- Armory

Suggested Park Names- Yelm Highway Park

Suggested Park Names- Kaiser Woods

## Submit your name idea for "The Armory"

Ideas		Likes
Title	Description	
Renaming the Armory	<p>The current name (The Armory Creative Campus) is an appropriate nod to the building's past with an eye on the future.</p> <p>City Code (12.62.010) says, "The City will choose names for public buildings and property owned by the City of Olympia based on the building or property's relationship to any of the following criteria:</p> <p>D. A historical figure or place."</p> <p>The current name is appropriate, descriptive, and consistent with city code. This building is a part of Olympia's history, and though its purpose has evolved, its interim name--The Armory Creative Campus--is perfect as is!</p> <p>Thanks.</p>	5
"Art For The People"		0
Olympia Community Art Center		1
Up In Arts	Renaming the armory for its future purpose: Up In Arts.	3

Olympia Urban Art Gallery		0
Cora Pinson Creative Campus	<p>Cora Pinson was the first African American elected to the Olympia city council and the first African American elected to any city council in Washington. Our community should celebrate her important achievements in life and honor her legacy here by renaming the Olympia Armory in her honor.</p> <p><a href="https://app.leg.wa.gov/documents/billdocs/1993-94/Pdf/Bills/Senate%20Resolutions/8663-Cora%20Pinson%20honored.pdf">https://app.leg.wa.gov/documents/billdocs/1993-94/Pdf/Bills/Senate%20Resolutions/8663-Cora%20Pinson%20honored.pdf</a></p>	5
The Olympia Creative Campus	Keep it simple, easy acronym	2
Selby Art Center	<p>Cheryl Selby has always supported the Arts in Olympia, from being one of the founders of the Olympia Artspace Alliance to serving tirelessly for the Arts on the Olympia City Commission and as Mayor.</p>	0
The Olympia Armory	<p>Respects its past, everybody knows it already and it might humanize the military for people who don't know much about its history in protecting stuff like the arts.</p> <p><a href="https://www.aps.org/archives/publications/apsnews/201804/history.cfm">https://www.aps.org/archives/publications/apsnews/201804/history.cfm</a></p>	7
Roses from Soldiers Cultural Center	I served at the Olympia Armory with the 116th Support Center during the 1970's and have a strong patriotic connection to it. Hence the name "Roses from Soldiers" to recognize its history and promote its new life.	0
The Artmory Creative Center	A nod to the history of the building and its new use.	2

The Armory		5
Tracy Reddick Community Center		0
The Olympia Creative Center	the term creative encompasses more than visual arts or a traditional art exhibit or store like the word gallery implies.	1
Tracy Reddick Community Center		0
Squalli-Absch Creative Campus	This name combines elements from the Nisqually Tribe (“Squalli”), meaning “people of the grass” in the native Lushootseed language, and “Absch,” part of the traditional name for the Puyallup people, which means “the people of the clear salt water.” The name represents both the land and water that are significant to the tribes around Olympia and Thurston County, honoring their deep-rooted connection to the environment and community.	3
Avant-Garde Creative Campus	New and unusual or innovative ideas in the arts or a group active in introducing new and unusual ideas.	0
Converging Arts Center	Where the arts come together at the same location.	2

Olympia Armory	This is the most common usage by locals, and it easily fits on a directional sign. It would also lend itself to a sub-title such as "and Creative Arts Campus."	9
'The Olympia Foundry'	Sure, a foundry is a factory workshop used for pouring molten metals (& if we know of any highly skilled blacksmiths that have been ruthlessly priced out of their South Sound studios, perhaps we find a welcome home for them here) but a foundry also can also be a metaphor for transformation, growth and production. We need all such things just like we need highly skilled and innovative leaders like Kelly Riggs in our Creative District . Cheers Oly	5
Steh-Chass Community Arts Center	A name that honors Olympia's original residents seems like a good choice to me!	1
Olympia Artery	Aside from associating "art" with "armory," connecting present with past, it has a feeling of vitality - the beating heart of Olympia's arts ...	1
Olympia Artery	The name evokes being at the center of arts and plays off the armory- and it's simple	1
Art Oly	Only 2 letters different from ArmOry	0
True Colors	to convey respect + acceptance for ALL	0

Armory Center for the Arts	Exactly what it is.	1
Unity Center	Uniting people of all backgrounds.	0
Daniel Evans Creative Arts Campus	Or, DECA Campus. In memory of his years as Governor and his work creating TESC.	0
Olympia Civic Arts Center		1
The Armory Creative Arts Center		0
Swords Into Plowshares		0
Bruce P Crandall Creative Arts Armory	Olympia's Bruce P. Crandall is a Medal of Honor recipient. It would honor the history and legacy of the building with a historic Olympia figure, and point toward its new future for the creative arts.  MEDAL OF HONOR ACTION DATE: NOVEMBER 14, 1965 MEDAL OF HONOR ACTION PLACE: LANDING ZONE X-RAY, IA DRANG VALLEY, VIETNAM	0

Ars Gratia Building	Just because	0
Plowshares Center for the Arts	A shortened version of "Swords into Plowshares."	0
Daniel J. Evans Conference Center	<p>Daniel J. Evans Conference Center</p> <p>Evans served as governor of Washington from 1965 to 1977 and a member of the US Senate from 1983 to 1989. Across Washington State the citizens have benefited from his years of government service.</p> <p>Evans was a moderate, particularly on social and environmental issues, which started his climb through government representing the citizens of Washington State.</p> <p>Every part of Washington state has been touched from Hanford to Bremerton, the San Juans Islands and Orca Whales, to the Wilderness Parks on the peninsula, all across the state the citizens of Washington know Dan Evans.</p> <p>Evans was an Eagle Scout; served in the Navy; graduated from the University of Washington; founded the country's first state-level Washington State Department of Ecology; supported state's system of Washington Community and Technical Colleges; and second president of The Evergreen State College.</p>	0
The Capital Armory	Keeping it short memorable.	0
Beaux Arts Olympia	Beaux Arts is a term used to describe a large cross section of the arts (e.g., fine arts, theater, music, etc.). It was an architectural term in the late 1800s, but has been used more broadly to describe "beautiful arts" in general since then. It is not overused, so it would be unique to the Armory and would describe what is happening there.	0

Amor Creative Campus	Amor means love in a number of languages. The word ArMORy contains the word AMOR. It is symbolic of turning swords into plowshares, recognizing the historic purpose of the building, and its transformation to a new purpose. I recommend leaving the existing ARMORY sign, but paint the letters AMOR in a bright color, while painting the first R and the Y gray or another subdued color. The rest of the name ("creative campus" or other descriptive words) would be added below the word "AMOR".	0
Everpeace Art Center	With the need for an armory waning, highlighting the transition to a peace center pays tribute to the positive shift to a peaceful society. The word has multiple meanings, such as "peace in terms of peacetime" and "peace as in tranquility," as well as the enduring nature of the building, as in "Forever—or "Ever" peace.	1
"The Artist formerly known as the Armory", just kidding, kind of, "The Awesome Artist's Armory", "Artisans Art Center", Artesian Armorv	Yayyyy	1
I suggest we name this facility "The Olympia Armory Arts Center"	This simple name includes the history of the building and its new use. Easy to remember.	0
The Olympia Creative Arts Cooperative Center	A place were people meet and work together cooperatively to produce various kinds of creative civic arts.	0
Olympia Armory Creative Campus		0
The Hive	This is a gathering place for people involved in collaborating to create sweet arts and cultural products and events. It includes the concept of collecting input from the community and transforming them into something deliciously beautiful.	0

Bill Daley Creativity Center	Bill Daley was Olympia's mayor in the mid80s and a member of Olympia's first city council. His vision for revitalizing Olympia's Downtown included the WA Center, the Olympia Center, the Farmer's Market, and an Arts Commission. His advocacy and political skills made these important Olympia assets happen.	3
The Artory	This name reflects both the new and historic purposes of the facility. And we would insert a "t" over the "m" in the existing Art Deco lettering over the entrance to preserve that lovely detail and represent the transition between old and new.	0

## YELM HIGHWAY COMMUNITY PARK NAME SUGGESTIONS

	Name	Reason for Name	Likes
1	Nisqually Tribe to name it	My suggestion for an official name for the <u>Yelm Highway Park</u> is to allow the Nisqually Tribe to name it!!	
2	Tileq Community Park	Means strawberry in Nisqually Lushootseed	
3	Shimmering Prairie Park	My naming choice would be "Shimmering Prairie Park" to reflect the general translation of the Nisqually tribes description of the area.	
4	Farmland Park	This was farmland and is a region of top quality farm soils. We are unlikely to use farmland as name for another park. Represents local farming heritage	1
5	Strawberry Fields Community Park	Too many memories of picking strawberries as a kid.	9
6	Strawberry Fields		7
7	Random Openspace	Celebrating the arbitrary decisions leading to designation of a city park on the outer edge of said city that nobody asked for where threatened species lived until it became a park.	3
8	Berry Trails Park		
9	This Should Be a Farm Park	In recognition that the city is undermining its own goals of no net loss of farmland, a vibrant agricultural economy and a sustainable local food system by converting prime farmland into parking lots and manicured sports fields.	2
10	Strawberry Fields Never	Like the Beatles, but the opposite of their intention.	1
11	Tracy Reddick Community Park		
12	Strawberry Park		
13	Tracy Reddick Community Park		
14	Strawberry Fields	Everyone knows that location for the u-pick Spooner's Strawberries and their fruit stand. I think, Strawberry Fields, honor the past and incorporates the future planned use for playing fields and open space. I live next to the park area and volunteer strawberries grow around the area.	5
15	?əshəli? cə swəda?xʷ Park	(Pronounced as "uh-shee-lee suh sway-dah-hoo"). ?əshəli? means "together" in Lushootseed, the language spoken by the Coast Salish tribes, symbolizing unity and the importance of family. swəda?xʷ means "home" or "village," reflecting a sense of community and shared space for families.  The name highlights the significance of family and community, core values for the Native tribes of the Olympia region, including the Nisqually, Squaxin Island, and Puyallup tribes, while recognizing their language and heritage.  This name brings together the themes of family, unity, and place, celebrating the enduring connection between people and the land.	4
16	ča?adzac	The Lushootseed name for the Garry oak.	2

17	Leschi Fields	Named after Chief Leschi of the Nisqually Indian Tribe who was a leader for the southern Puget Sound Indigenous tribes. He was unjustly hung and in 2004 the Washington Senate passed a resolution proclaiming Leschi's conviction and execution as an injustice, declaring him a "great and noble man". His conviction was overturned by the Supreme Court.	1
18	Chambers Creek Park	Named after Chambers Creek to the south of the property.	
19	Olympia Soccer Park		
20	Spooner Fields		
21	Shelm Prairie Park	Yelm's name has its roots in the language of the Nisqually Tribe. The name "Yelm" is derived from the Coast Salish word "shelm," which means "land of the dancing spirits" or refers to the shimmering heat that rises off the prairie floor during the summer months <sup>1</sup> . This name reflects the natural phenomena observed in the area and the cultural heritage of the Nisqually people. "HistoryLink.org"	
22	Olyberry Park		
23	Strawberry Fields	In recognition of the Spooner berry fields that once occupied this land. Families had fun here picking berries.	5
24	Spooners community park	I have lived in Olympia for 60+ years, we all know what we call that parcel even though Spooners hasn't owned it in over 6 years.	
25	Berry Blossom Park		1
26	Spooner Field		
27	Artesian Soccer Park	Artesian soccer has been a fun outlet for the local soccer community with outdoor, indoor and fun family soccer events. With this being a soccer-centric park would be fun to have Artesian history (the old brewery) and local soccer ("Artesian" Soccer) celebrated all in one name.	1
28	Evergrow Olympia Park	Strawberries are notoriously hearty and grow even in harsh conditions. Like the children and citizens of Olympia, we are ever-growing (like strawberries). This name captures the history of the space, expresses the growth nature of our community, and still identifies with Olympia.	1
29	I suggest "Yelm Highway Community Park".	This is a practical name -- tells what it is and where it is. Easy to remember  An alternative would be just "Yelm Highway Park".	
30	Strawberry Flats Community Park	I remember riding an old bus to this strawberry field with other kids and working hard to fill containers called FLATS-equal to 8 quarts with berries for a little spending money. Heck, It is also a FLAT field... with strawberries in it... Hence, Strawberry Flats... Yum!	
31	Ask the Nisqually Tribe to name it	I already see some suggestions in the posts along these lines	

### "KAISER WOODS PARK" NAME SUGGESTIONS (2024)

Number	Name	Description	Likes
1	Kaiser Trails Park		0
2	Westside Woods	Come on. Kaiser Forest? That sounds scary. How about Westside Woods? It just works.	2
3	Sub Black Hills	It's what has been called for probably the last 30 years	2
4	Rachel Corrie Park	Rachel Corrie is an important historical figure from Olympia who represents our values	4
5	Kaiser Forest Park	Short and simple with focus on "forested" park.	0
6	Kaiser Woods Park	Been using this name for a while. Great name. Name recognition.	4
7	Tracy Reddick Woods		0
8	Tracy Reddick Woodland Park		0
9	Steh-chass Stewardship Park	<p>"Steh-chass" refers to one of the original villages of the Squaxin Island Tribe, located near the southernmost point of Puget Sound, where Olympia now stands. Using this name connects the park to the region's Indigenous heritage. Stewardship conveys the idea of protecting and caring for the environment, a principle that is deeply ingrained in the values of the Coast Salish peoples, including the Nisqually and Squaxin Island Tribes.</p> <p>This name honors both the historical presence of Native American tribes in the Olympia area and their commitment to environmental stewardship, aligning with the park's natural beauty and conservation goals.</p>	5
10	Black Hills Mountain Bike Park		0
11	Basalt Rock Park	The land has a shallow layer of basalt rock.	0
12	Leschi Forest Park	Named after Chief Leschi of the Nisqually Indian Tribe who was a leader for the southern Puget Sound Indigenous tribes. He was unjustly hung and in 2004 the Washington Senate passed a resolution proclaiming Leschi's conviction and execution as an injustice, declaring him a "great and noble man". His conviction was overturned by the Supreme Court.	2
13	Iralena Beckman Woods	Iralena was a longtime Olympia Parks employee who shared her love of the outdoors with many. She was an exceptional arborist stewarding Olympia's 1400 acres of parkland and 2,400 street trees. She was the "tree canopy greeter" for kids learning to climb trees and experience the forest canopy and she mentored youth at risk, providing them with valuable job skills. In her personal life, she rescued and cared for several animals, enjoyed the local music scene, and soaked up the warm summer days while riding her motorbike (probably listening to The Cure or P!nk). She was proud of her Hispanic heritage and fostered a culture of belonging before we even had terms for it.	3
14	Parky McParkface		2
15	Whispering Trees Park		0
16	Elk Ridge Multi-Use Trails	Let's acknowledge and honor the Delphi Herd living next door! 🐂	1
17	Jolene Unsoeld Woods Park	Jolene Unsoeld was Olympia's local, state and national environmental leader advocating outdoor and mountaineering skills for all ages. She was our Congressional rep and advocated for open government and environmental protection. <a href="https://en.wikipedia.org/wiki/Jolene_Unsoeld">https://en.wikipedia.org/wiki/Jolene_Unsoeld</a>	7
18	Black Hills Forest Trails	Or the common name already being used: Sub Black Hills (SBH).	0
19	Jolene Unsoeld Park	From her days in Nepal to her work as a Washington State Legislator, Member of Congress, and community activist, the trees and the environment were always something Jolene loved and fought to preserve. We need to preserve and recognize her leadership.	5
20	Exploration Hills Park	With the focus on hiking and biking trails, the name "Exploration Hills Park" captures the intent of the new park and encourages people to explore Olympia's newest biking/hiking-focused park while preserving a historical naming component of the recognizable "Black Hills" where the beautiful park is accessed.	1
21	Marj Yung Community Park	Marj Yung, the first woman Thurston County commissioner, modernized county government. Marj loved nature and advocated for parks. A community activist and environmentalist, she wrote about the plants of Ken Lake, where she lived, and the McLane Creek Nature Trail.	5
22	I suggest either "West Olympia Bike Park" or "Black Lake Bike Park".	These suggestions tell what the park is (mainly for mountain biking) and where it is. I believe this is an excellent approach to naming because it is clear to the public.	1
23	West Olympia Mountain Bike Park	Straightforward, easy for visitors that want to ride the park to search online for, and acknowledges the primary use of mountain biking.	0
24	Black River Bike Park or Black River Trails	Acknowledges primary use of the area (what Ryan said), Geographically relevant to the area--Black Hills (and Sub Black Hills), Black Lake, Black River. And it sounds nice.	0

25	Ask a local tribe to name it	Can we have the Squaxin Island Tribe or another group to supply an appropriate name for the land? I want to see more Lushootseed placenames when I'm out and about.	0
26	I support Jolene Unsoeld Woods. Jolene was State Representative, Member of Congress, hiker, mountain climber.	She led the campaign for Initiative 276 which required open government meetings and records, open lobbyist records. She led the fight for toxic cleanup and other environmental needs. She fought for retirees. And much more.	1
27	William McLane Nature Park	William McLane Nature park would be a salute to our pioneer and all he did to develop this area. He was an Early Thurston County Pioneer that; helped the Bush family back to health after he found them sick with small pox. In 1852 "Black Lake" Thompson took him to Eld's Inlet (Mud Bay) where he took up his donation claim for the land. He was the only settler west of Olympia. He helped provide the timber for many roads and the first Westside bridge. McLane was President of the Territorial Assembly and stopped the capital from being moved to Vancouver. McLane's philanthropic endeavors included building one of the first schools, donating land for future schools, a fire dept and the McLane Grange. His success as a businessman, caring for others, and his political and philanthropic contribution's have allowed the McLane name to endure to this day. He still has many descendants living in this area. An Honorable name for such a beautiful park.	0
28	Jolene Unsoeld	Jolene played a pivotal role in shaping transparency and accountability in government through her work on Initiative 276, which led to the Open Public Meetings Act. This groundbreaking legislation empowered citizens by providing greater access to information about campaign finance, and she further cemented its importance by authoring the booklet "Who Gave, Who Got, How Much." This publication helped the public understand how candidates' campaign funds were raised and spent.  Jolene's dedication to public service extended beyond her work as a citizen activist. She became a state legislator and later a member of Congress, where she championed environmental causes, securing the passage of key legislation to improve water quality, manage toxic waste, and ensure sustainable forestry practices for national forests. Her deep commitment to environmental protection, coupled with her passion for mountain climbing, underscores her love and respect for nature. Naming a park in her honor would celebrate her legacy as a trailblazer for environmental sustainability and transparency in government, and as an inspiring figure who devoted her life to the betterment of the community.	Submitted via email 10.12.24
29	Jolene Unsoeld Woods Park	I've lived in Olympia 45 years and served on the Olympia City Council in 1990-94. Jolene Unsoeld was my mentor and environmental guide when I worked hard to save Grass Lake City Park from development. Jolene inspired me and so many other Olympians to advocate for conservation of our wild areas...even in our cities. Jolene and her husband Willy Unsoeld were tireless environmental and social advocates in Olympia starting in the 1980s. She went onto to be our Washington State Representative and our Congressional Representative where she successfully passed legislation to create Washington State's laws on open public records and public disclosure procedures. Now, I'm working hard to honor Jolene's many accomplishments for Olympia and SW Washington. She was one of the founding Mother's of our Washington State environmental movement and Jolene is featured on the front cover of Extraordinary Women Conservationists of Washington: Mothers of Nature by Dee Arntz.  <a href="https://www.amazon.com/Extraordinary-Women-Conservationists-Washington-Mothers/dp/1540212165/ref=sr_1_1?crid=3EEB691CD5N1&amp;dib=eyJ2ljoMSJ9.1PQQLwJMnR-hqO-06l522A.VZE0ZlV5N-mEgxmGESn9_GXhD6n5oAyqg5AdDOAvues&amp;dib_tag=se&amp;keywords=dee+arntz+environmental+women+washington+state&amp;qid=1728973282&amp;sprefix=dee+arntz+environmental+women+washington+state%2Caps%2C140&amp;sr=8-1">https://www.amazon.com/Extraordinary-Women-Conservationists-Washington-Mothers/dp/1540212165/ref=sr_1_1?crid=3EEB691CD5N1&amp;dib=eyJ2ljoMSJ9.1PQQLwJMnR-hqO-06l522A.VZE0ZlV5N-mEgxmGESn9_GXhD6n5oAyqg5AdDOAvues&amp;dib_tag=se&amp;keywords=dee+arntz+environmental+women+washington+state&amp;qid=1728973282&amp;sprefix=dee+arntz+environmental+women+washington+state%2Caps%2C140&amp;sr=8-1</a>	Submitted via email 10.15.24

		<p>I am writing to support the suggestion the Kaiser Woods Community Park be named for Marj Yuan.</p> <p>I met Marj when I was a young member of the Thurston League of Women Voters (LWV) working on a study of County government. I remember Marj, the first woman elected County Commissioner, as a visionary County Commissioner who did much to modernize County government. She recognized Thurston County sorely needed professional management and persuaded the Commission to fund and establish the position of county administrator to oversee the County's budgeting process and the work of County departments. She promoted the establishment of the 911 system.</p>	
30	Marj Yuan	<p>It is important to remember the County provides services, including parks, to all citizens of Thurston County, as well as Olympians.</p> <p>Marj was a resident of Ken Lake, adjacent to Kaiser Woods. Marj was an environmentalist and a passionate advocate for parks. When Marj was an active member of LWV she headed up a study of the areas parks. From that study, the LWV developed a position which they still use to advocate for parks. She also wrote and illustrated a pamphlet about the plants of Ken Lake.</p> <p>It is most appropriate to rename Kaiser Woods Community Park for a longtime resident of the Kaiser Woods area, who cared and observed much about the area, and whose contributions to modernizing Thurston County government have benefited all citizens of Thurston County long after she left office.</p>	Submitted via email 10.16.24
31	Jolene Unsoeld	<p>I write in support of naming Kaiser Woods Park for Jolene Unsoeld. She represented our area in the Legislature and Congress as part of a long and distinguished lifetime of citizen activism that lead to our state open government law, environmental protection and clean water act, and preservation of parks and the outdoors. She and her husband Willi were hikers and mountaineers. As a longtime journalist for The Associated Press, I watched her careers as citizen watchdog, lawmaker and dozens of community projects, including preservation of the Nisqually Delta.</p>	Submitted via email 10.16.24
32	Jolene Unsoeld	<p>Please include this as a citizen vote for the Kaiser Woods Park to be named the Jolene Unsoeld park.</p>	Submitted via email 10.17.24
33	Jolene Unsoeld	<p>Congresswoman Unsoeld loved this community and was a major advocate for fresh air, the majesty of our wooded areas, and the imperative of citizens' being able to thrive in our great Northwest outdoors.</p> <p>Please consider honoring her legacy in this way.</p>	Submitted via email 10.12.24

### "KAISER WOODS PARK" NAME SUGGESTIONS (2019)

Number	Name	Description	Likes
1	Kaiser Hill Park		13
2	Sub Black Hills Bike Park		5
3	Emperor Park	Der Kaiser is German for The Emperor.	0
4	Capital City MTB Park		6
5	Olyride Bike Park		2
6	Kaiser Hills MTB Park	Variation of other name...	15
7	West Side Woods		5
8	Yet-Si-Blue Park	In honor of Janet McCloud, (the Rosa Parks of the American Indian Movement)	5
9	Andy McMillan Memorial Park	<p>In recognition of Andy McMillan who passed away in 2014. His expertise, commitment and leadership were essential to the prevention of the huge Park/Kaiser Heights development projects that would have negatively altered the natural environment and safety of the surrounding Westbrook Park and Ken Lake neighborhoods through construction, changes in water run off, increased traffic and noise. While simultaneously fighting his battle with cancer, he remained steadfast in his efforts to win this uphill battle to save our neighborhood wetlands and forest. While there were many people involved to protect their homes and neighborhoods and prevent this development, no one had Andy's scientific knowledge, passion and dedication to take the necessary action to stop it. His specialized expertise in Hydrology and housing development negative impact on Wetlands provided formidable opposition to the Kaiser Heights Development Project and its demise. His key arguments helped stopped the process each time it seemed development projects would continue. Naming this Park in his memory is just a small way to thank Andy for all his hard work protecting our unique neighborhood and love for Olympia.</p>	25

10	Savidge Bike Park	Named after first Olympia City Marshal George Savidge (1889) <a href="http://olympiawa.gov/~media/Images/Police/old%20mc%20cop%20jpg.jpg?w=180&amp;h=129&amp;as=1&amp;la=en">http://olympiawa.gov/~media/Images/Police/old%20mc%20cop%20jpg.jpg?w=180&amp;h=129&amp;as=1&amp;la=en</a>	3
11	(Pacific or Oly) Yew Park	Yew- is a word to accentuate an excited state of mind. Term used by action sport enthusiast, that shows happiness when landing a trick. In addition: Quoted from a Kitsap Sun article. "The Pacific Yew Tree is known by the Native Americans as "Chief of the Forest." Historically, the Pacific Yew was used as a medicine for multiple Native American health problems. Native Americans also used Pacific Yew wood for bows, fish hooks, paddles, combs and clubs. Most recently the bark, which contains taxol, was used as an anti-cancer drug." <a href="https://products.kitsapsun.com/archive/2005/08-18/63575_kitsap_heritage_trees.html">https://products.kitsapsun.com/archive/2005/08-18/63575_kitsap_heritage_trees.html</a>	1
12	Parky-Mc-Bike-Face	Why not	3
13	Cheaper Than Therapy		2
14	Kaiser Woods Park		2
15	The Sub Sub Black Hills		2
16	Sasquatch Park	A mythical creature known to roam the Pacific Northwest highlands and watch over mountain bikers. It's a creative a unique name consistent with the local mountain biking culture.	3
17	Kaiser forest MTB project	Keep it simple	0
18	Gus	Gus is a outstanding adventure basset hound who needs something named after his legacy.	0
19	THE QUARRY	or the QUARRY BIKE PARK	2
20	Kaiser Woods Bike Park	its a bike park y'all, call it a bike park	12
21	Kaiser Woods Bike Park		2
22	Pinnacle Park	by definition "pinnacle" means the highest point. need i say more? the only city parks parcel that is actually on a little mountain and is at the highest elevation point of any other park in our town.	14
23	Bob Bammert Bike Park	DNR/Oly outdoors advocate	0
24	Duthie Hill Mountain Bike Park		0
25	Black Basalt Bike Park	With respect to the Black Hills, the quarry and the geology of the site, and with the hope some of the stuff will go into the construction.	1
26	Sharrows Heights	I hope this would emphasize the willingness and fun of potentially disparate groups of people (strolling walkers, joggers, and daring cyclists) cheerfully sharing this recreational resource.	0
27	Black Hills Bike Park	I like Ahwood's Idea, just a little shorter	3
28	pinnacle bike park		6
29	John Muir's Wild Woods		1
30	Kaiser Hill	Simple	0
31	Oly Off-road Bike Park		0
32	Mt. Olympus Bike Park		0
33	Black Hills MTB Ranch		0
34	Pinnacle/Cedar Stump/Black Hills/Sub-Black Hills Park.	I would prefer a historical or geologic place name. Pinnacle and Cedar Stump are the names of trails which have dropped through this area for over a decade. Sub-Blacks and Black Hills have been the place names used for this area.	2
35	Dirt Stump Bike Park	For lack of better ideas a kinda catchy name	1
36	Kaiser Bike Park		0
37	Olympia Bike Park	The name should be clear, place-based, and - frankly - what people will be googling for to get the address.	0
38	Kaiser Black, Oly	The park is between Kaiser & Black lake in Oly. Let's address all parties involved along with our beloved city, Washington States' Capital.	0
39	Kelly Woods Bike Park	It's either that, or Kelly gets renamed as Kaiser.	1
40	Jwebbs badass bike park	Who wouldn't come to a bike park with this name ?	0
41	Kaiser BiModal Park	Bi-Modal: A twist on meanings. Bi: two (two legs/hiking, two wheels/biking), and also two methods of travel (hiking and biking). Let's make this a park that shares space between hikers and bikers, and let's have that built into the name. Let's not name it after any one person, so it clearly belongs to all of us.	0
42	McMillan Trails or McMillan Park	Andy McMillan was instrumental in fighting to prevent the park property from becoming a housing development.	3
43	McMillan Trails or McMillan Park	Andy McMillan was instrumental in fighting to prevent the park property from becoming a housing development.	4
44	McMillan Trails or McMillan Park		2
45	Andy Mcmillan Memorial Park		4
46	Andy McMillan Memorial Park	Need to honor the local man who was instrumental in preserving our woods and community neighborhood over the years.	2
47	Andy McMillan Memorial Park	This man did a lot to support the environment and the neighborhood surrounding the newly designated park area. This should be memorialized for the future people who come here in an effort to recognize the hard work accomplished to preserve the area we must now share publicly.	3
48	Pinnacle Park	Pinnacle Park has been the name for many years as named by the original pioneers and builders of these trails.	1

49	Andy McMillan Memorial Park	Named after a wonderful man who spent his life protecting the environment.	1
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50	Pinnacle park!!!	in commemoration of john Mueller for his love of riding, building/maintaining trails for everyone (not just mountain bikers, but for hikers and equestrian people as well) Who knows Mueller? Well This guy loves dirt! He enjoys building trails more than anyone I know, also john is a valued asset to the FOCF with his hard work and determination to build trails for novice to expert racers that will fail to destroy the burns with whatever schralping technique you decide to go with. Built to last and to impress any rider, just like the image provided in announcing the bike park coming to oly! There are plenty of ideas to take from the public.. there will be good ones no doubt but my opinion, the ones that started this opportunity to present itself as a bike park should go to a rider/ builder that deserves more than just being known for creating happiness for thousands of people, like families with two and four legged children! Young adults to elderly getting out for nature therapy that bring unforgettable memories and stories to tell for ages. Thank you for reading this possible consideration for naming the bike park, Pinnacle park!!!	0
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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON VACATING A PORTION OF AN ALLEY RIGHT-OF-WAY SOUTH OF LEGION WAY, BETWEEN ADAMS AND JEFFERSON STREET**

**WHEREAS**, the Olympia City Council adopted Resolution No. M-2668 on November 10, 2025, setting a public hearing to allow public comment relating to a petition to vacate a portion of an alley right-of-way south of Legion Way, between Adams and Jefferson Street as a public thoroughfare; and

**WHEREAS**, as required by OMC 12.16.050, written notice of the proposed vacation and public hearing was posted at Olympia City Hall, posted on site, and mailed to all property owners abutting and within 300 feet of the boundaries of the rights-of-way to be vacated; and

**WHEREAS**, a public hearing was held by the Olympia City Council on said petition on December 9, 2025, at the City Council's regular 6:00 p.m. business meeting; and

**WHEREAS**, the City has received no comments objecting to the vacation from any member of the public nor from any utility provider regarding this vacation; and

**WHEREAS**, in conjunction with the City's vacation of the subject right-of-way, the Applicant is granting the City a utility easement, for sewer service; the provision of this utility easement is a necessary condition of the vacation of the subject right-of-way; and

**WHEREAS**, the Public Works Department has indicated the property has no known current or foreseeable future use to the City as a right-of-way, provided the utility easement referenced above is granted to the City; and

**WHEREAS**, the City Council determines it to be in the public interest to grant the petition to vacate a portion of an alley right-of-way south of Legion Way, between Adams and Jefferson Street as a public thoroughfare, subject to the requirements of OMC 12.16.080, OMC 12.16.090, and RCW 35.79.030;

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

Section 1. As recommended by the City of Olympia Public Works Department and as requested by the owner of the abutting parcel(s), the Olympia City Council, pursuant to OMC 12.16.050 and RCW 35.79.010, hereby vacates as a public thoroughfare the following described public thoroughfare situated in the City of Olympia, Thurston County, State of Washington, to wit:

*THAT PORTION OF THE EAST-WEST ALLEY ADJACENT TO LOTS 4 AND 5 OF BLOCK 46 OF SYLVESTER'S PLAT AS RECORDED IN VOLUME 1 OF PLATS, PAGE 14, RECORDS OF THURSTON COUNTY, WASHINGTON, LYING WESTERLY OF JEFFERSON ST AND ADJACENT TO AND EASTERLY OF ALLEY VACATION 1282 IN SAID BLOCK 46 (BEING APPROXIMATELY 10 FEET WIDE BY 60 FEET LONG);*

*TOGETHER WITH THE EAST HALF OF THE NORTH-SOUTH ALLEY IN SAID BLOCK 46, LYING SOUTH OF THE NORTH LINE OF THE EAST-WEST ALLEY OF SAID BLOCK 46 AND LYING NORTH OF THE SOUTH LINE OF SAID EAST-WEST ALLEY (BEING APPROXIMATELY 10 FEET WIDE BY 5 FEET LONG);*

*SITUATE IN THE CITY OF OLYMPIA, COUNTY OF THURSTON, STATE OF WASHINGTON.*

**Section 2.** The vacation meets the criteria set forth in OMC 12.16.100, which is summarized as follows:

- The proposed vacation will not be materially detrimental to other properties in the vicinity, nor will it endanger public health, safety, or welfare.
- The subject right-of-way is not needed for general access, emergency services, utility facilities, or other similar public purposes, nor is it necessary as part of a long-range circulation plan, pedestrian/bicycle pathway plan or street improvement plan. This criteria is met because the Applicant is granting the utility easement referenced in the recitals above.
- The subject vacation is consistent with the adopted Olympia Comprehensive Plan and all other related land use and circulation regulations and policies.
- The subject vacation would not directly or indirectly result in an adverse impact on historical or cultural resources, the natural environment, or otherwise negatively affect environmentally sensitive areas.

Section 3. Method of Calculation for Required Compensation. The owners of the abutting property shall make payment to the City; each abutting property owner shall pay to the City the appraised value of the property to be acquired as a result of this vacation. Such compensation must be calculated based on an appraisal of the value of the affected rights-of-way, completed by a qualified appraiser.

Section 4. Effective Date. This Ordinance is not effective until the owners of the abutting property make payment required under OMC 12.16.080, OMC 12.16.090, and RCW 35.79.030 for the area vacated and the Applicant grants to the City the utility easement referenced in the recitals above. Failure of the abutting property owners to make payment within 90 days of the passage of this Ordinance automatically (without further Council action) voids the petition and the vacation of right-of-way approved by this Ordinance. If payment is made immediately upon approval of the Ordinance, the Ordinance take effects five days after passage and publication.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS

TO FORM:

*Michael M. Young*  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY

**Certification of Payment.** I, Sean Krier, City Clerk, hereby certify that an amount equal to one-half of the appraised value of property above vacated was    was not    received within the required Timeframe.

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CITY CLERK

**Ordinance No. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING TITLE 18, UNIFIED DEVELOPMENT CODE, OF THE OLYMPIA MUNICIPAL CODE, RELATED TO AGRICULTURAL LAND USES**

**WHEREAS**, the City of Olympia Comprehensive Plan Goal GL 25 encourages local food production to increase self-sufficiency, reduce environmental impacts, promote health and the humane treatment of animals, and support the local economy; and

**WHEREAS**, in 2020 the Olympia City Council enacted a referral to an Olympia Farmland Work Group consisting of members from the City of Olympia, Thurston Conservation District, and Community Farmland Trust; and

**WHEREAS**, the Work Group's purpose was to make recommendations to address the loss of urban agriculture and regional farmland, and to increase access to urban agriculture and further the City policy to collaborate with community partners to ensure that everyone in Olympia is within biking or walking distance of a place to grow food; and

**WHEREAS**, the Work Group presented its first phase of analysis to the City Council's Land Use and Environment Committee in July 2021, and the second phase including policy recommendations in July 2022; and

**WHEREAS**, one of the Work Group's policy recommendations is to incentivize urban agriculture and remove barriers in City Code; and

**WHEREAS**, an analysis of the Olympia Unified Development Code (Olympia Municipal Code Title 18) by City staff identified several potential barriers to urban agriculture in parts of the City of Olympia; and

**WHEREAS**, the potential barriers identified included that some zoning districts did not allow agriculture as a permitted use, which also created potential barriers against adding supporting agricultural structures on existing agricultural uses; and

**WHEREAS**, the code amendments to Title 18 are consistent with the Olympia Comprehensive Plan and other chapters of Title 18 OMC; and

**WHEREAS**, the Olympia Planning Commission reviewed these proposed code amendments and held a public hearing on May 5, 2025, and recommended approval of this ordinance with revision; and

**WHEREAS**, the Olympia Land Use and Environment Committee reviewed these proposed code amendments on May 22, 2025, and recommends approval with revision; and

**WHEREAS**, the Attorney General Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property (October 2024) was reviewed and used by the City in objectively evaluating the proposed subarea plan;

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

**Section 1. Amendment of OMC 18.04. Olympia Municipal Code Chapter 18.04.040 Table 4.01 is hereby amended to read as follows:**

**18.04.040 TABLES: Permitted and Conditional Uses**

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
District-Wide Regulations							18.04.060 (N,Q)	18.04.060 (N,Q)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N,BB)		18.04.060 (N)	
<b>1. SINGLE-FAMILY HOUSING</b>															
Accessory Dwelling Units	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(A)
Co-Housing	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(F)
Cottage Housing				P	P	P	P	P	P	P	P	P	P	P	18.04.060(H)
Manufactured/Mobile Home Parks (Rental Spaces)							C	C	C				C		18.04.060(P)
Manufactured Homes	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(O)
Single-family Residences	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Townhouses	P	P		P	P	P	P	P	P	P	P	P	P	P	18.64
Short-Term Rentals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(JJ)
<b>2. MULTIFAMILY HOUSING</b>															
Apartments				P			P	P	P	P	P	P	P	P	18.04.060(N)

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS	
Courtyard Apartments						P										18.04.060(II)
Boarding Homes				P				P	P	P						
Collegiate Greek system residences	P			P				P	P	P						
Dormitories	P			P				P	P	P	P	P		P		
Duplexes - Existing	P	P		P	P	P	P	P	P	P	P	P	P	P	18.04.060(J)	
Duplexes	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Duplexes on Corner Lots	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(HH)	
Triplexes			P	P	P	P	P	P	P	P	P	P		P		
Fourplexes			P		P	P	P	P	P	P	P	P		P		
Sixplexes						P										
Group Homes with 6 or Fewer (or up to 8 with DSHS approval) Clients and Confidential Shelters	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(K)	
Group Homes with 7 or More Clients	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(K)	
Lodging Houses									P	P	P	P		P		
Nursing/Convalescent Homes	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(S)	

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Retirement Homes				P			P	P	P	P	P	C		P	
Transitional Housing, Permanent Supportive Housing	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
<b>3. COMMERCIAL</b>															
Child Day Care Centers		C	C	C	C	C	C	P	P	P	P	P	C	P	18.04.060(D) 18.04.060(AA)
Commercial Printing												P			
Drive-In and Drive-Through Businesses -- Existing												P			18.04.060(J)
Food Stores											P	P		P	18.04.060(AA)
Hardware Stores												P			
Home Occupations (including Adult Day Care, Elder Care Homes, Family Child Care Homes, Short-Term Rentals – Homestays, and Bed & Breakfast Houses)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L)
Hospice Care	C			C			C	C	C	C	C	C		C	18.04.060(M)
Laundries											P	P		P	18.04.060(AA)

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Nursery (Retail and/or Wholesale Sales)	C	C	C	C	C	C	C	C	C	C		C			18.04.060(G)
Offices												P		P	18.04.060(AA)(2)
Personal Services												P			
Pharmacies												P			
Restaurants, without Drive-In and Drive-Through												P			
Servicing of Personal Apparel and Equipment												P			
Specialty Stores												P			
Veterinary Clinics - Existing	P	P		P	P	P							P		18.04.060(J)
Veterinary Clinics	P														
<b>4. ACCESSORY USES</b>															
Accessory Structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(B)
Electric Vehicle Infrastructure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(GG)

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Garage/Yard/Rummage or Other Outdoor Sales	P	P		P	P	P	P	P	P	P	P	P	P	P	5.24
Large Garages			C		C	C	C	C	C	C	C	C	C	C	18.04.060(B)
Residence Rented for Social Event, 7 times or more in 1 year	C	C		C	C	C	C	C	C	C		C	C		
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
<b>5. RECREATIONAL USES</b>															
Community Parks & Playgrounds	C	C	C	C	C	C	C	C	C	C	P	P	C	P	18.04.060(T)
Country Clubs	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Golf Courses		C	C		C	C	C	C	C	C		C			
Neighborhood Parks	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Open Space - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Racing & Performing Pigeons		C	C	C	C	C				C	C		C	C	18.04.060(Y)
Stables, Commercial and Private Existing		C		C	C										18.04.060(J)
Trails - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
<b>6. AGRICULTURAL USES</b>															
Agricultural Uses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	<u>18.04.060.KK</u>
Greenhouses, Bulb Farms	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(G)
<b>7. TEMPORARY USES</b>															
Emergency Housing	P	P	P	P	P	P	P	P	P	P			P		18.04.060(DD)
Emergency Housing Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.50
Model Homes	P	P	P	P	P	P	P	P	P	P	P		P	P	18.04.060(DD)
Residence Rented for Social Event, 6 times or less in 1 year	P	P	P	P	P	P	P	P	P	P	P		P	P	18.04.060(DD)
Wireless Communication Facility	P	P		P	P	P	P	P	P	P	P	P	P	P	18.44.060
<b>8. OTHER</b>															
Animals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(C)
Cemeteries		C	C		C	C	C	C	C	C			C		18.04.060(E)
Community Clubhouses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Crisis Intervention	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(I)

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Historic House Museum		C	C	C	C	C	C	C	C	C	C	C	C	C	
Parking Lots and Structures				C							P	P			18.38.220 and .240
Places of Worship	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(U)
Public Facilities	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(V)
Public Facilities - Essential	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(W)
Radio, Television and Other Communication Towers	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.44.100
Schools	C			C	C	C	C	C	C	C	C		C	C	18.04.060(CC)
Social Organizations											P	P		C	
Mineral Extraction - Existing					C		C								18.04.060(J)
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communication Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44
Workshops for Disabled People	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(R)

## LEGEND

P = Permitted Use

C = Conditional Use

R1/5 = Residential - 1 Unit Per 5  
Acres

R 4-8 = Residential 4-8

R-4 = Residential - 4

R-4CB = Residential - 4 Units per Acre

RLI = Residential Low Impact

RM 18 = Residential Multifamily - 18

RM 24 = Residential Multifamily -  
24

MR 7-13 = Mixed Residential 7-13

MR 10-18 = Mixed Residential 10-  
18

MHP = Manufactured Housing Park

UR = Urban Residential

RMH = Residential Multifamily High  
Rise

RMU = Residential Mixed Use

**Section 2. Amendment of OMC 18.04. Olympia Municipal Code Chapter 18.04.060 subsection (C) is hereby amended to read as follows:**

**C. ANIMALS/PETS.**

Pets and other animals are allowed in all residential districts subject to the following requirements:

1. ~~Traditional Pets. No more than a total of three traditional pets, such as dogs and cats, as well as potbelly pigs, four months of age or older, shall be permitted per dwelling unit. Song birds or other traditional pet birds (e.g., parrots) are permitted. The keeping of racing and performing pigeons is permitted as a conditional use. (Traditional pets are defined as a species of animals which can be housebroken, or walked on a leash, or are frequently, but not necessarily, housed within a residence and are neither obnoxious nor a public safety or health threat.)~~
2. ~~Fowl.~~
  - a. ~~Lots one acre or less are allowed up to five ducks or female chickens. Lots greater than one acre are allowed one additional duck or female chicken for every additional one thousand square feet of lot area beyond one acre, up to ten ducks or female chickens.~~
  - b. ~~Chickens and ducks shall be confined within a suitably fenced area large enough for appropriate exercise.~~
  - c. ~~Suitable sanitary structures (coops) shall be provided and must be designed to protect fowl on all sides from weather, predators and to prevent rodents.~~
  - d. ~~Roosters, geese and turkeys are prohibited.~~
3. ~~Other Animals.~~
  - a. ~~Swine, other than potbelly pigs, and non-miniature goats, are prohibited.~~
  - b. ~~Rabbits of breeding age are permitted with the following conditions:~~
    - i. ~~Lots of one quarter acre or less are allowed up to five rabbits.~~
    - ii. ~~Lots greater than one quarter acre are allowed one additional rabbit for every additional one thousand square feet of lot area beyond one quarter acre, up to ten rabbits.~~
    - iii. ~~Rabbits must have a minimum 3.5 square feet of hutch space per rabbit.~~
    - iv. ~~Structures housing rabbits must be designed to protect rabbits on all sides from weather, predators and to prevent other rodents.~~
  - c. ~~Miniature goats, commonly known as pygmy and dwarf, are permitted with the following conditions:~~
    - i. ~~Lots between five thousand square feet and one acre in size are allowed up to two miniature goats.~~
    - ii. ~~Lots greater than one acre are allowed one additional miniature goat for every additional one thousand square feet of lot area beyond one acre, up to six miniature goats.~~
    - iii. ~~Miniature goats shall be confined within a suitably fenced area, large enough for appropriate exercise.~~

- iii. ~~Structures housing miniature goats must be designed to protect them on all sides from weather and predators and to prevent rodents.~~
- d. ~~The keeping of other agricultural animals, which are not specifically prohibited in this section, is permitted, provided that:~~
  - i. ~~There shall be no more than one animal per acre, in addition to the permitted animals/pets referenced above; and~~
  - ii. ~~Such animals shall be confined within a suitably fenced area, large enough for appropriate exercise, which shall be located no closer than fifty feet from any property line; and~~
  - iii. ~~The keeping of such other animals does not constitute a nuisance or hazard to the peace, health or welfare of the community in general and neighbors in particular.~~
  - iv. ~~Structures housing such other animals must be designed to protect them on all sides from weather and predators and to prevent rodents.~~

### C. ANIMALS/PETS.

Animals are allowed in all residential districts subject to the following requirements:

No more than six pet animals, and no more than three of any species, are permitted per dwelling unit. Pet animals under four months of age are not subject to, and do not count towards, this limitation on the number of pet animals. Small pet animals, such as small mammals, aquarium fish, reptiles, spiders, and insects, that are kept in enclosures, such as pens, cages, aquariums, and terrariums, within the dwelling unit, are not subject to, and do not count towards, this limitation on the number of pet animals. The keeping of racing and performing pigeons is permitted as a conditional use. "Pet animal" means any animal that has commonly been kept as a pet in family households in the United States, such as dogs, cats, guinea pigs, rabbits, hamsters, and aquarium fish. This term also includes pet birds kept in indoor cages in the dwelling unit, such as canaries, cockatiels, lovebirds, budgerigar parakeets, and parrots. This term excludes exotic animals, wild animals, and farm animals as those terms are defined by the United States Department of Agriculture in 9 Code of Federal Regulations (CFR) 1.1.) All other animals are permitted in residential districts only if the requirements of agricultural uses as provided in 18.04.060 (KK) are met. The keeping of animals other than as permitted in this section is prohibited.

**Section 3. Amendment of OMC 18.04. Olympia Municipal Code Chapter 18.04.060 is hereby amended to add a new subsection (KK) as follows:**

### KK. AGRICULTURE.

Agricultural uses, as defined in OMC 18.02.180, are allowed as a primary or accessory use in all zoning districts except Auto Services and Industrial zones, pursuant to the following:

1. Lots two acres in size and larger are allowed one USDA Animal Unit (AU) per acre.
2. Lots one-quarter acre and smaller are allowed up to five ducks or female chickens. Lots between one-quarter acre and one acre are allowed up to nine ducks or female chickens. Lots one acre and larger are allowed up to ten ducks or female chickens plus one additional duck or female chicken for every additional one thousand square feet of lot area up to two acres.
  - a. Chickens and ducks must be confined within a suitably fenced area large enough for appropriate exercise.
  - b. Roosters, geese, peacocks, and other similar loud fowl are prohibited.

3. Rabbits, quail, miniature goats, and turkeys are allowed in addition to the ducks and chickens allowed in subsection (KK)(2) of this section subject to the following restrictions:
  - a. Rabbits. Lots one-quarter acre and smaller are allowed up to five rabbits. Lots between one-quarter acre and one acre are allowed one additional rabbit for every additional one thousand square feet of lot area beyond one-quarter acre, up to ten rabbits. Lots one acre and larger are allowed ten rabbits plus one additional rabbit for every additional one thousand square feet of lot area beyond one acre.
  - b. Female Quail. Lots one-quarter acre and smaller are allowed up to five female quail. Lots between one-quarter acre and one acre are allowed one additional female quail for every additional one thousand square feet of lot area beyond one-quarter acre, up to ten rabbits. Lots one acre and larger are allowed ten female quail plus one additional female quail for every additional one thousand square feet of lot area beyond one acre.
  - c. Miniature Goats. Lots between 5,000 square feet and one acre in size are allowed up to two miniature goats. Lots one acre and larger are allowed one additional miniature goat for every additional 1,000 square feet of lot area beyond one acre, up to six miniature goats.
  - d. Up to four turkeys are allowed on lots at larger than one acre in size.
4. Agricultural animal enclosures, both temporary and permanent, shall must be no less than 10 feet from all property lines and are not permitted in setback areas.
5. Beekeeping is allowed outright as an agricultural use, when registered with the State Department of Agriculture according to provisions of RCW 15.60.021, provided that:
  - a. "Bees" means adult insects, eggs, larvae, pupae, or other immature stages of the species *Apis mellifera*.
  - b. A maximum of four hives, each with only one swarm, are allowed on lots of less than ten thousand square feet.
  - c. Hives may not be located within 25 feet of any lot line, provided this distance may be reduced to 10 feet if strategies are employed to require bees to gain elevation before crossing the property line. This may include elevation changes of eight feet or more above the grade immediately adjacent to the grade of the lot on which the hives are located or behind a solid fence or hedge six feet high parallel to any lot line within 25 feet of a hive and extending at least twenty feet beyond the hive in both directions.
6. Suitable sanitary enclosures (such as coops, barns, and hives) must be provided and must be designed to protect animals on all sides from weather, predators, and to prevent rodents. All animals shall must also be confined within a suitably fenced area large enough for appropriate exercise.
7. The acreage total includes contiguous parcels that are also being utilized by the same agriculture operation. In instances where agricultural uses utilize parcels that are not contiguous, they are to be considered separate uses for the size calculation. For the purposes of this calculation, lots on opposite sides of a public right-of-way are not to be considered contiguous.
8. Fences must meet the requirements listed in OMC Chapter 18.40.

9. The management of agricultural uses under this section shall~~must~~ adhere to the required best management practices (BMPs) and other provisions described in the City of Olympia Drainage Design and Erosion Control Manual. In the event the city has determined the agricultural uses cause a detrimental impact to water quality, additional best management practices may be required, which may include the development of a farm conservation plan, at the direction of the public works director or designee, including cessation of uses, as necessary to restore water quality and protect public health.
10. The keeping of animals for agricultural uses as listed above is allowed provided that the keeping of such other animals does not constitute a nuisance or hazard to the peace, health, or welfare of the community in general and neighbors in particular. Nuisances include:
  - a. Excessive noise.
  - b. Excessive odors from poor care and clean-up of animal waste.
  - c. Pest problems from improper feeding techniques.
  - d. Other issues that are significantly disruptive to the neighborhood or significantly distract from the quality and enjoyment of the neighborhood environment.

**Section 4. Amendment of OMC 18.06. Olympia Municipal Code Chapter 18.06.040 Table 6.01 is hereby amended to read as follows:**

**18.06.040 TABLES: Permitted and Conditional Uses**

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)						18.130.020	
<b>1. EATING &amp; DRINKING ESTABLISHMENTS</b>														
Drinking Establishments			P		P	P	P		C 18.06.060(P)		P	P	P	
Drinking Establishments - Existing		P 18.06.060 (GG)				P								
Restaurants, with drive-in or drive-through			P 18.06.060 (F)(3)								C 18.06.060 (F)(1)	C 18.06.060 (F)(1)	P 18.06.060 (F)(3)	
Restaurants, with drive-in or			P				P 18.06.060(U)					C	P	

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
drive-through, existing														
Restaurants, without drive-in or drive-through	P 18.06. 060 (U)(3)	C	P	P 18.06. 060 (U)(2)	P	P	P 18.06. 060 (U)(1)	P	P	P	P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060(H) H	18.06. 060 (F)(2)							
<b>2. INDUSTRIAL USES</b>														
Industry, Heavy														
Industry, Light			C		P/C 18.06. 060(N)									
On-Site Treatment & Storage Facilities for Hazardous Waste						P 18.06. 060(Q)								
Piers, Wharves, Landings					P									

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Printing, Industrial			C		P/C 18.06.060 (N)									
Publishing		C	C		P		P		C	C				
Warehousing			P		P/C 18.06.060 (AA)		P							
Welding & Fabrication			C		P/C 18.06.060 (N)		P							
Wholesale Sales		C	P		P/C	P		P		P	18.06. 060 (BB)(2)			
Wholesale Products Incidental to Retail Business			P		P	P						P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060(F)(2)	18.06. 060(H) H)	18.06. 060(F)(2)							
<b>3. OFFICE USES (See also)</b>														

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
<b>SERVICES, HEALTH)</b>														
Banks		P	P		P/C 18.06. 060(D)(2)	P 18.06. 060 (D)(2)	P/C 18.06. 060 (D)(2)	P	P	P	P	P 18.06. 060 (D)(1)	P 18.06. 060 (F)(3)	
Business Offices		P	P		P	P	P	P	P	P	P	P	P	
Government Offices		P	P		P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060(F)(2)	18.06. 060(H H)	18.06. 060(F)(2)							
<b>4. RECREATION AND CULTURE</b>														
Art Galleries	P	P	P		P	P	P		P	P	P	P	P	
Auditoriums and Places of Assembly			P		P	P	P					P	P	
Boat Clubs					P	P								
Boating Storage Facilities					P			P						

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Commercial Recreation		C	P		P	P	P	P		C	C	P	P	
Health Fitness Centers and Dance Studios	P	P 18.06.060 (L)	P	P	P	P	P	P	P 18.06.060 (L)	P 18.06. 060(L)	P	P	P	
Libraries	C	C	C	C	P	P	P		P	C	P	P	P	18.04.060(V)
Marinas/Boat Launching Facilities					P 18.06.060 (CC)	P								
Museums		C	P		P	P	P		P	C	C	P	P	18.04.060(V)
Parks, Neighborhood	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)
Parks & Playgrounds, Other	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)
Theaters (Drive-in)			C											
Theaters (No drive-ins)			P		P	P	P			C	P	P		
District-Wide Regulations	18.06. 060(R)				18.06.060 (F)(2)	18.06. 060(H H)	18.06. 060(F)(2)							

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
<b>5. RESIDENTIAL</b>														
Apartments		P	P	P	P	P	P		P	P	P	P	P	
Apartments above ground floor in mixed use development	P	P	P	P	P	P	P		P	P	P	P	P	
Boarding Houses		P	P	P	P	P	P		P	P	P	P	P	
Co-Housing		P	P			P	P			P	P		P	
Collegiate Greek system residence, dormitories		C	P	P	P	P	P		P	C	P	P	P	
Duplexes	P	P	P	P			P		P	P	P		P	
Duplexes on Corner Lots	P	P	P	P			P		P	P	P	P	P	18.04.060 (HH)
Group Homes (6 or less or up to 8 with DSHS approval)	P	P	P 18.06. 060(K)	P	P	P 18.06. 060(K)	P		P	P	P 18.06. 060(K)	P 18.06. 060(K)		18.04.060(K)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Group Homes (7 or more)	C	C	C 18.06. 060(K)	C	C	C	C 18.06. 060(K)		C	C	C	C 18.06. 060(K)	P 18.06. 060(K)	18.04.060(K)
Mobile or Manufactured Homes Park - Existing		C	C	C						C			C	18.04.060(P)
Quarters for Night Watch person/Caretaker					P	P								
Retirement Homes		P	P	P	P	P	P		P	P	P	P	P	
Single-Family Residences	P	P	P	P			P		P	P	P	P	P	
Single Room Occupancy Units		P	P	P	P	P	P		P	P	P	P	P	
Townhouses	P	P	P	P		P	P		P	P	P	P	P	
Triplexes, Fourplexes, and Cottage Housing	-	P		-					-	-	-	-	P	

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Transitional Housing, Permanent Supportive Housing	P	P	P	P	P	P	P		P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060(F)(2)	18.06.060(H)	18.06.060(F)(2)							
<b>6. RETAIL SALES</b>														
Apparel and Accessory Stores			P		P	P	P					P	P	
Boat Sales and Rentals			P		P	P	P	P					P	
Building Materials, Garden and Farm Supplies	P		P		P	P	P					P	P	
Commercial Greenhouses, Nurseries, Bulb Farms	C	C 18.04.060(G)	C	C					C		P	P		18.04.060(G)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Electric Vehicle Infrastructure	P	P	P	P	P 18.06.060 (W)	P 18.06. 060 (W)	P 18.06. 060(W)	P	P	P	P	P	P	
Food Stores	P	P 18.06.060 (H)	P		P	P	P		P	P 18.06.060 (H)	P	P	P	
Furniture, Home Furnishings, and Appliances			P		P	P	P				P	P	P	
Gasoline Dispensing Facilities accessory to a permitted use	P 18.06. 060 (W)(4)		P		P 18.06.060 (W)		P 18.06.060 (W)(2)	P			P 18.06.060 (W)	P 18.06. 060 (W)		
Gasoline Dispensing Facility accessory to a permitted use - Existing	P 18.06. 060(W)		P		P 18.06.060 (W)		P 18.06.060 (W)				P 18.06.060 (W)	P 18.06. 060 (W)		
General Merchandise Stores	P	P 18.06.060 (J)	P		P	P	P			P 18.06.060 (J)	P	P	P	

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Mobile, Manufactured, and Modular Housing Sales			P											
Motor Vehicle Sales			P				P	P					P	
Motor Vehicle Supply Stores			P		P	P	P	P		P	P	P		
Office Supplies and Equipment		P 18.06.060 (DD)	P		P	P	P		P 18.06.060 (DD)	P	P	P		18.06.060 (CC)
Pharmacies and Medical Supply Stores	P	P 18.06.060 (EE)	P	P	P	P	P		P 18.06.060 (EE)	P	P	P		18.06.060 (DD)
Specialty Stores	P 18.06. 060 (Y)(3)	P 18.06.060 (Y)(4)	P	C 18.06. 060 (Y)(2)	P	P	P		P 18.06.060 (Y)(4)	P	P 18.06.060 (Y)(1)	P		
District-Wide Regulations	18.06. 060(R)				18.06.060 (F)(2)	18.06. 060 (HH)	18.06.060 (F)(2)							
<b>7. SERVICES, HEALTH</b>														

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Hospitals				P			P		P					
Nursing, Congregate Care, and Convalescence Homes	C	P	C	P			C		C	C	C	P	P	18.04.060(S)
Offices, Medical		P	P	P	P	P	P	P	P	P	P	P	P	
Veterinary Offices/Clinics		P	P	P			P			P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (F)(2)	18.06.060 (HH)							
<b>8. SERVICES, LODGING</b>														
Bed & Breakfast Houses (1 guest room)	P	P 18.06.060 (E)	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)			P	P	P	P	18.04.060(L) (3)(c)
Bed & Breakfast Houses (2 to 5 guest rooms)	C	P 18.06.060 (E)	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)		C	P	P	P	P	18.04.060(L) (3)(c)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Short-Term Rentals – Vacation Rentals	P	P	P	P	P	P	P		P	P	P	P	P	
Hotels/Motels			P	C	P		P		P				P	
Indoor Emergency Shelters, Indoor Emergency Housing			P	C	P		P		P				P	
Lodging Houses		P	P	P	P		P		P	P	P	P	P	
Recreational Vehicle Parks			P										P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (F)(2)	18.06.060 (HH)							
<b>9. SERVICES, PERSONAL</b>														
Adult Day Care Home	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L) (3)(b)
Child Day Care Centers	C	P	P	P	P	P	P		P	P	C	P	P	18.04.060(D)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Crisis Intervention	C	P	C	P			P		C	P	C	C	C	18.04.060(I)
Family Child Care Homes	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Funeral Parlors and Mortuaries		C	P				P			C		P	P	
Laundries and Laundry Pick-up Agencies	P	P	P	P	P	P	P		P 18.06.060 (O)	P 18.06.060 (O)	P 18.06.060 (O)	P	P	
Personal Services	P	P	P	P	P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
<b>10. SERVICES, MISCELLANEOUS</b>														
Auto Rental Agencies			P		P	P	P	P		C	P	P	P	
Equipment Rental Services, Commercial			P		P		P			P	P	P		

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Equipment Rental Services, Commercial - Existing		P 18.06.060 (FF)												
Ministorage			P				P							
Printing, Commercial	P	P	P		P	P	P		P	P	P	P	P	
Public Facilities (see also Public Facilities, Essential on next page)	C	C	C	C	P	C	P	P	P	C	C	C	C	18.04.060(V)
Radio/T.V. Studios		P	P		P	P	P		P	P	P	P	P	
Recycling Facilities	P	P	P	P	P		P		P	P	P	P	P	18.06.060(V)
School - Colleges and Business, Vocational or Trade Schools		C	P		P	P	P		P	C	C	C	P	18.06.060(X)
Service and Repair Shops			P				P	P			P	P		

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

COMMERCIAL DISTRICT	NR	PO/RM	GC	MS	UW	UW-H	DB	A S	CSH	HDC-1	HDC-2	HDC-3	HDC-4	APPLICABLE REGULATIONS
Service Stations/Car Washes			P				P 18.06.060 (W)	P				P 18.06.060 (W)	P 18.06. 060 (W)	
Service Stations/Car Washes - Existing			P		P 18.06.060 (W)		P 18.06.060 (W)				P	P 18.06.060 (W)	P 18.06. 060 (W)	
Servicing of Personal Apparel and Equipment	P	P	P		P	P	P			P	P	P	P	
Truck, Trailer, and Recreational Vehicle Rentals			P					P						
Workshops for Disabled People	C	C	C	C	P	C	P		C	C	C	C	C	18.04.060(R)
District-Wide Regulations	18.06. 060(R)				18.06.060 (F)(2)	18.06. 060 (HH)	18.06.060 (F)(2)							
<b>11. PUBLIC FACILITIES, ESSENTIAL</b>														
Airports			C									C		18.06.060(G)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Inpatient Facilities		C	C	C 18.06. 060(G)	C		C		C	C	C	P	P	18.06.060(G) 18.04.060(K)
Jails			C		C		C		C				C	18.06.060(G)
Mental Health Facilities			C	C 18.06. 060(G)	C		C						C	18.06.060(G) 18.04.060(K)
Other Correctional Facilities		C	C	C 18.06. 060(G)	C	C	C		C	C	C	C	C	18.06.060(G)
Other facilities as designated by the Washington State Office of Financial Management, except prisons and solid waste handling facilities		C	C		C		C			C	C	C	C	18.06.060(G)
Radio/TV and Other Communication	C	C	C	C	C	C	C	C	C	C	C	C	C	18.06.060(G) 18.44.100

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Towers and Antennas														
Sewage Treatment Facilities	C	C	C	C	P		P		C	C	C	C	C	18.06.060(G) 18.04.060(X)
State Education Facilities		C	C		C		C		C	C	C	C	C	18.06.060(G) 18.06.060(X)
State or Regional Transportation Facilities	C	C	C	C	C	C	C		C	C	C	C	C	18.06.060(G)
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
<b>12. TEMPORARY USES</b>														
Entertainment Events			P		P	P	P						P	
Off Site Contractor Offices	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(D D)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Emergency Housing	P	P	P	P	P			P	P	P	P	P	P	18.04.060(D D)
Emergency Housing Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	18.50
Fireworks, as determined by Fire Dept.			P		P	P	P				P	P	P	9.48.160
Mobile Sidewalk Vendors		P	P	P	P	P	P			P	P	P	P	
Parking Lot Sales			P		P	P	P	P			P	P	P	
Residences Rented for Social Event (6 or less in 1 year)	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(D D)
Residences Rented for Social Event (7 or more in 1 year)	C	C	C	C	C	C	C		C	C	C	C	C	
Temporary Surface Parking Lot		P	P		P	P	P		P					

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (F)(2)	18.06.060 (HH)							
<b>13. OTHER USES</b>														
Accessory Structures/Uses	P	P	P	P	P	P	P	P	P	P	P	P	P	
Adult Oriented Businesses			P										P	18.06.060(B)
Agriculture	P	P	P	P	P	P	P		P	P	P	P	P	<u>18.04.060.KK</u>
Animals	P	P	P	P	P	P	P		P	P	P	P	P	18.06.060(C)
Cemeteries	C	C	C	C					C	C	C		C	
Conference Center			P		P	P	P						P	
Gambling Establishments			C											
Garage/Yard/Rummage and Other Outdoor Sales	P	P	P	P	P	P	P		P	P	P	P	P	5.24

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Home Occupations	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Parking Facility, Commercial		P	P		P	P	P 18.06.060 (S)			P	P	P 18.06.060 (S)	P	18.04.060(V)
Places of Worship	C	C	P	C	P	P	P		C	C	C	P	P	18.04.060(U)
Racing Pigeons	C	C	C	C					C	C	C	C	C	18.04.060(Y)
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
Schools	C	C	P	C	C	C	C		C	C	C	P	P	18.04.060(CC)
Social Organizations		P	P		P	P	P		P/C 18.06.060(I)	P	P	P	P	
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communications Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44

<b>LEGEND</b>			
P = Permitted Use	PO/RM = Professional Office/Residential Multifamily	GC = General Commercial	HDC-1=High Density Corridor-1
MS = Medical Services		UW = Urban Waterfront	HDC-2=High Density Corridor-2
DB = Downtown Business	AS=Auto Services	UW-H = Urban Waterfront-Housing	HDC-3=High Density Corridor-3
C = Conditional Use	NR = Neighborhood Retail	CSH = Commercial Services-High Density	HDC-4=High Density Corridor-4

**Section 5. Amendment of OMC 18.06. Olympia Municipal Code Chapter 18.06.060 subsection (C) is hereby amended to read as follows:**

C. Animals. All Commercial Districts:

1. ~~Quantity. No more than three (3) pets, such as dogs, cats, hens, and untraditional pets (e.g., potbelly pigs and rabbits), four (4) months of age or older, shall be permitted per dwelling unit. (Traditional pets are defined as a species of animals which can be house-broken, or walked on a leash, or are frequently, but not necessarily, housed within a residence and are neither obnoxious nor a public safety or health threat.)~~
2. ~~Birds. Song birds or other traditional pet birds (e.g., parrots) are permitted. Fowl, such as roosters, ducks and geese, are prohibited. [NOTE: The keeping of racing and performing pigeons is permitted as a conditional use.]~~
3. ~~Other Animals. Swine, other than potbelly pigs, and goats are prohibited. The keeping of other animals and pets, which are not specifically prohibited in this section is permitted, provided that:~~
  - a. ~~There shall be no more than one (1) animal per acre, in addition to those animals/pets permitted in Subsection C.1 above; and~~
  - b. ~~Such animals shall be confined within a suitably fenced area which shall be located no closer than fifty (50) feet from any property line; and~~
  - c. ~~The keeping of such animals does not constitute a nuisance or hazard to the peace, health or welfare of the community in general and neighbors in particular.~~

C. ANIMALS/PETS.

Animals are allowed in all commercial districts subject to the following requirements:

No more than six pet animals, and no more than three of any species, are permitted per dwelling unit. Pet animals under four months of age are not subject to, and do not count towards, this limitation on the number of pet animals. Small pet animals, such as small mammals, aquarium fish, reptiles, spiders, and insects, that are kept in enclosures, such as pens, cages, aquariums, and terrariums, within the dwelling unit, are not subject to, and do not count towards, this limitation on the number of pet animals. The keeping of racing and performing pigeons is permitted as a conditional use. ("Pet animal" means any animal that has commonly been kept as a pet in family households in the United States, such as dogs, cats, guinea pigs, rabbits, hamsters, and aquarium fish. This term also includes pet birds kept in indoor cages in the dwelling unit, such as canaries, cockatiels, lovebirds, budgerigar parakeets, and parrots. This term excludes exotic animals, wild animals, and farm animals as those terms are defined by the United States Department of Agriculture in 9 Code of Federal Regulations (CFR) 1.1.) All other animals are permitted in commercial districts only if the requirements of agricultural uses as provided in 18.04.060 (KK) are met. The keeping of animals other than as permitted in this section is prohibited.

**Section 6. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

**Section 7. Severability.** 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 is unaffected.

**Section 8. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 9. Effective Date.** This Ordinance takes effect on March 2, 2026.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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*Michael M. Young*  
SENIOR DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

**Ordinance No. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING TITLE 18, UNIFIED DEVELOPMENT CODE, OF THE OLYMPIA MUNICIPAL CODE, RELATED TO AGRICULTURAL LAND USES**

**WHEREAS**, the City of Olympia Comprehensive Plan Goal GL 25 encourages local food production to increase self-sufficiency, reduce environmental impacts, promote health and the humane treatment of animals, and support the local economy; and

**WHEREAS**, in 2020 the Olympia City Council enacted a referral to an Olympia Farmland Work Group consisting of members from the City of Olympia, Thurston Conservation District, and Community Farmland Trust; and

**WHEREAS**, the Work Group's purpose was to make recommendations to address the loss of urban agriculture and regional farmland, and to increase access to urban agriculture and further the City policy to collaborate with community partners to ensure that everyone in Olympia is within biking or walking distance of a place to grow food; and

**WHEREAS**, the Work Group presented its first phase of analysis to the City Council's Land Use and Environment Committee in July 2021, and the second phase including policy recommendations in July 2022; and

**WHEREAS**, one of the Work Group's policy recommendations is to incentivize urban agriculture and remove barriers in City Code; and

**WHEREAS**, an analysis of the Olympia Unified Development Code (Olympia Municipal Code Title 18) by City staff identified several potential barriers to urban agriculture in parts of the City of Olympia; and

**WHEREAS**, the potential barriers identified included that some zoning districts did not allow agriculture as a permitted use, which also created potential barriers against adding supporting agricultural structures on existing agricultural uses; and

**WHEREAS**, the code amendments to Title 18 are consistent with the Olympia Comprehensive Plan and other chapters of Title 18 OMC; and

**WHEREAS**, the Olympia Planning Commission reviewed these proposed code amendments and held a public hearing on May 5, 2025, and recommended approval of this ordinance with revision; and

**WHEREAS**, the Olympia Land Use and Environment Committee reviewed these proposed code amendments on May 22, 2025, and recommends approval with revision; and

**WHEREAS**, the Attorney General Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property (October 2024) was reviewed and used by the City in objectively evaluating the proposed subarea plan;

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

**Section 1. Amendment of OMC 18.04. Olympia Municipal Code Chapter 18.04.040 Table 4.01 is hereby amended to read as follows:**

**18.04.040 TABLES: Permitted and Conditional Uses**

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
District-Wide Regulations							18.04.060 (N,Q)	18.04.060 (N,Q)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N,BB)		18.04.060 (N)	
<b>1. SINGLE-FAMILY HOUSING</b>															
Accessory Dwelling Units	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(A)
Co-Housing	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(F)
Cottage Housing				P	P	P	P	P	P	P	P	P	P	P	18.04.060(H)
Manufactured/Mobile Home Parks (Rental Spaces)							C	C	C				C		18.04.060(P)
Manufactured Homes	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(O)
Single-family Residences	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Townhouses	P	P		P	P	P	P	P	P	P	P	P	P	P	18.64
Short-Term Rentals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(JJ)
<b>2. MULTIFAMILY HOUSING</b>															
Apartments				P			P	P	P	P	P	P	P	P	18.04.060(N)

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS	
Courtyard Apartments						P										18.04.060(II)
Boarding Homes				P				P	P	P						
Collegiate Greek system residences	P			P				P	P	P						
Dormitories	P			P				P	P	P	P	P		P		
Duplexes - Existing	P	P		P	P	P	P	P	P	P	P	P	P	P	18.04.060(J)	
Duplexes	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Duplexes on Corner Lots	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(HH)	
Triplexes			P	P	P	P	P	P	P	P	P	P		P		
Fourplexes			P		P	P	P	P	P	P	P	P		P		
Sixplexes						P										
Group Homes with 6 or Fewer (or up to 8 with DSHS approval) Clients and Confidential Shelters	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(K)	
Group Homes with 7 or More Clients	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(K)	
Lodging Houses									P	P	P	P		P		
Nursing/Convalescent Homes	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(S)	

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Retirement Homes				P			P	P	P	P	P	C		P	
Transitional Housing, Permanent Supportive Housing	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
<b>3. COMMERCIAL</b>															
Child Day Care Centers		C	C	C	C	C	C	P	P	P	P	P	C	P	18.04.060(D) 18.04.060(AA)
Commercial Printing												P			
Drive-In and Drive-Through Businesses -- Existing												P			18.04.060(J)
Food Stores											P	P		P	18.04.060(AA)
Hardware Stores												P			
Home Occupations (including Adult Day Care, Elder Care Homes, Family Child Care Homes, Short-Term Rentals – Homestays, and Bed & Breakfast Houses)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L)
Hospice Care	C			C			C	C	C	C	C	C		C	18.04.060(M)
Laundries											P	P		P	18.04.060(AA)

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Nursery (Retail and/or Wholesale Sales)	C	C	C	C	C	C	C	C	C	C		C			18.04.060(G)
Offices												P		P	18.04.060(AA)(2)
Personal Services												P			
Pharmacies												P			
Restaurants, without Drive-In and Drive-Through												P			
Servicing of Personal Apparel and Equipment												P			
Specialty Stores												P			
Veterinary Clinics - Existing	P	P		P	P	P							P		18.04.060(J)
Veterinary Clinics	P														
<b>4. ACCESSORY USES</b>															
Accessory Structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(B)
Electric Vehicle Infrastructure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(GG)

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Garage/Yard/Rummage or Other Outdoor Sales	P	P		P	P	P	P	P	P	P	P	P	P	P	5.24
Large Garages			C		C	C	C	C	C	C	C	C	C	C	18.04.060(B)
Residence Rented for Social Event, 7 times or more in 1 year	C	C		C	C	C	C	C	C	C		C	C		
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
<b>5. RECREATIONAL USES</b>															
Community Parks & Playgrounds	C	C	C	C	C	C	C	C	C	C	P	P	C	P	18.04.060(T)
Country Clubs	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Golf Courses		C	C		C	C	C	C	C	C		C			
Neighborhood Parks	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Open Space - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Racing & Performing Pigeons		C	C	C	C	C				C	C		C	C	18.04.060(Y)
Stables, Commercial and Private Existing		C		C	C										18.04.060(J)
Trails - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
<b>6. AGRICULTURAL USES</b>															
Agricultural Uses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	<u>18.04.060.KK</u>
Greenhouses, Bulb Farms	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(G)
<b>7. TEMPORARY USES</b>															
Emergency Housing	P	P	P	P	P	P	P	P	P	P			P		18.04.060(DD)
Emergency Housing Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.50
Model Homes	P	P	P	P	P	P	P	P	P	P			P	P	18.04.060(DD)
Residence Rented for Social Event, 6 times or less in 1 year	P	P	P	P	P	P	P	P	P	P			P	P	18.04.060(DD)
Wireless Communication Facility	P	P		P	P	P	P	P	P	P	P	P	P	P	18.44.060
<b>8. OTHER</b>															
Animals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(C)
Cemeteries		C	C		C	C	C	C	C	C			C		18.04.060(E)
Community Clubhouses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Crisis Intervention	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(I)

**TABLE 4.01**  
**PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Historic House Museum		C	C	C	C	C	C	C	C	C	C	C	C	C	
Parking Lots and Structures				C							P	P			18.38.220 and .240
Places of Worship	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(U)
Public Facilities	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(V)
Public Facilities - Essential	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(W)
Radio, Television and Other Communication Towers	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.44.100
Schools	C			C	C	C	C	C	C	C	C		C	C	18.04.060(CC)
Social Organizations											P	P		C	
Mineral Extraction - Existing					C		C								18.04.060(J)
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communication Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44
Workshops for Disabled People	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(R)

## LEGEND

P = Permitted Use

C = Conditional Use

R1/5 = Residential - 1 Unit Per 5  
Acres

R 4-8 = Residential 4-8

R-4 = Residential - 4

R-4CB = Residential - 4 Units per Acre

RLI = Residential Low Impact

RM 18 = Residential Multifamily - 18  
24

RM 24 = Residential Multifamily -  
24

MR 7-13 = Mixed Residential 7-13

MR 10-18 = Mixed Residential 10-  
18

RMH = Residential Multifamily High  
Rise

RMU = Residential Mixed Use

MHP = Manufactured Housing Park

UR = Urban Residential

**Section 2. Amendment of OMC 18.04. Olympia Municipal Code Chapter 18.04.060 subsection (C) is hereby amended to read as follows:**

**C. ANIMALS/PETS.**

Pets and other animals are allowed in all residential districts subject to the following requirements:

1. ~~Traditional Pets. No more than a total of three traditional pets, such as dogs and cats, as well as potbelly pigs, four months of age or older, shall be permitted per dwelling unit. Song birds or other traditional pet birds (e.g., parrots) are permitted. The keeping of racing and performing pigeons is permitted as a conditional use. (Traditional pets are defined as a species of animals which can be housebroken, or walked on a leash, or are frequently, but not necessarily, housed within a residence and are neither obnoxious nor a public safety or health threat.)~~
2. ~~Fowl.~~
  - a. ~~Lots one acre or less are allowed up to five ducks or female chickens. Lots greater than one acre are allowed one additional duck or female chicken for every additional one thousand square feet of lot area beyond one acre, up to ten ducks or female chickens.~~
  - b. ~~Chickens and ducks shall be confined within a suitably fenced area large enough for appropriate exercise.~~
  - c. ~~Suitable sanitary structures (coops) shall be provided and must be designed to protect fowl on all sides from weather, predators and to prevent rodents.~~
  - d. ~~Roosters, geese and turkeys are prohibited.~~
3. ~~Other Animals.~~
  - a. ~~Swine, other than potbelly pigs, and non-miniature goats, are prohibited.~~
  - b. ~~Rabbits of breeding age are permitted with the following conditions:~~
    - i. ~~Lots of one quarter acre or less are allowed up to five rabbits.~~
    - ii. ~~Lots greater than one quarter acre are allowed one additional rabbit for every additional one thousand square feet of lot area beyond one quarter acre, up to ten rabbits.~~
    - iii. ~~Rabbits must have a minimum 3.5 square feet of hutch space per rabbit.~~
    - iv. ~~Structures housing rabbits must be designed to protect rabbits on all sides from weather, predators and to prevent other rodents.~~
  - c. ~~Miniature goats, commonly known as pygmy and dwarf, are permitted with the following conditions:~~
    - i. ~~Lots between five thousand square feet and one acre in size are allowed up to two miniature goats.~~
    - ii. ~~Lots greater than one acre are allowed one additional miniature goat for every additional one thousand square feet of lot area beyond one acre, up to six miniature goats.~~
    - iii. ~~Miniature goats shall be confined within a suitably fenced area, large enough for appropriate exercise.~~

- iii. Structures housing miniature goats must be designed to protect them on all sides from weather and predators and to prevent rodents.
- d. The keeping of other agricultural animals, which are not specifically prohibited in this section, is permitted, provided that:
  - i. There shall be no more than one animal per acre, in addition to the permitted animals/pets referenced above; and
  - ii. Such animals shall be confined within a suitably fenced area, large enough for appropriate exercise, which shall be located no closer than fifty feet from any property line; and
  - iii. The keeping of such other animals does not constitute a nuisance or hazard to the peace, health or welfare of the community in general and neighbors in particular.
  - iv. Structures housing such other animals must be designed to protect them on all sides from weather and predators and to prevent rodents.

### C. ANIMALS/PETS.

Animals are allowed in all residential districts subject to the following requirements:

No more than six pet animals are permitted per dwelling unit. Pet animals under four months of age are not subject to, and do not count towards, this limitation on the number of pet animals. Small pet animals, such as small mammals, aquarium fish, reptiles, spiders, and insects, that are kept in enclosures, such as pens, cages, aquariums, and terrariums, within the dwelling unit, are not subject to, and do not count towards, this limitation on the number of pet animals. The keeping of racing and performing pigeons is permitted as a conditional use. "Pet animal" means any animal that has commonly been kept as a pet in family households in the United States, such as dogs, cats, guinea pigs, rabbits, hamsters, and aquarium fish. This term also includes pet birds kept in indoor cages in the dwelling unit, such as canaries, cockatiels, lovebirds, budgerigar parakeets, and parrots. This term excludes exotic animals, wild animals, and farm animals as those terms are defined by the United States Department of Agriculture in 9 Code of Federal Regulations (CFR) 1.1.) All other animals are permitted in residential districts only if the requirements of agricultural uses as provided in 18.04.060 (KK) are met. The keeping of animals other than as permitted in this section is prohibited.

### **Section 3. Amendment of OMC 18.04. Olympia Municipal Code Chapter 18.04.060 is hereby amended to add a new subsection (KK) as follows:**

#### KK. AGRICULTURE.

Agricultural uses, as defined in OMC 18.02.180, are allowed as a primary or accessory use in all zoning districts except Auto Services and Industrial zones, pursuant to the following:

1. Lots two acres in size and larger are allowed one USDA Animal Unit (AU) per acre.
2. Lots one-quarter acre and smaller are allowed up to five ducks or female chickens. Lots between one-quarter acre and one acre are allowed up to nine ducks or female chickens. Lots one acre and larger are allowed up to ten ducks or female chickens plus one additional duck or female chicken for every additional one thousand square feet of lot area up to two acres.
  - a. Chickens and ducks must be confined within a suitably fenced area large enough for appropriate exercise.
  - b. Roosters, geese, peacocks, and other similar loud fowl are prohibited.

3. Rabbits, quail, miniature goats, and turkeys are allowed in addition to the ducks and chickens allowed in subsection (KK)(2) of this section subject to the following restrictions:
  - a. Rabbits. Lots one-quarter acre and smaller are allowed up to five rabbits. Lots between one-quarter acre and one acre are allowed one additional rabbit for every additional one thousand square feet of lot area beyond one-quarter acre, up to ten rabbits. Lots one acre and larger are allowed ten rabbits plus one additional rabbit for every additional one thousand square feet of lot area beyond one acre.
  - b. Female Quail. Lots one-quarter acre and smaller are allowed up to five female quail. Lots between one-quarter acre and one acre are allowed one additional female quail for every additional one thousand square feet of lot area beyond one-quarter acre, up to ten rabbits. Lots one acre and larger are allowed ten female quail plus one additional female quail for every additional one thousand square feet of lot area beyond one acre.
  - c. Miniature Goats. Lots between 5,000 square feet and one acre in size are allowed up to two miniature goats. Lots one acre and larger are allowed one additional miniature goat for every additional 1,000 square feet of lot area beyond one acre, up to six miniature goats.
  - d. Up to four turkeys are allowed on lots at larger than one acre in size.
4. Agricultural animal enclosures, both temporary and permanent, shall must be no less than 10 feet from all property lines and are not permitted in setback areas.
5. Beekeeping is allowed outright as an agricultural use, when registered with the State Department of Agriculture according to provisions of RCW 15.60.021, provided that:
  - a. "Bees" means adult insects, eggs, larvae, pupae, or other immature stages of the species *Apis mellifera*.
  - b. A maximum of four hives, each with only one swarm, are allowed on lots of less than ten thousand square feet.
  - c. Hives may not be located within 25 feet of any lot line, provided this distance may be reduced to 10 feet if strategies are employed to require bees to gain elevation before crossing the property line. This may include elevation changes of eight feet or more above the grade immediately adjacent to the grade of the lot on which the hives are located or behind a solid fence or hedge six feet high parallel to any lot line within 25 feet of a hive and extending at least twenty feet beyond the hive in both directions.
6. Suitable sanitary enclosures (such as coops, barns, and hives) must be provided and must be designed to protect animals on all sides from weather, predators, and to prevent rodents. All animals shall must also be confined within a suitably fenced area large enough for appropriate exercise.
7. The acreage total includes contiguous parcels that are also being utilized by the same agriculture operation. In instances where agricultural uses utilize parcels that are not contiguous, they are to be considered separate uses for the size calculation. For the purposes of this calculation, lots on opposite sides of a public right-of-way are not to be considered contiguous.
8. Fences must meet the requirements listed in OMC Chapter 18.40.

9. The management of agricultural uses under this section shall~~must~~ adhere to the required best management practices (BMPs) and other provisions described in the City of Olympia Drainage Design and Erosion Control Manual. In the event the city has determined the agricultural uses cause a detrimental impact to water quality, additional best management practices may be required, which may include the development of a farm conservation plan, at the direction of the public works director or designee, including cessation of uses, as necessary to restore water quality and protect public health.
10. The keeping of animals for agricultural uses as listed above is allowed provided that the keeping of such other animals does not constitute a nuisance or hazard to the peace, health, or welfare of the community in general and neighbors in particular. Nuisances include:
  - a. Excessive noise.
  - b. Excessive odors from poor care and clean-up of animal waste.
  - c. Pest problems from improper feeding techniques.
  - d. Other issues that are significantly disruptive to the neighborhood or significantly distract from the quality and enjoyment of the neighborhood environment.

**Section 4. Amendment of OMC 18.06. Olympia Municipal Code Chapter 18.06.040 Table 6.01 is hereby amended to read as follows:**

**18.06.040 TABLES: Permitted and Conditional Uses**

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)						18.130.020	
<b>1. EATING &amp; DRINKING ESTABLISHMENTS</b>														
Drinking Establishments			P		P	P	P		C 18.06.060(P)		P	P	P	
Drinking Establishments - Existing		P 18.06.060 (GG)				P								
Restaurants, with drive-in or drive-through			P 18.06.060 (F)(3)								C 18.06.060 (F)(1)	C 18.06.060 (F)(1)	P 18.06.060 (F)(3)	
Restaurants, with drive-in or			P				P 18.06.060(U)					C	P	

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
drive-through, existing														
Restaurants, without drive-in or drive-through	P 18.06. 060 (U)(3)	C	P	P 18.06. 060 (U)(2)	P	P	P 18.06. 060 (U)(1)	P	P	P	P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060 (F)(2)	18.06. 060(H) H	18.06. 060 (F)(2)							
<b>2. INDUSTRIAL USES</b>														
Industry, Heavy														
Industry, Light			C		P/C 18.06. 060(N)									
On-Site Treatment & Storage Facilities for Hazardous Waste						P 18.06. 060(Q)								
Piers, Wharves, Landings					P									

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Printing, Industrial			C		P/C 18.06.060 (N)									
Publishing		C	C		P		P		C	C				
Warehousing			P		P/C 18.06.060 (AA)		P							
Welding & Fabrication			C		P/C 18.06.060 (N)		P							
Wholesale Sales		C	P		P/C	P		P		P	18.06. 060 (BB)(2)			
Wholesale Products Incidental to Retail Business			P		P	P						P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060(F)(2)	18.06. 060(H) H)	18.06. 060(F)(2)							
<b>3. OFFICE USES (See also)</b>														

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
<b>SERVICES, HEALTH)</b>														
Banks		P	P		P/C 18.06. 060(D)(2)	P 18.06. 060 (D)(2)	P/C 18.06. 060 (D)(2)	P	P	P	P	P 18.06. 060 (D)(1)	P 18.06. 060 (F)(3)	
Business Offices		P	P		P	P	P	P	P	P	P	P	P	
Government Offices		P	P		P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060(F)(2)	18.06. 060(H H)	18.06. 060(F)(2)							
<b>4. RECREATION AND CULTURE</b>														
Art Galleries	P	P	P		P	P	P		P	P	P	P	P	
Auditoriums and Places of Assembly			P		P	P	P					P	P	
Boat Clubs					P	P								
Boating Storage Facilities					P			P						

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Commercial Recreation		C	P		P	P	P	P		C	C	P	P	
Health Fitness Centers and Dance Studios	P	P 18.06.060 (L)	P	P	P	P	P	P	P 18.06.060 (L)	P 18.06. 060(L)	P	P	P	
Libraries	C	C	C	C	P	P	P		P	C	P	P	P	18.04.060(V)
Marinas/Boat Launching Facilities					P 18.06.060 (CC)	P								
Museums		C	P		P	P	P		P	C	C	P	P	18.04.060(V)
Parks, Neighborhood	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)
Parks & Playgrounds, Other	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)
Theaters (Drive-in)			C											
Theaters (No drive-ins)			P		P	P	P			C	P	P		
District-Wide Regulations	18.06. 060(R)				18.06.060 (F)(2)	18.06. 060(H H)	18.06. 060(F)(2)							

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
<b>5. RESIDENTIAL</b>														
Apartments		P	P	P	P	P	P		P	P	P	P	P	
Apartments above ground floor in mixed use development	P	P	P	P	P	P	P		P	P	P	P	P	
Boarding Houses		P	P	P	P	P	P		P	P	P	P	P	
Co-Housing		P	P			P	P			P	P		P	
Collegiate Greek system residence, dormitories		C	P	P	P	P	P		P	C	P	P	P	
Duplexes	P	P	P	P			P		P	P	P		P	
Duplexes on Corner Lots	P	P	P	P			P		P	P	P	P	P	18.04.060 (HH)
Group Homes (6 or less or up to 8 with DSHS approval)	P	P	P 18.06. 060(K)	P	P	P 18.06. 060(K)	P		P	P	P 18.06. 060(K)	P 18.06. 060(K)		18.04.060(K)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Group Homes (7 or more)	C	C	C 18.06. 060(K)	C	C	C	C 18.06. 060(K)		C	C	C	C 18.06. 060(K)	P 18.06. 060(K)	18.04.060(K)
Mobile or Manufactured Homes Park - Existing		C	C	C						C			C	18.04.060(P)
Quarters for Night Watch person/Caretaker					P	P								
Retirement Homes		P	P	P	P	P	P		P	P	P	P	P	
Single-Family Residences	P	P	P	P			P		P	P	P	P	P	
Single Room Occupancy Units		P	P	P	P	P	P		P	P	P	P	P	
Townhouses	P	P	P	P		P	P		P	P	P	P	P	
Triplexes, Fourplexes, and Cottage Housing	-	P		-					-	-	-	-	P	

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Transitional Housing, Permanent Supportive Housing	P	P	P	P	P	P	P		P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060(H H)	18.06.060(F)(2)							
<b>6. RETAIL SALES</b>														
Apparel and Accessory Stores			P		P	P	P					P	P	
Boat Sales and Rentals			P		P	P	P	P					P	
Building Materials, Garden and Farm Supplies	P		P		P	P	P					P	P	
Commercial Greenhouses, Nurseries, Bulb Farms	C	C 18.04.060 (G)	C	C					C		P	P		18.04.060(G)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Electric Vehicle Infrastructure	P	P	P	P	P 18.06.060 (W)	P 18.06. 060 (W)	P 18.06. 060(W)	P	P	P	P	P	P	
Food Stores	P	P 18.06.060 (H)	P		P	P	P		P	P 18.06.060 (H)	P	P	P	
Furniture, Home Furnishings, and Appliances			P		P	P	P				P	P	P	
Gasoline Dispensing Facilities accessory to a permitted use	P 18.06. 060 (W)(4)		P		P 18.06.060 (W)		P 18.06.060 (W)(2)	P			P 18.06.060 (W)	P 18.06. 060 (W)		
Gasoline Dispensing Facility accessory to a permitted use - Existing	P 18.06. 060(W)		P		P 18.06.060 (W)		P 18.06.060 (W)				P 18.06.060 (W)	P 18.06. 060 (W)		
General Merchandise Stores	P	P 18.06.060 (J)	P		P	P	P			P 18.06.060 (J)	P	P	P	

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Mobile, Manufactured, and Modular Housing Sales			P											
Motor Vehicle Sales			P				P	P					P	
Motor Vehicle Supply Stores			P		P	P	P	P		P	P	P		
Office Supplies and Equipment		P 18.06.060 (DD)	P		P	P	P		P 18.06.060 (DD)	P	P	P		18.06.060 (CC)
Pharmacies and Medical Supply Stores	P	P 18.06.060 (EE)	P	P	P	P	P		P 18.06.060 (EE)	P	P	P		18.06.060 (DD)
Specialty Stores	P 18.06. 060 (Y)(3)	P 18.06.060 (Y)(4)	P	C 18.06. 060 (Y)(2)	P	P	P		P 18.06.060 (Y)(4)	P	P 18.06.060 (Y)(1)	P		
District-Wide Regulations	18.06. 060(R)				18.06.060 (F)(2)	18.06. 060 (HH)	18.06.060 (F)(2)							
<b>7. SERVICES, HEALTH</b>														

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Hospitals				P			P		P					
Nursing, Congregate Care, and Convalescence Homes	C	P	C	P			C		C	C	C	P	P	18.04.060(S)
Offices, Medical		P	P	P	P	P	P	P	P	P	P	P	P	
Veterinary Offices/Clinics		P	P	P			P			P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (F)(2)	18.06.060 (HH)							
<b>8. SERVICES, LODGING</b>														
Bed & Breakfast Houses (1 guest room)	P	P 18.06.060 (E)	P 18.06.060(E)	P 0(E)	P 18.06.060(E)	P	P			P	P	P	P	18.04.060(L) (3)(c)
Bed & Breakfast Houses (2 to 5 guest rooms)	C	P 18.06.060 (E)	P 18.06.060(E)	P 060(E)	P 18.06.060(E)	P	P		C	P	P	P	P	18.04.060(L) (3)(c)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Short-Term Rentals – Vacation Rentals	P	P	P	P	P	P	P		P	P	P	P	P	
Hotels/Motels			P	C	P		P		P				P	
Indoor Emergency Shelters, Indoor Emergency Housing			P	C	P		P		P				P	
Lodging Houses		P	P	P	P		P		P	P	P	P	P	
Recreational Vehicle Parks			P										P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (F)(2)	18.06.060 (HH)							
<b>9. SERVICES, PERSONAL</b>														
Adult Day Care Home	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L) (3)(b)
Child Day Care Centers	C	P	P	P	P	P	P		P	P	C	P	P	18.04.060(D)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Crisis Intervention	C	P	C	P			P		C	P	C	C	C	18.04.060(I)
Family Child Care Homes	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Funeral Parlors and Mortuaries		C	P				P			C		P	P	
Laundries and Laundry Pick-up Agencies	P	P	P	P	P	P	P		P 18.06.060 (O)	P 18.06.060 (O)	P 18.06.060 (O)	P	P	
Personal Services	P	P	P	P	P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
<b>10. SERVICES, MISCELLANEOUS</b>														
Auto Rental Agencies			P		P	P	P	P		C	P	P		
Equipment Rental Services, Commercial			P		P		P			P	P	P		

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Equipment Rental Services, Commercial - Existing		P 18.06.060 (FF)												
Ministorage			P				P							
Printing, Commercial	P	P	P		P	P	P		P	P	P	P	P	
Public Facilities (see also Public Facilities, Essential on next page)	C	C	C	C	P	C	P	P	P	C	C	C	C	18.04.060(V)
Radio/T.V. Studios		P	P		P	P	P		P	P	P	P	P	
Recycling Facilities	P	P	P	P	P		P		P	P	P	P	P	18.06.060(V)
School - Colleges and Business, Vocational or Trade Schools		C	P		P	P	P		P	C	C	C	P	18.06.060(X)
Service and Repair Shops			P				P	P			P	P		

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

COMMERCIAL DISTRICT	NR	PO/RM	GC	MS	UW	UW-H	DB	A S	CSH	HDC-1	HDC-2	HDC-3	HDC-4	APPLICABLE REGULATIONS
Service Stations/Car Washes			P				P 18.06.060 (W)	P				P 18.06.060 (W)	P 18.06. 060 (W)	
Service Stations/Car Washes - Existing			P		P 18.06.060 (W)		P 18.06.060 (W)				P	P 18.06.060 (W)	P 18.06. 060 (W)	
Servicing of Personal Apparel and Equipment	P	P	P		P	P	P			P	P	P	P	
Truck, Trailer, and Recreational Vehicle Rentals			P					P						
Workshops for Disabled People	C	C	C	C	P	C	P		C	C	C	C	C	18.04.060(R)
District-Wide Regulations	18.06. 060(R)				18.06.060 (F)(2)	18.06. 060 (HH)	18.06.060 (F)(2)							
<b>11. PUBLIC FACILITIES, ESSENTIAL</b>														
Airports			C										C	18.06.060(G)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Inpatient Facilities		C	C	C 18.06.060(G)	C		C		C	C	C	P	P	18.06.060(G) 18.04.060(K)
Jails			C		C		C		C				C	18.06.060(G)
Mental Health Facilities			C	C 18.06.060(G)	C		C						C	18.06.060(G) 18.04.060(K)
Other Correctional Facilities		C	C	C 18.06.060(G)	C	C	C		C	C	C	C	C	18.06.060(G)
Other facilities as designated by the Washington State Office of Financial Management, except prisons and solid waste handling facilities		C	C		C		C			C	C	C	C	18.06.060(G)
Radio/TV and Other Communication	C	C	C	C	C	C	C	C	C	C	C	C	C	18.06.060(G) 18.44.100

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Towers and Antennas														
Sewage Treatment Facilities	C	C	C	C	P		P		C	C	C	C	C	18.06.060(G) 18.04.060(X)
State Education Facilities		C	C		C		C		C	C	C	C	C	18.06.060(G) 18.06.060(X)
State or Regional Transportation Facilities	C	C	C	C	C	C	C		C	C	C	C	C	18.06.060(G)
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
<b>12. TEMPORARY USES</b>														
Entertainment Events			P		P	P	P						P	
Off Site Contractor Offices	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(D D)

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Emergency Housing	P	P	P	P	P			P	P	P	P	P	P	18.04.060(D D)
Emergency Housing Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	18.50
Fireworks, as determined by Fire Dept.			P		P	P	P				P	P	P	9.48.160
Mobile Sidewalk Vendors		P	P	P	P	P	P			P	P	P	P	
Parking Lot Sales			P		P	P	P	P			P	P	P	
Residences Rented for Social Event (6 or less in 1 year)	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(D D)
Residences Rented for Social Event (7 or more in 1 year)	C	C	C	C	C	C	C		C	C	C	C	C	
Temporary Surface Parking Lot		P	P		P	P	P		P					

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (F)(2)	18.06.060 (HH)							
<b>13. OTHER USES</b>														
Accessory Structures/Uses	P	P	P	P	P	P	P	P	P	P	P	P	P	
Adult Oriented Businesses			P										P	18.06.060(B)
Agriculture	P	P	P	P	P	P	P		P	P	P	P	P	<u>18.04.060.KK</u>
Animals	P	P	P	P	P	P	P		P	P	P	P	P	18.06.060(C)
Cemeteries	C	C	C	C					C	C	C		C	
Conference Center			P		P	P	P						P	
Gambling Establishments			C											
Garage/Yard/Rummage and Other Outdoor Sales	P	P	P	P	P	P	P		P	P	P	P	P	5.24

**TABLE 6.01**  
**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Home Occupations	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Parking Facility, Commercial		P	P		P	P	P 18.06.060 (S)			P	P	P 18.06.060 (S)	P	18.04.060(V)
Places of Worship	C	C	P	C	P	P	P		C	C	C	P	P	18.04.060(U)
Racing Pigeons	C	C	C	C					C	C	C	C	C	18.04.060(Y)
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
Schools	C	C	P	C	C	C	C		C	C	C	P	P	18.04.060(CC)
Social Organizations		P	P		P	P	P		P/C 18.06.060(I)	P	P	P	P	
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communications Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44

<b>LEGEND</b>			
P = Permitted Use	PO/RM = Professional Office/Residential Multifamily	GC = General Commercial	HDC-1=High Density Corridor-1
MS = Medical Services		UW = Urban Waterfront	HDC-2=High Density Corridor-2
DB = Downtown Business	AS=Auto Services	UW-H = Urban Waterfront-Housing	HDC-3=High Density Corridor-3
C = Conditional Use	NR = Neighborhood Retail	CSH = Commercial Services-High Density	HDC-4=High Density Corridor-4

**Section 5. Amendment of OMC 18.06. Olympia Municipal Code Chapter 18.06.060 subsection (C) is hereby amended to read as follows:**

C. Animals. All Commercial Districts:

1. ~~Quantity. No more than three (3) pets, such as dogs, cats, hens, and untraditional pets (e.g., potbelly pigs and rabbits), four (4) months of age or older, shall be permitted per dwelling unit. (Traditional pets are defined as a species of animals which can be house-broken, or walked on a leash, or are frequently, but not necessarily, housed within a residence and are neither obnoxious nor a public safety or health threat.)~~
2. ~~Birds. Song birds or other traditional pet birds (e.g., parrots) are permitted. Fowl, such as roosters, ducks and geese, are prohibited. [NOTE: The keeping of racing and performing pigeons is permitted as a conditional use.]~~
3. ~~Other Animals. Swine, other than potbelly pigs, and goats are prohibited. The keeping of other animals and pets, which are not specifically prohibited in this section is permitted, provided that:~~
  - a. ~~There shall be no more than one (1) animal per acre, in addition to those animals/pets permitted in Subsection C.1 above; and~~
  - b. ~~Such animals shall be confined within a suitably fenced area which shall be located no closer than fifty (50) feet from any property line; and~~
  - c. ~~The keeping of such animals does not constitute a nuisance or hazard to the peace, health or welfare of the community in general and neighbors in particular.~~

C. ANIMALS/PETS.

Animals are allowed in all commercial districts subject to the following requirements:

No more than six pet animals are permitted per dwelling unit. Pet animals under four months of age are not subject to, and do not count towards, this limitation on the number of pet animals. Small pet animals, such as small mammals, aquarium fish, reptiles, spiders, and insects, that are kept in enclosures, such as pens, cages, aquariums, and terrariums, within the dwelling unit, are not subject to, and do not count towards, this limitation on the number of pet animals. The keeping of racing and performing pigeons is permitted as a conditional use. ("Pet animal" means any animal that has commonly been kept as a pet in family households in the United States, such as dogs, cats, guinea pigs, rabbits, hamsters, and aquarium fish. This term also includes pet birds kept in indoor cages in the dwelling unit, such as canaries, cockatiels, lovebirds, budgerigar parakeets, and parrots. This term excludes exotic animals, wild animals, and farm animals as those terms are defined by the United States Department of Agriculture in 9 Code of Federal Regulations (CFR) 1.1.) All other animals are permitted in commercial districts only if the requirements of agricultural uses as provided in 18.04.060 (KK) are met. The keeping of animals other than as permitted in this section is prohibited.

**Section 6. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

**Section 7. Severability.** 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 is unaffected.

**Section 8. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 9. Effective Date.** This Ordinance takes effect on March 2, 2026.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

Michael M. Young  
SENIOR DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

**CITY OF OLYMPIA, WASHINGTON  
AGREEMENT FOR JOB ORDER CONTRACTING  
GENERAL CONSTRUCTION SERVICES**

**THIS AGREEMENT** ("Agreement") is entered into by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (hereinafter, the "City"), and **SAYBR CONTRACTORS, INC.**, a Washington State corporation (hereinafter, the "Contractor"). The City and the Contractor may be referred to collectively as the "Parties."

#### **ARTICLE 1 - SCOPE OF WORK**

The Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described in the Contract Documents.

The Work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non-Prepriced Tasks.

#### **ARTICLE 2 - CONTRACT TIME**

- 2.1 The Base Term of the Contract is two (2) years.
- 2.2 There is one (1) Option Term available. The Option Term may be exercised only by mutual agreement of the Parties. The duration of the Option Term, if exercised, is one year.
- 2.3 The Contractor may withdraw from the Contract on the first anniversary of the Contract upon 90 days prior written notice to the City. Exercising this option to withdraw shall not relieve either party from its obligations with respect to Job Orders issued prior to the effective date of such withdrawal.
- 2.4 All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.
- 2.5 The Contractor shall commence work upon issuance of a Job Order and shall complete the Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.
- 2.6 The City and the Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the Detailed Scope of Work is not completed within the Job Order Completion Times specified in the Job Order, plus any extensions thereof allowed in accordance with the Contract Documents. They also

recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City as outlined below.

At the sole discretion of the City, liquidated damages will be assessed, if at all, on a Job Order- by-Job-Order basis. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, the amount per calendar day specified in following table, Schedule of Liquidated Damages, will be deducted from any money due the Contractor, not as a penalty but as liquidated damages; provided however that due account shall be taken of any adjustment of the Job Order Completion Time as provided for elsewhere in this Contract.

Value of Job Order	Liquidated Damages
\$0 to \$10,000.00	\$100/Day
\$10,000.01 to \$50,000.00	\$250/Day
\$50,000.01 or Greater	\$500/Day

2.7 In the event the Contractor exercises its right to withdraw pursuant to Section 2.3, the Contractor shall continue to accept and diligently perform Job Orders issued prior to the effective date of withdrawal until final completion, including warranty obligations. The Contractor shall cooperate in good faith with the City to ensure continuity of services and orderly transition, including reasonable assistance in the transfer of records, documentation, and project status information. No withdrawal shall impair the City's right to enforce performance, payment, retainage, warranty, or indemnity obligations arising from Job Orders issued prior to the effective date of withdrawal.

### ARTICLE 3 - CONTRACT PRICE

3.1 The Contract is an indefinite-quantity contract for general construction work and services. The following Contract values are provided:

3.1.1 *Minimum Contract Value:* The minimum dollar amount of Job Orders that the Contractor is guaranteed to receive the opportunity to perform in the Base Term is \$25,000. If, during the Base Term, the City, at no fault of Contractor, fails to issue Job Orders in a total amount that is equal to or greater than the Minimum Contract Value, the City shall pay Contractor an amount equal to the difference between the Minimum Contract Value and the actual total of the Job Orders issued in the Base Term multiplied by thirty percent 30%. The intent of this damage formula is to compensate Contractor for lost overhead and profit. This is Contractor's sole remedy.

3.1.2 *Estimated Contract Value:* The City estimates that the total dollar amount of Job Orders that could be issued to the Contractor in the Base Term is estimated at approximately \$2,000,000. This is an estimate only. The Contractor is not guaranteed to receive this volume of Job Orders. The City

has no obligation to issue Job Orders in excess of the Minimum Contract Value.

- 3.1.3 *Maximum Contract Value:* The City reserves the right to issue up to the maximum dollar amount specified in RCW 39.10.440, currently \$4,000,000 per year.
- 3.1.4 *Maximum Job Order Value:* The maximum dollar amount of any single Job Order is \$500,000 as specified in RCW 39.10.450.
- 3.2 The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® and the following Adjustment Factors:
  - 3.2.1 *Normal Working Hours Adjustment Factor:* 7:00 am to 4:00 pm Monday to Friday, except for City holidays: **1.3250**
  - 3.2.2 *Other Than Normal Working Hours Adjustment Factor:* 4:00 pm to 7:00 am Monday to Friday, and all day Saturday, Sunday and City holidays: **1.3350**
  - 3.2.3 *Secured Facilities, Normal Working Hours Adjustment Factor:* 7:00 am to 4:00 pm Monday to Friday, except for City holidays: **1.3350**
  - 3.2.4 *Secured Facilities, Other Than Normal Working Hours Adjustment Factor:* 4:00 pm to 7:00 am Monday to Friday, and all day Saturday, Sunday and City holidays: **1.3350**
  - 3.2.5 *Non Pre-Priced Tasks:* **1.3250**
- 3.3 The Job Order Price shall be the value of the approved Job Order Price Proposal, which shall be calculated by summing the value of each Pre-priced Task (unit price x quantity x Adjustment factor) plus the value of each Non Pre-priced task.
- 3.4 This Contract is awarded pursuant to a competitive Request for Proposals and based on the Contractor's submitted Adjustment Factors, technical proposal, and evaluation in accordance with RCW 39.10.430–460. The Adjustment Factors established at award are fixed for the duration of the Contract, including any Option Term, and shall be applied consistently to all Job Orders. No modification to Adjustment Factors or pricing methodology shall be permitted except by written amendment executed by the Parties in compliance with applicable law.

## **ARTICLE 4 - PAYMENT PROCEDURES**

- 1.1 Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less, may be paid in one lump sum payment. For all other Job Orders, the City may make partial, monthly payments based on a percentage of the work completed.

- 4.2. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the City concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.
- 4.3. Retainage of 5% shall be withheld until releasable under RCW 60.28. Each Job Order shall be treated as a separate contract for purposes of retainage.
- 4.4. This Contract is subject to prevailing wage. The Contractor shall file prevailing wage intents and affidavits with the Washington State Department of Labor & Industries for each Job Order.

## **ARTICLE 5 - SUBCONTRACTING REQUIREMENT**

At least ninety percent (90%) of the Work contained in each Job Order must be subcontracted to entities other than the Contractor. The Contractor must distribute contracts as equitably as possible among qualified and available subcontractors including minority and woman-owned subcontractors to the extent permitted by law.

## **ARTICLE 6 - CONTRACT DOCUMENTS**

The Contractor shall complete all Work in accordance with the Contract Documents. The Contract Documents, which comprise this entire Job Order Contract ("Contract"), consist of the following:

- 6.1 This Agreement;
- 6.2 JOC Supplemental Conditions;
- 6.3 Job Orders, including Supplemental Job Orders, and related documents, including but not limited to, the Detailed Scope of Work with Drawings and/or Specifications, Request for Proposal, Job Order Price Proposal, Notice to Proceed, submittals, record documents, and all required close-out documentation and warranties;
- 6.4 Construction Task Catalog®;
- 6.5 Technical Specifications;
- 6.6 WSDOT Standard Specifications, most recent edition, as modified;
- 6.7 City's General Provisions (Modifying WSDOT Standard Specifications, Division 1);
- 6.8 City's Special Provisions (Modifying WSDOT Standard Specifications, Divisions 2-9);
- 6.9 City's Development and Design Standards.
- 6.10 In the event of any conflict, ambiguity, or inconsistency among the Contract Documents, the order of precedence shall be as follows:
  - (1) Job Orders, including Supplemental Job Orders;

- (2) This Agreement for Job Order Contracting – General Construction Services;
- (3) JOC Supplemental Conditions;
- (4) Construction Task Catalog®;
- (5) Technical Specifications;
- (6) City Development and Design Standards;
- (7) City General Special Provisions; and
- (8) WSDOT Standard Specifications, as modified.

The more specific provision shall govern over a more general provision.

There are no Contract Documents other than those listed above.

## **ARTICLE 7 - SUBMITTAL OF REQUESTED INFORMATION**

Per RCW 39.10.460, the Contractor, at any time upon request by the City, shall submit the following information:

- 7.1 A list of Job Orders issued;
- 7.2 The value of each Job Order;
- 7.3 A list of the subcontractors hired under each Job Order;
- 7.4 A copy of the intent to pay prevailing wages and the affidavit of wages paid for each Job Order; and
- 7.5 Any other information requested including, but not limited to, cost of each subcontract value per Job Order.
- 7.6 At least quarterly, Contractor shall submit a report to the City detailing total value of work done under contract to date along with subcontract value and participation rates.

## **ARTICLE 8 - MISCELLANEOUS**

- 8.1 **Licenses:** The Contractor must possess an Olympia business registration prior Contract award and continuing throughout the duration of the Contract. Additionally, by executing this Agreement, the Contractor certifies it has all other applicable state and local licenses and has not been debarred from public contracting by either Washington State or the United States Government.
- 8.2 **Taxes:** the Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. All taxes, including applicable State Sales Taxes, are deemed included in the Contractor's invoices.
- 8.3 **Payment and Performance Bond:** The Contractor shall furnish and maintain Payment and Performance Bonds in compliance with RCW 39.08.010. The penal sum of each bond shall be equal to the Maximum Contract Value authorized for the applicable contract term, inclusive of the Base Term and any exercised Option Term, and shall automatically increase if the Contract Maximum is increased by

amendment. Bonds shall remain in full force and effect for all Job Orders issued during the term of the Contract and until all obligations are satisfied.

- 8.4 **Insurance:** The insurance requirements for this Contract are contained in Article 4, Section M, Of the RFP General Conditions. Section 1.07.18 of the WSDOT Standard Specifications, modified as follows: Owners and Contractors Protective (OCP) insurance is not required.
- 8.5 **Indemnification:** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. In the event of liability caused by the concurrent negligence of the City and the Contractor, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under the Industrial Insurance Act, Title 51 RCW, solely for the purposes of effectuating the Contractor's indemnification obligation to the City. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Contract.
- 8.6 **Governing Law and Venue:** This Contract and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement without recourse to any principle of Conflicts of Laws. The Superior Court of Thurston County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Contract, except if jurisdiction lies solely in federal court, in which case the U.S. District Court for Western District of Washington shall be the exclusive venue.
- 8.7 **Compliance with all laws:** The Contractor shall comply with all applicable Federal, State and local non-discrimination laws and regulations, including but not limited to Job Order Contracting laws set forth in RCW 39.10.430-39.10.450. Any direct conflict between this RFP and the Job Order Contracting statutes shall be resolved in favor of the applicable Job Order Contracting statutes.
- 8.8 The insurance requirements set forth in the Request for Proposals, including the RFP General Conditions, are incorporated herein by reference as material terms of this Contract. The Contractor shall maintain all required insurance for the duration of the Contract and for all Job Orders issued thereunder. Failure to maintain required insurance constitutes a material breach of this Contract.

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

**EXECUTED**, this 21 day of January, 2026 for the **CONTRACTOR** by:



Amanda Grindle  
Vice President

**EXECUTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2026 for the **CITY OF OLYMPIA** by:

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Steven J. Burney  
City Manager

Approved as to Form:



Senior Deputy City Attorney

## PUBLIC WORKS PERFORMANCE BOND (Form L)

To City of Olympia, WA  
Bond No. \_\_\_\_\_

The City of Olympia, Washington, (City) has awarded to **SAYBR CONTRACTORS, INC.** (Principal), a contract for the **Job Order Contracting for General Construction Services Program** (Contract) in Olympia, Washington, and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and \_\_\_\_\_ (Surety), a corporation, organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, providing coverage equal to the maximum allowable annual JOC value subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature	Date	Surety Signature	Date
Printed Name		Printed Name	
Title		Title	

Name, address, and telephone of local office/agent of Surety Company are:

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Approved as to form:

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## **PUBLIC WORKS PAYMENT BOND (Form M)**

## To City of Olympia, WA

Bond No.

The City of Olympia, Washington, (City) has awarded to **SAYBR CONTRACTORS, INC.** (Principal), a contract for the **Job Order Contracting for General Construction Services Program** (Contract) in Olympia, Washington, and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, providing coverage equal to the maximum allowable annual JOC value subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterpart and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

## PRINCIPAL

## SURETY

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**Principal Signature**

Date

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**Surety Signature**

Date

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Printed Name

---

Printed Name

---

**Title**

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**Title**

Name, address, and telephone of local office/agent of Surety Company are:

Approved as to form:

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## City Attorney

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Date

# ATTACHMENT A

## JOB ORDER CONTRACTING SUPPLEMENTAL CONDITIONS

### 1. DEFINITIONS

- 1.1. **Adjustment Factor** - A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.
- 1.2. **Award Criteria Figure** - The amount determined in the Award Criteria Figure Calculation section of the Phase II Cost Proposal, which is used for the purposes of determining the lowest Bid.
- 1.3. **Base Term** - The initial period of the Contract and does not include any Option Terms.
- 1.4. **Construction Task Catalog®** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
- 1.5. **Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Job Order.
- 1.6. **Estimated Contract Value** - An estimate of the value of Job Orders that could be issued to the Contractor in the Base Term of the Contract.
- 1.7. **Job Order** - A written order issued by the City, such as a purchase order, requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. A project may consist of one or more Job Orders.
- 1.8. **Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.
- 1.9. **Job Order Price** - The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.
- 1.10. **Job Order Price Proposal** - A price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- 1.11. **Job Order Proposal** - A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractors and Materialmen; (d) Construction schedule; and (e) other requested documents.
- 1.12. **Joint Scope Meeting** - A site meeting to discuss the work before the Detailed Scope of Work is finalized.
- 1.13. **Maximum Contract Value** - The maximum value of Job Orders that the Contractor may receive under this contract.
- 1.14. **Minimum Contract Value** - The minimum value of Job Orders that the Contractor is guaranteed to receive the opportunity to perform in the Base Term of the Contract.
- 1.15. **Non Pre-priced Task** - A task that is not set forth in the Construction Task Catalog®.
- 1.16. **Normal Working Hours (General Facilities)** - Includes the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for City holidays, in facilities deemed as General by the City.
- 1.17. **Normal Working Hours (Secured Facilities)** - Includes the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for City holidays, in facilities deemed as Secured by the City.
- 1.18. **Notice to Proceed** - A written notice issued by the City directing the Contractor to proceed with construction activities to complete the Job Order.
- 1.19. **Option Term** - An additional period of time beyond the Contract Term which extends the termination date of the Contract.

- 1.20. **Other than Normal Working Hours (General Facilities)** - Includes the hours of 4:00 p.m. to 7:00 a.m. Monday through Friday and all day Saturday, Sunday, and City Holidays in facilities deemed as General by the City.
- 1.21. **Other than Normal Working Hours (Secured Facilities)** - Includes the hours of 4:00 p.m. to 7:00 a.m. Monday through Friday and all day Saturday, Sunday, and City Holidays in facilities deemed as Secured by the City.
- 1.22. **Pre-priced Task** - A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®.
- 1.23. **Project** - The collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
- 1.24. **Request for Proposal** - A written request to the Contractor to prepare a Proposal for the Detailed Scope of Work referenced therein.
- 1.25. **Secured Facility** - Facilities deemed Secured by the City. A Secured Facility may include a background check and/or tool inventory
- 1.26. **Supplemental Job Order** - A secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.
- 1.27. **Technical Specifications** – The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 1.28. **Unit Price** - The price published in the Construction Task Catalog® for a specific construction or construction related work task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the Construction Task Catalog®. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.
- 1.29. **Work** - All materials, labor and use of tools, equipment and services necessary by the Contractor and/or Subcontractor to complete the Job Order.

## 2. OWNER

- 2.1. The City shall be entitled to appoint an agent (Owner's Representative) as Project Manager or Inspector who shall see that the development of the Job Order Proposals and performance of the Work is in strict accordance with the Contract Documents on behalf of the City.
- 2.2. All communications from the Contractor shall be through the Owner's Representative or as the City may direct. The City reserves the right to alter this procedure without consent of the Contractor. All communications not in compliance herewith, shall be considered non-binding on the City.
- 2.3. Right to Clean Up: If a dispute arises between the Contractor, Subcontractors, or separate contractors as to the responsibility under their respective Contracts for maintaining the premises and surrounding area free from waste materials and rubbish the City may, but need not, clean up and allocate the cost among those responsible as the City determines to be just.
- 2.4. Right to Accept Imperfect Work: If any part or portions of the Work completed under this Contract is defective and not in accordance with the Contract Documents, the City shall have the right and authority to retain such Work but may issue a Supplemental Job Order as may be equitable and reasonable.
- 2.5. Right to do Adjacent Work: The City reserves the right to perform construction or operations on the site of the Work. In doing this, the City may use its own forces or award separate contracts. Contractor shall hold the City harmless for costs incurred by the City that are payable to a separate contractor because of delays, improperly time activities, or defective construction by the Contractor, unless such costs are incurred due to the sole negligence of the City.
- 2.6. Right to Finish Contractor's Work: If the Contractor defaults or neglects to carry out all or any part of the Work in accordance with the Contract Documents, the City has the right to commence and continue completion of the Work. In such an event, if the City costs to complete the Work

exceeds the remaining balance of the Contract with the Contractor, Contractor shall reimburse the City for such excess costs.

### **3. CONTRACTOR**

- 3.1. Personnel: The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the City and shall have a cell phone at which he or she can be reached at all times.
- 3.2. The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation, or the like, the Contractor shall notify the City of a substitute Superintendent. At all times, the Contractor shall provide at least one Superintendent for every four Job Orders. Whenever, in the sole discretion of the City, the Contractor is not providing a sufficient level of supervision, the City may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all at no cost to the City. In the event the City's personnel are required to provide direction or supervision of the work in the field because the Contractor has not provided sufficient supervision, the Contractor shall reimburse the City \$75 per hour for such effort.
- 3.3. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless a Job Order gives other specific instructions.
- 3.4. Reporting Errors: The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions in Contract Documents or field conditions shall be reported to the City at once.
- 3.5. A Project site may be operational during the Work. The Contractor shall not interfere or hinder City operations. The Contractor shall keep all equipment and materials within designated work areas and out of hallways and doorways. Emergency exit routes shall be maintained at all times.

### **4. CONTRACT MODIFICATIONS**

- 4.1. Changes to the Contract may be accomplished after execution of the Contract and without invalidating the Contract only by written modification signed by the parties.

### **5. CONTRACTOR SELECTION AND AWARD OF INDIVIDUAL JOB ORDERS**

- 5.1. The City may award an individual Job Order to any selected Contractor. Selection of the Contractor and award of the Job Order will be based on one or more of the following criteria:
  - 5.1.1. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
  - 5.1.2. Contractor's responsiveness to the City on Job Orders.
  - 5.1.3. Price, as it relates to the City's independent cost estimate.
  - 5.1.4. Balancing of workload (Job Order dollar volume and construction backlog) among Contractors.
  - 5.1.5. Management of Job Order dollar volume within bonding limitations of the Contractor.
  - 5.1.6. Rotational selection among all Contractors, unless otherwise determined by the City.

- 5.1.7. Other criteria as deemed in the best interest of the City, in its sole discretion.
- 5.1.8. The City shall document the basis for award of each Job Order in accordance with RCW 39.10.450, including consideration of rotation, workload balancing, performance history, and bonding capacity, as applicable. Such documentation shall be retained in the City's project file for audit and public records purposes.

## 6. PROCEDURES FOR DEVELOPING A JOB ORDER

### 6.1. Initiation of a Job Order

- 6.1.1. As the need exists, the City will notify the Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting.
- 6.1.2. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:
  - 6.1.2.1. the general scope of the work;
  - 6.1.2.2. alternatives for performing the work and value engineering;
  - 6.1.2.3. access to the site and protocol for admission;
  - 6.1.2.4. hours of operation;
  - 6.1.2.5. staging area;
  - 6.1.2.6. requirements for catalog cuts, technical data, samples and shop drawings;
  - 6.1.2.7. requirements for professional services, sketches, drawings, and specifications;
  - 6.1.2.8. construction duration;
  - 6.1.2.9. liquidated damages;
  - 6.1.2.10. the presence of hazardous materials;
  - 6.1.2.11. date on which the Job Order Proposal is due.
- 6.1.3. Upon completion of the joint scoping process, the City will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any desired changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the City will issue a Request for Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the City, will be the basis on which the Contractor will develop its Job Order Proposal and the City will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.
- 6.1.4. The City may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the City cannot agree on the quantities required, or for any other reason as determined by the City. In all such cases, the City shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.
- 6.1.5. The Contractor's Job Order Proposal shall include, at a minimum:
  - 6.1.5.1. Job Order Price Proposal;
  - 6.1.5.2. Required drawings or sketches;
  - 6.1.5.3. List of anticipated Subcontractors;
  - 6.1.5.4. Construction schedule;
  - 6.1.5.5. Subcontractor Responsibility Checklist
  - 6.1.5.6. Other requested documents.

6.2. Preparation of the Job Order Price Proposal

- 6.2.1. The Job Order Price shall be the value of the approved Job Order Price Proposal.
- 6.2.2. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Task (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
- 6.2.3. The Contractor will prepare Job Order Price Proposals in accordance with the following:
  - 6.2.3.1. Pre-priced Task: A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®. The Contractor will select the appropriate Pre-priced Tasks, and enter the accurate quantity, and the appropriate Adjustment Factor.
  - 6.2.3.2. Non Pre-priced Task: A task that is not set forth in the Construction Task Catalog®.
    - 6.2.3.2.1. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
      - 6.2.3.2.1.1. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
      - 6.2.3.2.1.2. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The City may require additional quotes and bids if it has determined that the suppliers or subcontractors are not acceptable or if the prices are not reasonable. If three quotes or bids cannot be obtained, the Contractor will provide the reason in writing for the City's approval. If approved, less than three quotes or bids will be allowed.
    - 6.2.3.2.2. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

**6.2.3.2.2.1. For Non Pre-priced Tasks Performed with Contractor's Own Forces:**

A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

B = The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

Total for a Non Pre-priced Tasks performed with Contractor's Own Forces =  $(A+B+C) \times$  Non Pre-priced Adjustment Factor.

**6.2.3.2.2.2. For Non Pre-priced Tasks Performed by Subcontractors:**

If the Non Pre-priced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three Subcontractor Quotes

Total Cost for Non Pre-priced Tasks performed by Subcontractors = D x Non Pre-priced Adjustment Factor.

- 6.2.3.2.3. After a Non Pre-priced Task has been approved by the City, the Unit Price for such task will be established and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
- 6.2.3.2.4. The City's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
- 6.2.4. Whenever, because of trade jurisdiction rules or small quantities, the cost of a Prepriced Task is less than the actual cost of the labor and material to perform such Prepriced Task, the Owner may permit the Contractor to be paid for such Prepriced Task as a Non-Prepriced Task or use Prepriced Tasks for labor and the material component pricing of the Prepriced Task to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or the other work for that trade cannot be scheduled at the same time and the actual cost does not exceed \$1,000.
- 6.2.5. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable.
- 6.2.6. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.
- 6.2.7. The Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.
- 6.2.8. In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.
- 6.2.9. In the event an immediate response is necessary, the Contractor shall be required to follow alternative procedures as established by the Owner. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Detailed Scope of Work, Request for Job Order Proposal, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures to develop a Job Order.
- 6.2.10. For purposes of Using the Construction Task Catalog®, the project site is defined as the exterior perimeter of a building. For work not performed in a building, the project site is defined as the limits of the work area.
- 6.2.11. The Contractor will not be permitted to add labor hours to the Job Order Price Proposal for time associated with ingress procedures and inspections of labor, materials, and or equipment
- 6.2.12. If the Contractor requires clarifications or additional information regarding the Detailed Scope of Work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

### **6.3. Review of the Job Order Proposal and Issuance of the Job Order**

- 6.3.1. The City will evaluate the entire Job Order Price Proposal and compare these with the City's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks, Adjustment Factors, and quantities proposed. All incomplete Job Order Proposals shall be rejected.
- 6.3.2. The Contractor may choose the means and methods of construction; subject however, to the City's right to reject any means and methods proposed by the Contractor that:
  - 6.3.2.1. Will constitute or create a hazard to the work, or to persons or property;
  - 6.3.2.2. Will not produce finished Work in accordance with the terms of the Contract; or
  - 6.3.2.3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
- 6.3.3. The City reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The City also reserves the right not to issue a Job Order if it is determined to be in the best interests of the City. The City may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the City.
- 6.3.4. The Owner may decide not to issue a Job Order under development, may decide to cancel a Job Order or any portion of a Job Order, or cancel a Project or any portion of a Project, for any reason. In such case, the Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to attending the Joint Scope Meeting, preparing or reviewing the Detailed Scope of Work, preparing a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, or reviewing the Job Order Proposal with the Owner may perform such work by other means.
- 6.3.5. By submitting a Job Order Proposal to the City, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the City.
- 6.3.6. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the City and delivered to the Contractor constitutes the City's acceptance of the Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to the Contractor.

6.4. The Contractor shall retain all records related to Job Orders, including pricing support, subcontractor quotes, payrolls, and correspondence, for a minimum of six (6) years following final payment of the applicable Job Order. The City, State Auditor's Office and other authorized entities shall have the right to inspect and audit such records upon reasonable notice.

## **7. CHANGES IN THE WORK**

- 7.1. The City, without invalidating the Job Order, may order changes in the Work by altering, adding to or deducting from the Work, by issuing a Supplemental Job Order.
- 7.2. Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

## **8. PAYMENTS**

- 8.1. The City will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, the City may make partial, monthly payments based on a percentage of the work completed.
- 8.2. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the City concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.
- 8.3. Retainage of 5% shall be withheld until releasable under RCW 60.28.

## **9. ANNUAL UPDATE OF THE CONSTRUCTION TASK CATALOG®**

- 9.1. The Construction Task Catalog® issued with the bid will be in effect for the first year of the Contract.
- 9.2. On the anniversary of the Contract, a new Construction Task Catalog® will be furnished. The new Construction Task Catalog® will be effective for the twelve (12) month period after the anniversary of the effective date of the Contract. The Construction Task Catalogs® that accompany each anniversary shall only apply to Job Orders issued after the effective date of that specific renewal option and shall have no impact on Job Orders issued prior to the effective date of that specific renewal option.
- 9.3. The Adjustment Factors submitted with the Proposal shall be used for the full term of the Contract, plus any Option Terms. On the annual anniversary of the Contract, the Owner shall issue the Contractor a new Construction Task Catalog®. The Contractor will be issued the new Construction Task Catalog® for review prior to accepting new Work. The Contractor shall use the Construction Task Catalog® in effect on the date that the Job Order is issued. However, the Contractor cannot delay the issuance of a Job Order to take advantage of a scheduled update of the Construction Task Catalog®. In that event, the Contractor shall use the Construction Task Catalog® that would have been in effect without the delay.

## **10. COMPUTER REQUIREMENTS**

- 10.1. The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

## **11. GORDIAN JOC SYSTEM LICENSE AND FEE AGREEMENT**

- 11.1. The City selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Information Management System ("JOC IMS"), JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian's General Terms of Use and pay a JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms of the Contract. The JOC System License Fee shall be equal to 1% of the Job Order Price.

**ATTACHMENT A TO JOB ORDER CONTRACTING -SUPPLEMENTAL CONDITIONS**  
**Sample Subcontractor Responsibility Checklist to be Submitted on a**  
**Job Order by Job Order Basis.**

<b>GENERAL INFORMATION</b>	
Project Name:	Project Number:
Subcontractor's Business Name:	City Business Registration Number:  Active? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>SUBCONTRACTOR REGISTRATION</b> <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a>	
License Number:	License Active? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date:	Expiration Date:
<b>UBI/TAX REGISTRATION NUMBER</b> <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
UBI/Tax Registration Number:	Account: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>INDUSTRIAL INSURANCE COVERAGE</b> <a href="https://fortress.wa.gov/lni/crpsi/MainMenu.aspx">https://fortress.wa.gov/lni/crpsi/MainMenu.aspx</a>	
Account Number:	Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>EMPLOYMENT SECURITY DEPARTMENT</b>	
Employment Security Department Number:	
Has Bidder provided account number on the Bid Form?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>NOT DISQUALIFIED FROM BIDDING</b> <a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp">http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp</a>	
Is the Bidder listed on the "Debarred Contractors List" on the Washington State Department of Labor and Industries website?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Attach printout from website</i>
<a href="http://www.SAM.gov/">http://www.SAM.gov/</a>	
Is the Bidder listed on the current debarred or suspended Bidder list available on the U.S. General Services Administration's System for Award Management ("SAM") website?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Attach printout from website</i>
<b>SPECIALITY CONTRACTOR LICENSES</b> <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a>	
<b>Electrical:</b> If required by Chapter 19.28 RCW, does the Subcontractor have an Electrical Contractor's License?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
<b>Elevator:</b> If required by Chapter 70.87 RCW, does the Subcontractor have an Elevator Contractor's License?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
<b>SUBCONTRACTOR CERTIFICATION</b>	
The undersigned is an authorized agent of subcontractor and certifies that the information contained herein is accurate.	
Sign	Date
Print Name & Title	
<b>PRIME CONTRACTOR VERIFICATION</b>	
Sign	Date
Print Name & Title	



# **ATTACHMENT B**

## **WSDOT STANDARD SPECIFICATIONS**

The Standard Specifications for Road, Bridge, and Municipal Construction, published by the Washington State Department of Transportation (<https://www.wsdot.wa.gov/publications/manuals/fulltext/M41-10/SS.pdf>), most recent edition, are incorporated herein by reference ("WSDOT Standard Specifications"), subject to the following modifications:

**A. Division 1 General Requirements is modified as follows:**

**1. In 1-01.3 Definitions:**

**a. Delete the definition for "Award" and replace with:**

Award - The formal decision of the City to execute a Contract through the competitive RFP process.

**b. Delete the definition for "Bid Documents" and replace with:**

RFP Documents - The component parts of the RFP for this Contract published on the Builders Exchange of Washington, Inc., website at <http://www.bxwa.com/>

**c. Delete the definition for "Contract" and replace with:**

Contract - The entire agreement between the parties consisting of the Contract Documents identified in the signed Agreement form.

**d. Delete the definition for "Contract Plans" and replace with:**

Job Order Plans - A publication addressing the work required for an individual Job Order. At the time of the Request for Proposal, Job Order Plans may be included. Job Order Plans may include, but are not limited to, the following: a vicinity map, a summary of quantities, structure notes, signing information, traffic control plans, and detailed drawings.

**e. Delete the definition of "Contract Provisions" and replace with:**

Contract Documents - The component parts of the Contract as defined in the signed Agreement.

**f. Delete the definition of "Proposal Form" and replace with:**

Phase II Cost Proposal Form - The Form provided to Bidders by the City for submittal of a Proposal to the City identifying the Adjustment Factors that are to be applied to the Unit Prices in the Construction Task Catalog.

**g. Add the following definition:**

City - The City of Olympia, Washington.

h. Make the following substitutions:

Where the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard Specifications, they shall be construed to mean "City" or "Owner".

Where the term "State Treasurer" is used in the Standard Specifications, the term shall be construed to mean the City's "Finance Director".

Where the term "Secretary of Transportation" or "District Administrator" are used in the Standard Specifications, the terms shall be construed to mean the duly authorized representative of the City.

Where the term "Contract" is used in the Standard Specifications to describe the Work associated with an individual Project, the term "Contract" shall be replaced with "Job Order."

Where the term "Contract Time" is used to describe the duration associated with an individual project, the term "Contract Time" shall be replaced with "Job Order Completion Time".

Where the term "Contract Sum or Price" is used to describe the value associated with an individual project, the term "Contract Sum or Price" shall be replaced with "Job Order Price."

2. Delete **1-02 Bid Procedures and Conditions** in its entirety.

3. Delete **1-03 Award and Execution of the Contract** in its entirety.

4. In **1-04 Scope of Work:**

a. Delete **1-04.1 Intent of the Contract** in its entirety.

b. Delete **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications and Addenda** in its entirety and replace with:

The Contract Documents are defined in the Agreement. Any inconsistency in the parts of the Contract shall be resolved by following this order of precedence:

1. Job Orders, including Supplemental Job Orders;
2. Agreement for Job Order Contracting - General Construction Services;
3. JOC Supplemental Conditions;
4. Construction Task Catalog®;
5. Technical Specifications;
6. City's Development and Design Standards;
7. City's General Special Provisions (GSPs);
8. WSDOT Standard Specifications, most recent edition, as modified.

c. Delete **1-04.4 Changes** in its entirety.

d. Modify **1-04.5 Procedure and Protest by the Contractor** as follows:

Where the term "change order" is used it shall be construed to mean

"Supplemental Job Order."

- e. Delete **1-04.6 Variation in Estimated Quantities** in its entirety.
5. Delete **1-08 Prosecution and Progress** in its entirety.
6. In **1-09 Measurement and Payment**:
  - a. Delete **1-09.1 Measurement of Quantities** in its entirety.
  - b. Delete **1-09.2 Weighing Equipment** in its entirety.
  - c. Delete **1-09.9 Payments** in its entirety.

B. **Divisions 1 through 9** are further modified as follows:

1. Divisions 1 through 9 are further modified by the City of Olympia General Special Provisions (GSPs), incorporated herein by reference. .

## **ATTACHMENT C** **GENERAL SPECIAL PROVISIONS**

The City of Olympia's General Special Provisions, which supplement or modify the WSDOT Standard Specifications, are included in this Contract by reference and will be made available on a Job Order by Job Order basis as required.

## **ATTACHMENT D** **DEVELOPMENT AND DESIGN STANDARDS**

The City of Olympia's Development and Design Standards are incorporated herein by reference and are available on the City's website at  
[https://www.olympiawa.gov/services/building\\_permits\\_land\\_use\\_review/engineering\\_design\\_development\\_standards.php#outer-454h](https://www.olympiawa.gov/services/building_permits_land_use_review/engineering_design_development_standards.php#outer-454h)



## **APPENDIX A**

### **STATE PREVAILING WAGE RATES**

Prevailing wages in effect day of bid opening can be found here:

<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

**CITY OF OLYMPIA, WASHINGTON  
AGREEMENT FOR JOB ORDER CONTRACTING  
GENERAL CONSTRUCTION SERVICES**

**THIS AGREEMENT** ("Agreement") is entered into by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (hereinafter, the "City"), and **FORMA CONSTRUCTION COMPANY**, a Washington State corporation (hereinafter, the "Contractor"). The City and the Contractor may be referred to collectively as the "Parties."

#### **ARTICLE 1 - SCOPE OF WORK**

The Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described in the Contract Documents.

The Work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non-Prepriced Tasks.

#### **ARTICLE 2 - CONTRACT TIME**

- 2.1 The Base Term of the Contract is two (2) years.
- 2.2 There is one (1) Option Term available. The Option Term may be exercised only by mutual agreement of the Parties. The duration of the Option Term, if exercised, is one year.
- 2.3 The Contractor may withdraw from the Contract on the first anniversary of the Contract upon 90 days prior written notice to the City. Exercising this option to withdraw shall not relieve either party from its obligations with respect to Job Orders issued prior to the effective date of such withdrawal.
- 2.4 All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.
- 2.5 The Contractor shall commence work upon issuance of a Job Order and shall complete the Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.
- 2.6 The City and the Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the Detailed Scope of Work is not completed within the Job Order Completion Times specified in the Job Order, plus any extensions thereof allowed in accordance with the Contract Documents. They also

recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City as outlined below.

At the sole discretion of the City, liquidated damages will be assessed, if at all, on a Job Order- by-Job-Order basis. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, the amount per calendar day specified in following table, Schedule of Liquidated Damages, will be deducted from any money due the Contractor, not as a penalty but as liquidated damages; provided however that due account shall be taken of any adjustment of the Job Order Completion Time as provided for elsewhere in this Contract.

Value of Job Order	Liquidated Damages
\$0 to \$10,000.00	\$100/Day
\$10,000.01 to \$50,000.00	\$250/Day
\$50,000.01 or Greater	\$500/Day

2.7 In the event the Contractor exercises its right to withdraw pursuant to Section 2.3, the Contractor shall continue to accept and diligently perform Job Orders issued prior to the effective date of withdrawal until final completion, including warranty obligations. The Contractor shall cooperate in good faith with the City to ensure continuity of services and orderly transition, including reasonable assistance in the transfer of records, documentation, and project status information. No withdrawal shall impair the City's right to enforce performance, payment, retainage, warranty, or indemnity obligations arising from Job Orders issued prior to the effective date of withdrawal.

### ARTICLE 3 - CONTRACT PRICE

3.1 The Contract is an indefinite-quantity contract for general construction work and services. The following Contract values are provided:

3.1.1 *Minimum Contract Value:* The minimum dollar amount of Job Orders that the Contractor is guaranteed to receive the opportunity to perform in the Base Term is \$25,000. If, during the Base Term, the City, at no fault of Contractor, fails to issue Job Orders in a total amount that is equal to or greater than the Minimum Contract Value, the City shall pay Contractor an amount equal to the difference between the Minimum Contract Value and the actual total of the Job Orders issued in the Base Term multiplied by thirty percent 30%. The intent of this damage formula is to compensate Contractor for lost overhead and profit. This is Contractor's sole remedy.

3.1.2 *Estimated Contract Value:* The City estimates that the total dollar amount of Job Orders that could be issued to the Contractor in the Base Term is estimated at approximately \$2,000,000. This is an estimate only. The Contractor is not guaranteed to receive this volume of Job Orders. The City

has no obligation to issue Job Orders in excess of the Minimum Contract Value.

- 3.1.3 *Maximum Contract Value:* The City reserves the right to issue up to the maximum dollar amount specified in RCW 39.10.440, currently \$4,000,000 per year.
- 3.1.4 *Maximum Job Order Value:* The maximum dollar amount of any single Job Order is \$500,000 as specified in RCW 39.10.450.
- 3.2 The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® and the following Adjustment Factors:
  - 3.2.1 *Normal Working Hours Adjustment Factor:* 7:00 am to 4:00 pm Monday to Friday, except for City holidays: **1.3600**
  - 3.2.2 *Other Than Normal Working Hours Adjustment Factor:* 4:00 pm to 7:00 am Monday to Friday, and all day Saturday, Sunday and City holidays: **1.3600**
  - 3.2.3 *Secured Facilities, Normal Working Hours Adjustment Factor:* 7:00 am to 4:00 pm Monday to Friday, except for City holidays: **1.3600**
  - 3.2.4 *Secured Facilities, Other Than Normal Working Hours Adjustment Factor:* 4:00 pm to 7:00 am Monday to Friday, and all day Saturday, Sunday and City holidays: **1.3600**
  - 3.2.5 *Non Pre-Priced Tasks:* **1.1200**
- 3.3 The Job Order Price shall be the value of the approved Job Order Price Proposal, which shall be calculated by summing the value of each Pre-priced Task (unit price x quantity x Adjustment factor) plus the value of each Non Pre-priced task.
- 3.4 This Contract is awarded pursuant to a competitive Request for Proposals and based on the Contractor's submitted Adjustment Factors, technical proposal, and evaluation in accordance with RCW 39.10.430–460. The Adjustment Factors established at award are fixed for the duration of the Contract, including any Option Term, and shall be applied consistently to all Job Orders. No modification to Adjustment Factors or pricing methodology shall be permitted except by written amendment executed by the Parties in compliance with applicable law.

## ARTICLE 4 - PAYMENT PROCEDURES

- 1.1 Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less, may be paid in one lump sum payment. For all other Job Orders, the City may make partial, monthly payments based on a percentage of the work completed.

- 4.2. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the City concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.
- 4.3. Retainage of 5% shall be withheld until releasable under RCW 60.28. Each Job Order shall be treated as a separate contract for purposes of retainage.
- 4.4. This Contract is subject to prevailing wage. The Contractor shall file prevailing wage intents and affidavits with the Washington State Department of Labor & Industries for each Job Order.

## **ARTICLE 5 - SUBCONTRACTING REQUIREMENT**

At least ninety percent (90%) of the Work contained in each Job Order must be subcontracted to entities other than the Contractor. The Contractor must distribute contracts as equitably as possible among qualified and available subcontractors including minority and woman-owned subcontractors to the extent permitted by law.

## **ARTICLE 6 - CONTRACT DOCUMENTS**

The Contractor shall complete all Work in accordance with the Contract Documents. The Contract Documents, which comprise this entire Job Order Contract ("Contract"), consist of the following:

- 6.1 This Agreement;
- 6.2 JOC Supplemental Conditions;
- 6.3 Job Orders, including Supplemental Job Orders, and related documents, including but not limited to, the Detailed Scope of Work with Drawings and/or Specifications, Request for Proposal, Job Order Price Proposal, Notice to Proceed, submittals, record documents, and all required close-out documentation and warranties;
- 6.4 Construction Task Catalog®;
- 6.5 Technical Specifications;
- 6.6 WSDOT Standard Specifications, most recent edition, as modified;
- 6.7 City's General Provisions (Modifying WSDOT Standard Specifications, Division 1);
- 6.8 City's Special Provisions (Modifying WSDOT Standard Specifications, Divisions 2-9);
- 6.9 City's Development and Design Standards.

**6.10** In the event of any conflict, ambiguity, or inconsistency among the Contract Documents, the order of precedence shall be as follows:

- (1) Job Orders, including Supplemental Job Orders;

- (2) This Agreement for Job Order Contracting – General Construction Services;
- (3) JOC Supplemental Conditions;
- (4) Construction Task Catalog®;
- (5) Technical Specifications;
- (6) City Development and Design Standards;
- (7) City General Special Provisions; and
- (8) WSDOT Standard Specifications, as modified.

The more specific provision shall govern over a more general provision.

There are no Contract Documents other than those listed above.

## **ARTICLE 7 - SUBMITTAL OF REQUESTED INFORMATION**

Per RCW 39.10.460, the Contractor, at any time upon request by the City, shall submit the following information:

- 7.1 A list of Job Orders issued;
- 7.2 The value of each Job Order;
- 7.3 A list of the subcontractors hired under each Job Order;
- 7.4 A copy of the intent to pay prevailing wages and the affidavit of wages paid for each Job Order; and
- 7.5 Any other information requested including, but not limited to, cost of each subcontract value per Job Order.
- 7.6 At least quarterly, Contractor shall submit a report to the City detailing total value of work done under contract to date along with subcontract value and participation rates.

## **ARTICLE 8 - MISCELLANEOUS**

- 8.1 **Licenses:** The Contractor must possess an Olympia business registration prior Contract award and continuing throughout the duration of the Contract. Additionally, by executing this Agreement, the Contractor certifies it has all other applicable state and local licenses and has not been debarred from public contracting by either Washington State or the United States Government.
- 8.2 **Taxes:** the Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. All taxes, including applicable State Sales Taxes, are deemed included in the Contractor's invoices.
- 8.3 **Payment and Performance Bond:** The Contractor shall furnish and maintain Payment and Performance Bonds in compliance with RCW 39.08.010. The penal sum of each bond shall be equal to the Maximum Contract Value authorized for the applicable contract term, inclusive of the Base Term and any exercised Option Term, and shall automatically increase if the Contract Maximum is increased by

amendment. Bonds shall remain in full force and effect for all Job Orders issued during the term of the Contract and until all obligations are satisfied.

- 8.4 **Insurance:** The insurance requirements for this Contract are contained in Article 4, Section M, Of the RFP General Conditions. Section 1.07.18 of the WSDOT Standard Specifications, modified as follows: Owners and Contractors Protective (OCP) insurance is not required.
- 8.5 **Indemnification:** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. In the event of liability caused by the concurrent negligence of the City and the Contractor, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under the Industrial Insurance Act, Title 51 RCW, solely for the purposes of effectuating the Contractor's indemnification obligation to the City. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Contract.
- 8.6 **Governing Law and Venue:** This Contract and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement without recourse to any principle of Conflicts of Laws. The Superior Court of Thurston County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Contract, except if jurisdiction lies solely in federal court, in which case the U.S. District Court for Western District of Washington shall be the exclusive venue.
- 8.7 **Compliance with all laws:** The Contractor shall comply with all applicable Federal, State and local non-discrimination laws and regulations, including but not limited to Job Order Contracting laws set forth in RCW 39.10.430-39.10.450. Any direct conflict between this RFP and the Job Order Contracting statutes shall be resolved in favor of the applicable Job Order Contracting statutes.
- 8.8 The insurance requirements set forth in the Request for Proposals, including the RFP General Conditions, are incorporated herein by reference as material terms of this Contract. The Contractor shall maintain all required insurance for the duration of the Contract and for all Job Orders issued thereunder. Failure to maintain required insurance constitutes a material breach of this Contract.

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

**EXECUTED**, this 21 day of January, 2026 for the **CONTRACTOR** by:

Eric Lindstrom  
Eric Lindstrom  
Chief Operating Officer

**EXECUTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2026 for the **CITY OF OLYMPIA** by:

Steven J. Burney  
City Manager

Approved as to Form:

T. Larson  
Senior Deputy City Attorney

## PUBLIC WORKS PERFORMANCE BOND (Form L)

To City of Olympia, WA  
Bond No. \_\_\_\_\_

The City of Olympia, Washington, (City) has awarded to **FORMA CONSTRUCTION COMPANY** (Principal), a contract for the **Job Order Contracting for General Construction Services Program** (Contract) in Olympia, Washington, and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and \_\_\_\_\_ (Surety), a corporation, organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, providing coverage equal to the maximum allowable annual JOC value subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature	Date	Surety Signature	Date
Printed Name		Printed Name	
Title		Title	

Name, address, and telephone of local office/agent of Surety Company are:

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Approved as to form:

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## PUBLIC WORKS PAYMENT BOND (Form M)

To City of Olympia, WA

Bond No. \_\_\_\_\_

The City of Olympia, Washington, (City) has awarded to **FORMA CONSTRUCTION COMPANY** (Principal), a contract for the **Job Order Contracting for General Construction Services Program** (Contract) in Olympia, Washington, and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, providing coverage equal to the maximum allowable annual JOC value subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterpart and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

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Principal Signature

Date

Date

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Printed Name

Printed Name

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Title

Title

Name, address, and telephone of local office/agent of Surety Company are:

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Approved as to form:

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City Attorney

Date

# ATTACHMENT A

## JOB ORDER CONTRACTING SUPPLEMENTAL CONDITIONS

### 1. DEFINITIONS

- 1.1. **Adjustment Factor** - A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.
- 1.2. **Award Criteria Figure** - The amount determined in the Award Criteria Figure Calculation section of the Phase II Cost Proposal, which is used for the purposes of determining the lowest Bid.
- 1.3. **Base Term** - The initial period of the Contract and does not include any Option Terms.
- 1.4. **Construction Task Catalog®** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
- 1.5. **Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Job Order.
- 1.6. **Estimated Contract Value** - An estimate of the value of Job Orders that could be issued to the Contractor in the Base Term of the Contract.
- 1.7. **Job Order** - A written order issued by the City, such as a purchase order, requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. A project may consist of one or more Job Orders.
- 1.8. **Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.
- 1.9. **Job Order Price** - The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.
- 1.10. **Job Order Price Proposal** - A price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- 1.11. **Job Order Proposal** - A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractors and Materialmen; (d) Construction schedule; and (e) other requested documents.
- 1.12. **Joint Scope Meeting** - A site meeting to discuss the work before the Detailed Scope of Work is finalized.
- 1.13. **Maximum Contract Value** - The maximum value of Job Orders that the Contractor may receive under this contract.
- 1.14. **Minimum Contract Value** - The minimum value of Job Orders that the Contractor is guaranteed to receive the opportunity to perform in the Base Term of the Contract.
- 1.15. **Non Pre-priced Task** - A task that is not set forth in the Construction Task Catalog®.
- 1.16. **Normal Working Hours (General Facilities)** - Includes the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for City holidays, in facilities deemed as General by the City.
- 1.17. **Normal Working Hours (Secured Facilities)** - Includes the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for City holidays, in facilities deemed as Secured by the City.
- 1.18. **Notice to Proceed** - A written notice issued by the City directing the Contractor to proceed with construction activities to complete the Job Order.
- 1.19. **Option Term** - An additional period of time beyond the Contract Term which extends the termination date of the Contract.

- 1.20. **Other than Normal Working Hours (General Facilities)** - Includes the hours of 4:00 p.m. to 7:00 a.m. Monday through Friday and all day Saturday, Sunday, and City Holidays in facilities deemed as General by the City.
- 1.21. **Other than Normal Working Hours (Secured Facilities)** - Includes the hours of 4:00 p.m. to 7:00 a.m. Monday through Friday and all day Saturday, Sunday, and City Holidays in facilities deemed as Secured by the City.
- 1.22. **Pre-priced Task** - A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®.
- 1.23. **Project** - The collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
- 1.24. **Request for Proposal** - A written request to the Contractor to prepare a Proposal for the Detailed Scope of Work referenced therein.
- 1.25. **Secured Facility** - Facilities deemed Secured by the City. A Secured Facility may include a background check and/or tool inventory
- 1.26. **Supplemental Job Order** - A secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.
- 1.27. **Technical Specifications** – The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 1.28. **Unit Price** - The price published in the Construction Task Catalog® for a specific construction or construction related work task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the Construction Task Catalog®. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.
- 1.29. **Work** - All materials, labor and use of tools, equipment and services necessary by the Contractor and/or Subcontractor to complete the Job Order.

## 2. OWNER

- 2.1. The City shall be entitled to appoint an agent (Owner's Representative) as Project Manager or Inspector who shall see that the development of the Job Order Proposals and performance of the Work is in strict accordance with the Contract Documents on behalf of the City.
- 2.2. All communications from the Contractor shall be through the Owner's Representative or as the City may direct. The City reserves the right to alter this procedure without consent of the Contractor. All communications not in compliance herewith, shall be considered non-binding on the City.
- 2.3. Right to Clean Up: If a dispute arises between the Contractor, Subcontractors, or separate contractors as to the responsibility under their respective Contracts for maintaining the premises and surrounding area free from waste materials and rubbish the City may, but need not, clean up and allocate the cost among those responsible as the City determines to be just.
- 2.4. Right to Accept Imperfect Work: If any part or portions of the Work completed under this Contract is defective and not in accordance with the Contract Documents, the City shall have the right and authority to retain such Work but may issue a Supplemental Job Order as may be equitable and reasonable.
- 2.5. Right to do Adjacent Work: The City reserves the right to perform construction or operations on the site of the Work. In doing this, the City may use its own forces or award separate contracts. Contractor shall hold the City harmless for costs incurred by the City that are payable to a separate contractor because of delays, improperly time activities, or defective construction by the Contractor, unless such costs are incurred due to the sole negligence of the City.
- 2.6. Right to Finish Contractor's Work: If the Contractor defaults or neglects to carry out all or any part of the Work in accordance with the Contract Documents, the City has the right to commence and continue completion of the Work. In such an event, if the City costs to complete the Work

exceeds the remaining balance of the Contract with the Contractor, Contractor shall reimburse the City for such excess costs.

### **3. CONTRACTOR**

- 3.1. Personnel: The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the City and shall have a cell phone at which he or she can be reached at all times.
- 3.2. The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation, or the like, the Contractor shall notify the City of a substitute Superintendent. At all times, the Contractor shall provide at least one Superintendent for every four Job Orders. Whenever, in the sole discretion of the City, the Contractor is not providing a sufficient level of supervision, the City may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all at no cost to the City. In the event the City's personnel are required to provide direction or supervision of the work in the field because the Contractor has not provided sufficient supervision, the Contractor shall reimburse the City \$75 per hour for such effort.
- 3.3. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless a Job Order gives other specific instructions.
- 3.4. Reporting Errors: The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions in Contract Documents or field conditions shall be reported to the City at once.
- 3.5. A Project site may be operational during the Work. The Contractor shall not interfere or hinder City operations. The Contractor shall keep all equipment and materials within designated work areas and out of hallways and doorways. Emergency exit routes shall be maintained at all times.

### **4. CONTRACT MODIFICATIONS**

- 4.1. Changes to the Contract may be accomplished after execution of the Contract and without invalidating the Contract only by written modification signed by the parties.

### **5. CONTRACTOR SELECTION AND AWARD OF INDIVIDUAL JOB ORDERS**

- 5.1. The City may award an individual Job Order to any selected Contractor. Selection of the Contractor and award of the Job Order will be based on one or more of the following criteria:
  - 5.1.1. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
  - 5.1.2. Contractor's responsiveness to the City on Job Orders.
  - 5.1.3. Price, as it relates to the City's independent cost estimate.
  - 5.1.4. Balancing of workload (Job Order dollar volume and construction backlog) among Contractors.
  - 5.1.5. Management of Job Order dollar volume within bonding limitations of the Contractor.
  - 5.1.6. Rotational selection among all Contractors, unless otherwise determined by the City.

- 5.1.7. Other criteria as deemed in the best interest of the City, in its sole discretion.
- 5.1.8. The City shall document the basis for award of each Job Order in accordance with RCW 39.10.450, including consideration of rotation, workload balancing, performance history, and bonding capacity, as applicable. Such documentation shall be retained in the City's project file for audit and public records purposes.

## 6. PROCEDURES FOR DEVELOPING A JOB ORDER

### 6.1. Initiation of a Job Order

- 6.1.1. As the need exists, the City will notify the Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting.
- 6.1.2. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:
  - 6.1.2.1. the general scope of the work;
  - 6.1.2.2. alternatives for performing the work and value engineering;
  - 6.1.2.3. access to the site and protocol for admission;
  - 6.1.2.4. hours of operation;
  - 6.1.2.5. staging area;
  - 6.1.2.6. requirements for catalog cuts, technical data, samples and shop drawings;
  - 6.1.2.7. requirements for professional services, sketches, drawings, and specifications;
  - 6.1.2.8. construction duration;
  - 6.1.2.9. liquidated damages;
  - 6.1.2.10. the presence of hazardous materials;
  - 6.1.2.11. date on which the Job Order Proposal is due.
- 6.1.3. Upon completion of the joint scoping process, the City will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any desired changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the City will issue a Request for Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the City, will be the basis on which the Contractor will develop its Job Order Proposal and the City will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.
- 6.1.4. The City may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the City cannot agree on the quantities required, or for any other reason as determined by the City. In all such cases, the City shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.
- 6.1.5. The Contractor's Job Order Proposal shall include, at a minimum:
  - 6.1.5.1. Job Order Price Proposal;
  - 6.1.5.2. Required drawings or sketches;
  - 6.1.5.3. List of anticipated Subcontractors;
  - 6.1.5.4. Construction schedule;
  - 6.1.5.5. Subcontractor Responsibility Checklist
  - 6.1.5.6. Other requested documents.

6.2. Preparation of the Job Order Price Proposal

- 6.2.1. The Job Order Price shall be the value of the approved Job Order Price Proposal.
- 6.2.2. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Task (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
- 6.2.3. The Contractor will prepare Job Order Price Proposals in accordance with the following:
  - 6.2.3.1. Pre-priced Task: A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®. The Contractor will select the appropriate Pre-priced Tasks, and enter the accurate quantity, and the appropriate Adjustment Factor.
  - 6.2.3.2. Non Pre-priced Task: A task that is not set forth in the Construction Task Catalog®.
    - 6.2.3.2.1. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
      - 6.2.3.2.1.1. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
      - 6.2.3.2.1.2. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The City may require additional quotes and bids if it has determined that the suppliers or subcontractors are not acceptable or if the prices are not reasonable. If three quotes or bids cannot be obtained, the Contractor will provide the reason in writing for the City's approval. If approved, less than three quotes or bids will be allowed.
    - 6.2.3.2.2. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

**6.2.3.2.2.1. For Non Pre-priced Tasks Performed with Contractor's Own Forces:**

A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

B = The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

Total for a Non Pre-priced Tasks performed with Contractor's Own Forces =  $(A+B+C) \times$  Non Pre-priced Adjustment Factor.

**6.2.3.2.2.2. For Non Pre-priced Tasks Performed by Subcontractors:**

If the Non Pre-priced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three Subcontractor Quotes

Total Cost for Non Pre-priced Tasks performed by Subcontractors = D x Non Pre-priced Adjustment Factor.

- 6.2.3.2.3. After a Non Pre-priced Task has been approved by the City, the Unit Price for such task will be established and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
- 6.2.3.2.4. The City's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
- 6.2.4. Whenever, because of trade jurisdiction rules or small quantities, the cost of a Prepriced Task is less than the actual cost of the labor and material to perform such Prepriced Task, the Owner may permit the Contractor to be paid for such Prepriced Task as a Non-Prepriced Task or use Prepriced Tasks for labor and the material component pricing of the Prepriced Task to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or the other work for that trade cannot be scheduled at the same time and the actual cost does not exceed \$1,000.
- 6.2.5. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable.
- 6.2.6. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.
- 6.2.7. The Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.
- 6.2.8. In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.
- 6.2.9. In the event an immediate response is necessary, the Contractor shall be required to follow alternative procedures as established by the Owner. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Detailed Scope of Work, Request for Job Order Proposal, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures to develop a Job Order.
- 6.2.10. For purposes of Using the Construction Task Catalog®, the project site is defined as the exterior perimeter of a building. For work not performed in a building, the project site is defined as the limits of the work area.
- 6.2.11. The Contractor will not be permitted to add labor hours to the Job Order Price Proposal for time associated with ingress procedures and inspections of labor, materials, and or equipment
- 6.2.12. If the Contractor requires clarifications or additional information regarding the Detailed Scope of Work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

### **6.3. Review of the Job Order Proposal and Issuance of the Job Order**

- 6.3.1. The City will evaluate the entire Job Order Price Proposal and compare these with the City's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks, Adjustment Factors, and quantities proposed. All incomplete Job Order Proposals shall be rejected.
- 6.3.2. The Contractor may choose the means and methods of construction; subject however, to the City's right to reject any means and methods proposed by the Contractor that:
  - 6.3.2.1. Will constitute or create a hazard to the work, or to persons or property;
  - 6.3.2.2. Will not produce finished Work in accordance with the terms of the Contract; or
  - 6.3.2.3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
- 6.3.3. The City reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The City also reserves the right not to issue a Job Order if it is determined to be in the best interests of the City. The City may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the City.
- 6.3.4. The Owner may decide not to issue a Job Order under development, may decide to cancel a Job Order or any portion of a Job Order, or cancel a Project or any portion of a Project, for any reason. In such case, the Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to attending the Joint Scope Meeting, preparing or reviewing the Detailed Scope of Work, preparing a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, or reviewing the Job Order Proposal with the Owner may perform such work by other means.
- 6.3.5. By submitting a Job Order Proposal to the City, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the City.
- 6.3.6. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the City and delivered to the Contractor constitutes the City's acceptance of the Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to the Contractor.

6.4. The Contractor shall retain all records related to Job Orders, including pricing support, subcontractor quotes, payrolls, and correspondence, for a minimum of six (6) years following final payment of the applicable Job Order. The City, State Auditor's Office and other authorized entities shall have the right to inspect and audit such records upon reasonable notice.

## **7. CHANGES IN THE WORK**

- 7.1. The City, without invalidating the Job Order, may order changes in the Work by altering, adding to or deducting from the Work, by issuing a Supplemental Job Order.
- 7.2. Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

## **8. PAYMENTS**

- 8.1. The City will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, the City may make partial, monthly payments based on a percentage of the work completed.
- 8.2. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the City concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.
- 8.3. Retainage of 5% shall be withheld until releasable under RCW 60.28.

## **9. ANNUAL UPDATE OF THE CONSTRUCTION TASK CATALOG®**

- 9.1. The Construction Task Catalog® issued with the bid will be in effect for the first year of the Contract.
- 9.2. On the anniversary of the Contract, a new Construction Task Catalog® will be furnished. The new Construction Task Catalog® will be effective for the twelve (12) month period after the anniversary of the effective date of the Contract. The Construction Task Catalogs® that accompany each anniversary shall only apply to Job Orders issued after the effective date of that specific renewal option and shall have no impact on Job Orders issued prior to the effective date of that specific renewal option.
- 9.3. The Adjustment Factors submitted with the Proposal shall be used for the full term of the Contract, plus any Option Terms. On the annual anniversary of the Contract, the Owner shall issue the Contractor a new Construction Task Catalog®. The Contractor will be issued the new Construction Task Catalog® for review prior to accepting new Work. The Contractor shall use the Construction Task Catalog® in effect on the date that the Job Order is issued. However, the Contractor cannot delay the issuance of a Job Order to take advantage of a scheduled update of the Construction Task Catalog®. In that event, the Contractor shall use the Construction Task Catalog® that would have been in effect without the delay.

## **10. COMPUTER REQUIREMENTS**

- 10.1. The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

## **11. GORDIAN JOC SYSTEM LICENSE AND FEE AGREEMENT**

- 11.1. The City selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Information Management System ("JOC IMS"), JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian's General Terms of Use and pay a JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms of the Contract. The JOC System License Fee shall be equal to 1% of the Job Order Price.

**ATTACHMENT A TO JOB ORDER CONTRACTING -SUPPLEMENTAL CONDITIONS**  
**Sample Subcontractor Responsibility Checklist to be Submitted on a**  
**Job Order by Job Order Basis.**

<b>GENERAL INFORMATION</b>	
Project Name:	Project Number:
Subcontractor's Business Name:	City Business Registration Number:  Active? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>SUBCONTRACTOR REGISTRATION</b> <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a>	
License Number:	License Active? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date:	Expiration Date:
<b>UBI/TAX REGISTRATION NUMBER</b> <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
UBI/Tax Registration Number:	Account: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>INDUSTRIAL INSURANCE COVERAGE</b> <a href="https://fortress.wa.gov/lni/crpsi/MainMenu.aspx">https://fortress.wa.gov/lni/crpsi/MainMenu.aspx</a>	
Account Number:	Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>EMPLOYMENT SECURITY DEPARTMENT</b>	
Employment Security Department Number:	
Has Bidder provided account number on the Bid Form?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>NOT DISQUALIFIED FROM BIDDING</b> <a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp">http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp</a>	
Is the Bidder listed on the "Debarred Contractors List" on the Washington State Department of Labor and Industries website?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Attach printout from website</i>
<a href="http://www.SAM.gov/">http://www.SAM.gov/</a>	
Is the Bidder listed on the current debarred or suspended Bidder list available on the U.S. General Services Administration's System for Award Management ("SAM") website?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Attach printout from website</i>
<b>SPECIALITY CONTRACTOR LICENSES</b> <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a>	
<b>Electrical:</b> If required by Chapter 19.28 RCW, does the Subcontractor have an Electrical Contractor's License?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
<b>Elevator:</b> If required by Chapter 70.87 RCW, does the Subcontractor have an Elevator Contractor's License?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
<b>SUBCONTRACTOR CERTIFICATION</b>	
The undersigned is an authorized agent of subcontractor and certifies that the information contained herein is accurate.	
Sign	Date
Print Name & Title	
<b>PRIME CONTRACTOR VERIFICATION</b>	
Sign	Date
Print Name & Title	

# **ATTACHMENT B**

## **WSDOT STANDARD SPECIFICATIONS**

The Standard Specifications for Road, Bridge, and Municipal Construction, published by the Washington State Department of Transportation (<https://www.wsdot.wa.gov/publications/manuals/fulltext/M41-10/SS.pdf>), most recent edition, are incorporated herein by reference ("WSDOT Standard Specifications"), subject to the following modifications:

**A. Division 1 General Requirements is modified as follows:**

**1. In 1-01.3 Definitions:**

**a. Delete the definition for "Award" and replace with:**

Award - The formal decision of the City to execute a Contract through the competitive RFP process.

**b. Delete the definition for "Bid Documents" and replace with:**

RFP Documents - The component parts of the RFP for this Contract published on the Builders Exchange of Washington, Inc., website at <http://www.bxwa.com/>

**c. Delete the definition for "Contract" and replace with:**

Contract - The entire agreement between the parties consisting of the Contract Documents identified in the signed Agreement form.

**d. Delete the definition for "Contract Plans" and replace with:**

Job Order Plans - A publication addressing the work required for an individual Job Order. At the time of the Request for Proposal, Job Order Plans may be included. Job Order Plans may include, but are not limited to, the following: a vicinity map, a summary of quantities, structure notes, signing information, traffic control plans, and detailed drawings.

**e. Delete the definition of "Contract Provisions" and replace with:**

Contract Documents - The component parts of the Contract as defined in the signed Agreement.

**f. Delete the definition of "Proposal Form" and replace with:**

Phase II Cost Proposal Form - The Form provided to Bidders by the City for submittal of a Proposal to the City identifying the Adjustment Factors that are to be applied to the Unit Prices in the Construction Task Catalog.

**g. Add the following definition:**

City - The City of Olympia, Washington.

h. Make the following substitutions:

Where the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard Specifications, they shall be construed to mean "City" or "Owner".

Where the term "State Treasurer" is used in the Standard Specifications, the term shall be construed to mean the City's "Finance Director".

Where the term "Secretary of Transportation" or "District Administrator" are used in the Standard Specifications, the terms shall be construed to mean the duly authorized representative of the City.

Where the term "Contract" is used in the Standard Specifications to describe the Work associated with an individual Project, the term "Contract" shall be replaced with "Job Order."

Where the term "Contract Time" is used to describe the duration associated with an individual project, the term "Contract Time" shall be replaced with "Job Order Completion Time".

Where the term "Contract Sum or Price" is used to describe the value associated with an individual project, the term "Contract Sum or Price" shall be replaced with "Job Order Price."

2. Delete **1-02 Bid Procedures and Conditions** in its entirety.

3. Delete **1-03 Award and Execution of the Contract** in its entirety.

4. In **1-04 Scope of Work:**

a. Delete **1-04.1 Intent of the Contract** in its entirety.

b. Delete **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications and Addenda** in its entirety and replace with:

The Contract Documents are defined in the Agreement. Any inconsistency in the parts of the Contract shall be resolved by following this order of precedence:

1. Job Orders, including Supplemental Job Orders;
2. Agreement for Job Order Contracting - General Construction Services;
3. JOC Supplemental Conditions;
4. Construction Task Catalog®;
5. Technical Specifications;
6. City's Development and Design Standards;
7. City's General Special Provisions (GSPs);
8. WSDOT Standard Specifications, most recent edition, as modified.

c. Delete **1-04.4 Changes** in its entirety.

d. Modify **1-04.5 Procedure and Protest by the Contractor** as follows:

Where the term "change order" is used it shall be construed to mean  
*Job Order Contract – FORMA CONSTRUCTION, INC.*

"Supplemental Job Order."

- e. Delete **1-04.6 Variation in Estimated Quantities** in its entirety.
5. Delete **1-08 Prosecution and Progress** in its entirety.
6. In **1-09 Measurement and Payment**:
  - a. Delete **1-09.1 Measurement of Quantities** in its entirety.
  - b. Delete **1-09.2 Weighing Equipment** in its entirety.
  - c. Delete **1-09.9 Payments** in its entirety.

B. **Divisions 1 through 9** are further modified as follows:

1. Divisions 1 through 9 are further modified by the City of Olympia General Special Provisions (GSPs), incorporated herein by reference. .

## **ATTACHMENT C** **GENERAL SPECIAL PROVISIONS**

The City of Olympia's General Special Provisions, which supplement or modify the WSDOT Standard Specifications, are included in this Contract by reference and will be made available on a Job Order by Job Order basis as required.

## **ATTACHMENT D** **DEVELOPMENT AND DESIGN STANDARDS**

The City of Olympia's Development and Design Standards are incorporated herein by reference and are available on the City's website at  
[https://www.olympiawa.gov/services/building\\_permits\\_land\\_use\\_review/engineering\\_design\\_development\\_standards.php#outer-454h](https://www.olympiawa.gov/services/building_permits_land_use_review/engineering_design_development_standards.php#outer-454h)

## **APPENDIX A**

### **STATE PREVAILING WAGE RATES**

Prevailing wages in effect day of bid opening can be found here:

<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
AUTHORIZING AGREEMENTS WITH FORMA CONSTRUCTION COMPANY AND SAYBR  
CONTRACTORS INC. FOR JOB ORDER CONTRACTING SERVICES**

**WHEREAS**, City staff regularly review processes and procedures to identify opportunities for greater efficiency and cost savings; and

**WHEREAS**, Chapter 39.10.420 RCW authorizes public agencies in Washington State to use job order contracting procedures for small construction, maintenance, and repair public works projects; and

**WHEREAS**, Olympia Municipal Code 3.16.130 incorporates by reference the necessary provisions from state law for the City's use of alternative public works contracting methods when the use of such alternatives benefits the public interest; and

**WHEREAS**, job order contracting is a streamlined procurement method that reduces the time involved in public works contracting, allowing the City to complete multiple small projects more efficiently and at fair, competitive prices; and

**WHEREAS**, job order contracting supports sustainability by reducing waste, improving energy efficiency, and extending the life of existing infrastructure instead of relying on new construction; and

**WHEREAS**, job order contracting provides more opportunities for small and local businesses to work on City projects; and

**WHEREAS**, City staff have determined that job order contracting will provide good value to the residents of Olympia; and

**WHEREAS**, FORMA Construction Company and Saybr Contractors, Inc., were selected through a competitive Request for Proposals process to provide job order contracting services to the City of Olympia;

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

**Section 1.** The Olympia City Council hereby determines that the use of job order contracts will benefit the public by providing an effective means of reducing the total lead-time and cost for the construction of public works projects for repair and renovation required at public facilities through the use of unit price books and work orders by eliminating time-consuming, costly aspects of the traditional public works process, which require separate contracting actions for each small project.

**Section 2.** The Olympia City Council, hereby approves the form Agreement for Job Order Contracting General Construction Services between the City of Olympia and FORMA Construction Company and between the City of Olympia and Saybr Contractors Inc. for job order contracting services.

**Section 3.** The City Manager is authorized and directed to execute on behalf of the City of Olympia a Job Order Contracting Agreement with FORMA Construction Company and with Saybr Contractors, Inc., and any other documents necessary to execute said Agreements, and to make any minor modifications as may be required and are consistent with the intent of the Agreements, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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SENIOR DEPUTY CITY ATTORNEY

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING THE EXECUTION OF A PUGET SOUND NATIONAL ESTUARY PROGRAM STORMWATER STRATEGIC INITIATIVE LEAD GRANT AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR A PEAK FLOW REDUCTION PROJECT IN THE AMOUNT OF \$419,922; APPROVING THE TERMS OF THE DEPARTMENT OF ECOLOGY GRANT AGREEMENT, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN THE GRANT AGREEMENT ON BEHALF OF THE CITY OF OLYMPIA

**WHEREAS**, management plans prepared for the City of Olympia's Storm and Surface Water and Wastewater utilities and the Olympia Sea Level Rise Response Plan identify separating the combined sewer system as important to reducing peak flows into the Budd Inlet Treatment Plant, owned and operated by the LOTT Clean Water Alliance; and

**WHEREAS**, the Storm and Surface Water Utility applied for and has been awarded a National Estuary Program Stormwater Strategic Lead Grant to develop a Peak Flow Reduction Project; and

**WHEREAS**, the grant funding from the Department of Ecology in the amount of \$419,922, with no match required, will be deposited into the Storm and Surface Water CIP Fund 434; and

**WHEREAS**, per Olympia Municipal Code Section 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 receive the funds;

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

1. The Olympia City Council hereby approves the attached Puget Sound National Estuary Program Stormwater Strategic Initiative Lead Agreement between the Washington State Department of Ecology and the City of Olympia for the Peak Flow Reduction Project and the terms and conditions contained in the Agreement.
2. The City Manager is directed and authorized to execute the attached Puget Sound National Estuary Program Stormwater Strategic Initiative Lead Agreement on behalf of the City of Olympia, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, and to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

Michael M. Young  
SENIOR DEPUTY CITY ATTORNEY

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
EXPRESSING COUNCIL'S COLLECTIVE DECISION TO SUPPORT OLYMPIA SCHOOL DISTRICT  
NO. 111 - PROPOSITION NO. 1, TECHNOLOGY AND CAPITAL PROJECTS REPLACEMENT  
LEVY, TO BE PRESENTED TO THE ELECTORATE ON FEBRUARY 10, 2026**

**WHEREAS**, Olympia School District No. 111 - Proposition No. 1 will be presented to the voters at a special election on February 10, 2026, with the following official Ballot title:

PROPOSITION NO. 1

OLYMPIA SCHOOL DISTRICT NO. 111

TECHNOLOGY AND CAPITAL PROJECTS REPLACEMENT LEVY

The Board of Directors of Olympia School District No. 111 adopted Resolution No. 678 concerning a replacement technology and capital projects levy. This proposition authorizes the District to continue modernizing District facilities by acquiring, developing, installing, and implementing computer technology systems, projects for operations and instruction, and other capital project expenditures to improve safety, and authorizes the following excess levies for such purposes on all taxable property within the District:

Collection Years	Approximate Levy Rate/\$1,000 Assessed Value	Levy Amount
2027	\$0.96	\$16,703,000
2028	\$0.96	\$17,676,000
2029	\$0.96	\$18,707,000
2030	\$0.97	\$19,901,000

all as provided in Resolution No., 678.

Should this proposition be approved?

Yes  
 No

and

**WHEREAS**, this levy would authorize the Olympia School District to continue modernizing District facilities by acquiring, developing, installing and implementing computer technology systems, projects for operations and instruction and fund other capital project expenditures to improve facilities districtwide; and

**WHEREAS**, the proposed replacement levy is not a new tax; it would re-authorize the Olympia School District's existing technology and capital projects levy, which expires in 2026; and

**WHEREAS**, the City Council recognizes that the Olympia School District No. 111, in partnership with staff, families, and community, provides challenging opportunities for all students to be successful and become responsible and contributing citizens in our community; and

**WHEREAS**, public education is a critical cornerstone of building a sense of community and maintaining a high quality of life in Olympia, as well as preparing the next generation to be responsible citizens; and

**WHEREAS**, the Olympia School District has shown responsible management and strong leadership in the use of public funds; and

**WHEREAS**, the City Council believes this levy is important to maintaining the high quality of education in the Olympia School District; and

**WHEREAS**, in accordance with RCW 42.17.555(1), the City Council afforded an approximately equal opportunity for members of the board, Council, or members of the public to make statements or comments for the expression of an opposing view;

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE** that it supports the Olympia School District No. 111 Proposition No. 1 - Technology and Capital Projects Replacement Levy, to be presented to the electorate on February 10, 2026.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY