



# Meeting Agenda

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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Tuesday, March 5, 2024

6:00 PM

Council Chambers, Online and Via  
Phone

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### Register to Attend:

[https://us02web.zoom.us/webinar/register/WN\\_Qgd6EjdJTNOvdD4ik7iuBA](https://us02web.zoom.us/webinar/register/WN_Qgd6EjdJTNOvdD4ik7iuBA)

## 1. ROLL CALL

### 1.A ANNOUNCEMENTS

### 1.B APPROVAL OF AGENDA

## 2. SPECIAL RECOGNITION

2.A [24-0212](#) Special Recognition - Proclamation Recognizing Billy Frank Jr Day

Attachments: [Proclamation](#)

2.B [24-0210](#) Special Recognition - Proclamation Recognizing Disability Awareness Month

Attachments: [Proclamation](#)

2.C [24-0213](#) Special Recognition - Proclamation Recognizing Red Cross Month

Attachments: [Proclamation](#)

[Link to Red Cross Website](#)

2.D [24-0196](#) Special Recognition - Olympia Historical Society & Bigelow House Museum 2024 Gerry L. Alexander Heritage Award for the Renaming of Squaxin Park

Attachments: [2024 Award Press Release](#)

[Award](#)

## 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 [24-0167](#) Approval of February 13, 2024 City Council Meeting Minutes  
**Attachments:** [Minutes](#)
- 4.B [24-0208](#) Approval of February 27, 2024 City Council Study Session Meeting Minutes  
**Attachments:** [Minutes](#)
- 4.C [24-0209](#) Approval of Bills and Payroll Certification  
**Attachments:** [Bills & Payroll](#)
- 4.D [24-0195](#) Approval of Bid Award for the Boulevard Road Trail Crossing and Bike Corridor Project  
**Attachments:** [Summary of Bids](#)  
[Vicinity Map](#)  
[Contract](#)
- 4.E [24-0171](#) Approval of 2024 Neighborhood Matching Grants Awards  
**Attachments:** [Grant Review Team Recommendation](#)
- 4.F [24-0191](#) Approval of a Resolution Authorizing an Agreement with Washington State Department of Commerce Growth Management Services for a 2023-2025 Climate Planning Grant  
**Attachments:** [Resolution](#)  
[Agreement](#)
- 4.G [24-0211](#) Approval of a Resolution Authorizing an Option with Vine Street Associates to Lease Commercial Office Space at 925 Plum Street SE  
**Attachments:** [Resolution](#)  
[Agreement](#)

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

### 4. FIRST READINGS (Ordinances)

- 4.H [24-0192](#) Approval of an Ordinance Adopting Updated International Building

Codes as Required by the State Building Codes Council

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

- 4.I [24-0193](#) Approval of an Ordinance Revising Fees for Engineering, Building and Land Use Permits, and Plan Review

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

## 5. PUBLIC HEARING

- 5.A [24-0194](#) Public Hearing on Master Use Permit for Ziplly Fiber

**Attachments:** [Proposed Service Area Map](#)

## 6. OTHER BUSINESS

- 6.A [24-0108](#) Approval of a Resolution Authorizing an Agreement with the Department of Enterprise Services for Phase 1 Design and Re-Construction Audit for the Armory

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

[Agreement](#)

[Energy Services Authorization](#)

[Ameresco Energy Audit Fee Proposal](#)

[DES Funding Approval](#)

- 6.B [24-0185](#) Approval of an Ordinance Amending Development Standards of the Retail/Commercial Zone of the Evergreen Park Planned Unit Development

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

[Hearing Examiner Recommendation](#)

[Hearing Examiner Staff Report and Public Record](#)

- 6.C [24-0200](#) Olympia Fire Department CARES Program Overview

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

## 7. CONTINUED PUBLIC COMMENT

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

## 8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

## 9. CITY MANAGER'S REPORT AND REFERRALS

## 10. ADJOURNMENT

*The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and*

*the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please contact the Council's Executive Assistant at 360.753.8244 at least 48 hours in advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.*



## City Council

### Special Recognition - Proclamation Recognizing Billy Frank Jr Day

**Agenda Date:** 3/5/2024  
**Agenda Item Number:** 2.A  
**File Number:**24-0212

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

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#### **Title**

Special Recognition - Proclamation Recognizing Billy Frank Jr Day

#### **Recommended Action**

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

Not referred to a committee.

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

Recognize March 9, 2024 as Billy Frank Jr Day.

#### **Report**

##### **Issue:**

Whether to recognize March 9, 2024 as Billy Frank Jr Day.

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

Tobi Hill-Meyer, Diversity Equity Inclusion Program Manager, 360.753.8285

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

Willie Frank III, Chairman,  
Antonette Squally, Vice Chairwoman  
Chay Squally, 5th Councilwoman

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

This day recognizes Billy Frank Jr as an instrumental leader in the peaceful protest known as the "Fish Wars" of the 1960's and 1970's, where tribal members would exercise their treaty rights despite the risk of jail time, physical assault and seizure of their property.

This year, Washington State commemorates the 50th anniversary of the Boldt Decision, which affirmed the right of Native American Tribes in Washington State to half the catch in their ancestral fishing grounds and made the Tribes co-managers of Washington fisheries along with the state. In 2025 a statue of Billy Frank Jr will represent Washington in the United States Capitol Building.

The legacy of Billy Frank Jr includes a focus on protecting ecosystems and the natural environment. While this proclamation will not have any direct impact on greenhouse gas emissions, it may have a

positive influence on the general prioritization of the environment.

Billy Frank Jr and hundreds of other native activists in the Fish Wars stood up against discriminatory treatment by the government for exercising their treaty rights, including jail time and physical assault. Efforts like this are important to honor and remember as current day advocates and activists push for a more equitable future.

**Attachments:**

Proclamation

## **PROCLAMATION**

***WHEREAS, Washington State commemorates the 50<sup>th</sup> anniversary of the Boldt Decision, which affirmed the right of Native American Tribes in Washington State to half the catch in their ancestral fishing grounds and made the Tribes co-managers of Washington fisheries along with the state; and***

***WHEREAS, Billy Frank, Jr. was instrumental in leading the peaceful protest known as the “Fish Wars” of the 1960’s and 1970’s, where tribal members would exercise their treaty rights despite facing jail time, physical assault and seizure of property in order to protect their way of life; and***

***WHEREAS, these years-long peaceful demonstrations by Billy Frank, Jr. and other Native American activists resulted in the United States suing Washington State for not upholding the treaty rights of native peoples here and led ultimately to the Boldt Decision; and***

***WHEREAS, the Boldt Decision is considered by experts as one of the most comprehensive and complex legal fights in the history of Native American law, not only forcing the United States to keep promises in signed treaties but also affirming in U. S. law that tribes are sovereign nations; and***

***WHEREAS, following the Boldt decision the Northwest Indian Fisheries Commission was formed and, under Billy Frank, Jr. ’s leadership, established working relationships with state agencies and other non-Indian groups to manage fisheries, restore and protect habitat, and protect Indian treaty rights; and***

***WHEREAS, in the example of Billy Frank, Jr., native people of the Puget Sound, Columbia River and Salish Sea continue to exhibit remarkable leadership, tireless efforts and dedication to defend and protect their Treaty fishing rights; and in doing so have protected the salmon species and the local ecosystem for future generations; and***

***WHEREAS, in 2025 a statue of Billy Frank, Jr. will represent Washington State in the United States Capitol Building and will be the first statue depicting a contemporary Native American in the National Statuary Hall; and***

***NOW, THEREFORE, BE IT RESOLVED, that the Olympia City Council, recognizes that all Washingtonians owe a debt of gratitude to local heroes like Billy Frank, Jr. and all those that fought in the Fish Wars and does hereby proclaim March 9, 2024 as***

***BILLY FRANK JR. DAY***

***in the City of Olympia and urges all community members to honor his efforts to not only protect a cultural way of life, but the entire Puget Sound ecosystem.***

***SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 5<sup>TH</sup> DAY OF MARCH 2024.***

***OLYMPIA CITY COUNCIL***

***Dontae Payne***

***Mayor***





## City Council

### Special Recognition - Proclamation Recognizing Disability Awareness Month

**Agenda Date:** 3/5/2024  
**Agenda Item Number:** 2.B  
**File Number:**24-0210

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

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#### **Title**

Special Recognition - Proclamation Recognizing Disability Awareness Month

#### **Recommended Action**

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

Not referred to a committee.

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

Proclaim March as Disability Awareness Month.

#### **Report**

##### **Issue:**

Whether to proclaim March as Disability Awareness Month.

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

Tobi Hill-Meyer, Diversity Equity Inclusion Program Manager, 360.753.8285

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

Joslyn Neslon, Disability Inclusion Network

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

People with disabilities are a valued and vital part of our community, yet face many systemic barriers, stereotypes and harmful attitudes. Disability Awareness Month is an opportunity to consider the ways systems we work within contribute to these problems, how we can combat that and the commitments we are making promote the rights of people with disabilities, universal accessibility and full inclusion within our city.

The City recognizes meaningful and significant disparities that people with disabilities face. This proclamation will be a reminder for City staff, community businesses and organizations and the general public to look for opportunities to disrupt those disparities and work toward full inclusion of people with disabilities.

#### **Attachments:**

Proclamation

**PROCLAMATION**

***WHEREAS, the City of Olympia recognizes that persons with disabilities are a valued and vital part of our community as workers, civic leaders, business owners, veterans, family members, and friends; and***

***WHEREAS, the City of Olympia recognizes the vital contributions that persons with disabilities make in our community; and***

***WHEREAS, the City of Olympia understands that the most effective way to increase awareness and strive for equitable change, is through our community's openness to acknowledge that systemic barriers, negative stereotypes, and harmful attitudes around individuals with disabilities exists; and***

***WHEREAS, the City of Olympia acknowledges that those barriers impact the ability of individuals with disabilities to enjoy equitable experiences and live independent, productive lives within our communities; and***

***WHEREAS, the City of Olympia is committed to ensuring equal access, increasing accessibility, and committing to full inclusion that ensures the rights of persons with disabilities to be equal contributing members of our community; and***

***NOW, THEREFORE, BE IT RESOLVED, the Olympia City Council does hereby proclaim the month of March 2024 as***

***DISABILITY AWARENESS MONTH***

***in the City of Olympia and urges the community, both individually and collectively, to strive for education and understanding of the valued contributions individuals with disabilities make within our City, as means to working together to ensure the best quality of life for every member of our community.***

***SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 5<sup>th</sup> DAY OF MARCH 2024.***

***OLYMPIA CITY COUNCIL***

***Dontae Payne  
Mayor***



## City Council

### Special Recognition - Proclamation Recognizing Red Cross Month

**Agenda Date:** 3/5/2024  
**Agenda Item Number:** 2.C  
**File Number:**24-0213

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

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#### **Title**

Special Recognition - Proclamation Recognizing Red Cross Month

#### **Recommended Action**

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

Not referred to a committee.

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

Recognize March as Red Cross Month.

#### **Report**

##### **Issue:**

Whether to recognize March as Red Cross Month.

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

Susan Grisham, Assistant to the City Manager, 360.753.8244

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

Vic Martinez, Board Member, American Red Cross - South Puget Sound and Olympics

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

During the month of March, the Red Cross celebrates the people who make its lifesaving mission possible including volunteers - who represent more than 90% of the Red Cross workforce - blood and platelet donors, financial donors, people trained in lifesaving skills, and other supporters.

Their dedication and commitment are critical, enabling the Red Cross every year to:

- Respond to about 65,000 disasters across the country.
- Deliver more than 6.3 million blood products to meet the needs of patients at 2,500 hospitals and other facilities across the country.
- Train more than 5 million people in first aid, water safety and other skills that help save lives.
- Help nearly 120 million people outside the U.S. through American Red Cross disease prevention activities and disaster services.

- Provide more than 510,000 services to service members, veterans and their families.

You can visit the Red Cross website for more information on how to get involved.

**Attachments:**

Proclamation

[Link to Red Cross Website](#)

## PROCLAMATION

*WHEREAS, in the aftermath of the Civil War, Clara Barton founded the American Red Cross; and*

*WHEREAS, for nearly 143 years, the employees, volunteers, and supporters of the American Red Cross have met loss and disaster with compassion and care, reminding us that we must leave no one behind; and*

*WHEREAS, during March of this year, we celebrate the ordinary community members who perform extraordinary acts of service, and we honor the Red Cross for its commitment to making our country and world a better place; and*

*WHEREAS, across America, the work of the Red Cross is seen when hurricanes make landfall, when floodwaters rise, when wildfires spread and tornadoes uproot communities; volunteers arrive from around the country to help survivors heal, recover, and rebuild; and*

*WHEREAS, the American Red Cross also responds to crises overseas in wake of natural disasters and in preparation for emergencies before they happen; and*

*WHEREAS, the old saying is still true today: The Red Cross is always there; and*

*WHEREAS, American Red Cross Month is a time to learn more about the steps involved in donating blood by visiting [www.redcross.org](http://www.redcross.org); and*

*NOW, THEREFORE, NOW, THEREFORE, BE IT RESOLVED, the Olympia City Council does hereby proclaim the month of March 2024 as*

### *AMERICAN RED CROSS MONTH*

*in the City of Olympia and encourages all community members to observe this month and join the Red Cross mission by volunteering, donating blood, learning lifesaving skills, and supporting the work of service of the American Red Cross.*

*SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 5<sup>th</sup> DAY OF MARCH 2024.*

*OLYMPIA CITY COUNCIL*

*Dontae Payne  
Mayor*



## City Council

### Special Recognition - Olympia Historical Society & Bigelow House Museum 2024 Gerry L. Alexander Heritage Award for the Renaming of Squaxin Park

**Agenda Date:** 3/5/2024  
**Agenda Item Number:** 2.D  
**File Number:**24-0196

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

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#### **Title**

Special Recognition - Olympia Historical Society & Bigelow House Museum 2024 Gerry L. Alexander Heritage Award for the Renaming of Squaxin Park

#### **Recommended Action**

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

Not referred to a Committee.

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

Accept Olympia Historical Society & Bigelow House Museum 2024 Gerry L. Alexander Heritage Award for the Renaming of Squaxin Park.

#### **Report**

##### **Issue:**

Whether to accept Olympia Historical Society & Bigelow House Museum 2024 Gerry L. Alexander Heritage Award for the Renaming of Squaxin Park.

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

Sylvana Niehuser, Director of Parks Planning and Maintenance, 360.753.8068

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

Greg Griffith, Olympia Historical Society & Bigelow House Museum Board President

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

The Olympia Historical Society and Bigelow House Museum (OHS & BHM) preserves and shares the history and heritage of Olympia and the Bigelow House in a way that recognizes and values the diversity and rich cultures that gave rise to our community, is inclusive of all persons and perspectives, and informs and engages community members and visitors.

Each year the OHS & BHM presents awards that honor significant achievements in sharing, preserving, and shaping Olympia's history.

This year, the City of Olympia and Squaxin Island Tribe were selected for the annual Gerry L. Alexander Award for Outstanding Achievement in Heritage. The award honors the 2021 signing of the Accord between the Tribe and the City that resulted in the renaming of Squaxin Park in 2022.

**Climate Analysis:**

No impact to climate mitigation sectors.

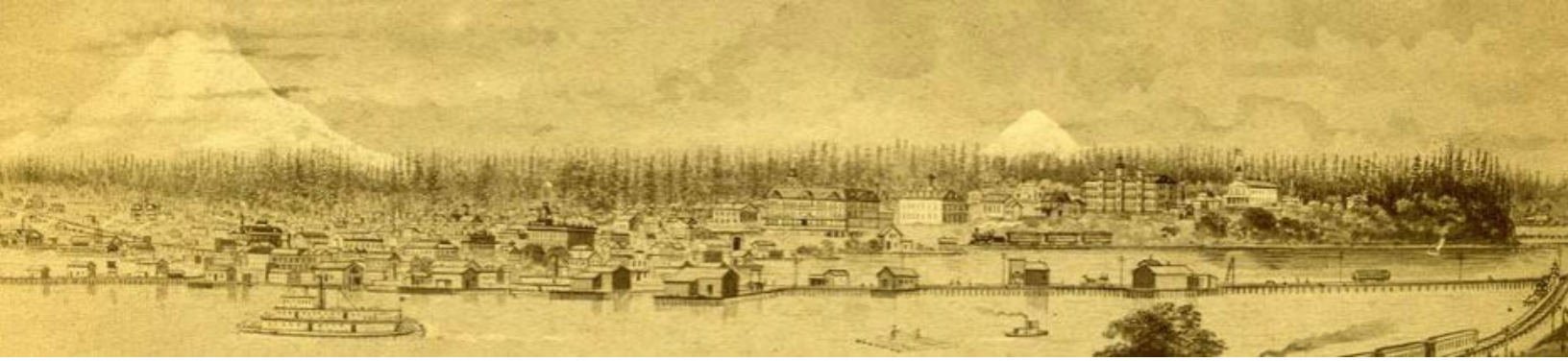
**Equity Analysis:**

Among the many projects the OHS & BHS successfully produces to honor Olympia's diverse history, they recently secured a grant and partnered with the Squaxin Island Tribe and the City of Olympia to develop an interpretive sign about the Squaxin people that will soon be installed at Squaxin Park.

**Attachments:**

2024 Award Press Release  
Award





*Mission: The Olympia Historical Society and Bigelow House Museum preserves and shares the history and heritage of Olympia and the Bigelow House in a way that recognizes and values the diversity and rich cultures that gave rise to our community, is inclusive of all persons and perspectives, and informs and engages community members and visitors.*

## **PRESS RELEASE**

**FROM:** The Olympia Historical Society & Bigelow House Museum

**RE:** Annual Heritage Award Presentations and History Program at Annual Membership Meeting

For more information contact: Greg Griffith, President, Board of Trustees, at [griffithgrega@gmail.com](mailto:griffithgrega@gmail.com) or call or text 360-791-1493.

The Olympia Historical Society & Bigelow House Museum (OHS & BHM) hosted their 2024 Annual Membership Meeting on Saturday, January 27<sup>th</sup> at the Olympia Center.

At the top of the agenda was a program commemorating the 170<sup>th</sup> anniversary of the meeting of Washington's First Territorial Legislature in February, 1854. OHS & BHM Board Members recited writings from that time period that recalled life in 1850s Olympia and the workings of that first legislative session.

A highlight of the meeting was presentation of the Society's annual awards that honor significant achievements in sharing, preserving, and shaping Olympia history. It is an OHS & BHM tradition that the awards presentation be made by Gerry Alexander, the retiring Vice President of OHS & BHM and former Washington State Supreme Court Chief Justice.

**The Olympia Historical Society & Bigelow House Museum**  
**Post Office Box 1821**  
**Olympia, Washington 98507**  
**[www.olympiahistory.org/olyhistory@gmail.com](http://www.olympiahistory.org/olyhistory@gmail.com)**

To thank Gerry Alexander for his distinguished service to OHS & BHM and to establish a lasting legacy of his long association with the organization, the Society made a surprise announcement of naming its annual heritage award program in his honor. Therefore, from this time forward, the OHS & BHM annual awards are titled: ***The Gerry L. Alexander Award for Outstanding Achievement in Heritage.***

The 2024 recipients of The Gerry L. Alexander Award for Outstanding Achievement in Heritage are:

- Toy Kay: With only an 8<sup>th</sup> grade education, Toy Kay drew upon her inner-strength and keen intelligence to re-invent her life after 33 years as a waitress at Olympia's Kay's Café. Raised in Montana by her Chinese parents, the arc of Toy's 99-year lifetime spans from a pre-arranged marriage at age 16 through a sometimes-difficult journey in post- World War II America. A degree from Evergreen State College instilled confidence that paved her way to become a civic leader in women's rights, the arts, education, and more. Toy has been a major force in the Zonta Club and she mentored southeast Asian refugees. Always proud of her Chinese heritage, she founded the Olympia Chinese Community Association to sustain that history and culture.
- South Sound for Senior Services (SSSS): In 2023, this non-profit organization celebrated 50 years of providing low or no-cost services for South Sound senior citizens. Through the decades, SSSS has provided thousands of free meals, transportation, recreation, and camaraderie to their guests at senior centers in Lacey, Mason County, and downtown Olympia.
- Olympia's Hidden Histories Walking Tours: In 2022 and 2023, Evergreen State College students and faculty conducted extensive research into Olympia history to produce six on-line walking tours that focus on downtown Olympia and its waterfront. Accessible from any laptop, smartphone, or iPad, these tours explore local histories and make them available to the public. Each tour is also visually engaging through maps, photos, and video clips. To enjoy the tours, go to:  
<https://storymaps.arcgis.com/collections/>.

**The Olympia Historical Society & Bigelow House Museum**  
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- Lincoln Elementary School: Over the past year, Lincoln Elementary School and Options program celebrated the school building's centennial. Designed by prominent Olympia architect Joseph Wohleb, the building was threatened with demolition in the 1990s, but was saved from the wrecking ball as a result of advocacy by parents, students, and teachers. At the presentation, Lincoln School Principal Marcela Abadi gave Gerry Alexander a T- shirt created by students especially for the school's centennial.
- Avanti High School (formerly Washington Elementary School): As with Lincoln, Avanti High School was designed in the 1920s by Joseph Wohleb in his signature Spanish Colonial Revival style. Recently, Avanti benefitted from a \$13 million rehabilitation project that preserved the building's historic character while transforming the inside to a 21<sup>st</sup> Century learning campus.
- Squaxin Park: Though not presented at the meeting, an announcement was made during the ceremony about an award to be made jointly to the City of Olympia and Squaxin Island Tribe. The award honors the 2021 signing of the Accord between the Tribe and City of Olympia that resulted in the renaming of Squaxin Park in 2022. The award is to be formally presented to Olympia City Council on March 5, 2024 and to the Squaxin Island Tribal Council at a date to be determined.

In addition to the award recipients described above, a Special Achievement award was made to Gerry Alexander for his long-time involvement with the Olympia Historical Society & Bigelow House Museum as well as local and statewide historic preservation efforts. In his parting words, Alexander said his fondest wish is to see the establishment of a museum displaying Olympia heritage.

As well as his passion for history and historic preservation, Alexander is noted for his term as Washington State Supreme Court Justice and following as Supreme Court Chief Justice, serving in that position from 2001 until retiring in 2010.

The OHS & BHM also honored retiring Board Member Denise Halloran, departing Board Member Sue Lean, and Volunteer of the Year Craig Swalling, all for their

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generous support of the society's mission and programming. Society members also elected two new board members: Vickie MacMillan and Jill Rosencrantz. Biographies for MacMillan and Rosencrantz as well as all board members can viewed at: <https://olympiahistory.org/category/board-members/>.

Our thanks go to the Washington Secretary of State's State Archives Division for their support of the OHS & BHM Annual Meeting.

**The Olympia Historical Society & Bigelow House Museum**  
**Post Office Box 1821**  
**Olympia, Washington 98507**  
**[www.olympiahistory.org/olyhistory@gmail.com](http://www.olympiahistory.org/olyhistory@gmail.com)**

**The Olympia Historical Society & Bigelow House Museum  
Gerry L. Alexander Annual Heritage Award 2024  
for Outstanding Achievement**

**Awarded to:**

**The City of Olympia & The Squaxin Island Tribe  
for  
Squaxin Park**

*Signed in 2021, the Accord between the Squaxin Island Tribe and City of Olympia fostered collaborative efforts, one of which was to rename the culturally and historically significant Squaxin Park in 2022. The Accord and Squaxin Park name-change serves as a model for inter-governmental collaboration and communication.*





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

## City Council

### Approval of February 13, 2024 City Council Meeting Minutes

**Agenda Date:** 3/5/2024  
**Agenda Item Number:** 4.A  
**File Number:**24-0167

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

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**Title**

Approval of February 13, 2024 City Council Meeting Minutes



# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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Tuesday, February 13, 2024

6:00 PM

Council Chambers, Online and Via  
Phone

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### Register to Attend:

[https://us02web.zoom.us/webinar/register/WN\\_6dZIlurFTfezAT3a9xA2OA](https://us02web.zoom.us/webinar/register/WN_6dZIlurFTfezAT3a9xA2OA)

## 1. ROLL CALL

**Present:** 6 - Mayor Dontae Payne, Mayor Pro Tem Yến Huỳnh, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Dani Madrone and Councilmember Robert Vanderpool

**Excused:** 1 - Councilmember Lisa Parshley

## 1.A ANNOUNCEMENTS

Mayor Payne reminded everyone to vote in the special election by 8:00 p.m this evening.

Strategic Planning & Performance Director Stacey Ray shared an update regarding a milestone in the community oversight of law enforcement work. A survey regarding the recommendations will open on *Engage Olympia* February 16 and will close on March 4.

## 1.B APPROVAL OF AGENDA

The agenda was approved.

## 2. SPECIAL RECOGNITION - None

## 3. PUBLIC COMMENT

Sara Rawlings spoke.

## 4. CONSENT CALENDAR

**4.A** [24-0153](#) Approval of February 6, 2024 City Council Meeting Minutes

The minutes were adopted.

**4.B** [24-0139](#) Approval of a Resolution Authorizing an Agreement with the Thurston Regional Planning Council, Thurston County, and the Cities of Lacey, Tenino, Tumwater and Yelm for Regional Housing Land Capacity Analysis

**The resolution was adopted.**

**4.C**     [24-0142](#)

Approval of a Resolution Adopting the Hazards Mitigation Plan for the Thurston Region and the Olympia Annex

**The resolution was adopted.**

**4.D**     [24-0150](#)

Approval of a Resolution Authorizing an Agreement between Thurston County, City of Lacey, City of Olympia, and City of Tumwater to support implementation of the 2024 Thurston Climate Mitigation Collaborative Regional Initiatives

**The resolution was adopted.**

**4.E**     [24-0143](#)

Approval of a Resolution Authorizing a Loan Agreement with the Department of Ecology for Replacement of a Wastewater Lift Station

**The resolution was adopted.**

**Approval of the Consent Agenda**

**Councilmember Madrone moved, seconded by Mayor Pro Tem Huynh, to adopt the Consent Calendar. The motion carried by the following vote:**

**Aye:**            6 - Mayor Payne, Mayor Pro Tem Huynh, Councilmember Cooper, Councilmember Gilman, Councilmember Madrone and Councilmember Vanderpool

**Excused:**     1 - Councilmember Parshley

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

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

**5.     PUBLIC HEARING - None**

**6.     OTHER BUSINESS**

**6.A**     [24-0154](#)

Approval of the 2024 Plinth Project Sculptures for Exhibition

Arts Program & Planning Supervisor Stephanie Johnson and Olympia Arts Commission Chair Kathy Dorgan presented the Arts Commission 2024 Percival Plinth Project recommended sculptures for exhibition.

**Councilmember Gilman moved, seconded by Councilmember Cooper, to approve the Arts Commission recommendations for the 2024 Plinth Project. The motion carried by the following vote:**



**Aye:** 6 - Mayor Payne, Mayor Pro Tem Huỳnh, Councilmember Cooper, Councilmember Gilman, Councilmember Madrone and Councilmember Vanderpool

**Excused:** 1 - Councilmember Parshley

**7. CONTINUED PUBLIC COMMENT - None**

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

Councilmembers reported on meetings and events attended.

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

City Manager Burney reported the Council will meet in a Study Session on February 27, and the next regular business meeting will be March 5.

**10. EXECUTIVE SESSION**

**10.A** [24-0160](#) Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter and RCW 42.30.110(1)(i); Litigation and Potential Litigation

Mayor Payne recessed the meeting at 7:10 p.m. He asked the Council to reconvene in 5 minutes for an Executive Session pursuant to RCW 42.30.110(1)(b); RCW 42.30.110 (1) (c) - Real Estate Matter and RCW 42.30.110(1)(i); Litigation and Potential Litigation. He announced no decisions would be made, and the meeting was expected to last no longer than 90 minutes, Mayor Payne reconvened the meeting at 7:15 p.m. The City Attorney was present at the Executive Session.

**The executive session was held and no decisions were made.**

**10. ADJOURNMENT**

The meeting adjourned at 8:42 p.m.



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

## City Council

### Approval of February 27, 2024 City Council Study Session Meeting Minutes

**Agenda Date:** 3/5/2024  
**Agenda Item Number:** 4.B  
**File Number:**24-0208

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

---

**Title**

Approval of February 27, 2024 City Council Study Session Meeting Minutes



# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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Tuesday, February 27, 2024

6:00 PM

Council Chambers, Online and Via  
Phone

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### Study Session

Attend: [https://us02web.zoom.us/j/87193897158?](https://us02web.zoom.us/j/87193897158?pwd=WkxuM3J4dm5oRkRLU2p6K2hrS0w5Zz09)  
[pwd=WkxuM3J4dm5oRkRLU2p6K2hrS0w5Zz09](https://us02web.zoom.us/j/87193897158?pwd=WkxuM3J4dm5oRkRLU2p6K2hrS0w5Zz09)

### 1. ROLL CALL

**Present:** 7 - Mayor Dontae Payne, Mayor Pro Tem Yén Huỳnh, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Robert Vanderpool

### 2. BUSINESS ITEM

#### 2.A [24-0178](#) Hearing Examiner Report

Mayor Payne discussed the agenda for the evening and introduced Deputy Community Planning & Development Director Tim Smith. Mr. Smith shared an overview of the role of the Hearing Examiner. He introduced Hearings Examiner Mark Schiebmeir. Mr. Shebimeir shared an overview of 2023 Hearings. He also discussed safe walking routes and high school students; pace of development in the City; equity issues; and conflicting policies in the Comprehensive Plan.

Councilmembers asked clarifying questions. Councilmembers requested the topic of walking routes and high school students be added to the agenda for the upcoming meeting with the Olympia School District Board.

**The study session was completed.**

### 3. ADJOURNMENT

The meeting adjourned at 7:34 p.m.



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

## City Council

### Approval of Bills and Payroll Certification

**Agenda Date:** 3/5/2024  
**Agenda Item Number:** 4.C  
**File Number:**24-0209

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

---

**Title**  
Approval of Bills and Payroll Certification

City of Olympia  
Expenditure Summary

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

For Period: 12/29/2023 to 1/4/2024

Total Approved for Payment

Fund	Amount
FND_001 GENERAL FUND	\$474,638.56
FND_003 SPECIAL ACCT CONTROL FUND	\$154,277.33
FND_006 DEVELOPMENT FEE REVENUE	\$4,083.82
FND_007 PARKING FUND	\$8,061.64
FND_014 LEOFF1 OPEB TRUST FUND	\$33,351.70
FND_107 HUD FUND	\$6,714.99
FND_132 LODGING TAX FUND	\$16,065.61
FND_142 HOME FUND	\$102,070.62
FND_340 PARKS CAPITAL IMPROVEMENT FUND	\$5,847.59
FND_401 DRINKING WATER UTILITY OPERATING	\$45,146.90
FND_402 WASTEWATER UTILITY OPERATING	\$19,255.59
FND_403 WASTE RESOURCES OPERATING	\$3,240.20
FND_404 STORMWATER AND SURFACE WATER OP	\$23,610.72
FND_461 DRINKING WATER CAPITAL IMPROVEMEN	\$6,694.67
FND_501 EQUIPMENT RENTAL	\$3,347.01
FND_502 EQUIPMENT RESERVE	\$111,184.08
FND_505 WORKERS COMPENSATION	\$12,110.17
FND_506 FACILITIES	\$19,749.09
Non-Departmental / Payroll AP-Vendors	\$419,510.87
<b>Grand Total</b>	<b>\$1,468,961.16</b>

*Rhiannon Weilmunster*

1/19/2024

Prepared by:

Date

*Debbie Heilman*

Jan 19, 2024

Reviewed by:

Date

The Finance Director of the City of Olympia, Washington, hereby certifies that for period statement above has been examined and and are approved as recommended for payment.

*A. S. [Signature]*

*JAS 19 2024*

Approved by/Finance Director

Date

City of Olympia  
Expenditure Summary

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

For Period 1/12/2024 to 1/18/2024

Total Approved for Payment

Fund	Amount
FND_001 GENERAL FUND	\$413,918.39
FND_003 SPECIAL ACCT CONTROL FUND	\$2,823.63
FND_006 DEVELOPMENT FEE REVENUE	\$39,492.23
FND_007 PARKING FUND	\$1,110.00
FND_014 LEOFF1 OPEB TRUST FUND	\$1,335.00
FND_025 WASH CENTER MAINTENANCE	\$1,883.64
FND_107 HUD FUND	\$5,312.93
FND_132 LODGING TAX FUND	\$14,211.56
FND_142 HOME FUND	\$1,138.00
FND_220 NON-VOTED GO DEBT FUND	\$700.00
FND_335 GENERAL FACILITIES CAPITAL IMPROVEME	\$11,671.22
FND_340 PARKS CAPITAL IMPROVEMENT FUND	\$341.00
FND_401 DRINKING WATER UTILITY OPERATING	\$6,979.83
FND_402 WASTEWATER UTILITY OPERATING	\$4,806.49
FND_403 WASTE RESOURCES OPERATING	\$382,892.58
FND_404 STORMWATER AND SURFACE WATER OPE	\$7,117.11
FND_461 DRINKING WATER CAPITAL IMPROVEMENT	\$9,738.32
FND_501 EQUIPMENT RENTAL	\$8,010.58
FND_505 WORKERS COMPENSATION	\$108.00
FND_506 FACILITIES	\$29,521.76
<b>Grand Total</b>	<b>\$943,112.27</b>

Donna Perryman  
Prepared by:

1/23/2024  
Date

Debbie Heilman  
Reviewed by:

Jan 23, 2024  
Date

The Finance Director of the City of Olympia, Washington, hereby certifies that for period statement above has been examined and and are approved as recommended for payment.

Aaron BeMiller  
Approved by/Finance Director

Jan 23, 2024  
Date

City of Olympia  
Expenditure Summary

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

For Period 1/19/2024 to 1/25/2024

Total Approved for Payment

Fund	Amount
FND_001 GENERAL FUND	\$331,102.92
FND_003 SPECIAL ACCT CONTROL FUND	\$481.08
FND_006 DEVELOPMENT FEE REVENUE	\$93,583.04
FND_007 PARKING FUND	\$53.04
FND_014 LEOFF1 OPEB TRUST FUND	\$31,592.24
FND_025 WASH CENTER MAINTENANCE	\$43,421.41
FND_127 IMPACT FEES	\$6,475.00
FND_132 LODGING TAX FUND	\$6,943.40
FND_142 HOME FUND	\$92,620.50
FND_317 CAPITAL IMPROVEMENTS FUND	\$24,938.12
FND_320 TRANSPORTATION CAPITAL IMPROVEMENT FUND	\$39,077.12
FND_335 GENERAL FACILITIES CAPITAL IMPROVEMENT FUND	\$62,920.35
FND_340 PARKS CAPITAL IMPROVEMENT FUND	\$1,133.50
FND_401 DRINKING WATER UTILITY OPERATING	\$164,038.08
FND_402 WASTEWATER UTILITY OPERATING	\$30,787.54
FND_403 WASTE RESOURCES OPERATING	\$56,400.86
FND_404 STORMWATER AND SURFACE WATER OPERATING	\$50,601.04
FND_461 DRINKING WATER CAPITAL IMPROVEMENT	\$12,136.32
FND_462 WASTEWATER CAPITAL IMPROVEMENT	\$6,355.27
FND_463 WASTE RESOURCES CAPITAL IMPROVEMENT	\$529.75
FND_464 STORMWATER AND SURFACE WATER CAPITAL IMPF	\$25,808.18
FND_501 EQUIPMENT RENTAL	\$65,587.29
FND_502 EQUIPMENT RESERVE	\$78,192.42
FND_505 WORKERS COMPENSATION	\$8,536.46
FND_506 FACILITIES	\$5,523.75
FND_630 CUSTODIAL	\$36,283.50
Non-Departmental/Payroll AP - Suppliers	\$817,322.97
<b>Grand Total</b>	<b>\$2,092,445.15</b>

Donna Perryman  
Prepared by:

2/21/2024  
Date

Debbie Heilman  
Reviewed by:

Feb 21, 2024  
Date

The Finance Director of the City of Olympia, Washington, hereby certifies that for period statement above has been examined and and are approved as recommended for payment.

Aaron BeMiller  
Aaron BeMiller (Feb 22, 2024 07:48 PST)  
Approved by/Finance Director

Feb 22, 2024  
Date

CITY OF OLYMPIA

12/15/2023

NET PAY: (SEMI MONTHLY)	\$	1,892,973.89
FIRE PENSION PAY: (MONTHLY)	\$	23,209.43
TOTAL NET PAY:	\$	1,916,183.32
Semi-monthly Payroll		
Check Numbers: <u>94369</u> to <u>94376</u>	\$	6,403.21
Semi-monthly Payroll		
Direct Deposit:	\$	1,883,343.42
Manual Payroll		
Corrections: <u>OTHER</u>	\$	3,227.26
Manual Payroll Check		
Numbers: _____ to _____		
Monthly Fire Pension		
Check Numbers: <u>94368</u> to <u>94368</u>	\$	754.29
Monthly Fire Pension		
Direct Deposit:	\$	22,455.14
TOTAL NET PAY:	\$	1,916,183.32

Patricia Brassfield  
Prepared by:

1/18/2024  
Date

Debbie Hedman  
Reviewed by:

Jan 18, 2024  
Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOP I post-retirement insurance benefits for the pay cycle ending: 12/15/2023 have been examined and are approved as recommended for payment.

Aaron BeMiller  
Approved by/Finance Director

Jan 18, 2024  
Date



CITY OF OLYMPIA

12/31/2023

NET PAY: (SEMI MONTHLY) \$ 2,001,850.10

FIRE PENSION PAY: (MONTHLY) \$ -

TOTAL NET PAY: \$ 2,001,850.10

Semi-monthly Payroll Check Numbers: 94377 to 94379 \$ 450.43

Semi-monthly Payroll Direct Deposit: \$ 2,001,399.67

Manual Payroll Check Numbers: to \$ -

Monthly Fire Pension Check Numbers: to

Monthly Fire Pension Direct Deposit:

TOTAL NET PAY: \$ 2,001,850.10

Patricia Brasfield Prepared by:

1/18/2024 Date

Debbie Heilman Reviewed by:

Jan 18, 2024 Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: 12/31/2023 have been examined and are approved as recommended for payment.

Aaron BeMiller Approved by/Finance Director

Jan 18, 2024 Date

CITY OF OLYMPIA

1/15/2024

NET PAY: (SEMI MONTHLY) \$ 2,059,269.36

FIRE PENSION PAY: (MONTHLY) \$ 26,942.51

TOTAL NET PAY: \$ 2,086,211.87

Semi-monthly Payroll
Check Numbers: 94395 to 94398 \$ 1,363.79

Semi-monthly Payroll
Direct Deposit: \$ 2,057,905.57

Manual Payroll Check
Numbers: to
Manual Payroll Check
Numbers: to

Monthly Fire Pension
Check Numbers: 94399 to 94399 \$ 975.19

Monthly Fire Pension
Direct Deposit: \$ 25,967.32

TOTAL NET PAY: \$ 2,086,211.87

Patricia Brassfield

Prepared by:

1/30/2024

Date

Debbie Heilman

Reviewed by:

Jan 30, 2024

Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: 1/15/2024 have been examined and are approved as recommended for payment.

Aaron BeMiller

Aaron BeMiller (Jan 30, 2024 09:35 PST)

Approved by/Finance Director

Jan 30, 2024

Date

CITY OF OLYMPIA

1/31/2024

NET PAY: (SEMI MONTHLY) \$ 1,999,285.35

FIRE PENSION PAY: (MONTHLY)

TOTAL NET PAY: \$ 1,999,285.35

Semi-monthly Payroll. Check Numbers: 94400 to 94406 \$ 3,135.64

Semi-monthly Payroll Direct Deposit: \$ 1,996,149.71

Manual Payroll Check Numbers: to

Manual Payroll Check Numbers: to

Monthly Fire Pension Check Numbers: to

Monthly Fire Pension Direct Deposit:

TOTAL NET PAY: \$ 1,999,285.35

Patricia Brassfield

Prepared by:

2/21/2024

Date

Debbie Heilman

Reviewed by:

Feb 22, 2024

Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOP I post-retirement insurance benefits for the pay cycle ending: 1/31/2024 have been examined and are approved as recommended for payment.

Aaron BeMiller

Aaron BeMiller (Feb 22, 2024 07:56 PST)

Approved by/Finance Director

Feb 22, 2024

Date

CITY OF OLYMPIA

2/15/2024

NET PAY: (SEMI MONTHLY) \$ 2,013,489.17

FIRE PENSION PAY: (MONTHLY) \$ 25,286.77

TOTAL NET PAY: \$ 2,038,775.94

Semi-monthly Payroll
Check Numbers: 94408 to 94414 \$ 2,337.12

Semi-monthly Payroll
Direct Deposit: \$ 2,011,152.05

Manual Payroll Check
Numbers: to
Manual Payroll Check
Numbers: to

Monthly Fire Pension
Check Numbers: 94407 to 94407 \$ 925.19

Monthly Fire Pension
Direct Deposit: \$ 24,361.58

TOTAL NET PAY: \$ 2,038,775.94

Patricia Brassfield

Prepared by:

2/21/2024

Date

Debbie Heilman

Reviewed by:

2/22/2024

Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: 2/15/2024 have been examined and are approved as recommended for payment.

Aaron BeMiller

Aaron BeMiller (Feb 22, 2024 07:50 PST)

Approved by/Finance Director

Feb 22, 2024

Date



## City Council

### Approval of Bid Award for the Boulevard Road Trail Crossing and Bike Corridor Project

**Agenda Date:** 3/5/2024  
**Agenda Item Number:** 4.D  
**File Number:**24-0195

---

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

---

**Title**

Approval of Bid Award for the Boulevard Road Trail Crossing and Bike Corridor Project

**Recommended Action**

**Committee Recommendation:**

Not referred to a committee.

**City Manager Recommendation:**

Move to award the construction contract to Midway Underground, LLC, in the amount of \$617,860.50, and authorize the City Manager to execute the contract.

**Report**

**Issue:**

Whether to award the construction contract to Midway Underground, LLC, in the amount of \$617,860.50, and authorize the City Manager to execute the contract.

**Staff Contact:**

Jim Rioux, Project Manager, Public Works Engineering, 360.753.8484

**Presenter(s):**

None - Consent Calendar Item.

**Background and Analysis:**

The City included this project in the Transportation Master Plan to extend the low stress bike network and address a history of pedestrian and bike collisions at the intersection of Boulevard Road and Wheeler Avenue.

The project enhances the City's low stress bike network by connecting the existing bike corridor at 7th Avenue and Wilson Street to the I-5 and Karen Fraser Woodland trails.

Intersection safety improvements include raised crossings, a median refuge island, pedestrian crossing advanced stop bars, ADA curb ramp retrofits, bicycle wayfinding signs, and buffered bike

lanes.

In 2021, Olympia received a \$893,607 grant for the design and construction of the project through the Washington State Department of Transportation’s Safe Routes to School program.

**Climate Analysis:**

This project supports increased use of active forms of travel by encouraging walking and biking which can reduce greenhouse gas emissions.

**Equity Analysis:**

This project will provide improved access to the City’s trail system making use of that system easier and safer for everyone who uses it. Except for temporary construction impacts there does not appear to be any indication that this project will create a burden on anyone in the community. While the project appears to be located in an area that contains lower property values and rental properties, there is no data to indicate how this project will address disparities in our community.

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

Public Safety -. People walking, bicycling, and driving will have significantly safer facilities in the area of the intersection of Boulevard Road and Wheeler Avenue.

Recreational Access - The Bike Corridor extension to the I-5 and Karen Fraser Woodland Trails will enhance the City’s low stress trail network.

Construction Impacts - During construction, users of the trail access at Boulevard Road, as well as roadway users in the vicinity of Boulevard Road and Wheeler Avenue, will experience delays and some inconvenience due to construction activities.

Temporary Trail Access Closure - There will be a two-to-three-week closure of the access to the I-5 and Karen Fraser Woodland Trail access on Boulevard Road. The project team will employ a number of strategies to inform trail users including on-trail signage, social media, Olympia News postings and targeted e-mail notifications.

**Options:**

1. Award the construction contract to Midway Underground, LLC, in the amount of \$617,860.50, and authorize the City Manager to execute the contract. The project proceeds as planned.
2. Reject all bids and direct staff to rebid the project. The time needed to rebid will delay construction. The cost to construct the project may increase and grant funding from the Washington State Department of Transportation will be jeopardized.
3. Take other action.

**Financial Impact:**

This project is identified in the Capital Facilities Plan.

Overall project costs:

Total Low Bid:	\$ 617,860.50
Contingency to Award (10%):	\$ 61,786.05
Engineering: Design, Inspection, Consultants	\$ 632,366.92

---

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

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Total Estimated Project Cost:	\$ 1,312,013.47
Available Project Funding:	\$ 1,529,252.34

**Attachments:**

- Summary of Bids
- Vicinity Map
- Contract

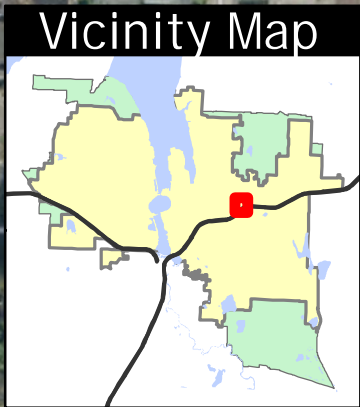
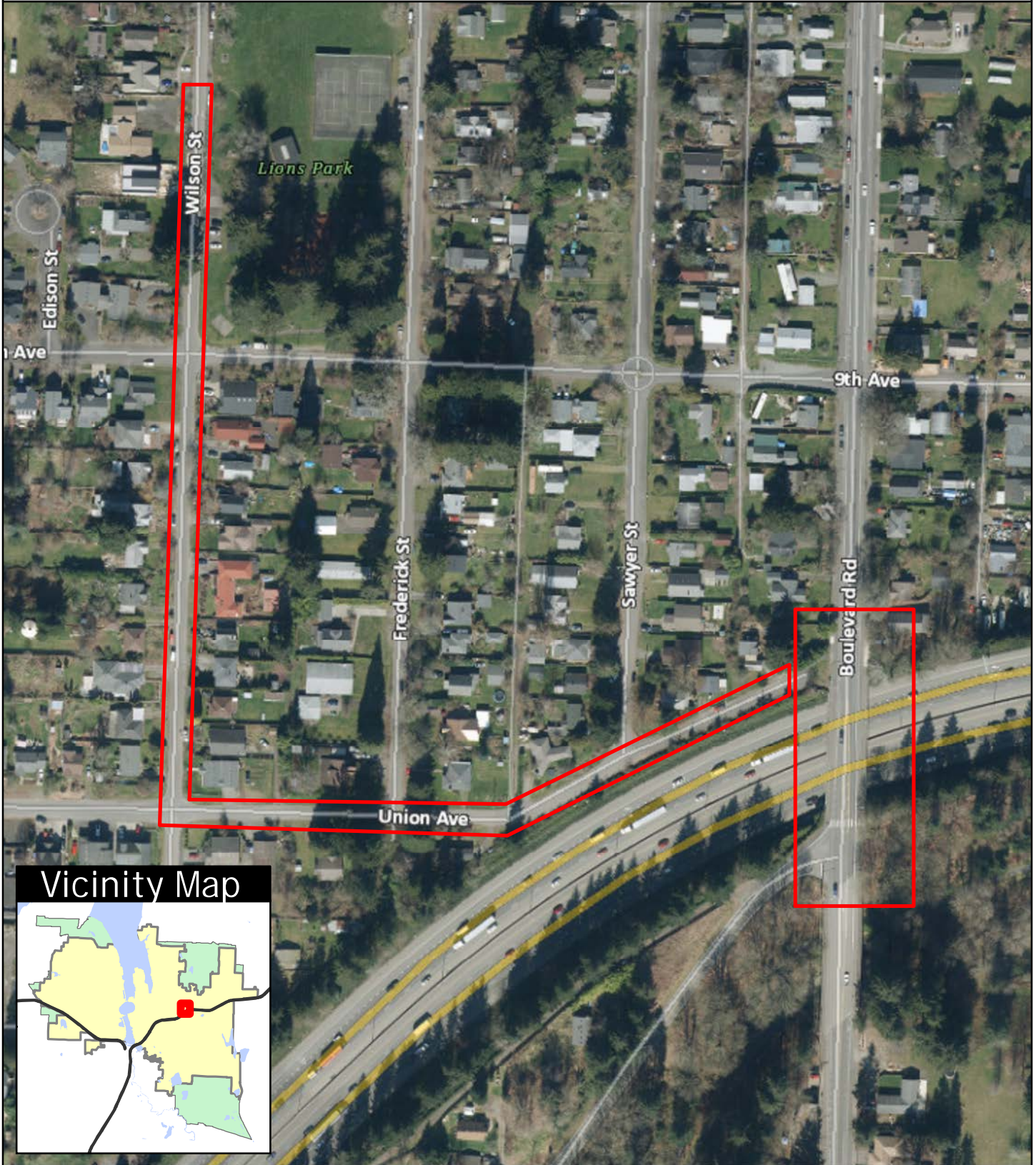




# Boulevard Trail Crossing

Vicinity Map: Project 2129G

City of Olympia | Capital of Washington State



0 100 200 Feet 1 inch = 200 feet

Map created: June 06, 2022  
For more information, please contact:  
Michael Kaminski  
Email [mkaminsk@ci.olympia.wa.us](mailto:mkaminsk@ci.olympia.wa.us)

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 OF OLYMPIA  
CONTRACT**

THIS AGREEMENT is entered into between the City of Olympia (the "City") and **Midway Underground LLC**, Washington, (the "Contractor"), for the project known as **Boulevard Road Trail Crossing** (the "Project"), Contract Number **PRJ-22-000091**.

**PROJECT DESCRIPTION.** This project provides for construction of raised crossings at Union Avenue and Wheeler Avenue where they cross Boulevard Road, pedestrian refuge island for the Boulevard Road crossing at the Wheeler Avenue intersection, cement concrete curb ramps on the north and south side of Wheeler Avenue at the intersection of Boulevard Road, realignment of shared-use paths at Union Avenue and the I-5 Trail with all asphalt work associated with this work. Project will regrade the Wheeler Avenue and Boulevard Road intersection and all asphalt work associated with this work, utility relocation and drainage system modifications, construction of structural earth wall and associated grading, installation of traffic signs, tree removal and trimming, pavement marking, illumination, signing, and property restoration, landscaping, and planting, and other work, all in accordance with the Contract Documents.

*IN CONSIDERATION OF THE TERMS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:*

**CITY RESPONSIBILITIES.** The City agrees to engage the Contractor to perform all work necessary to complete the Project according to the Project plans and specifications under the terms and conditions contained in this Agreement. The City agrees to pay the Contractor according to the Project plans and specifications and the schedule of unit or itemized prices outlined in the Contractor's bid proposal at the time, in the manner and upon the conditions provided for in this Agreement. The contract amount is **\$617,860.50** which includes any applicable sales or use tax.

**CONTRACTOR RESPONSIBILITIES.** The Contractor shall perform all work and furnish and bear the expense of all tools, materials, equipment and labor as may be required for the transfer of materials and for construction and completion of the Project, except as is otherwise designated in the Project plans and specifications, "to be provided by the City." The Contractor agrees to perform any necessary alterations in or additions to the work as required by the City. The Contractor shall complete the Project in accordance with and as described in the Project plans and specifications, and the edition of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT Specifications) referenced in the Project specifications. Contractor binds himself, his heirs, executors, administrators, successors and assigns.

**PROJECT TIMELINE.** Work on the Project shall begin on the date provided in the Notice to Proceed and shall be completed in the number of working days outlined in the Project specifications.

**LIQUIDATED DAMAGES.** If the Project is not completed within the allotted working days, the Contractor agrees to pay to the City liquidated damages in the amount calculated per the WSDOT Specifications for each day the Project remains incomplete after expiration of the Project timeline.

**DOCUMENTS INCORPORATED BY REFERENCE.** The documents incorporated by reference, as if fully set forth in this Agreement, include the Project plans and specifications, the Contractor's bid proposal, and the edition of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction referenced in the Project Specifications.

**INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and hold harmless the City and its officers and employees, from any claims, suits, actions, damages or liability whatsoever which may result from or arise out of the Contractor's work under this Agreement. This provision shall not apply to those claims or damages that are determined to have been caused by the sole negligence of the City, its officers, or employees.

**EFFECTIVE DATE.** The parties to this Agreement have caused it to be fully executed on the date of the last authorizing signature below.

CITY OF OLYMPIA

CONTRACTOR

I certify by signing below that I am a duly authorized signatory for the Contractor:

\_\_\_\_\_  
City Manager Date

\_\_\_\_\_  
(Signature) Date

Approved as to Form:

\_\_\_\_\_  
(Printed Name)

Thane Jeffers 02/23/2024  
Director of General Services Date

\_\_\_\_\_  
(Printed Title)



## City Council

# Approval of 2024 Neighborhood Matching Grants Awards

**Agenda Date:** 3/5/2024  
**Agenda Item Number:** 4.E  
**File Number:**24-0171

---

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

---

### Title

Approval of 2024 Neighborhood Matching Grants Awards

### Recommended Action

#### Committee Recommendation:

Not referred to a committee.

#### City Manager Recommendation:

Move to approve the 11 Neighborhood Matching Grant proposals recommended by the Grant Review Team and authorize the completion of contracts for the proposals.

### Report

#### Issue:

Whether to approve the 11 Neighborhood Matching Grant proposals recommended by the Grant Review Team and authorize the completion of contracts for the proposals.

#### Staff Contact:

Lydia Moorehead, Associate Planner, Community Planning & Development, 360.570.3746.

#### Presenter(s):

None - Consent Calendar Item.

### Background and Analysis:

The Neighborhood Matching Grant program helps Olympia's Recognized Neighborhood Associations (RNAs) fund community-driven projects.

The program goal is *"to encourage projects that foster civic pride, enhance, and beautify neighborhoods, expand citizen involvement, and promote the interests of the Olympia community. To accomplish this goal, the Olympia City Council will make available grant funds to Recognized Neighborhood Associations up to a 50/50 matching basis. The City Council firmly believes that community participation and commitment to accomplish improvements within our City are mutually beneficial to all Olympia residents."*

### 2024 Application and Review Process

The City Council approved an increased budget of up to \$33,000 to fund the Neighborhood Matching Grant program. Grant awards range from up to \$5000 for a single RNA and up to \$10,000 for multiple RNA's. Grant awards can cover up to 50% of project costs and must be matched by the RNA with direct financial contribution and/or in-kind labor and materials.

A total of 13 applications were received for 2024. They were reviewed by an interdisciplinary team of city staff. Applications were evaluated against the following program goals:

- Result in a direct and lasting environmental benefit to the neighborhood and/or wider community;
- Enhance and beautify the neighborhood and/or wider community;
- Foster community engagement and enrichment opportunities through the use of neighborhood sweat equity;
- Ready to begin after funding has been approved;
- Completed by December 31, 2024 (or by December 31, 2025 for projects within the public right-of-way);
- Easily accomplished with volunteers; and
- Does not require extensive City staff involvement to be completed.

The attached table provides a summary of the applications recommended for funding. Since the total amount requested falls below the amount budgeted, all eligible projects can be fully funded. Two applications were deemed ineligible for the program.

### **Climate Analysis:**

Several of the proposed projects will result in long term reductions of greenhouse gas emissions in the following sectors: Transportation & Land Use, Water & Waste, and Agriculture, Forests and Urban Tree Canopy.

Projects will support the following strategies:

- Increase the use of active travel such as walking and biking through the establishment of opportunities to gather and play within neighborhoods and maintaining existing pathways.
- Reduce water consumption by using and expanding rain gutter/rain barrel watering systems for green areas.
- Preserve and manage forests and other ecosystems to sequester carbon and preserve and manage urban tree canopy to provide shade and mitigate urban heat island effects through the maintenance, addition and preservation of existing green areas and trees within neighborhoods.

### **Equity Analysis:**

Residents that are part of RNA's who chose to apply for grant funding and scored highest, will benefit from this action. Each application was scored by the grant review team after analyzing the proposals against the program goals.

An equity score was assigned to each application based on the RNA's burden level as determined by the Thurston County Stormwater Equity Index. This index assigns a burden level to specific geographic areas of the city using factors such as education, homeownership rate, poverty rate,

unemployment rate, percent of residents using SNAP/food stamps, proximity to services and livability scores.

Residents of RNA's that did not apply for a matching grant and residents that do not live within an established RNA will be burdened as they are not eligible for grant funding. Some areas currently not represented by RNA's are within areas of higher burden per the equity index map.

The equity index map includes many relevant demographics; however, it does not directly address race, sexual orientation, gender, age, disability, and immigration. While the application scoring included an equity score based on each RNA's burden level, which helps to distribute benefits more equitably, this does not consider populations that live outside of RNA's or those RNA's who chose not to apply for grant funding. Providing grant opportunities outside of the RNA system and/or scoring applications from new RNA's or first-time applicants higher may be more equitable.

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

RNAs continue to show a strong interest in this program. Over the last eight years, the city has funded an average of 9 applications per year. The 2024 Neighborhood Matching Grant funds will support exciting projects including community events, beautification efforts through maintenance of green spaces, RNA communications, administration, and landscape, signage and mural improvements that increase community pride and a sense of place. These projects bring residents together and benefit the wider community of Olympia by strengthening the vitality of neighborhoods. The proposed projects continue a strong partnership that provides environmental, aesthetic, and community engagement benefits to City residents and businesses.

**Financial Impact:**

The 2024 budget provides up to \$33,000 to fund the Neighborhood Matching Grant program. This amount was increased by an additional \$10,000 above previous years' funding levels. The total recommended grant level for 2024 is \$28,106 which includes fees for the use of an online application platform.

This funding will leverage \$88,897 in projects and improvements across the City and engage 1,491 volunteer hours of residents working together to strengthen Olympia's neighborhoods.

Estimated staff time to support each matching grant ranges from 10-20 hours each, for a total of 120-240 staff hours for the 12 recommended projects. Funding for this time is included in the City budget.

**Options:**

*Note: All options would be contingent on negotiation of agreements with recognized neighborhood associations to complete each project in 2024.*

1. Approve the Neighborhood Matching Grants as recommended by the Grant Review Team.
2. Approve partial or full funding of a subset of grant requests that the Council finds consistent with the goals of the program.
3. Do not fund some of the applications recommended by the Grant Review Team.

**Attachments:**

Grant Review Team Recommendation

**2024 Neighborhood Matching Grant Program**

**Review Team Recommendation**

**RECOMMENDED FOR FUNDING:**

<b>Neighborhood Association</b>	<b>Proposed Project</b>	<b>Cash Contribution</b>	<b>Volunteer Hours</b>	<b>RNA Match</b>	<b>Total Project Value</b>	<b>Request to City</b>
Olympia Downtown Alliance	Downtown Cleanup Supplies for Spring Cleanup	\$ 1,500	99	\$ 3,725	\$ 6,725	\$ 1,500
Wildwood	Moore Street Pathway Maintenance	\$ -	168	\$ 6,322	\$ 7,881	\$ 1,559
Northeast (NENA)	Joy Avenue Trail Maintenance, Watering, Planting Plan	\$ 600	304	\$ 11,440	\$ 17,000	\$ 4,960
Olympia Northeast Neighborhood Alliance (ONNA)	Community Space at Bethel & San Francisco	\$ -	155	\$ 8,533	\$ 16,533	\$ 8,000
Bigelow Highlands	Block Party for Nation Night Out	\$ -	94	\$ 3,537	\$ 4,537	\$ 1,000
Southwest Olympia (SWONA)	Mailer & Block Party	\$ -	45	\$ 1,693	\$ 2,193	\$ 500
Kaiser Place HOA	Entrance Sign Repair & Solar Lighting	\$ -	23.5	\$ 884	\$ 1,534	\$ 650
South Capitol	Fall Picnic	\$ -	62	\$ 2,333	\$ 4,183	\$ 1,850
Eastside	Mural on Eastside Street & Community Outreach	\$ -	177	\$ 6,679	\$ 8,429	\$ 1,750
Northwest (NWONA)	Three Gatherings, Newsletter, Maintenance & Art at NW Volunteer Park	\$ 400	206	\$ 7,752	\$ 13,152	\$ 5,000
Council of Neighborhood Associations (CNA)	Administrative Expenses: Communications & Website Hosting	\$ -	158	\$ 5,946	\$ 6,730	\$ 784
Subtotals:		\$ 2,500	1491.5	\$ 58,844	\$ 88,897	\$ 27,553
Online Application	Submittable Platform Fee					\$ 553
<b>Total:</b>						<b>\$ 28,106</b>



## City Council

### Approval of a Resolution Authorizing an Agreement with Washington State Department of Commerce Growth Management Services for a 2023-2025 Climate Planning Grant

**Agenda Date:** 3/5/2024  
**Agenda Item Number:** 4.F  
**File Number:**24-0191

---

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

---

#### **Title**

Approval of a Resolution Authorizing an Agreement with Washington State Department of Commerce Growth Management Services for a 2023-2025 Climate Planning Grant

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve a Resolution authorizing an interagency agreement between the City of Olympia and Washington State Department of Growth Management Services for a 2023-2025 Climate Planning Grant.

#### **Report**

##### **Issue:**

Whether to approve a Resolution authorizing an interagency agreement between the City of Olympia and Washington State Department of Growth Management Services for a 2023-2025 Climate Planning Grant.

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

Pamela Braff, PhD, Director of Climate Programs, Office of Community Vitality, 360.753.8249

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

None - Consent Calendar Item

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

##### Climate Planning Requirements

The Washington State Growth Management Act (GMA) (RCW 36.70A) guides and directs local government planning in the state. It requires most cities and counties, including Olympia, to adopt and periodically update a comprehensive plan to accommodate the succeeding 20 years of growth and establish the primary goals and policies to guide all City actions. The GMA mandates

consistency between all elements of the comprehensive plan, and between the plan and all City regulations and actions intended to implement the comprehensive plan.

Planning for climate change and resiliency was added as the 14th goal to the GMA in 2023, by adoption of House Bill 1181 (Chapter 228, Laws of 2023). The GMA now requires local comprehensive plans to have sub-elements with climate resilience and greenhouse gas emissions reduction.

- The Greenhouse Gas (GHG) Emission sub-element - with goals and policies to reduce GHG emissions and vehicle miles traveled - is mandatory for the state's 11 largest counties (of which Thurston County is one) and for cities located within those counties that have a population size greater than 6,000; thus, this requirement applies to Olympia.
- The Resilience sub-element - with goals and policies to improve climate preparedness, response and recovery efforts - is mandatory for all fully planning counties and cities under the GMA and is encouraged for others.

In 2023, staff began the periodic update for Olympia's Comprehensive Plan, as required by the GMA. This update will look out to the year 2045 to show how the City will accommodate new population and employment growth. This update will also address the GMA goal for climate and the new Climate Change and Resiliency element requirement. The deadline to complete this update is June 30, 2025.

#### Climate Planning Grants

The Climate Commitment Act (Senate Bill 5187 (Sec. 130 (21))) directs the Department of Commerce (Commerce) to administer grants and provide technical assistance to cities and counties to plan for climate change. Commerce will make approximately \$30 million (as appropriated) in statewide grants to implement House Bill 1181 (Chapter 228, Laws of 2023), supporting the development of climate change and resiliency elements.

All local governments that are subject to HB 1181 (including the City of Olympia) may apply for funding for activities related to implementing climate change planning. The City of Olympia has been awarded a \$150,000 2023-2025 Climate Planning Grant to support the development of Olympia's Comprehensive Plan Climate Element.

#### **Climate Analysis:**

Development of the Comprehensive Plan Climate Element will support long-term planning for climate mitigation (e.g., greenhouse gas emissions reduction) and resilience.

#### **Equity Analysis:**

Frontline community members are people who experience the first and worst consequences of climate change. Such residents' health and livelihoods are often highly vulnerable to climate-exacerbated hazards and economic disruptions, and their communities often lack basic support infrastructure and suffer disproportionately from the compounding impacts of pollution, discrimination, racism, and poverty. The project team will engage frontline communities in the development of climate goals and policies and evaluate the potential of each proposed measure to support environmental justice.

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

There is considerable community interest in climate action (including greenhouse gas reduction and



resilience). Multiple opportunities for community engagement and feedback will be provided throughout this project.

**Financial Impact:**

The City has been awarded a \$150,000 grant to develop the Climate Element. This grant will reduce costs to meet the new GMA requirements to plan for climate resilience and greenhouse gas emissions reduction. There is no matching requirement for this grant.

**Options:**

1. Approve a Resolution authorizing an Interagency Agreement between the City of Olympia and Washington State Department of Commerce Growth Management Services for a 2023-2025 Climate Planning Grant.
2. Request changes to the Interagency Agreement.
3. Do not approve the Interagency Agreement. The City would not receive grant funding to support the development of the Comprehensive Plan Climate Element.

**Attachments:**

Resolution  
Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INTEAGENCY AGREEMENT BETWEEN THE CITY OF OLYMPIA, AND WASHINGTON STATE DEPARTMENT OF COMMERCE GROWTH MANAGEMENT SERVICES FOR A 2023-2025 CLIMATE PLANNING GRANT**

**WHEREAS**, the Washington State Growth Management Act (GMA) (RCW 36.70A) guides and directs local government planning in the state. It requires most cities and counties, including Olympia, to adopt and periodically update a comprehensive plan to accommodate the succeeding 20 years of growth and provide the primary goals and policies to guide all City actions. The GMA mandates consistency between all elements of the comprehensive plan, and between the plan and all City regulations and actions intended to implement the comprehensive plan; and

**WHEREAS**, planning for climate change and resiliency was added as the 14th goal to the GMA in 2023, by adoption of House Bill 1181 (Chapter 228, Laws of 2023). The GMA now requires local comprehensive plans to have sub-elements with climate resilience and greenhouse gas emissions reduction; and

**WHEREAS**, the Greenhouse Gas (GHG) Emission sub-element — with goals and policies to reduce GHG emissions and vehicle miles traveled — is mandatory for the state’s 11 largest counties (of which Thurston County is one) and for cities located within those counties that have a population size greater than 6,000; thus this requirement applies to Olympia; and

**WHEREAS**, the Resilience sub-element — with goals and polices to improve climate preparedness, response and recovery efforts — is mandatory for all fully planning counties and cities under the GMA and is encouraged for others; and

**WHEREAS**, Olympia 2045 is the Comprehensive Plan update that will look out to year 2045 to show how the City will accommodate new population and employment growth. It is also an opportunity to make sure the Plan and Development Regulations meet current state requirements that have changed since the last major update of the Plan, including the new GMA goal for climate and the new Climate Change and Resiliency element requirement. The deadline to complete this update is June 30, 2025; and

**WHEREAS**, the Climate Commitment Act (Senate Bill 5187 (Sec. 130 (21)) directs the Department of Commerce (Commerce) to administer grants and provide technical assistance to cities and counties to plan for climate change. Commerce will make approximately \$30 million (as appropriated) in statewide grants to implement House Bill 1181 (Chapter 228, Laws of 2023) supporting the development of climate change and resiliency elements; and

**WHEREAS**, all local governments that are subject to HB 1181 may apply for funding for activities related to implementing climate change planning. The City of Olympia has been awarded a \$150,000 2023-2025 Climate Planning Grant to support the development of Olympia’s Comprehensive Plan Climate Element.

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

1. The Olympia City Council hereby approves the attached form of Interagency Agreement between the City of Olympia and Washington State Department of Commerce, Growth Management Service for a 2023-2025 Climate Planning Grant and the terms and conditions contained therein.

2. The City Manager is directed and authorized to execute the attached Interagency 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 Interlocal Agreement, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

*Michael M. Young*  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY



**Interagency Agreement with**

**City of Olympia**

**through**

**Growth Management Services**

**Contract Number:  
24-63610-146**

**For**

**2023-2025 Climate Planning Grant**

**Dated:** Date of Execution

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## Face Sheet

Contract Number: 24-63610-146

**Local Government Division  
Growth Management Services  
2023-2025 Climate Planning Grant**

<b>1. Contractor</b> City of Olympia PO Box 1967 Olympia, WA 98507		<b>2. Contractor Doing Business As (as applicable)</b> N/A		
<b>3. Contractor Representative</b> Pamela Braff Director of Climate Programs 360-753-8249 pbraff@ci.olympia.wa.us		<b>4. COMMERCE Representative</b> Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504		
<b>5. Contract Amount</b> \$150,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> Date of Execution	<b>8. End Date</b> June 30, 2025	
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A		<b>ALN</b> N/A
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> SWV0008653-00	<b>12. UBI #</b> 342-000-433	<b>13. UEI #</b> N/A	
<b>14. Contract Purpose</b> For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181.  COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.				
<b>FOR CONTRACTOR</b>  _____ Steven J. Burney, City Manager  _____ Signature  _____ Date		<b>FOR COMMERCE</b>  _____ <insert name>, <insert title>  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>		

## Special Terms and Conditions

### 1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### 2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### 3. COMPENSATION

COMMERCE shall pay an amount not to exceed **one hundred fifty thousand dollars (\$150,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

### 4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-146. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

#### State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

#### Invoices and End of Fiscal Year

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.

Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

#### Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

#### Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

### **5. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

### **6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING**

COMMERCE received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.



The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing the climate planning grant.

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [climate.wa.gov/brandtoolkit](http://climate.wa.gov/brandtoolkit).

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners.

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

“The WA Department of Commerce climate planning grant is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [www.climate.wa.gov](http://www.climate.wa.gov).”

## 7. **INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

## 8. **FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

## 9. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

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

## **15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

## **16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

## **17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

## **19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## Attachment A: Scope of Work

Initialize Project		
Section Steps, Tasks and Deliverables	Description	End Date
Section 2	Initialize Project	11/2023 – 06/2024
Task 0.1	Form Climate Policy Advisory Team.	
Task 0.2	Develop engagement strategy that supports environmental justice.	
Task 0.3	Develop values and vision statement.	
Deliverable 1	Engagement Strategy	April 30, 2024
Deliverable 2	Vision and Values Statement	June 28, 2024

GHG Emissions Reduction Sub-element		
Section Steps, Tasks and Deliverables	Description	End Date
Section 4, Pathway 4, Step 1	Determine scope, scale, and identify all sources of GHG emissions in Olympia. <sup>1</sup>	01/2023 – 04/2024
Task 1.1	Identify GHG Emissions Inventory scope and plan.	Already completed.
Task 1.2	Choose accounting standards and methods.	Already completed.
Task 1.3	Choose a GHG Emissions Inventory base year.	Already completed.
Task 1.4	Collect data and quantify emissions.	Already completed.
Task 1.5	Develop a GHG Emissions Inventory management plan.	

<sup>1</sup> The City of Olympia conducted a community-wide greenhouse inventory in 2023. Grant funds will be used to develop a GHG Inventory management plan.



Task 1.6	Identify the GHG Emissions Inventory management plan update interval.	
Task 1.7	Data quality management.	Already completed.
Task 1.8	Review and test inventory assumptions and limitations.	Already completed.
Deliverable 1	GHG Emissions Inventory Management Plan	April 30, 2024
Section 4, Pathway 4, Step 2	Identify all sources of GHG emissions in Olympia and set emission reduction targets. <sup>2</sup>	11/2023 – 04/2024
Deliverable 2	GHG Emissions Sources and Reduction Target	April 30, 2024
Section 4, Pathway 4, Step 3	Develop goals, policies, and an implementation plan to achieve GHG emission reduction targets.	04/2024 – 08/2024
Deliverable 3	Draft Emissions Reduction Goals and Policies	August 30, 2024
Section 4, Pathway 4, Step 4	Integrate GHG reduction goals, policies, and implementation plan into the comprehensive plan.	12/2024 – 06/2025
Task 4.1	Review and finalize resilience goals and policies. Ensure measures are consistent and reference each other across plan elements such as transportation, housing, land use, or climate.	
Task 4.2	Embed an implementation or action plan into the comprehensive plan.	
Deliverable 4	Final Emissions Reduction Sub-element	June 15, 2025
Deliverable 5	Adopt GHG Emissions Reduction goals and policies by ordinance. Submit a memo summarizing completion of this step.	June 15, 2025

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<sup>2</sup> The City of Olympia began work to develop GHG Reduction Targets in 2023. Grant funding will be used to update and finalize emissions reduction targets.

<b>Resilience Sub-element</b>		
<b>Section Steps, Tasks and Deliverables</b>	<b>Description</b>	<b>End Date</b>
Section 3, Step 1	Explore Climate Impacts <sup>3</sup>	02/2024 – 06/2024
Task 1.1	Identify community assets.	
Task 1.2	Explore hazards and changes in the climate.	
Task 1.3	Pair assets and hazards and describe exposures and consequences.	
Task 1.4	Identify priority climate hazards.	
Deliverable 1	Explore Climate Impacts - Memo summarizing completion of this step or completed Climate Element Workbook.	June 28, 2024
Section 3, Step 2	Audit Plans and Policies	02/2024 – 06/2024
Task 2.1	Review existing plans for climate gaps and opportunities.	
Task 2.2	Determine next step – proceed to Step 3 or skip to Step 4.	
Deliverable 2	Comprehensive Plan Audit - Memo summarizing completion of this step or completed Climate Element Workbook.	June 28, 2024
Section 3, Step 3	Assess Vulnerability and Risk <sup>3</sup>	05/2024 – 08/2024
Task 3.1	Assess sensitivity.	
Task 3.2	Assess adaptative capacity.	
Task 3.3	Characterize vulnerability.	
Task 3.4	Characterize risk.	
Task 3.5	Meet with partners, stakeholders, and decision makers to decide course of action.	

<sup>3</sup> The City of Olympia began work to explore climate impacts and assess vulnerability and risk in 2023. Grant funding will be used to identify and fill data gaps; consult with technical experts and frontline communities to better characterize vulnerability and risk; and assess if further work is needed to assess vulnerability and risk for other hazards or assets that were not included in the 2023 assessment.

Deliverable 3	Risk and Vulnerability Assessment - Memo summarizing completion of this step or completed Climate Element Workbook.	August 30, 2024
Section 3, Step 4	Pursue Pathways	08/2024 – 12/2024
Task 4.1	Draft goals and policies to increase climate resilience.	
Task 4.2	Identify policy co-benefits.	
Deliverable 4	Draft Resilience Goals, Policies, and Co-benefits	December 30, 2024
Section 3, Step 5	Integrate Goals and Policies	12/2024 – 06/2025
Task 5.1	Review and finalize resilience goals and policies. Ensure measures are consistent and reference each other across plan elements such as transportation, housing, land use, or climate.	
Task 5.2	Consult with partners, stakeholders, and decision makers.	
Deliverable 5	Final Resilience Sub-element	June 15, 2025
Deliverable 6	Adopt Resilience goals and policies by ordinance. Submit a memo summarizing completion of this step.	June 15, 2025

### **Proposed Future Implementation Activities**

The City of Olympia intends to utilize the maximum funding available (\$700,000) to support future implementation of climate goals and policies that are adopted as a part of the 2025 Comprehensive Plan update. We intend implementation work to begin immediately and anticipate applying for implementation funding beginning with the state fiscal year that starts July 1, 2025.

## Attachment B: Budget

Deliverables	Description	Date	Grant Funds
<b>Initiate Project</b>			
Deliverable 1	Engagement Strategy	April 30, 2024	\$15,000
Deliverable 2	Vision and Values Statement	June 28, 2024	\$15,000
<b>GHG Emissions Reduction Sub-element</b>			
Deliverable 1	GHG Emissions Inventory Management Plan	April 30, 2024	\$5,000
Deliverable 2	GHG Emissions Sources and Reduction Targets	April 30, 2024	\$5,000
Deliverable 3	Draft Emissions Reduction Goals and Policies	August 30, 2024	\$20,000
<b>Deliverable 4</b>	<b>Final Emissions Reduction Sub-element</b>	<b>June 15, 2025</b>	<b>\$15,000</b>
<b>Deliverable 5</b>	<b>Adopt goals and policies by ordinance.</b>		
<b>Resilience Sub-element</b>			
Deliverable 1	Explore Climate Impacts: memo summarizing completion of this step or completed Climate Element Workbook.	June 28, 2024	\$10,000
Deliverable 2	Comprehensive Plan Audit: memo summarizing completion of this step or completed Climate Element Workbook.	June 28, 2024	\$10,000
Deliverable 3	Risk and Vulnerability Assessment: Memo summarizing completion of this step or completed Climate Element Workbook.	August 30, 2024	\$20,000
Deliverable 4	Draft Resilience Goals, Policies, and Co-benefits	December 30, 2024	\$20,000
<b>Deliverable 5</b>	<b>Final Resilience Sub-element</b>	<b>June 15, 2025</b>	<b>\$15,000</b>
<b>Deliverable 6</b>	<b>Adopt goals and policies by ordinance.</b>		
<b>Total:</b>			<b>\$150,000</b>

The City of Olympia intends to utilize the maximum funding available (\$700,000) to support future implementation of climate goals and policies that are adopted as a part of the 2025 Comprehensive Plan update. We intend implementation work to begin immediately and anticipate applying for implementation funding beginning with the state fiscal year that starts July 1, 2025.



## City Council

### Approval of a Resolution Authorizing an Option with Vine Street Associates to Lease Commercial Office Space at 925 Plum Street SE

**Agenda Date:** 3/5/2024  
**Agenda Item Number:** 4.G  
**File Number:**24-0211

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

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#### Title

Approval of a Resolution Authorizing an Option with Vine Street Associates to Lease Commercial Office Space at 925 Plum Street SE

#### Recommended Action

##### Committee Recommendation:

Not referred to a committee.

##### City Manager Recommendation:

Approve a Resolution Authorizing an Option with Vine Street Associates to Lease Commercial Office Space 925 Plum Street SE.

#### Report

##### Issue:

Whether to approve an option for the potential lease of office space at 925 Plum Street SE.

##### Staff Contact:

Rich Hoey, Assistant City Manager, 360.753.8227

##### Presenter(s):

None

#### Background and Analysis:

The City is currently exploring options for relocating its Municipal Court and associated functions from the current Lee Creighton Justice Center at 900 Plum Street SE. This is due to the age and condition of the current facility as well as the potential sale of the property to the Squaxin Island Tribe. In late December 2023, the City entered into an Exclusive Negotiating Agreement with Island Enterprises for the potential sale of the 900 Plum Street SE property.

City staff have identified the Town Square Building 4 at 925 Plum Street SE to be a potential option for the relocation of its Municipal Court and related functions. The Town Square building is owned by Vine Street Associates and is located directly across Plum Street from the current Lee Creighton Justice Center. The building is large enough (over 37,000 square feet) and potentially well suited to

house the necessary courtrooms, offices and workspaces for court staff, public defense/public defenders, prosecution, victim advocates, and other municipal court and police department related functions.

To allow time to perform due diligence, including design and cost estimating of necessary tenant improvements, City staff have negotiated an 8-month option for the lease of commercial office space from Vine Street Associates. The term would commence on the day following City Council approval. During the term of the agreement, the City would have the option to lease the building (or a portion of the building) in exchange for the following consideration:

- First 90 days - no charge
- Two 30 day extensions - \$5,000 per month
- Two additional 30 day extensions - \$10,000 per month
- Final 30-day extension - \$15,000

These option payments, totaling \$45,000 for the 8-month term, would nonrefundable if the City determines that the building is not suitable for relocation of the Olympia Municipal Court and associated offices. If the City chooses to exercise the option and lease the building, the option payments would be deducted from the rent owed to Vine Street Associates under the lease agreement.

If the option agreement is approved by City Council, staff is prepared to retain an architectural firm to evaluate the building, perform space planning, and design the needed tenant improvements. This information will be necessary to make a decision on whether to exercise the option and will help inform lease negotiations. Municipal Court Judge Pam Nogueira and the municipal court staff, along with staff from prosecution, public defense and OPD, will be heavily involved in the space planning efforts.

#### **Neighborhood/Community Interests:**

Ensuring a safe, secure and accessible municipal court is important for the entire community. Relocating the municipal court and associated functions from its longtime location is significant step for the City and will need to be done thoughtfully.

#### **Climate Analysis:**

While there are no direct emissions impacts associated with the option agreement, if approved, staff will evaluate projected energy use and emissions associated with the potential lease of this office space. Minimizing building energy use and emissions will be an important element of the evaluation and lease negotiation. Staff will also evaluate potential for EV charging of fleet and employee vehicles.

#### **Equity Analysis:**

If the option agreement is approved, staff will evaluate equity considerations as part of the design and future operation of a municipal court at this location. This will include building ADA accessibility and ensuring a healthy space for employees and users of the municipal court facilities.

#### **Financial Impact:**

If the City uses the full option period for its due diligence, the cost could be \$45,000 for the 8-month period. While this cost is non-refundable, it would be fully applied to future lease payments if the City

elects to exercise the option and lease this office space. The source of funds is a one-time set aside of 2022 year-end funds (\$500,000) for Justice Center space needs.

**Options:**

1. Approve the Resolution authorizing an option with Vine Street Associates to Lease Commercial Office Space.
2. Do not approve the Resolution.
3. Take other action.

**Attachments:**

Resolution  
Agreement



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN OPTION TO LEASE COMMERCIAL OFFICE SPACE FROM VINE STREET ASSOCIATES, LLC FOR MUNICIPAL USES AND PURPOSES**

**WHEREAS**, Vine Street Associates, LLC is the owner of certain real property located in the City of Olympia, Thurston County, Washington, commonly known as the “Town Square Building 4” and located at 925 Plum Street SE, Olympia, Washington 98501, consisting of commercial office space and tenant common areas. Building 4 is one of three buildings located on Tax Parcel No. 78203600100 (hereafter referred to as “the Property”); and

**WHEREAS**, the City of Olympia has determined that the Property may be suitable commercial office space for relocation of certain municipal offices, including but not limited to space for the Olympia Municipal Court, consisting of courtrooms, offices for court staff, court administrative offices, court records and public service counter, judicial chambers, probation services, offices for public defense/public defenders, and offices for City of Olympia prosecutors and prosecution support staff, including victim advocates, among other space needs that may be identified by the City; and

**WHEREAS**, the City needs a suitable amount of time to consult with its experts and investigate whether the Property owned by Vine Street Associates, LLC is appropriate and suitable for relocation of the Olympia Municipal Court and other related municipal needs; and

**WHEREAS**, the City and Vine Street Associates, LLC have negotiated an option to lease commercial office space in the Property for a period of eight (8) months, which shall commence following approval by the Olympia City Council of the Option to Lease Commercial Office Space upon the negotiated terms and conditions set forth therein; and

**WHEREAS**, Vine Street Associates, LLC grants the City of Olympia an option for an initial period of ninety (90) days to lease the Property, without charge, from and after approval of the option and execution of same by and through the City Manager upon approval of the Olympia City Council; and

**WHEREAS**, following the first option period, Vine Street Associates, LLC will grant the City two consecutive thirty (30) day extensions of the option to lease contingent upon payment to Vine Street Associates, LLC of the sum of \$5,000.00 per month, due on the first day of each month, if so exercised by the City of Olympia; and

**WHEREAS**, following the first two consecutive thirty-day extension options, the City is granted two additional consecutive thirty (30) day extensions contingent on the City paying Vine Street Associates, LLC the sum of \$10,000.00 per month, due on the first day of each month, if so exercised by the City; and

**WHEREAS**, a fourth and final thirty (30) day option to lease commercial office space in the Property is granted to the City by Vine Street Associates, LLC contingent upon the City paying to Vine Street Associates, LLC the sum of \$15,000.00 on the first day of the final option period. All option payments to Vine Street Associates, LLC are nonrefundable if the City determines that the Property is not suitable for relocation of the Olympia Municipal Court and associated municipal offices. However, should the City

give written notice to Vine Street Associates, LLC of its intent to exercise its Option to Lease Commercial Office Space for the Property, the amounts paid by the City for the aforesaid option periods shall be applied to and deducted from the rent owed to Vine Street Associates, LLC under the Lease agreement; and

**WHEREAS**, if the City should timely exercise its option to lease the Property, Vine Street Associates, LLC and the City of Olympia shall work in good faith to reach a lease agreement within sixty (60) days;

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

1. The Olympia City Council hereby accepts the terms and conditions negotiated with Vine Street Associates, LLC in the Option to Lease Commercial Office Space for the Property known as "Town Square Building 4" located at 925 Plum Street SE, Olympia, Washington 98501, consisting of commercial office space and tenant common areas for possible relocation of the Olympia Municipal Court and associated municipal offices.
2. The City Manager is directed and authorized to execute the Option to Lease Commercial Office Space with Vine Street Associates, LLC upon the terms and conditions negotiated in the Option, and to make any minor modifications consistent with the intent of the Option to Lease Commercial Office Space as may be necessary, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this 5th day of March 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

**Mark Barber**  
\_\_\_\_\_  
CITY ATTORNEY

## OPTION TO LEASE COMMERCIAL OFFICE SPACE

This OPTION TO LEASE COMMERCIAL OFFICE SPACE (“Option” or “Agreement”) is made by and between VINE STREET ASSOCIATES, LLC (“Landlord” or “Optionor”), and the CITY OF OLYMPIA, a municipal corporation organized under the laws of the State of Washington (“Lessee” or “Optionee”), together known as the Parties (the “Parties”), or individually as a Party (a “Party”), effective as of the Effective Date (as defined below in Section 5.15).

### RECITALS

A. Landlord is the owner of certain real property located in the City of Olympia, Thurston County, Washington, commonly known as the “Town Square Building 4” and located at 925 Plum Street SE, Olympia, Washington 98501, consisting of commercial office space and tenant common areas. Building 4 is one of three buildings located on Tax Parcel No. 78203600100. This option to lease is for the entire commercial office space located within Town Square Building 4 (hereafter “the Property”).

B. Lessee has determined that Landlord’s Property may be suitable commercial office space for relocation of certain municipal offices, including but not limited to space for the Olympia Municipal Court, consisting of courtrooms, offices for court staff, court administrative offices, court records and public service counter, judicial chambers, probation services, offices for public defense/public defenders, and offices for City of Olympia prosecutors and prosecution support staff, including victim advocates, among other space needs that may be identified by Lessee.

C. The signatories to this Option are authorized to execute associated documents, to correct legal descriptions if need be, and to correct scrivener’s errors and other errors or omissions that are otherwise in substantial conformance with this Option.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Lessee agree as follows:

**1. Property.** Landlord hereby agrees to and does grant to Lessee an Option to Lease Commercial Office Space to certain real property located in the City of Olympia, Thurston County, Washington, commonly known as the “Town Square Building 4” and located at 925 Plum Street SE, Olympia, Washington 98501, consisting of commercial office space and tenant common areas. Building 4 is one of three buildings located on Tax Parcel No. 78203600100, and Lessee hereby agrees to and does purchase an Option from Landlord for a right to lease all commercial office space located within Town Square Building 4 located at 925 Plum Street SE, Olympia, Washington 98501, subject to the terms and conditions set forth herein.

**2. Option Terms and Payments.** The term of the Option and payments therefore shall be as follows:

**2.1 Term of Option.** The term of this Option shall be for a period of eight (8) months which shall commence following the execution of this Option to Lease Commercial Office Space as of the Effective Date defined in Section 5.15 below.

**2.2 Payments for Option.** Consideration for the Option granted to Lessee by Landlord shall be as follows:

**2.2.1 First Option Period.** Landlord grants to Lessee an Option to lease all commercial office space in the Property for a period of ninety (90) days from the Effective Date of this Option to Lease Commercial Office Space, without any payment to Landlord, in consideration of Lessee's research, study, and investigation into the suitability of Landlord's Property for Lessee's use as a suitable location for the Olympia Municipal Court and other related municipal offices.

**2.2.2 Second Option Period.** Landlord grants to Lessee two consecutive thirty (30) day extensions to Lessee, contingent upon Lessee paying Landlord the sum of Five Thousand Dollars and No Cents (**\$5,000.00**) on the first day of each month following the first option period in Section 2.2.1 above.

**2.2.3 Third Option Period.** Following the second option period referenced in Section 2.2.2 above, Landlord grants to Lessee two additional thirty (30) day extensions to Lessee, contingent upon Lessee paying Landlord the sum of Ten Thousand Dollars and No Cents (**\$10,000.00**) on the first day of each month following the second option period in Section 2.2.2 above.

**2.2.4 Fourth Option Period.** Following the third option period referenced in Section 2.2.3 above, Landlord grants to Lessee one final thirty (30) day option extension to Lessee, contingent upon Lessee paying Landlord the sum of Fifteen Thousand Dollars and No Cents (**\$15,000.00**) on the first day of the month following the third option period in Section 2.2.3 above.

**2.3 Nonrefundable Option Payments.** All Option payments to Landlord are nonrefundable in the event Lessee fails to enter into a lease agreement for Landlord's Property. However, should Lessee give written notice to Landlord of its intent to exercise its Option to Lease Commercial Office Space for Landlord's Property, the amount of all Lessee's Option payments paid to Landlord shall be applied to and deducted from the rent owed to Landlord for the Property under the Lease agreement.

**2.4 Exercise of Option to Lease.** The Lessee may exercise this Option to Lease Commercial Office Space by timely giving written notice to Landlord prior to the expiration of the Option term, as provided in Section 4 below, of Lessee's decision to lease the Property. If Lessee fails to timely exercise the Option to Lease Commercial Office Space, this Option shall terminate and no longer be effective.

**2.5 Physical Condition to Remain Substantially the Same.** The physical condition of the Property shall remain substantially the same as it is at the time of Lessee's signature to this Option agreement. If at any time during the Option period, the Property is otherwise materially damaged or destroyed, Lessee is entitled to the return of its Option payment(s) made under Section 2.2. Landlord shall not enter into any lease, license or other occupancy agreement with any person for the Property until after the Option term has expired and Lessee has elected not to exercise its Option to Lease Commercial Office Space for the Property.

**3. After Exercise of Option to Lease Commercial Office Space.** If Lessee timely exercises its Option to Lease Commercial Office Space, the Parties shall work in good faith to reach agreement on a lease for commercial office space within sixty (60) days.

**4. Notices.** Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any Party (collectively, "Notices") shall be in writing and shall be validly given or made to the other Party if delivered either personally or by FedEx or other overnight delivery service of recognized standing, or if deposited in the United States Postal Service mail, certified, registered, or express mail with postage prepaid. If such Notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by FedEx or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such Notice is mailed as provided herein, such shall be deemed given five (5) days after the deposit thereof in the United States Postal Service mail. Each such Notice shall be deemed given only if properly addressed to the Party to whom such notice is to be given as follows:

To Landlord: Vine Street Associates, LLC  
PO Box 430  
Arlington, WA 98223  
Email: [Camron@transwesternresi.com](mailto:Camron@transwesternresi.com),  
Phone: (360) 435-8625 / (360) 753-3100

With copies to: VSG Lease Notifications:  
[Leasenotifications@vinestreetgroup.com](mailto:Leasenotifications@vinestreetgroup.com)

To Lessee: Rich Hoey, Assistant City Manager  
City of Olympia  
601 4<sup>th</sup> Ave E  
P.O. Box 1967  
Olympia, WA 98507-1967  
E-mail: [rhoey@ci.olympia.wa.us](mailto:rhoey@ci.olympia.wa.us)  
Phone: (360) 753-8227

With copies to: Mark Barber, City Attorney  
City of Olympia  
601 4<sup>th</sup> Ave E  
P.O. Box 1967  
Olympia, WA 98507-1967  
E-mail: [mbarber@ci.olympia.wa.us](mailto:mbarber@ci.olympia.wa.us)  
Phone: (360) 753-8338

Any Party hereto may change its address for the purpose of receiving notices by a written notice given in the manner aforesaid to the other Party hereto.

## **5.0 Miscellaneous.**

**5.1 Applicable Law and Venue.** This Option shall, in all respects, be governed by the laws of the State of Washington. Venue for any lawsuits concerning this agreement shall be in the Superior Court for Thurston County.

**5.2 Further Assurances.** Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations under this Option and to carry out the intent of the Parties hereto.

**5.3 Modification, Amendment, or Waivers.** No amendment, change, modification, or waiver of this Option shall be valid, unless in writing and signed by all of the Parties hereto.

**5.4 Successors and Assigns.** All of the terms and provisions contained in the Option to Lease Commercial Office Space shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors and assigns.

**5.5 Entire Agreement.** This Option shall constitute the entire understanding and agreement of the Parties with respect to the subject matter and any and all prior agreements, understandings or representations with respect to such subject matter is hereby canceled in their entirety and are of no further force or effect. The Parties do not intend to confer any benefit under the Option to any person, firm or corporation other than the Parties hereto.

**5.6 Attorneys' Fees.** Should either Party bring suit to enforce the terms of this Option, the substantially prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

**5.7 Construction.** Captions are solely for the convenience of the Parties and are not a part of the Option to Lease Commercial Office Space. The Option shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. If the date on which Landlord or Lessee are required to take any action under the terms of the Option is not a business day, the action shall be taken on the next succeeding business day.

**5.8 Partial Invalidity.** If any term or provision of the Option or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Option shall not be affected thereby; and each such term and provision of the Option shall be valid and be enforced to the fullest extent permitted by law.

**5.9 Survival.** The covenants, agreements, and representations made in this Option shall survive the Option unimpaired.

**5.10 Time.** Time is of the essence of every term and provision of this Option.

**5.11 Force Majeure.** Performance by Landlord or Lessee of their obligations under the Option to Lease Commercial Office Space shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the Party who is obligated to render performance (but excluding financial inability to perform, however caused).

**5.12 No Individual Liability.** In no event shall any shareholder, officer, director, member, partner, affiliate, agent or employee of Landlord be held liable or responsible in any way for the obligations or liabilities of Lessee under this Option.

**5.13 Counterparts.** This Option may be executed in a number of identical counterparts which, taken together, shall constitute collectively one Agreement; but in making proof of this Option to Lease Commercial Office Space, it shall not be necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of the Option to Lease Commercial Office Space may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned or digital signature shall be deemed to be an original signature for all purposes where permitted by law. All executed counterparts of the Option shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same agreement as Option to Lease Commercial Office Space.

**5.14 Recitals.** The Recitals to this Option to Lease Commercial Office Space are incorporated herein by reference, and made part of the terms and provisions of this Option as if fully set forth herein.

**5.15 Effective Date.** The term, “**date of this Agreement**”, or “**date hereof**”, or “**Effective Date**”, as used herein, shall mean the later of the following dates: (1) the date of Landlord’s signature; or (2) the date of Lessee’s signature following authorization by the Olympia City Council.

[Signatures follow on next pages.]

LANDLORD:

VINE STREET ASSOCIATES, LLC

By: Connie K. McKinley

Print Name: Connie K. McKinley

Title: Manager

Date: 2/14/24

STATE OF WASHINGTON)

Snohomish ) ss.  
COUNTY OF ~~THURSTON~~ )

On the 14<sup>th</sup> day of February 2024, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Connie McKinley, to me known to be the Manager of Vine Street Associates, LLC, a Washington limited liability company, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned and on oath states that she is authorized to execute the said instrument.

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



Elaine Marie Jensen  
Signature

Elaine Marie Jensen  
Print Name

NOTARY PUBLIC in and for the State of  
Washington

Residing at Marysville

My appointment expires: 12/9/24



LESSEE:

CITY OF OLYMPIA, a Washington municipal corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: City Manager

Date: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

On the \_\_\_\_ day of \_\_\_\_\_ 2024, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven J. Burney, to me known to be the City Manager of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he/she/they is/are authorized to execute the said instrument.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
NOTARY PUBLIC in and for the State of

\_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

Approved as to Form:

Mark Barber  
City Attorney



## City Council

### Approval of an Ordinance Adopting Updated International Building Codes as Required by the State Building Codes Council

**Agenda Date:** 3/5/2024  
**Agenda Item Number:** 4.H  
**File Number:**24-0192

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**Type:** ordinance **Version:** 1 **Status:** 1st Reading-Consent

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#### **Title**

Approval of an Ordinance Adopting Updated International Building Codes as Required by the State Building Codes Council

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve an Ordinance adopting the updated International Building Codes, as required by the State Building Codes Council.

#### **Report**

##### **Issue:**

Whether to approve an Ordinance adopting the updated International Building Codes, as required by the State Building Codes Council.

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

Erik Jensen, Building Official, Community Planning and Development, 360.753.8280

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

None - Consent Calendar Item.

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

Approximately every three years, the construction code-writing organizations update their respective technical and administrative codes. Revised Code of Washington (RCW) 19.27 requires that cities within the State of Washington adopt certain Building, Plumbing, Mechanical, Fire, Energy and Electrical Codes as required by the Washington State Building Codes Council (SBCC). The 2021 State Referenced Codes have been adopted and published by the SBCC to take effect at 12:01 a.m. on March 15, 2024. Previously, the SBCC had announced effective dates of July 1 and October 15, 2023, but each time postponed the effective date to conduct further review.

City staff recommends adoption of these codes by ordinance, which would amend Olympia Municipal

Code (OMC) Chapters 16.04, 16.06, 16.24, 16.32, 16.40, 16.44, 16.70 and 16.80. The updates in some of these chapters are re-formatted to adopt the updated codes by reference rather than repeating lengthy sections of the SBCC-required codes in the OMC. In addition to adopting the SBCC-required codes, the ordinance includes several minor clarifications.

The building codes are for the purpose of establishing rules and regulations for the protection of life, environment and property through the construction, alteration, removal, demolition, use and occupancy, location and maintenance of buildings and structures.

These codes also cover the installation, repair, replacement or alteration of electrical, mechanical, and plumbing systems along with their associated equipment, appliances, fixtures, fittings and appurtenances.

Within the codes are the process and authority for issuance of permits, collection of fees and inspection of site to ascertain compliance.

**Climate Analysis:**

This proposal is a procedural process that reoccurs about every 3 years. Revised Code of Washington (RCW) Section 19.27 requires that cities within the State of Washington adopt certain Building, Plumbing, Mechanical, Fire, Energy and Electrical Codes as required by the Washington State Building Codes Council (SBCC). The primary policy driver for the Washington State Energy Code increases in stringency is the language adopted by the Washington State Legislature, which reads:

- Residential and Nonresidential construction permitted under the 2031 state energy code must achieve a 70 percent reduction in annual net energy consumption (compared to the 2006 state energy code) (RCW 19.27A.160), and
- Construct increasingly efficient homes and buildings that help achieve the broader goal of building zero fossil fuel greenhouse gas emission homes and buildings by the year 2031 (RCW 19.27A.020)

**Equity Analysis:**

The code changes include improvements to accessibility codes for new construction and remodels of existing buildings that will benefit people who have different mobility concerns.

Most code change requirements will increase upfront development costs. These upfront development costs will be passed on, eventually impacting the end customer/tenant. These impacts on any development, including affordable housing proposals, should be carefully considered.

Long term building upgrades decrease energy use, and potentially will decrease long term building operation costs.

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

As part of the code adoption process, various construction groups such as the Olympia Master Builders and the Building Industry Association Washington, which include a number of local contracting members, have expressed interest in the upcoming codes. Staff is working with these organizations and local design professionals to ensure there is an understanding of the upcoming revisions to the codes as they are adopted. Staff has addressed these interests by ensuring the City

of Olympia engages in outreach and invitation to these groups to attend the same training our staff attends; we have in turn been invited to their training. Additionally, the City's website will be updated to ensure there is information available pertaining to these newly adopted codes.

**Financial Impact:**

The associated fiscal impact for staff training and reference copies for all new codes is included in department budget for 2023 and amounts to approximately \$20,000.

**Options:**

1. Move to approve the ordinance adopting updates to the International Building Codes, as required by the State Building Codes Council.
2. Direct specific modifications to the ordinance for adoption. Any modifications must remain consistent with RCW 19.27.
3. Take other action.

**Attachments:**

Ordinance

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

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING CERTAIN SECTIONS OF OLYMPIA MUNICIPAL CODE TITLE 16, BUILDING CODE REGULATIONS, BY REPEALING EXISTING INTERNATIONAL CODES AND ADOPTING NEW INTERNATIONAL CODES AS ADOPTED AND AMENDED BY THE STATE OF WASHINGTON AND THE CITY OF OLYMPIA, AND MAKING OTHER TECHNICAL AMENDMENTS**

**WHEREAS**, the State of Washington requires cities to enact building codes and regulations and to provide for their administration, enforcement, and amendment; and

**WHEREAS**, the regulation of building and building construction by the City of Olympia (the "City") is necessary to protect the public health, safety, and welfare; and

**WHEREAS**, the Olympia City Council desires to protect the safety and welfare of the residents of the City through regulation of construction activities and maintenance of buildings in the City; and

**WHEREAS**, the City has previously adopted multiple international codes; and

**WHEREAS**, more recent international codes have been adopted by the State of Washington, to take effect March 15, 2024; and

**WHEREAS**, the City is required by the Revised Code of Washington (RCW) Section 19.27 to adopt the State of Washington Building Codes; and

**WHEREAS**, City staff has reviewed the newly adopted international codes as compared to the City's existing codes; and

**WHEREAS**, City staff recommends adopting the international codes provided for in this Ordinance along with certain State and local amendments; and

**WHEREAS**, City staff presented the international codes provided for in this Ordinance along with their amendments to the City of Olympia Land Use and Environment Committee; and

**WHEREAS**, on April 27, 2023, the Land Use and Environment Committee voted to recommend approval of the provisions regulating construction through use of the State-adopted codes set forth in this Ordinance; and

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

**Section 1. Amendment of OMC 16.04.020. Olympia Municipal Code Section 16.04.020 is hereby amended to read as follows:**

**16.04.020 Adoption of Referenced Codes – Purpose**

A. Pursuant to RCW 19.27.031, the City of Olympia hereby adopts the following codes, as amended by the Washington State Building Code Council, and as thereafter amended by the City of Olympia, for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, use and occupancy, location, and maintenance of buildings and structures, as well as the installation, repair,

replacement, or alteration of electrical, mechanical, and plumbing systems along with their associated equipment, appliances, fixtures, fittings, and appurtenances thereto, and providing for the issuance of permits and collection of fees, providing penalties for the violation of such codes and each and all of the regulations, provisions, conditions, and terms of these code standards, rules, and regulations and appendices as noted. ~~The City Clerk shall maintain on file One-one copy of each code shall be on file with the City Clerk and~~ each code can also be accessed electronically by the following hyperlinks provided within this section.

1. International Building Code Adopted.

The ~~2018~~ current State adopted edition of the International Building Code, hereafter (“IBC”), as adopted by the State Building Code Council in Chapter 51-50 WAC (excluding Chapter 1, Section 101.4.3 “Plumbing”; excluding Chapter 1, Section 105.2 “work exempt from permit”, item 3, “Oil Derricks”; excluding Chapter 1, Section 110.3.5 “Exception”; excluding Chapter 1, Section 113, Board of Appeals), as published by the International Code Council, Inc. (ICC), including ICC A117.1-~~2009~~2017 “Accessible and usable buildings and facilities”, and the following Appendices are hereby adopted:

Appendix E, Supplementary Accessibility Requirements ICC A117.~~2009~~ Current State adopted version

Appendix G, Flood resistant construction

Appendix J, Grading

2. International Residential Code Adopted.

The ~~2018~~ current State adopted edition of the International Residential Code, hereafter (“IRC”), as published by the International Code Council, Inc. (~~ICC~~), as adopted by the State Building Code Council in Chapter 51-51 WAC (excluding Chapter 1, Section R112, Board of Appeals, Chapter 11, and Chapters 25 through 43), except that Chapter 29, Section P2904 is adopted and the following Appendices are hereby adopted:

Appendix F Passive Radon Gas Controls

Appendix Q, Tiny Houses

Appendix T, Solar-Ready Provisions-Detached One-and Two-Family Dwellings, Multiple Single- Family Dwellings (Townhouses)

Appendix U, Dwelling Unit Fire Sprinkler Systems, with the following amendment:

Section P2904.1.1 Required sprinkler locations. Sprinklers shall be installed to protect all areas of a dwelling unit.

Exceptions. The following do not require sprinklers:

1. Uninhabitable attics, crawl spaces, and normally unoccupied concealed spaces that do not contain fuel-fired appliances. In uninhabitable attics, crawl spaces, and normally unoccupied concealed spaces that contain fuel-fired equipment, a sprinkler must be installed above the equipment; however, sprinklers are not required in the remainder of the space.
2. Clothes closets, linen closets, and pantries not exceeding 24 square feet (2.2 m<sup>2</sup>) in area, with the smallest dimension not greater than 3 feet (915 mm) and having wall and ceiling surfaces of gypsum board.
3. Bathrooms not more than 55 square feet (5.1 m<sup>2</sup>) in area.

4. Garages; carports; exterior porches; unheated entry areas, such as mud rooms, that are adjacent to an exterior door; and similar areas.
5. Detached garage conversions to accessory dwelling units and detached accessory dwelling units with utilities served by an existing single-family residence that does not have an existing sprinkler system.

Appendix V, Fire Sprinklers

3. International Mechanical Code Adopted.

The ~~2018~~ current State adopted edition of the International Mechanical Code, hereafter ("IMC"), as published by the International Code Council, Inc. (ICC), as adopted by the State Building Code Council in Chapter 51-52 WAC (excluding Chapter 1, Section 109, Means of Appeals), is hereby adopted, and includes adoption of the ~~2018~~2021 Edition of the ANSI Z223.1/NFPA 54 National Fuel Gas Code and the ~~2017~~ current State adopted version Liquefied Gas Code (NFPA 58) except as otherwise specified by the adoption of referenced Codes.

4. Uniform Plumbing Code Adopted.

The ~~2018~~ current State adopted edition of the Uniform Plumbing Code, hereafter ("UPC"), as published by the International Association of Plumbing and Mechanical Officials (IAPMO), as adopted by the State Building Code Council in Chapters 51-56 WAC.

5. International Energy Conservation Code/Washington Residential Energy Codes Adopted.

Washington State Residential Energy Code, Chapter 51-11R WAC, excluding SECTION R109 BOARD OF APPEALS

The ~~2018~~ current State adopted edition of the Washington State Residential Energy Code and the following Appendices are hereby adopted:

Appendix RA, Optional Energy Efficiency Measures – One Step

Appendix RB, Optional Energy Efficiency Measures – Two Step

Appendix RC, Outdoor Design Temperatures for Washington Proponent Options

6. International Energy Conservation Code/Washington Commercial Energy Codes Adopted.

Washington State Commercial Energy Code, Chapter 51-11C WAC, excluding SECTION R109 BOARD OF APPEALS

The ~~2018~~ current State adopted Edition of the Washington State Commercial Energy Code and the following Appendices are hereby adopted:

Appendix A, Default Heat Loss Coefficients

Appendix B, Default Internal Load Values and Schedules

Appendix C, Exterior Design Conditions

Appendix D, Calculation of HVAC Total System Performance Ratio

Appendix E, Renewable Energy

Appendix F, Outcome-Based Energy Budget

7. Manufactured Home Standards adopted.

The Manufactured Home Standards established by the State of Washington governing the installation of manufactured homes (as set forth in WAC Chapter 296-150M), are hereby adopted.

8. International Fire Code Adopted.

The ~~2018~~ current State adopted edition of the International Fire Code, ~~herein~~ ("IFC"), as published by the International Code Council (~~ICC~~), as adopted by the State Building Code Council in Chapter 51-54 WAC (excluding Chapter 1, Section 108, Board of Appeals), and the following Appendices are hereby adopted:

Appendix B, Fire-Flow requirements for Buildings

Appendix E, Hazard Categories

Appendix F, Hazard Rankings

Appendix G, Cryogenic Fluids-Weight and Volume Equivalents

Appendix H, Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions

Appendix I, Fire Protection Systems-Noncompliant Conditions

9. International Existing Building Code Adopted.

The ~~2018~~ current State adopted edition of the International Existing Building Code, as published by the International Code Council, Inc. (excluding Chapter 1, Section 112, Board of Appeals), is hereby adopted as the Existing Building Code of the City of Olympia for regulating and governing the repair, alteration, change of occupancy, addition, and relocation of existing buildings, including historic buildings, ~~as herein provided~~; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, conditions, and term of ~~said the~~ Existing Building Code, and the following Appendix is hereby adopted:

Appendix A, Guidelines for the Seismic Retrofit of Existing Buildings

10. International Swimming Pool and Spa Code Adopted.

The ~~2018~~ current State adopted edition of the International Swimming Pool and Spa Code, as published by the International Code Council, Inc. (by reference in the ~~2018~~2021 International Building Code WAC 51.50, Section 3109 and the ~~2018~~2021 International Residential Code WAC 51-51, Section 38), is hereby adopted regulating the installation of pools and spas, including ANSI/APSP/ICC-7 Standards for Suction Entrapment Avoidance.

11. International Fuel Gas Code Adopted.

The ~~2018~~ current State adopted edition of the International Fuel Gas Code, as published by the International Code Council, Inc., is hereby adopted as the Fuel Gas Code for the City of Olympia.

**Section 2. Amendment of OMC 16.04.040. Olympia Municipal Code Section 16.04.040 is**



**hereby amended to read as follows:**

**16.04.040 Amendments to the Referenced Codes**

A. International Building Code Amendments. The following sections of the International Building Code ("IBC"), as adopted by this Ordinance, are amended to read as follows:

1. Amend Section 105.2 Work Exempt from Permit, item 1 to read: One-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided the floor area is not greater than 200 square feet (18.58 m<sup>2</sup>).
2. Reserved.
3. Amend Section 110.3.10 Final inspection. The final inspection is to be made after all conditions of SEPA, Hearings Examiner, Design Review, Development Engineering, Stormwater Ordinance, and the Tree, Soil and Native Vegetation Ordinance are either complied with or bonded for at a rate of 125% in addition to finish grading; and the building is completed and ready for occupancy.
4. Amend Section 111.2 Certificate issued. After the Building Official inspects the building or structure and finds no violations of the provisions of this Code or other laws and regulations, which are enforced, by the Community Planning and Development Department, the Building Official shall issue a Certificate of Occupancy, which shall contain the following:
  - a. The building permit number.
  - b. The address of the structure.
  - c. The name and address of the owner or the owner's authorized agent.
  - d. A description of that portion of the structure for which the certificate is issued.
  - e. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
  - f. The name of the Building Official.
  - g. The edition of the code under which the permit was issued.
  - h. The name of the tenant, use and occupancy, in accordance with the provisions of Chapter 3.
  - i. The type of construction as defined in Chapter 6.
  - j. The design occupant load.
  - k. If an automatic sprinkler system is provided, whether the sprinkler system is required.
  - l. Any special stipulations or conditions of the building permit.
5. Add Subsection 903.2 Additional Sprinkler Requirements. There are additional sprinkler requirements in all structures or buildings where the gross square footage, basements included, exceeds 5,000 square feet, or in all structures or buildings more than three stories in height (unless other sections are more restrictive). The area and height increases specified in IBC Sections 504, 506, and 507 shall be permitted. For the purposes of this section, portions of buildings separated by

a fire wall may be considered as separate buildings, except that the entire gross floor area of all floors will be used to determine fire sprinkler requirements.

In addition, in all newly constructed or substantially improved buildings, ~~including single-family residences~~, where the fire perimeter access (as required under OMC 16.32.050) or access roadways for fire apparatus cannot be provided due to design and/or location, fire sprinkler systems may be required by the Olympia Fire Marshal.

B. International Residential Code Amendments. The following sections of the International Residential Code ("IRC"), as adopted by this Ordinance, are amended ~~to read~~ as follows:

1. Reserved.
2. Amend Section R110.3 Certificate issued. After the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws and regulations, which are enforced, by the Community Planning and Development Department, the Building Official shall issue a Certificate of Occupancy, which shall contain the following:
  - a. The building permit number.
  - b. The address of the structure.
  - c. The name and address of the owner or the owners authorized agent.
  - d. A description of that portion of the structure for which the certificate is issued.
  - e. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
  - f. The name of the Building Official.
  - g. The edition of the code under which the permit was issued.
  - h. The use and occupancy.
  - i. The type of construction as defined in Chapter 6 of the International Building Code.
  - j. The design occupant load.
  - k. If an automatic sprinkler system is provided, whether the sprinkler system is required.
  - l. Any special stipulations or conditions of the building permit.
3. Amend Table R301.2 (a), Climatic and Geographic Design Criteria, as follows:

**Climatic and Geographic Design Criteria**

**IRC Table R301.2(1)**

<b>SUBJECT TO DAMAGE FROM</b>										
<b>ROOF SNOW LOAD</b>	<b>WIND SPEED (mph)</b>	<b>SEISMIC DESIGN CATEGORY</b>	<b>Weathering</b>	<b>Front Line Depth</b>	<b>Termite</b>	<b>WINTER DESIGN TEMP (Degrees)</b>	<b>ICE SHIELD UNDERLAYMENT REQUIRED</b>	<b>FLOOD HAZARDS</b>	<b>AIR FREEZING INDEX (degrees)</b>	<b>MEAN ANNUAL TEMP (degrees)</b>
25	110	D1	Moderate	12"	Slight to Moderate	17	No	Sept. 1, 2016	170	51

4. Add Section R313.2 Automatic Sprinkler System Requirements. A fully automatic residential fire sprinkler system shall be designed, installed, tested, and maintained per N.F.P.A. (National Fire Protection Association) 13, current edition, RCW 18.160 and the approval of the Fire Chief, in all structures subject to this code pursuant to Section R101.2 (including additions and alterations to structures with existing sprinkler systems).

**Section 3. Repeal of OMC 16.04.110.** Olympia Municipal Code Section 16.04.110 is repealed:

**~~Article II. FIRE DISTRICT~~**

**~~16.04.110 Ordinance Creating and Establishing a Fire District~~**

~~The area within the city comprising a Fire District for purposes of this section shall be that area now or hereafter designated on the official zoning map of the city as zoned as bounded by downtown business and as described in the city zoning ordinance.~~

**Section 4. Amendment of OMC 16.06.** Olympia Municipal Code Chapter 16.06 is hereby amended to read as follows:

Chapter 16.06

PROPERTY MAINTENANCE CODE

16.06.000 Chapter Contents

Sections:

16.06.010 International Property Maintenance Code adopted —~~Purpose and Administration.~~

16.06.020 ~~Definitions.~~ Amendments, Deletions, and Additions

16.06.030 ~~General Requirements.~~

16.06.040 ~~Light, Ventilation and Occupancy Limitations.~~

~~16.06.050 Plumbing Facilities and Fixture Requirements.~~

~~16.06.060 Mechanical and Electrical Requirements.~~

~~16.06.070 Fire Safety Requirements.~~

~~16.06.080 Referenced Standards.~~

~~16.06.090 Vacant Property Registration.~~

16.06.010 International Property Maintenance Code Adopted – Purpose and Administration [Email Link](#)

A. ~~PURPOSE~~

The current state adopted edition of the International Property Maintenance Code, 2018 edition as published by the International Code Council, and herein amended by the City of Olympia in OMC 16.06.020, is hereby adopted as the Property Maintenance Code of the City of Olympia for the following purposes: (1) ~~regulating and governing the conditions and maintenance of all property, buildings, and structures; (2) providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; (3) authorizing the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; and (4) providing for the issuance of permits and collection of fees therefore, and each and all of the regulations, provisions, penalties, conditions and terms referred to, adopted, and made a part hereof, as fully set out in this Ordinance.~~ along with the following Appendix:

Appendix A, Boarding Standard

B. ~~ADMINISTRATION GENERAL~~

~~101.1 Title. These regulations shall be known as the Property Maintenance Code of the City of Olympia, hereinafter referred to as "this code."~~

~~101.2 Scope. The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and shall constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of owners, an owner's authorized agent, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.~~

~~101.3 Intent. This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.~~

~~101.4 Severability. If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.~~

## C. — APPLICABILITY

~~102.1 General. The provisions of this code shall apply to all matters affecting or relating to structures and premises, as set forth in Section 101. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern. Where there is a conflict between general requirements and specific requirements, the specific requirements shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.~~

~~102.2 Maintenance. Equipment, systems, devices and safeguards required by this code, or a previous regulation or code under which the structure or premises was constructed, altered or repaired, shall be maintained in good working order. No owner, owner's authorized agent, operator or occupant shall cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or the owner's authorized agent shall be responsible for the maintenance of buildings, structures and premises.~~

~~102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, Uniform Plumbing Code, and NFPA 70 (the currently adopted edition of the National Electrical Code). Nothing in this code shall be construed to cancel, modify or set aside any provision of the City of Olympia Municipal Code.~~

~~Except as otherwise specifically stated, where conflicts occur within this Property Maintenance Code, or between the provisions of this Property Maintenance Code and the Building Code, Fire Code, Existing Building Code, Energy Code, Residential Code, Electrical Code, Zoning Code, or other regulations of the City, the more restrictive shall apply.~~

~~102.4 Existing remedies. The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and unsanitary.~~

~~102.5 Artisanship. Repairs, maintenance work, alterations or installations that are caused directly or indirectly by the enforcement of this code shall be executed and installed in an artisan-like manner and installed in accordance with the manufacturer's installation instructions.~~

~~102.6 Historic buildings. The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the Code Official to be safe and in the public interest of health, safety and welfare.~~

~~102.7 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Section 16.06.080 and considered part of the requirements of this code to the prescribed extent of each such reference.~~

~~102.7.1 Conflicts. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply.~~

~~102.7.2 Provisions in referenced codes and standards. Where there is conflict among this code and a referenced code or standards, the provisions of this code govern.~~

~~102.8 Requirements not covered by code. Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health, and general welfare, not specifically covered by this code, shall be determined by the Code Official or the Code Official's duly authorized representative.~~

~~102.9 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.~~

~~102.10 Other Laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.~~

#### ~~D. — PROPERTY MAINTENANCE INSPECTION~~

~~103.1 General. The Community Planning and Development Department is responsible for property maintenance inspection.~~

~~103.2 Appointment. The Code Official shall be appointed by the appointing authority. The Director of the Community Planning and Development Department shall be the appointing authority for the Department.~~

~~103.3 Code Official. In accordance with the prescribed procedures of the City, and with concurrence of the appointing authority, the Code Official may appoint one or more deputies, to be known as Code Enforcement Officers. Such Code Enforcement Officers have powers as delegated by the Code Official.~~

~~103.4 Liability. The Code Official, the Hearing Examiner, Code Enforcement Officers, and employees charged with the enforcement of this code, while acting for the City in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, may not be held civilly or criminally liable personally, and are hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.~~

~~103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as set forth in Olympia Municipal Code Section 4.36.010 (Building Code review and permit fees) as currently enacted or as amended.~~

#### ~~E. — DUTIES AND POWERS OF THE CODE OFFICIAL~~

~~104.1 General. The Code Official and Code Enforcement Officers shall enforce the provisions of this code. The Code Official shall have authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.~~

~~104.2 Inspections. The Code Official and Code Enforcement Officers shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The Code Official and Code Enforcement Officers are authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.~~

~~104.2.1 Initial Inspection and Enforcement. An initial enforcement inspection shall be undertaken against buildings or properties whenever the Code Official or Code Enforcement Officer has reason to believe that a violation of this code exists; or a complaint is filed with the department by any person.~~

~~104.3 Right of entry. The Code Official and Code Enforcement Officers are authorized to enter the structure or premises at reasonable times to inspect subject to constitutional restrictions on unreasonable searches and seizures. If entry is refused or not obtained, the Code Official or Code Enforcement Officer is authorized to pursue recourse as provided by law. Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the Code Official or Code Enforcement Officer has reasonable cause to believe that there exists in a structure or upon a premises a condition in violation of this code, the Code Official or Code Enforcement Officer is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this code, provided that if such structure or premises is occupied, the Code Official or Code Enforcement Officer shall present credentials to the occupant and request entry. If such structure or premises is unoccupied, the Code Official or Code Enforcement Officer shall first make reasonable effort to locate the owner, owner's authorized agent, or other person having charge or control of the structure or premises and request entry. If entry is refused, the Code Official or Code Enforcement Officer may utilize the remedies provided by law to secure entry.~~

~~104.4 Identification. The Code Official and Code Enforcement Officers shall carry proper identification when inspecting structures or premises in the performance of duties under this code.~~

~~104.5 Notices and orders. The Code Official and Code Enforcement Officers shall issue all necessary notices or orders to ensure compliance with this code.~~

~~104.6 Department records. The Code Official and Code Enforcement Officers shall keep official records of all business and activities of the department specified in the provisions of this code. Such records must be retained in the official records for the period required for retention of public records.~~

#### ~~F.— APPROVAL~~

~~105.1 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this code, the Code Official may grant modifications for individual cases upon application of the owner or owner's authorized agent, provided the Code Official shall first find that special individual reason makes the strict letter of this code impractical, the modification is in compliance with the intent and purpose of~~

this code, and that such modification does not lesson health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

~~105.2 Alternative materials, methods and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative material or method of construction has been approved and complies with all other codes adopted by the City of Olympia. An alternative material or method of construction shall be approved where the Code Official finds that the proposed design is satisfactory and complies with all other codes adopted by the City of Olympia and the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not approved, the Code Official shall respond in writing, stating the reasons the alternate was not approved.~~

~~105.3 Required testing. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the Code Official shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.~~

~~105.3.1 Test methods. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the Code Official shall be permitted to approve appropriate testing procedures performed by an approved agency.~~

~~105.3.2 Test reports. Reports of tests shall be retained by the Code Official for the period required for retention of public records.~~

~~105.4 Material and equipment reuse. The use of used materials that meet the requirements of this code for new materials is permitted. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and approved by the Code Official.~~

~~105.5 Approved materials and equipment. Materials, equipment and devices approved by the Code Official shall be constructed and installed in accordance with such approval.~~

~~105.6 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.~~

## G.—VIOLATIONS

~~106.1 Unlawful acts. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.~~

~~106.2 Notice of violation. The Code Official shall serve a notice of violation or order in accordance with Section 107.~~

~~106.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be subject to the following:~~



a.—~~On first offense, the violation shall constitute a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000), and/or imprisonment not to exceed ninety (90) days or to both such fine and imprisonment. In the event of a continuing violation or failure to comply, the second and subsequent days shall constitute a gross misdemeanor punishable by a fine not to exceed Five Thousand Dollars (\$5,000) and/or imprisonment not to exceed three hundred and sixty-five (365) days or both such time and imprisonment.~~

b.—~~As an additional concurrent penalty, it shall be a civil infraction for a person, firm, or corporation to violate or fail to comply with any term or provision of this title or the terms or provisions of a Notice of Violation issued under OMC Chapter 16.06. A person, firm, or corporation found to have committed a civil infraction shall be assessed a monetary penalty as follows:~~

i.—~~First offense: Class 3 (\$50), not including statutory assessments.~~

ii.—~~Second offense arising out of the same facts as the first offense: Class 2 (\$125), not including statutory assessments.~~

iii.—~~Third offense arising out of the same facts as the first offense: Class 1 (\$250), not including statutory assessments.~~

~~See also OMC Chapter 4.44, Uniform Civil Enforcement.~~

c.—~~If the notice of violation is not complied with, the Code Official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. The costs of any action taken by the City of Olympia on such premises, including but not limited to attorney's fees, contractors, engineers and all other costs of any kind, shall be charged against the real property upon which the structure is located and shall be a lien on such real property in accordance with the procedures set forth in Section 110.3 of this code.~~

~~106.4 Violation penalties. Any person, who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Continuing violation shall mean the same type of violation which is committed within a year of the initial violation.~~

~~106.5 Abatement of violation. The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.~~

## ~~H.—NOTICES AND ORDERS~~

~~107.1 Notice to person responsible. Whenever the Code Official or Code Enforcement Officer determines that there has been a violation of this code or has grounds to believe that a violation has occurred, the Code Official or Code Enforcement Officer shall give notice in the manner prescribed in Sections 107.2-~~

~~and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.~~

~~107.2 Form. Such notice prescribed in Section 107.1 shall be in accordance with all of the following:~~

- ~~1. Be in writing.~~
- ~~2. Include a description of the real estate sufficient for identification.~~
- ~~3. Include a statement of the violation or violations and why the notice is being issued.~~
- ~~4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.~~
- ~~5. Inform the property owner or owner's authorized agent of the right to appeal.~~
- ~~6. Include a statement of the right to file a lien in accordance with Section 106.3.~~

~~107.3 Method of service. Such notice shall be deemed to be properly served if a copy thereof is:~~

- ~~1. Delivered personally;~~
- ~~2. Sent by certified or first class mail addressed to the last known address; or~~
- ~~3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.~~

~~If the whereabouts of any of such person is unknown and the same cannot be ascertained by the Code Official or Code Enforcement Officer in the exercise of reasonable diligence, and the Code Official or Code Enforcement Officer makes an affidavit to that effect, then the serving of such complaint or order upon such persons may be made either by personal service or by mailing a copy of the complaint and order by certified mail, postage prepaid, return receipt requested, to each such person at the address of the building involved in the proceedings, and mailing a copy of the complaint and order by first class mail to any address of each such person in the records of the county assessor or the county auditor for the county where the property is located.~~

~~107.4 Penalties. Penalties for noncompliance with orders and notices shall be as set forth in Section 106.~~

~~107.5 Unauthorized tampering. Signs, tags, or seals posted or affixed by the Code Official or Code Enforcement Officer shall not be mutilated, destroyed or tampered with, or removed without authorization from the Code Official or Code Enforcement Officer.~~

~~107.6 Transfer of ownership. It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner or the owner's authorized agent furnishes the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the Code Official and shall furnish to the Code Official a signed and~~

notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

#### ~~I. UNSAFE STRUCTURES AND EQUIPMENT~~

~~108.1 General. When a structure or equipment is found by the Code Official or their designee to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.~~

~~108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, healthy, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.~~

~~108.1.2 Unsafe equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.~~

~~108.1.3 Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the Code Official or their designee finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.~~

~~108.1.4 Unlawful structure. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.~~

~~108.1.5 Dangerous structure or premises. For the purpose of this code, any structure or premises that have any or all of the conditions or defects described below shall be considered dangerous:~~

~~1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings.~~

~~2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.~~

~~3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.~~

~~4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one-half the original design value.~~

~~5.—The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal of movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.~~

~~6.—The building or structure, or any portion thereof, is clearly unsafe for its intended use and occupancy.~~

~~7.—The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to enter the building or structure for committing a nuisance or an unlawful act.~~

~~8.—Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.~~

~~9.—A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing systems, or otherwise is determined by the Code Official or their designee to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.~~

~~10.—Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical systems, plumbing system or other cause, is determined by the Code Official or their designee to be a threat to life or health.~~

~~11.—Any portion of a building remains on site after the demolition or destruction of the building or structure or whenever the building of any structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.~~

~~108.2 Closing of vacant structures. If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the Code Official or their designee is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner or owner's authorized agent to close up the premises within the time specified in the order, the Code Official or their designee shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and such costs will be recoverable pursuant to the provisions of this code.~~

~~108.2.1 Authority to disconnect service utilities. The Code Official or their designee shall have the authority to authorize disconnections of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in section 102.3 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without approval. The Code Official or their designee shall notify the serving utility and, whenever~~

possible, the owner or owner's authorized agent and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection, the owner, owner's authorized agent or occupant of the building or structure or service system shall be notified in writing as soon as practical thereafter.

108.3 Notice. Whenever the Code Official or their designee has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner, owner's authorized agent or the person or persons responsible for the structure or equipment in accordance with Sections 107.1, 107.2 and 107.3. If the notice pertains to equipment, it shall also be placed on the condemned equipment. The notice shall be in the form prescribed in Section 107.2.

108.4 Placarding. Upon failure of the owner, owner's authorized agent or person responsible to comply with the notice provisions within the time given, the Code Official or their designee shall post on the premises or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

108.4.1 Placard removal. The Code Official or their designee shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the Code Official shall be subject to the penalties provided by this code.

108.5 Prohibited occupancy. Any occupied structure condemned and placarded by the Code Official their designee shall be vacated as ordered by the Code Official or their designee. Any person who shall occupy placarded premises or shall operate placarded equipment, and any owner, owner's authorized agent or person responsible for the premises who shall let anyone occupy placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.

108.6 Abatement methods. The owner, owner's authorized agent, operator or occupant of a building, premises or equipment deemed unsafe by the Code Official or their designee shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

108.7 Record. The Code Official or their designee shall file a report of investigation of unsafe conditions stating the occupancy of the structure and the unsafe condition.

## J.—EMERGENCY MEASURES

109.1 Imminent danger. When, in the opinion of the Code Official or their designee, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the Code Official or their designee is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The Code Official or their designee shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be

~~unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.~~

~~109.2 Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the Code Official or their designee, there is imminent danger due to an unsafe condition, the Code Official their designee shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the Code Official or their designee deems necessary to meet such emergency.~~

~~109.3 Closing streets. When necessary for public safety, the Code Official or their designee shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized.~~

~~109.4 Emergency repairs. For the purposes of this section, the Code Official or their designee shall employ the necessary labor and materials to perform the required work as expeditiously as possible.~~

~~109.5 Costs of emergency repairs. Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises where the unsafe structure is or was located for the recovery of such costs.~~

~~109.6 Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.~~

## K. — DEMOLITION

~~110.1 General. The Code Official or their designee shall order the owner or the owner's authorized agent of any premises upon which is located any structure, which in the Code Official's or their designee's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that is unreasonable to repair the structure, to demolish and remove such structure; and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years that the building or structure has become dangerous as defined in this code, the Code Official or their designee shall order the owner or owner's authorized agent to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless approved by the Code Official or their designee.~~

~~110.2 Notices and orders. All notices and orders shall comply with Section 107.~~

~~110.3 Failure to comply. If the owner of a premises or owner's authorized agent fails to comply with a demolition order within the time prescribed, the Code Official or their designee shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.~~

~~If the party responsible under Section 102.2, or other sections of this Code, fails to comply with the final order to repair, alter, improve, vacate, close, remove, or demolish the dwelling, building structure or premises, the Code Official or their designee may direct or cause such dwelling, building, structure, or premises to be repaired, altered, improved, vacated, and closed, removed, or demolished.~~

~~The amount of the cost of such repairs, alterations or improvements; or vacating and closing; or removal or demolition by the Code Official or their designee, shall be assessed against the real property upon which such cost was incurred unless such amount is previously paid. Upon certification by the Clerk of the City of the assessment amount being due and owing, the county treasurer shall enter the amount of such assessment upon the tax rolls against the property for the current year and the same shall become a part of the general taxes for that year to be collected at the same time and with interest at such rates and in such manner as provided for in Revised Code of Washington 84.56.020, as now or hereafter amended, for delinquent taxes, and when collected to be deposited to the credit of the Building Demolition and Nuisance Abatement revolving fund of the City.~~

~~The assessment shall constitute a lien against the property which shall be of equal rank with state, county and municipal taxes.~~

~~110.4 Salvage materials. When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.~~

#### ~~L.—MEANS OF APPEAL~~

~~111 Means of Appeal. Any person adversely affected or aggrieved by a decision of the Code Official or their designee or a notice or order issued under this code may appeal to the hearings examiner pursuant to the Olympia Municipal Code 18.70.170, provided that a written application for appeal is filed within fourteen (14) days after the day the decision, notice or order was served. An appeal shall be based on a claim that the true intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.~~

### **16.06.020 Definitions**

#### **A.—GENERAL**

~~201.1 Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this section.~~

~~201.2 Interchangeability. Words stated in the present tense include the future; words referring to a specific gender may be extended to any other gender; the singular number includes the plural and the plural, the singular.~~

~~201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the International Building Code, International Fire Code, Olympia Zoning Code, International Plumbing Code,~~

~~International Mechanical Code, State Energy Code, International Fuel Gas Code, International Existing Building Code, or the ICC Electrical Code (NFPA 70), such terms shall have the meanings ascribed to them as stated in those codes.~~

~~201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.~~

~~201.5 Parts. Whenever the words "dwelling unit," "dwelling," "premises," "building," "rooming house," "rooming unit," "housekeeping unit," or "story" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."~~

## ~~B. GENERAL DEFINITIONS~~

~~1. Anchored. Secured in a manner that provides positive connection.~~

~~2. Approved. Approved by the Code Official.~~

~~3. Basement. That portion of a building which is partly or completely below grade.~~

~~4. Bathroom. A room containing plumbing fixtures, including a bathtub or shower.~~

~~5. Bedroom. Any room or space used or intended to be used for sleeping purposes, in either a dwelling or sleeping unit.~~

~~6. Code Official. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.~~

~~7. Condemn. To adjudge unfit for occupancy.~~

~~8. Cost of such demolition or emergency repairs. The cost of shall include the actual costs of the demolition or repair of the structure less revenues obtained if salvage was conducted prior to the demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to the demolition or emergency repairs, such as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a Code Official, the governing body or board of appeals.~~

~~9. Department. The City of Olympia Community Planning and Development Department.~~

~~10. Detached. When a structure element is physically disconnected from another and that connection is necessary to provide a positive connection.~~



- ~~11.— Deterioration. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.~~
- ~~12.— Director. The Director of the City of Olympia Community Planning and Development Department.~~
- ~~13.— Dwelling Unit. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.~~
- ~~14.— Easement. That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above a said lot or lots.~~
- ~~15.— Equipment Support. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.~~
- ~~16.— Exterior Property. The open space on the premises and on adjoining property under the control of owners or operators of such premises.~~
- ~~17.— Garbage. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.~~
- ~~18.— Guard. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.~~
- ~~19.— Habitable Space. Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.~~
- ~~20.— Historic Building. Any building or structure that is one or more of the following:~~
- ~~1.— Listed or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in National Register of Historic Places.~~
  - ~~2.— Designated as historic under an applicable state or local law.~~
  - ~~3.— Certified as a contributing resource within National Register or state or locally designated historic structure.~~
- ~~21.— Housekeeping Unit. A room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.~~
- ~~22.— Imminent Danger. A condition which could cause serious or life-threatening injury or death at any time.~~

~~23.— Infestation. The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests.~~

~~24.— Inoperable Motor Vehicle. A vehicle which cannot be driven upon the public streets for reason including, but not limited to, being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.~~

~~25.— Labeled. Equipment, materials or products to which has been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and whose labeling either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.~~

~~26.— Let For Occupancy or Let. To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement or contract for the sale of land.~~

~~27.— Neglect. The lack of proper maintenance for a building or structure.~~

~~28.— Occupancy. The purpose for which a building or portion thereof is utilized or occupied.~~

~~29.— Occupant. Any individual living or sleeping in a building, or having possession of a space within in a building.~~

~~30.— Openable Area. That part of window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.~~

~~31.— Operator. Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.~~

~~32.— Owner. Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.~~

~~33.— Person. An individual, corporation, partnership or any other group acting as a unit.~~

~~34.— Pest Elimination. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other approved pest elimination methods.~~

~~35.— Premises. A lot, plot or parcel of land, easement or public way, including any structures thereon.~~

- 36.— Public Way. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.
- 37.— Rooming House. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one or two family dwelling.
- 38.— Rooming Unit. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.
- 39.— Rubbish. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.
- 40.— Sleeping Unit. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.
- 41.— Strict Liability Offense. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.
- 42.— Structure. That which is built or constructed or a portion thereof.
- 43.— Tenant. A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.
- 44.— Toilet room. A room containing a water closet or urinal, but not a bathtub or shower.
- 45.— Ultimate deformation. The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.
- 46.— Ventilation. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.
- 47.— Artisanlike. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.
- 48.— Yard. An open space on the same lot with a structure.
- 49.— Weeds. Weeds means all grasses, annual plants, and vegetation, other than trees or shrubs; provided, however, this term does not include cultivated flowers and gardens.

#### **16.06.030 General Requirements**

**A. — GENERAL**

~~301.1 Scope. The provisions of this section shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.~~

~~301.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.~~

~~301.3 Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.~~

**B. — EXTERIOR PROPERTY AREAS**

~~302.1 Sanitation. Exterior property and premises shall be maintained in a clean, safe, and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.~~

~~302.2 Grading and Drainage. Premises shall be graded and maintained to prevent erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.~~

~~EXCEPTION: Approved retention areas and reservoirs.~~

~~302.3 Sidewalks and driveway. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.~~

~~302.4 Weeds, brush, bushes or shrubs, and other vegetation. All property owners, and all persons in control of property, shall keep all exterior property areas, including the planting strip, free from blight and from overgrowth in excess of 12 inches in height, including but not limited to lawn grass, plants, nuisance weeds, blackberries, and other vegetation. All noxious weeds identified on the Thurston County Noxious Weed Control list are prohibited. After service of a notice of violation, a person violating this subsection is subject to OMC ~~16.06.010~~, Section 106.3. Upon failure by the property owner or person in control of property to comply with the notice of violation, any duly authorized employee of the City or contractor hired by the City is authorized to enter upon the property in violation and remove the grass, brush, bushes, noxious weeds, nuisance weeds, etc. growing thereon, and the property owner or person in control of the property shall pay the costs of such removal.~~

~~EXCEPTION: Agricultural areas within the City of Olympia (crops, livestock, farming, etc.) are exempt from this subsection.~~

~~302.5 Rodent harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.~~

~~302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.~~

~~302.7 Accessory structures. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.~~

~~302.8 Motor Vehicles. Except as provided for in other regulations, no inoperative or unlicensed vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth. For purposes of this section "vehicle" is defined in the Revised Code of Washington Section 46.04.670.~~

~~EXCEPTION: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.~~

~~302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate, or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving, or graffiti.~~

~~It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.~~

~~302.10 Recreational vehicles or other vehicles. No recreational vehicle as defined by the Olympia Municipal Code Chapter 18.02.180 or other vehicles shall be used for the purpose of living, sleeping, cooking or any similar use while parked on publicly owned or private property.~~

~~EXCEPTIONS:~~

~~1.—Recreational vehicles lawfully located in manufactured/mobile communities (as defined in RCW 59.20.030) may be used as a primary residence for the purpose of living, sleeping, cooking or similar uses, provided that:~~

~~a.—The recreational vehicle has a Recreational Park Trailer or Recreation Vehicle Label provided by Washington State Department of Labor and Industries (Or its equivalent if from another state).~~

~~b.—The total number of residential units within the community/park does not exceed the number established within the land use approval. A recreational vehicle may replace a manufactured or mobile unit, but additional units require land use approval prior.~~

~~c.— A recreational vehicle is not permitted as an accessory living quarter or an accessory dwelling unit to any other primary residence within the community/park.~~

~~d.— The recreational vehicle must comply with all applicable requirements of the International Building and Fire Codes in effect at the time of application.~~

~~e.— Unless the pad/side is shown on the approved site plan without connection, the recreational vehicle must be connected to the sanitary sewer or an onsite sewage system in compliance with OMC 13.08.090 and all applicable Thurston County regulations.~~

~~2.— Recreational vehicles may be permitted to be used as a temporary residence, provided the criteria and approvals required in OMC 18.04.060(DD) Temporary Uses are satisfied.~~

### ~~302.11 Cargo containers and semi trailers.~~

~~302.11.1 Cargo containers, except as otherwise permitted by Olympia Municipal Code Title 18 shall not be permitted to be used as storage buildings. Cargo containers which are permitted by the land use regulatory code to be used as storage buildings shall be provided with a foundation system that provides adequate clearance from the ground to prevent deterioration and shall be provided with an anchorage system to prevent sliding or overturning by wind or seismic forces prescribed by the building code.~~

~~302.11.2 Semi trailers shall not be used as storage buildings.~~

### ~~302.12 Additional nuisances.~~

~~A.— Causing or allowing any human or animal waste, poison, poison oak or ivy, or noxious substance to be collected or to remain in any place, street, highway, or alley in the City in a manner which is reasonably offensive to the public; or~~

~~B.— Obstructing or encroaching upon or rendering unsafe for passage any public highway, private way, street, sidewalk, trail, alley, park, square, driveway, lake, or stream in the City; or~~

~~C.— Excavating or maintaining on public or private property any hole, excavation or pit which is reasonably dangerous to the public or adjacent property.~~

~~302.13 Swimming pools. A property owner or person in control of property shall maintain any swimming pools pursuant to the Swimming Pool Spa and Hot Tub Code, state building codes, and other applicable federal, state, and local laws. A property owner or person in control of property shall maintain any swimming pool in a clean and sanitary condition and in good repair.~~

### ~~C.— EXTERIOR STRUCTURE~~

~~304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.~~

304.1.1 Unsafe Conditions. The following conditions shall be determined to be unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

1. ~~The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;~~
2. ~~The anchorage of the floor or roof to walls or columns, and of walls and columns to foundation is not capable of resisting all nominal loads or load effects;~~
3. ~~Structures or components thereof that have reached their limit share;~~
4. ~~Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;~~
5. ~~Structural members that have evidence of deterioration or that are not capable of supporting all nominal loads and load effects;~~
6. ~~Foundations systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;~~
7. ~~Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;~~
8. ~~Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;~~
9. ~~Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects;~~
10. ~~Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;~~
11. ~~Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;~~
12. ~~Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or~~

~~13.— Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.~~

~~Exceptions:~~

~~1.— Where substantiated otherwise by an approved method.~~

~~2.— Demolition of unsafe conditions shall be permitted where approved by the code official.~~

~~304.2 Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.~~

~~304.3 Premises identification. Buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position to be legible and visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numerals or alphabetical letters. Numbers shall be a minimum of 4 inches (102 mm) in height with a minimum stroke width of 0.5 inches (12.7 mm).~~

~~Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of private road and the building cannot be viewed from the public way, a monument pole, or other sign or means shall be used to identify the structure. Address identification shall be maintained.~~

~~304.4 Structure members. All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.~~

~~304.5 Foundation walls. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.~~

~~304.6 Exterior walls. All exterior walls shall be free from holes, breaks, dampness, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.~~

~~304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.~~



304.8 Decorative features. Cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

304.9 Overhang extensions. Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

304.10 Stairways, decks, porches and balconies. Every exterior stairway, deck, port and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.11 Chimneys and towers. Chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. Exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

304.12 Handrails and guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing. All glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware

304.15 Doors. All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units, rooming units and guestrooms shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways. Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

304.17 Guards for basement windows. Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

304.18 Building security. Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

304.18.1 Doors. Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall

have a lock throw of not less than 1 inch (25MM). Such deadbolt locks shall be installed according to the manufacture's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

~~304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking devices.~~

~~304.18.3 Basement hatchways. Basement hatchways that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.~~

#### D.—INTERIOR STRUCTURE

~~305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.~~

~~305.1.1 The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:~~

- ~~1.—The nominal strength of any structural member is exceeded by nominal loads, the loads effects or the required strength;~~
- ~~2.—The anchorage of the floor or roof to walls or columns, and of walls and columns to the foundation is not capable of resisting all nominal loads or load effects;~~
- ~~3.—Structures or components thereof that have reached their limit state;~~
- ~~4.—Structural members are incapable of supporting nominal loads and load effects;~~
- ~~5.—Stairs, landings, balconies and similar surfaces, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects;~~
- ~~6.—Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.~~

Exceptions:

~~1. Where substantiated otherwise by an approved method.~~

~~2. Demolition of unsafe conditions shall be permitted when approved by the code official.~~

~~305.2 Structural members. All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.~~

~~305.3 Interior surfaces. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood, mold and other defective surface conditions shall be corrected.~~

~~305.4 Stairs and walking surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.~~

~~305.5 Handrails and guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.~~

~~305.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.~~

#### ~~E. COMPONENT SERVICEABILITY~~

~~306.1 General. The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.~~

~~306.1.1 Unsafe conditions. Where any of the following conditions cause the components or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:~~

~~1. Soils that have been subjected to any of the following conditions:~~

~~1.1 Collapse of footing or foundation system;~~

~~1.2 Damage to footing, foundation, concrete or other structural element due to soil expansion;~~

~~1.3 Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;~~

~~1.4 Inadequate soil as determined by a geotechnical investigation;~~

~~1.5 Where the allowable bearing capacity of the soil is in doubt; or~~

~~1.6 Adverse effects to the footing, foundation, concrete or other structural element due to the ground-water table.~~

~~2. Concrete that has been subjected to any of the following conditions:~~

~~2.1 Deterioration;~~

~~2.2 Ultimate deformation;~~

~~2.3 Fractures;~~

~~2.4 Fissures;~~

~~2.5 Spalling;~~

~~2.6 Exposed reinforcement; or~~

~~3. Aluminum that has been subjected to any of the following conditions:~~

~~3.1 Deterioration;~~

~~3.2 Corrosion;~~

~~3.3 Elastic Deformation;~~

~~3.4 Ultimate deformation;~~

~~3.5 Stress or strain cracks;~~

~~3.6 Joint fatigue; or~~

~~3.7 Detached, dislodged or failing connections.~~

~~4. Masonry that has been subjected to any of the following conditions:~~

~~4.1 Deterioration;~~

~~4.2 Ultimate Deformation;~~

~~4.3 Fractures in masonry or mortar joints;~~

~~4.4 Fissures in masonry or mortar joints;~~

4.5 Spalling;

4.6 Exposed reinforcement;

4.7 Detached, dislodged or failing connections.

5. Steel that has been subjected to any of the following conditions:

5.1 Deterioration;

5.2 Elastic deformation;

5.3 Ultimate deformation;

5.4 Metal fatigue; or

5.5 Detached, dislodged or failing connections.

6. Wood that has been subjected to any of the following conditions:

6.1 Ultimate deformation;

6.2 Deterioration;

6.3 Damage from insects, rodents, and other vermin;

6.4 Fire damage beyond charring;

6.5 Significant splits and checks;

6.6 Horizontal shear cracks;

6.7 Vertical shear cracks;

6.8 Inadequate support;

6.9 Detached, dislodged or failing connections; or

6.10 Excessive cutting and notching.

Exceptions:

~~1.—Where substantiated otherwise by an approved method.~~

~~2.—Demolition of unsafe conditions shall be permitted where approved by the code official.~~

#### ~~F.—HANDRAILS AND GUARDRAILS~~

~~307.1 General. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have guards. Handrails shall not be less than 34 inches high or more than 38 inches high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 36 inches high above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.~~

#### ~~EXCEPTIONS:~~

~~1.—Guards shall not be required where exempted by the adopted building code.~~

~~2.—Guards may be of other heights when allowed by the adopted building code or other historical codes.~~

#### ~~G.—RUBBISH AND GARBAGE~~

~~308.1 Accumulation of rubbish or garbage. Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.~~

~~308.2 Disposal of rubbish. Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.~~

~~308.2.1 Rubbish storage facilities. The owner of every occupied premises shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.~~

~~308.2.2 Refrigerators. Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises without first removing the doors.~~

~~308.3 Disposal of garbage. Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.~~

~~308.3.1 Garbage facilities. The owner of every dwelling shall supply both of the following: an approved mechanical food waste grinder in each dwelling unit; an approved leakproof, covered, outside garbage container.~~

~~308.3.2 Containers. The operator of every establishment producing garbage shall provide, at all times, cause to be utilized, approved leakproof containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal.~~

## H. — EXTERMINATION

~~309.1 Infestation. Structures shall be kept free from insect and rodent infestation. Structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest extermination, proper precautions shall be taken to prevent reinfestation.~~

~~309.2 Owner. The owner of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.~~

~~309.3 Single occupant. The occupant of a one family dwelling or of a single tenant nonresidential structure shall be responsible for pest elimination on the premises.~~

~~309.4 Multiple occupancy. The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and exterior property.~~

~~If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant and owner shall be responsible for pest elimination.~~

~~309.5 Occupant. The occupant of any structure shall be responsible for the continued rodent and pest free condition of the structure.~~

~~EXCEPTION: Where the infestations are caused by defects in the structure, the owner shall be responsible for pest elimination.~~

## **16.06.040 Light, Ventilation and Occupancy Limitations**

### A. — GENERAL

~~401.1 Scope. The provisions of this section shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure.~~

~~401.2 Responsibility. The owner of the structure shall provide and maintain light, ventilation and space conditions in compliance with these requirements. A person shall not occupy as owner-occupant, or permit another person to occupy, any premises that do not comply with the requirements of this section.~~

~~401.3 Alternative devices. In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the International Building Code shall be permitted.~~

### B. — LIGHT

~~402.1 Habitable spaces. Every habitable space shall have at least one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of~~

the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

~~EXCEPTION: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m<sup>2</sup>). The exterior glazing area shall be based on the total floor area being served.~~

~~402.2 Common halls and stairways. Every common hall and stairway in residential occupancies, other than in one and two-family dwellings, shall be lighted at all times with at least equivalent to a 60-watt standard incandescent light bulb for each 200 square feet (19 m<sup>2</sup>) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.~~

~~402.3 Other spaces. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.~~

### C. — VENTILATION

~~403.1 Habitable spaces. Every habitable space shall have at least one operable window. The total operable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area required in Section 402.1~~

~~EXCEPTION: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m<sup>2</sup>). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.~~

~~403.2 Bathrooms and toilet rooms. Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.~~

~~403.3 Cooking facilities. Unless approved through the certificate of occupancy, cooking shall not be permitted in any rooming unit or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in a rooming unit or dormitory unit.~~

#### EXCEPTIONS:

1. — Where specifically approved in writing by the code official.
2. — Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.



403.4 Process ventilation. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust ventilation system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

403.5 Clothes dryer exhaust. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted in accordance with the manufacturer's instructions.

#### D. OCCUPANCY LIMITATIONS

404.1 Privacy. Dwelling units, hotel units, housekeeping units, rooming units and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

404.2 Minimum room widths. A habitable room, other than a kitchen, shall not be less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a clear passageway of not less than 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

404.3 Minimum ceiling heights. Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a clear ceiling height of not less than 7 feet (2134 mm)

##### EXCEPTIONS:

1. In one and two family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not more than 6 inches (152 mm) below the required ceiling height.

2. Basement rooms in one and two family dwellings occupied exclusively for laundry, study or recreation purposes, having a ceiling height of not less than 6 feet 8 inches (2033 mm) with not less than 6 feet 4 inches (1932 mm) of clear height under beams, girders, ducts, and similar obstructions.

3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of 5 feet (1524 mm) or more shall be included.

404.4 Bedroom and living room requirements. Every bedroom and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room Area. Every living room shall contain at least 120 square feet (11.2 m<sup>2</sup>) and every bedroom shall contain at least 70 square feet (6.5 m<sup>2</sup>).

404.4.2 Access from bedrooms. Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.

EXCEPTIONS: Units that contain fewer than two bedrooms.

~~404.4.3 Water closet accessibility. Every bedroom shall have access to at least one water closet and one lavatory without passing through another bedroom. Every bedroom in a dwelling unit shall have access to at least one water closet and lavatory located in the same story as the bedroom or an adjacent story.~~

~~404.4.4 Prohibited occupancy. Kitchens and nonhabitable spaces shall not be used for sleeping purposes.~~

~~404.4.5 Other requirements. Bedrooms shall comply with the applicable provisions of this code including, but not limited to, the light, ventilation, room area, ceiling height and room width requirements of this section; the plumbing facilities and water heating facilities requirements of Section 16.06.050; the heating facilities and electrical receptacle requirements of Section 16.06.060; and the smoke detector and emergency escape requirements of Section 16.06.070.~~

~~404.5 Overcrowding. The number of persons occupying a dwelling unit shall not create conditions that, in the opinion of the code official, endanger the life, health, safety or welfare of the occupants.~~

~~404.6 Efficiency unit. Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:~~

~~1.— A unit occupied by not more than one occupant shall have a minimum clear floor area of 120 square feet (11.2 m<sup>2</sup>). A unit occupied by not more than two occupants shall have a clear floor area of not less than 220 square feet (20.4 m<sup>2</sup>). A unit occupied by three occupants shall have a clear floor area of not less than 320 square feet (29.7 m<sup>2</sup>). These required areas shall be exclusive of the areas required by Items 2 and 3.~~

~~2.— The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than 30 inches (762 mm) in front. Light and ventilation conforming to this code shall be provided.~~

~~3.— The unit shall be provided with a separate bathroom containing a water closet, lavatory and bathtub or shower.~~

~~4.— The maximum number of occupants shall be three.~~

~~404.7 Food preparation. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.~~

## **~~16.06.050 Plumbing Facilities and Fixture Requirements~~**

### **~~A.— GENERAL~~**

~~501.1 Scope. The provisions of this section shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.~~

~~501.2 Responsibility. The owner of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any structure or premises which does not comply with the requirements of this section.~~

## ~~B. — REQUIRED FACILITIES~~

~~502.1 Dwelling units. Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet isolated. A kitchen sink shall not be used as a substitute for the required lavatory.~~

~~502.2 Rooming houses. Not less than one water closet, lavatory and bathtub or shower shall be supplied for each four rooming units.~~

~~502.3 Hotels. Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each ten occupants.~~

~~502.4 Employees' facilities. A minimum of one water closet, one lavatory and one drinking facility shall be available to employees.~~

~~502.4.1 Drinking facilities. Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in toilet rooms or bathrooms.~~

~~502.5 Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the Uniform Plumbing Code. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during occupancy of the premises.~~

## ~~C. — TOILET ROOMS~~

~~503.1 Privacy. Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared bathrooms and toilet rooms in a multiple dwelling.~~

~~503.2 Location. Toilet rooms and bathrooms serving hotel units, rooming units or dormitory units or housekeeping units, shall have access by traversing not more than one flight of stairs and shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.~~

~~503.3 Location of employee toilet facilities. Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152-m). Employee facilities shall either be separate facilities or combined employee and public facilities.~~

~~EXCEPTION: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.~~

~~503.4 Floor surface. In other than dwelling units, every toilet room floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.~~

#### ~~D. — PLUMBING SYSTEMS AND FIXTURES~~

~~504.1 General. All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.~~

~~504.2 Fixture clearances. Plumbing fixtures shall have adequate clearances for usage and cleaning.~~

~~504.3 Plumbing system hazards. Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, inadequate venting, cross-connection, backsiphonage, improper installation, deterioration or damage or for similar reasons, the code official require the defects to be corrected to eliminate the hazard.~~

#### ~~E. — WATER SYSTEM~~

~~505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the Uniform Plumbing Code.~~

~~505.2 Contamination. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric type vacuum breaker or an approved permanently attached hose connection vacuum breaker.~~

~~505.3 Supply. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.~~

~~505.4 Water heating facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 110°F (43°C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.~~

## F. — SANITARY DRAINAGE SYSTEM

506.1 General. All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.

506.2 Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

506.3 Grease interceptors. Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacture's installation instructions. Grease interceptors and automatic removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. Records of maintenance, cleaning and repairs shall be available for inspection by the code official upon request.

## G. — STORM DRAINAGE

507.1 General. Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

## **16.06.060 Mechanical and Electrical Requirements**

### A. — GENERAL

601.1 Scope. The provisions of this section shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility. The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises which does not comply with the requirements of this section.

### B. — HEATING FACILITIES

602.1 Facilities required. Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in Appendix D of the Uniform Plumbing Code. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.

**EXCEPTION:** In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the

occupants thereof shall supply heat to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms, and toilet rooms.

**EXCEPTIONS:**

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the Uniform Plumbing Code.

2. In areas where the average monthly temperature is above 30°F ( 1°C) a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

**EXCEPTIONS:**

1. Processing, storage and operation areas that require cooling or special temperature conditions.

2. Areas in which persons are primarily engaged in vigorous physical activity.

602.5 Room temperature measurements. The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

**C. MECHANICAL EQUIPMENT**

603.1 Mechanical appliances. All mechanical appliances, fireplaces, solid fuel burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products. All fuel burning equipment and appliances shall be connected to an approved chimney or vent.

**EXCEPTION:** Fuel burning equipment and appliances which are labeled for unvented operation.

603.3 Clearances. All required clearances to combustible materials shall be maintained.

603.4 Safety controls. All safety controls for fuel burning equipment shall be maintained in effective operation.

603.5 Combustion air. A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel burning equipment shall be provided for the fuel burning equipment.

~~603.6 Energy conservation devices. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to fuel the supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless labeled for such purpose and the installation is specifically approved.~~

#### ~~D. — ELECTRICAL FACILITIES~~

~~604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.~~

~~604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the ICC Electrical Code (NFPA 70). Dwelling units shall be served by a three-wire, 120/240-volt, single-phase electrical service having a rating of not less than 60 amperes.~~

~~604.3 Electrical system hazards. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.~~

~~604.3.1 Abatement of electrical hazards associated with water exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.~~

~~604.3.1.1 Electrical equipment. Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low voltage fuses, luminaires, ballasts, motor and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the International Building Code and the National Electrical Code (NFPA 70).~~

#### ~~E. — ELECTRICAL EQUIPMENT~~

~~605.1 Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.~~

~~605.2 Receptacles. Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain at least one receptacle. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection.~~

~~605.3 Luminaires. Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain at least one electric luminaire.~~

~~605.4 Wiring. Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.~~

#### ~~F. — ELEVATORS, ESCALATORS AND DUMBWAITERS~~

~~606.1 General. Elevators, dumbwaiters and escalators shall be maintained in compliance with American Society of Mechanical Engineers (ASME) A17.1. The most current certification of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter; or the certificate shall be available for public inspection in the office of the building operator. The inspection and tests shall be performed at not less than the periodical intervals listed in ASME A-17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.~~

~~606.1.1 Elevators, Escalators and Dumbwaiters shall comply with the State Department of Labor and Industries inspection and operation requirements.~~

~~606.2 Elevators. In buildings equipped with passenger elevators, at least one elevator shall be maintained in operation at all times when the building is occupied.~~

~~EXCEPTION: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.~~

## ~~G. — DUCT SYSTEMS~~

~~607.1 General. Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.~~

## **16.06.070 Fire Safety Requirements**

### ~~A. — GENERAL~~

~~701.1 Scope. The provisions of this section shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided.~~

~~701.2 Responsibility. The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as owner occupant or permit another person to occupy any premises that do not comply with the requirements of this section.~~

### ~~B. — MEANS OF EGRESS~~

~~702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the International Fire Code.~~

~~702.2 Aisles. The required width of aisles in accordance with the International Fire Code shall be unobstructed.~~

~~702.3 Locked doors. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the International Building Code.~~

~~702.4 Emergency escapes openings. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue~~



openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

#### C. — FIRE RESISTANCE RATINGS

703.1 Fire-resistance-rated assemblies. The required fire-resistance rating of fire-resistance-rated walls, fire-stops, shaft enclosures, partitions and floors shall be maintained.

703.2 Opening protectives. Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

#### D. — FIRE PROTECTION SYSTEMS

704.1 General. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the International Fire Code.

704.1.1 Automatic sprinkler system. Inspection, testing and maintenance of automatic sprinkler systems shall be in accordance with NFPA 25.

704.1.2 Fire department connection. Where the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" not less than 6 inches (152mm) high and words in letters not less than 2 inches (51mm) high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire code official.

704.2 Single and multiple station smoke alarms. Single or multiple station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sections 704.2.1 through 704.2.3.

704.2.1 Where required. Existing Group I-1 and R occupancies shall be provided with single station smoke alarms in accordance with Section 704.2.1.1 through 704.2.1.4. Interconnection and power source shall be in accordance with Sections 704.2.2 and 704.2.3.

#### Exceptions:

1. — Where the code that was in effect at the time of construction required smoke alarms and smoke alarms complying with those requirements are already provided.
2. — Where smoke alarms have been installed in occupancies and dwellings that were not required to have them at the time of construction, additional smoke alarms shall not be required provided the that existing smoke alarms comply with requirements that were in effect at the time of construction.

3.— Where smoke detectors connected to a fire alarm system have been installed as a substitute for smoke alarms.

704.2.1.1 Group R-1. Single or multiple station smoke alarms shall be installed in all of the following locations in Group R-1:

1.— In sleeping areas.

2.— In every room in the path of the means of egress from sleeping area to the door leading from the sleeping unit.

3.— In each story within the sleeping unit, including basements. For sleeping units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

704.2.1.2 Groups R-2, R-3, R-4 and I-1. Single or multiple station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4, and I-1 regardless of occupant load at all of the following locations:

1.— On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of the bedrooms.

2.— In each room used for sleeping purposes.

3.— In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

704.2.1.3 Installation near cooking appliances. Smoke alarms shall not be installed in the following locations unless this would prevent placement of a smoke alarm in a location required by Section 704.2.1.1 or 704.2.1.2:

1.— Ionization smoke alarms shall not be installed less than 20 feet (6096mm) horizontally from permanently installed cooking appliances.

2.— Ionization smoke alarms with an alarm silencing switch shall not be installed less than 10 feet (3048 mm) horizontally from a permanently installed cooking appliance.

3.— Photoelectric smoke alarms shall not be installed less than 6 feet (1829mm) horizontally from a permanently installed cooking appliance.

704.2.1.4 Installation near bathrooms. Smoke alarms shall be installed not less than 3 feet (914mm) horizontally from the door or opening of a bathroom that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by Section 704.2.1.1 or 704.2.1.2.

~~704.2.2 Interconnection. Where more than one smoke alarm is required to be installed within an individual dwelling or sleeping unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnections of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.~~

~~Exceptions:~~

~~1.— Interconnection is not required in buildings that are not undergoing alterations, repairs or construction of any kind.~~

~~2.— Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for interconnection without the removal of interior finishes.~~

~~704.2.3 Power source. Single station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with a battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.~~

~~Exceptions:~~

~~1.— Smoke alarms are permitted to be solely battery operated in existing buildings where no construction is taking place.~~

~~2.— Smoke alarms are permitted to be solely battery operated in buildings that are not served from a commercial power source.~~

~~3.— Smoke alarms are permitted to be solely battery operated in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior walls or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for building wiring without the removal of interior finishes.~~

~~704.2.4 Smoke detection system. Smoke detectors listed in accordance with UL268 and provided as part of the buildings fire alarm system shall be an acceptable alternative to single and multiple station smoke alarms and shall comply with the following:~~

~~1.— The fire alarm shall comply with all applicable requirements in Section 907 of the International Fire Code.~~

~~2.— Activation of a smoke detector in a dwelling or sleeping unit shall initiate alarm notification in the dwelling or sleeping unit in accordance with Section 907.5.2 of the International Fire Code.~~

3.— Activation of a smoke detector in a dwelling or sleeping unit shall not activate alarm notification appliances outside of the dwelling or sleeping unit, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.5 of the International Fire Code.

**16.06.080 Reference Standards**

This section lists the standards that are referenced in various sections of this code. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the sections or sections of this code that reference the standard. The application of the referenced standards shall be as specified in Section 102.7.

<b>Standard Reference Number</b>	<b>Title</b>	<b>Referenced in Code Section Number</b>
ASME A17.1/CSA B44-2013	Safety Code for Elevators and Escalators	606.1
ASTM F1346-91 (2010)	Performance Specifications for Safety Covers and Labeling Requirements for all Covers for Swimming Pools, Spas and Hot Tubs.	303.2
ICC IBC 15	International Building Code	102.3, 201.3, 401.3, 702.3
ICC IEBC 15	International Existing Building Code	305.1.1, 306.1.1
IFC 15	International Fire Code	201.3, 604.3.1.1, 604.3.2.1, 702.1, 702.2, 704.1, 704.2
IFGC 15	International Fuel Gas Code	102.3
IMC 15	International Mechanical Code	102.3, 201.3
UPC 15	International Plumbing Code	201.3, 505.1, 602.2, 602.3
IRC 15	International Residential Code	102.3, 201.3
NFPA 25-14	Standard for the Inspection, Testing and Maintenance of Water based Fire Protection Systems	704.1.1
NFPA 70-14	National Electrical Code	102.4, 201.3, 604.2

**16.06.020 Amendments, Deletions, and Additions**

The following sections of the International Property Maintenance Code, as adopted in OMC 16.06.010, are amended as follows:

101.1 Title.

These regulations shall be known as the International Property Maintenance Code of [NAME OF JURISDICTION] the City of Olympia, hereinafter referred to as "this code."

102.3 Application of other codes.

Repairs, additions, or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Uniform Plumbing Code and NFPA 70. Nothing in this code shall be construed to cancel, modify, or set aside any provision of the International Zoning Code Unified Development Code for the City of Olympia in OMC Title 18.

#### ~~103.1 Creation of agency.~~

~~The [INSERT NAME OF DEPARTMENT] is hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.~~

#### 104.1 Fees.

The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as established by the applicable governing authority, set forth in OMC 4.36.010 Building code review and permit fees as currently enacted or amended.

#### 104.2 Refunds.

~~The code official is authorized to establish a refund policy. The refund policy established by the code official for this section shall be set forth in OMC 4.36.010 Building code review and permit fees.~~

### SECTION 107

#### MEANS OF APPEAL

##### 107.1 General.

In order to hear and decide appeals of orders, decisions, or determinations made by the code official relative to the application and interpretation of this code, ~~there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the applicable governing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the code official.~~, appeals be made to the hearing examiner pursuant to OMC 18.70.170, provided that a written application for appeal is filed within fourteen (14) days after the day the decision and notice or order was served.

##### [A] 107.2 Limitations of authority.

An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent or better form of construction is proposed. ~~The board hearings examiner shall does~~ not have authority to waive requirements of this code or interpret the administration of this code.

##### ~~107.3 Qualifications.~~

~~The board of appeals shall consist of members who are qualified by experience and training and are not employees of the jurisdiction.~~

##### 107.4 Administration.

The code official shall take immediate action in accordance with the decision of the board hearings examiner.

### SECTION 108

#### BOARD OF APPEALS

[A] 108.1 Membership of board.

The board of appeals shall consist of not less than three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The code official shall be an ex officio member but shall not vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.

109.3 Prosecution of ~~v~~Violations.

Any person failing to comply with a notice of violation or order served in accordance with Section 111.4 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

A person or entity that violates or fails to comply with any term or provision of this title, or the terms or provisions of a Notice of Violation issued under OMC Chapter 16.06, commits a civil infraction and is subject to a monetary penalty as follows:

- i. First offense: Class 3 (\$50), not including statutory assessments.
- ii. Second offense arising out of the same facts as the first offense: Class 2 (\$125), not including statutory assessments.
- iii. Third offense arising out of the same facts as the first offense: Class 1 (\$250), not including statutory assessments.

See also OMC Chapter 4.44, Uniform Civil Enforcement.

Each day that a violation continues after due notice has been served is a separate violation. Continuing violation means the same type of violation which is committed within a year of the initial violation.

c. If a person or entity fails to comply with a Notice of Violation, the Code Official shall may institute the appropriate legal proceeding to restrain, correct, or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. The costs of any action taken by the City of Olympia on such premises, including attorney's fees, contractors, engineers, and all other costs of any kind, must be charged against the real property upon which the structure is located and are a lien on such real property in accordance with the procedures set forth in Section 113.3 of this code.

109.4 Violation penalties.

Any person who ~~shall~~ violates a provision of this code, or fails to comply therewith, or with any of the requirements thereof, ~~shall may~~ be prosecuted within the limits provided by state or local laws. ~~Each day that a violation continues after due notice has been served shall be deemed a separate offense.~~

111.1.5 Dangerous structure or premises.

For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings.

2.The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

3.Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

4.Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

5.The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

6.The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

7.The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act: enumerated in OMC 8.24.020 Behavioral public nuisance on land and buildings declared.

8.Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

9.A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

10.Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

11.Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

### 301.3 Vacant structures and land.

Vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety: and must be registered in accordance with OMC 16.06.030 Vacant Property Registration.

### 302.4 Weeds.

Premises and exterior property shall be maintained free from weeds or plant growth in excess of ~~JURISDICTION TO INSERT HEIGHT IN INCHES~~ 12 inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 108.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut

and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

EXCEPTION: Agricultural areas within the City of Olympia (crops, livestock, farming, etc.) are exempt from this subsection.

### 302.8 Motor vehicles.

Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth. For purposes of this section "vehicle" is defined in the Revised Code of Washington Section 46.04.670.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

### 302.10 Recreational vehicles and other vehicles.

No recreational vehicle as defined by the Olympia Municipal Code Chapter 18.02.180 or other vehicles defined in the Revised Code of Washington Section 46.04.670 shall be used for the purpose of living, sleeping, cooking, or any similar use while parked on publicly owned or private property.

#### Exceptions:

1. A Recreational vehicles lawfully located in manufactured/mobile communities (as defined in RCW 59.20.030) may be used as a primary residence for the purpose of living, sleeping, cooking, or similar uses, provided that:
  - a. The recreational vehicle has a Recreational Park Trailer or Recreation Vehicle Label provided by Washington State Department of Labor and Industries (Or its equivalent if from another state).
  - b. The total number of residential units within the community/park does not exceed the number established within the land use approval. A recreational vehicle may replace a manufactured or mobile unit, but additional units require land use approval prior.
  - c. A recreational vehicle is not permitted as an accessory living quarter or an accessory dwelling unit to any other primary residence within the community/park.
  - d. The recreational vehicle must comply with all applicable requirements of the International Building and Fire Codes in effect at the time of application.
  - e. Unless the pad/side is shown on the approved site plan without connection, the recreational vehicle must be connected to the sanitary sewer or an onsite sewage system in compliance with OMC 13.08.090 and all applicable Thurston County regulations.

2. Recreational vehicles may be permitted to be used as a temporary residence, provided the criteria and approvals required in OMC 18.04.060(DD) Temporary Uses are satisfied.

### 302.11 Cargo containers and semi-trailers

1. Cargo containers, except as otherwise permitted by Olympia Municipal Code Title 18, may not be used for storage. Cargo containers which are permitted by the land use regulatory code to be used as storage buildings shall must be provided with a foundation system that provides adequate clearance from the ground to prevent deterioration and must be provided with an anchorage system to prevent sliding or overturning by wind or seismic forces prescribed by the building code.

2. Semi trailers may not be used for storage.



302.12 Additional nuisances.

1. Causing or allowing any human or animal waste, poison, poison oak or ivy, or noxious substance to be collected or to remain in any place, street, highway, or alley in the City; or
2. Obstructing or encroaching upon or rendering unsafe for passage any public highway, private way, street, sidewalk, trail, alley, park, square, driveway, lake, or stream in the City; or
3. Excavating or maintaining on public or private property any hole, excavation, or pit that is dangerous to the public or adjacent property.

**16.06.090-030 Vacant Property Registration**

A. GENERAL

901.1 Intent. It is the purpose and intent of the Olympia City Council to establish an vacant real property registration program to ensure that the owners of certain vacant properties are known by the City and other interested parties and can be reached if necessary; to ensure that owners of vacant properties are aware of the property maintenance codes and regulations; and to ensure that owners meet the minimum standards of maintenance of vacant properties.

901.2 Requirement to Register Certain Vacant Properties. An owner of, lender for, or other person responsible for a property that is vacant and uninhabited or vacant and in default (or both) shall register such property with the City of Olympia.

901.3 Definitions. For the purposes of this chapter, the following words and phrases are defined as follows:

1. "Accessible" means a property that is accessible through a compromised or breached gate, fence, wall, or similar condition or a structure or building that is unsecured or breached (or both) in such a way as to allow access to the interior space by unauthorized persons.
2. "Beneficiary" means a lender or holder of a note secured by a deed of trust.
3. "Borrower" means any owner as defined in this section who becomes obligated on a real estate loan agreement, either directly or indirectly, and includes mortgagors, vendees under conditional land sales contracts, and grantors under trust deeds.
4. "City" means City of Olympia.
5. "Days" means consecutive calendar days.
7. "Deed of trust" means an instrument by which title to real estate is transferred to a third-party trustee as security for a real estate loan and often used in Washington instead of a mortgage. This definition applies to any and all subsequent deeds of trust, i.e., second trust deed or third trust deed.
7. "Deed in lieu of foreclosure/sale" means a recorded document that transfers ownership of property from the borrower to the lender in lieu of foreclosure, including a trustor to the holder of a deed of trust upon consent of the beneficiary of the deed of trust.
8. "Default" means the failure to fulfill a contractual obligation, monetary, or conditional.
9. "Director" means the Director of Community Planning and Development or the Director's designee.
10. "Downtown Core" means the Downtown Olympia Historic District and its vicinity that exhibits storefronts, building designs, and historic character consistent with the Historic District.

11. "Evidence of vacancy" means any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is vacant and not occupied by authorized persons. Such conditions include, for example, overgrown or dead vegetation; accumulation of newspapers, circulars, flyers or mail; past due utility notices or disconnected utilities; accumulation of trash, junk, or debris; statements by neighbors, passersby, delivery agents, or government employees that the property is vacant; and for residential properties, the absence of window coverings such as curtains, blinds, or shutters; the absence of furnishings or personal items consistent with residential habitation.
12. "Foreclosure" means the foreclosure process by which a property, placed as security for a real estate loan, is sold at auction and a deed of trust foreclosure or a judgment is obtained to satisfy the debt if the borrower defaults on the real estate loan.
13. "Lender" means any person who makes, extends, or holds a real estate loan agreement and includes a mortgagee; a beneficiary under a deed of trust; an underwriter under a deed of trust; a vendor under conditional land sales contracts; a trustee; and a successor in interest to any mortgagee, beneficiary, vendor, or trustee. The term also includes any mortgagee, beneficiary, or trustee that accepts a deed in lieu of foreclosure.
14. "Local" means within Thurston County.
15. "Notice of default" means a default has occurred under a deed of trust and that the beneficiary intends to proceed with a trustee's sale.
16. "Out of area" means outside Thurston County.
17. "Owner" means any natural person, partnership, association, corporation, or other entity having legal title in real property, including any borrower as defined in this section.
18. "Property" means any unimproved or improved, residential or commercial real property, or portion thereof, situated in the City, and includes the buildings or structures located on the property regardless of condition.
19. "Responsible person" or "person responsible" means any person, partnership, association, corporation, or fiduciary having legal or equitable title to, or any interest in, any real property, including an owner, borrower, or lender as defined in this section, or a lessee of leased property, if the lessee is responsible for property maintenance.
20. "Securing" or "secure" means such measures as may be directed by the Director that assist in rendering the property inaccessible to unauthorized persons, including the repairing of fences and walls, chaining or padlocking of gates, and the repair, replacement, or boarding of doors, windows, or other openings.
21. "Trustee" means the person, partnership, firm, corporation, or other entity holding a deed of trust to a property.
22. "Trustor" means a borrower under a deed of trust, who deeds property to a trustee as security for the payment of a debt.
23. "Vacant" means a property that is not legally occupied.
24. "Vacant and in default" means a property that has been vacant and any one or more of the following apply to property: (1) it is under a current notice of default or notice of trustee's sale (or both); (2) it is the subject of a pending tax assessor's lien sale; (3) it has been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; or (4) it has been transferred under a deed in lieu of foreclosure or sale.

25. "Vacant and uninhabited" means a property that has been vacant with no water or sewer utilities provided to the property for six continuous months or more.

#### 901.4 Administration.

The Director shall administer this chapter and shall promulgate procedures to administer the registration, maintenance, security, and related provisions as authorized in this chapter. The Director may establish reasonable fees for services provided under the program. Fines and penalties for violations are set by the City Council and are set forth in OMC ~~16.06.010(G)~~ 16.06.020.109.

#### 901.5 Maintenance.

The owner of, lender for, or other person responsible for any vacant property shall properly maintain, secure, and post such property as required by this chapter. This obligation is in addition to any other applicable requirement of this code or other law.

#### 901.6 Responsible Party – Local Property Manager.

a. Responsible Party. When any act as required under this chapter applies to more than one of an owner, lender, or other responsible person, one or more or all are responsible for performing such act and may be charged with a violation of this chapter for failure to act. If information is required to be provided, then all must provide such information. However, it is sufficient if the performance of the act or the providing of information is accomplished by anyone.

b. Local Property Manager. If the owner, lender, or other person responsible for a property subject to the registration requirement of subsection 901.2, above, is a corporation or resides or has a principal place of business out of area, the owner, lender, or other person responsible shall retain a local property manager authorized to act to comply with this chapter.

#### 901.7 Registration Contents. Each registration must contain the following:

- a. Information for both the beneficiary and trustee: name (corporation or individual);
- b. The street or office address (not a post office box) and, if different, the mailing address;
- c. A direct contact name (a person representing a corporation or an individual);
- d. Contact information for the person handling the foreclosure or vacant property registration (email and phone number); and
- e. In the case of a corporation or out of area owner, lender, or other responsible person, the telephone number and other contact information of the local property manager authorized to act to comply with this chapter.

#### 901.8 Registration Outlines.

- a. A registration is valid for one ~~calendar~~ year following the date on which registration is initially submitted to the City. Subsequent registrations are required and due each year thereafter on the anniversary of the submittal date of the initial registration until such time as the property is transferred or becomes legally occupied.
- b. An owner, lender, or other responsible person who is required to register a property pursuant to this chapter shall keep such property registered and shall comply with all the maintenance, security, and posting requirements of this chapter for the entire time such property remains vacant and in default or vacant and uninhabited.

c. When a property subject to the registration requirement of subsection 901.2, above, becomes occupied or title is transferred, the prior owner, lender, or other responsible person shall notify the Director in writing within 14 days of the occupancy or transfer.

d. Any owner, lender, or other responsible person required to register a property pursuant to this chapter shall report any change of information contained in the registration within 14 days of the change.

#### 901.9 Property Inspection.

a. An owner of, lender for, or other person responsible for a property subject to the registration requirement of subsection 901.2, above, shall conduct, or cause to be conducted, an inspection of such property on a monthly basis. Such inspection is to verify that the property is still vacant and in default or vacant and uninhabited and whether the maintenance, security, posting and other requirements of this chapter, and any other applicable laws, are being met.

b. If a property is not vacant, but is in default, the lender shall inspect, or cause to be inspected, the property monthly to determine whether the property has become vacant and in default until (1) the borrower or other party remedies the default; or (2) the foreclosure is completed and ownership is transferred to a new owner who is not the former beneficiary or another lender; or (3) it is found to be vacant or shows evidence of vacancy, at which time it is deemed vacant and in default, and the lender shall, within 14 days of that inspection, register the property with the Director on forms or in the manner provided by the City.

c. The lender shall continue to inspect, or cause to be inspected, the property after a foreclosure sale where the title was transferred to the beneficiary of a deed of trust involved in the foreclosure, or the underwriter of the deed of trust, or any other person or entity who held a security interest in the property, and any property transferred under a deed in lieu of foreclosure/sale. If upon inspection the property is found to be vacant, it is automatically deemed vacant and in default and must be registered within 14 days as required in this chapter.

d. The owner, lender, or other responsible person shall report the result each of these inspections to the City as required by the Director.

e. Inspections conducted pursuant to this chapter are intended only for the purposes set forth in this chapter and not for purposes of triggering disclosure obligations to potential real property purchasers

#### 901.10 Maintenance Requirements.

a. An owner of, lender for, or other person responsible for any vacant property shall maintain and keep such property free of nuisance conditions including:

1. Weeds, overgrown vegetation, trash, junk, debris, building materials, and junk vehicles.
2. Accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), and discarded personal items including, furniture, clothing, and appliances.
3. Graffiti, tagging, or similar markings, which must be removed or painted over with an exterior grade paint that matches or coordinates with the color of the exterior of the structure.
4. In the downtown core, conditions that do not maintain and preserve the historic aesthetics and character (windows free of obstruction, graffiti, etc.).

b. An owner of, lender for, or person responsible for any vacant property shall:

1. Maintain the property's yard in accordance with City requirements and standards;

2. Secure any pond, pool, or hot tub and ensure that it does not become a nuisance or a danger to the public;
3. Take any other action necessary to prevent giving the appearance that the property is abandoned; and
4. Register the property with the City of Olympia Police Department trespass program.

#### 901.11 Securing and Posting Requirements.

a. Securing. An owner of, lender for, or other person responsible for any vacant property shall secure such property to prevent access by unauthorized persons, including the following: the closure and locking of windows, doors (walk-through, sliding, and garage), gates, and any other opening of such size that it may allow a child or any other person to access the interior of the property and or structure. Securing also includes boarding up as applicable. Material used for boarding up must be painted with an exterior grade paint that matches or coordinates with the color of the exterior of the structure.

b. Posting. An owner of, lender for, or other person responsible for any vacant property shall post the name and 24-hour contact phone number of the local property manager. The posting must be no less than 18 inches by 24 inches, and must be of a font that is legible from a distance of 45 feet, and must contain, along with the name and a 24-hour contact number, the words:

"THIS PROPERTY MANAGED BY [insert name]" and

"TO REPORT PROBLEMS OR CONCERNS CALL [insert local telephone number]."

The posting must be placed on the interior of a window facing the street to the front of the property so it is visible from the street, or secured to the exterior of the building or structure facing the street to the front of the property so it is visible from the street, or, if no such area exists, on a stake of sufficient size to support the posting in a location that is visible from the street to the front of the property but not readily accessible to vandals. Exterior posting must be constructed of, and printed with, weather resistant materials.

#### 901.12 Enforcement.

a. In the event the Director finds an owner of, lender for, or other person responsible for a property subject to the registration requirement of subsection 901.2, above, has failed to meet the maintenance, securing, or posting requirements of this chapter, the Director shall send notice of said failure to the owner, lender, or other responsible person at the address listed on the tax rolls of the County or at such other address as may be known to the Director. The notice must set out the nature of the failure(s) to be corrected and must give the owner, lender, or other responsible person no more than 14 days from the date of the notice to correct the failure, unless an imminent danger exists in which case the Director may require the owner, lender, or other responsible person to take immediate action to cure the condition creating the imminent danger. In the event the owner, lender, or other responsible person fails to remedy the matters within the time set out in the notice (or make, in the view of the Director, adequate arrangements otherwise) the City may seek enforcement pursuant to OMC 4.44.06, and any other applicable City code or state law.

b. Violations of this chapter constitute a public nuisance and in addition to the provisions of this chapter, may be enforced pursuant to chapter [4.44](#) OMC - Uniform Civil Enforcement, chapter [16.10](#) OMC - City Building Code, chapter [16.32](#) OMC - City Fire Code, chapter [16.06](#) OMC - Property Maintenance/Nuisance Properties, and any other applicable City code or state law.

#### 901.13 Vacant properties subject to City code enforcement action.

The owner of, lender for, or other person responsible for a vacant property that has been boarded up or otherwise secured by the City or its contractor as a result of City code enforcement action is not as a result of such action relieved of the obligation to comply with all applicable requirements of this code, including the maintenance requirements of subsection 901.10, above, and the securing and posting requirements of subsection 901.11, above.

#### 901.14 Additional maintenance and security.

In addition to the enforcement remedies established in this chapter and applicable City code, the Director may require the owner of, lender for, or other person responsible for a property subject to the registration requirement of subsection 901.2, above, to implement additional maintenance or security measures, including securing all doors, windows, or other openings, installing additional security lighting, increasing on-site inspection frequency, employment of an on-site security guard, disconnecting utilities, or any other measures as may be reasonably calculated to arrest the decline of the property, prevent unauthorized entry, or ensure maintenance of the property in accordance with this code.

#### 901.15 Abatement of nuisance on property that is abandoned and in mid-foreclosure.

When the City sends notice to a mortgage servicer that a property has been determined to be abandoned, in mid-foreclosure, and a nuisance pursuant to chapter [7.100](#) RCW, the mortgage servicer must abate the nuisance identified in such notice within 14 days of the mortgage servicer's receipt of the notice. If the mortgage servicer has not abated the nuisance within 14 days, the City may enter and abate the nuisance and the City may recover the costs of such abatement pursuant to RCW [7.100.070](#), or as otherwise provided by this Code or by other law.

#### 901.16 Penalty.

The City of Olympia has designated certain violations of the Olympia Municipal Code to be civil infractions and pursuant to authority from chapter [7.80](#) RCW. The purpose of civil infractions, as set forth in chapter [4.50](#) OMC, is remedial. Use of the civil infraction procedure in chapter [4.50](#) OMC will better protect the public from the harmful effects of certain violations of the Olympia Municipal Code, aid and streamline enforcement, and partially reimburse the City for the expenses of enforcement and the related judicial process. Unless stated otherwise, a civil infraction is an additional and concurrent penalty and may be imposed with other penalties.

#### 901.17 Retroactive application.

The provisions of this section can be applied retroactively. Vacant properties and structures existing on the date of adoption of this section are not vested.

### **Section 5. Amendment of OMC 16.24.020. Olympia Municipal Code Section 16.24.020 is hereby amended to read as follows:**

#### **16.24.020 Adoption of National Electrical Code Article 80**

The National Electrical Code (NEC) is amended and supplemented by the addition of a new Article, ~~to be known as~~ Article 80 – Adoption, to read as follows:

Article 80 - Adoption

80.1 Short Title. These regulations are known as the City of Olympia Electrical Code and must be cited as such and will be referred to herein as "this Code."

80.3 Washington Cities Electrical Code Adopted. The Washington Cities Electrical Code (WACEC) is hereby adopted and is applicable within the City, as amended, added to and excepted in this Code.

80.4 Conflicts. In accordance with RCW [19.28.010](#)(3), where the State of Washington, Department of Labor and Industries adopts a more current edition of the National Electrical Code (NFPA 70), the Code Official may supplement use of the WACEC with newly adopted editions of the National Electrical Code (NEC).

Including: Part 1 adopting ~~the 2017~~ the currently WACEC adopted version of the NEC and other necessary codes and standards adopted by the State of Washington.

Excluding: Part 2 amending the administrative chapter of the NEC based on portions of the ICC Electrical Code, as published by the International Code Council.

Including: Part 3 amending the NEC through supplements, deletions or revisions to be equal, higher, or better than the State of Washington's rules.

**Section 6. Amendment of OMC 16.32.080. Olympia Municipal Code Section 16.32.080 is hereby amended to read as follows:**

**16.32.080 Add Section 905.11, International Fire Code -- Standpipe Systems in Marinas**

The following standards are added as supplements to the current State adopted edition of the International Fire Code, ~~2015 Edition~~, Chapter 36, and ~~shall be is~~ the standard for installation of standpipe systems in marinas:

1. All portions of floats exceeding 250 feet in distance from the point of fire apparatus access shall be provided with an approved dry standpipe system, installed in conformity with NFPA 14 and Chapter 36 of the International Fire Code, ~~2015 Edition~~ current State adopted edition.
2. Hose stations shall be provided at 150-foot intervals, with the most remote station a maximum of 75 feet from the end of the float. Each hose station shall be provided with two 2-1/2 inch standpipe valves with 2-1/2 inch to 1-1/2 inch reducers with caps. Installation of fire hose is not mandatory at standpipe locations. All hose station risers shall be galvanized steel.
3. Each standpipe system shall be provided with a minimum of two 2-1/2" Fire Department connections. The Fire Department connection shall be located on the shore end of the first floating dock.
4. Piping shall be minimum schedule 40 class and shall be sized to deliver 300 GPM at 65 psi residual pressure at the most remote station with a delivered pressure of 150 psi at the Fire Department connection.
5. Sectional valves shall be provided at the change of direction of each float and at each hose station. The valve shall be downstream of the hose station.
6. Each hose station shall be provided with a 4A 40 BC fire extinguisher.

7. An alarm system shall be provided, with manual fire alarm station at each hose station, visual and audible devices and shall be extended to an approved alarm receiving agency. All covered moorage in excess of 5,000 square feet shall be provided with automatic detection.

8. Pressure test. The system shall be pretested by the installing company prior to final test witnessed by the Olympia Fire Department. The system must withstand 200 psi for two hours. The final test will determine if rated flow can be supplied at most remote hose station.

**Section 7. Amendment of OMC 16.40.090. Olympia Municipal Code Section 16.40.090 is hereby amended to read as follows:**

**16.40.090 Sprinkler System Standards**

- A. Three (3) sets of shop drawings including three (3) copies of details of the double check detector check assembly, riser diagram and sectional of structure, shall be submitted to the City of Olympia for review and approval prior to commencement of installation. The contract value shall be affixed to the plans as well as a copy of the maintenance contract.
- B. A plan check fee shall be paid to the City of Olympia at the time plans are submitted.
- C. The required fire protection systems permit must be obtained from the city prior to commencement of work. If a contractor starts work without a permit, a stop work order will be issued until such permit is secured. If a contractor continues to work without a permit, a citation will be issued with a fine of up to \$500.00 per day for every day the contractor works without a permit.
- D. When a building is required to be provided with a fire sprinkler system, said system shall cover all areas of the structure including concealed spaces, vaults and exterior combustible appurtenances.
- E. Mixed use buildings shall be designed to NFPA 13 Standards throughout.
- F. The final acceptance of any sprinkler shall be subject to performance of all required testing and inspections during installation and performance tests in conjunction with fire alarm acceptance tests. No Certificate of Occupancy shall be granted for the structure until satisfactory acceptance tests are accomplished.
- G. A double check detector check assembly is required on all sprinkler systems. The double back flow may be inside the building. If the back flow assembly is inside the building, the water main lateral for the system shall be approved by the Engineering Department, including plan submittal. The outside stem & yoke (OS&Y) valves shall be provided with electrical tamper supervision tied into the building fire alarm system. Exception: OS&Y valves in vaults may be supervised with a chain and lock.
- H. All systems, except residential systems, shall be provided with a yard or wall PI control valve which is easily accessible. The wall PI valve shall be 30" to 42" above exterior grade level.
- I. Floor control valves, with electrical tamper supervision and flow switches, are required on structures of two or more levels. Basements and/or parking areas are considered levels. All valves shall be no more than 6 feet high from finish floor height.
- J. The fire department connection (FDC) shall be located within 40 feet of the nearest fire hydrant. The FDC, if remote from the building, shall be provided with a ball drip valve below the freeze line. The FDC shall be located 30" to 42" above finished grade.
- K. All drains and test valves shall be piped to discharge to the exterior in a safe location. A remote inspector test valve shall be provided on wet and dry systems.



- L. All wet systems shall be provided with riser mounted water flow detection devices and dry systems shall be provided with pressure switches.
- M. All systems shall be installed as prescribed in NFPA 13, 13D, 13R, 2010 Editions.
- N. All electrical components shall be compatible with the fire alarm system voltage, including the water flow bell.
- O. The sprinkler system shall cause a water flow alarm indicating the floor or origin.
- P. All systems will require witness of underground flushing and hydrostatic tests for underground piping. Interior pipe inspection must be performed prior to cover. All inspections require a minimum of 48 hours notice prior to inspection.
- Q. All hydraulic calculated systems shall have the following information on the plans at time of submittal:
1. Water supply information including graph showing availability versus system demand;
  2. Hydraulic reference points;
  3. System design criteria;
  4. Actual calculated requirements; and
  5. Hydraulic calculation sheets.
- R. All hydraulic calculated systems shall start calculations with a minimum 7 psi at the furthest remote head. A 10% minimum safety factor is required for calculated systems.
- S. Hydraulic calculation plates shall be permanently affixed to each system riser.
- T. Valves on connections to water supplies, sectional control valves, and other valves in supply pipes to sprinklers shall be supervised only by the following methods:
1. Central station, proprietary, remote station signaling service.
  2. Valves locked in the open position, when valves are accessible to the public.
- U. Systems serving R-1 and R-2 occupancies (13-R Systems) shall have protection in bathrooms (except powder rooms and water closets), closets exceeding 24 square feet, and covered patios or decks.
- V. ~~In addition to NFPA 13D sprinkler standards, all bathrooms within one and/or two family dwellings, Fire sprinkler systems serving one and two family dwellings (13-D systems) in addition to NFPA 13-D Standards shall have protection , in all bathrooms (except powder rooms, and water closets), closets greater than 24 square feet or in which the smallest dimension is greater than 36 inches, and at least one sprinkler head in the garage (additional heads in garage may be required for extra-large or tandem garages). Townhomes protected with 13-D systems shall also have covered decks protected with a dry side wall head.~~

**Section 8. Amendment of OMC 16.44.060. Olympia Municipal Code Section 16.44.060 is hereby amended to read as follows:**

**16.44.060 General regulation**

A. Design. All fire alarm plans submitted for approval shall bear the designer's valid Washington State Low Voltage Specialty Electrical Contractor's License number or shall be stamped by a registered fire protection or electrical engineer.

B. Plans. All digital fire alarm system plans shall be submitted to the city for review and shall be approved prior to a permit being issued. Digital plans showing the location of all alarm equipment and detailed specifications on each type of device in the system shall be included and consist of the following:

1. Floor layout showing all rooms and spaces including accurate measurements.
2. Identification of each room or space, i.e., office, lobby, attic, etc.
3. Details of ceiling height and construction type.
4. Location of each system component using the appropriate symbol.
5. Explanatory notes and legend to lend clarity to the plan and identify the manufacturer and model number of each alarm component used.
6. A wiring schematic clarifying type and size of wiring, which must comply with NFPA 70, and a point to point wiring diagram.
7. A copy of the technical specifications, to include battery calculations, for each component used in the makeup of the automatic fire alarm system. If the components are not all from the same manufacturer, UL cross listing compatibility cards are required.
8. Battery and voltage drop calculations.
9. Plans shall be submitted to the City of Olympia for review and approval prior to commencement of work.
10. Submit digital plans and component specifications. Plans must show locations and type of each device in the system. Said plans shall include accurate measurements.
11. A plan check fee calculated under OMC Section 4.36.010 shall be paid to the City of Olympia at time of submittal of plans.
12. When a system is installed with automatic detection, such detection shall be provided in all rooms and areas including concealed spaces and attics. Attic spaces, above ceiling spaces, and outside storage units on apartment buildings shall have fixed temperature detection. Automatic detection shall include the attic space of NFPA 13R sprinkled structures. Exception: Buildings protected by an approved NFPA 13 fire sprinkler system, automatic detection is not required in attic space.
13. All components shall be low voltage direct current and compatible with the remainder of the system.
14. All components and wiring shall be supervised for defective devices, grounds, or breaks including annunciator, Emergency Responder Radio Coverage systems and Smoke Control systems if provided.
15. All components shall be listed by a national testing agency for the use intended.
16. All systems shall be provided with battery backup and battery charger.

17. All systems shall have a monitoring, maintenance, and testing contract, to become effective on the date of final acceptance. No final approvals will be scheduled until such contracts are received by the Olympia Fire Department.
  18. All systems shall have the fire alarm control panel ~~mounted so as to be~~ readily visible for arriving personnel or be provided with a remote annunciator. Such equipment shall be located so as to be protected from exposure to the elements.
  19. All systems which are required to be extended to an alarm receiving agency shall transmit system trouble signals of any kind as well as alarms, including but not limited to: phone line supervision, battery trouble and line supervision. They shall transmit fire condition over trouble if the trouble is of such nature that it does not disable the entire system. The alarm receiving agency shall be U.L., F.M., or NFPA listed for commercial fire.
  20. All systems shall have local audible trouble and audio/visual alarm signal devices. Audio/visual devices shall be sufficient in number and type to provide a minimum of 60 db in the most remote area. In commercial structures, audibility shall be a minimum of 15 db over the ambient noise level of the area served. When the control panel is located remote to occupied areas, it shall, in addition to the panel trouble device, be provided with a remote trouble audible device in an area which is normally occupied. This device shall be labeled "Fire Alarm System Trouble."
  21. Manual fire alarm stations shall be located within 5 feet of all required exits on each floor level and from the structure. Manual fire alarm stations in sprinklered buildings may be reduced to one in the sprinkler riser room and one in a constantly monitored location.
  22. All alarm systems installed in a sprinklered structure shall include a zone for master water flow and shall supervise all sprinkler controlling valves. When a structure is provided with a zoned sprinkler system, the alarm shall be zoned in accordance with the sprinkler coverage zones.
  23. All systems shall be inspected and tested thoroughly by the installer who shall submit a record of completion. Failure of a system to meet NFPA72 performance standards and standards found in this Chapter shall be a basis for additional inspection fees after the second final inspection.
  24. All systems final acceptance is subject to wiring inspection (by electrical inspector), supervisory tests and proper functioning of all components. No Certificate of Occupancy shall be granted for the structure until satisfactory acceptance tests are accomplished.
  25. Apartment buildings and townhomes ~~that require a monitored fire alarm system shall have a single station smoke/carbon monoxide detector and alarm in every unit and horn / strobe centrally located in accessible units every unit.~~ There shall be a low frequency sounder in every sleep room with exception of studio apartment units.
  26. Smoke detectors shall be placed in all corridors and rooms which are intervening exit pathways.
  27. A smoke detector shall be provided within six feet of fire alarm panel and other fire alarm control equipment which are in unattended locations.
- C. Alterations and/or additions to existing systems must comply with the requirements of B above.
- D. A maintenance testing agreement, signed by the building owner, shall be on record with the fire department prior to scheduling of final acceptance test.
- E. Plan Check Fee. A fee equal to 65 percent of the permit fee shall be forfeited to the city at the time of submittal of plans.

F. Permit Fee. A fee equal to Table 1A of OMC 4.36.010, Building Valuation Table, with regional modifiers.

G. Reinspection Fees. A \$175.00 reinspection fee shall be assessed when an inspector is requested to make an inspection or witness a test on a fire alarm or sprinkler system, and upon arrival finds the work is not ready for inspection, or the test fails.

The chief of the fire department or the chief of the fire department's designee may, in writing, suspend or revoke any permit issued pursuant to this section whenever the chief finds that the permit was issued on the basis of error, deception or fraud on the part of the applicant or upon discovery of a violation of any of the applicable codes or ordinances of the city including the provisions of this article, or work conducted outside of 180 days from the permitted date without an approved permit extension.

**Section 9. Amendment of OMC 16.44.070. Olympia Municipal Code Section 16.44.070 is hereby amended to read as follows:**

**16.44.070 Standards**

A. All fire alarm systems shall be installed in accordance with the ordinances of the City, and those portions of the National Fire Protection Standards which have been adopted by city ordinances.

B. All new fire alarm systems shall be addressable systems. Systems shall communicate by point to the alarm monitoring agency, and cannot be monitored by DACT lines as defined in OMC 16.44.100(O).

C. All fire alarm system wiring and components shall be electrically supervised.

D. Fire alarm systems shall have a secondary power supply which shall automatically supply the energy to the system within 30 seconds of primary power supply failure. Under maximum normal load, the secondary supply shall have sufficient capacity to operate the fire alarm system for 24 hours, and then at the end of that period, operate all alarm indicating appliances and direct aid to the location of an emergency for 5 minutes.

E. All rate-of-rise heat detectors shall have replacement links or be self-restoring for testing purposes.

F. Post Indicating Valves, Wall Indicating Valves, and Outside Stem and Yoke Valves shall be on a zone isolated from waterflow indication, and wired for supervisory and trouble alarms only.

G. The supervised relay boards that control elevator recall, HVAC, air pressurization and all other auxiliary functions shall stay "locked in," even though the audible signaling circuits have been silenced, until the panel has been reset and returned to normal.

H. Fire alarm systems required under this article, including existing required fire alarm systems, shall have a maintenance agreement in effect with a fire alarm company and/or qualified individual (Ordinance 4220). Such agreements must provide for periodic inspection and testing as prescribed by adopted local and national standards set forth in Appendix "A" of Ordinance 4415 (see Section 16.44.070A herein). Repair service shall be available within 24 hours of notification of trouble.

I. Zoning shall be required on all fire alarm systems when a building or complex consists of three or more separate buildings, floors, or fire divisions. When remote annunciation is required, it shall be installed so as to be clearly visible and identifiable to personnel responding to an alarm. An approved graphic annunciator panel of the premises to be protected, identifying zones, shall be provided at each required annunciator.

J. Devices shall include both audible and visual, or a combination as specified by the Fire Chief, or the Fire Chief's designee. Audible devices shall be placed in buildings and be so located that with all

intervening doors closed, the alarm device shall be heard at a minimum of 60 dba, or not less than 15 decibels above the ambient noise level, whichever is greater. Mechanical areas require 85 dba, or not less than 15 decibels above the ambient noise level, whichever is greater. Visual devices shall be provided in all common use areas including restrooms, conference rooms, work rooms, etc.

K. When internal fire separations are required by the Building or Fire Code, all protected openings shall be provided with magnetic hold open devices tied into the building fire alarm system and wired as fail safe. "Fail Secure" wiring is prohibited except when approved by the Fire Chief or the Fire Chief's designee.

L. All devices installed on the exterior of a building shall be listed for exterior use and shall be accompanied by appropriate weatherproof back boxes.

M. One or more weatherproof horn strobe device(s) shall be installed on the exterior of the building, in a location to be designated by the Olympia Fire Department.

N. Fire alarm control panels shall be located in a controlled heated environment. Ambient temperature shall be maintained at a range between 40 and 100 degrees F or as recommended by the manufacturer. Fire alarm control panels shall not be installed in an exterior location.

O. Waterflow detection devices used in conjunction with a fire alarm panel shall be isolated to the last zone or zones. The installation shall conform to UL Standard #864, which states that the silence switch in the alarm panel shall be bypassed on zones having waterflow detectors. The way the alarm may be silenced is by the waterflow switch(es) returning to normal position by way of water flow cessation.

P. Fire alarm control panels used in residential applications shall have zone verification capabilities for smoke detectors installed in dwelling units or guest rooms and connected to the control panel.

Q. If a voice evacuation system is required, the control panel shall include amplifiers, relays, connections and battery standby power to provide a complete system.

R. Detectors placed in false ceiling cavities shall be either analog with addressable modules or addressable, and shall have remote indicating lights in the ceiling below.

S. Automatic detection connected to the fire alarm system in the guest rooms (sleeping rooms) of hotel/motel occupancies shall annunciate at a panel located at a consistently attended location as a supervisory alarm. Such guest room smoke detectors shall be zone verification detectors. Corridor, stairway, and common area detectors are to be on separate zones from the guest room detectors.

T. Where installations have elevators, detailed fire service operational plans shall be provided to include primary and alternate floor modes.

U. Guest rooms in hotel/motel occupancies shall have a horn/strobe in each guest room.

V. Combination alarms that combine burglar or hold-up alarms with fire alarms are not allowed.

**Section 10. Amendment of OMC 16.70.020. Olympia Municipal Code Section 16.70.020 is hereby amended to read as follows:**

**16.70.020 Definitions**

A. DEFINITIONS - SPECIFIC.

"Alteration of watercourse" means any action that will change the location of the channel occupied by water within the banks of any portion of a riverine waterbody.

"Appeal" means a request for a review of the interpretation of any provision of this ordinance or a request for a variance.

"Area of shallow flooding" means a designated zone AO, AH, AR/AO or AR/AH (or VO) on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. Also referred to as the sheet flow area.

#### B. DEFINITIONS - SPECIFIC

"Area of Special Flood Hazard" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. It is shown on the FIRM as Zone V, VE, A, AO, or AE. "Special flood hazard area" is synonymous in meaning with the phrase "area of special flood hazard".

"Base Flood" means the flood having a 1% chance of being equaled or exceeded in any given year (also referred to as the "100-year flood"). Designated on Flood Insurance Rate Maps by the letter A.

"Base Flood Elevation" (BFE): means the elevation to which floodwater is anticipated to rise during the base flood.

"Basement" means any area of the building having its floor sub-grade (below ground level) on all sides.

#### C. DEFINITIONS - SPECIFIC

"Critical Facility" means a facility for which even a slight chance of flooding might be too great. Critical facilities include (but are not limited to) schools, nursing homes, hospitals, police, fire and emergency response installations, and installations which produce, use, or store hazardous materials or hazardous waste.

"Cumulative Substantial Damage" means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

#### D. DEFINITIONS - SPECIFIC

"Development" means any human-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.

#### E. DEFINITIONS - SPECIFIC

"Elevation Certificate" means the official form (~~current FEMA Form-81-31~~) used to track development, provide elevation information necessary to ensure compliance with community floodplain management ordinances, and determine the proper insurance premium rate.

"Elevated Building" means for insurance purposes, a non-basement building that has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

#### F. DEFINITIONS - SPECIFIC

"Flood" or "Flooding" means:

1. A general and temporary condition of partial or complete inundation of normally dry land areas from:

- a. The overflow of inland or tidal waters;
  - b. The unusual and rapid accumulation of runoff of surface waters from any source; or
  - c. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (1)(b) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
2. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (1)(a) of this definition.

"Flood Insurance Rate Map (FIRM)" means the official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

"Flood Insurance Study (FIS)" means the official report provided by the Federal Insurance Administration that includes flood profiles and the water surface elevation of the base flood.

"Floodplain or flood prone area" means any land area susceptible to being inundated by water from any source. See "Flood or flooding."

"Floodplain administrator" means the community official designated by title to administer and enforce the floodplain management regulations.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. Floodproofed structures are those that have the structural integrity and design to be impervious to floodwater below the Base Flood Elevation.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

"Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long term storage or related manufacturing facilities.

#### H. DEFINITIONS - SPECIFIC

"Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic structure" means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary of Interior to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  - a. By an approved state program as determined by the Secretary of the Interior, or
  - b. Directly by the Secretary of the Interior in states without approved programs.

I. DEFINITIONS - SPECIFIC

"Increased Cost of Compliance" A flood insurance claim payment up to \$30,000 directly to a property owner for the cost to comply with floodplain management regulations after a direct physical loss caused by a flood. Eligibility for an ICC claim can be through a single instance of "substantial damage" or as a result of a "cumulative substantial damage." (more information can be found in FEMA ICC Manual 301)

L. DEFINITIONS - SPECIFIC

"Lowest Floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance found at OMC 16.70.050.B.1.b (i.e. provided there are adequate flood ventilation openings).

M. DEFINITIONS - SPECIFIC

"Manufactured Home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

"Mean Sea Level" means for purposes of the National Flood Insurance Program, the vertical datum to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

N. DEFINITIONS - SPECIFIC

"New Construction" means for the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial Flood Insurance Rate Map or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

R. DEFINITIONS - SPECIFIC

"Recreational Vehicle" means a vehicle,

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;



3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

#### S. DEFINITIONS - SPECIFIC

"Start of Construction" includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

"Substantial Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

"Substantial Improvement" means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either:

1. Before the improvement or repair is started; or
2. If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term can exclude:

1. Any project for improvement of a structure to correct pre-cited existing violations of state or local health, sanitary, or safety code specifications which have been previously identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or
2. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places or as otherwise determined and regulated through the NFIP requirements.

#### V. DEFINITIONS - SPECIFIC

"Variance" means a grant of relief from the requirements of this ordinance that permits construction in a manner that would otherwise be prohibited by this ordinance.

#### W. DEFINITIONS - SPECIFIC

"Water Dependent" means a structure for commerce or industry that cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations.

**Section 11. Amendment of OMC 16.70.040. Olympia Municipal Code Section 16.70.040 is hereby amended to read as follows:**

**16.70.040 Administration**

A. Establishment of Development Permit.

1. Development Permit Required. A development permit shall be obtained before construction or development begins within any area of special flood hazard established in OMC 16.70.030.B. The permit shall be for all structures including manufactured homes, as set forth in the "Definitions," and for all development including fill and other activities, also as set forth in the "Definitions."

2. Application for Development Permit. Application for a development permit shall be made on forms furnished by the City of Olympia and may include, but not be limited to, plans ~~in duplicate~~ in PDF-drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

- a. Elevation in relation to mean sea level NAVD88, of the lowest floor (including basement) of all structures recorded on a current elevation certificate (current FEMA Form 81-31) ~~with Section B completed by the local official;~~
- b. Elevation in relation to mean sea level to which any structure has been floodproofed;
- c. Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet floodproofing criteria in OMC 16.70.050.B.2;
- d. Description of the extent to which a watercourse will be altered or relocated as a result of proposed development;
- e. Where a structure is proposed in a V, V1-30, or VE zone, a V-zone design certificate;
- f. Where development is proposed in a floodway, an engineering analysis indicating no rise of the Base Flood Elevation; and
- g. Any other such information that may be reasonably required by the Floodplain Administrator in order to review the application.

B. Designation of the Local Administrator. Building Official is hereby appointed to administer and implement this ordinance by granting or denying development permit applications in accordance with its provisions. The Floodplain Administrator may delegate authority to implement these provisions.

C. Duties and Responsibilities of the Local Administrator. Duties of the Building Official include, but not be limited to:

1. Permit Review

- a. Review all development permits to determine that the permit requirements of this ordinance have been satisfied.
- b. Review all development permits to determine that all necessary permits have been obtained from those Federal, State, or local governmental agencies from which prior approval is required.
- c. Review all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of OMC 16.70.050.E.1 are met.

- d. Determine that the site is reasonably safe from flooding.
  - e. Notify FEMA when annexations occur in the Special Flood Hazard Area.
2. Use of Other Base Flood Data (In A Zones)
- When base flood elevation data has not been provided (in A Zones) in accordance with OMC 16.70.030.B, Basis for Establishing the Areas of Special Flood Hazard, the Building Official shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other source, in order to administer OMC 16.70.050.B, Specific Standards, and OMC 16.70.050.E Floodways.
3. Information to be Obtained and Maintained
- a. Where base flood elevation data is provided through the Flood Insurance Study, FIRM, or required as in OMC 16.70.040.C.2, obtain and record the actual (as-built) elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement. Recorded on a current elevation certificate (current FEMA Form 81-31) ~~with Section B completed by the local official.~~
  - b. For all new or substantially improved floodproofed nonresidential structures where base flood elevation data is provided through the FIS, FIRM, or as required in OMC 16.70.040.C.2:
    - i. Obtain and record the elevation (in relation to mean sea level) to which the structure was floodproofed; and
    - ii. Maintain the floodproofing certifications required in OMC 16.70.040.C.3.b.
  - c. Maintain for public inspection all records pertaining to the provisions of this ordinance.
  - d. Documentation of the elevation of the bottom of the lowest horizontal structural member in V or VE zones.
  - e. Certification required by OMC 16.70.050(E)(1).
  - f. Records of all variance actions, including justification for their issuance.
  - g. Improvement and damage calculations.
4. Alteration of Watercourses
- a. Notify adjacent communities and the Department of Ecology prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.
  - b. Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.
5. Interpretation of FIRM Boundaries. Make interpretations where needed, as to exact location of the boundaries of the areas of special flood hazards (e.g. where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation. Such appeals shall be granted consistent with the standards of Section 60.6 of the Rules and Regulations of the National Flood Insurance Program (44 CFR 59-76).
6. Conditions for Variances

- a. Generally, the only condition under which a variance from the elevation standard may be issued is for new construction and substantial improvements to be erected on a small or irregularly shaped lot contiguous to and surrounded by lots with existing structures constructed below the base flood level. As the lot size increases the technical justification required for issuing the variance increases.
- b. Variances shall not be issued within a designated floodway if any increase in flood levels during the base flood discharge would result.
- c. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- d. Variances shall only be issued upon:
  - i. A showing of good and sufficient cause;
  - ii. A determination that failure to grant the variance would result in exceptional hardship to the applicant;
  - iii. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- e. Variances as interpreted in the National Flood Insurance Program are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from flood elevations should be quite rare.
- f. Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of floodproofing than watertight or dry-floodproofing, where it can be determined that such action will have low damage potential, complies with all other variance criteria except OMC 16.70.040.C.6.a, and otherwise complies with OMC 16.70.050.A.1, OMC 16.70.050.A.3 and OMC 16.70.050.A.4 of the General Standards.
- g. Any applicant to whom a variance is granted shall be given written notice that the permitted structure will be built with its lowest floor below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk.

**Section 12. Amendment of OMC 16.70.050. Olympia Municipal Code Section 16.70.050 is hereby amended to read as follows:**

**16.70.050 Provisions for Flood Hazard Reduction**

A. General Standards. In all areas of special flood hazards, the following standards are required:

1. Anchoring

- a. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- b. All manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to

ground anchors. For more detailed information, refer to FEMA publication FEMA P-85, "Protecting Manufactured Homes from Floods and Other Hazards."

2. Construction Materials and Methods

- a. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- b. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
- c. Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding. Locating such equipment below the base flood elevation may cause annual flood insurance premiums to be increased.

3. Utilities

- a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems.
- b. Water wells shall not be located in the floodway. Where the site is subject to flooding, the top of the casing must be at least two feet above the estimated water level of a one hundred-year frequency flood.
- c. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- d. Onsite waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

4. Subdivision Proposals

- a. All subdivision proposals shall be consistent with the need to minimize flood damage.
- b. All subdivision proposals shall have public utilities and facilities, such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.
- c. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage.
- d. Where base flood elevation data has not been provided or is not available from another authoritative source, it shall be generated for subdivision proposals and other proposed developments which contain at least 50 lots or 5 acres (whichever is less). Base flood elevation data must be included as part of the application.

5. Review of Building Permits. Where elevation data is not available either through the Flood Insurance Study, FIRM, or from another authoritative source (OMC 16.70.040.C.2), applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Failure to elevate at least two feet above the highest adjacent grade in these zones may result in higher insurance rates.

B. Specific Standards. In all areas of special flood hazards where base flood elevation data has been provided as set forth in OMC 16.70.030.B, Basis for Establishing the Areas of Special Flood Hazard, or OMC 16.70.040.C.2, Use of Other Base Flood Data. The following provisions are required:

1. Residential Construction

a. In AE and A1-30 zones or other A zoned areas where the BFE has been determined or can be reasonably obtained, new construction and substantial improvement of any residential structure must have the lowest floor, including basement, elevated one foot or more above the base flood elevation (BFE). Mechanical equipment and utilities must be waterproof or elevated least one foot above the BFE.

b. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

i. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

ii. The bottom of all openings shall be no higher than one foot above grade.

iii. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

iv. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry and exit of floodwaters.

c. Additional requirements for below-grade crawlspace construction:

The interior grade of a crawlspace below the base flood elevation (BFE) must not be more than two-feet below the lowest adjacent exterior grade (LAG).

The height of the below-grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall must not exceed four-feet at any point.

The height limitation is the maximum allowable unsupported wall height according to the engineering analyses and building code requirements for flood hazard areas.

This limitation will also prevent these crawlspaces from being converted into habitable spaces.

There must be adequate drainage system that removes floodwaters from the interior area of the crawlspace.

The enclosed area should be drained within a reasonable time after a flood event. The type of drainage system will vary because of the site gradient and other drainage characteristics, such as soil types. Possible options include natural drainage through porous, well-drained soils and drainage systems such as perforated pipes, drainage tiles, or gravel or crushed stone drainage by gravity or mechanical means.

The velocity of floodwaters at the site should not exceed five-feet per second for any crawlspace. For velocities in excess of five-feet per second, other foundations should be used.

Any building utility systems within the crawlspace must be elevated above BFE or designed so that floodwaters cannot enter or accumulate within the system components during flood

conditions. Ductwork, in particular, must either be placed above the BFE or sealed from floodwaters.

Below grade crawlspace construction in accordance with the requirements listed above will not be considered basements.

d. New construction and substantial improvement of any residential structure in an AO zone must meet the requirements in OMC 17.50.050(H).

e. New construction and substantial improvement of any residential structure in an Unnumbered A zone for which a BFE is not available and cannot be reasonably obtained must be reasonably safe from flooding, but in all cases the lowest floor must be at least two feet above the Highest Adjacent Grade.

f. New construction and substantial improvement of any residential structure in a V, V1-30, or VE zone must meet the requirements in OMC 17.50.050(I).

2. Nonresidential Construction. New construction and substantial improvement of any commercial, industrial or other nonresidential structure must meet the following requirements:

a. In AE and A1-30 zones or other A zoned areas where the BFE has been determined or can be reasonably obtained:

i. New construction and substantial improvement of any commercial, industrial, or other nonresidential structure must have either the lowest floor, including basement, elevated one foot or more above the base flood elevation. Mechanical equipment, sanitary and utilities must be waterproofed or elevated at least one foot above the BFE, or as required by ASCE 24, whichever is greater.

ii. If located in an AO zone, the structure must meet the requirements in OMC 17.50.050(H).

iii. If located in an Unnumbered A zone for which a BFE is not available and cannot be reasonably obtained, the structure must be reasonably safe from flooding, but in all cases the lowest floor must be at least two feet above the Highest Adjacent Grade.

iv. If located in a V, V1-30, or VE zone, the structure must meet the requirements in OMC 17.50.050(I).

v. Fully enclosed areas below the lowest flood that are subject to flooding must meet the requirements of 16.70.050(B)(1)(b).

b. If the requirements of subsection 1 are not met, then new construction and substantial improvement of any commercial, industrial, or other nonresidential structure must meet all of the following requirements:

i. Be dry floodproofed so that below one foot or more above the base flood level the structure is watertight with walls substantially impermeable to the passage of water or dry floodproofed to the elevation required by ASCE 24, whichever is greater;

ii. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;

iii. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural

design, specifications and plans. Such certifications shall be provided to the official as set forth in OMC 16.70.040.C.3.b; and

iv. Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in OMC 16.70.050.B.1.b.

3. **Manufactured Homes.** All manufactured homes in the floodplain to be placed or substantially improved on sites shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated one foot or more above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

4. **Recreational Vehicles.** Recreational vehicles placed on sites are required to either:

a. Be on the site for fewer than 180 consecutive days; or

b. Be fully licensed and ready for highway use, on wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or

c. Meet the requirements of OMC 16.70.050.B.3 above and the elevation and anchoring requirements for manufactured homes.

C. **AE Zones except Coastal AE Zones, with Base Flood Elevations but No Floodways.** In areas with base flood elevations (but a regulatory floodway has not been designated), no new construction, substantial improvements, or other development (including fill) shall be permitted within Zone AE, except Coastal AE Zones, on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

D. **Coastal High Hazard Area and Coastal A Zone.** Coastal high hazard areas (V or VE Zones) and coastal A Zones are located within the areas of special flood hazard established in OMC 16.70.030.B. These areas have special flood hazards associated with high velocity waters from tidal surges and hurricane wave wash; therefore, the following provisions shall apply to building permits and related permits in Title 16:

1. **Location of Structures**

a. All buildings or structures shall be located landward of the reach of the mean high tide.

b. The placement of manufactured homes shall be prohibited, except in an existing manufactured home park or subdivision.

2. **Construction Methods**

a. **Elevation.** All new construction and substantial improvements shall be elevated on piling or columns so that:

i. The bottom of the lowest horizontal structural member of the lowest floor (excluding the piling or columns) is elevated to or above the base flood elevation plus one (1) foot or as required by ASCE/SEI 24-14, Table 4-1, whichever is more restrictive,

and,

ii. With all space below the lowest floor's supporting member open so as not to impede the flow of water, except for breakaway walls as provided for in OMC 16.70.050.D.2.d.



b. Structural Support

- i. All new construction and substantial improvements shall be securely anchored on piling or columns.
- ii. The pile or column foundation and structure attached thereto shall be anchored to resist flotation, collapse or lateral movement due to the effects of wind and water loading values each of which shall have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval).
- iii. Prohibit the use of fill for structural support of buildings within Zones V1-30, VE, V, and Coastal A on the community's FIRM.

c. Certification. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the official as set forth in OMC 16.70.040.C.3.b.

d. Space Below the Lowest Floor

- i. Any alteration, repair, reconstruction or improvement to a structure started after the enactment of this ordinance shall not enclose the space below the lowest floor unless breakaway walls, open wood lattice-work or insect screening are used as provided for in this section.
- ii. Breakaway walls, open wood lattice-work or insect screening shall be allowed below the base flood elevation provided that they are intended to collapse under wind and water loads without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system. Breakaway walls shall be designed for a safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading of 20 pounds per square foot (either by design or when so required by local or State codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:
  - (i) breakaway wall collapse shall result from a water load less than that which would occur during the base flood and,
  - (ii) the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement or other structural damage due to the effects of wind and water load acting simultaneously on all building components (structural and non-structural). Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards.
- iii. If breakaway walls are utilized, such enclosed space shall be used solely for parking of vehicles, building access, or storage and not for human habitation.
- iv. Prior to construction, plans for any breakaway wall must be submitted to the Building Official for approval.

E. Floodways. Located within areas of special flood hazard established in OMC 16.70.030.B are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that can carry debris, and increase erosion potential, the following provisions apply:

1. Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels during the occurrence of the base flood discharge.

2. Construction or reconstruction of residential structures is prohibited within designated floodways, except for (i) repairs, reconstruction, or improvements to a structure which do not increase the ground floor area; and (ii) repairs, reconstruction or improvements to a structure, the cost of which does not exceed 50 percent of the market value of the structure either, (A) before the repair, or reconstruction is started, or (B) if the structure has been damaged, and is being restored, before the damage occurred. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or to structures identified as historic places, may be excluded in the 50 percent.

3. If OMC 16.70.050.E.1 is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of OMC 16.70.050, Provisions for Flood Hazard Reduction.

F. Critical Facility. Construction of new critical facilities shall be, to the extent possible, located outside the limits of the Special Flood Hazard Area (SFHA) (100-year floodplain). Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above BFE or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility should also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible.

G. Livestock Sanctuary Areas. Elevated areas for the purpose of creating a flood sanctuary for livestock are allowed on farm units where livestock is allowed. Livestock flood sanctuaries must be sized appropriately for the expected number of livestock and be elevated sufficiently to protect livestock. Proposals for livestock flood sanctuaries must meet all procedural and substantive requirements of this chapter.

H. Standards for Shallow Flooding Areas (AO Zones). Shallow flooding areas appear on FIRMs as AO zones with depth designations. The base flood depths in these zones range from 1 to 3 feet above ground where a clearly defined channel does not exist, or where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is usually characterized as sheet flow. In addition to other provisions in this code, the following additional provisions also apply in AO zones.

1. New construction and substantial improvements of residential structures and manufactured homes within AO zones must have the lowest floor (including basement and mechanical equipment) elevated above the highest adjacent grade to the structure, one foot or more above the depth number specified in feet on the community's FIRM (at least two feet above the highest adjacent grade to the structure if no depth number is specified).

2. New construction and substantial improvements of nonresidential structures within AO zones must either:

- a. Have the lowest floor (including basement) elevated above the highest adjacent grade of the building site, one foot or more above the depth number specified on the FIRM (at least two feet if no depth number is specified); or

- b. Together with attendant utility and sanitary facilities, be completely floodproofed to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. If this method is used, compliance must be certified by a registered professional engineer, or architect.
- 3. Require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.
- 4. Recreational vehicles placed on sites within AO zones on the community's FIRM either:
  - a. Be on the site for fewer than 180 consecutive days;
  - b. Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
  - c. Meet the requirements of subsections (1) and (3) above and the anchoring requirements for manufactured homes (OMC 16.70.050(A)(1)(b)).

I. Standards for Coastal High Hazard Areas (V Zones). Located within areas of special flood hazard established as Coastal High Hazard Areas, designated as zones V1-30, VE, and/or V. These areas have special flood hazards associated with high velocity waters from surges and, therefore, in addition to meeting all provisions in this ordinance, the following provisions also apply:

- 1. All new construction and substantial improvements in zones V1-30 and VE (V if base flood elevation data is available) on the community's FIRM must be elevated on pilings and columns so that:
  - a. Elevation:
    - i. Residential Buildings. The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated one foot or more above the base flood level;
    - ii. Nonresidential buildings. The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated one foot or more above the base flood level or meets the elevation requirements of ASCE 24, whichever is higher; and
    - iii. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Wind and water loading values must each have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval).

A registered professional engineer or architect must develop or review the structural design, specifications, and plans for the construction, and must certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of subsections (1)(a)(i) and (2)(a)(ii).

- 2. The elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures in zones V1-30, VE, and V on the community's FIRM and whether or not such structures contain a basement, must be provided to the Floodplain Administrator, who shall maintain a record of all such information.

3. All new construction within zones V1-30, VE, and V on the community's FIRM must be located landward of the reach of mean high tide.

4. All new construction and substantial improvements within zones V1-30, VE, and V on the community's FIRM must have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purposes of this section, a breakaway wall must have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or state codes) may be permitted only if a registered professional engineer or architect certifies that the design proposed meets the following conditions:

a. Breakaway wall collapse must result from water load less than that which would occur during the base flood; and

b. The elevated portion of the building and supporting foundation system must not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). Maximum wind and water loading values to be used in this determination must each have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval).

If breakaway walls are utilized, such enclosed space must be useable solely for parking of vehicles, building access, or storage. Such space may not be used for human habitation.

5. The use of fill for structural support of buildings within zones V1-30, VE, and V on the community's FIRM is prohibited.

6. Human-made alteration of sand dunes within zones V1-30, VE, and V on the community's FIRM which would increase potential flood damage is prohibited.

7. All manufactured homes to be placed or substantially improved within zones V1-30, V, and VE on the community's FIRM on sites:

a. Outside of a manufactured home park or subdivision;

b. In a new manufactured home park or subdivision;

c. In an expansion to an existing manufactured home park or subdivision; or

d. In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood;

must meet the standards of paragraphs (1) through (6) of this section and manufactured homes placed or substantially improved on other sites in an existing manufactured home park or subdivision within zones V1-30, V, and VE on the FIRM must meet the requirements of OMC 16.70.050(B)(3).

8. Recreational vehicles placed on sites within V or VE zones on the community's FIRM must either:

a. Be on the site for fewer than 180 consecutive days;

b. Be fully licensed and ready for highway use, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or

- c. Meet the requirements of subsections (1) and (3) above and the anchoring requirements for manufactured homes, OMC 16.70.050(A)(1)(b).

**Section 13. Amendment of OMC 16.80.040. Olympia Municipal Code Section 16.80.040 is hereby amended to read as follows:**

**16.80.040 Administration**

A. Establishment of Development Permit

- 1. Development Permit Required. ~~A property owner shall obtain a development permit shall be obtained~~ before construction or development begins within any sea level rise flood damage area established by this ordinance. The permit ~~shall be is~~ for all structures including manufactured structures, as set forth in the "Definitions," and for all development including fill and other activities, also as set forth in the "Definitions."
- 2. Application for Development Permit. Application for a development permit ~~shall~~ must be made on forms furnished by the City of Olympia and may include, but not be limited to, plans in ~~duplicate~~ PDF -drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:
  - a. Elevation in relation to mean sea level, of the lowest floor (including basement) of all structures recorded on a current elevation certificate with Section B completed by the local building official or other designated representative;
  - b. Elevation in relation to mean sea level to which any structure has been floodproofed;
  - c. Certification by a registered professional engineer or architect that the floodproofing methods for any structure meet floodproofing criteria as outlined by the City of Olympia; and

B. Designation of the Local Administrator. Building Official is hereby appointed to administer and implement this ordinance by granting or denying development permit applications in accordance with its provisions.

C. Duties and Responsibilities of the Local Administrator. Duties of the Building Official ~~shall include, but not be limited to:~~

- 1. Permit Review
  - a. Review all development permits to determine that the permit requirements of this ordinance have been satisfied.
  - b. Review all development permits to determine that all necessary permits have been obtained from those Federal, State, or local governmental agencies from which prior approval is required.
  - c. Review all development permits to determine if the proposed development is located in the sea level rise flood damage area. If located in the sea level rise flood damage area, assure that the encroachment provisions of this ordinance are met.
- 2. Information to be Obtained and Maintained
  - a. When new structures are placed, the City of Olympia shall obtain from the owner and record the actual (as-built) elevation (in relation to mean sea level) of the lowest floor (including

basement) of all new or substantially improved structures, and whether or not the structure contains a basement. Recorded on a current elevation certificate.

b. Maintain for public inspection all records pertaining to the provisions of this ordinance.

**Section 14. 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 15. 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 16. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 17. Effective Date.** This Ordinance is hereby adopted on first and final reading and takes effect March 15, 2024 at 12:01 a.m.

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MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**

*Michael M. Young*  

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DEPUTY CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

### Approval of an Ordinance Revising Fees for Engineering, Building and Land Use Permits, and Plan Review

**Agenda Date:** 3/5/2024  
**Agenda Item Number:** 4.1  
**File Number:**24-0193

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**Type:** ordinance **Version:** 1 **Status:** 1st Reading-Consent

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#### **Title**

Approval of an Ordinance Revising Fees for Engineering, Building and Land Use Permits, and Plan Review

#### **Recommended Action**

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

Not referred to a Committee

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

Move to approve an Ordinance revising fees for Engineering, Building and Land Use Permits, and Plan Review.

#### **Report**

##### **Issue:**

Whether to approve an Ordinance revising fees for Engineering, Building and Land Use Permits, and Plan Review.

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

Leonard Bauer, Director, Community Planning and Development, 360.753.8206

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

None - Consent Calendar Item.

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

The City of Olympia collects fees to offset a portion of the cost of reviewing applications for new development and inspecting new construction. Fee amounts are adopted by the City Council and codified in Olympia Municipal Code Title 4. They include Engineering Fees (OMC 4.04), Building Code Review and Permit Fees (OMC 4.36), Fire Plan Review and Permit Fees (OMC 4.38), and Land Use Application Review (OMC 4.40).

The City periodically conducts cost recovery studies to analyze whether the development fees are set appropriately to recover the City Council's goal that they recover 85% of the cost of delivering development review services. [Note: that goal was adopted in 2004 and reaffirmed in Resolution No.

6983, which also created a Development Fee Revenue Fund].

The most recent cost recovery study, in 2021, recommended the City update its development fees annually, which the City Council has done. The most recent annual update to development fees was adopted December 12, 2023. Shortly after that, City staff became aware of additional fee changes needing adjustment, which are included in the attached ordinance:

1. Document recording fees to match increases put in place by the Thurston County Auditor's Office
2. Plan review fees for areas of Special Flood Hazard which are necessary to meet review standards of the Federal Emergency Management Agency (FEMA)
3. Establishment of a resubmittal fee for land use applications that require more than two review cycles by city staff, to offset a recent increase in application resubmittals that are not responsive to staff comments.

**Climate Analysis:**

This agenda item is not expected to directly result in impacts to greenhouse gas emissions. However, development review services enable energy-efficient construction consistent with the City's comprehensive plan policies for denser patterns of development. This will support increased use of alternative transportation modes that help reduce greenhouse gas emissions.

**Equity Analysis:**

One of the goals of the City's budget process is to ensure that city services are provided equitably to our residents and business communities, as well as the greater Olympia community. This agenda item is not expected to further impact known disparities in our community.

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

Members of the community will likely have an interest in this agenda item as it deals with City finances and fiscal governance. Stakeholders in the development construction and finance industry have a direct interest in costs to obtain required permits and inspections.

**Financial Impact:**

Revenue from development fees is deposited into the City's Development Fee Fund and are exclusively used to fund the cost of delivering development review services. The attached ordinance adjusts development fees to help projected revenues keep pace with the increased cost of delivering development review services.

**Options:**

1. Move to approve an Ordinance revising fees for Engineering, Building and Land Use Permits, and Plan Review on second reading.
2. Do not approve the Ordinance.
3. Approve the Ordinance with specific changes.

**Attachments:**

Ordinance





**Ordinance No.**

**AN ORDINANCE REVISING FEES FOR ENGINEERING, BUILDING, AND LAND USE PERMITS AND PLAN REVIEW, MAKING CERTAIN TECHNICAL CORRECTIONS, AND AMENDING OLYMPIA MUNICIPAL CODE SECTIONS 4.04.010, 4.36.010, 4.36.020, AND 4.40.010.**

**WHEREAS**, the Development Fee Revenue Fund was created by the Olympia City Council's adoption of Ordinance No. 6983 to more accurately record the fee-supported portion of the City's costs to provide permit review and inspection services; and

**WHEREAS**, Ordinance No. 6983 also states that the Olympia City Council shall establish a Target Fund Balance and policies for management of the Target Fund Balance for the Development Fee Revenue Fund; and

**WHEREAS**, Resolution No. M-1864 established policies to manage the Development Fee Revenue Fund, including a cost recovery target of 85 percent of City costs to provide review and permit services; and

**WHEREAS**, the City Council adopted Ordinance No. 7306, which directed that, to ensure development permit fees continue to include consideration of the increased cost to the City to perform development review services, the City Manager propose an increase to building permit fees (excluding those based on valuation), land use planning review fees, and development engineering fees on an annual basis consistent with annual adjustments to the City's labor contracts concurrent with the City Manager's proposed annual operating budget; and

**WHEREAS**, there is a need to adjust development permit fees to reflect the City's costs and to more closely align them with the target adopted in Resolution No. M-1864 for recovery of the City's cost to provide permit review and inspection services, as demonstrated by the City's analysis of development services cost recovery in 2021;

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

**Section 1. Amendment of OMC 4.04.010.** Olympia Municipal Code Section 4.04.010 of the Olympia Municipal Code is hereby amended to read as follows:

**4.04.010 Assessment of fees**

A. Beginning January 1, 2024, the following fee schedule applies.

**Application Type**

**Plan Check Fees**

**Engineering Fee Schedule**

Water Main Extension (For projects outside city limits, fees will increase by 25percent) \$494.25 + \$0.50 per linear foot or part thereof

**Application Type****Plan Check Fees****Engineering Fee Schedule**

Sewer Main Extension (For projects outside city limits, fees will increase by 25 percent)	\$494.25 + \$0.50 per linear foot or part thereof
Reclaimed Water Main or Service Extension	\$494.25 + \$0.50 per linear foot or part thereof
Streets	\$494.25 + \$0.50 per linear foot or part thereof
Curb and Sidewalk	\$494.25 + \$0.50 per linear foot or part thereof
Storm On-Site	\$656.08 + \$37.00 per Acre Gross Parcel Area
Storm Pipe	\$494.25 + \$0.50 per linear foot or part thereof
Street Lighting (For projects outside city limits, fees will increase by 25 percent)	\$494.25 + \$0.50 per linear foot or part thereof
Driveway: Commercial	\$741.37 each
STEP Sewer System: Commercial	\$1,481.65 each
Sewer Pump Station	\$1,700.35 each
On-Site Community Septic System (For projects outside city limits, fees will increase by 25 percent)	\$1,481.65 each
Traffic Signal	\$1,481.65 each
Solid Waste Pad and/or enclosure	\$637.49
Landscape Plan Review	\$710.76
Stormwater Utility Civil Engineering Plan Review (including review of revisions) (area of new or replaced impervious surface)	\$118.00
Level 1 (300-1,000 sf)	\$261.00
Level 2 (1,000-5,000 sf)	\$1,551.00
Level 3 (5,000 sf - 1 acre)	\$2,719.00+ \$118 each additional acre or part thereof
Level 4 (> 1 acre)	
Resubmittal Fee	50 percent of plan review fee starting with second resubmittal after the initial application

**Application Type****Permit/Inspection Fees**

Single Family Residential Erosion Control Inspection (up to and including 5,000 sq ft)	\$224.16 each
Single Family Residential Erosion Control Inspection (5,001 to 20,000 sq ft)	\$278.83
Residential Subdivision and Commercial Site fee	
Erosion Control and LID Inspection (based on lot size) (new building sites only)	

## Application Type

### Permit/Inspection Fees

5,001 – 20,000 sq ft	\$278.83
20,001 – 40,000 sq ft	\$388.18
40,001 – 220,000 sq ft	\$497.53
Over 220,000 sq ft	\$628.75

\*Note: Subdivision is based on total subdivision until all improvements are accepted by the City, then individual lot fees apply if a permit is being issued for work that disturbs ground or requires LID

Streets and/or Alleys	\$2.51 per linear foot or part thereof
Curb and/or sidewalk	\$2.51 per linear foot or part thereof
Sidewalk Fee-in-lieu (Per City Engineer Estimate)	\$77.39 per linear foot or part thereof
Street lighting (For projects outside city limits, fees will increase by 25 percent)	\$1.87 per linear foot or part thereof
Driveways: Residential	\$172.77 each
Driveways: Commercial	\$861.65 each
Sanitary Sewer Main (For projects outside city limits, fees will increase by 25 percent)	\$3.39 per linear foot or part thereof plus \$1.75 per linear foot for Television Inspection
STEP Sewer System: Residential (For projects outside city limits, fees will increase by 25 percent)	\$556.11 each
STEP Sewer System: Commercial (For projects outside city limits, fees will increase by 25 percent)	\$1,114.25 each
Sewer Pump Station	\$1,114.25 each
On-Site Community Septic System (For projects outside city limits, fees will increase by 25 percent)	\$1,114.25 each
Individual Septic Review Letter	\$219 each
Sewer Lateral Connection at Main	\$402.40 each
Sewer Lateral Connection on Property	\$160.74 each
Storm Sewer Main	\$3.39 per linear foot or part thereof plus \$1.75 per linear foot for Television Inspection
Storm On-Site System	\$740.28 each
Water Main (For projects outside city limits, fees will increase by 25 percent)	\$3.39 per linear foot or part thereof
Water Connection (New)	\$218.69 each

## Application Type

### Permit/Inspection Fees

Water Purity Sampling Test (Collected for second and subsequent tests for the same system)	Actual Costs to be Assessed
Water Main Shutdown (collected for second or subsequent request for the same system)	Actual Costs to be Assessed
Reclaimed Water Main or Service Connection	\$3.39 per linear foot or part thereof
Reclaimed Water Connection (new)	\$218.69 each
Reclaimed Water Sampling Test (Collected for second and subsequent tests for the same system)	Actual Costs to be Assessed
Reclaimed Water Main or Service Connection Shutdown (collected for second or subsequent request for the same system)	Actual Costs to be Assessed
Traffic Signal	\$1,722.22 each
Solid Waste Pad and/or enclosure	\$273.37
Landscape	\$410.05
Bicycle Parking	\$344.44
Paving of Parking Lots (including re-paving)	\$0.07 per square foot or part thereof
Right-of-Way Obstruction Permit (Traffic Control Plan may be required; flaggers and/or lane restrictions in place for 1 hour or less)	\$200.99 each
Right-of-Way Obstruction Permit	\$614.53 each
Right-of-Way Obstruction Permit (Traffic Control Plan Required, flaggers and/or lane restrictions in place for more than 1 hour) <sup>1</sup>	
Right-of-Way Excavation/Restoration (Completion Bond Required before Issuance of a Permit equal to 125 percent value of the work)	\$201.20 each
Right-of-Way Vacation Request	\$2,124.61 each
Latecomer Reimbursement Contract	\$2,124.61 + 5 percent Administrative Fee (5 percent of the reimbursement amount is deducted by the city for administrative fees each time the city collects a latecomer fee from a property owner within the reimbursement area)
UGA City Utility Availability Authorization	\$191.36 each
Long Term Right-of-Way Use Authorization for Open Right-of-Way Use per Year	\$459.26 per year

**Application Type**

**Permit/Inspection Fees**

Street Closure Permit for Temporary Moving of Structures or Equipment \$929.45 each

Recording Fees for Bills of Sale, Easements, Deeds, Annexation Agreements, Sewer Connection Contracts, Interim Onsite Sewage System Agreements ~~\$253.69~~328.50

Recording Fees for Stormwater Maintenance Agreements ~~\$347.72~~428.50

**Private Utilities**

Private Utility (power, natural overhead, gas, telecommunications, CATV) (New development of systems):

New Short Plat – (2-9 Lots)  
Plan Check: \$246.03  
Permit Fees: \$87.48

New Long Plat – (10-25 Lots)  
Plan Check: \$344.44  
Permit Fees: \$125.75 + \$0.20 per linear foot or part thereof

New Long Plat – (26+ Lots)  
Plan Check: \$585.01  
Permit Fees: \$125.75 + \$0.20 per linear foot or part thereof

New Commercial:  
Plan Check: \$344.44  
Permit Fees: \$109.35

New R-O-W Utilities (New or Extension)  
Plan Check: \$287.58 + \$1.00 per linear foot or part thereof  
Permit Fees: \$103.88 + \$0.10 per linear foot or part thereof

Repair/Replace Existing or new lines or cable using existing infrastructure  
Plan Check: \$287.58  
Permit Fees: \$103.88 + \$0.10 per linear foot or part thereof  
New/Replace Pole: \$103.88 per Each

Resubmittal fees starting with second resubmittal after the initial application 50 percent plan check fees

**Pavement Restoration Fee**

Base Fee \$27.34 per square foot or part thereof  
Year 1 (new pavement) 5X base fee  
Year 2 4X base fee

**Application Type**

**Permit/Inspection Fees**

Year 3	3X base fee
Year 4	2X base fee
Year 5	1X base fee

**Tree Protections and Replacement Ordinance Fee Schedule**

Tree Plan Review for New Commercial Development	\$956.79 each
Tree Plan Review for New Multi-family Residential Development	\$1,033.33 each
Tree Plan Review for New Subdivisions - 9 lots and less	\$792.77 each
Tree Plan Review for New Subdivisions - 10 lots and more	\$1,033.33 + \$26.00 per lot
Tree Plan Field Inspection for New Commercial Development	\$956.79 each
Tree Plan Field Inspection for New Multi-family Residential Development	1,033.33 each
Tree Plan Field Inspection for New Subdivisions - 9 lots and less	\$792.77 each
Tree Plan Review for New Subdivisions - 10 lots and more	\$1,033.33 + \$26.00 per lot
Tree Plan Review for Tree Trimming by Private Utility	\$377.25 + \$0.10 per linear foot, or part thereof, of project
Tree Plan Field Inspection for Tree Trimming by Private Utility	\$262.43 + \$0.10 per linear foot, or part thereof, of project
Tree Conversion Option Harvest	\$164.02 per acre, or part thereof, to \$3,000.00 maximum
Technology Fee – applicable to all permits and plan review fees	4.0 percent of permit/plan review fee

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1. Fee may be waived by the Community Planning and Development Director or designee for removal of hazard trees determined to be a high risk based on a Tree Risk Assessment approved by the City’s urban forester.

**Section 2. Amendment of OMC 4.36.010.** Olympia Municipal Code Section 4.36.010 of the Olympia Municipal Code is hereby amended to read as follows:

**4.36.010 Building code review and permit fees**

A. The determination of value or valuation under any of the provisions of this code is made by the building official based on the valuation data established by the International Code Council under the provisions of building standards valuation data or other supporting data. The value to be used in computing the building and building plan review fees is the total of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, and other permanent equipment. Single-family and duplex dwellings of wood frame construction having an area of more than 2,500 square feet per unit are valued at "good construction" rate. All others are valued at "average construction" rate. Remodels are valued based on the contract price of the project or as determined by the building official.

B. Payment of fees. A permit is not valid until the fees prescribed by law have been paid, nor may an amendment to a permit be released until the additional fee, if any, has been paid.

C. Schedule of permit fees. On buildings, structures, gas, mechanical, and plumbing systems or alterations requiring a permit, an applicant shall pay a the fee for each permit ~~must be paid~~ as required using the current fee schedule.

D. Plan Review Fees: When submittal documents are required, an applicant shall pay a the plan review fee ~~must be paid~~ at the time of submitting the submittal documents for plan review. The current fee schedule as adopted establishes the plan review fee. The actual permit fees and related plan review fee is determined upon completion of the plan review and the balance owing must be paid at the time of permit issuance.

The plan review fee is a separate fee from the permit fees specified in this section and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items, the applicant shall pay an additional plan review fee ~~is charged~~ at the rate shown in the current fee schedule.

E. Building permit valuations. The value to be used in computing the building permit and building plan review fees is the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, and any other permanent equipment. Contractor's overhead and profit is also included. The Valuation factor is used in assessing the building permit for installation of Sign and Commercial Landscaping permits (plan review for Signs and Commercial landscaping will be 65 percent of the permit).

F. Investigation Fees: Work without a Permit.

1. Investigation. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation must be made before a permit may be issued for such work.

2. Fee. A property owner or other responsible party shall pay An an investigation fee, in addition to the permit fee, ~~is collected~~ whether or not a permit is then or subsequently issued. The investigation fee is equal to the amount of the permit fee required by this code. The minimum investigation fee is the same as the minimum fee set forth in the currently adopted fee schedule. This fee is an additional, punitive fee and does not apply to any Grading or Building Permit Fee that may subsequently be issued. Payment of the investigative fee does not vest the illegal work with any legitimacy, nor does it establish any right to a Permit for continued development of that project. If the work done remains illegal for 90 days after service of the Stop Work Order, it is considered hazardous and must be abated per the Olympia Municipal Code.

3. The payment of such investigation fee does not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

G. Fee Refunds.



The building official may authorize the refunding of:

1. 100 percent of any fee erroneously paid or collected.
2. Up to 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. Up to 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done. The building official may not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

H. Fee Exempt Permits:

1. Agricultural/deer fences up to eight feet tall

**FEE TABLE -- BUILDING PERMIT FEES**

**Building Permit Fees (based on valuation)**

<b>Total Valuation</b>	<b>Fee</b>
\$1.00 to \$500.00	\$114.81
\$501.00 to \$2,000.00	\$114.81 for the first \$500.00 plus \$5.78 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$201.75 for the first \$2,000.00 plus \$18.35 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$624.26 for the first \$25,000.00 plus \$13.88 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$971.71 for the first \$50,000.00 plus \$10.32 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,488.38 for the first \$100,000.00 plus \$8.72 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$4,978.73 for the first \$500,000.00 plus \$7.74 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$8,855.08 for the first \$1,000,000.00 plus \$6.48 for each additional \$1,000.00 or fraction thereof

**Other Building Inspections and Fees**

Inspections outside of normal business hours	\$191.36 per hour* (minimum charge - two hours)
Reinspection fees	\$191.36 per hour*
Inspections for which no fee is specifically indicated	\$191.36 per hour* (minimum charge - one-half hour)
Additional plan review required by changes, additions, or revisions to approved plans	\$191.36 per hour* (minimum charge - one-half hour)
For use of outside consultants for plan checking and inspections, or both	Actual Costs*
Certificate of occupancy inspection not related to building permit and as required by Section 110	\$191.36 per hour* (minimum 2 hours)
Inspections requested on expired permits	191.36 per hour* (minimum charge - two hours)

\* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost includes supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

\*\* Including administrative and overhead costs.

For Stop Work issued (work being done without a permit)	\$191.36 per hour (minimum charge – one hour)
State of Washington State Building Code Council charges	\$4.50 on every building permit issued
Vacant Property Registration Fee (OMC 16.06.090)	\$200 annually
Temporary Certificate of Occupancy (TCO)	Application filing fee (nonrefundable):
	Residential (single-family) \$109.35
	Commercial and multi-family residential \$164.02 (interior remodel)
	Commercial and multi-family residential \$546.74 (new construction and substantial exterior and interior remodel)

**Building Plan Review Fees**

SF Plan Review 68 percent of building permit fee if greater than 1500 sf  
 25 percent of building permit fee if 1500 sf or less

SF Stormwater Plan Review – Single Family Home, Duplex, Townhouse, Accessory Dwelling Unit, Manufactured Home on Single Lot, Residential or Structural Addition, Residential Revision, or Deferred Submission

(area of new or replaced impervious surface)

Level 1 (300-1,000 sf)	\$118.00
Level 2 (1,000-5,000 sf)	\$261.00
Level 3 (5,000 sf - 1 acre)	\$1,551.00
Level 4 (> 1 acre)	\$2,719.00+ \$118 each additional acre or part thereof
Tree removal permit	\$27.34 per tree up to \$250.00 total

Commercial Review 68 percent of building permit fee

Addition/remodel SF, duplex 68 percent of building permit fee

Areas of Special Flood Hazard:\*

<u>Plumbing, Mechanical</u>	<u>\$150</u>
<u>Building</u>	<u>\$350</u>

\*For permits required by OMC 16.70.

**Mobile/Manufactured Housing or Commercial Permit Fees**

*Temporary use (single wide)	\$338.98
*Temporary use (double wide)	\$410.05
Permanent use (single wide)	\$557.67
Permanent use (double wide)	\$574.07
Permanent use (triple wide)	\$595.94
Add-a-room (pre-manufactured addition)	\$420.99
*Temporary commercial use (single)	\$492.06
Permanent commercial use (double)	\$519.40
Permanent commercial use (triple)	\$546.74

**Mobile/Manufactured Housing or Commercial Permit Fees**

Plan check fee of 65 percent of permit fee will be required for commercial use only.

\*Temporary use is considered 180 unless otherwise approved through written request

**Demolition Permit Fees**

Buildings less than 3,000 sq ft	\$120.28
Buildings between 3,001 and 5,000 sq ft	\$273.37
Buildings between 5,001 and 10,000 sq ft	\$328.04
Buildings greater than 10,000 sq ft	\$426.45

Technology Fee – applicable to all permits and 4.0 percent of permit/plan review plan review fees

**Electrical Permit and Inspection Fees**

Applications may be submitted using the permit portal (<https://ci-olympia-wa.smartgovcommunity.com/Public/Home>) or in person. The City of Olympia follows the State of Washington Department of Labor & Industries current Fee Schedule.

See OMC 4.36.020.

**Washington State Energy Code Review**

Commercial	\$218.69
Residential	\$109.35

**Electrical Permit Fines and Penalties**

The City of Olympia follows the Washington Administrative Code 296-46B-915 Civil penalty schedule

**Mechanical Permit Fees (plus applicable unit fees)**

**Permit Issuance Fee**

For the issuance of each permit	\$114.81
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**Single Family Residential (flat fee no permit issuance fee)**

New SFR Mechanical Heating system including ducts and vents attached thereto (first unit, up to and including 2,500 sq ft)	\$328.04
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## **Mobile/Manufactured Housing or Commercial Permit Fees**

Additional Unit/s and/or associated ducts and vents attached thereto (over 2,500 sq ft) \$284.30

### **Unit Fee Schedule**

Note: The following includes permit issuance fee.

### **Furnaces**

For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance \$71.08

### **Appliance Vents**

For the installation, relocation, or replacement of each appliance vent installed and not included in an appliance permit \$49.21

### **Repairs or Additions**

For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls regulated by the Mechanical Code \$71.08

### **Boilers, Compressors and Absorption Systems**

For the installation or relocation of each boiler or compressor \$114.81

### **Air Handlers**

For each air-handling unit to and including 10,000 cubic feet per minute (4,720 L/s), including ducts attached thereto \$71.08

Note: This fee does not apply to an air-handling unit which is a portion of a factory assembled appliance, cooling unit, evaporative cooler, or absorption unit for which a permit is required elsewhere in the Mechanical Code.

For each air-handling unit exceeding 10,000 cubic feet per minute (4,720 L/s) \$71.08

### **Evaporative Coolers**

### **Mobile/Manufactured Housing or Commercial Permit Fees**

For each evaporative cooler other than portable type 71.08

### **Ventilation and Exhaust**

For each ventilation fan connected to a single duct \$49.21

For each ventilation system which is not a portion of heating or air conditioning system authorized by a permit \$49.21

For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood \$49.21

**Wood or Gas Stove Insert including vent** \$82.01

**Incinerators** \$136.68

### **Miscellaneous**

For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the code \$49.21

Permit fees for fuel-gas piping is as follows:

Single gas pipe repair or connection including flexible connector for up to the first 5 connections \$49.21

Multiple gas pipe repair or connections including flexible gas connectors for 6 or more connections, additional fee of \$2.73 ea

### **Other Inspections and Fees**

Inspections outside of normal business hours, \*per hour (minimum charge – two hours) \$191.10\*

Reinspection fees \$191.36\*

Inspection for which no fee is specifically indicated, per hour (minimum charge – one-half hour) \$191.36\*

### **Mobile/Manufactured Housing or Commercial Permit Fees**

Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge – one-half hour) \$191.36\*

For use of outside consultants for plan checking and inspections, or both. Actual Cost

For Stop Work issued (work being done without a permit) \$191.36 per hour (minimum charge – one hour)

\* Or the total hourly cost to the jurisdiction, whichever is greatest. This cost includes supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

### **Plumbing Permit Fees**

Permit Issuance

For issuing each permit \$174.96

### **Single Family Residential (flat fee no permit issuance fee)**

New SFR Plumbing system (up to 3 bathrooms, one kitchen, over 3/1 use unit schedule for additional fixtures) \$267.90

### **Swimming Pools\***

For each in-ground swimming pool or spa \$136.68 (fencing requirements apply)

For each above ground swimming pool over 5000 gallons \$68.34 (fencing requirements apply)

\*All pools over 24 inches in depth require approved fencing

Plumbing Permits for New Single Family Residential \$267.90

### **Unit Fee Schedule**

Note: The following requires a permit issuance fee in addition to unit fees

Gas Piping System

### **Plumbing Permit Fees**

Single gas pipe repair or connection including flexible gas connector for up to the first 5 connections	\$38.27
Multiple gas pipe repair or connections including flexible gas connectors for 6 or more connections, additional fee of	\$2.73 ea
For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection)	16.40
For each building sewer and each trailer park sewer	\$38.27
Rainwater systems – per drain (inside building)	\$10.93
For each private sewage disposal system/grinder pump (when allowed)	\$82.01
For each water heater and/or vent	\$27.34
For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture trap	\$22.96
For each installation, alteration, or repair of water piping and/or water treating equipment, each	\$21.87
For each repair or alteration, of drainage or vent piping, each fixture	\$21.87
For each lawn sprinkler system on any one meter including backflow protection devices therefor	\$38.27
For atmospheric-type vacuum breakers not included in lawn sprinkler system	\$38.27

### **Other Inspections and Fees**

Inspections outside of normal business hours, per hour (minimum charge – two hours)	\$191.36*
Reinspection fees	\$191.36*



**Plumbing Permit Fees**

Inspection for which no fee is specifically indicated	\$191.36*
Additional plan review required by changes, additions, or revisions to approved plans, per hour (minimum charge – one hour)	\$191.36*
For the use of outside consultants for plan checking and/or inspections	*Actual Costs
For Stop Work being issued (work being done without permit)	\$191.36

\* Or the total hourly cost to the jurisdiction, whichever is greatest. This cost includes supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

**Grading Plan Permit Fees** \$426.45 base fee plus \$.01 per cubic yard

**Other Inspections and Fees**

Inspections outside of normal business hours, per hour (minimum charge – two hours)	\$191.36*
Reinspection fees	\$191.36*
Inspection for which no fee is specifically indicated, per hour (minimum charge one-half hour)	\$191.36*

\*Or the total hourly cost to the jurisdiction, whichever is greatest. This cost includes supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

**Grading Plan Review Fees** 65 percent of the permit fee

**Other Fees**

Additional plan review required by changes, additions, or revisions to approved plans, per hour (minimum charge – one-half hour)	\$191.36*
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\* Or the total hourly cost to the jurisdiction, whichever is greatest. This cost includes supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

**Section 3. Amendment of OMC 4.36.020.** Olympia Municipal Code Section 4.36.020 of the Olympia Municipal Code is hereby amended to read as follows:

**4.36.020 Electrical inspection and permit fees**

Applications may be submitted using the permit portal or in person. The City of Olympia follows the State of Washington Department of Labor & Industries current Fee Schedule, set forth in WAC 296-46B-906, which is hereby incorporated into this chapter by reference, as if fully set forth herein (Plus permit issuance fee). Fees are in addition to other plumbing and building fees listed in this chapter except as specified in SFR fee for plumbing and mechanical.

**A. PLAN REVIEW FEE.**

- 1. Fee is 68 percent of the electrical work permit fee including a plan review submission fee of: \$86.96
- 2. Supplemental submissions of plans per hour or fraction of an hour of review time \$103.72
- 3. Plan review shipping and handling fee \$ Actual Shipping Cost
- 4. Areas of Special Flood Hazard (For permits required by OMC 16.70) \$150

**B. OTHER INSPECTIONS.**

- 1. Inspections not covered by above inspection fees must be charged portal-to-portal per hour. \$191.36

**C. REFUND PROCESSING FEE.**

- 1. All requests for permit fee refunds will be assessed a processing fee equal to 20 percent of the original permit fee.

**Section 4. Amendment of OMC 4.40.010.** Olympia Municipal Code Section 4.40.010 of the Olympia Municipal Code is hereby amended to read as follows:

**4.40.010 Land use application review fees**

A. Commencing January 1, 2024, the following fee schedule applies.

<b>Certifications and Appealable Letters</b>	<b>Land Use and Planning Applications<sup>1</sup></b>
Independent Confirmation of Critical Areas Report	\$902 plus any consultant costs
Wetland Report prepared by City staff	\$875 plus any consultant costs
Staff Confirmation Letter for Zoning, Occupancy Status, Flood Hazard, and other similar confirmations	\$219
Staff-Researched Letter, Shoreline Permit Exemption, Land Use Approval Time Extension, Legal Lot Determination, or Appealable Opinion <sup>2</sup>	\$503
<b>Actions Independent of Development Review</b>	
Presubmission Conference	\$372 + \$67 for stormwater utility review

SEPA Review (only)	\$525
Variance (staff level)	\$328
Variance and/or Reasonable Use Exception (by Examiner)	\$1,531 + \$1,000 Hearing Examiner deposit <sup>4</sup>
<b>Code and Plan Amendments</b>	
Comprehensive Plan Amendment (post-screening without rezone)	\$2,843
Shoreline Program	\$3,499
Original Master Plan (Villages & Centers) (See OMC Chapter <a href="#">18.05</a> )	\$3,499 + \$ 140 per acre or part thereof + \$2,500 Hearing Examiner deposit <sup>4</sup>
Master Plan Revision	\$1,750 + \$1,500 Hearing Examiner deposit <sup>4</sup>
Master Plan Revision – Stormwater Utility Plan Review (area of new or replaced impervious surface)	
Level 1 (300-1,000 sf)	\$118.00
Level 2 (1,000-5,000 sf)	\$261.00
Level 3 (5,000 sf - 1 acre)	\$1,551.00
Level 4 (> 1 acre)	\$2,719.00+ \$118 each additional acre or part thereof
Development Agreement	\$4,4500 + \$2,000 Hearing Examiner deposit if referred to examiner <sup>4</sup>
Zoning and Development Code Maps or Text	\$3,499 + if a site-specific rezone, a \$1,500 Hearing Examiner deposit <sup>4</sup>
<b>Annexations</b>	
Notice of Intent to Annex	\$350
Petition to Annex	\$4,625
<b>Temporary Uses</b>	
Temporary Use Permit for three or less consecutive days	\$164
Temporary Uses for four or more consecutive days	\$383
<b>Subdivision Actions</b>	
Lot Consolidation	\$612
Boundary Line Adjustment	\$602 plus \$160 per boundary line
Preliminary Short or Large-Lot Plat	\$1,487 + \$300 per lot
Final Short or Large-lot Plat	\$973

Preliminary Long, Short, or Large-Lot Plat – Stormwater Utility Plan Review (if frontage improvements) (area of new or replaced impervious surface)	\$118.00
Level 1 (300-1,000 sf)	\$261.00
Level 2 (1,000-5,000 sf)	\$1,551.00
Level 3 (5,000 sf - 1 acre)	\$2,719.00+ \$118 each additional
Level 4 (> 1 acre)	acre or part thereof
Preliminary Long (ten or more lots) Plat	\$5,096 + \$600 per acre, or part thereof + \$2,500 Hearing Examiner deposit <sup>4</sup>
Final Long (ten or more lots) Plat <sup>3</sup>	\$4,243
Binding Site Plan	Any land use review fee; plus sum equivalent to platting fee - latter reduced by 1/2 if concurrent with initial development
Binding Site Plan – Stormwater Utility Plan Review (area of new or replaced impervious surface)	
Level 1 (300-1,000 sf)	\$118.00
Level 2 (1,000-5,000 sf)	\$261.00
Level 3 (5,000 sf - 1 acre)	\$1,551.00
Level 4 (> 1 acre)	\$2,719.00+ \$118 each additional
	acre or part thereof
Improvements deferral review by Examiner (OMC <a href="#">17.44.020(E)</a> )	\$1,968 + \$2,000 Hearing Examiner deposit <sup>4</sup>
<b>Land Use (Site Plan) Review<sup>3</sup></b>	
No new structure to 5,000 square feet new gross floor area	\$2,952
5,001 to 8,000 square feet of new gross floor area	5,249
8,001 to 16,000 square feet of new gross floor area	\$7,545
16,000 to 24,000 square feet of new gross floor area	\$10,169
24,001 or more square feet of new gross floor area	\$14,324
Land Use Review – Stormwater Utility Plan Review (area of new or replaced impervious surface)	
Level 1 (300-1,000 sf)	\$118.00
Level 2 (1,000-5,000 sf)	\$261.00
Level 3 (5,000 sf - 1 acre)	\$1,551.00
Level 4 (> 1 acre)	\$2,719.00+ \$118 each additional
	acre or part thereof

## Supplemental Actions

Traffic modeling or distribution by City staff	No charge, except any consultant fees
Additional SEPA Review (WAC <a href="#">197-11-335</a> )	No charge, except any consultant fees
Environmental Impact Statement	\$4,702 + preparation at contract rate to be determined
Design Concept Review --Board Level	\$1,367
Design Details Review-- Board Level	\$1,367
Design Review--Staff Level	\$547
Design Review--Staff Level for Single Family Detached and Accessory Dwelling Units	\$273
Shoreline Permit (Substantial Development Permit, Shoreline Conditional Use Permit, Shoreline Variance) and Conditional Use Permit Requiring Examiner Review <sup>5</sup>	\$1,640+ \$2,000 Hearing Examiner deposit <sup>4</sup>
Shoreline Permit (Substantial Development Permit, Shoreline Conditional Use Permit, Shoreline Variance) and Conditional Use Permit Requiring Administrative Review <sup>5</sup>	\$984
Shoreline Permit (Substantial Development Permit, Shoreline Conditional Use Permit, Shoreline Variance) and Conditional Use Permit Requiring Administrative or Hearing Examiner Review - Stormwater Utility Plan Review (area of new or replaced impervious surface)	
Level 1 (300-1,000 sf)	\$118.00
Level 2 (1,000-5,000 sf)	\$261.00
Level 3 (5,000 sf - 1 acre)	\$1,551.00
Level 4 (> 1 acre)	\$2,719.00+ \$118 each additional acre or part thereof
Wireless Communication Facility -- Requiring Examiner Review	\$5,030 + \$2,000 Hearing Examiner deposit <sup>4</sup> plus any consultant costs of City
Short-Term Rental Permit	\$109
Wireless Communication Facility -- Requiring Administrative Review <sup>5</sup>	\$4,046
Modification of an approved application	50 percent of standard fee plus any Examiner deposit
Impact Fee Appeal to Examiner	\$2,296 + \$500 Hearing Examiner deposit <sup>4</sup>
Other Appeal to Examiner	\$1,422

Appeals to Council (only if authorized)	\$547
Request for Reconsideration or Clarification by Examiner (OMC <a href="#">18.75.060</a> and 070)	\$355 + \$500 Hearing Examiner deposit <sup>4</sup>

**Historic Rehabilitation Tax Exemption**

Commercial	\$962
Residential	\$284
Technology Fee – applicable to all planning applications	4.0 percent of planning fee

**Multi-Family Tax Exemption**

Application Fee	\$1,000 + \$75 per unit up to \$5,000
Request for Extension of Conditional Certificate	\$150
Appeal to Examiner	\$1,420

Resubmittal Fee 50% of application fee starting with second resubmittal after the initial application

NOTES:

1. Additional fees may be applicable, including tree plan and engineering fees.
2. Staff certification or researched letter fees, and need for third-party consultation are at the discretion of the Director or designee.
3. There is no extra charge for Planned Residential Development Approval.
4. Where Examiner deposit is required, applicant is responsible and required to pay actual Hearing Examiner costs, which may be higher or lower than the deposit amount.
5. Fee is in addition to any applicable Land Use Review Fee.

**Section 5. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerk errors, references, ordinance numbering, section/subsection numbers and any references thereto.

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

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

**Section 8. Effective Date.** This Ordinance takes effect five days after publication.

\_\_\_\_\_  
MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**

*Michael M. Young*  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

### Public Hearing on Master Use Permit for Ziplly Fiber

**Agenda Date:** 3/5/2024  
**Agenda Item Number:** 5.A  
**File Number:**24-0194

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**Type:** public hearing **Version:** 1 **Status:** Public Hearing

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#### **Title**

Public Hearing on Master Use Permit for Ziplly Fiber

#### **Recommended Action**

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

Not referred to a committee.

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

Hold a public hearing regarding Ziplly Fiber's request for a Master Permit. After hearing public testimony, close the public hearing and direct staff to return to Council with a proposed ordinance granting a Master Permit to Ziplly Fiber.

#### **Report**

##### **Issue:**

Whether to hold a public hearing regarding Ziplly Fiber's request for a Master Permit and direct staff to return to Council with a proposed ordinance granting a Master Permit to Ziplly Fiber.

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

Stephen Sperr, P.E., Assistant City Engineer, Public Works Engineering, 360.753.8739

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

Stephen Sperr, P.E., Assistant City Engineer

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

In February of 2023, Ziplly Fiber submitted a request to obtain a Master Permit from the City to provide communication and telecommunication services within the City. Soon after their request was submitted, they began to provide such services through a partnership with Wholesail Networks, who hold an active Master Permit to provide such services in the City. However, Ziplly Fiber's service plan for the City includes the installation and maintenance of infrastructure separate from Wholesail's infrastructure.

City staff have determined that Ziplly Fiber has the technical ability, and general qualifications outlined in Chapter 11.06 of the Olympia Municipal Code (OMC) necessary to provide telecommunication



services meeting the requirements of a Master Permit. Per OMC 11.06, a public hearing is necessary before a decision is made whether to proceed with issuing a Master Permit or not.

**Climate Analysis:**

The focus of a Climate Framework Analysis for this Master Permit was on the construction of the necessary infrastructure associated with the services Ziplly Fiber is proposing. Construction would be a combination of open trench and bored installation of communication cable, along with the placement of some cable on existing overhead power and communication poles. Individual service to customers is via an underground connection.

Climate impacts from this work will be temporary and include noise impacts and discharge of exhaust from gasoline and diesel-powered construction equipment.

**Equity Analysis:**

Ziplly Fiber's expansion plan in the City will provide another telecommunications option, at a price that's apparently more affordable to customers than some other plans. More options for service usually result in lower prices for the consumer of that service, which benefit economically disadvantaged groups in our community.

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

Neighborhoods may be inconvenienced for short periods of time during construction of infrastructure associated with this proposed Master Permit but should welcome the availability of this telecommunications option. Service to existing telecommunication customers in Neighborhoods will not be affected.

**Financial Impact:**

The applicant will be required to pay fees associated with permits to do work within the City right-of-way and adjacent easements under a Master Permit.

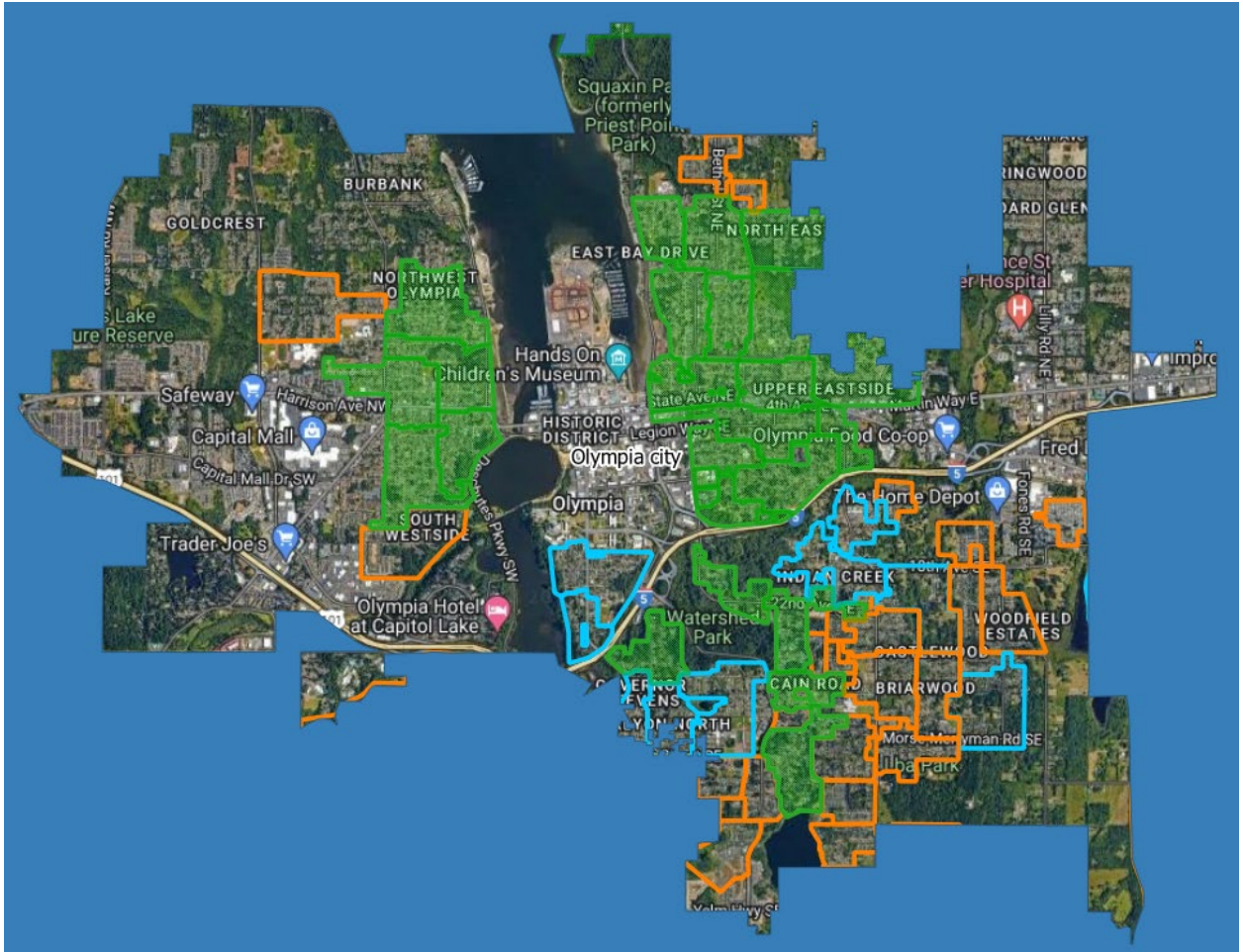
**Options:**

1. Hold a public hearing regarding Ziplly Fiber's request for a Master Permit. After hearing public testimony, close the public hearing and direct staff to return to Council with a proposed ordinance granting a Master Permit to Ziplly Fiber.
2. Hold a public hearing on Ziplly Fiber's request to obtain a Master Permit. After hearing public testimony, if there are concerns direct staff to follow up and return at a later date.
3. Do not hold a public hearing and delay the approval of an ordinance granting a Master Permit until a later date.

**Attachments:**

Proposed Service Area Map

# Zipty Fiber's Proposed Service Area



## LEGEND:

Green = Probable

Blue = Under Path/Cost Review

Orange = Soft Surface Evaluation



## City Council

# Approval of a Resolution Authorizing an Agreement with the Department of Enterprise Services for Phase 1 Design and Re-Construction Audit for the Armory

**Agenda Date:** 3/5/2024  
**Agenda Item Number:** 6.A  
**File Number:**24-0108

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

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### Title

Approval of a Resolution Authorizing an Agreement with the Department of Enterprise Services for Phase 1 Design and Re-Construction Audit for the Armory

### Recommended Action

#### Committee Recommendation:

Not referred to a committee.

#### City Manager Recommendation:

Move to approve Resolution authorizing an agreement t with the Department of Enterprise Services for Phase 1 Design and Re-Construction Audit for the Armory.

### Report

#### Issue:

Whether to approve Resolution authorizing an agreement with the Department of Enterprise Services for Phase 1 Design and Re-Construction Audit for the Armory.

#### Staff Contact:

Valerie Roberts, Armory Building Manager, Parks, Arts & Recreation, 360.753.8468

#### Presenter(s):

Valerie Roberts, Armory Building Manager

### Background and Analysis:

#### Armory Project Background:

The City of Olympia will transform this Historic Building into a new Armory Creative Campus-a space that will support the arts as integral to Olympia's way of life; encourage community growth through creativity and innovation; use the arts to connect people, ideas, and place while working within an equity framework. The conceptual design through community visioning was completed in November 2022. In July 2023, artists, culture bearers, and a youth action council imagined possible uses of the space through art installations and creative projects through NEA funded Art Interventions.

In January of 2024, eight non-profit arts organizations were identified as future tenants (Anchor Partners for the building), including The Bridge Music Project, Capital City Pride, Community Print, Kokua Services/Hummingbird Studio, Olympia Film Collective, Olympia Lamplighters, PARC Foundation and TC Media. These organizations will create a core partner group to activate the campus and bring the community vision to life.

### DES Energy Savings Program

The Washington Department of Enterprise Services (DES) Energy Savings Program allows the City of Olympia to complete essential upgrades to the Armory building while providing other multiple benefits including contracting support by way of their own Project Manager (in addition to the City's), to guide the process and ensure compliance, performance, price, and energy savings guarantee, and a faster turnaround on timeline. A majority (over 90%) of Phase 1 building enhancements fit within the scope for Energy Service Company (ESCO) work. Additionally, there is an opportunity for financial support with an ESCO through the pursuit of federal energy savings grants and the possibility to lease of some energy systems within the Armory to defer upfront costs.

Ameresco was selected as the primary contractor through the DES Energy Savings program for the Armory project in October of 2023. They are a leading cleantech integrator and renewable energy asset developer, owner, and operator. They work to reduce operating expenses, upgrade, and maintain facilities, stabilize energy costs, improve occupancy comfort levels, increase energy reliability and resiliency, and enhance the environment. They have successfully implemented energy-saving, environmentally responsible projects for federal, state, and local governments, healthcare and educational institutions, housing authorities, and commercial and industrial customers, including several cities, counties, and agencies across the State. Ameresco's local team offers more than 10 decades of combined design and integration experience and their expertise includes design, procurement, testing, construction, commissioning, ownership, operations and maintenance, and verification of savings or production. All of these skills and resources will be directed to the Armory Creative Campus project to create a sustainable, safe and accessible building for the community to use for decades to come.

### Investment Grade Audit

The current Investment Grade Audit proposal includes energy audit services, engineering and environmental studies, and architectural and engineering services. The facilities which have been identified by City of Olympia are the Armory and Annex Building. Through preliminary efforts by the City of Olympia and Ameresco, it has been determined that the overall renovation and upgrade of the facilities expand beyond the current funding resources the City of Olympia currently has available. With this understanding, Ameresco, the City of Olympia and DES have discussed using a phased approach to the upgrades to the facility. The first phase of the overall project will have the overarching goal of making the Armory safe, accessible, functional, and open to the public while improving and implementing energy savings opportunities.

To meet the needs of the Olympia Armory, Ameresco (again in collaboration with the City of Olympia and DES) is proposing to begin design concurrent to the Investment Grade Audit. The goal is to design the whole project through a design development level (~80% Design) so that the future improvements are ready to proceed with a reduced design effort as additional funding becomes

available. Taking the design through to this level will provide sufficient design information to accurately budget the initial phase of construction and provide a clear design concept for future phases. This additional design effort will also empower the project team to achieve a thorough understanding and enable us to strategically plan the development and implementation process.

Ameresco is working with the City of Olympia to find additional funding opportunities, so that future Energy Conservation Measures can be implemented as additional funds become available.

**Climate Analysis:**

Through working with the DES Energy Program and Ameresco, all building improvements for the Armory Creative Campus will be approached through an Energy Conservation Lens. Because building use will change and occupancy will increase, we will most likely see an increase in energy use but a longer-term reduction of greenhouse gas emissions from the improvements to this building, especially as we commit to look for opportunities for clean self-sustaining energy such as solar.

**Equity Analysis:**

The Olympia Community, Arts Nonprofits, Anchor Partners and more will benefit from this work as it is the first step to upgrading the Armory to be available for community use. Although this portion of the work does not have a high community engagement component, it is based on community engagement work done previously through the 2022 Concept Plan. Finally, this work will be done with Ameresco, whose commitment to DEI and hiring local subcontractors who are minority and women owned is high and demonstrable.

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

No concerns reported.

**Financial Impact:**

\$1,000,000 Capital Heritage Projects Grants will cover 1/3 of this cost, the remaining \$546,666 will be covered through Capital funds identified for the Armory Project.

**Options:**

1. Approve Resolution: Implications include moving forward on upgrading the Armory building to be usable for the Olympia Community, Anchor Partners and more.
2. Modify Resolution: Implications include delays to construction timelines and push out the opening date for the Armory Creative Campus
3. Don't Approve Resolution: Implications include no improvements to the Armory Creative Campus, leaving the Armory building unable to open or be used by the Community.

**Attachments:**

Resolution  
Agreement  
Energy Services Authorization  
Ameresco Energy Audit Fee Proposal  
DES Funding Approval

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
APPROVING WORK THROUGH THE ENERGY PROGRAM AT DES FOR ENERGY AUDIT AND  
FIRST PHASE DESIGN SERVICES**

**WHEREAS**, on 07/17/2023, the City of Olympia and the Department of Enterprise Services (“DES”) entered into Agreement No. K8448 (Agreement K8448) to allow the City to use the DES Energy Program, which provides professional expertise and contract management services to the City under terms and conditions set forth in that agreement; and

**WHEREAS**, availing itself of such professional expertise and contract services is designed to assist the City in reducing energy and operational costs at publicly owned facilities; and

**WHEREAS**, Agreement K8448 provides that each Energy/Utility Conservation Project and associated project management fees are to be outlined in an amendment when specific projects are requested; and

**WHEREAS**, the City requested a Detailed Investment Grade Energy Audit of the City’s Armory Building Facilities (Armory and Annex) to identify cost effective energy conservation measures; and

**WHEREAS**, the Energy Services Company (ESCO), AMERESCO, provided an Energy Audit Fee Proposal dated January 18, 2024 for Audit services as well as design for the first phase of construction and design development for the overall project; and

**WHEREAS**, DES, through its Energy Program, seeks agreement between AMERESCO and the City Olympia (through DES Energy Services Authorization No. 2024-77iA(1)) in order to proceed with work and to fund the services outlined in the AMERESCO proposal dated January 18, 2024.

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

1. The Olympia City Council hereby ratifies Agreement K8448 between the City of Olympia and DES for Energy/Utility Conservation for professional expertise and contract management services through the DES Energy Program, signed by the City Manager and effective 07/17/2023.
2. The Olympia City Council hereby approves the AMERESCO Proposal dated January 18, 2024 (Proposal) for Audit services and design for the first phase of construction and design development for the overall project, as specifically outlined in such Proposal.
3. The Olympia City Council hereby approves the Energy Services Authorization No. 2024-77iA(1) (Authorization) through the DES Energy Program, which provides for the terms and conditions under which such services in the Proposal will be completed.

4. The Olympia City Council hereby approves the Funding Approval dated January 24, 2024 in the amount of Eight Hundred Twenty Thousand dollars (\$820,000) under the terms and conditions outlined in Agreement K8448, the Authorization, and the Proposal, all through the DES Energy Program.
  
5. The City Manager is authorized and directed to approve and/or execute on behalf of the City of Olympia any other documents necessary to facilitate completion of the services referenced herein for the benefit of the City's Armory Facilities, and to make any amendments or minor modifications as may be required and are consistent with the City Council's authorization and funding of such services.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY

State of Washington <b>ENERGY PROGRAM</b> Department of Enterprise Services P.O. Box 41476 Olympia, WA 98504-1476	<b>INTERAGENCY AGREEMENT</b>	
	IAA No.:	K8448
<b>CITY OF OLYMPIA</b> 515 Eastside St. Olympia, WA 98501	Date:	June 9, 2023

**INTERAGENCY AGREEMENT**  
**BETWEEN**  
**CITY OF OLYMPIA**  
**AND**  
**WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES**

Pursuant to RCW chapter 39.34 and RCW chapter 39.35C, this *Interagency Agreement (Agreement)* is made and entered into by and between the State of Washington acting by and through the Energy Program of the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and City of Olympia, a Washington State governmental agency (“Client Agency”) and is dated and effective as of the date of the last signature.

**RECITALS**

- A. Enterprise Services, through its Energy Program (“Energy Program”), helps owners of public facilities reduce energy and operational costs. The Energy Program is a national leader in developing and managing energy savings performance contracts that help reduce energy and operational costs in publicly-owned facilities.
- B. Upgrading to energy efficient infrastructure helps reduce long-term operations and maintenance costs. This allows owners to be better financial stewards while achieving their mission, so that Washington is a better place to live, learn, and work.
- C. Acting as the owner’s advocate, the Energy Program delivers professional expertise and contract management services. By leveraging capital investments, owners can achieve efficiencies, improve facilities, and reduce carbon emissions in their publicly-owned facilities. Energy Program also creates value to owners by managing risk through guaranteed total project costs, equipment performance, and energy savings.
- D. Client Agency, an owner of a public facility, desires to contract with Energy Program to access and obtain certain Energy Program Services.
- E. The purpose of this Agreement is to establish a vehicle for Energy Program to provide future energy/utility conservation project management services to Client Agency and to authorize the development of the energy services proposal in a cost-effective, efficient manner.



## A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **TERM.** The term of this *Agreement* commences on the date of the last signature and ends **December 31, 2027**.
  
2. **STATEMENT OF WORK.**
  - A. **ENERGY PROGRAM.** Energy Program agrees to provide the following Services:
    - i. Upon request by Client Agency for energy services for a specific Energy/Utility Conservation Project(s), the Parties shall execute an amendment to this *Agreement* to specify the project and associated project management fees as set forth by Attachment B. Enterprise Services shall furnish necessary personnel and services as specified and set forth in Attachment A, *Project Management Services Scope of Work*.
    - ii. Assist in Dispute Resolution. Dispute resolution is an ongoing process throughout the project. However, this assistance does not include formal dispute resolution, arbitration or legal advice or representation in any legal action, and does not include legal fees and costs related to any dispute. Formal dispute resolution begins when a written claim is received demanding arbitration or other legal process is received. All formal dispute fees and costs will be borne separately by Client Agency. The Attorney General cannot and will not represent or advise a non-state agency.
  
  - B. **CLIENT AGENCY.** Client Agency agrees to the following:
    - i. Will conform to the protocols of this *Agreement*, including Enterprise Services' *General Conditions for Washington State Energy Savings Performance Contracting ("General Conditions")*, and as supplemented.
    - ii. Will conform to the requirements of the *General Conditions* for timely processing and approval of agreed upon changes to construction contracts involving cost, and for payment.
    - iii. Will conform to the following guidelines for communications between Client Agency, Enterprise Services and ESCOs (Energy Services Company) through the design, construction and post-construction phases as outlined below:
      - a) Communications between Client Agency, Energy Program Project Manager ("PM") and ESCO shall go through the PM. The PM may authorize exceptions for specific projects or situations. The PM may authorize the ESCO to communicate directly with Client Agency personnel to expedite the design and to avoid communication delays. This action does not authorize additional work, change in scope, or exclude copying all communications between ESCO and Client Agency to the PM.
      - b) All drawings, specifications, reports, and project correspondence must contain the State Project Number and suffix.
        - The State Project Number consists of the fiscal year and a numerical sequence number, for example 2018-024, followed by an alphabetical suffix.

- Professional services agreements have suffixes A through F, for example 2018-024 A.
  - Construction contracts have suffixes G through Z, for example 2018-024 G.
- iv. All identification and monitoring of documentation required by the funding source shall remain the responsibility of Client Agency.

### 3. COMPENSATION AND REQUIREMENTS.

- A. COMPENSATION. Compensation under this *Agreement* shall be by amendment to this *Agreement* for each authorized project. Each amendment shall include a payment schedule for the specific project.
- i. Project Management Services Scope of Work (Attachment A): For project management services provided by Energy Program, Client Agency shall pay Enterprise Services a Project Management Fee for services based on the total project value (including Washington state sales tax) per the Project Management Fee Schedule set forth in Attachment B.
  - ii. Termination Fee: If Client Agency, after authorizing an investment grade audit and energy services proposal, decides not to proceed with an energy/utility conservation project that meets Client Agency's cost effective criteria, then the Client Agency will be charged a termination fee as set forth in Project Management Fee Schedule. The termination fee shall be based on the estimated total project value outlined in the energy services proposal prepared by the ESCO as set forth in Attachment B.
  - iii. Measurement & Verification Services ("M&V") Scope of Work (Attachment C): If M&V are requested by Client Agency beyond the first three years following the notice of commencement of energy cost savings, Client Agency shall pay Enterprise Services \$2,000.00 annually for each year that such M&V are provided.
- B. PAYMENT FOR ESCO SERVICES. In the event that Client Agency enters into a contract with an Energy Program pre-qualified ESCO, pursuant to an *Enterprise Services Main Energy Services Agreement for ESCO Services*, Client Agency shall make payment for such contracted services directly to the ESCO, after Energy Program has reviewed and sent such invoices to Client Agency for payment.
- C. FURTHER ASSURANCES. Client Agency shall provide the ESCO with any additional necessary or desired contract language to comply with Client Agency's obligations pertaining to its use of federal, state, or other grants, funding restrictions, or unique contract/entity requirements. The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.
- D. MANAGING COMPLIANCE WITH STATE AND FEDERAL LAW. In all ESCO project agreements and contracts pertaining to this *Agreement*, Energy Program will require ESCO's compliance with applicable federal and state laws and state policies including, but not limited to, the following:
- 1. RCW Title 39 and 43
  - 2. ADA Requirements
  - 3. Buy America
  - 4. Davis-Bacon
  - 5. Prevailing Wage
  - 6. DBE Participation
  - 7. Apprentice Participation

Upon request by Client Agency, Energy Program will collect and provide the weekly-certified payroll to Client Agency. Client Agency, however, shall remain responsible for any documentation required by Client Agency's funding source. All federal verification, investigation, survey, reporting and enforcement requirements when there is a possible violation shall remain the responsibility of the federal grant recipient (Client Agency) unless negotiated by Energy Program and added by amendment to this *Agreement*. In the event that Energy Program becomes aware of a possible violation, it will notify Client Agency.

**4. INVOICES AND BILLING.**

- A. **BILLING PROCEDURE.** Enterprise Services shall submit invoices to Client Agency upon substantial completion and notice of commencement of energy cost savings of each authorized project, unless an amendment specifies special billing conditions and timeline. Substantial completion of the project will include the delivery and acceptance of the notice of commencement of energy cost savings issued by the energy services company. Each invoice will clearly indicate that it is for the services rendered in performance under this *Agreement* and shall reflect this *Agreement* and Amendment number. Energy Program will invoice for any provided services within sixty (60) days of the expiration or termination of this *Agreement*.
- B. **PAYMENT PROCEDURE.** Client Agency shall pay all invoices received from Enterprise Services within thirty (30) days of receipt of properly executed invoice vouchers.
- C. **BILLING DETAIL.** Each invoice submitted to Client Agency by Enterprise Services shall include information as is necessary for Client Agency to determine the exact nature of all expenditures. At a minimum, the invoice shall reference this *Agreement* and include the following:
- The date(s) such services were provided
  - Brief description of the services provided
  - Total invoice amount
- D. **BILLING ADDRESS.** Invoices shall be delivered to Client Agency electronically to:

Email: [vroberts@ci.olympia.wa.us](mailto:vroberts@ci.olympia.wa.us)

5. **AGREEMENT MANAGEMENT.** The parties hereby designate the following *Agreement* administrators as the respective single points of contact for purposes of this *Agreement*, each of whom shall be the principal contact for business activities under this *Agreement*. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**

Attn: Sarah Thomasson  
Energy Project Manager  
Energy Program  
Washington Dept. of Enterprise Services  
PO Box 41476  
Olympia, WA 98504-1476  
Tel: (360) 480-3419  
Email: [sarah.thomasson@des.wa.gov](mailto:sarah.thomasson@des.wa.gov)

**Client Agency**

Attn: Valerie Roberts  
Armory Building Manager  
City of Olympia  
515 Eastside St.  
Olympia, WA 98501  
Tel: (360) 753-8468  
Email: [vroberts@ci.olympia.wa.us](mailto:vroberts@ci.olympia.wa.us)

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

The Client Agency representative shall be responsible for working with Energy Program, approving billings and expenses submitted by Energy Program, and accepting any reports from Energy Program or ESCO.

The Energy Program representative shall be the contact person for all communications regarding the conduct of work under this *Agreement*.

**6. RECORDS.**

- A. **AGREEMENT AVAILABILITY.** Prior to its entry into force, this *Agreement* shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.
- B. **RECORDS RETENTION.** Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this *Agreement* or final payment for any service placed against this *Agreement*, whichever is later; Provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- C. **OWNERSHIP.** Records and other information, in any medium, furnished by one party to this *Agreement* to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third party without first providing notice to the other party and allowing ten (10) business days in which to file, at its sole expense, a motion seeking a protective order, or other legal action. Each party will utilize reasonable security procedures and protections to assure that records and information provided by the other party are not erroneously disclosed to third parties.
- D. **PUBLIC RECORDS.** This *Agreement* and all related records are subject to public disclosure as required by RCW 42.56, the Public Records Act (PRA). Neither party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the PRA, without first providing notice to the other party and allowing ten (10) business days in which to file, at its sole expense, a motion seeking a protective order, or other legal action.

**7. RESPONSIBILITY OF THE PARTIES.** Each party to this *Agreement* assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third party claims.

**8. DISPUTE RESOLUTION.** The parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this *Agreement* as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this *Agreement* while attempting to resolve any such dispute. If, however, a dispute persists regarding this *Agreement* and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall produce its description of the dispute in writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot

then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall abide by the Governor's dispute resolution process (RCW 43.17.330), if applicable, or collectively shall appoint a third party to evaluate and resolve the dispute and such dispute resolution shall be final and binding on the parties.

9. **TERMINATION FOR CONVENIENCE.** Except as otherwise provided in this *Agreement*, either party may terminate this *Agreement* upon thirty (30) calendar days prior written notification. Upon such termination, 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 such termination.

10. **GENERAL PROVISIONS.**

- A. **COMPLIANCE WITH LAW.** The Parties shall comply with all applicable law.
- B. **INTEGRATED AGREEMENT.** This *Agreement* constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- C. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this *Agreement* may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- D. **AUTHORITY.** Each party to this *Agreement*, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this *Agreement* and that its execution, delivery, and performance of this *Agreement* has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- E. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this *Agreement*. Neither party is an agent of the other party nor authorized to obligate it.
- F. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this *Agreement* shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- G. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this *Agreement*, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- H. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this *Agreement* in their entirety.
- I. **CAPTIONS & HEADINGS.** The captions and headings in this *Agreement* are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this *Agreement* nor the meaning of any provisions hereof.
- J. **ELECTRONIC SIGNATURES.** A signed copy of this *Agreement* or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this *Agreement* or such other ancillary agreement for all purposes.

K. COUNTERPARTS. This *Agreement* may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this *Agreement* at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this *Agreement*.

EXECUTED AND EFFECTIVE as of the date of the last signature.

**CITY OF OLYMPIA**

**STATE OF WASHINGTON**

**DEPARTMENT OF ENTERPRISE SERVICES**

By: Steven J. Burney  
Name: Steven J. Burney  
Title: City Manager  
Date: 07/13/2023

By: Steve Butros acting on behalf of  
Name: Kirsten G. Wilson, PE  
Title: Energy Program Manager  
Date: 07/17/2023

**APPROVED AS TO FORM:**

Michael M. Young  
Deputy City Attorney

## ATTACHMENT A

### PROJECT MANAGEMENT SERVICES SCOPE OF WORK

#### Energy/Utility Conservation Projects

#### Statewide Energy Performance Contracting Program

Energy Program will provide the following project management services for each specific project for the Client Agency. Each individual project shall be authorized by an amendment to this *Agreement*.

1. Assist the Client Agency in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Assist in negotiating scope of work and fee for an ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review ESCO invoice voucher(s) received for reasonableness and forward to Client Agency for review and payment.
9. Assist with final project acceptance.
10. Assist in resolution of disputes with the ESCO that arise during this *Agreement*, not to include formal disputes.
11. Review up to the first three years of the ESCO's annual Measurement and Verification (M&V) reports for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward ESCO invoice vouchers for payment by the Client Agency.

**ATTACHMENT B**

**PROJECT MANAGEMENT FEE SCHEDULE**

**2021-23** Interagency Reimbursement Costs

for Project Management Fees to Administer Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION FEE</u>
5,000,001..... 6,000,000.....	\$68,800.....	25,700
4,000,001... .. 5,000,000.....	67,700.....	25,400
3,000,001..... 4,000,000.....	66,700.....	25,000
2,000,001..... 3,000,000.....	62,500.....	23,400
1,500,001..... 2,000,000.....	58,300.....	21,800
1,000,001..... 1,500,000.....	51,600.....	19,300
900,001. .... 1,000,000.....	43,800.....	16,400
800,001..... .. 900,000.....	41,300.....	15,400
700,001..... .. 800,000.....	38,300.....	14,400
600,001..... .. 700,000.....	36,500.....	13,700
500,001..... .. 600,000.....	33,800.....	12,600
400,001..... .. 500,000.....	30,200.....	11,300
300,001..... .. 400,000.....	25,800.....	9,700
200,001..... .. 300,000.....	20,700.....	7,700
100,001..... .. 200,000.....	14,400.....	5,400
50,001..... .. 100,000.....	7,800.....	3,500
20,001..... .. 50,000.....	4,200.....	2,000

The project management fee on projects over \$6,000,000 is 1.15% of the project cost. The maximum Energy Program termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by Enterprise Services’ Energy Program.
2. Termination fees cover the selection and project management costs associated with managing an ESCO's investment grade audit and energy services proposal. No termination fee will be charged unless Client Agency decided not to proceed to construction based on an energy services proposal that identifies projects that met Client Agency’s cost effectiveness criteria.
3. If the project meets Client Agency’s cost effectiveness criteria and Client Agency decides not to move forward with a project, then Client Agency will be invoiced per the above listed Termination Fee or \$25,700 whichever is less. If Client Agency decides to proceed with the project then the *Agreement* will be amended to include the Project Management Fee listed above.
4. If the audit fails to produce a project that meets Client Agency’s established cost effectiveness criteria, then there is no cost to Client Agency and no further obligation by Client Agency.



**ATTACHMENT C**

***MEASUREMENT & VERIFICATION SERVICES SCOPE OF WORK***

Energy/Utility Conservation Projects

Statewide Energy Performance Contracting Program

If requested, Energy Program will provide the following measurement and verification services for each year beyond the first three years following the Notice of Commencement of Energy Cost Savings by the ESCO for the specific Client Agency project:

1. Review the ESCO's annual Measurement and Verification report for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward any ESCO invoice vouchers for payment by the Client Agency.
2. Where necessary, review Client Agency facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use with the ESCO and Client Agency that may impact achieved energy savings.
3. Attend a meeting or meetings with Client Agency and ESCO to review and discuss the annual Measurement and Verification report.



**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

1500 Jefferson St. SE, Olympia, WA 98501  
 PO Box 41476, Olympia, WA 98504-1476

**ENERGY SERVICES AUTHORIZATION NO. 2024-771 A (1)**  
 Detailed Investment Grade Energy Audit & Energy Services Proposal Agreement  
**City of Olympia**  
 Olympia Armory Energy Upgrades  
 January 24, 2024  
**MAIN ENERGY SERVICES AGREEMENT NO. 2023-185 A (1)**

The Owner and the Energy Services Company (ESCO) named below do hereby enter into this Authorization under terms described in the following sections:

Authorization to Proceed	Scope of Work
Compensation for Energy Services	Schedule for Completion
Project Conditions	Non-Discrimination/Anti-Discrimination

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**I. AUTHORIZATION TO PROCEED:**

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Energy Services Company:

Ameresco, Inc.  
 222 Williams Ave. South, Suite 100  
 Renton, WA 98057  
 Telephone No. (206) 708-2830  
 Fax No. (425) 687-3173  
 E-Mail [emartino@ameresco.com](mailto:emartino@ameresco.com)

Owner:

City of Olympia  
 acting through the  
 Department of Enterprise Services  
 Energy Program  
 PO Box 41476  
 Olympia, WA 98504

By \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

By \_\_\_\_\_  
 Name Kirsten G. Wilson, PE  
 Title Energy Program Manager  
 Date \_\_\_\_\_

State of Washington Contractor's License No. AMEREI\*004PZ  
 State of Washington Revenue Registration No. 602 062 980

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**II. COMPENSATION FOR ENERGY SERVICES:**

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Basic Services	COMPENSATION
Energy Audit and Energy Services Proposal	\$ 344,000.00
Pre-Design	\$ 476,000.00
<b>Grand Total (plus WSST as applicable)</b>	<b>\$ 820,000.00</b>



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### **III. PROJECT CONDITIONS:**

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The Project Conditions contained in the Main Energy Services Agreement will be used unless specifically changed herein. The cost effectiveness criteria for this project are per the Ameresco, Inc. proposal dated January 18, 2024.

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### **IV. SCOPE OF WORK:**

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Per the ESCO proposal dated January 18, 2024 conduct a Detailed Investment Grade Energy Audit of City of Olympia, Armory Building, to identify cost effective energy conservation measures and present a written Energy Services Proposal, including all energy audit documentation. The ESCO shall prepare the final Energy Services Proposal, detailing the actual energy services and ESCO equipment to be provided, energy savings and cost guarantees, measurement and verification plans, and commissioning plans for the proposed measures. Measures will include items that save energy, water and other resources. The Cost Effectiveness Criteria for this project shall be as established in the Main Energy Services Agreement or as modified in Section III above.

The ESCO will perform a detailed engineering design as needed to obtain Owner review and approval of the proposed systems and to obtain bids as required. The ESCO will provide construction management, as-built drawings, and O&M manuals. All work is per the City of Olympia Energy Services Proposal dated January 18, 2024.

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### **V. SCHEDULE FOR COMPLETION**

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Final completion of the Energy Audit and Energy Services Proposal within 190 calendar days after Authorization to Proceed.

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### **VI. NON-DISCRIMINATION/ANTI-DISCRIMINATION**

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Except to the extent permitted by a bona fide occupational qualification, the ESCO agrees as follows:

1. The ESCO shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, age or the presence of any sensory, mental, or physical handicap. The ESCO shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, marital status, sex, age or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training.
2. The ESCO shall in all solicitation for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin, marital status,

sex, age or the presence of any sensory, mental, or physical handicap. The words "equal opportunity employer" in advertisements shall constitute compliance with this Article.

3. The ESCO shall include the provisions of the foregoing paragraphs 1 and 2 in every sub-agreement or purchase order for the goods or services which are the subject matter of this Agreement.
4. In the event of non-compliance by the ESCO with any of the non-discrimination provisions of the Agreement, the Owner shall have the right, at its option, to cancel the Agreement, in whole or in part. If the Agreement is canceled after partial performance, the Owner shall be obligated to pay fair market value or the Agreement price, whichever is lower, for goods or services which have been received and accepted.
5. During the term of the Agreement, the ESCO, including any subconsultant, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, ESCO, including any subconsultant, shall give written notice of this nondiscrimination requirement to any labor organizations with which ESCO, or subconsultant, has a collective bargaining or other agreement.

2024771Agrko

222 Williams Avenue South, Suite 100  
Renton, WA 98057  
P: 206 522 4270  
F: 425 687 3171  
ameresco.com

January 18, 2024

Mrs. Sarah Thomasson  
Department of Enterprise Services  
1500 Jefferson Street SE  
PO Box 41476  
Olympia, WA 98504-1476

SUBJECT: Energy Audit Fee Proposal  
City of Olympia Armory

Dear Sarah:

We are pleased to submit this proposal for the audit phase of the Olympia Armory Energy Efficiency Upgrades. This proposal includes energy audit services, engineering and environmental studies, and architectural and engineering services. The facilities which have been identified by City of Olympia are the Armory and Annex Building. Through preliminary efforts by the City of Olympia and Ameresco it has been determined that the overall renovation and upgrade of the facilities expands beyond the current funding opportunities that the City of Olympia currently has available. With this understanding Ameresco, the City of Olympia and Washington Department of Enterprise Services (DES) have discussed using a phased approach to the upgrades to the facility. The first phase of the overall project will have the overarching goal of making the Armory safe, accessible, functional, and open to the public while improving and implementing energy savings opportunities. To meet the needs of the Olympia Armory, Ameresco again in collaboration with the City of Olympia and DES is proposing to begin design concurrent to the Investment Grade Audit. The goal is to design the whole project through a design development level (~80% Design) so that the future improvements are ready to proceed with a reduced design effort as additional funding becomes available. Taking the design through to this level will provide sufficient design information to accurately budget the initial phase of construction and also provide a clear design concept for future phases. This additional design effort will also empower the project team to achieve a thorough understanding and enable us to strategically plan the development and implementation process. Ameresco is working with the City of Olympia to find additional funding opportunities, so that future ECM's can be implemented as additional funds become available.

Ameresco will provide engineering services for the subject project in accordance with the following:

Engineering Services

A. Audit Phase Services will include:

Ameresco will undertake an Investment Grade Audit (IGA) of the City of Olympia Armory Facilities. The IGA is an intensive engineering analysis of energy conservation and management measures for the facilities, net energy savings, and a cost-effectiveness determination. Ameresco will present to the Owner the Investment Grade Audit report and a written Energy Services Proposal.

IGA report will include:

- Executive summary of the audit findings
- A description of the Facility including type of use, square footage, and location



- Description of building systems and major equipment
- The standards of comfort and service appropriate for the Facility
- The Baseline Energy Consumption per fuel type for the Facility, including the data, methodology and variables used to compute the Baseline, and the Baseline calendar period which must not be less than 12 months, and must be multiples of 12 months.
- Utility rate schedules and/or Tariffs.
- Energy analysis calculations. If an energy model is performed the software used, baseline modeling assumptions, and summary of results.
- Facility benchmarking including the Energy Use Intensity (EUI) index and 12 months of utility data input into the Energy Star Portfolio Manager with a printout of the Energy Star Statement of Performance
- A list of applicable building, mechanical, energy, or other pertinent state and local codes that the facility currently doesn't meet or that may impact the project costs
- Description of energy efficiency measures recommended
- Description of energy efficiency measures considered and not recommended or not financially viable
- Measurement and verification (M&V) plan proposed for verifying energy savings consistent with the International Performance Measurement and Verification Protocol (IPMVP);
- Financial analysis of EEMs
- Summary table with measure name, installed cost, energy savings by utility, and O&M savings;
- Normative Annex C Reporting Forms

Conservation measures in the IGA will include items that save energy, water, or other resources (including various cost savings measures). The Energy Audit will provide detailed documentation of fieldwork for the audit, calculation input and output in support of the recommendations made in the Energy Services Proposal, economic and engineering assumptions, sketches, floor plans, and any other information developed during the Audit. Below is the list of facilities and the preliminary list of energy conservation measures identified for the energy Audit for each facility, additional ECM's may be added during the IGA process as the facilities are audited.

An audit and design project schedule outlining the tasks, deliverables, meetings, and milestones will be developed upon proposal approval.

Table 1: List of Facilities and Square Footage, Conservation Measure Lists

<b>Building Sqft Summary:</b>	
<b>Facility</b>	<b>SqFt</b>
Armory	42,300
Annex Building	6,783

Table 2: Preliminary list of ECM's for Armory

<b>Armory</b>		
<b>Mechanical Conservation Measures</b>		<b>Rank</b>
ARM-M1	HVAC Mechanical Upgrades: This measure will replace the existing HVAC system with a high efficiency HVAC system. The measure will include all equipment, piping, ductwork, insulation, pumps, controls, etc. for a complete and energy efficient system. This measure may include code required upgrades for installation and final acceptance of the proposed energy upgrades.	1-3

ARM-M2	Kitchen high efficiency appliances and operation: This measure will replace the existing kitchen appliances with new high efficiency models, upgrade kitchen equipment controls (hood, etc) and required mechanical systems for energy efficient operation.	3
<b>Water Conservation Measures</b>		<b>Rank</b>
ARM-W1	Fixture Retrofit: This measure will provide bathroom upgrades with high efficiency fixtures and install water conservation devices within the facility (aerators on sinks, flush valves on urinals and toilets, or new fixtures), and energy efficient water heating, to save water and energy. This measure may include code required upgrades for installation and final acceptance of the proposed energy upgrades.	1
ARM-W2	Irrigation System: This measure will install low irrigation landscaping, site improvements, and automated irrigation control system to optimize water usage.	3
<b>Lighting Conservation Measures</b>		<b>Rank</b>
ARM-L1	Lighting Retrofit (interior): This measure will retrofit or replace interior and exterior lighting and lighting infrastructure and controls as required. This measure may include code required upgrades for installation and final acceptance of the proposed energy upgrades.	1
<b>General Conservation Measures</b>		<b>Rank</b>
ARM-G1	Elevator: This measure will install a high efficiency Model. This measure may include code required upgrades for installation and final acceptance of the proposed energy upgrades.	2-3
ARM-G2	Building Envelope Improvements: This measure will include repairing, sealing, refinishing building envelope air gaps and eliminate loses due to infiltration. Investigate existing door opening and address the need to refurbish or replace to reduce heat loss and infiltration and improve safety. Existing window replacement with energy efficient models. This measure may include historical preservation requirements and building code required upgrades for installation and final acceptance of the proposed energy upgrades.	2-3
ARM-G3	Roof Upgrade: This measure will remove the exiting roof system membrane, insulation, underlaying ballast system, and sheathing, and replace them with a new durable and energy efficiency roof that meets or exceeds current energy code. Specifically addressing the drill hall ceiling and roof insulation to be inclusive of design for new use (and remove the ceiling in the drill hall.) This measure may include code required upgrades for installation and final acceptance of the proposed energy upgrades.	2-3
ARM-G4	Electrical Upgrade: This measure will upgrade the existing electrical service and infrastructure, designed to maximize efficiency, support future electrification, minimize electrical hazards, and ensure code compliance. i.e. EV Charging Install, energy efficient transformers, load balance, critical load support. This measure may include code required upgrades for installation and final acceptance of the proposed energy upgrades.	2-3
ARM-G5	Solar: This measure will investigate installing a solar electricity generation and/or solar thermal systems on the roof to reduce carbon emissions and lower energy costs. Investigation will include battery storage for peak load reductions, power backup, and onsite resilience.	2-3

**PAYBACK RANK NOTES:**

- 1) Measures that are likely to pay for themselves through energy savings and utility incentives.
- 2) Measures that may pay for themselves, or may require some capital infusion
- 3) Measures that will require significant (>50%) capital infusion

Table 3: Preliminary list of ECM's for Armory

<b>Annex Building</b>		
Mechanical Conservation Measures		Rank
ANX-M1	HVAC Mechanical Upgrades: This measure will replace the existing HVAC system with a high efficiency HVAC system. The measure will include all equipment, piping, ductwork, insulation, pumps, controls, etc. for a complete and energy efficient system. This measure may include code required upgrades for installation and final acceptance of the proposed energy upgrades.	1-3
Water Conservation Measures		Rank
ANX-W1	Fixture Retrofit: This measure will provide bathroom upgrades with high efficiency fixtures and install water conservation devices within the facility (aerators on sinks, flush valves on urinals and toilets, or new fixtures), and energy efficient water heating, to save water and energy. This measure may include code required upgrades for installation and final acceptance of the proposed energy upgrades.	1
Lighting Conservation Measures		Rank
ANX-L1	Lighting Retrofit (interior): This measure will retrofit or replace interior and exterior lighting and lighting infrastructure and controls as required. This measure may include code required upgrades for installation and final acceptance of the proposed energy upgrades.	1-2
General Conservation Measures		Rank
ANX-G1	Building Envelope Improvements: This measure will include repairing, sealing, refinishing building envelope air gaps and eliminate loses due to infiltration. Investigate existing door opening and address the need to refurbish or replace to reduce heat loss and infiltration and improve safety. Existing window replacement with energy efficient models. This measure may include historical preservation requirements and building code required upgrades for installation and final acceptance of the proposed energy upgrades.	2-3
ANX-G2	Roof Upgrade: This measure will remove the exiting roof system membrane, insulation, underlaying ballast system, and sheathing, and replace them with a new durable and energy efficiency roof that meets or exceeds current energy code. This measure may include code required upgrades for installation and final acceptance of the proposed energy upgrades.	2-3
ANX-G3	Electrical Upgrade: This measure will upgrade the existing electrical service and infrastructure, designed to maximize efficiency, support future electrification, minimize electrical hazards, and ensure code compliance. i.e. EV Charging Install, energy efficient transformers, load balance, critical load support. This measure may include code required upgrades for installation and final acceptance of the proposed energy upgrades.	2-3
ANX-G4	Solar: This measure will investigate installing, solar electricity generation system and/or solar thermal systems on the roof to reduce carbon emissions and lower energy costs. Investigation will include battery storage for peak load reductions, power backup, and onsite resilience.	2-3

PAYBACK RANK NOTES:

- 1) Measures that are likely to pay for themselves through energy savings and utility incentives.
- 2) Measures that may pay for themselves, or may require some capital infusion
- 3) Measures that will require significant ( >50%) capital infusion



Measurement and Verification (M&V) Plan for documenting energy savings, including specifying utility rates to be used, methodology, post-construction equipment adjustment and any recommendation to continue or discontinue M&V reporting beyond the first 12-months post-installation, consistent with the International Performance Measurement and Verification Protocol (IPMVP), specifying how the cost of M&V was determined if they exceed 10% of cost savings.

**B. Architectural and Engineering Studies and Design:**

Ameresco and its design subconsultants will provide the following services during the Audit Phase. These services have been included in the audit phase to expedite the development of the first phase of construction and to inform the design for future phases. The design for the Armory Facilities will be informed by previous community engagement documents. (The 2022 Concept Plan and the notes/interviews from the 2023 Arts Interventions, as well as consultation of selected future tenants, artists, and City staff)

**Architectural Design:**

- The architectural design will provide conceptual design, space planning, ADA and Life Safety design requirements, historical preservation requirements and development of detailed architectural plans and elevations. The architectural design will include Heritage Capital Grant requirements. The Architectural work will include design documents for the first phase of work and additional design development documents for planning of future phases. The Architectural work does not include design of construction documents for future phases of work beyond phase 1.
  - Deliverables: Schematic Design Documents (Phase 1 and future phases), Design Development Document Review Set (Phase 1 and future phases), and Design Development Documents and Specifications (Phase 1).

**Mechanical and Electrical Design:**

- The Mechanical and electrical design will provide an evaluation and optimization of upgraded HVAC, plumbing, and electrical systems for energy-efficiency operation, as part of the ECM's, and for ADA and Life Safety design requirements. The Mechanical and Electrical work will include design documents for the first phase of work with provisions for implementation of work not included in the first phase.
  - Deliverables: Schematic Design Documents (Phase 1 and future phases), Design Development Document Review Set (Phase 1 and future phases), and Design Development Documents and Specifications (Phase 1).

**Seismic Study and Structural Design:**

- Seismic analysis of the existing facilities to determine required facility upgrades for current building codes. A feasibility narrative will be included to investigate required upgrades to become a level 4 emergency shelter. The structural design will provide design documents for implementation of the required upgrades and design components to implement the Energy Conservation Measures. The Structural design will include considerations and future phases of work but does not include design of these future phases.
  - Deliverables: Schematic Design Documents (Phase 1 and future phases), Design Development Document Review Set (Phase 1 and future phases), and Design Development Documents and Specifications (Phase 1).

**Civil Design:**

- The civil engineering is required during the first phase to get Land Use approval from the City of Olympia. The civil design for this first phase will include pre submission and Land Use meetings and required submittals, anticipated minimal frontage improvements required by the city, site layout and grading design, along with stormwater management, and infrastructure planning as required for land use approval. A preliminary study of traffic and parking will be evaluated during the preliminary stages, but a full traffic and parking study has not been included in the study and design effort. If a full traffic and parking study is required, they can be provided as an additional service and a proposal for such services will be provide by Ameresco to the City of Olympia for review and approval. Design

development plans will be provided for implementation of site improvements that are not included in the first phase of work.

- Deliverables: Submittals for Land Use approval. Schematic Design Documents (Phase 1 and future phases), Design Development Document Review Set (Phase 1 and future phases), and Design Development Documents and Specifications (Phase 1).

**Hazardous Material Testing:**

- The last hazardous material testing was conducted in 1994. It is understood that hazardous materials are present in the facilities. Comprehensive testing and evaluation of hazardous materials will include a design for safe removal and disposal of all hazardous material that will be affected by the implementation of Energy Conservation Measures during the first phase of construction. Consideration in testing and abatement design will be given for future phases of work.
  - Deliverables: Hazardous Material Testing Report, Hazardous Material Abatement Design Documents.

**Pre-Construction Consulting:**

- Pre-Construction Consulting will provide strategic planning for the first phase project execution and future phase planning including budgeting, scheduling, and risk management consultation.
  - Deliverables: Consulting will inform design throughout the design process, deliverables may include budgets, schedules, and redlined drawings.

**Destructive Testing:**

- Destructing Testing will assist the engineering consultants with controlled testing to assess material integrity. The testing will provide crucial information and will form recommendations based on test results on how best to proceed with required or desired facility upgrades. By conducting destructive testing during audit and study process it will help prevent future unknowns found during the construction process which saves time and money.
  - Deliverables: Consulting will inform design throughout the design process.

**Geotechnical Survey:**

- The Geotechnical Survey is required as part of the seismic analysis of the facilities. The investigation informs requirements for the structural analysis and design.
  - Deliverables: Geotechnical Survey Report.

**Site Survey:**

- The detailed surveying of existing site conditions, documenting topography, utilities, and other relevant data helps inform part of the architectural, mechanical, electrical, and civil designs.
  - Deliverables: Survey Design Drawings.

**Acoustical Consultancy:**

- Since the facilities are changing use and becoming an Art Campus which may include spaces for concerts, performances, music creations and other artistic performances where acoustics are imperative Ameresco has included a budget for acoustical consultancy. This would include assessment and preliminary support for optimal acoustics in renovated spaces affected during the first phase of construction. This budget does not include acoustical design of specific spaces within the facility as space usage has not been determined at this time. Preliminary Acoustical analysis is provided for the drill hall, the north side of the back annex, the basement and AV/Video rooms.
  - Deliverables: Consulting will inform design throughout the design process.

**Audio-Video Design Consultation:**

- Since the facilities are changing use and becoming an Art Campus which may include spaces for concerts, performances, presentations, and other artistic performances where audio and video components would be needed Ameresco has included a budget for Audio-Video consultancy. This

would include assessment and preliminary support for infrastructure implementation of renovated spaces affected during the first phase of construction. This budget does not include audio and video design of specific spaces within the facility as space usage has not been determined at this time. Preliminary Audio-Video analysis is provided for the drill hall, the north side of the back annex, the basement and AV/Video rooms.

- Deliverables: Consulting will inform design throughout the design process.

**Kitchen Design Consultancy:**

- The kitchen design consultant will provide guidance on kitchen layout, equipment selection, and preliminary design to optimize workflow and efficiency. The consultation will include the evaluation of using the kitchen upgrade to be a demonstration project for all electric equipment or other options for efficient operation for the Armory. The design of kitchen will also help inform the mechanical and electrical requirements for inclusion in the first phase energy conservation measure upgrades. Kitchen upgrade may or may not be included in Phase 1 construction but will be included in the design for the entire project.
  - Deliverables: Consulting will inform design throughout the design process. Deliverables will include equipment cutsheets and preliminary kitchen layout.

Cost Effectiveness Criteria

Ameresco will develop a project proposal that will fit within the City of Olympia’s current 8-million-dollar budget for the initial phase of work. In the initial phase of the project, the primary focus is to ensure the facility undergoes a transformation, aligning with the overarching goal of making it safe, accessible, and functional. The cost-effectiveness criteria include measures that supports the facilities change of use to open, be accessible and safe to the community/staff and benefits the building to receive occupancy from the authority having jurisdiction (AHJ). Below is a list of priorities for the Olympia Armory Facilities, the goal is to address and implement as many priorities as possible in the Phase 1 project scope. It should be noted that to fit within the current budget not all priorities may be implemented in the initial phase project. Ameresco will continue to work with the City of Olympia to find additional funding opportunities, so that future ECM’s can be implemented as additional funds become available.

The cost of the project proposed within the ESP will include: the cost of the investment grade audit and preparation of the energy services proposal; project design; construction; ESCO’s construction and project administration; DES’s project management fee; system commissioning; bidding; bonding; overhead and profit; permits; taxes; training; cost and saving guarantees, and other costs that may be agreed to by the ESCO PM and the Client Agency.

Project funding may come from: ESCO financing, ESCO arranged Municipal Lease financing, State Treasurer’s LOCAL Program, Other third-party financing (banks, etc.), energy cost savings, utility cost savings, capital contributions, and approved O&M savings, grants, loans and/or incentives from utilities or other funding sources.

The priorities for phase 1 are outlined below.

- Design and Study (seismic studies): Providing a solid foundation for subsequent improvements.
- Compliance with Building Code Requirements: Ensuring adherence to regulatory standards.
- Elevator Installation: Enhancing accessibility for all users.
- Fire Sprinkler and Alarm Systems: Ensuring comprehensive safety measures are in place.
- Electrical and HVAC Upgrades: Improving overall efficiency and functionality.
- ADA Access and ADA-Compliant Bathrooms: Prioritizing accessibility and inclusivity in design.
- Plumbing Enhancements: Improving infrastructure and functionality.
- Lighting Upgrades: Enhancing, efficiency, functionality and aesthetics.
- Windows Replacement and Doors Cleaning, Caulking, and Painting: Improving building efficiency and the overall appearance.

- Securing the Building Envelope.
- Drill hall Rehabilitation: Enhancing the functionality of the facility.
- Landscape and Frontage Attention: Enhancing external aesthetics and accessibility.
- Security/IT (Infrastructure Only, Coordination with the City): Enhancing Safety, accessibility, and functionality.
- Kitchen Upgrade: Improved Functionality and Service opportunities of facility. Consideration for future enhancements, allowing for a phased approach.

Historical Preservation Criteria

It is understood that the Ameresco and its partners must maintain the historical appearance of the building in accordance with the State Historical Preservation Office (SHPO).

Fee for Engineering Audit and Design Services:

Ameresco, with collaboration of the Olympia Armory and Washington DES is proposing to expand the IGA investigation beyond only first phase priorities and address future design considerations. The goal is to design the upgrades in an approach that minimizes rework, reducing future costs in subsequent phases.

A. Basis and amount:

Energy Audit and Audit Report, Studies and Testing and Pre-Design Efforts: \$344,000

Given the diverse nature of the project the audit fee includes of the following services: preliminary architectural support (building envelope, elevator), mechanical (HVAC, plumbing), electrical (power, lighting) structural (seismic study), civil (land use, utility), plumbing/sewer assessment, hazardous material testing and abatement design (asbestos, lead, etc.), geotechnical (to support seismic study), site survey, and pre-construction consulting, destructive and non-destructive testing.

TASK	Project Manager	Construction Manager	Project Engineer	Field Audit		Total Hours
				Technician / TAB / Cx	Admin. Assistant	
Field/Audit	40		80	8	16	144
Analysis/Calculations	120		160	40		320
Evaluation of ECMs	60		80			140
Report Write-up	20		40		8	68
Customer Presentation	12		12	10	4	38
Travel	8		16	8		32
<b>Total Hours:</b>	<b>260</b>	<b>0</b>	<b>388</b>	<b>66</b>	<b>28</b>	<b>742</b>
<b>Hourly Rate:</b>	<b>\$ 157</b>	<b>\$ 145</b>	<b>\$ 145</b>	<b>\$ 121</b>	<b>\$ 78</b>	
<b>Estimated Fee for Services:</b>	<b>\$ 40,820</b>	<b>\$ -</b>	<b>\$ 56,260</b>	<b>\$ 7,986</b>	<b>\$ 2,184</b>	<b>\$ 107,250</b>
<u>Additional Studies and Analysis</u>						
Energy Modeling & LCCA						\$ 16,500
Seismic and Geotechnical Study						\$ 43,400
Destructive & Non-Destructive Testing, Pre Construction Services						\$ 81,000
Hazardous Material Testing and Design						\$ 34,750
Site Survey						\$ 12,800
Pre-Design Support (AMEPS&C)						\$ 48,300
				Materials Cost - Fault Analytics		\$ -
				<b>Total Audit Fee - Energy Project:</b>		<b>\$ 344,000</b>

Design Fees (Includes design for first phase of work and future phase design development efforts): \$476,000

TASK	Design Total	Notes:
Architectural Design Services	101,400.00	
Mechanical/Electrical/Plumbing Design Services	174,600.00	
Structural/Seismic Design Services	127,300.00	
Civil Engineering Design Services	26,300.00	
Landscape Architectural Design Services	-	Provided by City
Accoustical Consultancy	7,000.00	
Audio Video Consultancy	10,000.00	
Kitchen Design Consultancy	4,000.00	
AMEPS&C Bidding & Pre Construction Services	25,400.00	
<b>Design Fee</b>	<b>\$ 476,000.00</b>	

The proposal includes design for the first phase of construction and design development design for the overall project of the following services: architectural, mechanical, electrical, structural, civil, acoustical engineering, audio-video design consultation, and kitchen design consultancy.

It is understood by Ameresco that payment and terms are contingent upon the requirements set forth in the Energy Services Proposal.

Schedule for Engineering Services:

The Energy Audit report will be completed for review 140 days of notice to proceed. The energy audit report will include ECM's outlined within this report and any additional ECM opportunities found throughout the audit phase. The target date for the Energy Audit report is June 20<sup>st</sup>, 2024.

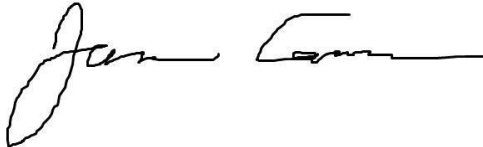
The Energy Services Proposal will be completed within 45 days of acceptance of the Energy Audit report. The target date for delivery of the ESP is August 5<sup>th</sup>, 2024

This timeline ensures a comprehensive yet efficient execution of the audit, encompassing design and study, seismic studies, and design of the facilities improvements through the Phase 1 project objectives and enough detail for to inform future design and construction phases.

Regular milestone reviews and progress meetings will be integral components of the schedule, allowing for real-time adjustments and ensuring that the project remains on track for successful completion by the specified deadline. This timeline reflects our commitment to delivering high-quality services within the defined timeframe, meeting and exceeding the expectations set forth for the project.

We at Ameresco, Inc. appreciate the opportunity to provide these services. If this proposal for Audit Services is satisfactory, please forward contract documents.

Sincerely,  
Ameresco, Inc.



Jason Carver, P.E  
Project Development Manager



**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

*1500 Jefferson St. SE, Olympia, WA 98501  
 PO Box 41476, Olympia, WA 98504-1476*

January 24, 2024

TO: Valerie Roberts, City of Olympia

FROM: Kim Obi, Contracts Specialist, (360) 972-5003

RE Agreement No. 2024-771 A (1)  
 IGA – Olympia Armory Energy Upgrades

IAA No. K8448

Ameresco, Inc.

SUBJECT: Funding Approval

The Dept. of Enterprise Services (DES), Energy Program, requires funding approval for the above referenced contract documents. The amount required is as follows:

ESCO Audit	\$344,000.00
ESCO Pre-Design	<u>\$476,000.00</u>
<b>Total Funding</b>	<b><u>\$820,000.00</u></b>

**In accordance with the provisions of RCW 43.88, the signature affixed below certifies to the DES Energy Program that the above identified funds are appropriated, allotted or that funding will be obtained from other sources available to the using client/agency. The using/client agency bears the liability for any issues related to the funding for this project**

By \_\_\_\_\_ Date \_\_\_\_\_  
**Steven J. Burney, City Manager**

Please sign and return this form to the Energy Program. If you have any questions, please call me.

2024771Aagrundingko

Approved as to Form:

  
 Deputy City Attorney



## City Council

# Approval of an Ordinance Amending Development Standards of the Retail/Commercial Zone of the Evergreen Park Planned Unit Development

**Agenda Date:** 3/5/2024  
**Agenda Item Number:** 6.B  
**File Number:** 24-0185

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**Type:** ordinance **Version:** 1 **Status:** 1st Reading-Not Consent

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### Title

Approval of an Ordinance Amending Development Standards of the Retail/Commercial Zone of the Evergreen Park Planned Unit Development

### Recommended Action

#### Committee Recommendation:

Not referred to a committee.

#### City Manager Recommendation:

Move to approve an Ordinance amending the Evergreen Park Planned Unit Development.

### Report

#### Issue:

Whether to approve an Ordinance amending the Evergreen Park Planned Unit Development.

#### Staff Contact:

Jackson Ewing, Associate Planner, Community Planning & Development, 360.570.3776

#### Presenter(s):

Jackson Ewing, Associate Planner, Community Planning & Development

### Background and Analysis:

The applicant, Phillip Stewart, seeks to modify the Evergreen Park PUD to permit residential/multifamily uses with the portion of the PUD currently restricted to retail/commercial uses.

The Hearing Examiner held an open-record public hearing on December 11, 2023. After considering the facts and public comments, the Examiner recommended approval of the proposed Planned Unit Development (PUD) amendment. Further details may be found in the Hearing Examiner Recommendation and the Hearing Examiner Staff Report and Public Record (attached).

**As provided in OMC 18.54, the City Council must now consider the Hearing Examiner**

**recommendation and make the final decision. No further public comment or evidence is allowed. This is a closed record decision.**

**Climate Analysis:**

The project proposes to amend the Retail Commercial use district of the Evergreen Park PUD. This amendment will allow for increased housing opportunities in an area already served by city services. The proposed change would allow for increased urban density in an area that does not currently allow for residential uses. The PUD is currently served by existing public street and served by public transportation (bus routes). Future housing would have access to public transportation. The area of the PUD is served by existing transit routes (bus stops). New residents would have the option to utilize public transportation. The existing PUD contains sidewalk connections and bike lanes that provide pedestrian and bike access to the rest of the city. New residents would have ample opportunity to bike or walk to nearby services. Based on the above factors the proposed text code amendment would be consistent with goals of the Thurston Climate Mitigation Plan.

**Equity Analysis:**

The proposed text code amendment is consistent with the comprehensive plan goals for increased housing within the city limits. This will allow for the potential for increased housing stock. The Evergreen Park PUD currently has exclusive zoning which does not allow residential uses. This restriction is not consistent with zoning in other similar areas of the city that allow commercial and retail uses mixed with housing. This change would open more of the city to residential development serving the community goal of increasing housing in the city.

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

As referenced in the Hearing Examiner’s recommendation and the project record, a number of community members expressed a variety of concerns about the proposed PUD amendment. Formally submitted public comments can be found in the Hearing Examiner Staff Report and Public Record (attached). The majority of public comments included concerns about loss of hotel/conference meeting space and related jobs. Other concerns were expressed that the PUD was specifically designed to separate uses and that this amendment would disrupt existing commercial office space.

**Financial Impact:**

No impact. Staff work on this rezone application is supported through application fees and the Community Planning and Development Department’s base budget.

**Options:**

1. Approve the attached Ordinance amending the Evergreen Park allowed uses and development standards as proposed.
2. Do not approve the Ordinance and deny the amendment application.
3. Modify the recommendation modify the recommendation and approve as amended.
4. Remand the topic to the Hearings Examiner for another hearing.

Note: No new evidence was presented to the city and no appeals were filed on the Hearing Examiner recommendation. Options 3-4 would be based on new evidence as described in OMC 18.56.060.D.

**Attachments:**

Ordinance



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**Type:** ordinance **Version:** 1 **Status:** 1st Reading-Not Consent

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Hearing Examiner Recommendation

Hearing Examiner Staff Report and Public Record

Ordinance No. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING THE EVERGREEN PARK PLANNED UNIT DEVELOPMENT (PUD), IN PARTICULAR, REVISING THE PERMITTED USES WITHIN THE RETAIL/COMMERCIAL AREA OF THE PUD TO ALLOW RESIDENTIAL USES AS A PERMITTED USE

WHEREAS, on May 22, 2023, Phillip Stewart, submitted a request to Modify Evergreen Park PUD to permit residential/multifamily uses within the Commercial Retail Zone of the Evergreen Park PUD, specifically, Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 13A, 14, 15A, and 51 through 66, Tracts F and G, and Lot 3 of Short Plat SS-5099. (Also, see Ordinance 5215 with regard to Lot 3 of SS-5099 and Ordinance 4192 with regard to lots 65 and 66.); and

WHEREAS, on June 28, 2023, Community Planning & Development staff issued Notice of Application and anticipated SEPA determination was issued, and Notice was sent to property owners within 300 feet of the PUD, Recognized Neighborhood Groups, and Applicable Agencies, following proper procedures pursuant to OMC 18.78.020; and

WHEREAS, on November 17, 2023, pursuant to the State Environmental Policy Act, the City of Olympia issued a Determination of Non-Significance, which was not appealed; and

WHEREAS, on November 17, 2023, the subject site was posted with notice regarding the public hearing, the SEPA Determination of Nonsignificance, and the SEPA Determination of Nonsignificance Appeal Period; and

WHEREAS, on November 27, 2023, a legal notice was published in *The Olympian* newspaper regarding the public hearing, SEPA Determination of Nonsignificance, and the SEPA Determination of Nonsignificance Appeal Period; and

WHEREAS, on December 11, 2023, the Olympia Hearing Examiner (the "Examiner") held a duly noticed, open-record public hearing regarding these proposals; and

WHEREAS, on January 3, 2023, the Examiner recommended that the land use zoning of the Evergreen Park PUD be changed to allow residential uses with the Retail/Commercial are of the subject PUD; and

WHEREAS, on date March 5<sup>th</sup>, 2024 the Olympia City Council, sitting in a quasi-judicial capacity, conducted a closed-record hearing to consider the Examiner's recommended land-use change for the Evergreen Park PUD; after considering the record, the Examiner's recommendation, and public testimony, the Council voted to adopt the Examiner's recommendation to change the zoning of the Evergreen Park PUD to allow residential uses in the Retail/Commercial zone of the subject PUD; and

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

WHEREAS, this PUD amendment meets the goals and requirements of the Growth Management Act; and

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

WHEREAS, this Ordinance is supported by the staff report and materials associated with this Ordinance, along with other documents on file with the City of Olympia;

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

Section 1. Amendment of Official Evergreen Park PUD. The Evergreen Park PUD development regulations are hereby amended by replacing the current development standards of the PUD attached hereto, which is incorporated into the PUD regulations by reference as though fully set forth herein. The updated Official Evergreen Park PUD standards will be held on file with the city and made available to the public through the city website.

Section 2. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances is unaffected.

Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 5. Effective Date. This Ordinance takes effect five (5) days after passage and publication, as provided by law.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

**Mark Barber**

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CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

**APPENDIX A**

May 22, 1973

AMENDED JUNE 1, 2006

**AMENDED XXXX**

**EVERGREEN PARK PLANNED UNIT DEVELOPMENT  
USE CLASSIFICATION AND DEVELOPMENT STANDARDS**

**ARTICLE I. INTENT**

The Evergreen Park PUD District is designed to establish standards for the development of an area containing approximately 200 acres on the west side of Olympia, as a combined residential and commercial community. The general elements are designed to permit flexibility in the arrangement of structures on the sites in order to encourage good architectural design, to provide adequate greenbelt and open space areas, to provide the maximum possible protection of the natural amenities of the area, to provide adequate accesses and utilities for the uses permitted, to assure adequate light and air, and to provide protection from discordant influences.

**ARTICLE II -GENERAL PROVISIONS**

**SECTION I. SITE PLANS** - Emphasis of the natural amenities shall be an integral part of all site plans.

- A. For Lots 43 through 66 detailed site plans, landscape plans, building elevations, color schemes, building plans, computation for vertical angle of light, horizontal light angles and floor area ratio where-ever applicable shall be submitted directly to the Olympia City Site Plan Review Committee for review and approval as to conformance with the nature and intent hereof, development standards provided herein, and as to the adequacy of the traffic plan for the traffic to be generated by the development of such property.
- B. For Lots 3 through 42, detailed site plans, landscape plans, building elevations, color schemes, building plans, computations for vertical angle of light, horizontal light angles and floor area ratios wherever applicable for each parcel shall be submitted to the City Planner and City Engineer for review and approval to determine conformance with the nature and intent hereof, the standards herein, and other applicable ordinances of the City of Olympia.

**SECTION II. OPEN SPACE, GREENBELT AREA** (Tracts A, B, C & D)

- A. Tracts A, B, C, and D shown on the site plan annexed hereto marked Exhibit "A- 1" shall

be maintained in perpetuity as natural landscaped open areas, owned by a property owners' association, municipal or state body, or by present property owners. Additional areas to be devoted to open space or greenbelt area shall be approved by the City Planner and City Engineer.

### **SECTION III. PEDESTRIAN WALKWAYS AND CIRCULATION**

- A. Pedestrian easements shall be provided to permit reasonable access to the greenbelt area either at the locations shown in the site plan annexed hereto or at other locations providing more suitable access giving due consideration to geographical limitations. Exact locations of pathways shall be approved by the Hearing Examiner upon recommendation of the City Planner and City Engineer. Maintenance shall be by a property owners' association, municipal body or present property owners. Additional pedestrian circulation walk-way systems may be required by the City Commission upon recommendation of the Hearing Examiner. All pathways must be constructed by the developer prior to construction on 45 percent of the lots as shown on Exhibit "A-1". Pathways shall be constructed in conformance with such reasonable design criteria as shall be established by the City Engineer.

### **SECTION IV. SIDEWALKS**

- A. Sidewalks shall follow the specifications and locations as follows:
  - 1. Lakeridge Drive
    - a. Five foot (5') Portland Cement concrete integral curb and sidewalks along the north side of the street extending from Evergreen Park Drive to Deschutes Parkway.
    - b. Top of the cut to Evergreen Park Drive - eight foot (8') Portland Cement concrete integral curb and sidewalk along the south side of the street. This sidewalk will extend two feet onto private property.
  - 2. Evergreen Park Court
    - a. Five foot (5') Portland Cement concrete sidewalk along both sides of the street. There will be a 4-1/2 foot landscaped parking strip between the curb and the sidewalk. The cul-de-sac on the north end of Evergreen Park Court will have a five foot (5') Portland Cement concrete integral curb and sidewalk.
  - 3. Lakeridge Way and 24th Way, Southeast
    - a. Eight foot (8') Portland Cement concrete integral curb and sidewalk on both

sides of the roadway extending from Lakeridge Drive to Evergreen Park Drive. This sidewalk extends two feet onto private property.

- (1) Five foot (5') Portland Cement concrete sidewalk along the northerly side of the street between Lakeridge Drive and its intersection with Cooper Point Road. There will be a four and a half foot landscaped parking strip between the curb and the sidewalk. If the abutting property develops commercial, then the sidewalk width shall be increased to ten feet.
  - (2) Ten-foot integral curb and walk along the southwest side of the street extending from the existing temporary roadway easement shown on the plat westerly to Cooper Point Road.
4. Sidewalks for those portions of Lots 43 through 66 contained within Evergreen Park Drive will be located and sized in accordance with the development of this area. They shall be shown on the site plan as required in Section 1 of this article.

#### **SECTION V. STREET SYSTEM**

- A. The principal streets will be those that are shown and dedicated on the site plan, attached hereto, and marked Exhibit "A-1". Final alignment of any other streets necessary to serve any of the parcels of land and the location of all points of ingress and egress to the property abutting all existing or proposed streets shall meet with the standards established by the City of Olympia and approved by the City Engineer and the City Planner. New streets must be consistent with the nature and intent of this PUD.

#### **SECTION VI. STREET LIGHTING**

- A. Street lighting shall conform with the standards and policies of the City of Olympia applicable to the various land uses established for this development. Street lighting shall be installed to coincide with the development of each lot.

#### **SECTION VII. WATER, SANITARY SEWER AND DRAINAGE SYSTEMS**

- A. The PUD shall be served by the City of Olympia water distribution system, sanitary sewage collection system and storm drainage system. These systems shall meet the current standards and policies established by the City of Olympia at the time of development. Prior to construction detailed construction plans and specifications for all utilities and improvements shall be submitted to the City Engineer for review and approval. All proposed utilities shall conform to the provisions hereof and with the existing ordinances of the City of Olympia and the laws of the State of Washington.

## **SECTION VIII. UTILITIES**

- A. All utilities, both private and public, will be placed underground. The undergrounding of all utilities will be completed prior to commencing construction on Lots 1 and 11 of this development.

## **SECTION IX. LANDSCAPING**

- A. All improved areas shall be reasonably landscaped upon completion of building construction. Proposed landscaping plans shall be submitted to the City Planner and City Engineer for review when detailed site and building plans are submitted pursuant to Section I of this Article.
- B. In lieu of other specific requirements set forth herein or incorporated herein by reference, all areas other than access ways lying between the paved portion of streets and the parking areas of commercial zones shall be reasonably landscaped so as to provide a screening having a minimum height of six feet (6') at maturity for such parking areas lying adjacent to or across the street (excluding the Olympia-Aberdeen Freeway) from a residential area and a minimum height of three feet (3') at maturity for all such other parking areas.
- C. Developments completed prior to the adoption of an ordinance incorporating these requirements shall be exempt there from.

## **SECTION X. OFF-STREET PARKING**

- A. Off-street parking shall meet the minimum standards provided under the City of Olympia code. In addition, no parking area shall be allowed with ten feet of the paved portion of a street.

## **SECTION XI. OFF STREET LOADING**

- A. Off-street loading requirements shall meet the minimum standards provided under the Olympia City Code.

## **SECTION XII. SIGNS**

- A. All signs shall be constructed and maintained in conformance with (Sign Standards) of the Olympia City Code. Signs maintained in residential use districts hereof which are not specifically provided for in said code shall meet the standards set forth in said Section for RM Zones.

## **ARTICLE III**

### **PERMITTED USES AND DEVELOPMENT STANDARDS**

#### **SECTION I. COMPOSITE USE ZONE (Lot 1)**

##### A. Purpose

1. The purpose of the Composite Use Zone is to provide for the use of Lot 1 for residential purposes and to establish standards which shall be applicable to such of the permitted uses as may be developed. Such uses will of course be dependent in fact upon the future growth of Olympia and the relative needs for such uses.

##### B. Special Provisions

1. A park area for the use of the owners of property within Evergreen Park, or the public, shall be established for the benefit of said property owners or dedicated to the City of Olympia for the benefit of the public. Such park area shall contain a minimum of two (2) acres and shall include 1.25 acres for each 100 dwelling units (or part thereof) to be constructed on said Lot 1. For example if 250 dwelling units are to be constructed on Lot 1, the minimum park area would be 3.75 acres.
2. There shall be no more than 500 residential units constructed on Lot 1.

##### C. Permitted Uses - Uses permitted as a matter of right:

1. High rise Apartments
2. Garden Court Apartments
3. Townhouses, Duplexes, Single-family residences

##### D. Conditionally Permitted Uses - Uses permitted pursuant to a Conditional Use Permit:

1. Churches

##### E. Use and Development Standards - High Rise Apartments

1. In the event that any portion of Lot 1 shall be developed for the permitted use set forth in subsection C.1 above (High-Rise Apartments), the following use and development standards shall be applicable:
  - a. Height and Length: On any site the height of a building shall not exceed 120 feet,



provided, however, that where any portion or portions of a building extend above a height of 35 feet, the maximum length of any such portion or portions combined shall in no case exceed an amount equal to 25 percent of the sum of the average depth of the site and the average width of the site. With the approval of the Hearing Examiner of the City of Olympia, after recommendation of the Site Plan Review Committee, the height may be in excess of 120 feet but not in excess of 200 feet where the geographical amenities of the site make such height possible. Where it is proposed to erect a building in two or more parts (towers), a site may be interpreted as two or more sites as the case may be, provided that the area of each site so created is 25,000 square feet or more, and the parts of the building (towers) are not less than 80 feet apart. The height of a building shall be the vertical distance between the finished grades of the site and the hypothetical surface which is parallel to the finished grades of the site. It shall be assumed that the finished grades within the outer walls of the building are formed by straight lines joining contours on the finished grades at the outer wall of the building.

- b. Front Yard: A front yard of not less than 20 feet.
- c. Side Yard: Side yards shall be provided on each side of the building such that the outer walls of building be contained within 135° horizontal angles subtended from all points along the side property lines, provided, however, in no case shall the side yard be less than seven feet (7').
  - a. In the case of a corner site where the side yard adjoins a flanking street, the above containing angle is not applicable, but the side yard shall be 20 percent of the width of the site, provided, however, this amount shall be increased by one foot, or fraction thereof, for every five feet (5') by which the highest height of the building exceeds 40 feet (measured as in (E.1.a) above), but in no case shall it be less than ten feet nor need it be more than 20 feet.
- d. Rear Yard: A rear yard minimum depth of 35 feet; this amount may be reduced to 25 feet in the following:
  - (1) When the building abutting the rear yard is not more than 30-feet wide or less than 25 feet from any adjoining site.
  - (2) When the average distance from the rear line of the site to the rear of the building taken over the full width of the site is not less than 35 feet and provided further; that no portion of such building abutting such rear yard so reduced shall have a width of more than 50 feet nor less than 25 feet from any adjoining site.
- e. Daylight Access:
  - (1) From the outside of the mid-point of the exterior wall (walls) of every habitable room, there shall be an unobstructed view for a distance of not less

than 80 feet measured horizontally three feet (3') above the floor of the habitable room. Such view shall extend through either a continuous horizontal arc of not less than 50° or through two or more horizontal arcs which in the aggregate contain not less than 70°. For the purpose of this subsection the following shall be considered to be obstructions.

(a) The theoretical equivalent building located on any adjoining site of the zone areas in the corresponding position by rotating the plot plan of the proposed building 180° about the horizontal axis located on the property line of the proposed site.

(b) Part of the same building including permitted projections.

(c) Accessory buildings located on the same site as the principal building.

(2) For the purpose of this subsection, a kitchen shall not be counted as a habitable room unless its area is greater than ten percent of the total floor area of the dwelling unit in which it is situated, or 70 square feet, whichever is greater.

f. Vertical Angle of Light: In the case of buildings over 35 feet in height (measured from the finished grade at all points around and adjacent to the building) no part thereof shall project above lines extending over the site at right angles from:

(1) All points along the ultimate centerline of the street (or streets) in front of the site inclined at an average angle of 25° to the horizontal.

(2) All points along the rear boundary line of the site and inclined at the average angle of 25° to the horizontal.

(3) All points along the interior side boundary (or boundaries) of the site at ground level and inclined at an average angle of 30° to the horizontal.

(4) In the case of corner sites, all points along the ultimate centerline of the flanking street and inclined at an average angle of 25° to the horizontal.

(5) For the purpose of this section only, the principal building shall be considered as an obstruction.

g. Floor Area Ratio: The maximum floor area ratio shall be 1.00 provided, however, this amount may be increased as follows:

(1) Where the site coverage is 50 percent or less, an amount equal to 0.012 may

be added for each one percent or fraction thereof by which such coverage is reduced below 50 percent.

- (2) Where the area of a site exceeds 9,000 square feet and the frontage of such site is 75 feet, or more, an amount may be added equal to 0.002 multiplied by each 100 square feet of site area in excess of 9,000 square feet but in no case shall this amount exceed 0.25.
- (3) Where parking spaces are provided within the outermost walls of a building or underground (but in no case with the floor of the parking area above the highest point of the finished grade around the building) an amount may be added equal to 0.20 multiplied by the ratio of parking spaces provided which are completely under cover, to the total required parking spaces.

Floor Area Ratio is a computation of density that indicates the permissible amount of floor area that may be developed on a specific amount of land area. Figure obtained when the area of all the floors of the buildings on the site is divided by the area of the site.

Floor Area is the sum of the gross horizontal area of the floor or floors of all the buildings on a building site, measured from the exterior faces of the exterior walls, including elevator shafts and stairwells on each floor and all horizontal areas having a ceiling height of seven feet (7') or more, but excluding all parking and loading spaces, cellars, unroofed areas, roofed areas open on two (2) or more sides, areas having a ceiling height of less than seven feet (7'), and basements used exclusively for storage or housing of mechanical or central heating equipment.

For the purpose of this section, site coverage shall be based on the projected area of the outside of the outermost walls of all buildings.

If any of the buildings are on a sloping site where a structure is located in or beneath a yard, such structure may be excluded from the site coverage calculation, provided that the top of such structure (excluding required earth cover) is located beneath the average elevation of the portions of the streets, or adjacent sites, located adjacent to such structure, provided in no case shall the top of any portion of such structure, extend more than three feet above the adjoining streets or adjacent sites.

- h. Accessory Buildings: A building or use customary to high-rise apartments, provided that:
  - (1) All accessory buildings shall not be located closer to the flanking street than the width of the side yard required for the principal building.
  - (2) The total accessory buildings located in any yard shall not occupy an

area greater than 25 percent of the minimum yard prescribed for high-rise apartments or 460 square feet, whichever is greater;

- (3) No accessory building shall exceed 15 feet in height.
- (4) No more than two-thirds of the width of front or rear yard of any lot shall be occupied by accessory buildings;
- (5) No accessory building shall be closer than 12 feet to any dwelling on the property;
- (6) No accessory building shall obstruct the daylight access as required by this high-rise apartment section.

i. Special Provisions:

- (1) Animals - No more than three (3) of any species of common four-legged household pets, four (4) months of age or older, shall be allowed per dwelling unit. Fowl such as chickens, ducks and geese are prohibited. This does not apply to song birds and the like. All other animals are prohibited.
- (2) Trailer house and mobile homes - no more than one (1) trailer house may be stored on the premises unless is determined by the Hearing Examiner that such storage will not be detrimental to surrounding property or to the neighborhood. Trailer houses shall not be used as living quarters at any time. Mobile homes may be used as living quarters only when located in Mobile Home Parks.
- (3) Pleasure Boats - Privately owned pleasure boats with an eight- (8) foot beam or less may be stored on the premises. Larger boats may be stored on the premises if it is determined by the Hearing Examiner that such storage will not be detrimental to the surrounding property or to the neighborhood. A boat in storage shall not be used as living quarters at any time.
- (4) Outside Storage - Inoperable motor vehicles may be stored on the premises no longer than thirty (30) days unless parked within an enclosed structure. A reasonable quantity of material normally accessory to the principal use may be openly stored in the buildable area. There shall be no open storage of other materials.

F. Use and Development Standards - Garden Court Apartments

1. In the event that any portion of Lot 1 shall be developed for the permitted use set forth in subsection C.2 above (Garden Court Apartments) the standards set forth in Article III,

Section IV hereof, shall be applicable.

G. Use and Development Standards - Townhouses, Duplexes, Single-Family Residences.

1. In the event that any portion of Lot 1 shall be developed for the permitted use set forth in subsection C.3 above (Townhouses, Duplexes, Single-Family Residences) the standards set forth in Article III, Section V hereof shall be applicable.

**SECTION II. COMMERCIAL RETAIL ZONE:** (Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 13A, 14, 15A, and 51 through 66, Tracts F and G, and Lot 3 of Short Plat SS-5099.) (Also see Ordinance 5215 with regard to Lot 3 of SS-5099 and Ordinance 4192 with regard to lots 65 and 66.)

A. Permitted Uses: Uses permitted as a matter of right:

1. Retail stores and shops. This includes all types of retail stores except the following:
  - a. Automobile and truck sales and rentals.
  - b. Heavy farm and construction equipment.
  - c. Feed, grain and farm supply stores.
  - d. House trailers, mobile home sales & rental and truck and trailer rentals.
2. Banks and other financial institutions.
3. Offices.
4. Personal and business services.
5. Household and clothing services such as a tailor, janitor, self-service laundry, and dry cleaning. Laundry plants prohibited.
6. Repair shops for small equipment and items.
7. Eating and drinking establishments.
8. Commercial recreation.
9. Public buildings and facilities.
10. Parking facilities.
11. Service Stations.

12. Minor Auto Repair Accessory to Service Stations only.
13. Hotels and motels.
14. Auto rentals accessory to motel, hotel and service stations.
15. Churches.
16. Multi-Family Housing
17. Other uses similar to the above which are consistent with the intent.

B. Use Provisions: The following provisions shall apply to all of the above uses within this zone:

1. All businesses shall be retail or service establishments dealing directly with the consumer. Products produced on the premises shall be sold at retail on the premises where produced or delivered directly to the consumer. Slaughtering prohibited.
2. All businesses, excepting garden supply stores, restaurants', and parking facilities, shall be conducted wholly within an enclosed building.
3. Goods offered for sale shall consist principally of new merchandise, except in the case of antiques.

C. Development Standards: The following Development Standards shall be applicable to former Lot 2 and the other lots covered by this Article III, Section II. except any new multifamily housing (Apartments) shall follow the Development Standards found under Section III Apartment Zone. Any change of use to an existing building into apartments or other multifamily housing is permitted, regardless of the development standards being met as found under that section. Vehicle and bicycle parking requirements shall be required per OMC 18.38

1. Front Yard: No front yard shall be required.
2. Side Yard: No side yards shall be required except where the commercial area abuts the residential area; then the side yard shall be ten feet. For the next three stories above a height of three stories or 40 feet, whichever is lesser, no part of the building shall be nearer than five feet to the side lines of the site and this distance shall be increased by one foot for every additional story, providing, however, this requirement need not apply on a flanking street of a corner site.
3. Rear Yard: A rear yard shall be not less than ten feet except where the parcel abuts the residential area in which case the yard shall be 20 feet.

4. Height: The height of a building shall not exceed 60 feet nor three stories. Office, hotel buildings shall not exceed 80 feet.
5. Vertical Angle of Light: In the case of a building of more than three stories or 40 feet in height, no part of such building above the third story, or above 40 feet, shall project above lines extending toward the building at right angles from:
  - a. All points along the ultimate centerline of the street in front of the site and inclined at an angle of  $60^{\circ}$  to the horizontal;
  - b. All points along the rear boundary line of the site or the ultimate centerline of the lane where one has been dedicated and inclined at an angle of  $60^{\circ}$  to the horizontal;
  - c. All points along the interior side boundary (or boundaries) of the site at ground level and inclined at an angle of  $70^{\circ}$  to the horizontal;
  - d. In the case of a corner site all points along the ultimate centerline of a flanking street or lane and inclined at an angle of  $60^{\circ}$  to the horizontal.
  - e. Any part of a building shall be exempt from the appropriate vertical angle control above, if the exempt part of the building:
    - (1) Has a horizontal dimension of 60 feet or less, measured parallel to the street, lane or boundary of the site, as the case may be, from which the said vertical angle is measured; and
    - (2) Is not less than 80 feet from any part of the same building similarly exempt, measured in the same direction as the 60 feet specified in clause (a) above.
6. Horizontal Light Angle (Hotels, Motels, Multi-Family Housing):
  - a. The window of every habitable room shall be not less than ten feet from the interior side boundary of the site onto which it faces.
  - b. Every such window shall permit an unobstructed view for a distance of not less than 80 feet measured horizontally from its center at sill level. Such view shall extend through either a continuous horizontal arc of not less than  $50^{\circ}$ , or through two or more horizontal arcs which in aggregate contain not less than  $70^{\circ}$ . For the purpose of this subsection the following shall be considered as obstructions:
    - (1) The theoretical equivalent building located on any adjoining site of the zone area in a corresponding position by rotating the plot plan of the

proposed building 180° above the horizontal axis located on the property line of the proposed site.

- (2) Part of the same building including permitted projections.

Accessory buildings located on the same site as the principal building.

7. Floor Area Ratio: The floor area ratio shall not exceed 2.50. Floor area ratio is a computation of density that indicates the permissible amount of floor area that may be developed on a specific amount of land area. Figure obtained when the area of all the floors of the buildings on the site is divided by the area of the site.

Floor area is the sum of the gross horizontal area of the floor or floors of all the buildings on a building site, measured from the exterior faces of the exterior walls, including elevator shafts and stairwells on each floor and all horizontal areas having a ceiling height of seven feet or more; but excluding all parking and loading spaces, cellars, unroofed areas, roofed areas open on two or more sides, areas having a ceiling height of less than seven feet, and basements used exclusively for storage or housing of mechanical or central heating equipment.

8. Accessory Buildings: Any use or structure customarily accessory to the principal uses shall be permitted, provided it shall not exceed a height of 15 feet,

### **SECTION III. APARTMENT ZONE (Lots 23, 24, 25 and 26)**

- A. Intent. To provide for apartment development at a density standard that will attain a maximum density of 25 dwelling units per acre.
- B. Permitted Uses. Uses permitted as a matter of right.
1. Apartment houses.
  2. Fraternity or sorority houses.
  3. Public or commercial swimming pool.
- C. Height. The height of a building shall not exceed five stories or 50 feet.
- D. Front yard. The front yard shall have a minimum depth of 20 feet.
- E. Side Yards. A side yard of not less than ten feet shall be provided on each side of the building, provided, of on a corner site where a side yard adjoins a flanking street, the side yard shall be not less than 15 feet.



- F. Rear Yards. A rear yard shall be provided of not less than 25 feet.
- G. Vertical Angle of Light. In the case, of buildings over 35 feet in height (measured from the finished grade at all points around and adjacent to the building) no part thereof shall project above lines extending over the site at right angles from:
1. All points along the ultimate center line of the site and inclined at the average angle of  $25^{\circ}$  to the horizontal.
  2. All points along the rear boundary line of the site and Inclined at the average angle of  $25^{\circ}$  to the horizontal.
  3. All points along the interior side boundary (or boundaries) of the site at ground level and inclined at an average angle of  $30^{\circ}$  to the horizontal.
  4. In the case of corner sites, all points along the ultimate center line of the flanking street and inclined at an average angle of  $25^{\circ}$  to the horizontal.
- H. Daylight Access.
1. The window of every habitable room shall be not less than ten feet from the interior side boundary of the site onto which it faces.
  2. Every such window shall permit an unobstructed view for a distance of not less than 80 feet measured horizontally from its center at sill level. Such view shall extend through either a continuous horizontal arc of not less than  $50^{\circ}$ , or through two or more horizontal arcs which In aggregate contain not less than  $70^{\circ}$ . For the purpose of this subsection the following shall be considered as obstructions:
    - a. The theoretical equivalent building located on any adjoining site of the zone areas in a corresponding position by rotating the plot plan on the proposed building  $180^{\circ}$  about the horizontal axis located on the property line of the proposed site.
    - b. Part of the same building including permitted projections.
    - c. Accessory buildings located on the same site as the principal building.
  3. For the purpose of this subsection, a kitchen shall not be counted as a habitable room unless its area is greater than ten percent of the total floor area of the dwelling unit in which it is situated, or 70 square feet whichever is greater.
- I. Floor Area Ratio. The maximum floor area ratio shall be 0.60, provided, however, this amount may be increased as follows:
1. Where the site coverage is 50 percent or less, an amount equal to 0.012 may be added for each one percent or fraction thereof by which such coverage is reduced below 50

percent.

2. Where the area of a site exceeds 9,000 square feet and the frontage of such site is 75 feet or more, an amount may be added equal to 0.002 multiplied by each 100 square feet of site area in excess of 9, 000 square feet but in no case shall this amount exceed 0.25.
3. Where parking spaces are provided within the outermost walls of a building or underground (but in no case with the floor of the parking area above the highest point of the finished grade around the building) an amount may be added equal to 0.20 multiplied by the ratio of parking spaces provided which are completely under cover, to the total required parking spaces.

Floor Area Ratio is a computation of density that indicates the permissible amount of floor area that may be developed on a specific amount of land area. Figure obtained when the area of all the floors of the buildings on the site is divided by the area of the site.

Floor Area is the sum of the gross horizontal area of the floor or floors of all the buildings on a building site, measured from the exterior faces of the exterior walls, including elevator shafts and stairwells on each floor and all horizontal areas having a ceiling height of seven (7) feet or more; but excluding all parking and loading spaces, cellars, unroofed areas, roofed areas, roofed areas open on two (2) or more sides, areas having a ceiling height of less than seven (7) feet, and basements used exclusively for storage or housing of mechanical or central heating equipment.

For the purpose of this section, site coverage shall be based on the projected area of the outside of the outermost walls of all buildings.

If any of the buildings are on a sloping site where a structure is located in or beneath a yard, such structure may be excluded from the site coverage calculation provided that the top of such structure (excluding required earth cover) is located beneath the average elevation of the portions of the streets, or adjacent sites, located adjacent to such structure, provided in no case shall the top of any portion of such structure extend more than three feet above the adjoining streets or adjacent sites.

- J. Accessory Buildings. A building or use customarily accessory to the above uses (except for another dwelling unit), provided that:
  1. All necessary buildings shall be located not less than 15 feet from a flanking street.
  2. The total accessory buildings do not occupy an area greater than 25 percent of the minimum yard, or 460 square feet, whichever is greater.
  3. No accessory building shall exceed 15 feet in height.

4. Not more than two-thirds of the width of the front or rear yard of any lot shall be occupied by accessory buildings.
5. No accessory building shall be closer than 12 feet to any dwelling on the property.
6. No accessory building shall obstruct the daylight access as required in this section.

K. Special Provisions.

1. Animals. No more than three (3) of any species of common four-legged household pets, four (4) months of age or older, shall be allowed per dwelling unit. Fowl, such as chickens, ducks and geese are prohibited. This does not apply to song birds and the like. All other animals are prohibited.
2. Trailer House and Mobile Homes - No more than one (1) trailer house may be stored on the premises. One (1) mobile home may be stored on the premises if it is determined by the Hearing Examiner that such storage will not be detrimental to surrounding property or to the neighborhood. Trailer houses shall not be used as living quarters at any time. Mobile homes may be used as living quarter only when located in Mobile Home Parks.
3. Pleasure Boats - Privately owned pleasure boats with an eight- (8) foot beam or less may be stored on the premises. Larger boats may be stored on the premises if it is determined by the Hearing Examiner that such storage will not be detrimental to the surrounding property or to the neighborhood. A boat in storage shall not be used as living quarters at any time.
4. Outside Storage - Inoperable motor vehicles may be stored on the premises no longer than 30 days unless parked within an enclosed structure. A reasonable quantity of material normally accessory to the principal use may be openly stored in the buildable area. There shall be no open storage of other materials.

**SECTION IV. GARDEN COURT ZONE (Lots 33 and 41)**

- A. Intent. To provide for Garden Court development at a density standard that will attain a maximum density of 15 dwelling units per acre but as to said lot 33, not to exceed a total of 150 dwelling units.
- B. Permitted Uses. Uses permitted as a matter of right:
  1. Single Family
  2. Townhouses
  3. Duplexes

#### 4. Garden Court Apartments

- C. Height. The height of a building shall not exceed two stories or 35 feet.
- D. Front Yard. The front yard shall have a minimum depth of 20 feet.
- E. Side Yards. A side yard of not less than ten feet shall be provided on each side of the building, provided if on a corner site where a side yard adjoins a flanking street, the side yard shall be not less than 15 feet.
- F. Rear Yard. A rear yard shall have a minimum depth of 25 feet.
- G. Daylight Access. The daylight access provisions set forth in Article III, Section III, subsection "H"- Apartment Zone, shall apply hereto.
- H. Floor Ratio. The maximum floor area ratio shall be 0.50 computed as provided in and subject to modification as provided in Article III, Section III, subsection "I" - Apartment Zone, the provisions of which shall be applicable hereto.
- I. Accessory Buildings. A building or use customarily accessory to the Garden Court use, provided that:
  - 1. All accessory buildings shall be located a minimum of 15 feet from a flanking street.
  - 2. The total accessory buildings do not occupy an area greater than 25 percent of the minimum yard, or 460 square feet, whichever is greater.
  - 3. No accessory building shall exceed 15 feet in height.
  - 4. Not more than two-thirds of the width of the front or rear yard of any lot shall be occupied by accessory buildings.
  - 5. No accessory building shall be closer than 12 feet to any dwelling on the property.
  - 6. No accessory building shall obstruct the daylight access as required in this section.
- J. Special Provisions. The provisions of Article III, Section III, subsection "K" - (Apartment Zone) shall apply.

#### **SECTION V. TOWNHOUSE, DUPLEX. SINGLE-FAMILY ZONE (Lots 20, 27 - 32, 34 - 40, 42)**

- A. Intent. To provide for townhouse and duplex development at a density standard that

will attain a density of a maximum of six dwelling units per acre for Lots 20, and a maximum density of eight dwellings per acre for Lot 27 to 32, 34 to 40 and 42.

B. Permitted Uses. Uses permitted as a matter of right:

1. Single-family.
2. Duplexes.
3. Townhouses.

C. Floor Area Ratio. The maximum floor area ratio shall be 0.45 computed as provided in and subject to modification as provided in Article III, Section III, subsection "I" - Apartment Zone, the provisions of which shall be applicable hereto.

D. Height. The maximum height of a building shall not exceed 35 feet or two stories.

E. Yards.

1. The front yard shall have a minimum depth of ten feet.
2. The rear yards shall have a minimum depth of ten feet.
3. The side yards shall have a minimum depth of five feet.

F. Accessory Buildings.

1. All accessory buildings shall be located a minimum of five feet from a flanking street.
2. No accessory building shall exceed 15 feet in height.
3. No more than two-thirds of the width of the front or rear yard of any lot shall be occupied by accessory buildings.

G. Special Provisions. The provisions of Article III, Section III, subsection "K" subsection - Apartment Zone, shall apply.

**SECTION VI. HIGH RISE ZONE (Lot 22 and Lots 1 and 2 of Short Subdivision SS-5099)**

A. Intent. To provide reasonable site standards that can be applied when each site is created and working viable plans are presented. In this way there will be no chance of a monotonous row of towers being created.

Maximum allowable density will be 30 dwelling unit 's/acre on Lots 1 and 2 of SS-5099 and 25 dwelling unit's/acre on Lot 22.

B. Permitted Uses. Uses permitted as a matter of right:

1. High-rise Apartments (subject to standards in this Article III, Section IV, subsection "C through E.")
2. Garden Court Apartments (subject to standards of Article III, Section IV)
3. Townhouses, Duplexes, Single- Family Residential (subject to standards of Article III, Section V.)

C. Height and Length. On any site the height of a building shall not exceed 100 feet, provided, however, that where any portion or portions of a building extend above a height of 35 feet, the maximum length of any such portion or portions combined shall in no case exceed an amount equal to 25 percent of the sum of the average depth of the site and the average width of the site. Where it is proposed to erect a building in two or more parts (towers), a site may be interpreted as two or more sites as the case may be, provided that, the area of each site so created is 25,000 square feet, or more, and the parts of the building (towers) are not less than 80 feet apart. The height of a building shall be the vertical distance between the finished grades of the site and the hypothetical surface which is parallel to the finished grades of the site. It shall be assumed that the finished grades within the outer walls of the building are formed by straight lines joining contours on the finished grades at the outer wall of the building.

D. Floor Area Ratio. The maximum floor area ratio shall be .75, provided, however, this amount may be increased as follows:

1. Where the site coverage is 50 percent or less, an amount equal to 0.09 may be added for each one percent or fraction thereof by which such coverage is reduced below 50 percent.
2. Where the area of a site exceeds 9, 000 square feet and the frontage of such site is 75 feet or more, an amount may be added equal to .0015 multiplied by each 100 square feet of site area in excess of 9,000 square feet but in no case shall this amount exceed 0.20.
3. Where parking spaces are provided within the outermost walls of a building or underground (but in no case with the floor of the parking area above the highest point of the finished grade around the building) an amount may be added equal to 0.15 multiplied by the ratio of parking spaces provided which are completely under cover, to the total required parking spaces.

Floor Area Ratio is a computation of density that indicates the permissible amount of floor area that may be developed on a specific amount of land area. Figure obtained when the area of all the floors of the buildings on the site is divided by the area of the site.

Floor Area is the sum of the gross horizontal area of the floor or floors of all the buildings on a building site, measured from the exterior faces of the exterior walls. Including elevator shafts and stairwells on each floor and all horizontal areas having a ceiling height of seven (7) feet or more; but excluding all parking and loading spaces, cellars, unroofed areas, roofed areas open on two (2) or more sides, areas having a ceiling height of less than seven (7) feet, and basements used exclusively for storage or housing of mechanical or central heating equipment.

For the purpose of this section, site coverage shall be based on the projected area of the outside of the outermost walls of all buildings.

If any of the buildings are on a sloping site where a structure is located in or beneath a yard, such structure may be excluded from the site coverage calculation provided that the top of such structure (excluding required earth cover) is located beneath the average elevation of the portions of the streets, or adjacent sites, located adjacent to such structure, provided In no case shall the top of any portion of such structure extend more than three feet above the adjoining streets or adjacent sites.

## **SECTION VII. PUBLIC USE ZONE (Lots 15B, 16, 17, 18, and 19)**

- A. Intent. To provide for development of a Thurston County Courthouse site.
- B. Permitted Uses. Use permitted as a matter of right.
  - 1. Public Use – Thurston County Courthouse.
- C. Development Standards. The development standards applicable to this use zone shall be those standards approved by the City Commission of the City of Olympia after recommendations by the Olympia Planning Commission when a detailed site plan for development was submitted thereto.

## **ARTICLE IV**

### **LOT REFERENCES**

All lots and tracts referenced herein are the lots and bearing the corresponding number or letter in the Plat of Evergreen Park according to the plat thereof recorded in Volume 16 of Plats, page 61, records of Thurston County, Washington, with the exception of Lots 15A and 15B.

Where used herein the terms Lot 15A and Lot 15B, shall respectively mean the real property described following each such designation below:

- Lot 15A: That part of Lot 15 of Evergreen Park according to the plat thereof recorded in Volume 16 of Plats, page 61, records of Thurston County, Washington, lying easterly of a line described as beginning at a point on the South line of said Lot 15, a distance of 363.18 feet S 89° 55' 51" E of the Southwest corner thereof;

thence N 13° 37' 53" E to the Northerly line thereof.

Lot 15B:

That part of Lot 15 of Evergreen Park according to the plat thereof recorded in Volume 16 of Plats, page 61, records of Thurston County, Washington, lying westerly of a line described as beginning at a point on the South line of said Lot 15 a distance of 363.18 feet S 89° 55' 51" E of the Southwest corner thereof, thence N 13° 37' 53" E to the Northerly line thereof.





January 11, 2024

*Sent via email*

**Subject: Evergreen Park PUD Amendment  
File Number 23-2792**

Greetings:

The recommendation of the Olympia hearing examiner hereby issued on the above date may be of interest to you. This recommendation will be submitted to the City Council for a final decision.

Final adoption of this amendment will be subject to a City Council decision, only after the appeal period for the Hearing Examiner decision expires, or appeals are heard.

In general, any appeal of a Hearing Examiner decision must be filed in court within twenty-one (21) days. See Revised Code of Washington, Chapter 36.70C.040, for more information relating to the timeliness of any appeal and filing, service and other legal requirements applicable to such appeal.

Contact Jackson Ewing, Associate Planner, Community Planning and Development, at 360.753.8314, or by email to [jewing@ci.olympia.wa.us](mailto:jewing@ci.olympia.wa.us) if you have questions.

Sincerely,

*Debbie*

DEBBIE ANDERSON  
Program Specialist  
Office of Community Vitality

Attachment

1 BEFORE THE CITY OF OLYMPIA HEARINGS EXAMINER

2 IN RE: ) HEARING NO. 23-2792  
3 EVERGREEN PARK PUD )  
AMENDMENT, ) FINDINGS OF FACT,  
4 ) CONCLUSIONS OF LAW  
5 ) AND RECOMMENDATION TO CITY  
COUNCIL

6 **APPLICANT:** Philip Stewart

7 **SUMMARY OF REQUEST:** The Applicant seeks the City Council's approval to modify the  
8 Evergreen Park PUD to permit residential/multifamily uses within the portion of the PUD  
currently restricted to retail/commercial.

9 **PROJECT LOCATION:**

10 Evergreen Park PUD.

11 **SUMMARY OF DECISION:**

12 The Hearing Examiner recommends that the City Council **approve** the proposed amendment to  
13 the PUD as suggested by City Staff.

14 **BACKGROUND**

15 The Evergreen Park Planned Unit Development (PUD) was established in 1973. Its most  
16 recognizable development is arguably the Thurston County Courthouse Complex but it also  
17 includes a large number of legal and medical offices, government agencies and the Olympia  
Hotel. These various public and commercial uses adjoin other areas of the PUD restricted solely  
18 to residential use, mostly multifamily. The net result is that the PUD provides for a broad array  
of public, commercial and residential uses but does not allow a mixing of these uses within the  
19 same areas of the PUD, and there is no portion of the PUD where both commercial and  
residential uses are jointly allowed.

20 The use of the PUD model for property development has become disfavored by the City  
and the Evergreen Park PUD is the only remaining PUD within City limits. It predates the City's  
21 comprehensive planning under the Growth Management Act, and many of its concepts are  
22 inconsistent with current planning. Nonetheless, it can be argued that its planning concepts have  
worked well as it remains a neat and attractive area with low vacancy rates among its  
23 commercial properties.

24 Since the Evergreen Park PUD was established fifty years ago, the City has steadily  
moved away from the PUD's underlying notion that commercial and residential uses should not  
25

1 be mixed. The City's current Comprehensive Plan, as well as its current zoning, encourage the  
2 mixing of these uses, not their separation. The pending application forces the City Council to  
3 decide whether the ideas expressed in its current comprehensive planning should be extended to  
4 this historic PUD or, instead, whether it is better to leave things as they are.

4 The issue before the City Council is made more dramatic by the announcement by  
5 ownership of the Olympia Hotel that it seeks this amendment in order that it may apply to have  
6 the hotel converted to apartments. Thus, while the proposed amendment would have application  
7 to all areas of the PUD currently limited to commercial use, its most obvious and immediate  
8 impact would be on the future use of the hotel.

7 As explained more fully below, City Staff finds that the requested amendment is  
8 consistent with the City's Comprehensive Plan and recommends that it be approved. There has  
9 been some opposition by commercial property owners/tenants who would prefer that their  
10 commercial uses continue to be insulated from residential uses (especially lower income  
11 housing). The amendment is also strongly opposed by employees of the hotel as it may cause the  
12 loss of all hotel jobs (this may have already occurred).

### 11 PUBLIC HEARING

12 The matter came before the Hearing Examiner for a public hearing on December 11,  
13 2023, at 5:30 p.m. The hearing was a "hybrid" hearing consisting of both a remote hearing  
14 utilizing the Zoom platform along with the opportunity to appear in person in the Council  
15 Chambers in the City Hall. The City appeared through Jackson Ewing, Associate Planner, as  
16 well as through Nicole Floyd, Senior Planner. The Applicant, Philip Stewart, was present and  
17 provided brief testimony. Several members of the public were present and five asked to testify.  
18 A verbatim recording was made of the public hearing and all testimony was taken under oath.  
19 Documents considered at the time of the hearing were the following:

- 17 Exhibit 1. Staff Report including public comments and other attachments.
- 18 Exhibit 2. City's PowerPoint presentation.
- 19 Exhibit 3. Additional public comments received just prior to the hearing.

19 1. **City Staff Presentation.** The City's presentation was made by Jackson Ewing,  
20 Associate Planner and author of the City's Staff Report, with some additional comments made by  
21 Nicole Floyd, Senior Planner. Mr. Ewing's presentation was concise and relied heavily upon his  
22 Staff Report as well as his PowerPoint presentation (Exhibit 2). Mr. Ewing began by noting that  
23 the application had undergone SEPA review resulting in a Determination of Non-Significance  
(DNS) issued November 17, 2023. There was no challenge to the SEPA Determination and it  
24 became final on December 8, 2023. Mr. Ewing then explained that notice of the public hearing  
25 had been properly issued to all nearby and interested parties and published in The Olympian.

24 Mr. Ewing then offered a fuller description of the application. The Applicant, Mr.  
25 Stewart, asks to amend the Evergreen Park PUD by adding multifamily housing as a permitted

1 use within the portion of the PUD currently restricted to retail/commercial activity. The  
2 Evergreen Park PUD is divided into a number of districts, or zones, with each district having a  
3 specific use. For example, there is the "Public Use" district containing the Thurston County  
4 Courthouse. Other districts within the PUD include an Apartment District, Garden Court  
5 District, Townhouse District and "Composite" District. All of these provide some form of  
6 residential use, primarily multifamily use. Lying south of all of these other districts, and north of  
7 Evergreen Parkway, is the "Retail/Commercial" District<sup>1</sup>. This area is largely developed and  
8 contains a variety of medical and legal offices, government administration facilities, and a  
9 scattering of retail activities. The proposed amendment applies only to this Retail/Commercial  
10 District and would allow multifamily residential use along with the existing retail/commercial  
11 activities.

12 Staff notes that the amendment would not restrict any current uses but merely allow  
13 residential use as an additional permitted use. Staff also notes that the proposed amendment does  
14 not restrict any existing use, and that any change in use would require a separate, later  
15 application. For example, if the hotel seeks to change its use to residential, the requested PUD  
16 amendment would merely allow it to apply for a change in use but would not guarantee that the  
17 change would be approved. That question would be decided based upon the City's other land use  
18 regulations.

19 Mr. Ewing then undertook a substantive analysis of the requested amendment to the  
20 PUD. He acknowledged that there is relatively little guidance on how to decide whether the  
21 PUD should be amended as, again, this is the City's only remaining PUD and its governing  
22 regulations provide little guidance on what standards apply when an amendment is sought. The  
23 Evergreen PUD is regulated by Chapter 18.54 of the Olympia Municipal Code (OMC). OMC  
24 18.54.060 requires that any major adjustment to the PUD shall be permitted only through the  
25 procedures found in OMC 18.56.120.B (relating to Planned Residential Developments or PRDs).  
26 OMC 18.56.120.B.2 requires that any "major" adjustment must first undergo review by the  
27 Hearing Examiner followed by approval by the City Council. City Staff regards this as a major  
28 adjustment to the PUD requiring the Hearing Examiner's review and City Council's approval.  
29 Neither Chapter 18.54, Chapter 18.56 or any other chapter of the OMC provides a clear standard  
30 for review of a requested amendment such as this. City Staff notes that the only useful guidance  
31 is found in the Purpose Statement of OMC 18.54.020 which states:

32 "The Evergreen Park PUD District is intended to permit flexibility in design,  
33 placement of buildings, and use of open spaces, including modification and  
34 requirements for lot frontage, building setbacks and design of circulation facilities  
35 to best use potentials of sites characterized by special features of geography,  
36 topography, size or shape, and to encourage a more creative approach in the  
37 development of land that will result in a more efficient aesthetic and desirable  
38 environment in harmony with that of the surrounding area."

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<sup>1</sup> This district is also referred to as the "Commercial/Retail District" or "Commercial/Retail Zone". For ease of reference it will hereafter be referred to as "Retail/Commercial Zone" or "Retail/Commercial District".

1 With this purpose in mind, City Staff finds that the proposed amendment will permit  
2 flexibility and creativity and a more efficient and desirable environment in harmony with both  
3 the surrounding area and the City as a whole. Staff adds that the amendment is consistent with  
4 the goals of the Thurston County Housing Action Plan and also notes that other areas of the City  
5 where commercial activity is allowed also allow residential uses as well. Staff therefore finds  
6 that the proposed amendment is consistent with the Purpose Statement in OMC 18.54.020.

7 Mr. Ewing then undertook an analysis of the proposed amendment with respect to the  
8 goals and polices in the City's current Comprehensive Plan. City Staff finds that the proposed  
9 amendment is consistent with Planned Development Policies in the Comprehensive Plan,  
10 especially GL1 and PL1.6; PL11.1 and PL11.3. Staff notes that the Comprehensive Plan clearly  
11 encourages mixed-use buildings as well as residential uses within commercial districts. Staff  
12 therefore believes that the proposed amendment will bring the PUD into closer conformity with  
13 the Comprehensive Plan by allowing residential uses in the commercial district.

14 Staff also finds that the proposed amendment is consistent with the Housing Chapter of  
15 the Comprehensive Plan including Policies PL16.1, PL16.2, PL16.5, PL16.8 and PL16.13.  
16 These policies clearly support adaptive reuse of existing buildings, especially in areas currently  
17 served by public streets and utilities adequate to provide for housing. Staff concludes that the  
18 amendment is consistent with the Housing Chapter of the Comprehensive Plan as it would  
19 increase housing stock and housing options as called for by the Comprehensive Plan.

20 City Staff acknowledges public concerns and has taken these concerns into consideration.  
21 Having done so, Staff continues to believe that the requested amendment is consistent with the  
22 Comprehensive Plan and allows for greater flexibility in land use in a manner consistent with the  
23 City's current goals and polices.

24 2. **Applicant's Presentation.** The Applicant, Philip Stewart, spoke very briefly in  
25 support of his application. Mr. Stewart is the owner of the hotel property and believes that its  
best future is in its conversion to multifamily housing. He asks that the PUD be amended so  
that its land uses are consistent with allowed uses in other commercially-zoned areas of the City.

3. **Public Comments.** Several public comments were received in advance of the  
public hearing, either in response to the Notice of Hearing or to the SEPA notice:

**Bev Garrick.** Ms. Garrick expresses opposition to the proposed amendment out of  
concern that it would lead to the closure of the hotel and the loss of a strategic convention  
facility. Operation of the hotel has also reduced drug and crime problems in the Evergreen Park  
area as the hotel has been diligent in its efforts to prohibit these activities near its facilities. Ms.  
Garrick fears that the reverse will be true if low income housing is allowed in place of the hotel.

**Jessica Jensen.** Ms. Jensen is an attorney with Cap City Law located in Bristol Court.  
Ms. Jensen, who serves on the Thurston Economic Development Council and is President of the  
West Olympia Business Association, expresses opposition to the proposed amendment due to  
concerns over the loss of one of the only Olympia hotels with full-service conference facilities;

1 that it will expose adjoining environmentally sensitive areas to more intensive use; and will  
2 increase the likelihood that the area will not be as well maintained.

3 Maris Zivarts. Mr. Zivarts is the Research Director or UNITEHERE Local 8, the union  
4 representing the workers as the Olympia Hotel. Speaking as the representative for these  
5 employees, Mr. Zivarts opposes the proposed amendment as it will likely result in the loss of a  
6 number of good jobs and will eliminate one of the few conference centers in the City.

7 Patrick McClelland. Mr. McClelland is President of Bristol Court Condominium  
8 Association and owner of two of the office suites located there. Mr. McClelland opposes the  
9 proposed amendment and believes that it will increase automobile and pedestrian traffic through  
10 the neighborhood while also increasing crime rates. Mr. McClelland notes that his current office  
11 facilities face theft and vandalism problems from adjoining residential neighbors and he fears  
12 that this problem will only increase if the amendment is approved. He asserts that both landlords  
13 and tenants within the commercial portion of Evergreen Park, including Bristol Court, have  
14 made significant financial investments into these properties on the expectation that they would  
15 remain commercial-only. Mr. McClelland argues that the proposed amendment will undermine  
16 this economic expectation and will degrade commercial property values.

17 Camon Talen. Mr. Talen is one of the approximately seventy employees of the Olympia  
18 Hotel, where he has worked for the past thirteen years. In a lengthy written statement, Mr. Talen  
19 asserts that the hotel ownership has engaged in wrongful conduct; has allowed the premises to  
20 fall into disrepair; and that the City has been complicit in the owner's attempts to convert the  
21 hotel to low-income housing.

22 John Drebeck. Mr. Drebeck was involved in the original establishment of the Evergreen  
23 Park PUD in the 1970s. He is opposed to the proposed amendment and believes that it is  
24 inconsistent with the PUD's concept. He asks that the amendment be denied so that the  
25 commercial portion of the Evergreen Park PUD can be incentivized to continue to use and  
maintain all lots within the commercial area so as to maintain its vitality and integrity.

During the public hearing additional public comment was received including additional  
comments from several of those who had provided earlier written comment:

19 Susan Bitow. Ms. Bitow is opposed to the proposed amendment as it would lead to the  
20 loss of an important conference center merely to provide additional housing. She is also  
21 concerned that it will cause added vehicle trips; increase burden on neighborhood parks and  
22 other facilities; invite transient use and generally increase the wear and tear on the surrounding  
23 neighborhood.

24 Camon Talen. Mr. Talen had provided earlier written comments as noted above. He  
25 reiterated many of these comments and wanted to stress the negative impact this was having  
upon the hotel employees.

1        John Drebeck. Mr. Drebeck wished to follow-up on his earlier written comments and  
2        reiterate his opposition. Mr. Drebeck again noted that he has been involved in Evergreen Park  
3        since its inception and has watched its development over the past fifty years. He believes that its  
4        current model is successful and invites investment into the commercial portion, but that  
5        commercial property owners will be discouraged from further investment if multifamily housing  
6        is allowed into this area.

7        Russell Hamilton Mr. Hamilton is one of the Olympia Hotel managers and is opposed to  
8        the proposed amendment as it will cause the loss of a number of well-paying union jobs. He also  
9        concurs with the points made by other speakers.

10       Debbi Boyd. Ms. Boyd has been responsible for chairing events at the hotel and is  
11       concerned about its loss. In particular, she worries that its closure will result in a significant loss  
12       of hospitality tax and wonders how this loss will be reconciled.

13       4.        **City's Supplemental Information**. In light of some of the concerns expressed  
14       by members of the public, the Hearing Examiner asked City Staff whether it had considered  
15       analyzing the proposed PUD amendment in the same way it would analyze a proposed *zoning*  
16       amendment as required by OMC 18.59.050. In other words, if an applicant sought a site-specific  
17       rezone of property from, say, a general commercial zone to a more mixed use zone, the  
18       application would be reviewed under OMC 18.59.050 and its five criteria for rezone approval:

19            A.        The rezone is consistent with either the Comprehensive Plan including the  
20            Plan's Future Land Use Map as described in OMC 18.59.050 or with a concurrently  
21            approved amendment to the Plan.

22            B.        The rezone will maintain the public health, safety or welfare.

23            C.        The rezone is consistent with other development regulations that  
24            implement the Comprehensive Plan.

25            D.        The rezone will result in a district that is compatible with adjoining zoning  
              district; this may include providing a transition zone between potentially incompatible  
              designations.

              E.        Public facilities and services existing and planned for the area are  
              adequate and likely to be available to serve potential development allowed by the  
              proposed zone.

              City Staff agreed with the Hearing Examiner that, although this standard for rezoning did  
              not expressly apply to an amendment to a PUD, there is enough similarity to justify an analysis  
              of the requested PUD amendment under OMC 18.59.050. Accordingly, the Hearing Examiner  
              asked that the City Staff undertake this analysis and provide a Supplemental Staff Report by  
              December 26, 2023.

1 City Staff complied with the Hearing Examiner's request and provided a Supplemental  
2 Staff Report analyzing the requested amendment's compliance with the standards found in OMC  
18.59.050 for a zoning amendment. The Supplemental Report finds:

3 **A. The rezone is consistent with either the Comprehensive Plan including**  
4 **the Plan's Future Land Use Map as described in OMC 18.59.050 or with a**  
5 **concurrently approved amendment to the Plan.**

6 Staff finds that the proposed PUD amendment satisfies this requirement. Staff  
7 first notes that Planned Developments are intended to provide opportunities for  
8 innovative design in a manner compatible with existing uses. Innovative design may  
9 include a wider variety of housing types and densities or a greater mix of uses. Staff  
10 finds that the proposed amendment will bring the PUD in closer alignment with existing  
11 development standards throughout the rest of the City, noting that all other commercial  
12 zoning districts in the City allow residential use.

13 Staff also reiterates its earlier findings that the proposed amendment is consistent  
14 with the City's Comprehensive Plan including those portions of the Plan devoted to  
15 Planned Development. Staff cites to Goal GL1 and Policy PL1.6; Goal GL11 and Policy  
16 PL11.1 and PL11.3, all of which encourage a compatible mix of housing and commercial  
17 uses in commercial districts. Staff also cites to Policy PL16.1, PL16.2, PL16.5, PL16.8,  
18 and PL16.13 which collectively support adaptive reuse of existing buildings for housing  
19 purposes especially in areas currently served by public streets and utilities adequate to  
20 provide for housing. Staff notes that the Evergreen Park PUD has transit stops within one  
21 quarter mile and that it could readily accommodate residential uses within its commercial  
22 structures. Staff adds that the proposed amendment is consistent with the portions of the  
23 Comprehensive Plan addressing Climate and Equity, noting that the amendment would be  
24 consistent with the Thurston Climate Mitigation Plan and would open more of the City to  
25 residential development, serving the community's goal of increased housing option.

17 **B. The rezone will maintain the public health, safety or welfare.**

18 Staff finds that this requirement is satisfied. The existing Evergreen Park PUD  
19 has a well established street network and utilities, all capable of accommodating  
20 residential uses. Any redevelopment of existing uses would be required to meet current  
21 City standards.

22 Staff is sensitive to the loss of jobs caused by the discontinuance of the Olympia  
23 Hotel but notes that the decision to maintain or discontinue hotel use should be driven by  
24 market forces, not land use regulation. The proposed amendment will not preclude the  
25 hotel from remaining open but simply allow its ownership to consider alternate uses.  
Staff adds that the City has seen at least four new hotels/motels since 2014, several of  
which include public meeting rooms although admittedly none have the same sized  
facilities as the Olympia Hotel.





1 amendments have the same transformative quality as the currently proposed amendment.  
2 Unfortunately, the City's Development Regulations do not provide ample guidance on how such  
3 an amendment should be evaluated. The Hearing Examiner believes that the best guidance is  
4 found in OMC 18.59.050 and its criteria for approving a zoning amendment. While those criteria  
5 are not applicable to an amendment of the Evergreen Park PUD, the proposed amendment is  
6 similar enough to a zoning amendment (indeed, it is almost the same) that the criteria for zoning  
7 amendment approval provide the most useful criteria when determining whether the PUD  
8 amendment should be approved. The City's Planning Staff seems to agree.

9 After reviewing the amendment in according to the criteria found in OMC 18.59.050,  
10 Staff reiterates its support for the PUD amendment. Staff finds that, if these criteria applied, the  
11 proposed amendment would satisfy all criteria. The Hearing Examiner concurs.

12 The proposed amendment can easily be found to be consistent with the City's  
13 Comprehensive Plan. The Plan repeatedly encourages mixed use neighborhoods, and of  
14 residential uses within commercial areas. The Plan also strongly encourages adaptive reuse of  
15 commercial facilities especially in areas of the City where infrastructure can readily adapt to new  
16 uses. Additionally, the Plan recognizes the significant need for additional housing within the  
17 City, especially more affordable housing.

18 Of course, it is one thing for the amendment to be consistent with the City's  
19 Comprehensive Plan, and another thing for it to fit well in the PUD's as-built environment.  
20 Approving the amendment will make possible an application to convert the Olympia Hotel to  
21 multifamily use at the loss of a significant number of jobs. It will also expose longstanding  
22 commercial uses to a more intense integration with residential uses - all in a manner that would  
23 not have been anticipated when those commercial uses were established. It is not surprising,  
24 then, that the application experiences opposition from the hotel's workforce and from some of the  
25 nearby commercial property owners. There is the additional issue as to whether the amendment  
effectively prevents the City from hosting larger conferences, perhaps sending them to other  
nearby communities. These issues are not insubstantial and pose difficult questions for the City  
Council. But having taken these concerns into careful consideration, I concur with City Staff  
that the proposed amendment is consistent with the City's Comprehensive Plan; would establish  
a City-wide uniform policy of allowing residential uses within commercially zoned areas; and  
would allow market forces to decide the highest and best use among the permitted uses. I  
therefore recommend that the amendment be approved by City Council.

### **FINDINGS OF FACT**

1. Any Findings of Fact contained in the foregoing sections are adopted by the  
Hearing Examiner as Findings of Fact.

2. The Applicant, Philip Stewart, petitions to modify the Evergreen Park PUD in  
order to allow residential/multifamily uses within the Retail/Commercial Zone of the Evergreen  
Park PUD.

1           3.       The requested amendment affects those portions of the PUD currently designated  
2 as the "Retail/Commercial Zone" of the PUD. This includes Lots 3, 4, 5,6, 7, 8, 9, 10, 11, 12, 13,  
13A, 14, 15A, and 51-66, Tracts F and G, and Lot 3 of Short Plat SS-5099.

3           4.       The Evergreen Park PUD was established in 1973. It is the only remaining PUD  
4 in the City of Olympia.

5           5.       At the time it was established, the Evergreen Park PUD established several  
6 "zones" of use, including a Public Zone, a Retail/Commercial Zone and a variety of Residential  
7 Zones to allow different types and densities of residential use. Most notably, however, the  
various zones do not allow for a mix of uses, that is, the Retail/Commercial Zone does not allow  
residential use.

8           6.       As demonstrated on maps of the Evergreen Park PUD, the lower (southerly) half  
9 of the PUD is largely dedicated to retail/commercial use while the upper half is devoted to  
residential and public use (the County Courthouse).

10          7.       The Retail/Commercial Zone of the PUD is largely developed and contains a  
11 large number of buildings currently used as legal and medical offices, government administration  
facilities, a small amount of retail and a hotel at the far easterly end, currently known as the  
12 "Olympia Hotel".

13          8.       During the fifty-year existence of the Evergreen Park PUD there have been a few  
14 amendments to the PUD, most recently in 2006. These prior amendments have generally allowed  
increased flexibility in the use of the PUD but no previously-approved amendment has allowed  
15 the designated zones to be mixed in their allowed uses. Fifty years later, the Retail/Commercial  
Zone of the PUD remains restricted to these uses.

16          9.       As earlier noted, the purpose of the proposed amendment is to allow multifamily  
17 housing as a permitted use in the Retail/Commercial Zone. The requested amendment would not  
eliminate any currently allowed uses within this portion of the PUD but would instead increase  
18 the number of allowed uses to include multifamily housing.

19          10.       The party requesting the PUD amendment is the owner of the Olympia Hotel.  
Ownership of the hotel has made known that, if the amendment is approved, it will seek to have  
20 use of the hotel converted to multifamily housing. The proposed amendment does not guarantee  
that the requested use will be approved, as the application would be subject to all of the City's  
21 other development regulations and would need to be found compliant.

22          11.       The application to amend the PUD was received May 22, 2023. The application  
23 underwent SEPA review and the City, acting as the Lead Agency, issued a SEPA Determination  
of Non-Significance (DNS) on November 17, 2023, with an appeal deadline of December 8,  
24 2023. No appeals of the SEPA Determination were filed and it is now final.

1           12. Notice of the public hearing was published along with the SEPA DNS. Notice  
2 was sent to property owners within 300 feet of the PUD, to recognized neighborhood groups and  
to applicable agencies pursuant to OMC 18.78.020.

3           13. Notice of the hearing generated several public comments as noted earlier in the  
4 public hearing section. Comments were largely in opposition and expressed concerns over  
5 increased crime; lessened security for existing businesses; increased presence of homeless  
6 individuals and concerns that the amendment was generally inconsistent with the original  
7 purpose of the PUD and its separation of uses into zones. In addition, and perhaps more  
8 importantly, public comments focused on the conversion of the Olympia Hotel to multifamily  
use and the resulting loss of a significant number of well paying jobs. Concerns were also  
9 expressed that the loss of the hotel would reduce the City's ability to host conferences and also  
10 reduce the City's hospitality tax revenues.

11           14. Perhaps because the Evergreen Park PUD is the City's only remaining PUD, the  
12 regulatory framework for considering amendments to the PUD is not entirely clear, nor is the  
13 criteria to be considered for amendment approval. City Staff finds that the procedure for  
14 amendment review is governed by OMC 18.54.060 which, in turn, adopts the procedures found  
15 in OMC 18.56.120.B. This ordinance declares that an amendment which substantially changes  
16 the character, basic design, density, open space or other requirements and conditions of the PUD  
17 is a "major adjustment" and may not be approved without prior review by the Hearing Examiner  
18 and final approval by City Council.

19           15. Again, there is little regulatory guidance to assist the Hearing Examiner/City  
20 Council when determining whether the proposed amendment is appropriate. Recognizing this,  
21 City Staff looks to the Purpose Statement of the PUD ordinance (OMC 18.54.020) to provide  
22 some assistance. The Purpose Statement declares:

23           "The Evergreen Park PUD District is intended to permit flexibility in design,  
24 placement of the buildings and use of open spaces, including modification and  
25 requirements for lot frontage, building setbacks, and design of circulation  
facilities to best use potentials of sites characterized by special features of  
geography, topography, size or shape, and to encourage a more creative approach  
in the development of land that will result in a more efficient, aesthetic and  
desirable environment in harmony with that of the surrounding area."

1           16. Previously requested amendments to the Evergreen Park PUD have undergone a  
2 similar review process and have been examined utilizing similar criteria.

3           17. Requested amendments to the Evergreen Park PUD are not subject to the same  
4 review criteria as are imposed on requests for amendments of zoning designations. See OMC  
5 18.59.050.A-E. Nonetheless, the Hearing Examiner finds that these criteria are useful in  
6 determining whether the requested PUD amendment is appropriate, and City Staff concurs.

1           18.     City Staff finds that the amendment is consistent with the Comprehensive Plan.  
2     The Staff Report, at pages 4 and 5, undertakes a detailed analysis of the proposed amendment  
3     with respect to its consistency with the Comprehensive Plan and finds that the amendment is  
4     consistent with the Plan's Development Policies including Goal GL1 and Policy PL1.6, PL11.1  
5     and PL11.3; with its Housing Policies including Policies PL16.1, PL16.2, PL16.5, PL16.8 and  
6     PL16.13, and with the Plan's Goals and Policies relating to Climate and to Equity. The Hearing  
7     Examiner has reviewed these Findings and adopts them as his own.

8           19.     City Staff has also examined the proposed amendment with respect to the criteria  
9     found in OMC 18.59.050.A-E which serve as the criteria for determining whether a required  
10    zoning amendment is appropriate. The Supplemental Staff Report undertakes a detailed  
11    examination of the amendment with respect to each of these criteria and finds that the proposed  
12    amendment satisfies each criteria. A fuller statement of each of the City's Findings is set forth in  
13    the earlier Public Hearing Section. The Hearing Examiner has carefully reviewed the Staff's  
14    Findings and adopts them as his own Findings of Fact.

15           20.     The public hearing elicited additional public concerns regarding the proposed  
16    amendment. These public comments repeat those earlier expressed and include frustration over  
17    the pending loss of the hotel and its jobs; the loss of an important conference facility for the City;  
18    concerns that residential uses are a poor mix with the existing commercial facilities and will  
19    impose inappropriate and unfair burdens on these commercial properties and their tenants; and  
20    the belief that the original concept of the PUD and its intentional separation of commercial uses  
21    from residential ones should be preserved.

22           21.     City Staff has carefully considered the public's concerns and has taken them into  
23    consideration when reaching its recommendation. Despite these public concerns, Staff finds that  
24    the requested amendment is consistent with the City's Comprehensive Plan and its goals for  
25    mixed uses and more housing; that it is consistent with the City's allowance for residential uses  
26    in the City's commercially-zoned areas; and that it is consistent with the City's desire to  
27    repurpose properties for residential use where appropriate. The Hearing Examiner concurs.

28           22.     City Staff recommends approval of the proposed amendment to the Evergreen  
29    Park PUD. The Hearing Examiner concurs.

30           Having entered the following Findings of Fact, the Hearing Examiner makes the  
31    following:

### CONCLUSIONS OF LAW

32           1.     Any Conclusions of Law contained in the previous sections are incorporated  
33    herein as the Hearing Examiner's Conclusions of Law.

34           2.     The Hearing Examiner has jurisdiction over the subject matter and the parties.

1 3. All SEPA requirements have been met.

2 4. All notice requirements have been met.

3 5. The requested amendment to the Evergreen Park PUD is consistent with the City's  
4 Comprehensive Plan including those Goals and Policies identified in the Findings of Fact.

5 6. Pursuant to OMC 18.59.050:

6 A. The amendment to the PUD is consistent with the Comprehensive Plan  
7 including the Plan's Future Land Use Map.

8 B. The requested amendment to the PUD will maintain the public health,  
9 safety or welfare.

10 C. The requested amendment is consistent with other development  
11 regulations that implement the Comprehensive Plan.

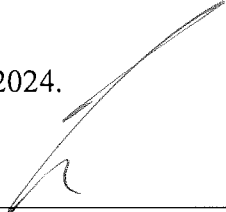
12 D. The requested amendment will result in a zone of the PUD that is  
13 compatible with adjoining PUD zones as well as adjoining zoning districts.

14 E. Public facilities and services existing and planned for the area are  
15 adequate and likely to be available to serve potential development allowed by the  
16 proposed amendment to the PUD.

17 **RECOMMENDATION**

18 Having entered his Findings of Fact and Conclusions of Law, the Hearing Examiner  
19 recommends to the City Council that the proposed amendment to the Evergreen Park PUD be  
20 approved as proposed by City Staff.

21 DATED this 3 day of JANUARY, 2024.

22  
23  
24  
25  
  
\_\_\_\_\_  
Mark C. Scheibmeir  
City of Olympia Hearing Examiner

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING THE EVERGREEN PARK PLANNED UNIT DEVELOPMENT (PUD), IN PARTICULAR, REVISING THE PERMITTED USES WITHIN THE RETAIL/COMMERCIAL AREA OF THE PUD TO ALLOW RESIDENTIAL USES AS A PERMITTED USE**

**WHEREAS**, on May 22, 2023, Phillip Stewart, submitted a request to Modify Evergreen Park PUD to permit residential/multifamily uses within the Commercial Retail Zone of the Evergreen Park PUD, specifically, Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 13A, 14, 15A, and 51 through 66, Tracts F and G, and Lot 3 of Short Plat SS-5099. (Also, see Ordinance 5215 with regard to Lot 3 of SS-5099 and Ordinance 4192 with regard to lots 65 and 66.); and

**WHEREAS**, on June 28, 2023, Community Planning & Development staff issued Notice of Application and anticipated SEPA determination was issued, and Notice was sent to property owners within 300 feet of the PUD, Recognized Neighborhood Groups, and Applicable Agencies, following proper procedures pursuant to OMC 18.78.020; and

**WHEREAS**, on November 17, 2023, pursuant to the State Environmental Policy Act, the City of Olympia issued a Determination of Non-Significance, which was not appealed; and

**WHEREAS**, on November 17, 2023, the subject site was posted with notice regarding the public hearing, the SEPA Determination of Nonsignificance, and the SEPA Determination of Nonsignificance Appeal Period; and

**WHEREAS**, on November 27, 2023, a legal notice was published in *The Olympian* newspaper regarding the public hearing, SEPA Determination of Nonsignificance, and the SEPA Determination of Nonsignificance Appeal Period; and

**WHEREAS**, on December 11, 2023, the Olympia Hearing Examiner (the "Examiner") held a duly noticed, open-record public hearing regarding these proposals; and

**WHEREAS**, on January 3, 2023, the Examiner recommended that the land use zoning of the Evergreen Park PUD be changed to allow residential uses with the Retail/Commercial are of the subject PUD; and

**WHEREAS**, on date March 5<sup>th</sup>, 2024 the Olympia City Council, sitting in a quasi-judicial capacity, conducted a closed-record hearing to consider the Examiner's recommended land-use change for the Evergreen Park PUD; after considering the record, the Examiner's recommendation, and public testimony, the Council voted to adopt the Examiner's recommendation to change the zoning of the Evergreen Park PUD to allow residential uses in the Retail/Commercial zone of the subject PUD; and

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

**WHEREAS**, this PUD amendment meets the goals and requirements of the Growth Management Act; and

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

**WHEREAS**, this Ordinance is supported by the staff report and materials associated with this Ordinance, along with other documents on file with the City of Olympia;

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

**Section 1. Amendment of Official Evergreen Park PUD.** The Evergreen Park PUD development regulations are hereby amended by replacing the current development standards of the PUD attached hereto, which is incorporated into the PUD regulations by reference as though fully set forth herein. The updated Official Evergreen Park PUD standards will be held on file with the city and made available to the public through the city website.

**Section 2. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

**Section 3. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances is unaffected.

**Section 4. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 5. Effective Date.** This Ordinance takes effect five (5) days after passage and publication, as provided by law.

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MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**

Mark Barber  
CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



**APPENDIX A**

May 22, 1973

AMENDED JUNE 1, 2006

**AMENDED XXXX**

**EVERGREEN PARK PLANNED UNIT DEVELOPMENT  
USE CLASSIFICATION AND DEVELOPMENT STANDARDS**

**ARTICLE I. INTENT**

The Evergreen Park PUD District is designed to establish standards for the development of an area containing approximately 200 acres on the west side of Olympia, as a combined residential and commercial community. The general elements are designed to permit flexibility in the arrangement of structures on the sites in order to encourage good architectural design, to provide adequate greenbelt and open space areas, to provide the maximum possible protection of the natural amenities of the area, to provide adequate accesses and utilities for the uses permitted, to assure adequate light and air, and to provide protection from discordant influences.

**ARTICLE II -GENERAL PROVISIONS**

**SECTION I. SITE PLANS** - Emphasis of the natural amenities shall be an integral part of all site plans.

- A. For Lots 43 through 66 detailed site plans, landscape plans, building elevations, color schemes, building plans, computation for vertical angle of light, horizontal light angles and floor area ratio where-ever applicable shall be submitted directly to the Olympia City Site Plan Review Committee for review and approval as to conformance with the nature and intent hereof, development standards provided herein, and as to the adequacy of the traffic plan for the traffic to be generated by the development of such property.
- B. For Lots 3 through 42, detailed site plans, landscape plans, building elevations, color schemes, building plans, computations for vertical angle of light, horizontal light angles and floor area ratios wherever applicable for each parcel shall be submitted to the City Planner and City Engineer for review and approval to determine conformance with the nature and intent hereof, the standards herein, and other applicable ordinances of the City of Olympia.

**SECTION II. OPEN SPACE, GREENBELT AREA** (Tracts A, B, C & D)

- A. Tracts A, B, C, and D shown on the site plan annexed hereto marked Exhibit "A- 1" shall

be maintained in perpetuity as natural landscaped open areas, owned by a property owners' association, municipal or state body, or by present property owners. Additional areas to be devoted to open space or greenbelt area shall be approved by the City Planner and City Engineer.

### **SECTION III. PEDESTRIAN WALKWAYS AND CIRCULATION**

- A. Pedestrian easements shall be provided to permit reasonable access to the greenbelt area either at the locations shown in the site plan annexed hereto or at other locations providing more suitable access giving due consideration to geographical limitations. Exact locations of pathways shall be approved by the Hearing Examiner upon recommendation of the City Planner and City Engineer. Maintenance shall be by a property owners' association, municipal body or present property owners. Additional pedestrian circulation walk-way systems may be required by the City Commission upon recommendation of the Hearing Examiner. All pathways must be constructed by the developer prior to construction on 45 percent of the lots as shown on Exhibit "A-1". Pathways shall be constructed in conformance with such reasonable design criteria as shall be established by the City Engineer.

### **SECTION IV. SIDEWALKS**

- A. Sidewalks shall follow the specifications and locations as follows:
  - 1. Lakeridge Drive
    - a. Five foot (5') Portland Cement concrete integral curb and sidewalks along the north side of the street extending from Evergreen Park Drive to Deschutes Parkway.
    - b. Top of the cut to Evergreen Park Drive - eight foot (8') Portland Cement concrete integral curb and sidewalk along the south side of the street. This sidewalk will extend two feet onto private property.
  - 2. Evergreen Park Court
    - a. Five foot (5') Portland Cement concrete sidewalk along both sides of the street. There will be a 4-1/2 foot landscaped parking strip between the curb and the sidewalk. The cul-de-sac on the north end of Evergreen Park Court will have a five foot (5') Portland Cement concrete integral curb and sidewalk.
  - 3. Lakeridge Way and 24th Way, Southeast
    - a. Eight foot (8') Portland Cement concrete integral curb and sidewalk on both

sides of the roadway extending from Lakeridge Drive to Evergreen Park Drive. This sidewalk extends two feet onto private property.

- (1) Five foot (5') Portland Cement concrete sidewalk along the northerly side of the street between Lakeridge Drive and its intersection with Cooper Point Road. There will be a four and a half foot landscaped parking strip between the curb and the sidewalk. If the abutting property develops commercial, then the sidewalk width shall be increased to ten feet.
  - (2) Ten-foot integral curb and walk along the southwest side of the street extending from the existing temporary roadway easement shown on the plat westerly to Cooper Point Road.
4. Sidewalks for those portions of Lots 43 through 66 contained within Evergreen Park Drive will be located and sized in accordance with the development of this area. They shall be shown on the site plan as required in Section 1 of this article.

#### **SECTION V. STREET SYSTEM**

- A. The principal streets will be those that are shown and dedicated on the site plan, attached hereto, and marked Exhibit "A-1". Final alignment of any other streets necessary to serve any of the parcels of land and the location of all points of ingress and egress to the property abutting all existing or proposed streets shall meet with the standards established by the City of Olympia and approved by the City Engineer and the City Planner. New streets must be consistent with the nature and intent of this PUD.

#### **SECTION VI. STREET LIGHTING**

- A. Street lighting shall conform with the standards and policies of the City of Olympia applicable to the various land uses established for this development. Street lighting shall be installed to coincide with the development of each lot.

#### **SECTION VII. WATER, SANITARY SEWER AND DRAINAGE SYSTEMS**

- A. The PUD shall be served by the City of Olympia water distribution system, sanitary sewage collection system and storm drainage system. These systems shall meet the current standards and policies established by the City of Olympia at the time of development. Prior to construction detailed construction plans and specifications for all utilities and improvements shall be submitted to the City Engineer for review and approval. All proposed utilities shall conform to the provisions hereof and with the existing ordinances of the City of Olympia and the laws of the State of Washington.

**SECTION VIII. UTILITIES**

- A. All utilities, both private and public, will be placed underground. The undergrounding of all utilities will be completed prior to commencing construction on Lots 1 and 11 of this development.

**SECTION IX. LANDSCAPING**

- A. All improved areas shall be reasonably landscaped upon completion of building construction. Proposed landscaping plans shall be submitted to the City Planner and City Engineer for review when detailed site and building plans are submitted pursuant to Section I of this Article.
- B. In lieu of other specific requirements set forth herein or incorporated herein by reference, all areas other than access ways lying between the paved portion of streets and the parking areas of commercial zones shall be reasonably landscaped so as to provide a screening having a minimum height of six feet (6') at maturity for such parking areas lying adjacent to or across the street (excluding the Olympia-Aberdeen Freeway) from a residential area and a minimum height of three feet (3') at maturity for all such other parking areas.
- C. Developments completed prior to the adoption of an ordinance incorporating these requirements shall be exempt there from.

**SECTION X. OFF-STREET PARKING**

- A. Off-street parking shall meet the minimum standards provided under the City of Olympia code. In addition, no parking area shall be allowed with ten feet of the paved portion of a street.

**SECTION XI. OFF STREET LOADING**

- A. Off-street loading requirements shall meet the minimum standards provided under the Olympia City Code.

**SECTION XII. SIGNS**

- A. All signs shall be constructed and maintained in conformance with (Sign Standards) of the Olympia City Code. Signs maintained in residential use districts hereof which are not specifically provided for in said code shall meet the standards set forth in said Section for RM Zones.

## **ARTICLE III**

### **PERMITTED USES AND DEVELOPMENT STANDARDS**

#### **SECTION I. COMPOSITE USE ZONE (Lot 1)**

##### **A. Purpose**

1. The purpose of the Composite Use Zone is to provide for the use of Lot 1 for residential purposes and to establish standards which shall be applicable to such of the permitted uses as may be developed. Such uses will of course be dependent in fact upon the future growth of Olympia and the relative needs for such uses.

##### **B. Special Provisions**

1. A park area for the use of the owners of property within Evergreen Park, or the public, shall be established for the benefit of said property owners or dedicated to the City of Olympia for the benefit of the public. Such park area shall contain a minimum of two (2) acres and shall include 1.25 acres for each 100 dwelling units (or part thereof) to be constructed on said Lot 1. For example if 250 dwelling units are to be constructed on Lot 1, the minimum park area would be 3.75 acres.
2. There shall be no more than 500 residential units constructed on Lot 1.

##### **C. Permitted Uses - Uses permitted as a matter of right:**

1. High rise Apartments
2. Garden Court Apartments
3. Townhouses, Duplexes, Single-family residences

##### **D. Conditionally Permitted Uses - Uses permitted pursuant to a Conditional Use Permit:**

1. Churches

##### **E. Use and Development Standards - High Rise Apartments**

1. In the event that any portion of Lot 1 shall be developed for the permitted use set forth in subsection C.1 above (High-Rise Apartments), the following use and development standards shall be applicable:
  - a. Height and Length: On any site the height of a building shall not exceed 120 feet,

provided, however, that where any portion or portions of a building extend above a height of 35 feet, the maximum length of any such portion or portions combined shall in no case exceed an amount equal to 25 percent of the sum of the average depth of the site and the average width of the site. With the approval of the Hearing Examiner of the City of Olympia, after recommendation of the Site Plan Review Committee, the height may be in excess of 120 feet but not in excess of 200 feet where the geographical amenities of the site make such height possible. Where it is proposed to erect a building in two or more parts (towers), a site may be interpreted as two or more sites as the case may be, provided that the area of each site so created is 25,000 square feet or more, and the parts of the building (towers) are not less than 80 feet apart. The height of a building shall be the vertical distance between the finished grades of the site and the hypothetical surface which is parallel to the finished grades of the site. It shall be assumed that the finished grades within the outer walls of the building are formed by straight lines joining contours on the finished grades at the outer wall of the building.

- b. Front Yard: A front yard of not less than 20 feet.
- c. Side Yard: Side yards shall be provided on each side of the building such that the outer walls of building be contained within 135° horizontal angles subtended from all points along the side property lines, provided, however, in no case shall the side yard be less than seven feet (7').
  - a. In the case of a corner site where the side yard adjoins a flanking street, the above containing angle is not applicable, but the side yard shall be 20 percent of the width of the site, provided, however, this amount shall be increased by one foot, or fraction thereof, for every five feet (5') by which the highest height of the building exceeds 40 feet (measured as in (E.1.a) above), but in no case shall it be less than ten feet nor need it be more than 20 feet.
- d. Rear Yard: A rear yard minimum depth of 35 feet; this amount may be reduced to 25 feet in the following:
  - (1) When the building abutting the rear yard is not more than 30-feet wide or less than 25 feet from any adjoining site.
  - (2) When the average distance from the rear line of the site to the rear of the building taken over the full width of the site is not less than 35 feet and provided further; that no portion of such building abutting such rear yard so reduced shall have a width of more than 50 feet nor less than 25 feet from any adjoining site.
- e. Daylight Access:
  - (1) From the outside of the mid-point of the exterior wall (walls) of every habitable room, there shall be an unobstructed view for a distance of not less

than 80 feet measured horizontally three feet (3') above the floor of the habitable room. Such view shall extend through either a continuous horizontal arc of not less than 50° or through two or more horizontal arcs which in the aggregate contain not less than 70°. For the purpose of this subsection the following shall be considered to be obstructions.

(a) The theoretical equivalent building located on any adjoining site of the zone areas in the corresponding position by rotating the plot plan of the proposed building 180° about the horizontal axis located on the property line of the proposed site.

(b) Part of the same building including permitted projections.

(c) Accessory buildings located on the same site as the principal building.

(2) For the purpose of this subsection, a kitchen shall not be counted as a habitable room unless its area is greater than ten percent of the total floor area of the dwelling unit in which it is situated, or 70 square feet, whichever is greater.

f. Vertical Angle of Light: In the case of buildings over 35 feet in height (measured from the finished grade at all points around and adjacent to the building) no part thereof shall project above lines extending over the site at right angles from:

(1) All points along the ultimate centerline of the street (or streets) in front of the site inclined at an average angle of 25° to the horizontal.

(2) All points along the rear boundary line of the site and inclined at the average angle of 25° to the horizontal.

(3) All points along the interior side boundary (or boundaries) of the site at ground level and inclined at an average angle of 30° to the horizontal.

(4) In the case of corner sites, all points along the ultimate centerline of the flanking street and inclined at an average angle of 25° to the horizontal.

(5) For the purpose of this section only, the principal building shall be considered as an obstruction.

g. Floor Area Ratio: The maximum floor area ratio shall be 1.00 provided, however, this amount may be increased as follows:

(1) Where the site coverage is 50 percent or less, an amount equal to 0.012 may

be added for each one percent or fraction thereof by which such coverage is reduced below 50 percent.

- (2) Where the area of a site exceeds 9,000 square feet and the frontage of such site is 75 feet, or more, an amount may be added equal to 0.002 multiplied by each 100 square feet of site area in excess of 9,000 square feet but in no case shall this amount exceed 0.25.
- (3) Where parking spaces are provided within the outermost walls of a building or underground (but in no case with the floor of the parking area above the highest point of the finished grade around the building) an amount may be added equal to 0.20 multiplied by the ratio of parking spaces provided which are completely under cover, to the total required parking spaces.

Floor Area Ratio is a computation of density that indicates the permissible amount of floor area that may be developed on a specific amount of land area. Figure obtained when the area of all the floors of the buildings on the site is divided by the area of the site.

Floor Area is the sum of the gross horizontal area of the floor or floors of all the buildings on a building site, measured from the exterior faces of the exterior walls, including elevator shafts and stairwells on each floor and all horizontal areas having a ceiling height of seven feet (7') or more, but excluding all parking and loading spaces, cellars, unroofed areas, roofed areas open on two (2) or more sides, areas having a ceiling height of less than seven feet (7'), and basements used exclusively for storage or housing of mechanical or central heating equipment.

For the purpose of this section, site coverage shall be based on the projected area of the outside of the outermost walls of all buildings.

If any of the buildings are on a sloping site where a structure is located in or beneath a yard, such structure may be excluded from the site coverage calculation, provided that the top of such structure (excluding required earth cover) is located beneath the average elevation of the portions of the streets, or adjacent sites, located adjacent to such structure, provided in no case shall the top of any portion of such structure, extend more than three feet above the adjoining streets or adjacent sites.

h. Accessory Buildings: A building or use customary to high-rise apartments, provided that:

- (1) All accessory buildings shall not be located closer to the flanking street than the width of the side yard required for the principal building.
- (2) The total accessory buildings located in any yard shall not occupy an



area greater than 25 percent of the minimum yard prescribed for high-rise apartments or 460 square feet, whichever is greater;

- (3) No accessory building shall exceed 15 feet in height.
- (4) No more than two-thirds of the width of front or rear yard of any lot shall be occupied by accessory buildings;
- (5) No accessory building shall be closer than 12 feet to any dwelling on the property;
- (6) No accessory building shall obstruct the daylight access as required by this high-rise apartment section.

i. Special Provisions:

- (1) Animals - No more than three (3) of any species of common four-legged household pets, four (4) months of age or older, shall be allowed per dwelling unit. Fowl such as chickens, ducks and geese are prohibited. This does not apply to song birds and the like. All other animals are prohibited.
- (2) Trailer house and mobile homes - no more than one (1) trailer house may be stored on the premises unless is determined by the Hearing Examiner that such storage will not be detrimental to surrounding property or to the neighborhood. Trailer houses shall not be used as living quarters at any time. Mobile homes may be used as living quarters only when located in Mobile Home Parks.
- (3) Pleasure Boats - Privately owned pleasure boats with an eight- (8) foot beam or less may be stored on the premises. Larger boats may be stored on the premises if it is determined by the Hearing Examiner that such storage will not be detrimental to the surrounding property or to the neighborhood. A boat in storage shall not be used as living quarters at any time.
- (4) Outside Storage - Inoperable motor vehicles may be stored on the premises no longer than thirty (30) days unless parked within an enclosed structure. A reasonable quantity of material normally accessory to the principal use may be openly stored in the buildable area. There shall be no open storage of other materials.

F. Use and Development Standards - Garden Court Apartments

1. In the event that any portion of Lot 1 shall be developed for the permitted use set forth in subsection C.2 above (Garden Court Apartments) the standards set forth in Article III,

Section IV hereof, shall be applicable.

G. Use and Development Standards - Townhouses, Duplexes, Single-Family Residences.

1. In the event that any portion of Lot 1 shall be developed for the permitted use set forth in subsection C.3 above (Townhouses, Duplexes, Single-Family Residences) the standards set forth in Article III, Section V hereof shall be applicable.

**SECTION II. COMMERCIAL RETAIL ZONE:** (Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 13A, 14, 15A, and 51 through 66, Tracts F and G, and Lot 3 of Short Plat SS-5099.) (Also see Ordinance 5215 with regard to Lot 3 of SS-5099 and Ordinance 4192 with regard to lots 65 and 66.)

A. Permitted Uses: Uses permitted as a matter of right:

1. Retail stores and shops. This includes all types of retail stores except the following:
  - a. Automobile and truck sales and rentals.
  - b. Heavy farm and construction equipment.
  - c. Feed, grain and farm supply stores.
  - d. House trailers, mobile home sales & rental and truck and trailer rentals.
2. Banks and other financial institutions.
3. Offices.
4. Personal and business services.
5. Household and clothing services such as a tailor, janitor, self-service laundry, and dry cleaning. Laundry plants prohibited.
6. Repair shops for small equipment and items.
7. Eating and drinking establishments.
8. Commercial recreation.
9. Public buildings and facilities.
10. Parking facilities.
11. Service Stations.

12. Minor Auto Repair Accessory to Service Stations only.
13. Hotels and motels.
14. Auto rentals accessory to motel, hotel and service stations.
15. Churches.
16. Multi-Family Housing

17. Other uses similar to the above which are consistent with the intent.

B. Use Provisions: The following provisions shall apply to all of the above uses within this zone:

1. All businesses shall be retail or service establishments dealing directly with the consumer. Products produced on the premises shall be sold at retail on the premises where produced or delivered directly to the consumer. Slaughtering prohibited.
2. All businesses, excepting garden supply stores, restaurants', and parking facilities, shall be conducted wholly within an enclosed building.
3. Goods offered for sale shall consist principally of new merchandise, except in the case of antiques.

C. Development Standards: The following Development Standards shall be applicable to former Lot 2 and the other lots covered by this Article III, Section II. except any new multifamily housing (Apartments) shall follow the Development Standards found under Section III Apartment Zone. Any change of use to an existing building into apartments or other multifamily housing is permitted, regardless of the development standards being met as found under that section. Vehicle and bicycle parking requirements shall be required per OMC 18.38

1. Front Yard: No front yard shall be required.
2. Side Yard: No side yards shall be required except where the commercial area abuts the residential area; then the side yard shall be ten feet. For the next three stories above a height of three stories or 40 feet, whichever is lesser, no part of the building shall be nearer than five feet to the side lines of the site and this distance shall be increased by one foot for every additional story, providing, however, this requirement need not apply on a flanking street of a corner site.
3. Rear Yard: A rear yard shall be not less than ten feet except where the parcel abuts the residential area in which case the yard shall be 20 feet.

4. Height: The height of a building shall not exceed 60 feet nor three stories. Office, hotel buildings shall not exceed 80 feet.
5. Vertical Angle of Light: In the case of a building of more than three stories or 40 feet in height, no part of such building above the third story, or above 40 feet, shall project above lines extending toward the building at right angles from:
  - a. All points along the ultimate centerline of the street in front of the site and inclined at an angle of  $60^\circ$  to the horizontal;
  - b. All points along the rear boundary line of the site or the ultimate centerline of the lane where one has been dedicated and inclined at an angle of  $60^\circ$  to the horizontal;
  - c. All points along the interior side boundary (or boundaries) of the site at ground level and inclined at an angle of  $70^\circ$  to the horizontal;
  - d. In the case of a corner site all points along the ultimate centerline of a flanking street or lane and inclined at an angle of  $60^\circ$  to the horizontal.
  - e. Any part of a building shall be exempt from the appropriate vertical angle control above, if the exempt part of the building:
    - (1) Has a horizontal dimension of 60 feet or less, measured parallel to the street, lane or boundary of the site, as the case may be, from which the said vertical angle is measured; and
    - (2) Is not less than 80 feet from any part of the same building similarly exempt, measured in the same direction as the 60 feet specified in clause (a) above.
6. Horizontal Light Angle (Hotels, Motels, Multi-Family Housing):
  - a. The window of every habitable room shall be not less than ten feet from the interior side boundary of the site onto which it faces.
  - b. Every such window shall permit an unobstructed view for a distance of not less than 80 feet measured horizontally from its center at sill level. Such view shall extend through either a continuous horizontal arc of not less than  $50^\circ$ , or through two or more horizontal arcs which in aggregate contain not less than  $70^\circ$ . For the purpose of this subsection the following shall be considered as obstructions:
    - (1) The theoretical equivalent building located on any adjoining site of the zone area in a corresponding position by rotating the plot plan of the

proposed building 180° above the horizontal axis located on the property line of the proposed site.

- (2) Part of the same building including permitted projections.

Accessory buildings located on the same site as the principal building.

7. Floor Area Ratio: The floor area ratio shall not exceed 2.50. Floor area ratio is a computation of density that indicates the permissible amount of floor area that may be developed on a specific amount of land area. Figure obtained when the area of all the floors of the buildings on the site is divided by the area of the site.

Floor area is the sum of the gross horizontal area of the floor or floors of all the buildings on a building site, measured from the exterior faces of the exterior walls, including elevator shafts and stairwells on each floor and all horizontal areas having a ceiling height of seven feet or more; but excluding all parking and loading spaces, cellars, unroofed areas, roofed areas open on two or more sides, areas having a ceiling height of less than seven feet, and basements used exclusively for storage or housing of mechanical or central heating equipment.

8. Accessory Buildings: Any use or structure customarily accessory to the principal uses shall be permitted, provided it shall not exceed a height of 15 feet,

### **SECTION III. APARTMENT ZONE (Lots 23, 24, 25 and 26)**

- A. Intent. To provide for apartment development at a density standard that will attain a maximum density of 25 dwelling units per acre.
- B. Permitted Uses. Uses permitted as a matter of right.
1. Apartment houses.
  2. Fraternity or sorority houses.
  3. Public or commercial swimming pool.
- C. Height. The height of a building shall not exceed five stories or 50 feet.
- D. Front yard. The front yard shall have a minimum depth of 20 feet.
- E. Side Yards. A side yard of not less than ten feet shall be provided on each side of the building, provided, of on a corner site where a side yard adjoins a flanking street, the side yard shall be not less than 15 feet.

- F. Rear Yards. A rear yard shall be provided of not less than 25 feet.
- G. Vertical Angle of Light. In the case, of buildings over 35 feet in height (measured from the finished grade at all points around and adjacent to the building) no part thereof shall project above lines extending over the site at right angles from:
1. All points along the ultimate center line of the site and inclined at the average angle of 25° to the horizontal.
  2. All points along the rear boundary line of the site and Inclined at the average angle of 25° to the horizontal.
  3. All points along the interior side boundary (or boundaries) of the site at ground level and inclined at an average angle of 30° to the horizontal.
  4. In the case of corner sites, all points along the ultimate center line of the flanking street and inclined at an average angle of 25° to the horizontal.
- H. Daylight Access.
1. The window of every habitable room shall be not less than ten feet from the interior side boundary of the site onto which it faces.
  2. Every such window shall permit an unobstructed view for a distance of not less than 80 feet measured horizontally from its center at sill level. Such view shall extend through either a continuous horizontal arc of not less than 50°, or through two or more horizontal arcs which In aggregate contain not less than 70°. For the purpose of this subsection the following shall be considered as obstructions:
    - a. The theoretical equivalent building located on any adjoining site of the zone areas in a corresponding position by rotating the plot plan on the proposed building 180° about the horizontal axis located on the property line of the proposed site.
    - b. Part of the same building including permitted projections.
    - c. Accessory buildings located on the same site as the principal building.
  3. For the purpose of this subsection, a kitchen shall not be counted as a habitable room unless its area is greater than ten percent of the total floor area of the dwelling unit in which it is situated, or 70 square feet whichever is greater.
- I. Floor Area Ratio. The maximum floor area ratio shall be 0.60, provided, however, this amount may be increased as follows:
1. Where the site coverage is 50 percent or less, an amount equal to 0.012 may be added for each one percent or fraction thereof by which such coverage is reduced below 50

percent.

2. Where the area of a site exceeds 9,000 square feet and the frontage of such site is 75 feet or more, an amount may be added equal to 0.002 multiplied by each 100 square feet of site area in excess of 9, 000 square feet but in no case shall this amount exceed 0.25.
3. Where parking spaces are provided within the outermost walls of a building or underground (but in no case with the floor of the parking area above the highest point of the finished grade around the building) an amount may be added equal to 0.20 multiplied by the ratio of parking spaces provided which are completely under cover, to the total required parking spaces.

Floor Area Ratio is a computation of density that indicates the permissible amount of floor area that may be developed on a specific amount of land area. Figure obtained when the area of all the floors of the buildings on the site is divided by the area of the site.

Floor Area is the sum of the gross horizontal area of the floor or floors of all the buildings on a building site, measured from the exterior faces of the exterior walls, including elevator shafts and stairwells on each floor and all horizontal areas having a ceiling height of seven (7) feet or more; but excluding all parking and loading spaces, cellars, unroofed areas, roofed areas, roofed areas open on two (2) or more sides, areas having a ceiling height of less than seven (7) feet, and basements used exclusively for storage or housing of mechanical or central heating equipment.

For the purpose of this section, site coverage shall be based on the projected area of the outside of the outermost walls of all buildings.

If any of the buildings are on a sloping site where a structure is located in or beneath a yard, such structure may be excluded from the site coverage calculation provided that the top of such structure (excluding required earth cover) is located beneath the average elevation of the portions of the streets, or adjacent sites, located adjacent to such structure, provided in no case shall the top of any portion of such structure extend more than three feet above the adjoining streets or adjacent sites.

- J. Accessory Buildings. A building or use customarily accessory to the above uses (except for another dwelling unit), provided that:
1. All necessary buildings shall be located not less than 15 feet from a flanking street.
  2. The total accessory buildings do not occupy an area greater than 25 percent of the minimum yard, or 460 square feet, whichever is greater.
  3. No accessory building shall exceed 15 feet in height.

4. Not more than two-thirds of the width of the front or rear yard of any lot shall be occupied by accessory buildings.
5. No accessory building shall be closer than 12 feet to any dwelling on the property.
6. No accessory building shall obstruct the daylight access as required in this section.

K. Special Provisions.

1. Animals. No more than three (3) of any species of common four-legged household pets, four (4) months of age or older, shall be allowed per dwelling unit. Fowl, such as chickens, ducks and geese are prohibited. This does not apply to song birds and the like. All other animals are prohibited.
2. Trailer House and Mobile Homes - No more than one (1) trailer house may be stored on the premises. One (1) mobile home may be stored on the premises if it is determined by the Hearing Examiner that such storage will not be detrimental to surrounding property or to the neighborhood. Trailer houses shall not be used as living quarters at any time. Mobile homes may be used as living quarter only when located in Mobile Home Parks.
3. Pleasure Boats - Privately owned pleasure boats with an eight- (8) foot beam or less may be stored on the premises. Larger boats may be stored on the premises if it is determined by the Hearing Examiner that such storage will not be detrimental to the surrounding property or to the neighborhood. A boat in storage shall not be used as living quarters at any time.
4. Outside Storage - Inoperable motor vehicles may be stored on the premises no longer than 30 days unless parked within an enclosed structure. A reasonable quantity of material normally accessory to the principal use may be openly stored in the buildable area. There shall be no open storage of other materials.

**SECTION IV. GARDEN COURT ZONE (Lots 33 and 41)**

- A. Intent. To provide for Garden Court development at a density standard that will attain a maximum density of 15 dwelling units per acre but as to said lot 33, not to exceed a total of 150 dwelling units.
- B. Permitted Uses. Uses permitted as a matter of right:
  1. Single Family
  2. Townhouses
  3. Duplexes



4. Garden Court Apartments

- C. Height. The height of a building shall not exceed two stories or 35 feet.
- D. Front Yard. The front yard shall have a minimum depth of 20 feet.
- E. Side Yards. A side yard of not less than ten feet shall be provided on each side of the building, provided if on a corner site where a side yard adjoins a flanking street, the side yard shall be not less than 15 feet.
- F. Rear Yard. A rear yard shall have a minimum depth of 25 feet.
- G. Daylight Access. The daylight access provisions set forth in Article III, Section III, subsection "H" - Apartment Zone, shall apply hereto.
- H. Floor Ratio. The maximum floor area ratio shall be 0.50 computed as provided in and subject to modification as provided in Article III, Section III, subsection "I" - Apartment Zone, the provisions of which shall be applicable hereto.
- I. Accessory Buildings. A building or use customarily accessory to the Garden Court use, provided that:
  - 1. All accessory buildings shall be located a minimum of 15 feet from a flanking street.
  - 2. The total accessory buildings do not occupy an area greater than 25 percent of the minimum yard, or 460 square feet, whichever is greater.
  - 3. No accessory building shall exceed 15 feet in height.
  - 4. Not more than two-thirds of the width of the front or rear yard of any lot shall be occupied by accessory buildings.
  - 5. No accessory building shall be closer than 12 feet to any dwelling on the property.
  - 6. No accessory building shall obstruct the daylight access as required in this section.
- J. Special Provisions. The provisions of Article III, Section III, subsection "K" - (Apartment Zone) shall apply.

**SECTION V. TOWNHOUSE, DUPLEX. SINGLE-FAMILY ZONE** (Lots 20, 27 - 32, 34 - 40, 42)

- A. Intent. To provide for townhouse and duplex development at a density standard that

will attain a density of a maximum of six dwelling units per acre for Lots 20, and a maximum density of eight dwellings per acre for Lot 27 to 32, 34 to 40 and 42.

B. Permitted Uses. Uses permitted as a matter of right:

1. Single-family.
2. Duplexes.
3. Townhouses.

C. Floor Area Ratio. The maximum floor area ratio shall be 0.45 computed as provided in and subject to modification as provided in Article III, Section III, subsection "I" - Apartment Zone, the provisions of which shall be applicable hereto.

D. Height. The maximum height of a building shall not exceed 35 feet or two stories.

E. Yards.

1. The front yard shall have a minimum depth of ten feet.
2. The rear yards shall have a minimum depth of ten feet.
3. The side yards shall have a minimum depth of five feet.

F. Accessory Buildings.

1. All accessory buildings shall be located a minimum of five feet from a flanking street.
2. No accessory building shall exceed 15 feet in height.
3. No more than two-thirds of the width of the front or rear yard of any lot shall be occupied by accessory buildings.

G. Special Provisions. The provisions of Article III, Section III, subsection "K" subsection - Apartment Zone, shall apply.

**SECTION VI. HIGH RISE ZONE (Lot 22 and Lots 1 and 2 of Short Subdivision SS-5099)**

A. Intent. To provide reasonable site standards that can be applied when each site is created and working viable plans are presented. In this way there will be no chance of a monotonous row of towers being created.

Maximum allowable density will be 30 dwelling unit 's/acre on Lots 1 and 2 of SS-5099 and 25 dwelling unit's/acre on Lot 22.

B. Permitted Uses. Uses permitted as a matter of right:

1. High-rise Apartments (subject to standards in this Article III, Section IV, subsection "C through E.")
2. Garden Court Apartments (subject to standards of Article III, Section IV)
3. Townhouses, Duplexes, Single- Family Residential (subject to standards of Article III, Section V.)

C. Height and Length. On any site the height of a building shall not exceed 100 feet, provided, however, that where any portion or portions of a building extend above a height of 35 feet, the maximum length of any such portion or portions combined shall in no case exceed an amount equal to 25 percent of the sum of the average depth of the site and the average width of the site. Where it is proposed to erect a building in two or more parts (towers), a site may be interpreted as two or more sites as the case may be, provided that, the area of each site so created is 25,000 square feet, or more, and the parts of the building (towers) are not less than 80 feet apart. The height of a building shall be the vertical distance between the finished grades of the site and the hypothetical surface which is parallel to the finished grades of the site. It shall be assumed that the finished grades within the outer walls of the building are formed by straight lines joining contours on the finished grades at the outer wall of the building.

D. Floor Area Ratio. The maximum floor area ratio shall be .75, provided, however, this amount may be increased as follows:

1. Where the site coverage is 50 percent or less, an amount equal to 0.09 may be added for each one percent or fraction thereof by which such coverage is reduced below 50 percent.
2. Where the area of a site exceeds 9,000 square feet and the frontage of such site is 75 feet or more, an amount may be added equal to .0015 multiplied by each 100 square feet of site area in excess of 9,000 square feet but in no case shall this amount exceed 0.20.
3. Where parking spaces are provided within the outermost walls of a building or underground (but in no case with the floor of the parking area above the highest point of the finished grade around the building) an amount may be added equal to 0.15 multiplied by the ratio of parking spaces provided which are completely under cover, to the total required parking spaces.

Floor Area Ratio is a computation of density that indicates the permissible amount of floor area that may be developed on a specific amount of land area. Figure obtained when the area of all the floors of the buildings on the site is divided by the area of the site.

Floor Area is the sum of the gross horizontal area of the floor or floors of all the buildings on a building site, measured from the exterior faces of the exterior walls. Including elevator shafts and stairwells on each floor and all horizontal areas having a ceiling height of seven (7) feet or more; but excluding all parking and loading spaces, cellars, unroofed areas, roofed areas open on two (2) or more sides, areas having a ceiling height of less than seven (7) feet, and basements used exclusively for storage or housing of mechanical or central heating equipment.

For the purpose of this section, site coverage shall be based on the projected area of the outside of the outermost walls of all buildings.

If any of the buildings are on a sloping site where a structure is located in or beneath a yard, such structure may be excluded from the site coverage calculation provided that the top of such structure (excluding required earth cover) is located beneath the average elevation of the portions of the streets, or adjacent sites, located adjacent to such structure, provided In no case shall the top of any portion of such structure extend more than three feet above the adjoining streets or adjacent sites.

## **SECTION VII. PUBLIC USE ZONE (Lots 15B, 16, 17, 18, and 19)**

- A. Intent. To provide for development of a Thurston County Courthouse site.
- B. Permitted Uses. Use permitted as a matter of right.
  - 1. Public Use – Thurston County Courthouse.
- C. Development Standards. The development standards applicable to this use zone shall be those standards approved by the City Commission of the City of Olympia after recommendations by the Olympia Planning Commission when a detailed site plan for development was submitted thereto.

## **ARTICLE IV**

### **LOT REFERENCES**

All lots and tracts referenced herein are the lots and bearing the corresponding number or letter in the Plat of Evergreen Park according to the plat thereof recorded in Volume 16 of Plats, page 61, records of Thurston County, Washington, with the exception of Lots 15A and 15B.

Where used herein the terms Lot 15A and Lot 15B, shall respectively mean the real property described following each such designation below:

- Lot 15A: That part of Lot 15 of Evergreen Park according to the plat thereof recorded in Volume 16 of Plats, page 61, records of Thurston County, Washington, lying easterly of a line described as beginning at a point on the South line of said Lot 15, a distance of 363.18 feet S 89° 55' 51" E of the Southwest corner thereof;

thence N 13° 37' 53" E to the Northerly line thereof.

Lot 15B:

That part of Lot 15 of Evergreen Park according to the plat thereof recorded in Volume 16 of Plats, page 61, records of Thurston County, Washington, lying westerly of a line described as beginning at a point on the South line of said Lot 15 a distance of 363.18 feet S 89° 55' 51" E of the Southwest corner thereof, thence N 13° 37' 53" E to the Northerly line thereof.



January 11, 2024

*Sent via email*

**Subject: Evergreen Park PUD Amendment  
File Number 23-2792**

Greetings:

The recommendation of the Olympia hearing examiner hereby issued on the above date may be of interest to you. This recommendation will be submitted to the City Council for a final decision.

Final adoption of this amendment will be subject to a City Council decision, only after the appeal period for the Hearing Examiner decision expires, or appeals are heard.

In general, any appeal of a Hearing Examiner decision must be filed in court within twenty-one (21) days. See Revised Code of Washington, Chapter 36.70C.040, for more information relating to the timeliness of any appeal and filing, service and other legal requirements applicable to such appeal.

Contact Jackson Ewing, Associate Planner, Community Planning and Development, at 360.753.8314, or by email to [jewing@ci.olympia.wa.us](mailto:jewing@ci.olympia.wa.us) if you have questions.

Sincerely,

*Debbie*

DEBBIE ANDERSON  
Program Specialist  
Office of Community Vitality

Attachment

1 BEFORE THE CITY OF OLYMPIA HEARINGS EXAMINER

2 IN RE: ) HEARING NO. 23-2792  
3 EVERGREEN PARK PUD )  
AMENDMENT, ) FINDINGS OF FACT,  
4 ) CONCLUSIONS OF LAW  
5 ) AND RECOMMENDATION TO CITY  
COUNCIL )

6 **APPLICANT:** Philip Stewart

7 **SUMMARY OF REQUEST:** The Applicant seeks the City Council's approval to modify the  
8 Evergreen Park PUD to permit residential/multifamily uses within the portion of the PUD  
currently restricted to retail/commercial.

9 **PROJECT LOCATION:**

10 Evergreen Park PUD.

11 **SUMMARY OF DECISION:**

12 The Hearing Examiner recommends that the City Council **approve** the proposed amendment to  
13 the PUD as suggested by City Staff.

14 **BACKGROUND**

15 The Evergreen Park Planned Unit Development (PUD) was established in 1973. Its most  
16 recognizable development is arguably the Thurston County Courthouse Complex but it also  
17 includes a large number of legal and medical offices, government agencies and the Olympia  
Hotel. These various public and commercial uses adjoin other areas of the PUD restricted solely  
18 to residential use, mostly multifamily. The net result is that the PUD provides for a broad array  
of public, commercial and residential uses but does not allow a mixing of these uses within the  
19 same areas of the PUD, and there is no portion of the PUD where both commercial and  
residential uses are jointly allowed.

20 The use of the PUD model for property development has become disfavored by the City  
and the Evergreen Park PUD is the only remaining PUD within City limits. It predates the City's  
21 comprehensive planning under the Growth Management Act, and many of its concepts are  
22 inconsistent with current planning. Nonetheless, it can be argued that its planning concepts have  
worked well as it remains a neat and attractive area with low vacancy rates among its  
23 commercial properties.

24 Since the Evergreen Park PUD was established fifty years ago, the City has steadily  
25 moved away from the PUD's underlying notion that commercial and residential uses should not

1 be mixed. The City's current Comprehensive Plan, as well as its current zoning, encourage the  
2 mixing of these uses, not their separation. The pending application forces the City Council to  
3 decide whether the ideas expressed in its current comprehensive planning should be extended to  
4 this historic PUD or, instead, whether it is better to leave things as they are.

4 The issue before the City Council is made more dramatic by the announcement by  
5 ownership of the Olympia Hotel that it seeks this amendment in order that it may apply to have  
6 the hotel converted to apartments. Thus, while the proposed amendment would have application  
7 to all areas of the PUD currently limited to commercial use, its most obvious and immediate  
8 impact would be on the future use of the hotel.

7 As explained more fully below, City Staff finds that the requested amendment is  
8 consistent with the City's Comprehensive Plan and recommends that it be approved. There has  
9 been some opposition by commercial property owners/tenants who would prefer that their  
10 commercial uses continue to be insulated from residential uses (especially lower income  
11 housing). The amendment is also strongly opposed by employees of the hotel as it may cause the  
12 loss of all hotel jobs (this may have already occurred).

### 11 PUBLIC HEARING

12 The matter came before the Hearing Examiner for a public hearing on December 11,  
13 2023, at 5:30 p.m. The hearing was a "hybrid" hearing consisting of both a remote hearing  
14 utilizing the Zoom platform along with the opportunity to appear in person in the Council  
15 Chambers in the City Hall. The City appeared through Jackson Ewing, Associate Planner, as  
16 well as through Nicole Floyd, Senior Planner. The Applicant, Philip Stewart, was present and  
17 provided brief testimony. Several members of the public were present and five asked to testify.  
18 A verbatim recording was made of the public hearing and all testimony was taken under oath.  
19 Documents considered at the time of the hearing were the following:

- 17 Exhibit 1. Staff Report including public comments and other attachments.
- 18 Exhibit 2. City's PowerPoint presentation.
- 19 Exhibit 3. Additional public comments received just prior to the hearing.

19 1. **City Staff Presentation.** The City's presentation was made by Jackson Ewing,  
20 Associate Planner and author of the City's Staff Report, with some additional comments made by  
21 Nicole Floyd, Senior Planner. Mr. Ewing's presentation was concise and relied heavily upon his  
22 Staff Report as well as his PowerPoint presentation (Exhibit 2). Mr. Ewing began by noting that  
23 the application had undergone SEPA review resulting in a Determination of Non-Significance  
(DNS) issued November 17, 2023. There was no challenge to the SEPA Determination and it  
24 became final on December 8, 2023. Mr. Ewing then explained that notice of the public hearing  
25 had been properly issued to all nearby and interested parties and published in The Olympian.

24 Mr. Ewing then offered a fuller description of the application. The Applicant, Mr.  
25 Stewart, asks to amend the Evergreen Park PUD by adding multifamily housing as a permitted



1 use within the portion of the PUD currently restricted to retail/commercial activity. The  
2 Evergreen Park PUD is divided into a number of districts, or zones, with each district having a  
3 specific use. For example, there is the "Public Use" district containing the Thurston County  
4 Courthouse. Other districts within the PUD include an Apartment District, Garden Court  
5 District, Townhouse District and "Composite" District. All of these provide some form of  
6 residential use, primarily multifamily use. Lying south of all of these other districts, and north of  
7 Evergreen Parkway, is the "Retail/Commercial" District<sup>1</sup>. This area is largely developed and  
8 contains a variety of medical and legal offices, government administration facilities, and a  
9 scattering of retail activities. The proposed amendment applies only to this Retail/Commercial  
10 District and would allow multifamily residential use along with the existing retail/commercial  
11 activities.

12 Staff notes that the amendment would not restrict any current uses but merely allow  
13 residential use as an additional permitted use. Staff also notes that the proposed amendment does  
14 not restrict any existing use, and that any change in use would require a separate, later  
15 application. For example, if the hotel seeks to change its use to residential, the requested PUD  
16 amendment would merely allow it to apply for a change in use but would not guarantee that the  
17 change would be approved. That question would be decided based upon the City's other land use  
18 regulations.

19 Mr. Ewing then undertook a substantive analysis of the requested amendment to the  
20 PUD. He acknowledged that there is relatively little guidance on how to decide whether the  
21 PUD should be amended as, again, this is the City's only remaining PUD and its governing  
22 regulations provide little guidance on what standards apply when an amendment is sought. The  
23 Evergreen PUD is regulated by Chapter 18.54 of the Olympia Municipal Code (OMC). OMC  
24 18.54.060 requires that any major adjustment to the PUD shall be permitted only through the  
25 procedures found in OMC 18.56.120.B (relating to Planned Residential Developments or PRDs).  
OMC 18.56.120.B.2 requires that any "major" adjustment must first undergo review by the  
Hearing Examiner followed by approval by the City Council. City Staff regards this as a major  
adjustment to the PUD requiring the Hearing Examiner's review and City Council's approval.  
Neither Chapter 18.54, Chapter 18.56 or any other chapter of the OMC provides a clear standard  
for review of a requested amendment such as this. City Staff notes that the only useful guidance  
is found in the Purpose Statement of OMC 18.54.020 which states:

"The Evergreen Park PUD District is intended to permit flexibility in design,  
placement of buildings, and use of open spaces, including modification and  
requirements for lot frontage, building setbacks and design of circulation facilities  
to best use potentials of sites characterized by special features of geography,  
topography, size or shape, and to encourage a more creative approach in the  
development of land that will result in a more efficient aesthetic and desirable  
environment in harmony with that of the surrounding area."

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<sup>1</sup> This district is also referred to as the "Commercial/Retail District" or "Commercial/Retail Zone". For ease of  
reference it will hereafter be referred to as "Retail/Commercial Zone" or "Retail/Commercial District".

1 With this purpose in mind, City Staff finds that the proposed amendment will permit  
2 flexibility and creativity and a more efficient and desirable environment in harmony with both  
3 the surrounding area and the City as a whole. Staff adds that the amendment is consistent with  
4 the goals of the Thurston County Housing Action Plan and also notes that other areas of the City  
5 where commercial activity is allowed also allow residential uses as well. Staff therefore finds  
6 that the proposed amendment is consistent with the Purpose Statement in OMC 18.54.020.

7 Mr. Ewing then undertook an analysis of the proposed amendment with respect to the  
8 goals and polices in the City's current Comprehensive Plan. City Staff finds that the proposed  
9 amendment is consistent with Planned Development Policies in the Comprehensive Plan,  
10 especially GL1 and PL1.6; PL11.1 and PL11.3. Staff notes that the Comprehensive Plan clearly  
11 encourages mixed-use buildings as well as residential uses within commercial districts. Staff  
12 therefore believes that the proposed amendment will bring the PUD into closer conformity with  
13 the Comprehensive Plan by allowing residential uses in the commercial district.

14 Staff also finds that the proposed amendment is consistent with the Housing Chapter of  
15 the Comprehensive Plan including Policies PL16.1, PL16.2, PL16.5, PL16.8 and PL16.13.  
16 These policies clearly support adaptive reuse of existing buildings, especially in areas currently  
17 served by public streets and utilities adequate to provide for housing. Staff concludes that the  
18 amendment is consistent with the Housing Chapter of the Comprehensive Plan as it would  
19 increase housing stock and housing options as called for by the Comprehensive Plan.

20 City Staff acknowledges public concerns and has taken these concerns into consideration.  
21 Having done so, Staff continues to believe that the requested amendment is consistent with the  
22 Comprehensive Plan and allows for greater flexibility in land use in a manner consistent with the  
23 City's current goals and polices.

24 2. **Applicant's Presentation.** The Applicant, Philip Stewart, spoke very briefly in  
25 support of his application. Mr. Stewart is the owner of the hotel property and believes that its  
best future is in its conversion to multifamily housing. He asks that the PUD be amended so  
that its land uses are consistent with allowed uses in other commercially-zoned areas of the City.

3. **Public Comments.** Several public comments were received in advance of the  
public hearing, either in response to the Notice of Hearing or to the SEPA notice:

**Bev Garrick.** Ms. Garrick expresses opposition to the proposed amendment out of  
concern that it would lead to the closure of the hotel and the loss of a strategic convention  
facility. Operation of the hotel has also reduced drug and crime problems in the Evergreen Park  
area as the hotel has been diligent in its efforts to prohibit these activities near its facilities. Ms.  
Garrick fears that the reverse will be true if low income housing is allowed in place of the hotel.

**Jessica Jensen.** Ms. Jensen is an attorney with Cap City Law located in Bristol Court.  
Ms. Jensen, who serves on the Thurston Economic Development Council and is President of the  
West Olympia Business Association, expresses opposition to the proposed amendment due to  
concerns over the loss of one of the only Olympia hotels with full-service conference facilities;

1 that it will expose adjoining environmentally sensitive areas to more intensive use; and will  
2 increase the likelihood that the area will not be as well maintained.

3 Maris Zivarts. Mr. Zivarts is the Research Director or UNITEHERE Local 8, the union  
4 representing the workers as the Olympia Hotel. Speaking as the representative for these  
5 employees, Mr. Zivarts opposes the proposed amendment as it will likely result in the loss of a  
6 number of good jobs and will eliminate one of the few conference centers in the City.

7 Patrick McClelland. Mr. McClelland is President of Bristol Court Condominium  
8 Association and owner of two of the office suites located there. Mr. McClelland opposes the  
9 proposed amendment and believes that it will increase automobile and pedestrian traffic through  
10 the neighborhood while also increasing crime rates. Mr. McClelland notes that his current office  
11 facilities face theft and vandalism problems from adjoining residential neighbors and he fears  
12 that this problem will only increase if the amendment is approved. He asserts that both landlords  
13 and tenants within the commercial portion of Evergreen Park, including Bristol Court, have  
14 made significant financial investments into these properties on the expectation that they would  
15 remain commercial-only. Mr. McClelland argues that the proposed amendment will undermine  
16 this economic expectation and will degrade commercial property values.

17 Camon Talen. Mr. Talen is one of the approximately seventy employees of the Olympia  
18 Hotel, where he has worked for the past thirteen years. In a lengthy written statement, Mr. Talen  
19 asserts that the hotel ownership has engaged in wrongful conduct; has allowed the premises to  
20 fall into disrepair; and that the City has been complicit in the owner's attempts to convert the  
21 hotel to low-income housing.

22 John Drebeck. Mr. Drebeck was involved in the original establishment of the Evergreen  
23 Park PUD in the 1970s. He is opposed to the proposed amendment and believes that it is  
24 inconsistent with the PUD's concept. He asks that the amendment be denied so that the  
25 commercial portion of the Evergreen Park PUD can be incentivized to continue to use and  
maintain all lots within the commercial area so as to maintain its vitality and integrity.

During the public hearing additional public comment was received including additional  
comments from several of those who had provided earlier written comment:

19 Susan Bitow. Ms. Bitow is opposed to the proposed amendment as it would lead to the  
20 loss of an important conference center merely to provide additional housing. She is also  
21 concerned that it will cause added vehicle trips; increase burden on neighborhood parks and  
22 other facilities; invite transient use and generally increase the wear and tear on the surrounding  
23 neighborhood.

24 Camon Talen. Mr. Talen had provided earlier written comments as noted above. He  
25 reiterated many of these comments and wanted to stress the negative impact this was having  
upon the hotel employees.

1           John Drebeck. Mr. Drebeck wished to follow-up on his earlier written comments and  
2           reiterate his opposition. Mr. Drebeck again noted that he has been involved in Evergreen Park  
3           since its inception and has watched its development over the past fifty years. He believes that its  
4           current model is successful and invites investment into the commercial portion, but that  
5           commercial property owners will be discouraged from further investment if multifamily housing  
6           is allowed into this area.

7           Russell Hamilton Mr. Hamilton is one of the Olympia Hotel managers and is opposed to  
8           the proposed amendment as it will cause the loss of a number of well-paying union jobs. He also  
9           concurs with the points made by other speakers.

10          Debbi Boyd. Ms. Boyd has been responsible for chairing events at the hotel and is  
11          concerned about its loss. In particular, she worries that its closure will result in a significant loss  
12          of hospitality tax and wonders how this loss will be reconciled.

13          4.        **City's Supplemental Information**. In light of some of the concerns expressed  
14          by members of the public, the Hearing Examiner asked City Staff whether it had considered  
15          analyzing the proposed PUD amendment in the same way it would analyze a proposed *zoning*  
16          amendment as required by OMC 18.59.050. In other words, if an applicant sought a site-specific  
17          rezone of property from, say, a general commercial zone to a more mixed use zone, the  
18          application would be reviewed under OMC 18.59.050 and its five criteria for rezone approval:

19                A.        The rezone is consistent with either the Comprehensive Plan including the  
20                Plan's Future Land Use Map as described in OMC 18.59.050 or with a concurrently  
21                approved amendment to the Plan.

22                B.        The rezone will maintain the public health, safety or welfare.

23                C.        The rezone is consistent with other development regulations that  
24                implement the Comprehensive Plan.

25                D.        The rezone will result in a district that is compatible with adjoining zoning  
                  district; this may include providing a transition zone between potentially incompatible  
                  designations.

                  E.        Public facilities and services existing and planned for the area are  
                  adequate and likely to be available to serve potential development allowed by the  
                  proposed zone.

                  City Staff agreed with the Hearing Examiner that, although this standard for rezoning did  
                  not expressly apply to an amendment to a PUD, there is enough similarity to justify an analysis  
                  of the requested PUD amendment under OMC 18.59.050. Accordingly, the Hearing Examiner  
                  asked that the City Staff undertake this analysis and provide a Supplemental Staff Report by  
                  December 26, 2023.

1 City Staff complied with the Hearing Examiner's request and provided a Supplemental  
2 Staff Report analyzing the requested amendment's compliance with the standards found in OMC  
18.59.050 for a zoning amendment. The Supplemental Report finds:

3 **A. The rezone is consistent with either the Comprehensive Plan including**  
4 **the Plan's Future Land Use Map as described in OMC 18.59.050 or with a**  
5 **concurrently approved amendment to the Plan.**

6 Staff finds that the proposed PUD amendment satisfies this requirement. Staff  
7 first notes that Planned Developments are intended to provide opportunities for  
8 innovative design in a manner compatible with existing uses. Innovative design may  
9 include a wider variety of housing types and densities or a greater mix of uses. Staff  
10 finds that the proposed amendment will bring the PUD in closer alignment with existing  
11 development standards throughout the rest of the City, noting that all other commercial  
12 zoning districts in the City allow residential use.

13 Staff also reiterates its earlier findings that the proposed amendment is consistent  
14 with the City's Comprehensive Plan including those portions of the Plan devoted to  
15 Planned Development. Staff cites to Goal GL1 and Policy PL1.6; Goal GL11 and Policy  
16 PL11.1 and PL11.3, all of which encourage a compatible mix of housing and commercial  
17 uses in commercial districts. Staff also cites to Policy PL16.1, PL16.2, PL16.5, PL16.8,  
18 and PL16.13 which collectively support adaptive reuse of existing buildings for housing  
19 purposes especially in areas currently served by public streets and utilities adequate to  
20 provide for housing. Staff notes that the Evergreen Park PUD has transit stops within one  
21 quarter mile and that it could readily accommodate residential uses within its commercial  
22 structures. Staff adds that the proposed amendment is consistent with the portions of the  
23 Comprehensive Plan addressing Climate and Equity, noting that the amendment would be  
24 consistent with the Thurston Climate Mitigation Plan and would open more of the City to  
25 residential development, serving the community's goal of increased housing option.

17 **B. The rezone will maintain the public health, safety or welfare.**

18 Staff finds that this requirement is satisfied. The existing Evergreen Park PUD  
19 has a well established street network and utilities, all capable of accommodating  
20 residential uses. Any redevelopment of existing uses would be required to meet current  
21 City standards.

22 Staff is sensitive to the loss of jobs caused by the discontinuance of the Olympia  
23 Hotel but notes that the decision to maintain or discontinue hotel use should be driven by  
24 market forces, not land use regulation. The proposed amendment will not preclude the  
25 hotel from remaining open but simply allow its ownership to consider alternate uses.  
Staff adds that the City has seen at least four new hotels/motels since 2014, several of  
which include public meeting rooms although admittedly none have the same sized  
facilities as the Olympia Hotel.

1           **C.     The rezone is consistent with other development regulations that**  
2 **implement the Comprehensive Plan.**

3           Staff finds that this requirement is satisfied. As has been previously noted, the  
4 City's current zoning includes various commercial zoning districts, all of which allow  
5 residential use. The City's Development Regulations are designed to accommodate this  
6 mix of uses.

7           **D.     The rezone will result in a district that is compatible with adjoining**  
8 **zoning district; this may include providing a transition zone between potentially**  
9 **incompatible designations.**

10           Staff finds that this requirement is satisfied. Staff again notes that the City's  
11 current zoning scheme recognizes the opportunity for residential uses within all of its  
12 commercial zones and, indeed, encourages a mix of such uses in more heavily populated  
13 areas of the City and especially along transit corridors and in high density neighborhoods.  
14 The Evergreen Park PUD meets all of these requirements.

15           **E.     Public facilities and services existing and planned for the area are**  
16 **adequate and likely to be available to serve potential development allowed by the**  
17 **proposed zone.**

18           Staff again finds that this requirement is met:

19           There are adequate sewer and water lines throughout the Evergreen Park area to  
20 handle any added capacity caused by residential use.

21           Staff finds that the proposed amendment will **not** have a significant impact on  
22 traffic operations. To the contrary, a conversion of the Olympia Hotel to multifamily  
23 residential use would result in a *decreased* amount of traffic in the area, while the area's  
24 street grid already includes bike lanes and sidewalks and can easily handle the anticipated  
25 capacity. All nearby street intersections operate with a Level of Service (LOS) of B or C  
and the proposed amendment will not adversely affect Level of Service but will instead  
result in fewer net trips.

To summarize all of the above, after having undertaken a more intensive review  
of the application utilizing the guidelines found in OMC 18.59.050 for zoning  
amendments, Staff continues to recommend that the amendment be approved.

**ANALYSIS**

The Evergreen Park PUD has remained mostly unchanged since it was established fifty  
years ago. Although its provisions have been amended from time to time, none of its prior

1 amendments have the same transformative quality as the currently proposed amendment.  
2 Unfortunately, the City's Development Regulations do not provide ample guidance on how such  
3 an amendment should be evaluated. The Hearing Examiner believes that the best guidance is  
4 found in OMC 18.59.050 and its criteria for approving a zoning amendment. While those criteria  
5 are not applicable to an amendment of the Evergreen Park PUD, the proposed amendment is  
6 similar enough to a zoning amendment (indeed, it is almost the same) that the criteria for zoning  
7 amendment approval provide the most useful criteria when determining whether the PUD  
8 amendment should be approved. The City's Planning Staff seems to agree.

9 After reviewing the amendment in according to the criteria found in OMC 18.59.050,  
10 Staff reiterates its support for the PUD amendment. Staff finds that, if these criteria applied, the  
11 proposed amendment would satisfy all criteria. The Hearing Examiner concurs.

12 The proposed amendment can easily be found to be consistent with the City's  
13 Comprehensive Plan. The Plan repeatedly encourages mixed use neighborhoods, and of  
14 residential uses within commercial areas. The Plan also strongly encourages adaptive reuse of  
15 commercial facilities especially in areas of the City where infrastructure can readily adapt to new  
16 uses. Additionally, the Plan recognizes the significant need for additional housing within the  
17 City, especially more affordable housing.

18 Of course, it is one thing for the amendment to be consistent with the City's  
19 Comprehensive Plan, and another thing for it to fit well in the PUD's as-built environment.  
20 Approving the amendment will make possible an application to convert the Olympia Hotel to  
21 multifamily use at the loss of a significant number of jobs. It will also expose longstanding  
22 commercial uses to a more intense integration with residential uses - all in a manner that would  
23 not have been anticipated when those commercial uses were established. It is not surprising,  
24 then, that the application experiences opposition from the hotel's workforce and from some of the  
25 nearby commercial property owners. There is the additional issue as to whether the amendment  
effectively prevents the City from hosting larger conferences, perhaps sending them to other  
nearby communities. These issues are not insubstantial and pose difficult questions for the City  
Council. But having taken these concerns into careful consideration, I concur with City Staff  
that the proposed amendment is consistent with the City's Comprehensive Plan; would establish  
a City-wide uniform policy of allowing residential uses within commercially zoned areas; and  
would allow market forces to decide the highest and best use among the permitted uses. I  
therefore recommend that the amendment be approved by City Council.

### FINDINGS OF FACT

1. Any Findings of Fact contained in the foregoing sections are adopted by the  
Hearing Examiner as Findings of Fact.

2. The Applicant, Philip Stewart, petitions to modify the Evergreen Park PUD in  
order to allow residential/multifamily uses within the Retail/Commercial Zone of the Evergreen  
Park PUD.

1           3.       The requested amendment affects those portions of the PUD currently designated  
2 as the "Retail/Commercial Zone" of the PUD. This includes Lots 3, 4, 5,6, 7, 8, 9, 10, 11, 12, 13,  
13A, 14, 15A, and 51-66, Tracts F and G, and Lot 3 of Short Plat SS-5099.

3           4.       The Evergreen Park PUD was established in 1973. It is the only remaining PUD  
4 in the City of Olympia.

5           5.       At the time it was established, the Evergreen Park PUD established several  
6 "zones" of use, including a Public Zone, a Retail/Commercial Zone and a variety of Residential  
7 Zones to allow different types and densities of residential use. Most notably, however, the  
various zones do not allow for a mix of uses, that is, the Retail/Commercial Zone does not allow  
residential use.

8           6.       As demonstrated on maps of the Evergreen Park PUD, the lower (southerly) half  
9 of the PUD is largely dedicated to retail/commercial use while the upper half is devoted to  
residential and public use (the County Courthouse).

10          7.       The Retail/Commercial Zone of the PUD is largely developed and contains a  
11 large number of buildings currently used as legal and medical offices, government administration  
facilities, a small amount of retail and a hotel at the far easterly end, currently known as the  
12 "Olympia Hotel".

13          8.       During the fifty-year existence of the Evergreen Park PUD there have been a few  
14 amendments to the PUD, most recently in 2006. These prior amendments have generally allowed  
increased flexibility in the use of the PUD but no previously-approved amendment has allowed  
15 the designated zones to be mixed in their allowed uses. Fifty years later, the Retail/Commercial  
Zone of the PUD remains restricted to these uses.

16          9.       As earlier noted, the purpose of the proposed amendment is to allow multifamily  
17 housing as a permitted use in the Retail/Commercial Zone. The requested amendment would not  
eliminate any currently allowed uses within this portion of the PUD but would instead increase  
18 the number of allowed uses to include multifamily housing.

19          10.       The party requesting the PUD amendment is the owner of the Olympia Hotel.  
Ownership of the hotel has made known that, if the amendment is approved, it will seek to have  
20 use of the hotel converted to multifamily housing. The proposed amendment does not guarantee  
that the requested use will be approved, as the application would be subject to all of the City's  
21 other development regulations and would need to be found compliant.

22          11.       The application to amend the PUD was received May 22, 2023. The application  
23 underwent SEPA review and the City, acting as the Lead Agency, issued a SEPA Determination  
of Non-Significance (DNS) on November 17, 2023, with an appeal deadline of December 8,  
24 2023. No appeals of the SEPA Determination were filed and it is now final.



1           12. Notice of the public hearing was published along with the SEPA DNS. Notice  
2 was sent to property owners within 300 feet of the PUD, to recognized neighborhood groups and  
to applicable agencies pursuant to OMC 18.78.020.

3           13. Notice of the hearing generated several public comments as noted earlier in the  
4 public hearing section. Comments were largely in opposition and expressed concerns over  
5 increased crime; lessened security for existing businesses; increased presence of homeless  
6 individuals and concerns that the amendment was generally inconsistent with the original  
7 purpose of the PUD and its separation of uses into zones. In addition, and perhaps more  
8 importantly, public comments focused on the conversion of the Olympia Hotel to multifamily  
use and the resulting loss of a significant number of well paying jobs. Concerns were also  
9 expressed that the loss of the hotel would reduce the City's ability to host conferences and also  
10 reduce the City's hospitality tax revenues.

11           14. Perhaps because the Evergreen Park PUD is the City's only remaining PUD, the  
12 regulatory framework for considering amendments to the PUD is not entirely clear, nor is the  
13 criteria to be considered for amendment approval. City Staff finds that the procedure for  
14 amendment review is governed by OMC 18.54.060 which, in turn, adopts the procedures found  
15 in OMC 18.56.120.B. This ordinance declares that an amendment which substantially changes  
16 the character, basic design, density, open space or other requirements and conditions of the PUD  
17 is a "major adjustment" and may not be approved without prior review by the Hearing Examiner  
18 and final approval by City Council.

19           15. Again, there is little regulatory guidance to assist the Hearing Examiner/City  
20 Council when determining whether the proposed amendment is appropriate. Recognizing this,  
21 City Staff looks to the Purpose Statement of the PUD ordinance (OMC 18.54.020) to provide  
22 some assistance. The Purpose Statement declares:

23           "The Evergreen Park PUD District is intended to permit flexibility in design,  
24 placement of the buildings and use of open spaces, including modification and  
25 requirements for lot frontage, building setbacks, and design of circulation  
facilities to best use potentials of sites characterized by special features of  
geography, topography, size or shape, and to encourage a more creative approach  
in the development of land that will result in a more efficient, aesthetic and  
desirable environment in harmony with that of the surrounding area."

1           16. Previously requested amendments to the Evergreen Park PUD have undergone a  
2 similar review process and have been examined utilizing similar criteria.

3           17. Requested amendments to the Evergreen Park PUD are not subject to the same  
4 review criteria as are imposed on requests for amendments of zoning designations. See OMC  
5 18.59.050.A-E. Nonetheless, the Hearing Examiner finds that these criteria are useful in  
6 determining whether the requested PUD amendment is appropriate, and City Staff concurs.

1           18.     City Staff finds that the amendment is consistent with the Comprehensive Plan.  
2 The Staff Report, at pages 4 and 5, undertakes a detailed analysis of the proposed amendment  
3 with respect to its consistency with the Comprehensive Plan and finds that the amendment is  
4 consistent with the Plan's Development Policies including Goal GL1 and Policy PL1.6, PL11.1  
5 and PL11.3; with its Housing Policies including Policies PL16.1, PL16.2, PL16.5, PL16.8 and  
6 PL16.13, and with the Plan's Goals and Policies relating to Climate and to Equity. The Hearing  
7 Examiner has reviewed these Findings and adopts them as his own.

8           19.     City Staff has also examined the proposed amendment with respect to the criteria  
9 found in OMC 18.59.050.A-E which serve as the criteria for determining whether a required  
10 zoning amendment is appropriate. The Supplemental Staff Report undertakes a detailed  
11 examination of the amendment with respect to each of these criteria and finds that the proposed  
12 amendment satisfies each criteria. A fuller statement of each of the City's Findings is set forth in  
13 the earlier Public Hearing Section. The Hearing Examiner has carefully reviewed the Staff's  
14 Findings and adopts them as his own Findings of Fact.

15           20.     The public hearing elicited additional public concerns regarding the proposed  
16 amendment. These public comments repeat those earlier expressed and include frustration over  
17 the pending loss of the hotel and its jobs; the loss of an important conference facility for the City;  
18 concerns that residential uses are a poor mix with the existing commercial facilities and will  
19 impose inappropriate and unfair burdens on these commercial properties and their tenants; and  
20 the belief that the original concept of the PUD and its intentional separation of commercial uses  
21 from residential ones should be preserved.

22           21.     City Staff has carefully considered the public's concerns and has taken them into  
23 consideration when reaching its recommendation. Despite these public concerns, Staff finds that  
24 the requested amendment is consistent with the City's Comprehensive Plan and its goals for  
25 mixed uses and more housing; that it is consistent with the City's allowance for residential uses  
in the City's commercially-zoned areas; and that it is consistent with the City's desire to  
repurpose properties for residential use where appropriate. The Hearing Examiner concurs.

          22.     City Staff recommends approval of the proposed amendment to the Evergreen  
Park PUD. The Hearing Examiner concurs.

          Having entered the following Findings of Fact, the Hearing Examiner makes the  
following:

### CONCLUSIONS OF LAW

1.       Any Conclusions of Law contained in the previous sections are incorporated  
herein as the Hearing Examiner's Conclusions of Law.

2.       The Hearing Examiner has jurisdiction over the subject matter and the parties.



Please note: this meeting's minutes have not been finalized yet. Actions taken on legislation and their results are not available.

Details

Meeting Name: [Hearing Examiner](#) Agenda status: Final

Meeting date/time: 12/11/2023 5:30 PM Minutes status: Draft

Meeting location: Hybrid Council Chambers & Via Zoom  
 23-2792 Evergreen Park PUD Text Amendment Registration Link: [https://us02web.zoom.us/webinar/register/WN\\_Wzi-h-  
 uiQjSLw7bB3EM2SQ](https://us02web.zoom.us/webinar/register/WN_Wzi-h-<br/>
  uiQjSLw7bB3EM2SQ)

Published agenda: [Agenda](#) Published minutes: [Minutes](#)

Attachments: [Hearing Packet 12112023](#), [Evergreen Park PUD HEX Presentation](#), [Exhibit 3. Public comments prior to hearing..pdf](#), [Exhibit 4. 18.59.050 review for HE.pdf](#)

Meeting Items (1)

1 record	Group	Export	Show: Legislation only							
File #	Ver.	Agenda #	Type	Title	Action	Result	Action Details	Media		
<a href="#">23-1053</a>	1	2.A	decision	PUBLIC HEARING - Case: 23-2792, Evergreen Park PUD amendment			Not available	Not available		



## City Council

# Olympia Fire Department CARES Program Overview

**Agenda Date:** 3/5/2024  
**Agenda Item Number:** 6.C  
**File Number:**24-0200

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

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### Title

Olympia Fire Department CARES Program Overview

### Recommended Action

#### Committee Recommendation:

Not referred to a committee.

#### City Manager Recommendation:

Receive an overview on the Olympia Fire Department CARES Program.

### Report

#### Issue:

Whether to receive an overview of the Olympia Fire Department CARES Program.

#### Staff Contact:

Sarena Bellovich, CARES Manager, 306.709.3716

#### Presenter(s):

Sarena Bellovich, CARES Manager, 306.709.3716

### Background and Analysis:

Legislation was passed in Washington in 2017 initiating the framework for CARES programs across the State. The intention of the programs is to address important community needs through referrals, education and other assistance that might be available to improve quality of life and community outcomes.

In 2019, pilot programs began with emphasis on evidence-based practices and measurable outcomes. While there are several CARES programs in operation, there is little standardization. Each CARES program is unique to the community in which they serve based on the desired outcomes.

Medicaid reimbursement is available when a qualifying referral is made through a treat and refer framework. This framework allows for licensed EMS services to refer to the designated established CARES program for follow up services. The program is designed to reduce hospital readmissions, emphasize injury prevention, reduce overutilization of EMS for non-emergent conditions and connect

patients with appropriate community resources to service their needs.

In Olympia, OFD CARES has begun to create a more robust program as we look at the needs of our community and build a team of specialists to navigate those needs. We aim to make connections with people, letting them know that the City of Olympia Fire Department cares about their health and well-being.

**Climate Analysis:**

As we address social concerns within our city, environmental concerns will likely become a part of our conversations naturally. Keeping our community clean and safe is a large part of risk reduction and improved well-being.

**Equity Analysis:**

Everyone deserves to have access to receive sustainable tools and connection to culturally competent social service and mental health professionals. The Olympia Fire Department and OFD CARES are here to take care of people, whether they live, work, visit or play in Olympia.

CARES services are free and voluntary, without income restrictions or qualifiers. Connections to community resources, health care coordination and referrals to long-term services aim to improve quality of life and conditions, no matter where you live within the city.

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

No specific community concerns are known, however access to medical care is of interest to all community members.

**Financial Impact:**

There are no financial impacts related to the briefing.

**Options:**

1. Receive the overview briefing.
2. Do not receive the overview briefing.
3. Receive the overview briefing another time.

**Attachments:**

Presentation





# Community Assistance Referral and Education Services



# Because we CARE....

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In 2019 the Olympia Fire Department began non-emergent care coordination and referral services.

In 2024, a city approved expansion of services allows for greater implementation of the OFD CARES program through a multidisciplinary team approach.



# The community tells us what they need!

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The City of Olympia is a resilient community full of culture, history and opportunity. We are here to take care of people, whether they are here to work, live, visit or play.

When someone calls 911, we arrive to serve and listen with the goal of providing the right answers.

OFD CARES is a unique program committed to community-centered support services and positive outcomes.





Serving the City of Olympia with services provided by OFD CARES will result in a healthier community.

By offering individually tailored short-term case management and supportive planning, we have an opportunity to mitigate risk factors and increase the overall well-being of people.



Livability: Connection to community resources, health care coordination and referrals to long-term services, improving quality of life overall.

Equity: Everyone deserves to receive sustainable tools and connection to culturally competent social service and mental health professionals.

# CRU and CARES collaboration

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OFD CARES and OPD Crisis Response Unit work alongside each other in a unique way, with two different approaches serving at-risk vulnerable populations.

Co-response efforts of CRU focus on law enforcement diversion and mental health crisis.

CARES focus on medical care and sustainability outcomes, serving as a community resource and services switchboard for those that may not know how or where to access the help they need.

The synergy of the two programs allows for bi-directional referrals as they bridge the gap toward stability, sustainability and social well-being.



# Next Steps

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We are in the process of hiring an OFD CARES Specialist.

We are working with communications on branding and materials, allowing us to further our reach in the city.

We are working with IT and Legal on implementation of secure software focused on confidential efficient client care and revenue collection systems.

We are excited to serve the City of Olympia in a new way!



# DO YOU HAVE ANY QUESTIONS?



[Olympia.gov/services/fire\\_department](http://Olympia.gov/services/fire_department)

