



# Meeting Agenda

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8447

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**Tuesday, March 17, 2015**

**7:00 PM**

**Council Chambers**

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**1. ROLL CALL**

**1.A ANNOUNCEMENTS**

**1.B APPROVAL OF AGENDA**

**2. SPECIAL RECOGNITION**

**2.A** [15-0241](#) Presentation by the American Legion of Officer of the Year

**2.B** [15-0244](#) Arbor Day Proclamation

Attachments: [Proclamation](#)

**3. PUBLIC COMMUNICATION**

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

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

**4. CONSENT CALENDAR**

*(Items of a Routine Nature)*

**4.A** [15-0252](#) Approval of March 3, 2015 City Council Meeting Minutes

Attachments: [Minutes](#)

**4.B** [15-0230](#) Approval of Agreement with Nisqually Tribe to Purchase Conservation Easement for Groundwater Protection

Attachments: [Attachment 1 - Map of DWPA's](#)

[Attachment 2 - Purchase and Sale Agreement executed 01-20-15](#)

[Attachment 3 - Map of Parcels](#)

[Attachment 4 - Addendum updated 3.9.15 - FINAL](#)

[Attachment 5 - Conservation Easement](#)

[Attachment 6 - 2015 NLT-Lench Family Conservation Easement - EXHIBIT FINAL](#)

- 4.C [15-0243](#) Approval of the 2015 Finance Committee Work Plan

**Attachments:** [2015 Finance Committee WorkPlan](#)

- 4.D [15-0260](#) Approval of Community and Economic Revitalization Committee Calendar and Work Plan

**Attachments:** [CRA Work Plan 2015](#)

#### 4. SECOND READINGS - None

#### 4. FIRST READINGS

- 4.E [15-0257](#) Creation of a Trust Fund to Pay LEOFF 1 (Law Enforcement Officers and Fire Fighters) Medical Benefits

**Attachments:** [LEOFF I Trust Ord](#)

#### 5. PUBLIC HEARING - None

#### 6. OTHER BUSINESS

- 6.A [15-0242](#) Briefing on Scope for the Downtown Strategy

**Attachments:** [What is the Downtown Strategy?](#)

[Geographic Area](#)

[Draft Framework & Priority Topics](#)

[SEPA Exemption Options](#)

[Draft Public Participation & Communication Plan](#)

[Relationship to other plans \(general graphic\)](#)

[The Scoping Process](#)

[Review of other cities' downtown 'plans'](#)

[Examples of Illustrations from other cities' 'plans'](#)

[Comp Plan Goals & policies re: downtown](#)

[Old Comp Plan - Downtown excerpts](#)

[Downtown Planning History \(a timeline\)](#)

- 6.B [15-0251](#) Approval of 2014 Year-End Financials and First Reading of Appropriations Ordinance

**Attachments:** [2014 Year End Financial Review](#)

[2015 Budget Approp Ord](#)

[Homes First Letter - Holly Landing](#)

**7. CONTINUED PUBLIC COMMUNICATION**

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

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

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



## City Council

### Presentation by the American Legion of Officer of the Year

**Agenda Date:** 3/17/2015  
**Agenda Item Number:** 2.A  
**File Number:** 15-0241

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**Type:** recognition **Version:** 2 **Status:** Recognition

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**Title**

Presentation by the American Legion of Officer of the Year

**Recommended Action**

NA

**City Manager Recommendation:**

NA

**Report**

**Issue:**

The American Legion, Post #3, will present their "Officer of the Year" award to Officer Jeff Herbig. Presenting the award will be David Gedrose from Post 3, who will present the award and a \$500 donation to the Olympia Police Department

**Presenter(s):**

Deputy Chief Steve Nelson  
360.753.8146

**Background and Analysis:**

NA



## City Council

### Arbor Day Proclamation

**Agenda Date:** 3/17/2015  
**Agenda Item Number:** 2.B  
**File Number:** 15-0244

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

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#### **Title**

Arbor Day Proclamation

#### **Recommended Action**

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

Proclaim March 28, 2015 as Arbor Day in Olympia

#### **Report**

##### **Issue:**

Recognize Arbor Day and the importance of trees in our community.

#### **Staff Contact:**

Jesse Barham, Associate Planner, Public Work Water Resources, 360.753.8164

Michelle Bentley, Associate Planner, Community Planning & Development, 360.753.8301

Sylvana Niehuser, Park Ranger, Parks Arts and Recreation, 360.753.8258

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

Jesse Barham, Michelle Bentley and Sylvana Niehuser will accept the proclamation.

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

On Arbor Day, we honor trees for their contribution to our society. Trees and forests are part of the fabric and identity of our community. In a City the size of Olympia, trees provide ecological services that are worth literally millions of dollars such as:

- Air filtration
- Stormwater retention
- Carbon sequestration
- Erosion control
- Slope stabilization
- Moderation of urban microclimate
- Shading our creeks, shorelines, and wetlands
- Providing wildlife habitat

Trees also provide psychological, social, health and safety benefits that are not easy to quantify.

The City of Olympia is committed to creating a sustainable urban environment through managing and improving this valuable natural resource. Three City departments (Community Planning and Development; Parks, Arts, and Recreation; and Public Works) and other community partners are collaborating on a variety of events to celebrate Arbor Day in 2015 including:

- Two volunteer stewardship events led by Parks and Public Works at Priest Point Park and Grass Lake Refuge. Volunteers will remove invasive species and plant native trees and shrubs.
- Following the two stewardship projects, participants will be invited to attend a celebration at the Artesian Commons in downtown Olympia.
- A new downtown street tree will be planted near the Artesian Commons. Two additional trees will be planted at the Commons, compliments of Puget Sound Energy.
- At the tree planting, a representative from the Department of Natural Resources Urban and Community Forestry Program will present City staff with the 22<sup>nd</sup> consecutive National Arbor Day Foundation *Tree City USA Award* in recognition of the City's commitment to planting and caring for its public trees.
- The City will honor the *2015 Jay Butts Friends of Trees Award* recipient, which is given to a person for outstanding dedication and commitment to the planting, maintenance and preservation of trees in Olympia. The recipient of the award has not been determined.
- Washington State Department of Enterprise Services and Department of Natural Resources will offer a historic tree tour of the Capitol Campus as well as a tree planting.

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

No known conflicting interests

**Options:**

None

**Financial Impact:**

None

**Attachment:**

Arbor Day Proclamation

**PROCLAMATION**

*WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and*

*WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than one million trees in Nebraska; and*

*WHEREAS, Arbor Day is now observed annually in Olympia; and*

*WHEREAS, trees provide a multitude of environmental benefits such as cleaning the air we breathe, reducing soil erosion, cooling the air, shading our streams, and providing wildlife habitat; and*

*WHEREAS, trees are a renewable resource, an identifying characteristic of our Pacific Northwest community; and*

*WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our neighborhoods; and*

*WHEREAS, planting trees is a source of joy and a living legacy; and*

*WHEREAS, Olympia, Washington has been recognized as a Tree City USA by the National Arbor Day Foundation for the 22<sup>nd</sup> year;*

*NOW, THEREFORE, BE IT RESOLVED that the Olympia City Council does hereby proclaim March 28, 2015 as*

**ARBOR DAY**

*and urge all citizens to support efforts to care for our trees and forested areas, and to participate in supporting a healthy community tree canopy.*

**SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 17<sup>th</sup> DAY OF MARCH, 2015.**

**OLYMPIA CITY COUNCIL**

*Stephen H. Buxbaum*  
*Mayor*



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

## City Council

### Approval of March 3, 2015 City Council Meeting Minutes

**Agenda Date:** 3/17/2015  
**Agenda Item Number:** 4.A  
**File Number:** 15-0252

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

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**Title**

Approval of March 3, 2015 City Council Meeting Minutes





# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8447

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**Tuesday, March 3, 2015**

**7:00 PM**

**Council Chambers**

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### 1. ROLL CALL

**Present:** 7 - Mayor Stephen H. Buxbaum, Mayor Pro Tem Nathaniel Jones, Councilmember Jim Cooper, Councilmember Julie Hankins, Councilmember Steve Langer, Councilmember Jeannine Roe and Councilmember Cheryl Selby

### 1.A ANNOUNCEMENTS

Mayor Buxbaum announced the Council met in Study Session earlier this evening to discuss sub-area planning. No decisions were made.

### 1.B APPROVAL OF AGENDA

**The agenda was approved.**

### 2. SPECIAL RECOGNITION

#### 2.A [15-0186](#) Special Recognition - Let's Move Initiative

Parks Associate Director Scott River provided background and U.S. Department of Health and Social Services representative Molly Reece announced City awards in recognition of efforts to help create a healthy community.

**The recognition was received.**

### 3. PUBLIC COMMUNICATION

Blue Peetz, Jon Hernandez, Sarah Winter, Ron Nesbitt, Jim Reeves and Michael Rivas spoke.

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

Councilmember Langer and Mayor Pro Tem Jones asked staff to look into Mr. Rivas' experience with the Police Department.

### 4. CONSENT CALENDAR

#### 4.A [15-0228](#) Approval of February 24, 2015 Special Study Session Meeting Minutes

**The minutes were adopted.**

- 4.B [15-0225](#) Approval of February 24, 2015 Special Council Meeting Minutes

**The minutes were adopted.**

- 4.C [15-0214](#) Approval of Reappointment of David Brine as Capital Area Regional Public Facilities District Olympia Representative

**The decision was adopted.**

- 4.D [15-0213](#) Approval of Informed Consent of the City of Olympia and the Olympia Transportation Benefit District for Joint Legal Representation

**The contract was adopted.**

- 4.F [15-0235](#) Approval of Parks, Arts and Recreation Citizen Survey

Councilmember Selby requested adding Downtown to the options in the question regarding what part of the City survey responders live in. Council agreed.

**The decision was adopted.**

#### **4. SECOND READINGS**

- 4.E [15-0199](#) Approval of Ordinance Amending Olympia Municipal Code (OMC) 9.16.050, Offenses in Public, and Creating a New OMC Section 9.16.055 Pertaining to Drinking in Public

**The ordinance was approved on first and final reading.**

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

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

**Aye:** 7 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins, Councilmember Langer, Councilmember Roe and Councilmember Selby

#### **4. FIRST READINGS - None**

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

#### **6. OTHER BUSINESS**

- 6.A [15-0210](#) Approval of Interlocal Agreement with Olympia School District for Pedestrian Crossing Improvements

Engineering and Planning Supervisor Randy Wesselman provided background and

highlighted improvements made in the Henderson/Carlyon area over the past 10 years. He also reviewed work to be done in partnership with the Olympia School District.

**Councilmember Roe moved, seconded by Councilmember Selby, to approve and authorize the Mayor to sign the interlocal agreement with Olympia School District (OSD) for pedestrian crossing improvements. The motion carried by the following vote:**

**Aye:** 7 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins, Councilmember Langer, Councilmember Roe and Councilmember Selby

**6.B**     [15-0209](#)           Briefing on the Communication Plan for the New Log Cabin Road Reservoir

Water Resources Director Andy Haub and Program Supervisor Meliss Maxfield provided an overview of the Log Cabin Road Reservoir project and communication plans for outreach to neighborhoods.

**The report was received.**

**6.C**     [15-0120](#)           Briefing on Timeline for Major City Planning Projects

Deputy Director of CP&D Leonard Bauer reviewed the preliminary timeline of projects and Councilmembers asked about engaging with various agencies during the planning process.

**The report was received.**

**7.       CONTINUED PUBLIC COMMUNICATION - None**

**8.       REPORTS AND REFERRALS**

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

Councilmembers reported on meetings and events they attended. Mayor Buxbaum announced there is no Council meeting next week.

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

Mr. Hall reported on:

1. a Celebration of LGBTQ Living Timeline of Equality event in Council Chambers March 7, 3:00 - 5:00 p.m.
2. scheduling a Study Session with the County regarding locating the Courthouse downtown. Council agreed.
3. Councilmembers each signing a letter to the Liquor Control Board to consider expanded list of banned product items and the Mayor sending a separate letter to manufacturers and distributors to support the ban. Council agreed.

**9. ADJOURNMENT**

The meeting was adjourned at 9:23 p.m.



## City Council

### Approval of Agreement with Nisqually Tribe to Purchase Conservation Easement for Groundwater Protection

**Agenda Date:** 3/17/2015  
**Agenda Item Number:** 4.B  
**File Number:** 15-0230

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

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#### **Title**

Approval of Agreement with Nisqually Tribe to Purchase Conservation Easement for Groundwater Protection

#### **Recommended Action**

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

Not referred to a committee.

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

Move to authorize the Mayor to sign a Grant Deed of Conservation Easement with the Nisqually Indian Tribe and authorize the City Manager to sign necessary closing documents including an addendum to a purchase and sale agreement.

#### **Report**

##### **Issue:**

Whether to purchase an interest in real property consisting of a conservation easement.

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

Rich Hoey, P.E., Public Works Director

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

None.

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

The City's Drinking Water Utility has long had an active Groundwater Protection Program focused on protecting the City's drinking water supply. Acquisition of property and/or conservation easements within established Drinking Water Protection Areas (DWPAs) has been one of the strategies implemented by the utility over the years. A key DWPA is associated with the City's newly constructed McAllister Wellfield (see map - Attachment 1).

In 2012-13, the City participated in a Watershed Services Transaction Demonstration Project (Project) coordinated by the Department of Natural Resources (DNR) and involving the Nisqually Land Trust. The Project explored opportunities to retain forest lands to protect groundwater. A key

area of emphasis was property surrounding Lake St. Clair, south of the McAllister Wellfield in rural Thurston County.

In January 2015, the Nisqually Land Trust (NLT) entered into a purchase and sale agreement with the Lacey Rotary to purchase five forested parcels along Lake St. Clair (Attachment 2). The five parcels total approximately 40 acres of land. Rather than proceed with a purchase directly, the NLT intends to assign its rights for purchase of four of the parcels to the Nisqually Indian Tribe and one parcel to Andrew Lench, an adjacent property owner. The subject properties are shown on the attached map (Attachment 3). Parcel #1 (15 land acres) is being purchased by Mr. Lench and parcels 2-5 are being purchased by the Tribe (totaling 24.5 land acres).

The NLT's conditions for assigning purchase rights are outlined in the attached Addendum and Assignment of Real Estate Purchase Agreement (Attachment 4). One key condition is that the Nisqually Tribe must grant, upon closing, a conservation easement to the City of Olympia for parcels 2-4 (approximately 23 land acres).

In accordance with the Addendum, and in consideration for the conservation easement, the City would pay \$50,000 towards the Tribe's purchase price of the three parcels. The conservation easement (shown as Attachment 5) would restrict development and other impactful practices on the site and provide for protection of water quality and other ecological functions in perpetuity. This conservation easement provides value to the Drinking Water Utility since all three parcels are located within the McAllister Wellfield DWPA. The Tribe intends to keep parcel #5 separate from the easement for development of a future park.

The Addendum also outlines the potential for Andrew Lench to donate to the City, at no cost, a similar conservation easement (substantially in the form of Attachment 6) for parcel #1. This donation would be a future transaction, subject to City Council approval.

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

Although the Utility Advisory Committee has not reviewed this specific transaction, the UAC has historically been supportive of land/easement purchases for groundwater protection.

The purchase of the conservation easement accomplishes groundwater protection functions at a fraction of the cost of full purchase of the property. In addition, this cooperative partnership with the Nisqually Indian Tribe furthers our mutual commitment towards environmental stewardship made in the historic 2008 Memorandum of Agreement regarding water supply.

**Options:**

1. Approve the acquisition of the conservation easement. This will allow approximately 23 acres of forested property within the McAllister Wellfield Groundwater Protection Area to be permanently protected.
2. Do not approve the acquisition of the conservation easement.

**Financial Impact:**

The cost of the conservation easement is \$50,000 (plus a \$2,500 transaction fee to the NLT) to be funded by the Drinking Water Utility. Sufficient funding exists in the Drinking Water Utility Capital Budget, Groundwater Protection Program, to cover the cost of the easement and transaction fee.

**Attachment(s):**

MAP of DPWA's

Purchase and Sale Agreement

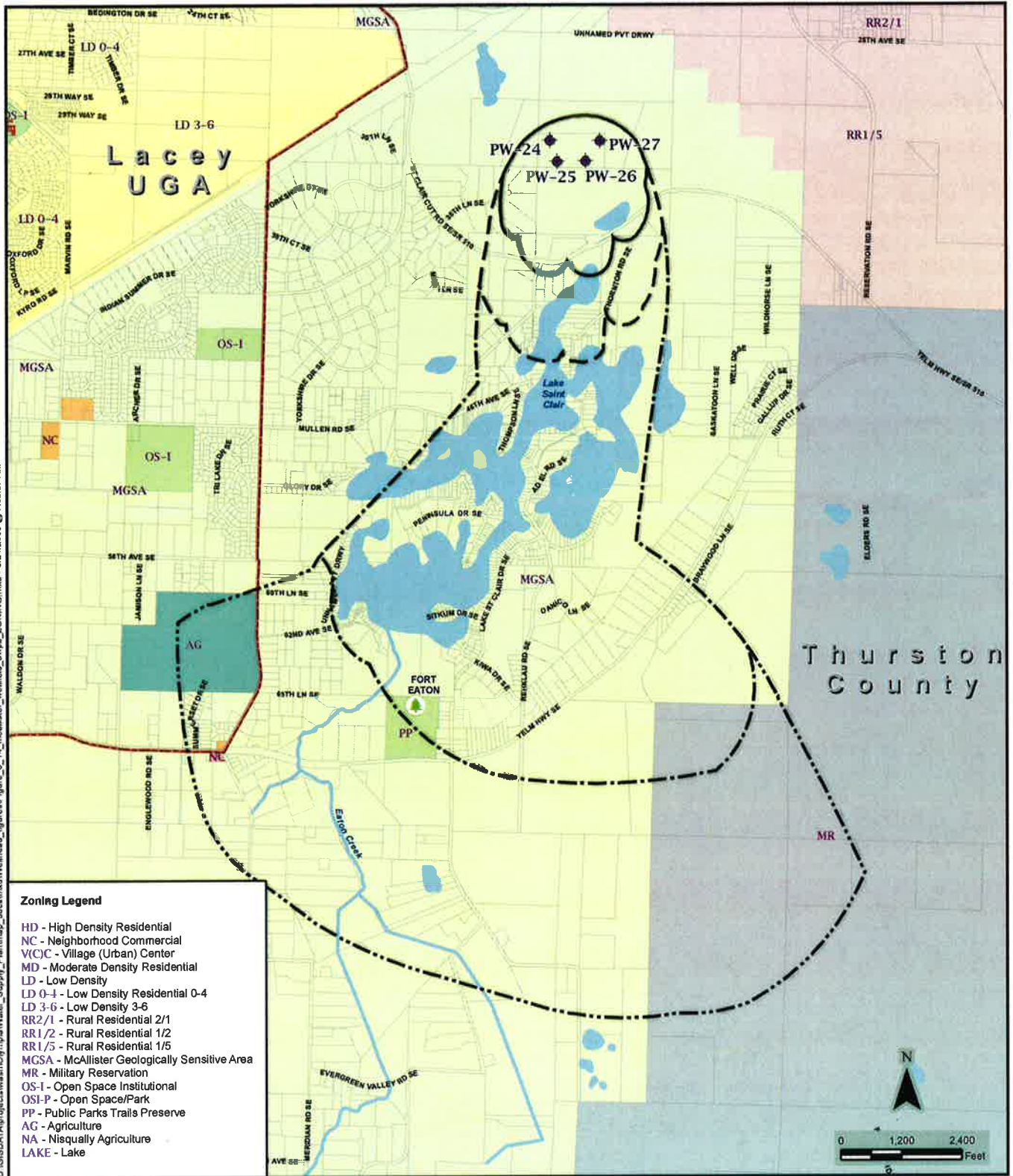
Map of Parcels

Addendum

Conservation Easement

2015 NLT-Lench Family Conservation Easement

Source of Data: 2007 zoning data from Thurston GeoData Center.  
 D:\GISDATA\projects\wash\oly\main\Water\_Supply\_Plan\map\_data\main\Wellhead\_Figure\_8\_14\_mcallister\_wellfield\_dwpas\_zoning.mxd - 5/21/2008 @ 7:50:07 AM



**Zoning Legend**

- HD - High Density Residential
- NC - Neighborhood Commercial
- V(C)C - Village (Urban) Center
- MD - Moderate Density Residential
- LD - Low Density
- LD 0-4 - Low Density Residential 0-4
- LD 3-6 - Low Density 3-6
- RR2/1 - Rural Residential 2/1
- RR1/2 - Rural Residential 1/2
- RR1/5 - Rural Residential 1/5
- MGSA - McAllister Geologically Sensitive Area
- MR - Military Reservation
- OS-1 - Open Space Institutional
- OSI-P - Open Space/Park
- PP - Public Parks Trails Preserve
- AG - Agriculture
- NA - Nisqually Agriculture
- LAKE - Lake

**Legend**

- Commercial
- High Density Residential
- Low Density Residential
- Rural Residential
- McAllister Geologically Sensitive Area
- Military Reservation
- Agriculture
- Open Space / Park
- Lake
- Olympia Production Well
- Stream
- 0.5-Year Time-of-Travel Zone
- 1-Year Time-of-Travel Zone
- 5-Year Time-of-Travel Zone
- 10-Year Time-of-Travel Zone
- City Limits
- Urban Growth Area
- Park
- School



**FIGURE 8.14**  
**McAllister**  
**Wellfield**  
**DWPA**  
**Zoning**

**2009 Water System Plan**



**AGREEMENT FOR  
PURCHASE AND SALE OF VACANT REAL ESTATE  
(LAKE ST. CLAIR PROPERTY)**

**THIS AGREEMENT FOR PURCHASE AND SALE OF VACANT REAL ESTATE** (the "Agreement") is made as of the 20 day of January, 2015, by and between the **NISQUALLY LAND TRUST**, a Washington nonprofit corporation (hereinafter referred to as "Buyer") and **LACEY ROTARY FOUNDATION**, a Washington nonprofit corporation (hereinafter referred to as "Seller").

**WHEREAS**, Seller is the owner of certain real property ("**Property**") located in Thurston County, Washington, legally described on **Exhibit A** attached hereto; and

**WHEREAS**, Seller desires to convey the Property to Buyer to further Seller's charitable mission to provide scholarship funds for Thurston County high-school students; and

**WHEREAS**, Buyer is a land-conservancy organization and desires to acquire or assign rights to the Property for protection and enhancement of water quality and quantity provided by forest habitat on the Property;

**NOW, THEREFORE**, in exchange for the mutual promises and covenants herein contained, and other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged by Seller and Buyer, Seller and Buyer agree as follows:

**SECTION 1  
PROPERTY**

Subject to the terms and conditions set forth in this Agreement, Seller shall sell and convey to Buyer, and Buyer shall purchase and accept from Seller, Seller's right, title and interest in that certain real property located in Thurston County, Washington, described on **Exhibit A** attached hereto and incorporated by this reference herein.

**SECTION 2  
PURCHASE PRICE**

**2.1 Amount.** The purchase price to be paid for the Property shall be the sum of Four Hundred Thousand Dollars (\$400,000.00).

**2.2 Payment.** The purchase price shall be paid in all cash, United States funds, to the Escrow Company on the Closing Date as defined in Section 5 below.

## SECTION 3 CONTINGENCIES

### 3.1 Contingencies.

(a) Buyer's obligation to close shall be contingent upon Buyer's reasonable inspection and satisfaction with the feasibility of the Property for Buyer's intended use, including, without limitation, the physical condition and attributes of the Property, as well as soil and site conditions.

(b) Buyer's obligation to close is further conditioned upon final approval of the purchase by the Nisqually Land Trust Board of Directors.

(c) Buyer must invoke the foregoing contingencies no later than **February 20, 2015** (the "Due Diligence Expiration Date") by giving written notice of its waiver of contingencies on or before the Due Diligence Expiration Date.

(d) If Buyer does not timely provide Seller with its written contingency waiver(s), Buyer shall have deemed to have elected to terminate this Agreement and any and all rights or obligations of Seller and Buyer under this Agreement shall terminate and be of no further force or effect.

(e) Buyer's obligations to close shall also be contingent upon satisfactory review of title as described in Section 4 below.

### 3.2 Inspection.

(a) Buyer shall have the right to enter the Property at any time during the term of this Agreement at its own risk and expense in order to make or cause to be made an inventory and inspection of the physical condition of the Property as well as to make or cause to be made a study of applicable zoning, regulations, laws and ordinances affecting the Property.

(b) As a condition of such right of entry, Buyer hereby agrees to obtain full and irrevocable lien releases (if legally available) from all contractors for work done or to be done on the Property by the Buyer or its agents and deliver same to Seller prior to entry, and, from time to time, at Seller's request, to obtain further releases and deliver same to Seller; Buyer hereby agrees to obtain consent to such entry by the tenants of the Property to the extent that Buyer desires to inspect areas of the Property occupied by tenants; and Buyer hereby agrees to defend, indemnify and save Seller harmless from all liability and expense (including attorneys' fees) in connection with all claims, suits and actions of every name, kind and description brought against Seller, its agents or employees by any person or entity as a result of or on account of actual or alleged injuries or damages to persons, entities and/or property received or sustained, or alleged to have been received or sustained, in any way arising out of, in connection with, or as a result of the acts or omissions of Buyer, its agents or employees, in exercising its rights under the right of entry granted herein unless and except to the extent the same arise out of the sole

negligence of the Seller. Without limiting the generality of the foregoing, Buyer assumes potential liability for actions brought by its employees. Notwithstanding anything to the contrary in this Agreement, this obligation shall survive any termination whatsoever of this Agreement.

(c) Buyer acknowledges that Buyer is relying on its own examination and inspection of all matters with respect to taxes, bonds, permissible uses, zoning, covenants, conditions and restrictions and all other matters bearing upon the value of the Property in Buyer's judgment and for Buyer's purposes, and not on any representations of Seller or of Seller's agents or employees, and Buyer waives any claim on that account.

### **3.3 Studies.**

(a) **Seller Studies.** Within five (5) days of the Effective Date, Seller shall deliver to Buyer true copies of the following that are in Seller's possession or control with respect to the Property: all studies, reports, surveys, soils tests, reviews, correspondence with all governmental entities, environmental checklists and reports (all of which are collectively referred to as the "**Seller's Studies**"). Seller authorizes Buyer to speak with any person preparing Seller's Studies with respect to the contents thereof. Buyer shall not be responsible for any cost associated with Seller's Studies.

(b) **Buyer Studies.** Buyer shall have the right to prepare, or have prepared, appraisals, market and engineering studies, soils tests, feasibility studies, surveys, resurveys or survey updates, environmental investigations and such other tests, studies or investigations (all of which are collectively referred to as the "**Buyer's Studies**") with respect to the Property. Buyer shall be solely responsible for costs of all Buyer's Studies.

(c) **Termination.** If the Buyer determines at its sole discretion that the Seller's Studies or Buyer's Studies indicate the Property is not suitable for the intended use by Buyer or the Property presents risk of liability unacceptable to Buyer, Buyer may terminate this Agreement without further obligation. In the event Buyer fails to give Seller such termination notice by the Due Diligence Expiration Date, Buyer shall be deemed to have elected to proceed with this Agreement.

**3.4 Subsequent Acts.** Between the Effective Date, as defined in Section 14.9 below, and the Closing Date, Seller shall maintain the Property and keep the Property in condition at least as good as on the Effective Date. Seller shall not remove any timber, harvestable crop, improvements, minerals, sand, gravel, or other item from the Property after the Effective Date without prior, written approval by Buyer.

**3.5 Buyer's Conditions.** Buyer's obligations under this Agreement are subject to and contingent upon the following:

(a) The truth and accuracy as of the Closing Date of all representations and warranties of Seller set forth in this Agreement or in any instrument or document delivered by Seller to Buyer.

(b) The delivery by Seller to Buyer on or prior to the Closing Date of all documents and instruments required by the terms of this Agreement.

(c) The performance on or prior to Closing by Seller of all acts required under this Agreement.

(d) The absence at Closing of any violation of any federal, state or local law, rule, regulation or ordinance affecting the use, occupancy or condition of the Property.

(e) The absence at Closing of any failure to comply with the order of any court, government authority or agency pertaining to the Property or the use, occupancy or condition of the Property.

(f) The absence at Closing of any proceeding or threat of any proceeding to condemn all or any part of the Property by a proceeding in eminent domain.

(g) Conveyance of acceptable title as provided in Section 4.

(h) Approval of Seller's and Buyer's Studies and Buyer's inspection pursuant to Section 3.

**3.6 Waiver.** If any condition specified in Section 3 is not met at Closing, Buyer may waive such condition in writing, or Buyer may terminate this Agreement without any further liability. Upon such termination, any monies deposited by Buyer pursuant to this Agreement, together with all interest earned thereon shall be promptly returned to Buyer.

**3.7 Seller's Condition.** Seller's obligations under this Agreement are subject to and contingent upon this transaction complying with all applicable laws.

## **SECTION 4 TITLE INSURANCE**

**4.1 Title Insurance.** Seller will obtain a preliminary commitment(s) for an ALTA Owner's Standard Coverage Policy of title insurance, naming the Buyer as the proposed insured, within fourteen (14) days of the Effective Date.

**4.2 Fee Simple Disclosure.** In making this Agreement, Buyer recognizes that (1) Seller owns no insurable fee access to Thurston County Assessor's parcels 21832240100, 21832310200, 21832310000, and 21832310100, and that (2) Seller will convey its entire right, title, and interest in, but does not have fee simple title to, the submerged portions of parcels 21832240100, 21832310200, and 21832310000. Buyer shall not consider these conditions as defects or objections to title for purposes of this Agreement.

**4.3 Title Contingency.** Buyer shall have twenty (20) days from receipt of the preliminary title commitment to provide written notice to Seller of any objections to defects or

encumbrances shown. In the event Seller elects not to cure such defects or encumbrances, Seller shall provide notice of the election not to cure on or before twenty (20) days following receipt of Buyer's notice described herein. Buyer must elect to accept such defects and encumbrances in Seller's title if Seller declines to cure or, alternatively, elects to terminate this Agreement within ten (10) days of Seller's notification not to cure. Buyer's failure to timely respond shall be deemed an election to terminate this Agreement. If additional encumbrances affecting the Property arise following issuance of the preliminary title commitment, Buyer shall have twenty (20) days from receipt thereof to review and provide supplemental notice to cure to Seller. Failure of Buyer to timely object in writing to any exception arising after the date of the Title Report(s) shall be deemed to be an approval of such exception and such un-objected exceptions shall become "Permitted Exceptions" under Section 4.4 below.

**4.4 Policy Condition of Closing.** If Seller is unable or unwilling to convey the Property in the condition and with the title insurance herein required by Buyer, Buyer shall, by notice to Seller as described in Section 4.3 above, either: (i) accept title in its then condition; or (ii) terminate this Agreement. Except as disclosed in Section 4.2 above, closing shall be conditioned upon the Title Company issuing its ALTA Owner's Standard Coverage Policy insuring fee title to the Property in the name of Buyer or its successors or assigns in the amount of the Purchase Price, subject only to (i) the General Exceptions listed in Schedule B of the Title Report, and (ii) Permitted Exceptions identified in Section 4.3, and (iii) any matters created or suffered by Buyer.

**4.5 Use of Purchase Price.** Purchase Price to be paid by Buyer to Seller at Closing may be used in whole or in part by Seller by and through the Title Company to remove any liens, liabilities, or encumbrances which Seller is to have removed.

**4.6 Cost of Policy.** Seller shall be responsible for the cost of the Title Insurance Policy premium. Buyer shall be responsible for requesting and for paying the cost of any additional endorsements, co-insurance policies and reinsurance certificates issued by Title Company at Buyer's request, including any additional required survey.

## **SECTION 5 CLOSING**

**5.1 Escrow.** This transaction shall be closed in escrow at **Thurston County Title Company**, 105 - 8<sup>th</sup> Avenue SE, Olympia Washington 98501 ("**Escrow Agent**" or "**Escrow Company**"). The parties shall deposit the necessary documents and funds with the Escrow Agent sufficiently in advance of the Closing Date to facilitate an orderly closing.

**5.2 Closing Costs.** Buyer and Seller shall each pay one-half of the closing escrow agent's fee. Seller shall pay any real property excise tax due, and the cost of any revenue stamps, if applicable, required to complete this transaction, and the owner's policy of title insurance as specified in Section 4.6 above. Buyer will pay recording fees.

**5.3 Prorations.** Taxes for the current year, all rents and other income, if any, and water, sewer, utility and maintenance charges, and any other expenses with respect to the operation of the Property shall be prorated between Seller and Buyer as of the Closing Date. No insurance prorations shall be made. Seller shall pay any assessments charged against the Property in full prior to or at Closing. Seller shall pay all real estate taxes and all personal property taxes, if any, through the Date of Closing. In the event Seller has prepaid any real estate taxes, Seller may seek a refund from the appropriate county official; Buyer shall have no obligation to refund or pay any such amount to Seller.

**5.4 Closing Date.** "Closing," "Closing Date" or "Date of Closing," as those terms are used herein, shall mean the date upon which all documents are recorded and monies paid to complete the purchase under this Agreement. The Date of Closing shall be as soon as practical to facilitate an orderly Closing but no later than **March 26, 2015**, unless otherwise agreed in writing by the parties. If the transaction fails to close by March 26, 2015, or as otherwise agreed between the parties, the non-defaulting party may terminate this Agreement. Notwithstanding the foregoing, Buyer may extend the Closing Date by no more than ninety (90) days, or until **June 26, 2015**, by giving written notice of such election to Seller on or before **March 14, 2015**, together with adequate proof that Buyer has secured funding for no less than 50 percent (50%) of the Purchase Price and paying a Forty Thousand Dollars (\$40,000.00) Earnest Money Deposit to the Escrow Agent identified in Section 2.2 above. If paid, the Earnest Money Deposit shall be applied to the Purchase Price at Closing. The Earnest Money Deposit shall be non-refundable except in the event of Seller's material default or inability to perform under the terms of this Agreement. Escrow Agent is instructed to place the Earnest Money Deposit in an insured, interest-bearing account pending Closing. Any interest earned on the Earnest Money Deposit shall be for the account of Buyer except in the event of Buyer's default, in which case it is for the account of Seller.

## **SECTION 6 CLOSING DELIVERABLES**

Prior to or on the Closing Date, Seller and Buyer shall deposit the following documents and funds in escrow, and the Escrow Company shall close the escrow in accordance with the instructions of Buyer and Seller consistent with this Agreement:

**6.1 Seller Obligations.** Seller shall deposit the following:

- (a) duly executed and acknowledged Bargain and Sale Deeds conveying the Property to Buyer's assigns and Real Estate Excise Tax Affidavits;
- (b) escrow instructions, as required of Seller to close this transaction in accordance with this Agreement;
- (c) if Seller is a corporation or partnership, a certified resolution authorizing the execution of all documents delivered at the Closing;

(d) pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, a non-foreign affidavit, stating that Seller is not a foreign person and providing Seller's United States taxpayer identification number. If Seller is not able to certify that it is not a "foreign person," Buyer is required to withhold a portion of the Purchase Price at Closing for U. S. Income Tax purposes; and

(e) such other instruments or documents as may be required pursuant to the provisions hereof or as mutually agreed by Seller and Buyer to be necessary to fully consummate the transaction contemplated hereby.

**6.2 Buyer Obligations.** Buyer shall deposit the following:

(a) The Purchase Price; and

(b) such other funds and documents, including without limitation, escrow instructions as are required of Buyer, to close the purchase in accordance with this Agreement.

## **SECTION 7 CONVEYANCE AND POSSESSION**

**7.1 Possession.** Buyer shall be entitled to possession of the Property on the Closing Date, but Buyer shall have a right of entry pursuant to Section 3.2 above.

**7.2 Form of Deed.** On the Closing Date, Seller shall convey title to the Property to Buyer by quit claim deed (the "**Deed**"), in the form attached hereto as **Exhibit B**, free and clear of all assessments, monetary liens or encumbrances securing the payment of money, and subject only to the encumbrances identified in Section 4.4 above, any matters created or suffered by the Buyer and all matters affecting title to the Property, which would be disclosed by a thorough physical inspection or an accurate survey of the Property.

**7.3 Assignment of Buyer's Interest.** The parties hereto agree that the Buyer may assign all or a portion of its interest in this Agreement to the Nisqually Indian Tribe on or before Closing and may assign all or a portion of its interest in this Agreement to Andrew Lench on or before Closing and that such assignment(s) shall be made as an addendum to this Agreement.

## **SECTION 8 REPRESENTATIONS AND WARRANTIES**

Seller makes the following representations and warranties to Buyer. Each of these representations and warranties is material and is relied upon by Buyer. Each of the representations and warranties shall be deemed accurate through Closing and shall survive Closing. For purposes of this Agreement, the term "to the best of Seller's knowledge" shall be limited to the present, actual knowledge of Lacey Rotary Foundation.

**8.1 Title.** Title to the Property is vested in Seller except as otherwise described in Section 4.2.

**8.2 No Liabilities.** To the best of Seller's knowledge, there exists upon the Property no condition which is in violation of any statute, ordinance, regulation or administrative or judicial order or holding, whether or not appearing in the public records, which affects the Property.

**8.3 Correctness.** To the best of Seller's knowledge, and subject to Section 8.8, all information furnished by Seller to Buyer with respect to the Property is accurate and true.

**8.4 Litigation.** To the best of Seller's knowledge, there is no pending or threatened litigation affecting the Property or any portion thereof, including but not limited to, alleged violation of federal, state or local environmental laws. Neither Seller nor its predecessors have received any notice relating to a breach or suspected breach of any environmental laws.

**8.5 Condition of Property.** To the best of Seller's knowledge, Seller represents and warrants the following: other than as otherwise referenced in this Agreement (i) there are no apparent or latent defects in the Property; (ii) the Property does not contain any underground storage tanks, surface impoundments, asbestos or asbestos-containing material, or polychlorinated biphenyls (PCBs) or PCB-containing materials, past or present refuse dump sites, chemical storage sites, areas of heavily stained soil, or sites of known hazardous material releases; and (iii) the Property is free from the presence of hazardous waste or materials and no hazardous waste or materials have been generated, stored, released, disposed of, or transported over, on or within the Property. The term "hazardous waste or materials" includes any substance, waste or material defined or designated as hazardous, toxic or dangerous (or any similar term) by any federal, state or local statute, regulation, rule or ordinance now in effect, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., and the Model Toxics Control Act, RCW 70.105D. Seller has no undisclosed knowledge of any fact or condition that would materially impair the market value of the Property, would materially increase the cost of operating the Property, or would be inconsistent with the terms of this Agreement. The results of environmental assessments are contained in the following report, which was previously provided to Buyer:

Carle Property Phase I Environmental Site Assessment Report – Thurston County  
Parcel Tax Numbers 21832240100, 21832240300, 21832310000, 21832310100,  
and 21832310200 – prepared for David Wallace by Herrera Environmental  
Consultants, Inc.

**8.6 Authorization.** Seller has the right and authority to enter into this Agreement and all documents contemplated by this Agreement, to make the representations and warranties set forth herein and to perform this Agreement in accordance with its terms. Neither the execution of this Agreement nor its performance by Seller will conflict with or result in the breach of any mortgage, deed of trust, encumbrance, restriction, covenant, agreement or other undertaking whatsoever.



8.7 **Vacancy.** No one is presently occupying the Property with Seller's permission and to the best of Seller's knowledge, no one is presently occupying the Property without Seller's permission.

8.8 **Oral Agreements and Representations.** There are no verbal or other agreements, including, but not limited to, any representations or warranties, which modify or affect this Agreement. Seller shall not be bound by, or be liable for, any warranties or other representations made by any person, partnership, corporation or other entity unless such representations are set forth in a written instrument duly executed by Seller. Except as expressly contained in this Agreement, Seller makes no representations, warranties (express or implied), or covenants with respect to the condition of the Property, including environmental conditions; Seller disclaims all warranties (express or implied); and Seller shall have no obligation to make any alterations or repairs to the Property. Buyer shall accept the Property "AS IS," "WHERE IS," with all faults, defects, and deficiencies, whether known, unknown, patent, or latent, without recourse to Seller. Without limiting the generality of the foregoing, Seller makes no (and Buyer acknowledges that neither Seller nor any agent of Seller has made any) representation or warranty as to the suitability of the Property for the conduct of Buyer's business or activities, or for any other or particular purpose whatsoever.

## SECTION 9 INDEMNITY AND HOLD HARMLESS

Seller agrees to indemnify, defend with counsel acceptable to Buyer, and hold harmless Buyer, its agencies, employees, officers and agents from (a) all liabilities, losses, claims, demands, damages, assessments, costs and expenses (including reasonable attorneys' and consultants' fees) of every kind (hereafter "Liabilities") resulting from, arising out of or relating to the breach by Seller of any of its warranties, representations or covenants contained in this Agreement, and (b) all Liabilities arising under, resulting from or arising out of any activities of Seller, its agents, employees, contractors, subcontractors, permittees, or licensees at the Property prior to or at Closing.

## SECTION 10 DESTRUCTION OR CONDEMNATION

Seller shall bear the risk of loss prior to Closing. If, on or before the Closing Date, either the Property is materially damaged, or condemnation proceedings are commenced with respect to the Property, Buyer shall have the right, at its sole election, by giving notice to Seller, either to terminate this Agreement or to purchase the Property in accordance with this Agreement. If Buyer elects to terminate this Agreement, all rights and obligations of Seller and Buyer shall terminate and earnest money shall be refunded to Buyer. If Buyer elects to purchase the Property in accordance with this Agreement, Buyer shall be entitled to all insurance proceeds or condemnation awards payable by reason of such damage or condemnation and the transaction shall be closed as otherwise agreed to, without reduction in Purchase Price, unless the parties shall agree thereto. In the event Buyer believes the Purchase Price should be reduced and Seller and Buyer are unable to agree on any adjustment in Purchase Price, then this transaction shall

terminate without any further liability of either party to the other and earnest money shall be refunded to Buyer. Seller shall immediately give notice to Buyer upon the occurrence of any damage to the improvements on the Property or the initiation of any condemnation proceedings affecting the Property. The term "material damage" as used in this Section shall mean any damage or destruction that cannot be repaired or replaced within ninety (90) days.

#### **SECTION 11 SURVIVAL**

The representations, warranties, indemnification and obligations (to the extent such obligations are not fully performed at Closing) contained herein shall be operative after delivery of Seller's deeds to the Property for a period of two (2) years from the Closing Date and shall be deemed not to have merged in the Deeds (the "Surviving Obligations").

#### **SECTION 12 REAL ESTATE BROKER DISCLOSURE**

Seller and Buyer each represent and warrant to the other that they have had no dealings, negotiations or consultations with any brokers or finders in connection with this transaction. Each party shall hold harmless the other party from all liability and damages resulting from any claims that may be asserted against the other party by any broker, finder, or other person, with whom a party has or purportedly has dealt.

#### **SECTION 13 NOTICES**

All notices hereunder to the respective parties shall be in writing and be delivered (i) facsimile or email, return/delivery receipt required (in which case such notice will be deemed to have been duly given as of the date of confirmation of transmittal of facsimile or confirmation of delivery of email); (ii) by personal delivery on the party to whom notice is to be given (in which case such notice will be deemed to have been duly given on the date of such personal delivery); (iii) by UPS, Federal Express or other generally accepted overnight courier service to the respective parties at the addresses given below (in which case such notice will be deemed to have been duly given on the day of confirmed receipt by the party to whom notice is to be given); (iv) or by prepaid, registered or certified United States mail to the respective parties at the following addresses (in which case such notice will be deemed to have been given, upon facsimile transmission, or effective three (3) days after the date such notice has been deposited in the U.S. Mail as registered or certified mail):

To Seller:	Lacey Rotary Foundation John P. Masterson Chief Executive Officer Behavioral Health Resources 3855 Martin Way East Olympia, Washington 98506
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With copies to: Heather L. Burgess  
Phillips Burgess PLLC  
724 Columbia Street NW, Suite 140  
Olympia, Washington 98501  
Email: [hburgess@phillipsburgesslaw.com](mailto:hburgess@phillipsburgesslaw.com)

To Buyer: Nisqually Land Trust  
1420 Marvin Road NE, Suite C PMB 243  
Lacey, Washington 98516  
Attn: Joe Kane  
(360) 489-3400 (phone)  
(360) 489-3333 (fax)

The foregoing addresses may be changed by written notice.

## SECTION 14 MISCELLANEOUS

**14.1 Seller Disclosure Statement.** The Property constitutes “unimproved and improved residential” as defined in RCW 64.06. Buyer waives the right to receive a seller disclosure statement (a “**Seller Disclosure Statement**”) if required by RCW 64.06. RCW 64.06 provides that Buyer may waive its right to receive the Seller Disclosure Statement; provided, however, if the answer to any of the questions in the section of the Seller Disclosure Statement entitled “Environmental” would be “yes,” Buyer may not waive the receipt of the “Environmental” section of the Seller Disclosure Statement. By executing this Agreement, Buyer acknowledges that it has received the “Environmental” section of the Seller Disclosure Statement attached hereto as **Exhibit C** and Buyer waives its right to receive the balance of the completed Seller Disclosure Statement.

**14.2 Entire Agreement.** This Agreement constitutes the entire agreement between the parties. No other prior and contemporaneous negotiations, understandings and agreements, whether oral or written shall be deemed to exist or bind any of the parties hereto.

**14.3 Binding Nature.** All rights and obligations arising out of this Agreement shall inure to the benefit of and be binding upon the respective successors, heirs, assigns, administrators, executors and marital communities, if any, of the parties hereto.

**14.4 Washington Law.** This Agreement shall be construed, interpreted and enforced pursuant to the laws of the State of Washington. Venue shall be in Thurston County. The terms of this Agreement shall be given their ordinary meaning and shall not be presumed construed in favor of or against either party hereto.

**14.5 Time of the Essence.** Time is of the essence of this Agreement. No waiver or consent to any breach or other default in the performance of any of the terms of this Agreement shall be deemed to constitute a waiver of any subsequent breach of the same or any other term or condition hereof. In the event time for performance falls on a weekend or legal holiday designated by the United States or Washington State, performance shall be deemed to be timely

rendered if so rendered on the next business day. All notices and deadlines under this Agreement shall be deemed to occur at 5:00 PM Pacific Time on the date of the notice or deadline unless otherwise stated.

**14.6 Captions.** The captions and section headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any section.

**14.7 Invalidity.** If any provisions of this Agreement shall be invalid, void or illegal, it shall in no way affect, impair or invalidate any of the other provisions hereof.

**14.8 Counterparts.** This Agreement and any signed documents executed according to the terms of this Agreement may be signed in counterparts, any one of which shall be deemed an original. The parties agree that delivery by facsimile or other electronic means, such as email, of a signed counterpart of such document will be deemed the same as delivery of the original counterpart, provided the electronic transmission is sent to all parties listed in Section 13. Upon request of the other party, a party delivering a facsimile or other electronic counterpart of this Agreement will provide to the requesting party a signed original of this Agreement.

**14.9 Effective Date.** The “Effective Date” shall be the date on which the last party executes this Agreement. Said date shall be inserted on the first page hereof by the last signing party to this Agreement when such date is determined. If the last signing party fails to insert the Effective Date, the Escrow Agent is authorized to enter the last date of signing as the Effective Date and provide a copy of same to all parties.

**14.10 Good Faith.** Both parties shall act reasonably and in good faith in order to consummate this transaction, and Seller shall neither sell nor dispose of any of the Property nor cause or suffer the creation of any matter of record, or defect in the title to the Property for the purpose of avoiding its obligation to close.

**14.11 Attorneys’ Fees and Costs.** If either party is required to retain an attorney to bring suit or seek arbitration to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees, paralegal fees, accountant and other expert witness fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, including those incurred on appeal, in addition to all other amounts provided by law, regardless of whether the matter proceeds to judgment or is resolved by the defaulting party curing the default. The provisions of this Subsection 14.11 shall also apply to suit, action, arbitration, or any other proceeding brought by Seller against the Buyer to recover damages for injury to persons or property that are incurred by Seller as a result of Buyer’s inspections of the Property pursuant to Section 3.2 above. The provisions of this Subsection 14.11 shall survive the Closing and the delivery of the Deeds to Buyer’s assigns.

**14.12 Assignability.** Buyer may assign this Agreement at its own discretion. If Buyer assigns this Agreement, Seller shall remain fully liable to perform all obligations under this Agreement, including but not limited to, Seller’s representations, warranties and indemnification regarding the Property.

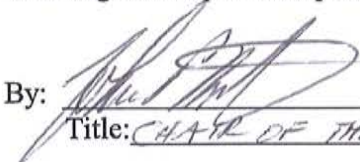
**14.13 Advice of Counsel.** Seller and Buyer acknowledge that they have had an opportunity to seek independent legal advice regarding the transaction.

**14.14 Submission.** This Agreement shall not be binding upon Buyer until signed by an authorized representative of Buyer.

**IN WITNESS WHEREOF,** the parties have executed this Agreement the date and year set forth opposite their respective names.

**SELLER:**  
**LACEY ROTARY FOUNDATION,** a  
Washington nonprofit corporation

Dated: January 20, 2015

By:   
Title: CHAIR OF THE BOARD

**BUYER:**  
**NISQUALLY LAND TRUST,** a Washington  
nonprofit corporation

Dated: January 16, 2015

By:   
Executive Director

- Exhibits:**  
A – Legal Description of Property  
B – Form of Deed  
C – Seller Disclosure

**EXHIBIT A**  
(Legal Description)

The following real property in Thurston County, Washington:

Escrow Agent is authorized to insert the legal description from the preliminary title commitment once issued.

  
Buyer Initials

  
Seller Initials

**EXHIBIT B**  
**(Form of Deed)**

After Recording, Return to:  
Nisqually Land Trust  
1420 Marvin Road NE  
Suite C, PMB 243  
Lacey, WA 98516

**QUIT CLAIM DEED**

Document:

Reference numbers of related documents: N/A

Grantor(s): Lacey Rotary Foundation, a Washington nonprofit corporation

Grantee(s): Nisqually Land Trust, a Washington nonprofit corporation

Abbreviated Legal Description:

Additional Legal Description is on Exhibit A of the Deed.

Assessor's Property Tax Parcel Account Number(s): 21832240300, 21832310000, 21832310100, 21832310200 and 21832240100

The Grantor, **LACEY ROTARY FOUNDATION**, a Washington nonprofit corporation, for good and valuable consideration, in hand paid, conveys, and quit claims to Grantee, the **NISQUALLY LAND TRUST**, all of Grantor's right, title and interest in the real estate situated in Thurston County, State of Washington, together with all after acquired title of the Grantor therein and described in **Exhibit A** attached hereto and by this reference incorporated herein (the "Property").

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof, SUBJECT only to the covenants, conditions, and restrictions of record.

The Property is conveyed by Grantor and accepted by Grantee subject to those matters described on **Exhibit B** attached hereto, any matters created or suffered by Grantee, and all

matters affecting title to the Property that would be disclosed by a thorough physical inspection or an accurate survey of the Property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

DATED this 20 day of January, 2015.

LACEY ROTARY FOUNDATION, a  
Washington nonprofit corporation

By: [Signature]  
Its: CHAIR OF THE BOARD

STATE OF Washington )  
 ) ss.  
COUNTY OF Thurston )

I certify that I know or have satisfactory evidence that John Masterson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated he/she was authorized to execute the instrument and acknowledged it as the CHAIR OF THE BOARD of the Lacey Rotary Foundation to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Given under my hand and official seal this 20 day of January, 2015.



[Signature]  
Name Leif Hatlen  
Notary Public in and for the State of  
Washington  
Residing at: Thurston Co  
My Appointment Expires: 4-3-18



**EXHIBIT A**  
(Form of Deed Legal Description)

The following real property in Thurston County, Washington:

Escrow Officer is authorized and instructed to insert legal description from preliminary title commitment approved by the parties at closing.

  
\_\_\_\_\_  
Buyer Initials

  
\_\_\_\_\_  
Seller Initials

**EXHIBIT B**  
(Form of Deed Exceptions to Title)

Escrow Agent is authorized and instructed to insert the general and permitted exceptions from the title commitment as approved by the parties at closing.

  
Buyer Initials

  
Seller Initials

**EXHIBIT C**

**SELLER DISCLOSURE STATEMENT**

**SELLER:** LACEY ROTARY FOUNDATION, a Washington nonprofit corporation

To be used in transfers of unimproved and improved residential real estate as defined in RCW 64.06.005. See RCW Chapter 64.06 for further explanations.

**INSTRUCTIONS TO THE SELLER**

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property write "NA." If the answer is "yes" to any asterisked (\*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur on or before \_\_\_\_\_, 2015.

**NOTICE TO THE BUYER**

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED IN THE COUNTY OF THURSTON, STATE OF WASHINGTON ("THE PROPERTY") OR AS LEGALLY DESCRIBED ON **EXHIBIT A**, WHICH IS ATTACHED. SELLER MAKES THE FOLLOWING ENVIRONMENTAL DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

LRF-NLT PURCHASE AND SALE AGREEMENT

Exhibit C

Initial \_\_\_\_\_ Date \_\_\_\_\_

Seller

is/  is not occupying the property.

**6. ENVIRONMENTAL KNOWLEDGE**

**YES NO DON'T KNOW**

- \*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
- \*B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
- \*C. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
- \*D. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?
- \*E. Is there any soil or groundwater contamination?
- \*F. Has the property been used as a legal or illegal dumping site?
- \*G. Has the property been used as an illegal drug manufacturing site?

The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Buyer has received a copy hereof.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**SELLER:  
LACEY ROTARY FOUNDATION**

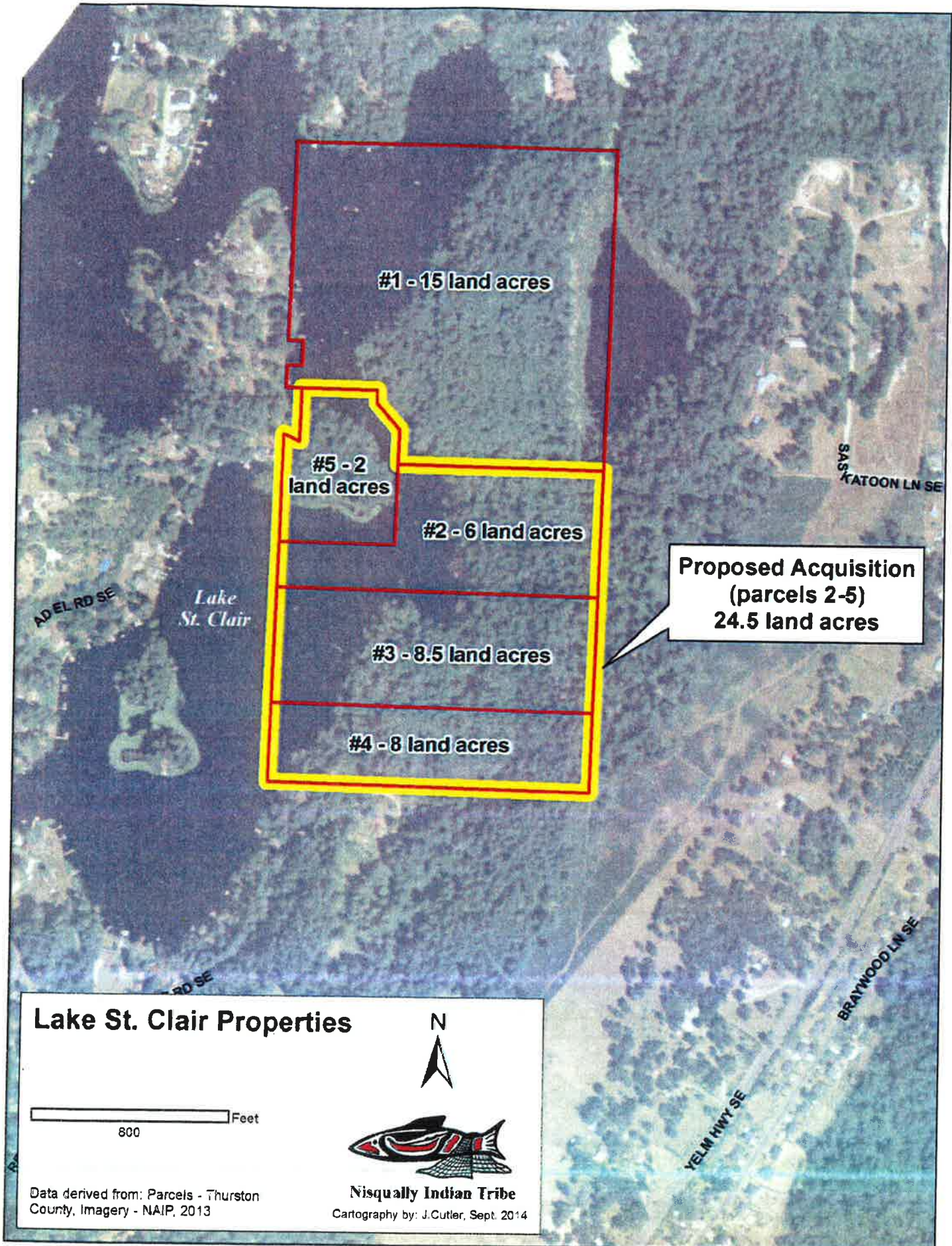
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description**

LRF-NLT PURCHASE AND SALE AGREEMENT

Exhibit A

Initial \_\_\_\_\_ Date \_\_\_\_\_



#1 - 15 land acres

#5 - 2 land acres

#2 - 6 land acres

#3 - 8.5 land acres

#4 - 8 land acres

Proposed Acquisition  
(parcels 2-5)  
24.5 land acres

### Lake St. Clair Properties



800 Feet



**Nisqually Indian Tribe**

Data derived from: Parcels - Thurston County, Imagery - NAIP, 2013

Cartography by: J.Cutler, Sept. 2014

## **ADDENDUM AND ASSIGNMENT OF REAL ESTATE PURCHASE AGREEMENT**

This Addendum and Assignment of Real Estate Purchase Agreement (“Addendum”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Nisqually Land Trust, a Washington nonprofit corporation (“NLT”), the Lacey Rotary Foundation, a Washington nonprofit corporation (“Seller”), the Nisqually Indian Tribe, a federally recognized Indian Tribe (the “Tribe”), Andrew Lench, a Washington resident (“Lench”), and the City of Olympia, a Washington municipal corporation (the “City”).

### **RECITALS**

- A. NLT and Seller are parties to that certain Agreement for Purchase and Sale of Vacant Real Estate (Lake St. Clair Property) dated January 20, 2014, a copy of which is attached as Exhibit A (the “Agreement”). NLT warrants and represents that (1) the Agreement is in full force and effect and is fully assignable; (2) NLT has the full right and authority to transfer the Agreement and that all rights herein transferred are free of lien, encumbrance or adverse claim; and (3) the Agreement has not been modified and remains on the terms contained therein.
- B. NLT now desires to assign to the Tribe and Lench, and the Tribe and Lench desire to assume, all of NLT’s right, title and interest under the Agreement.

NOW, THEREFORE, the parties agree as follows:

### **ADDENDUM TO AGREEMENT**

**1. Assignment to Tribe.** For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NLT hereby assigns and otherwise transfers to the Tribe its right to purchase Thurston Assessors’ parcels nos. 21832310200, 21832310000, 21832310100, and 21823340300 for the price of \$247,495 (“NIT Purchase Price”). The Tribe hereby accepts the assignment and agrees to assume, perform and observe all of the obligations, covenants, terms and conditions undertaken by NLT pursuant to the Agreement with respect to Thurston Assessors’ parcels nos. 21832310200, 21832310000, 21832310100, and 21823340300.

In connection with this assignment and acceptance, the Tribe agrees to the following additional terms:

:

- to deposit \$197,495 into the escrow account by March 20, 2015;
- to grant, upon closing, a Conservation Easement to the City substantially in the form of Exhibit B on parcel nos. 21832310200, 21832310000, and 21832310100;
- to indemnify and hold NLT harmless from any claim or demand resulting from non-performance by the Tribe;

- to pay, at closing, a transaction fee of \$2,500 to NLT.

**2. City Contribution to NIT Purchase Price.** In consideration for the Tribe's grant of Conservation Easement on parcel nos. 21832310200, 21832310000, and 21832310100, the City agrees to pay \$50,000 toward the NIT Purchase Price for the property and to deposit its payment into the escrow account by March 20, 2015. The City also agrees to pay, at closing a transaction fee of \$2,500 to NLT.

**3. Assignment to Lench.** For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NLT hereby assigns and otherwise transfers to Lench its right to purchase Thurston Assessors' parcel no. 21832240100 for the price of \$152,510 ("Lench Purchase Price"). Lench hereby accepts the assignment and agrees to assume, perform and observe all of the obligations, covenants, terms and conditions undertaken by NLT pursuant to the Agreement with respect to Thurston Assessors' parcel no. 21832240100.

In connection with this assignment and acceptance, Lench agrees to the following additional terms:

- to deposit \$152,510 into the escrow account by March 20, 2015;
- to not perform any forest-management activities, including but not limited to timber harvest, on the property for a period of two (2) years from the effective date of this Addendum.
- to indemnify and hold NLT harmless from any claim or demand resulting from non-performance by Lench.
- to pay, at closing, a transaction fee of \$2,500 to NLT.

Lench may choose to donate a conservation easement on the property, said easement to run with the land and to be substantially in the form of Exhibit C. Lench may propose reasonable revisions to Exhibit C consistent with the purpose stated therein for the purpose of establishing Lench's eligibility for federal, state, or local tax benefits, and the Land Trust will not unreasonably withhold its approval of such revisions. The Land Trust makes no representations, implied or otherwise, as to the tax treatment this transaction may receive. Lench acknowledges that the Land Trust has advised him to consult qualified independent professionals to obtain appropriate legal, financial and tax advice regarding this transaction. In the event Lench chooses not to donate such a conservation easement, NLT retains the right, during the period commencing eighteen (18) months after the effective date of this Addendum contract and terminating twenty-four (24) months after the effective date of this Addendum contract, to place a conservation easement on the property, said easement to run with the land and to be substantially in the form of Exhibit C. Lench agrees that, if NLT decides to exercise this right, he will execute the conservation easement and take all other actions reasonably necessary to



complete the easement conveyance.

NLT shall have the right to enforce the provisions of this Section 3 through any available legal remedies. Lench agrees that NLT's remedies at law for any violation of the terms of this Section 3 are inadequate, and that NLT shall be entitled to injunctive relief, in addition to such other relief to which NLT may be entitled, including specific performance of the terms of this Section 3, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The provisions of this Section 3 shall survive closing.

4. This Assignment may be signed in counterparts, any one of which shall be deemed an original.

5. This Assignment shall become effective as of the date last executed and shall be binding upon and inure to the benefit of the parties, their successors and assigns.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nisqually Indian Tribe  
Cynthia Iyall, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Andrew Lench, a private individual

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nisqually Land Trust  
Joe Kane, Executive Director

I hereby consent to this Assignment of Contract affirming that no modification of the contract is made or intended, except that the Nisqually Indian Tribe and Andrew Lench are now and hereafter substituted for Nisqually Land Trust.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lacey Rotary Foundation  
John Masterson, Chair of the Board

**Exhibit A**  
**Agreement for Purchase and Sale of Vacant Real Estate**

**Exhibit B**  
**Nisqually Indian Tribe Conservation Easement**

**Exhibit C**  
**Andrew Lench Conservation Easement**

Grantor: Nisqually Indian Tribe  
Grantee: City of Olympia, Washington

Abbreviated Legal Description: Northeast quarter of the Southwest quarter of Section 32, Township 18 North, Range 1 East, Willamette Meridian.

## GRANT DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT by and between the Nisqually Indian Tribe, a federally recognized Indian tribe (hereinafter “GRANTOR”), and the City of Olympia, a Washington municipal corporation (hereinafter “GRANTEE”), is made with reference to the following facts:

### I. RECITALS

- A. Grantor is sole owner in fee simple of the Conservation Property that is the subject of the Conservation Easement, more particularly described in “**Exhibit A**” (Legal Description of Property Subject to Easement) and shown on “**Exhibit B**” (Site Map), consisting of the land lying easterly of the easterly shoreline of Lake St. Clair, Thurston County, Washington totaling approximately 23 acres, more or less, within three (3) tax parcels (hereinafter, “**Conservation Property**”).
- B. The Grantor and Grantee have agreed to a \$50,000 USD purchase price for the Conservation Easement covering the Conservation Property.
- C. Grantor and Grantee intend that the wildlife, open space, ecological, and natural values of the Conservation Property (the “Conservation Values”) be preserved and maintained in perpetuity. Grantor and Grantee agree to be bound by the terms and conditions of this Conservation Easement.
- D. This Conservation Easement consists of riparian lands and forested lands on and around Lake St. Clair, Thurston County, Washington. This Conservation Easement will enhance and protect water filtration in a wellhead protection zone; attenuation and absorption of storm water flows; surface and subsurface water quality; habitat of fish and wildlife; prime forestlands; carbon sequestration; and open space.
- E. Preservation of the Conservation Property in its current forested state and undeveloped condition and providing for conveyance of all future development rights, except as reserved in Section V below, to Grantee, in perpetuity, is important to the Grantor and the Grantee.
- F. The Conservation Values will be documented in an inventory of relevant features (“Baseline Documentation”) that will be completed by the Nisqually Land Trust within thirty (30) days of the date the Conservation Easement is first recorded in the public records of Thurston County. The Baseline Documentation will consist of reports, maps, photographs, and other documentation that provide, collectively, a complete and accurate representation of the Protected

Property as of the Effective Date and will be kept on file by the Grantee. Failure to timely compile the Baseline Documentation shall not affect the enforceability of any provision of this Conservation Easement.

G. In furtherance of protecting the Conservation Property, the Grantor may seek to take the land into trust under 25 U.S.C. §1778d.

## **II. CONVEYANCE AND CONSIDERATION**

A. For the reasons stated above and in consideration of the mutual covenants contained herein and the payment to the Grantor of the sum of \$50,000 USD by the Grantee, the Grantor does hereby convey and warrant to the Grantee and its assigns a perpetual Conservation Easement over the Conservation Property, consisting of the rights in the Conservation Property herein enumerated, subject to the restrictions set forth herein.

B. This conveyance is an interest in real property and is made as an absolute, unconditional, unqualified and complete conveyance subject to the mutual covenants and restrictions set forth herein.

C. This Conservation Easement deed shall be recorded in Thurston County, Washington.

## **III. PURPOSE**

A. The purpose of this Conservation Easement is to preserve, protect, and maintain the Conservation Property and the water resources at the McAllister well-field and McAllister Springs.

B. Grantor and Grantee intend and hereby agree that the Conservation Property shall not be converted or directed to any uses other than those provided herein.

C. It is the intent of the Grantor and Grantee that the Conservation Property shall contain:

1. an average of ten (10) trees per acre that are at least thirty (30) inches in diameter at breast height at any one time. If this condition does not exist at the beginning of the term of this Conservation Easement, then the Conservation Property shall be managed for this goal; and

2. a minimum basal area of an average per acre, following any harvest, of at least 50 percent of the basal area considered to represent full timber stocking for the Conservation Property's site class(es), distributed such that no opening of more than 0.25 acres will be devoid of trees at any one time, and no more than 5 acres shall have a basal area of less than 80 square feet per acre at any one time. The foregoing notwithstanding, the minimum basal area shall not be required to exceed the basal area calculated in the Baseline Documentation.

## **IV. GRANTEE'S RIGHTS**

A. The rights conveyed to the Grantee by this Conservation Easement are the following:

1. To preserve and protect in its current natural state, in perpetuity, those natural elements that enhance the natural, functional value of the Conservation Property for groundwater protection and as a habitat for fish, birds, waterfowl, and other wildlife;

2. To prevent activities from occurring within the Conservation Property inconsistent with the purposes of this Conservation Easement;

3. Upon forty- eight (48) hours notice to the Grantor, the Grantee or Grantee's representative may perform such activities on the Conservation Property as the Grantee determines are necessary or convenient to carry out the rights granted by this Conservation Easement, including the right to monitor the uses and activities on the Conservation Property to determine whether they are consistent with this Conservation Easement and the right to enter and perform activities that will promote the purposes of this Conservation Easement as stated in Section III, where the Grantee has determined such activity is appropriate pursuant to the purposes set forth in Section III; and

4. To enter upon the Conservation Property in a manner that does not unreasonably disturb the use of the Conservation Property by the Grantor and where appropriate allow other persons to enter the Conservation Property upon prior written approval of the Grantor to (1) perform or enforce the rights herein granted and to determine that the Conservation Property is being used in compliance with the terms of the Conservation Easement, and (2) to observe and study the Conservation Property for educational and scientific purposes or for other purposes consistent with the purposes of this Conservation Easement. The Grantee shall also have the right of immediate entry to the Conservation Property if, in its sole judgment, such entry is necessary to prevent damage to or the destruction of the Conservation Values provided notification is given to Grantor within seventy-two (72) hours after entry.

B. Grantor relinquishes and conveys its rights of development in the Conservation Property to Grantee, except as expressly reserved herein to Grantor.

C. Unless specifically provided, nothing herein shall be construed as affording the general public access to any portion of the Conservation Property subject to this Conservation Easement.

D. The Grantee's enforcement of the terms and conditions of this Conservation Easement shall be at the discretion of the Grantee, Subject to Section VII, below. Any forbearance to exercise its rights hereunder in the event of any breach of this Conservation Easement by the Grantor, its successors or assigns, or any other person or entity, shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent breach.

#### **V. RESERVED RIGHTS, USES, AND ACTIVITIES SUBJECT TO THE EASEMENT**

Grantor reserves all rights as beneficial owner of the Conservation Property including the right to engage in or permit or invite others to engage in all uses of the Conservation Property which are not prohibited herein and which are consistent with the purposes of this Conservation Easement. So long as the Grantor's uses are not prohibited and are consistent with the purposes of this

Conservation Easement, and without limiting the foregoing reserved rights, the Grantee agrees that the following uses are included within the Grantor's reserved rights and are permitted and allowed:

- A. To place the Conservation Property into trust under 25 U.S.C. §1778d;
- B. To protect, manage, and regulate the harvesting of minor forest products including but not limited to brush, grasses, firewood, and mushrooms on the Conservation Property according to Tribal and applicable State and Federal law and consistent with Section III (C);
- C. To hand-gather non-timber products (e.g. medicinal and edible plants, berries, grasses, cedar bark, florist greens);
- D. To engage in, and allow others to engage in, recreational or educational activities on the Conservation Property. Recreational activities include but are not limited to picnicking, fishing, hiking and horseback riding. Grantor, upon thirty (30) days notice to Grantee, may cut trees in order to create trails for recreational activities consistent with Section III (C);
- E. To build one (1) picnic shelter and one (1) low impact restroom facility. A low impact restroom may include a composting toilet or a facility that is self-contained and routinely pumped out for management of sewage off-site;
- F. To remove from the Conservation Property wind-thrown, fallen, dangerous or diseased trees posing a threat to public safety or threaten the health of the resources on the properties adjoining the Conservation Property. The removed trees shall remain the property of the Grantor and may be disposed of as Grantor deems appropriate;
- G. To harvest cedar trees for Grantor's cultural and religious purposes;
- H. To maintain existing access roads across the Conservation Property, consistent with the limitations set forth in Section VI (C); and
- I. To retain any and all tax or density credits or benefits from or attributable to the Conservation Property which may be available under state, federal or local law, ordinances, rules or regulations for the development of Grantor's properties.

## **VI. PROHIBITED AND INCONSISTENT USES**

The following uses and practices within the Conservation Property are prohibited:

- A. To thin or harvest timber, or to remove any trees, whether standing or on the ground, with the exceptions set forth in Section V above.
- B. To change, disturb, alter or impair the Conservation Property except as provided in Section V above;



C. To exceed a total of two (2) percent of the total surface area of the Conservation Property with impervious surfaces. An impervious surface means any hard surface areas that either prevent or retard the entry of water into the soil mantle as under natural condition before development or that cause water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions before development. Including, but not limited to, paved and graveled roads, or other surfaces that similarly impede the natural infiltration of surface and storm water.

D. To store, dump, or otherwise dispose of toxic and/or hazardous materials or refuse, animal carcasses, wildlife-attracting materials, or any other material which could reasonable be considered debris except as authorized in Section V above.

E. To convert native vegetation to exotic species or the introduction of non-native plant species, farming, plowing, or any type of non-silvicultural cultivation;

F. To introduce or release non-native animal species;

G. To graze or pasture livestock;

H. To construct or place any buildings, mobile homes, billboards, utility towers or other structures, except as authorized in Section V, or with the prior written approval of the Grantee;

I. To apply biocides, herbicides, defoliants, chemical fertilizers, sewage sludge, or other chemicals, except with the prior written approval of the Grantee;

J. To change the topography of the Conservation Property by placing on it any soil, dredging spoils, land fill, or other material, or by extraction of minerals or hydrocarbons on or below the surface of the Conservation Property, except with the prior written approval of the Grantee;

K. To change the topography or surface hydrology or divert or cause the diversion of surface or underground water into, within or out of the Conservation Property, without the prior written approval of the Grantee;

L. To cause, encourage or permit fire as a land management method or tool, other than those naturally caused;

M. To grant additional easements, rights-of-way, or other interests in the Conservation Property without the prior written authorization and consent of the Grantee;

N. To legally subdivide, record a subdivision plan, partition, or any other division of the Conservation Property into parcels;

O. Any use inconsistent with the purposes of this Conservation Easement as listed in Section III above.

## VII. APPROVAL/ REMEDIES/ ENFORCEMENT

A. Where Sections V, VI, or this Section require written approval from the Grantee, those requests shall be submitted in writing to the City of Olympia's City Manager. Before determining an activity is inconsistent with the terms of this Conservation Easement, the Grantee will consult with the Grantor. The Grantee's decision on whether to grant or deny such approval shall be final.

B. Where Sections require written approval from the Grantor or notice to the Grantor those requests shall be submitted to the elected Chair and the Director of Planning of the Nisqually Indian Tribe.

C. If the Grantee or Grantor determines that there is a violation of the terms of this Conservation Easement or that a violation is threatened, such party shall give written notice to the other party of such violation and demand corrective action sufficient to cure the violation or threatened violation, and where the violation involved injury to the Conservation Property resulting from any use or activity inconsistent with this Conservation Easement, to restore, where possible, the portion of the Conservation Property so injured. In any instance, measures to cure the violation shall be reviewed and approved in advance, in writing, by the Grantee. If a party fails to cure a violation within sixty (60) days after receipt of notice thereof from the party or, under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to continue diligently to cure such violation until finally cured, the aggrieved party may bring an action at law or in equity in the Superior Court of Thurston County, Washington to enforce the terms of this Conservation Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any Conservation Values, including monetary damages, and where possible, to require restoration of the Conservation Property to the condition that existed prior to any such injury. Grantor and Grantee expressly consent to the jurisdiction of said Court for the purpose of adjudicating actions at law or in equity to enforce the terms of the Conservation Easement and to enjoin violations.

D. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against the Grantor or for the Grantor to bring any action against the Grantee for any injury to, or change in the Conservation Property resulting from force majeure. Force Majeure, for the purposes of this Conservation Easement is defined as any event arising from causes beyond the control of Grantor, or persons or entities acting on behalf of or at the direction of Grantor or the Grantee. Any force majeure event shall be reported to the parties' designated representative, where possible as it is occurring, or within seventy-two (72) hours.

E. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be construed in favor of the Grantee to effect the conservation purposes of this Conservation Easement as stated in Section III above and other applicable state and federal conservation laws. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement and which would render the provision valid, shall be favored over any interpretation that would render it invalid.

F. Grantee shall defend, indemnify and hold Grantor, its officers, officials, members, employees or volunteers harmless from any and all claims, injuries, damages, losses or lawsuits, including attorney's fees, legal expenses and litigation costs, arising from injury or death to persons or property, including claims, injuries, sickness, disease or death or damage to property, caused by or resulting from the negligent acts, errors or omissions of Grantee or its agents, employees, officers or officials in performance of this Conservation Easement, except for injuries and damages caused by the sole negligence of Grantor.

Grantor shall defend, indemnify and hold Grantee, its officers, officials, employees or volunteers harmless from any and all claims, injuries, damages, losses or lawsuits, including attorney's fees, legal expenses and litigation costs, arising from injury or death to persons or property, including claims, injuries, sickness, disease or death or damage to property, caused by or resulting from the negligent acts, errors or omissions of Grantor or its agents, employees, members, officers or officials with respect to the Conservation Property, except for injuries and damages caused by the sole negligence of Grantee.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantor and the Grantee, or their respective officers, officials, members, employees or volunteers, the indemnitor's liability, including the duty and cost to defend hereunder, shall be only to the extent of the indemnitor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantor's and Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Grantor and Grantee.

#### **VIII. SUCCESSION, COVENANTS, AMENDMENTS, AND SUBSEQUENT TRANSFERS**

A. It is the express intent of the Grantor and Grantee that the provisions of this Conservation Easement shall run with and burden title to the Conservation Property in perpetuity and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

B. The Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which any interest in any or a portion of the Conservation Property is transferred. Any transfer shall be subject to Grantee approval.

C. Grantor and Grantee recognize that rare and extraordinary circumstances that could arise which warrant modification of certain provisions of the Conservation Easement. To this end, Grantor and Grantee have the right to agree to amend this Conservation Easement without prior notice to any other person or entity, subject to the following terms and conditions:

1. Grantee and Grantor must mutually agree the amendment enhances or does not materially detract from the purposes of the Conservation Easement;

2. No amendment shall affect the Conservation Easement's perpetual duration; and

3. Any such amendment shall be in writing, signed by both the Grantor and Grantee, and recorded in Thurston County, Washington.

IN WITNESS WHEREOF, the authorized representative of each Party has duly executed this Conservation Easement as of the date stated below.

**THE CITY OF OLYMPIA**

**THE NISQUALLY TRIBE**

By: \_\_\_\_\_  
Name: Stephen H. Buxbaum  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Cynthia Iyall  
Title: Chair  
Date: \_\_\_\_\_

**Approved as to form**

**Approved as to form**



By: Mark Barber  
Title: City Attorney

By: Maryanne Mohan  
Title: Tribal Attorney

Acknowledgements

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2015, by \_\_\_\_\_, as the \_\_\_\_\_ of THE CITY  
OF OLYMPIA.

Dated: \_\_\_\_\_

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2015, by \_\_\_\_\_, as the \_\_\_\_\_ of  
Nisqually Indian Tribe.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
\_\_\_\_\_, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_  
Print Name \_\_\_\_\_

**Exhibit A**  
**Legal Description of Property Subject to Easement**

(Thurston Assessor's Parcel 21832310100)

The land lying easterly of the easterly shoreline of Lake St. Clair in the South 330 feet of the Northeast quarter of the Southwest quarter of Section 32, Township 18 North, Range 1 East, Willamette Meridian.

AND

(Thurston Assessor's Parcels 21832310000 & 21832310200)

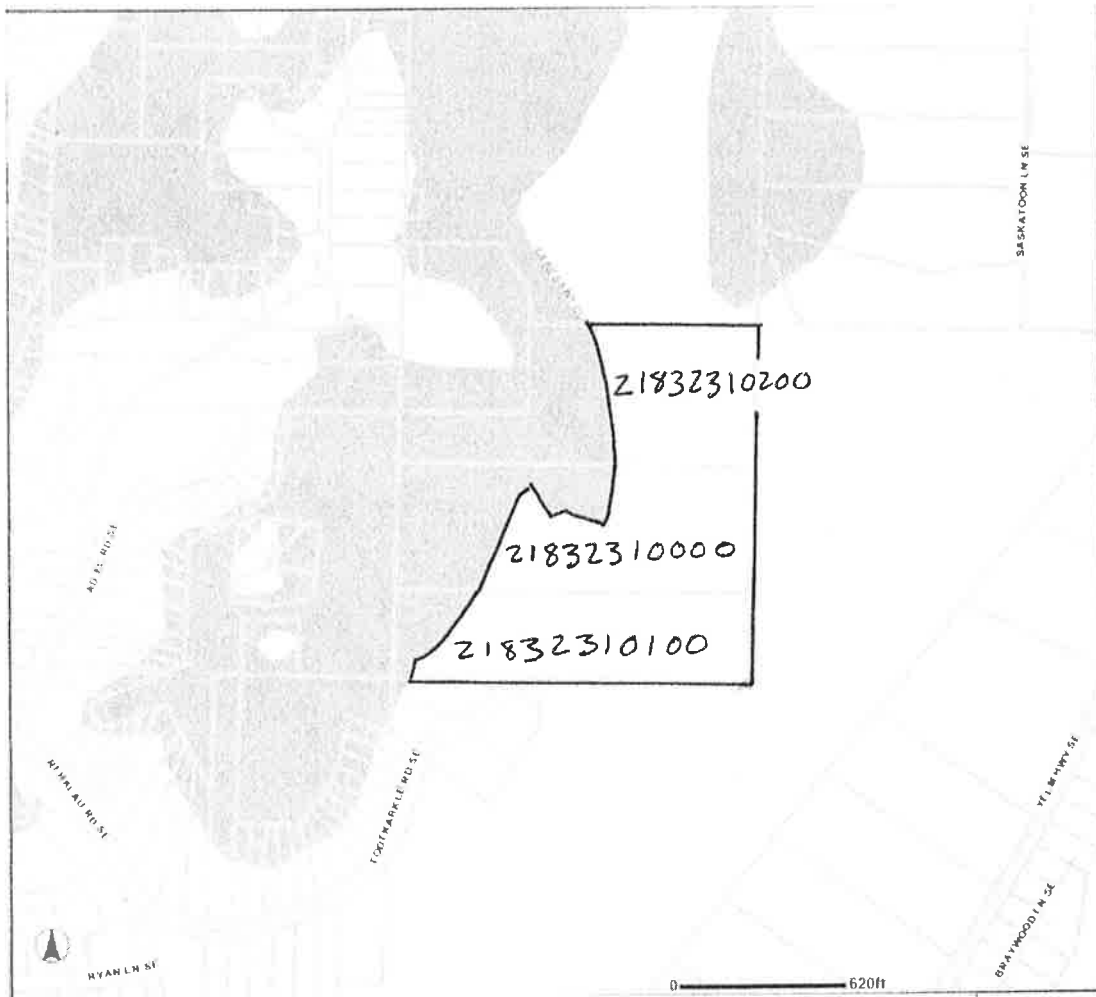
The land lying easterly of the easterly shoreline of Lake St. Clair in the Northeast quarter of the Southwest quarter of Section 32, Township 18 North, Range 1 East, Willamette Meridian.  
EXCEPTING THEREFROM the South 330 feet.

ALSO EXCEPTING THEREFROM that part of the Southeast quarter of the Northwest quarter of said Section 32, Township 18 North, Range 1 East, W.M. described as follows:

Beginning at a point 390 feet North of the Southwest corner of said Southeast quarter of Northwest quarter; running thence North 100 feet, East 50 feet, South 100 feet, and West 50 feet to the point of beginning.

ALSO EXCEPTING THEREFROM: Beginning at the Northwest corner of the Northeast quarter of the Southwest quarter of Section 32, Township 18 North, Range 1 East, W.M.; running thence South 330 feet; thence East 475 feet; thence North 480 feet; thence North 45° West 141.4 feet; thence North 50 feet; thence West 375 feet; thence South 300 feet to point of beginning.

Exhibit B  
Site Map



Grantor: Andrew Lench  
Grantee: City of Olympia, Washington

Abbreviated Legal Description: Southeast Quarter of the Northwest Quarter of Section 32,  
Township 18 North, Range 1 East, Willamette Meridian

## GRANT DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT by and between Andrew Lench, a Washington resident (hereinafter “GRANTOR”), and the City of Olympia, a Washington municipal corporation (hereinafter “GRANTEE”), is made with reference to the following facts:

### I. RECITALS

A. Grantor is sole owner in fee simple of the Conservation Property that is the subject of the Conservation Easement, more particularly described in “**Exhibit A**” (Legal Description of Property Subject to Easement) and shown on “**Exhibit B**” (Site Map), consisting of the land lying easterly of the easterly shoreline of Lake St. Clair, Thurston County, Washington, totaling approximately 15 acres, more or less, within one tax parcel (hereinafter, “**Conservation Property**”).

B. Grantor and Grantee intend that the wildlife, open space, ecological, and natural values of the Conservation Property (the “Conservation Values”) be preserved and maintained in perpetuity. Grantor and Grantee agree to be bound by the terms and conditions of this Conservation Easement.

C. This Conservation Easement consists of riparian lands and forested lands on and around Lake St. Clair, Thurston County, Washington. This Conservation Easement will enhance and protect water filtration in a wellhead protection zone; attenuation and absorption of storm water flows; surface and subsurface water quality; habitat of fish and wildlife; prime forestlands; carbon sequestration; and open space.

D. Preservation of the Conservation Property in its current forested state and undeveloped condition and providing for conveyance of all future development rights, except as reserved in Section V below, to Grantee, in perpetuity, is important to the Grantor and the Grantee.

E. The Conservation Values will be documented in an inventory of relevant features (“Baseline Documentation”) that will be completed by the Nisqually Land Trust within thirty (30) days of the date the Conservation Easement is first recorded in the public records of Thurston County. The Baseline Documentation will consist of reports, maps, photographs, and other documentation that provide, collectively, a complete and accurate representation of the Protected Property as of the Effective Date and will be kept on file by the Grantee. Failure to timely compile the Baseline Documentation shall not affect the enforceability of any provision of this Conservation Easement.



## **II. CONVEYANCE AND CONSIDERATION**

A. For the reasons stated above and in consideration of the mutual covenants contained herein, the Grantor does hereby convey and warrant to the Grantee and its assigns a perpetual Conservation Easement over the Conservation Property, consisting of the rights in the Conservation Property herein enumerated, subject to the restrictions set forth herein.

B. This conveyance is an interest in real property and is made as an absolute, unconditional, unqualified and complete conveyance subject to the mutual covenants and restrictions set forth herein.

C. This Conservation Easement shall be recorded in Thurston County, Washington.

## **III. PURPOSE**

A. The purpose of this Conservation Easement is to preserve, protect, and maintain the Conservation Property and the water resources at the McAllister well-field and McAllister Springs.

B. Grantor and Grantee intend and hereby agree that the Conservation Property shall not be converted or directed to any uses other than those provided herein.

C. It is the intent of the Grantor and Grantee that the Conservation Property shall contain:

1. an average of ten (10) trees per acre that are at least thirty (30) inches in diameter at breast height at any one time. If this condition does not exist at the beginning of the term of this Conservation Easement, then the Conservation Property shall be managed for this goal; and

2. a minimum basal area of an average per acre, following any harvest, of at least 50 percent of the basal area considered to represent full timber stocking for the Conservation Property's site class(es), distributed such that no opening of more than 0.25 acres will be devoid of trees at any one time, and no more than 5 acres shall have a basal area of less than 80 square feet per acre at any one time. The foregoing notwithstanding, the minimum basal area shall not be required to exceed the basal area calculated in the Baseline Documentation.

## **IV. GRANTEE'S RIGHTS**

A. The rights conveyed to the Grantee by this Conservation Easement are the following:

1. To preserve and protect in its current natural state, in perpetuity, those natural elements that enhance the natural, functional value of the Conservation Property for groundwater protection and as a habitat for fish, birds, waterfowl, and other wildlife;

2. To prevent activities from occurring within the Conservation Property inconsistent with the purposes of this Conservation Easement;

3. Upon forty- eight (48) hours notice to the Grantor, the Grantee or Grantee's representative may perform such activities on the Conservation Property as the Grantee determines are necessary or convenient to carry out the rights granted by this Conservation Easement, including the right to monitor the uses and activities on the Conservation Property to determine whether they are consistent with this Conservation Easement and the right to enter and perform activities that will promote the purposes of this Conservation Easement as stated in Section III, where the Grantee has determined such activity is appropriate pursuant to the purposes set forth in Section III; and

4. To enter upon the Conservation Property in a manner that does not unreasonably disturb the use of the Conservation Property by the Grantor and where appropriate allow other persons to enter the Conservation Property upon prior written approval of the Grantor to (1) perform or enforce the rights herein granted and to determine that the Conservation Property is being used in compliance with the terms of the Conservation Easement, and (2) to observe and study the Conservation Property for educational and scientific purposes or for other purposes consistent with the purposes of this Conservation Easement. The Grantee shall also have the right of immediate entry to the Conservation Property if, in its sole judgment, such entry is necessary to prevent damage to or the destruction of the Conservation Values , provided notification is given to Grantor within seventy-two (72) hours after entry.

B. Grantor relinquishes and conveys its rights of development in the Conservation Property to Grantee, except as expressly reserved herein to Grantor.

C. Unless specifically provided, nothing herein shall be construed as affording the general public access to any portion of the Conservation Property subject to this Conservation Easement.

D. The Grantee's enforcement of the terms and conditions of this Conservation Easement shall be at the discretion of the Grantee, Subject to Section VII, below. Any forbearance to exercise its rights hereunder in the event of any breach of this Conservation Easement by the Grantor, its successors or assigns, or any other person or entity, shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent breach.

#### **V. RESERVED RIGHTS, USES, AND ACTIVITIES SUBJECT TO THE EASEMENT**

Grantor reserves all rights as beneficial owner of the Conservation Property including the right to engage in or permit or invite others to engage in all uses of the Conservation Property which are not prohibited herein and which are consistent with the purposes of this Conservation Easement. So long as the Grantor's uses are not prohibited and are consistent with the purposes of this Conservation Easement, and without limiting the foregoing reserved rights, the Grantee agrees that the following uses are included within the Grantor's reserved rights and are permitted and allowed:

A. To protect, manage, and regulate the harvesting of minor forest products including but not limited to brush, grasses, firewood, and mushrooms on the Conservation Property according to applicable State and Federal law and consistent with Section III, C;

B. To hand-gather non-timber products (e.g. medicinal and edible plants, berries, grasses, cedar bark, florist greens);

C. To engage in, and allow others to engage in, recreational or educational activities on the Conservation Property. Recreational activities include but are not limited to picnicking, fishing, hiking and horseback riding. Grantor, upon thirty (30) days notice to Grantee, may cut trees in order to create trails for recreational activities consistent with Section III.C;

D. To remove from the Conservation Property wind-thrown, fallen, dangerous or diseased trees posing a threat to public safety or threaten the health of the resources on the properties adjoining the Conservation Property. The removed trees shall remain the property of the Grantor and may be disposed of as Grantor deems appropriate;

E. To maintain existing access roads across the Conservation Property, consistent with the limitations set forth in Section VI, C; and

F. To retain any and all tax or density credits or benefits from or attributable to the Conservation Property which may be available under state, federal or local law, ordinances, rules or regulations for the development of Grantor's properties.

## **VI. PROHIBITED AND INCONSISTENT USES**

The following uses and practices within the Conservation Property are prohibited:

A. To thin or harvest timber, or to remove any trees, whether standing or on the ground, with the exceptions set forth in Section V above.

B. To change, disturb, alter or impair the Conservation Property except as provided in Section V above;

C. To exceed a total of two (2) percent of the total surface area of the Conservation Property with impervious surfaces. An impervious surface means any hard surface areas that either prevent or retard the entry of water into the soil mantle as under natural condition before development or that cause water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions before development. Including, but not limited to, paved and graveled roads, or other surfaces that similarly impede the natural infiltration of surface and storm water.

D. To store, dump, or otherwise dispose of toxic and/or hazardous materials or refuse, animal carcasses, wildlife-attracting materials, or any other material which could reasonable be considered debris except as authorized in Section V above.

E. To convert native vegetation to exotic species or the introduction of non-native plant species, farming, plowing, or any type of non-silvicultural cultivation;

F. To introduce or release non-native animal species;

G. To graze or pasture livestock;

H. To construct or place any buildings, mobile homes, billboards, utility towers or other structures, except as authorized in Section V, or with the prior written approval of the Grantee;

I. To apply biocides, herbicides, defoliant, chemical fertilizers, sewage sludge, or other chemicals, except with the prior written approval of the Grantee;

J. To change the topography of the Conservation Property by placing on it any soil, dredging spoils, land fill, or other material, or by extraction of minerals or hydrocarbons on or below the surface of the Conservation Property, except with the prior written approval of the Grantee;

K. To change the topography or surface hydrology or divert or cause the diversion of surface or underground water into, within or out of the Conservation Property, without the prior written approval of the Grantee;

L. To cause, encourage or permit fire as a land management method or tool, other than those naturally caused;

M. To grant additional easements, rights-of-way, or other interests in the Conservation Property without the prior written authorization and consent of the Grantee;

N. To legally subdivide, record a subdivision plan, partition, or any other division of the Conservation Property into parcels;

O. Any use inconsistent with the purposes of this Conservation Easement as listed in Section III above.

## **VII. APPROVAL/ REMEDIES/ ENFORCEMENT**

A. Where Sections V, VI, or this Section require written approval from the Grantee, those requests shall be submitted in writing to the City of Olympia's City Manager. Before determining an activity is inconsistent with the terms of this Conservation Easement, the Grantee will consult with the Grantor. The Grantee's decision on whether to grant or deny such approval shall be final.

B. Where the Grantee is required to give notice to Grantor, notice must be sent both to Andrew Lench and to his son, also named Andrew Lench.

C. If the Grantee or Grantor determines that there is a violation of the terms of this Conservation Easement or that violation is threatened, such party shall give written notice to the other party of such violation and demand corrective action sufficient to cure the violation or threatened violation, and where the violation involved injury to the Conservation Property resulting from any use or activity inconsistent with this Conservation Easement, to restore, where possible, the portion of the Conservation Property so injured. In any instance, measures to cure the violation

shall be reviewed and approved in advance, in writing, by the Grantee. If a party fails to cure a violation within sixty (60) days after receipt of notice thereof from the party or, under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to continue diligently to cure such violation until finally cured, the aggrieved party may bring an action at law or in equity the Superior Court of Thurston County, Washington to enforce the terms of this Conservation Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any Conservation Values, including monetary damages, and where possible, to require restoration of the Conservation Property to the condition that existed prior to any such injury. Grantor and Grantee expressly consent to the jurisdiction of said Court for the purpose of adjudicating actions at law or in equity to enforce the terms of the Conservation Easement and to enjoin violations.

D. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against the Grantor or for the Grantor to bring any action against the Grantee for any injury to, or change in the Conservation Property resulting from force majeure. Force Majeure, for the purposes of this Conservation Easement is defined as any event arising from causes beyond the control of Grantor, or persons or entities acting on behalf of or at the direction of Grantor or the Grantee. Any force majeure event shall be reported to the parties' designated representative, where possible as it is occurring, or within seventy-two (72) hours.

E. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be construed in favor of the Grantee to effect the conservation purposes of this Conservation Easement as stated in Section III above and other applicable state and federal conservation laws. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement and which would render the provision valid, shall be favored over any interpretation that would render it invalid.

F. Grantee shall defend, indemnify and hold Grantor, its officers, officials, members, employees or volunteers harmless from any and all claims, injuries, damages, losses or lawsuits, including attorney's fees, legal expenses and litigation costs, arising from injury or death to persons or property, including claims, injuries, sickness, disease or death or damage to property, caused by or resulting from the negligent acts, errors or omissions of Grantee or its agents, employees, officers or officials in performance of this Conservation Easement, except for injuries and damages caused by the sole negligence of Grantor.

Grantor shall defend, indemnify and hold Grantee, its officers, officials, employees or volunteers harmless from any and all claims, injuries, damages, losses or lawsuits, including attorney's fees, legal expenses and litigation costs, arising from injury or death to persons or property, including claims, injuries, sickness, disease or death or damage to property, caused by or resulting from the negligent acts, errors or omissions of Grantor or its agents, employees, members, officers or officials with respect to the Conservation Property, except for injuries and damages caused by the sole negligence of Grantee.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantor and the Grantee, or their respective officers, officials, members, employees or volunteers, the

indemnitor's liability, including the duty and cost to defend hereunder, shall be only to the extent of the indemnitor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantor's and Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Grantor and Grantee.

**VIII. SUCCESSION, COVENANTS, AMENDMENTS, AND SUBSEQUENT TRANSFERS**

A. It is the express intent of the Grantor and Grantee that the provisions of this Conservation Easement shall run with and burden title to the Conservation Property in perpetuity and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

B. The Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which any interest in any or a portion of the Conservation Property is transferred. Any transfer shall be subject to Grantee approval.

C. Grantor and Grantee recognize that rare and extraordinary circumstances that could arise which warrant modification of certain provisions of the Conservation Easement. To this end, Grantor and Grantee have the right to agree to amend this Conservation Easement without prior notice to any other person or entity, subject to the following terms and conditions:

1. Grantee and Grantor must mutually agree the amendment enhances or does not materially detract from the purposes of the Conservation Easement;
2. No amendment shall affect the Conservation Easement's perpetual duration; and
3. Any such amendment shall be in writing, signed by both the Grantor and Grantee, and recorded in Thurston County, Washington.

IN WITNESS WHEREOF, the authorized representative of each Party has duly executed this Conservation Easement as of the date stated below.

**THE CITY OF OLYMPIA**

By: \_\_\_\_\_  
Name: Stephen H. Buxbaum  
Title: Mayor  
Date: \_\_\_\_\_

**Approved as to form**

\_\_\_\_\_  
By: Mark Barber  
Title: City Attorney

**ANDREW LENCH**

By: \_\_\_\_\_  
Name: Andrew Lench  
Title: Landowner  
Date: \_\_\_\_\_

**Approved as to form**

\_\_\_\_\_  
By: Andrew Lench  
Title: Landowner

Acknowledgements

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2015, by \_\_\_\_\_, as the \_\_\_\_\_ of THE CITY  
OF OLYMPIA.

Dated: \_\_\_\_\_

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

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2015, by ANDREW LENCH.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
\_\_\_\_\_, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_  
Print Name \_\_\_\_\_

**Exhibit A**  
**Legal Description of Property Subject to Easement**

(Thurston Assessor's Parcel 21832240100)

The land lying easterly of the easterly shoreline of Lake St. Clair in the Southeast quarter of the Northwest quarter of Section 32, Township 18 North, Range 1 East, Willamette Meridian.

EXCEPTING THEREFROM that part of the Southeast quarter of the Northwest quarter of said Section 32, Township 18 North, Range 1 East, W.M. described as follows:

Beginning at a point 390 feet North of the Southwest corner of said Southeast quarter of Northwest quarter; running thence North 100 feet, East 50 feet, South 100 feet, and West 50 feet to the point of beginning.

ALSO EXCEPTING THEREFROM: Beginning at the Northwest corner of the Northeast quarter of the Southwest quarter of Section 32, Township 18 North, Range 1 East, W.M.; running thence South 330 feet; thence East 475 feet; thence North 480 feet; thence North 45° West 141.4 feet; thence North 50 feet; thence West 375 feet; thence South 300 feet to point of beginning.



**Exhibit B  
Site Map**





## City Council

### Approval of the 2015 Finance Committee Work Plan

**Agenda Date:** 3/17/2015  
**Agenda Item Number:** 4.C  
**File Number:** 15-0243

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

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**Title**

Approval of the 2015 Finance Committee Work Plan

**Recommended Action**

**Committee Recommendation:**

Move to approve the 2015 Finance Committee Work Plan

**City Manager Recommendation:**

Move to approve the 2015 Finance Committee Work Plan, as recommended by the Finance Committee.

**Report**

**Issue:**

Whether or not to approve the 2015 Finance Committee Work Plan

**Staff Contact:**

Jane Kirkemo, Administrative Services Director, 360.753.8499

**Presenter(s):**

None. Consent calendar item.

**Background and Analysis:**

Each year, all advisory committees submit a work plan to the City Council for review. The Finance Committee typically submits a "skeleton" for review, allowing time at each meeting to respond to emerging issues. Attached is the work plan approved by the Finance Committee. Due to the number of issues and scheduled range of topics the Committee will meet twice each month. One meeting will be at 5:00 p.m. on the second Wednesday of each month and the second meeting will be at noon on the fourth Friday of each month.

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

N/A

**Options:**

1) Approve the 2015 Finance Committee Work Plan

2) Amend the Work Plan by deleting or adding items

**Financial Impact:**

N/A

*Some items may be continued for multiple months.  
Each month has two meetings.*

## March

- Develop recommendations to adequately fund Parks operations, maintenance and acquisition
- Develop Policy for land donations for Parks inventory

## April

- Develop budget estimates and deployment plan for “Cahoots like” program
- Forward a recommendation to full council on LBA woods
- Quarterly report on Parks Asset Management

## May

- Recommendation for long term funding of pavement management
- Review strategy for Harbor Patrol

## June

- Recommendation on police cams including how to deal with records issues
- Review changes to City’s investment policies
- Review prior year use of Council’s goal money

## July

- Study of jail and community corrections long-term costs and options for regional efficiencies
- Quarterly report on Parks Asset Management
- Review of Preliminary CFP

## August

- Continue review of all major revenue categories
  - Update B & O code
  - Changes in Adult Business licenses
- Review of transportation impact fee calculations

## September

- Develop criteria and schedule for 2016 budget cuts
- Quarterly report on Parks Asset Management

## October

- Use of Local Improvement Districts (LIDs) as financing tool
- Review of Preliminary 2016 Operating Budget

## November

- Recommend changes to 2016 Operating Budget



## City Council

### Approval of Community and Economic Revitalization Committee Calendar and Work Plan

**Agenda Date:** 3/17/2015  
**Agenda Item Number:** 4.D  
**File Number:** 15-0260

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

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#### **Title**

Approval of Community and Economic Revitalization Committee Calendar and Work Plan

#### **Recommended Action**

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

The Community and Economic Revitalization Committee reviewed the attached Work Plan on March 4, 2015 and forwarded a recommendation of approval.

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

Move to approve the draft Community and Economic Revitalization Committee Calendar and Work Plan.

#### **Report**

##### **Issue:**

Consider the draft Community and Economic Revitalization Committee Calendar and Work Plan.

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

Keith Stahley, Director Community Planning and Development Department 360.753.8227

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

Keith Stahley, Director Community Planning and Development Department

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

Each year the City Council's Committee's develop a draft Calendar and Work Plan for City Council's consideration.

The Community and Economic Revitalization Committee's 2015 Work Plan (**Attachment 1**) includes 11 items:

1. Review CRA Request for Proposals (RFP). March - June
2. Public Finance Seminar. March, April, May
3. Review Responses to RFP. August, September, October, November
4. Conduct RFP Open House. October

5. Review Regional and Local Economic Indicators and Opportunity Sites. April
6. Conduct Second Development Roundtable. April, June
7. Consider Focus Area Planning Efforts for the Kaiser/Harrison and Division/Harrison Opportunity Areas. December
8. Finalize the CR Plan. October, November, December
9. Review Development Agreement. January and February 2016
10. Section 108 Loan Program Oversight - Ongoing, as needed.
11. Proactive Community Development Process - Ongoing.

In addition the CERC has included a number of opportunities for City Council's participation in the development, review and approval of the proposed Community Renewal Area Request for Proposals, Community Renewal Plan and Development Agreement. Dates are tentative and subject to change as the committee would prefer to be thorough in its work and comfortable in its recommendations before moving matters forward to City Council.

Proposed City Council Community Renewal Schedule:

1. Consider draft of RFP and next steps in the CRA process. April
2. Conduct Public Finance Seminar and Special Study Session. May?
3. Finalize the RFP. June
4. RFP Open House. October
5. RFP Recommendations. November
6. Review Draft CR Plan. December
7. CR Plan Open House. December
8. Conduct CR Plan Public Hearing. December
9. Council Adopt CR Plan. January 2016
10. Council Review Development Agreement. February 2016

Staff recommends that the Council include an extended Special Study Session in May to hold an Open House, conduct a Public Finance Seminar and review of the Request for Proposal document and process. In addition to the City Council agenda items noted above, the CERC will keep the Council apprised of its work through Council reports, sharing meeting minutes and periodically sharing staff and consultant team work.

**Options:**

1. Approve the draft Community and Economic Revitalization Committee's Calendar and Work Plan as presented.
2. Revise the draft Community and Economic Revitalization Committee's Calendar and Work

Plan.

3. Consider the draft Community and Economic Revitalization Committee's Calendar and Work Plan and take no action at this time.

**Financial Impact:**

Staff is prepared to support the Community and Economic Revitalization Committee's Work Plan with existing resources and outside consulting services as included in the 2015 Budget.



**COMMUNITY AND ECONOMIC REVITALIZATION COMMITTEE 2015 DRAFT WORK PLAN  
(Last Updated 03/07/2015)**

**COMMUNITY AND ECONOMIC REVITALIZATION CALENDAR SUMMARY:**

1. Review CRA Request for Proposals (RFP). March - June
2. Public Finance Seminar. March, April, May
3. Review Responses to RFP. August, September, October, November
4. Conduct RFP Open House. October
5. Review Regional and Local Economic Indicators and Opportunity Sites. April
6. Conduct Second Development Roundtable. April, June
7. Consider Focus Area Planning Efforts for the Kaiser/Harrison and Division/Harrison Opportunity Areas. December
8. Finalize the CR Plan. October, November, December
9. Review Development Agreement. January and February 2016
10. Section 108 Loan Program Oversight - Ongoing, as needed.
11. Proactive Community Development Process - Ongoing.

**PROPOSED CITY COUNCIL COMMUNITY RENEWAL SCHEDULE SUMMARY:**

1. Consider draft of RFP and next steps in the CRA process. April
2. Conduct Public Finance Seminar and Special Study Session. May?
3. Finalize the RFP. June
4. RFP Open House. October
5. RFP Recommendations. November
6. Review Draft CR Plan. December
7. CR Plan Open House. December
8. Conduct CR Plan Public Hearing. December
9. Council Adopt CR Plan. January 2016
10. Council Review Development Agreement. February 2016

Blue Items are CERC Meeting, Yellow are City Council with significant CERC business and Green are other important dates.

All meetings of the Community and Economic Revitalization Committee are scheduled for the fourth Monday of the month at 5:30 PM unless otherwise noted. This calendar is subject to change subject to the CERC's and City Council's readiness and approval to move forward.

Agenda Item	Staff Responsible	Referred By	Status, Notes and Resources
<b>Tuesday March 5, 2014 @ 5:30 PM</b>			
1. Consider Meeting Schedule and Work Plan	Keith Stahley	Community Economic Revitalization Committee	Staff
2. Consider Draft RFP	Keith Stahley	Community Economic Revitalization Committee	Staff
3. Status Report and Update on CRA Process	Keith Stahley	Community Economic Revitalization Committee	Staff
<b>Monday March 23, 2015</b>			
1. Finalize Draft of the RFP	Keith Stahley	Community Economic Revitalization Committee	Consulting Team
2. Consider Outline of Public Finance Seminar	Keith Stahley	Community Economic Revitalization Committee	Consulting Team, NDC
3. Status Report and Update on CRA Process	Keith Stahley	Community Economic Revitalization Committee	Staff
<b>City Council April 7, 2015</b>			
3. Consider Draft RFP and Next Steps in CRA Process	Keith Stahley	Community Economic Revitalization Committee	Consulting Team
<b>City Council April 14, 2015</b>			
4. Public Finance Overview	Keith Stahley	Community Economic Revitalization Committee	Consulting Team, NDC
<b>Monday April 27, 2015</b>			
1. Finalize Public Finance Seminar	Keith Stahley	Community Economic Revitalization Committee	Consulting Team, NDC
2. Review Regional and Local	Keith Stahley	Community Economic	EDC

Economic Indicators and Opportunity Sites.		Revitalization Committee	
3. Consider Second Development Roundtable Format and Objectives	Keith Stahley	Community Economic Revitalization Committee	EDC
4. Status Report and Update on CRA Process	Keith Stahley	Community Economic Revitalization Committee	Staff
<b>City Council Special Meeting May XX, 2015?</b>			
1. Public Finance Seminar for City Council, Staff, Public	Keith Stahley	Community Economic Revitalization Committee	Consulting Team, NDC, EDC
<b>Monday June 1, 2015 (Special Meeting Due to Memorial Day)</b>			
1. Debrief Public Finance Seminar	Keith Stahley	Community Economic Revitalization Committee	Consulting Team, NDC, EDC
2. Finalize RFP and Consider RFP Communication Plan	Keith Stahley	Community Economic Revitalization Committee	Consulting Team
3. Status Report and Update on CRA Process	Keith Stahley	Community Economic Revitalization Committee	Staff
<b>City Council Meeting June 16, 2015</b>			
1. Finalize RFP	Keith Stahley	Community Economic Revitalization Committee	Staff
<b>Bidders Conference and Release of RFP June 22 -- 26, 2015</b>			
<b>Monday June 22, 2015</b>			
1. Conduct Second Development Roundtable	Keith Stahley	Community Economic Revitalization Committee	EDC
<b>Monday July 27, 2015</b>			
1. Debrief Second Development Roundtable	Keith Stahley	Community Economic Revitalization	Consulting Team

		Committee	
2. Status Report and Update on CRA Process	Keith Stahley	Community Economic Revitalization Committee	Staff
<b>Responses to Solicitation Due August 6, 2015</b>			
<b>Monday August 24, 2015</b>			
1. Consider Responses to RFP and next steps in RFP Process	Keith Stahley	Community Economic Revitalization Committee	Consulting Team, NDC, EDC
2. Prepare for RFP Open House	Keith Stahley	Community Economic Revitalization Committee	Consulting Team, NDC, EDC
3. Status Report and Update on CRA Process	Keith Stahley	Community Economic Revitalization Committee	Staff
<b>Monday September 28, 2015</b>			
1. Consider RFPs and Selection of Finalist	Keith Stahley		Consulting Team, NDC, EDC
2. Prepare for RFP Open House	Keith Stahley	Community Economic Revitalization Committee	Consulting Team, NDC, EDC
3. Status Report and Update on CRA Process	Keith Stahley	Community Economic Revitalization Committee	Staff
<b>October 6, 2015</b>			
1. Prepare for RFP Open House	Keith Stahley	Community Economic Revitalization Committee	Consulting Team, NDC, EDC
<b>Monday October 12, 2015</b>			
2. Conduct RFP Open House	Keith Stahley	Community Economic Revitalization Committee	Consulting Team, NDC, EDC
<b>October 26, 2015</b>			
1. Consider Draft of the CR Plan	Keith Stahley	Community Economic	Consulting Team - may include RFP

		Revitalization Committee	recommendations
2. Consider CR Plan Public Involvement Process	Keith Stahley	Community Economic Revitalization Committee	Consulting Team
3. Status Report and Update on CRA Process	Keith Stahley	Community Economic Revitalization Committee	Staff
<b>City Council November 10, 2015 -- RFP Recommendations</b>			
1. Review RFP Responses and Draft CR Plan	Keith Stahley	Community Economic Revitalization Committee	Consulting Team, NDC, EDC
<b>November 23, 2015</b>			
1. Consider Draft of the CR Plan	Keith Stahley	Community Economic Revitalization Committee	Consulting Team
2. Status Report and Update on CRA Process	Keith Stahley	Community Economic Revitalization Committee	Staff
<b>City Council December 1, 2015 - CR Plan Review</b>			
1. Review Draft CR Plan	Keith Stahley	Community Economic Revitalization Committee	Consulting Team, NDC, EDC
<b>Monday December 7, 2015</b>			
1. Public Open House for CR Plan	Keith Stahley	Community Economic Revitalization Committee	Consulting Team, NDC, EDC
<b>City Council December 15, 2015 - CR Plan Public Hearing</b>			
2. Conduct CR Plan Public Hearing	Keith Stahley	Community Economic Revitalization Committee	Consulting Team, NDC, EDC
<b>Monday December 21, 2015</b>			

1. Finalize Draft of the CRA Plan	Keith Stahley	Community Economic Revitalization Committee	Consulting Team
2. Consider Focus Area Planning Efforts for the Kaiser/Harrison and Division/Harrison Opportunity Areas	Keith Stahley	Community Economic Revitalization Committee	EDC
3. Status Report and Update on CRA Process	Keith Stahley	Community Economic Revitalization Committee	Staff
<b>City Council January 18, 2016 - Adopt CRA Plan</b>			
1. Adopt CR Plan	Keith Stahley	Community Economic Revitalization Committee	Consulting Team, NDC, EDC
<b>Monday January 25, 2016 (Special Meeting Due to Holidays)</b>			
1. Review Proposed Development Agreement with RFP Finalist	Keith Stahley	Community Economic Revitalization Committee	Consulting Team, NDC
2. Status Report and Update on CRA Process	Keith Stahley	Community Economic Revitalization Committee	Staff
<b>City Council February 2016 - Review Proposed Development Agreement with RFP Finalist</b>			
1. Review Dev. Agreement with RFP Finalist	Keith Stahley	Community Economic Revitalization Committee	Consulting Team, NDC, EDC



## City Council

### Creation of a Trust Fund to Pay LEOFF 1 (Law Enforcement Officers and Fire Fighters) Medical Benefits

**Agenda Date:** 3/17/2015  
**Agenda Item Number:** 4.E  
**File Number:**15-0257

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

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#### **Title**

Creation of a Trust Fund to Pay LEOFF 1 (Law Enforcement Officers and Fire Fighters) Medical Benefits

#### **Recommended Action**

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

Move to create a trust fund to pay LEOFF 1 medical benefits.

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

Move to pass the attached ordinance on first reading and final reading.

#### **Report**

##### **Issue:**

Should a Trust Fund be established to pay LEOFF 1 Other Post-Employment Benefits (OPEB) costs?

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

Dean Walz, Fiscal Services Director, Administrative Services Department, 360.753.8465

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

Dean Walz, Fiscal Services Director

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

The Finance Committee at its February 27<sup>th</sup> meeting recommended the creation of a Trust Fund to pay LEOFF 1 OPEB.

The City is obligated to pay medical benefits for LEOFF 1, Plan 1 retirees. Plan 1 is for firefighter and police officers hired prior to October 1, 1977. There are currently 71 City of Olympia retirees and two current employees who are members of the LEOFF I, Plan 1 system.

Police retirees' OPEB costs are paid from the General Fund and Fire retirees are paid from the Firemen's Pension Fund. Additionally, a special account was established to pay required long-term care costs. The special account currently has balance of \$823,500. The 2015 General Fund is

budgeted at \$652,000 for Police OPEB and \$752,060 of 2015 property tax is dedicated to the Firemen's Pension Fund for Fire OPEB. The funds put into the Firemen's Pension Fund remain in that fund for both pension and OPEB. Any unexpended General Fund budget lapses at year's end, and without action by the Council the unused budget would revert to the General Fund balance. In 2014 there was \$108,680 budgeted for Police OPEB, which was not used. The Finance Committee has recommended that the unused funds budgeted for 2014 be transferred to the new fund if created.

The proposal is to create a trust fund for LEOFF 1 OPEB. Funds put into this trust fund would remain there until used. The funds could not be used or transferred for any other purpose until there are no more LEOFF 1 retirees living. Once the trust fund is created the funds dedicated to OPEB for 2015 and the balance in the Long-Term Care account would be transferred to the trust fund for a total of \$2,227,560 (\$2,336,240 if the \$108,680 is approved to be transferred). Action to approve that transfer is included as a separate action in the agenda for tonight's meeting. Interest earnings of the trust fund would remain in there. In 2014 \$1,001,237 was spent on OPEB medical costs and there were no long-term care expenses. Actuarially, benefit obligations are projected to continue into the 2060's.

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

None.

**Options:**

- 1) Create a LEOFF 1 OPEB Trust Fund for LEOFF 1 benefits.
- 2) Do not create the Fund. The City would continue to pay OPEB from the General Fund, LEOFF 1 long-term care account and the Firemen's Pension Fund.

**Financial Impact:**

No additional financial obligations. See also background and analysis.



**Ordinance No.**

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, CREATING A TRUST FUND FOR THE EXCLUSIVE PURPOSE OF PAYMENT OF LEOFF 1 FIRE AND POLICE POST-EMPLOYMENT BENEFITS, OTHER THAN PENSION BENEFITS, AND REPEALING ORDINANCE 5860.

WHEREAS, the City is required to pay certain post-employment benefits to retiree members of the Law Enforcement Officers' and Firefighters' Retirement System, Plan 1 ("LEOFF 1"), pursuant to RCW 41.26; and

WHEREAS, the City Council desires to set aside funds into a Trust Fund for the purpose of paying those benefits; and

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

**Section 1.** There is hereby created a Trust Fund to be known as the "LEOFF 1 OPEB Trust Fund."

**Section 2.** There shall be deposited in the LEOFF 1 OPEB Trust Fund such funds as may be designated by the City Council.

**Section 3.** The LEOFF 1 OPEB Trust Fund shall be used exclusively to pay benefits to City of Olympia retirees of the Law Enforcement Officers' and Firefighters' Retirement System, Plan 1, pursuant to RCW 41.26, other than pension, until such time as there are no retirees legally eligible to receive benefits from the LEOFF 1 OPEB Trust Fund.

**Section 4.** At the time there are no retirees legally eligible to receive benefits from the LEOFF 1 OPEB Trust Fund, any remaining funds shall be transferred to the General Fund of the City.

**Section 5.** The "LEOFF 1 Long Term Health Care Account" created by Ordinance 5860 is hereby closed and any remaining funds in the account shall be transferred to the LEOFF 1 OPEB Trust Fund.

**Section 6.** Ordinance No. 5860 is hereby repealed as of the date of transfer of the remaining funds in the account to the LEOFF 1 OPEB Trust Fund created herein, and the LEOFF 1 Long Term Health Care Account shall, thereafter, cease to exist.

**Section 7. Severability.** The provisions of this ordinance are declared separate and severable. If any provision of this ordinance or its application to any person or circumstances is held invalid, the remainder of this ordinance or application of the provision to other persons or circumstances shall be unaffected.

**Section 8. Ratification.** Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

**Section 9. Effective Date.** This ordinance shall take effect five (5) days after publication, as provided by law.

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MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**

  
ASSISTANT CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

### Briefing on Scope for the Downtown Strategy

**Agenda Date:** 3/17/2015  
**Agenda Item Number:** 6.A  
**File Number:** 15-0242

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

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#### **Title**

Briefing on Scope for the Downtown Strategy

#### **Recommended Action**

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

1. Receive briefing from staff on LUEC's recommended scope for the Downtown Strategy (attachments 1-6) and ask any questions.
2. Move to make any immediate changes to the scope (the scope will be considered preliminary until adopted by Council in May)
3. Move to direct staff to proceed with an open house at the end of April. Provide any guidance for this event, including Council's preferred level of involvement in this event.

#### **Recommended Action**

##### **Land Use & Environment Committee Recommendation:**

LUEC's recommended scope for the Downtown Strategy is provided in attachments 1-6.

LUEC also recommends the City set aside the excerpts from the old Comprehensive Plan (also referred to as "The [Proposed] Downtown Plan" in attachment 11) while the downtown strategy is being developed, and refer to these excerpts but do not readopt them at this time.

#### **Report**

##### **Issue:**

Overview of the Land Use & Environment Committee's (LUEC's) recommended scope for the Downtown Strategy (attachments 1-6) and next steps

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

Amy Buckler, Senior Planner, Community Planning and Development (CP&D), 360.570.5847,  
[abuckler@ci.olympia.wa.us](mailto:abuckler@ci.olympia.wa.us) <<mailto:abuckler@ci.olympia.wa.us>>

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

Amy Buckler  
Leonard Bauer, Deputy Director, CP&D  
Keith Stahley, Director, CP&D

### **Background and Analysis:**

The Comprehensive Plan directs the City to have a 'plan for downtown. Now referred to as *The Downtown Strategy*, this effort is of considerable interest to the community. Two distinct elements of work are 1) Scoping, and 2) Strategy Development.

### WHAT IS THE DOWNTOWN STRATEGY?

The purpose and fundamental concept for the strategy is shown in **Attachment 1**

### SCOPING

The Council's Land Use & Environment Committee (LUEC) was tasked with developing a recommended scope for the downtown strategy. **Attachments 1-6** describe LUEC's recommendation.

Scoping for the downtown strategy will continue through May of 2015 (**Attachment 7**).

After tonight, the remaining scoping tasks include:

- An open house and opportunity for public to provide comment in April;
- Council approval of final scope and criteria for a consulting firm to assist the City with strategy development (May);
- LUEC review of a draft RFQ/P for the urban design firm (May)

As soon as possible in June, staff hopes to release a Request for Qualifications and Proposal for engaging the Olympia public (RFP/Q) to hire an urban design firm to assist the City with strategy development. Staff's expectations include: City is looking for an urban design firm to lead and coordinate this process; this firm will have substantial experience and demonstrated success in other cities and downtowns similar to Olympia. They will also have extensive public participation experience. Given the scope that is being considered it is likely that this firm may need to contract with other experts in order to perform all the duties called for in the scope. The firm would be responsible for coordinating all consultant efforts in to a coherent and implementable strategy. The RFQ/P will flow directly from the scope adopted by City Council.

### BACKGROUND

At its December 11 meeting, the Land Use & Environment Committee (LUEC) reviewed downtown planning history and some associated myths (**Attachment 12**), and provided feedback on principles to shape the scoping process (**Attachment 7**). The committee also reviewed the content of excerpts from the old Comprehensive Plan referred to as "The [Proposed] Downtown Plan" and recommend these excerpts be referred to as necessary during development of the Downtown Strategy, but not re-adopted at this time. (*See next section for further explanation.*)

At its retreat on January 8, 2015, the City Council discussed what the downtown strategy is and their preference regarding the purpose and fundamental concept for the strategy (**Attachment 1**). The Council also reviewed examples of the types of illustrations typically found in a downtown strategy (**Attachment 9**).

At their January 29 meeting, LUEC recognized that many more issues have been proposed for consideration within the downtown strategy than the City has time or budget to address. Thus, the

Committee discussed a draft framework and *priority* topics, along with specific work items that staff proposed be completed during strategy development (**Attachment 3**). One of these work items is to establish urban infill exemptions under the State Environmental Protection Act (SEPA); this is described further in **Attachment 4**. At the meeting, the Committee requested some small changes, but overall directed staff to move forward with the proposal.

At their February 26 meeting, LUEC discussed a draft public participation and communication plan (**Attachment 5**) and the Downtown Strategy's relationship to other planning efforts (**Attachment 6**). In addition to making a few refinements, the Committee:

- Suggested the urban design consulting firm criteria (to be presented to Council in May) should include that the firm have strong experience with public participation.
- Asked staff to help Council provide consistent and clear messages to the public about the strategy by providing talking points at every step in the process (staff will present some initial talking points this evening)
- Asked staff to provide information about the implications of options for “adopting” or “accepting” the final downtown strategy (*see next section*).

#### OPTIONS FOR FINAL ACTION ON THE DOWNTOWN STRATEGY

As part of the Comprehensive Plan Update, sections of the existing Comprehensive Plan specifically related to downtown (with exception of GL17-19) were moved to a separate 26-page document (**Attachment 11**) and proposed to be adopted separately from the Plan. Thus, “the downtown plan” would not formally be part of the Comprehensive Plan, rather a separate goal and policy document. The rationale for removing these sections from the Comp Plan was to free the downtown plan from the limited annual Comprehensive Plan amendment process, allowing more flexibility for the City - in working with other downtown stakeholders - to make changes as needs arise.

The LUEC asked staff to return with more information about the implications of “adopting” vs. “accepting” the final strategy. In reviewing the issue, staff recognized the policy language in the adopted Comprehensive Plan directs that the downtown plan be “adopted.”

PL17.1: **Adopt** a Downtown Plan addressing - at minimum - housing, public spaces, parking management, rehabilitation and redevelopment, architecture and cultural resources, building skyline and views, and relationships to the Port peninsula and Capitol Campus.

Adoption can occur by motion, resolution or ordinance. The specific method can be determined by City Council at a later date.

#### APRIL OPEN HOUSE

Staff has tentatively scheduled a public open house on Wednesday, April 29 and Thursday, April 30, 2015. The purpose of the open house is to:

- Inform the public about what the Downtown Strategy is, how people can be involved and generally when, and to share information about known existing conditions in downtown
- Receive public comment on the draft scope, with targeted questions about how people want to be involved during strategy development

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

The attached proposal is based on previous public comment from various engagement efforts, including *Imagine Olympia*.

Over the past two months, staff has discussed ideas and concerns about the Downtown Strategy with various community members, in which the following issues were raised:

- Communication about and strategy itself should be clear that new development should enhance, and not erode, downtown's natural environment
- Express what the connection is to the Sustainable Thurston Plan
- Hire an expert urban design consultant team with experience in other cities and a track record of successfully implementation
- Connections to the public waterfront are important to the entire downtown
- Important topics to consider are liquefaction, sea level rise, pollution, views, maintaining visual connection to the Capitol, building setbacks and step backs, neighborhood parks to serve 5,000 new residents and the Isthmus
- Need:
  - An inclusive, transparent public process to help shape the strategy
  - The Planning Commission's role to be defined
  - Strong involvement of downtown stakeholders
  - Strong visuals to engage public
- Do not allow a single interest group to take over the process

**Options:**

Tonight, staff is asking the City Council to:

4. Receive briefing from staff on LUEC's recommended scope for the Downtown Strategy (attachments 1-6) and ask any questions.
5. Move to make any immediate changes to the scope (the scope will be considered preliminary until adopted by Council in May)
6. Move to direct staff to proceed with an open house at the end of April. Provide any guidance for this event, including Council's preferred level of involvement in this event.

**Financial Impact:**

Scoping is included in base budget; \$250,000 of 2014 year end savings is anticipated for this process in 2015.



# What is the Downtown Strategy?

*At their retreat on 1/8/15, the City Council expressed a preference for the following purpose and fundamental concept for the Downtown Strategy:*

## **Purpose for a Downtown Strategy:**

A Downtown Strategy will help foster a rich diversity of downtown places and spaces that will attract and support the people who live, work and play in downtown Olympia, including 5,000 new downtown residents.

## **Fundamental Concept for 2015-2020:**

*Connecting and enhancing downtown places and spaces*

### **We will connect and enhance downtown places & spaces by:**

- Reducing uncertainty related to development (for the development community and public)
- Encouraging private investment (in terms of both new construction and rehabilitation)
- Enhancing public spaces to create a more active, pedestrian-friendly environment (streets, sidewalks, public art, landscaping)
- Continuing to ensure the environment and historic resources are protected and reinforced by future development

**The Downtown Strategy will be the roadmap that defines what actions we will take to achieve our community vision for downtown as expressed in the Comprehensive Plan:**

*People walk throughout downtown, shop at its small businesses, enjoy its artistic offerings and gather at its many fine restaurants and meeting places. The historic Capitol Way links the waterfront and downtown to the Capitol Campus invites and attracts residents to enjoy the City's civic space. Plazas, expanded sidewalks, and art in public places have **stimulated private investment** in residential development, which, in turn, has **greatly increased downtown's retail and commercial vitality**.*

*Downtown will continue to be an attractive place to live, work and play. Future office, retail and residential development will bolster downtown's role as a regional center and home of state government, commerce, and industry.*

### **Downtown will be:**

- Home to **25% of the city's future residential growth**;
- The social, cultural and economic center of the region;
- An attractive and sustainable place to live, work and play;
- A mix of office, retail and residential uses;
- Full of public art, significant landscaping and public spaces;
- A pedestrian and bicycle friendly environment, and
- Protected from the effects of sea level rise.

### The Downtown Strategy is a:

- Strategic action plan to implement our Comp Plan’s vision and goals for downtown
- Process that:
  - Involves stakeholders
    - brings people together to interact, learn, share, evaluate alternatives
  - Achieves some immediate milestone(s) during the planning stage (June 2015-16)
  - Establishes priority actions for the subsequent 5 years – realistic efforts that will have the greatest strategic impact toward achieving our vision
- A web-based ‘document’ that:
  - Guides/communicates what we are doing and why
  - Informs future decision making about capital facilities and other public investments
  - Includes text & visuals – illustrates future condition
  - Provides the basis for an attractive summary document that can be used as a marketing and communication tool
  - Is annually reviewed
  - Is updated approximately every 5 years

**Stakeholders are** anyone with an interest in downtown, including general public, business owners, downtown employees and residents, developers, elected officials, etc.

### The Downtown Strategic Plan is NOT:

- A visioning process
- A master plan to determine how each and every parcel in downtown will develop
- A static document that sits on a shelf

### How is the Downtown Strategy updated?

- During strategy development, existing conditions are reviewed and specific initiatives established for the next 5 years. Types of initiatives may include: code amendments, capital investments, programmatic changes (i.e., update parking strategy), etc.
- After adoption in 2016, the City Council can annually review and, if needed, amend initiatives, as part of the decision-making process for:
  - The Action Plan
  - The Capital Facilities Plan
  - Annual department, advisory board or Downtown Project work plans
- As the 5 year period comes to a close, the Downtown Strategy can be evaluated and more thoroughly updated, including:
  - Evaluating whether objectives were met
  - Updating existing and forecasted conditions
  - Establishing a new fundamental concept
  - Establishing new initiatives for the next 5 years





# Downtown Olympia

## Planning Area for Downtown Strategy

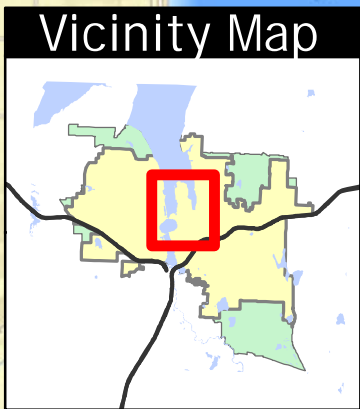
Although defined many ways, Olympia's Comprehensive Plan defines downtown as bounded generally by the State Capitol Campus, Capitol Lake, Budd Inlet and Plum Street - nearly 1 square mile

Downtown connections to West Bay, Capitol Campus and the mixed use area between Plum and Eastside Streets may also be considered as part of the Downtown Strategy.

West Bay

Plum to Eastside St.

Capitol Campus



0 0.125 0.25 Miles 1 inch = 1,250 feet

Map printed 2/18/2015  
For more information, please contact:  
Amy Buckler, Senior Planner  
abuckler@ci.olympia.wa.us  
(360) 570-5847

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 herein are based on record information and aerial photos only. It is recommended the recipient and 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.





## DRAFT Framework & Priority Topics for the Downtown Strategy

Over the past several years, through various efforts including *Imagine Olympia*, the public, officials and staff have identified many important issues related to downtown. Staff has attempted to capture these issues herein, though it is possible some were missed.

One of the Land Use & Environment Committee's principles for downtown strategy scoping is to "Identify a broad set of issues that affect downtown, and then ... Prioritize. Focus effort on what is realistic, vital to achieving goals and impactful."

To be impactful, we have to prioritize, thus not every downtown issue can be at the center of Downtown Strategy discussions. For example, issues such as homelessness and sea level rise are extremely important and should be considered throughout the process of developing a downtown strategy. However, because these issues are the focus of separate outreach and planning processes (spearheaded respectively by the City and Thurston County Consolidated Plan,) they will not be at the center of discussion and decision-making for the Downtown Strategy.

At their annual retreat, the City Council expressed a preference for this fundamental concept for the 2015-2020 Downtown Strategy: *Connecting and Enhancing Places & Spaces* by:

- 1) Reducing uncertainties related to development
- 2) Encouraging private investment
- 3) Enhancing public spaces
- 4) Ensuring the environment and historic resources are protected and reinforced by (re)development.

This concept will frame the focus of community discussion about priorities for the strategy. It will also guide some significant work items recommended for completion during strategy development in 2015-2016. These work items are recommended at this stage because they:

- Are within the City's purview and realistic;
- Implement specific Comprehensive Plan goals and policies;
- Are needed to provide a foundation on which to move forward
  - Will help us understand the dynamics of downtown
  - Will help us shape & understand community priorities;
- Require assistance from a consultant team;
- Create potential to engage the public in interactive, visual ways; and/or
- Would have an impact.



# Downtown Strategy

## Creating Places & Spaces



### Draft Framework | Strategy Development and Implementation

*A Downtown Strategy will help foster a rich diversity of downtown places and spaces that will attract and support the people who live, work and play in Downtown Olympia, including the 5,000 downtown residents.*

Olympia will connect/enhance places and spaces by...

#### 2015-2016 Work Items

reducing uncertainties related to development,

- Establish SEPA Infill Exemptions\*
- Develop View & Building Skyline Standards\*
- Review & Illustrate Urban Design Standards\*
- Review Existing Information and Consider Public Input to Identify Recommended Initiatives

encouraging private investment, and

- Generate an Economic Development Strategy With Recommended Initiatives
- Generate a Retail Strategy With Recommended Initiatives
- Generate a Housing Strategy with Recommended Initiatives
- Review Existing Information and Consider Public Input to Identify Recommended Initiatives

enhancing public spaces, AND protecting/reinforcing environmental and historical resources.

- Review Existing Conditions for Alignment with Downtown Vision and Consider Public Input to Identify Recommended Initiatives

#### Strategic Initiatives for 2016-2020

- Clear visual elements linking geography to actions, including possible identification of districts
- List of recommended Code Amendments
- List of prioritized streetscape and public space improvements
- Program enhancements
- Other recommended initiatives

#### Initiatives will be Incorporated Into

- Action Plan
- Capital Facilities Plan
- Advisory Committee Work Plans
- Downtown Project Work Plans
- Marketing Tools

\* Immediate Milestones  
Last Updated on 2/10/2015

## Description of Priority Topics & Work Items to Complete During Strategy Development

Work Item	DESCRIPTION
<b>Reduce uncertainties related to development:</b> This regards issues that present uncertain risks (such as soil contamination) or turmoil due to lack of clear standard (such as design review.)	
1	<b>State Environmental Policy Act (SEPA) –</b> Consider establishing SEPA infill exemption  See options in attachment 4 - Staff recommended option is to consider establishing SEPA infill exemption in downtown for residential, mixed-use and certain types of commercial. Purpose is to reduce unknowns regarding SEPA review at time of permit through earlier action. Work would include identification of any gaps in our environmental regulations that we have had to use SEPA for in the past, scope and consideration of possible code changes. Outcome would be code changes to establish regulations for currently unaddressed environmental issues concurrent with establishment of a SEPA infill exemption.
2	<b>Views &amp; Building Skyline -</b> Develop a clear regulatory framework  As directed by Comprehensive Plan GL8 and policies, use visualization tools and engage the public to establish which views are protected from which observation points (related to downtown). Outcome would be a development code amendment. <i>(RFP/Q may include additional work by consultants to analyze view standards outside of downtown that would inform a separate public process at a later date to establish view standards outside of downtown area.)</i>
3	<b>Urban Design Standards -</b> Review, Improve and Illustrate standards  Review existing design standards and processes and identify any code revisions needed to better implement our vision. Provide illustrations and engage public in illustrated discussion and review of potential revisions. This applies to existing and historic structures and new construction in downtown. Outcome would be illustrations and possibly amendments to design standards in Title 18 or the Engineering Design & Development Standards (EDDS). <i>(This piece is related to, but not fully descriptive of the role 'urban design' will play in development of the Downtown Strategy. In other words, we will be considering how spaces between various uses function and connect and how humans interact with the natural and built environment downtown throughout the process.)</i>
4	<b>Identify other initiatives to reduce uncertainties related to development</b>  Review existing information and consider public input to identify a priority list of initiatives to be completed in 2016-2020.
<b>Encourage private investment:</b> This is about gaining a better understanding of market and development opportunities related to our vision so that we can ensure zoning and regulations are encourage these opportunities and to bolster marketing and communication about downtown (re)development.	
5	<b>Generate an Economic Development Strategy with recommended initiatives</b>  Identify downtown's relationship to the regional economy, the types of business/employment that might be attracted to downtown and the fundamental needs of these market segments. Outcome is priority list of initiatives to be completed in 2016-2020.

<b>TOPIC (cont.)</b>		<b>DESCRIPTION</b>
6	<b>Generate a Retail Strategy with recommended initiatives</b>	Gain a better understanding of the amount and types of stores, services, dining and entertainment that downtown is likely to attract, especially with a plan for 5,000 new residents. Where should this retail be concentrated; how can retail development contribute to a high-quality pedestrian environment; how can shopper-friendly parking be provided; and how could this be marketed in order to create a more active destination/experience? Outcome is priority list of initiatives to be completed in 2016-2020.
7	<b>Generate an updated Housing Strategy with recommended initiatives</b>	Much previous work regarding downtown housing has been done. Update and analyze this information to apply to existing markets. Within context of a city-wide goal to provide diverse and affordable housing types and a need for social equity, what types of affordable and market-rate housing are appropriate for downtown, what are the associated needs and what can the city do to encourage these markets? Outcome is priority list of initiatives to be completed in 2016-2020.
8	<b>Identify other initiatives to encourage private investment</b>	Review existing information and consider public input to identify other recommended initiatives that encourage private investment in downtown. Outcome is a priority list of initiatives to be completed in 2016-2020.
<b>Enhance public spaces:</b> Includes actions, investments to improve streets, sidewalks, public art, landscaping/amenities, public spaces, public parking lots		
9	<b>Identify initiatives to enhance the public realm</b>	Review existing conditions/information and consider public input to identify recommended initiatives. Include as part of the discussion next steps for Greening Capitol Way, pavement management, bicycle corridors and continued support of PBIA and ODA Main Street efforts (clean, safe, placemaking, etc.) Outcome is a priority list of initiatives to be completed in 2016-2020.
<b>Continue to ensure environmental and historic resources are protected and reinforced by future development</b>		
10	<b>Identify initiatives that protect and reinforce environmental and historical resources with future development</b>	Review existing information and consider public input to identify recommended initiatives that protect and reinforce environment and historic resources in the downtown. Outcome is a priority list of initiatives to be completed in 2016-2020.

<b>Other Important Issues, Plans and Potential Actions Related to Downtown</b> <i>Although not recommended for focused effort during 2015-2016, the relationship to each of these issues with the Downtown Strategy will be considered throughout the process and some issues may be a focus of initiatives during 2016-2020. Many of these issues are being more fully explored through a separate, complimentary planning or program effort.</i>		
	<b>TOPIC</b>	<b>NOTES</b>
	1 to 2 way couplets	An idea to change 4th and State Aves from 1- to 2-way couplets has been brought up in various community conversations. If Council is interested in pursuing this option, the first step would be to scope and then complete a transportation analysis to identify impacts on downtown and the regional transportation network. Such analysis would cost over \$200,000 and up to a year - why it is not suggested for focus of resources during the planning stage.
	Artist Housing	The Olympia ArtSpace Alliance has moved into the second phase of steps toward its goal to build affordable apartments designed for artists, with their families, to both live and work in downtown Olympia. In future, could be considered for Action Plan Partnership.
	Colleges – establishing a presence downtown	Regional colleges are an economic asset that will be described, and could potentially be the subject of a later initiative.
	State Capitol Master Plan Update (through 2015)	City's role is prescribed by State and includes staff involvement in workgroup discussions. That will happen outside of this process and City has no decision authority here. Relationship will be described.
	Community Renewal Area (CRA) Opportunities	CRA is being addressed by a parallel process – the relationship to the Downtown Strategy will be described and information shared.
	Downtown Project	During 2015, resources of the City's Downtown Project will mainly be devoted to developing the Downtown Strategy, with staff support continuing for the ODA Main Street Program and PBIA. The Downtown Strategy will inform future Downtown Project Work Plans.
	Earthquakes/Liquefaction	Downtown's susceptibility to liquefaction is well documented and new building within this area must be designed in manner that addresses the potential impacts of liquefaction during earthquakes. Unreinforced masonry buildings built before the advent of building codes are very susceptible to damage from earthquakes and are required to be seismically upgraded as they undergo change of use or substantial renovations. This will be described in the existing conditions report.
	Homelessness	Since this issue cannot be solved by the Downtown Strategy, it is not recommended as a focus, but will be described and considered throughout. This specific issue is addressed through the Regional Consolidated Plan.
	Isthmus Visioning	Some councilmembers have expressed interest in engaging the public in further discussion about a vision for the isthmus. Since the Downtown Strategy contain elements that could inform possibilities for the isthmus (i.e., view protection standards) it would be logical for this visioning to occur after the Downtown Strategy is complete, and could be an immediate next step if prioritized as such.
	Landscaped Gateways	As described in the Comprehensive Plan, specially landscaped entry/exit corridors to downtown may be considered when scoping a prioritized list of public realm enhancements during strategy development.

Main Street Program, Olympia Downtown Assoc.	Program will be described, and later initiatives may guide how the Downtown Project will continue to support Main Street.
Parking Management Strategy	The City completed most objectives of its previous downtown parking strategy, and it now needs to be updated. Staff recommends this update be completed in 2016 as could be informed by information gathered during strategy development.
Parking & Business Improvement Area (PBIA)	PBIA efforts will be described, and later initiatives may guide how the Downtown Project will continue to support these.
Parks	Being addressed through Parks Master Plan update, taking place 2015-16.
Percival Landing	Being addressed through Parks Master Plan update, taking place 2015-16.
Port of Olympia Real Estate Development Plan (occurring 2015-16)	<p>The Port's development activities must be consistent with City zoning and Shoreline regulations, but City has no decision-making authority over their plan.</p> <p>Port and City staff have identified possible opportunities to share in collection and analysis of data as it relates to both the Port's Real Estate Development Plan and Olympia's Downtown Strategy. Staff will continue to track this process and seek avenues for shared communication and info – to be considered by City Council and Port Commission.</p>
Safety	Issue will be considered throughout, including crime prevention through design. The walking patrol and other safety issues will be described.
Sea Level Rise	Being addressed through a separate, ongoing program and strategic planning effort - will be described
Shoreline/ Waterfront	Policies and Regulations are addressed through Shoreline Master Program and will be described. Waterfront parks and trails will be addressed through Parks Plan update. The value of the waterfront to downtown will be considered throughout process.
Soil Contamination	Comp Plan directs City to identify potential tools, partnerships and resources that can be used to create more economic certainty for developments by better characterizing contamination where doing so fulfills a public purpose. The Community Renewal Area (CRA) is one such tool. Other tools/ actions may arise during strategy development.
Stormwater/ Sewer Infrastructure	Being addressed through Low Impact Development Updates in 2015 and Stormwater Master Plan in 2016 – issues related to downtown will be described.
Thurston Thrives	This County-wide health collaboration initiative is a separate process, with some goals common to our downtown goals. The relationship will be described.
Transit	Addressed through Regional Transportation Planning and Intercity Transit Strategic Plan – existing conditions and ongoing program will be described.

## **Typical Contents of a Downtown Strategy:**

*The following, based on contents of other cities' downtown strategies, is provided for context. A consultant team, to be hired upon completion of Council adopted scope, will assist with the organization and completion of Olympia's strategy document*

### **1. Introduction**

- *Describes purpose of downtown strategy and its relationship to Comp Plan*
- *Outlines guiding principles established by the City Council*
- *Describes the public process used to develop the strategy*
- *Illustrates downtown boundary*

### **2. Vision for Downtown**

- *Summary of comprehensive plan vision for downtown*
- *Includes a clear visual element that links geography to strategic initiatives*
- *May illustrate and describe any districts (i.e., theatre district)*

### **3. Existing Conditions & Trends Summary**

- *Describes physical conditions through data and base maps: Land use, transportation, utilities, natural and built environment, cultural and historic resources*
- *Data & trends analysis: demographics, housing, employment, economics*
- *Describes regulatory framework and relationships (i.e., to Port peninsula and Capitol Campus)*

### **4. Implementation Strategy for 2015-2020**

- ***Largest and most important section***
- *Identifies needs and subsequent focus of strategy over next 5 years, lists actions, responsible party, when they will be carried out*
- *Describes complimentary planning efforts and ongoing programs that will contribute to the strategy (e.g., Port and Capitol Campus Plans)*

### **5. Appendices**

- *Summary of previous downtown planning and implementation efforts*
- *Glossary of terms*
- *Reference links to relevant, recent studies and plans*



## Options for SEPA Exemption in Olympia’s Downtown

1. **Increased exemption levels for minor construction projects** (WAC 197-11-800(1)(c)) – The WA Department of Ecology has adopted rules to exempt permits for smaller-scale construction projects from SEPA review. Ecology recently amended those rules to provide cities and counties with the option to increase the exemption levels for certain types of projects that are consistent with an adopted comprehensive plan that underwent SEPA review.

For example, Olympia currently exempts projects that include construction of 9 dwelling units or less. The new rules allow the city to increase the exemption up to 30 single-family homes or 60 units of apartments or condominiums.

Example: Seattle has used this provision in five urban centers and urban villages, and in its downtown, to tailor SEPA review thresholds to infill for those specific areas.

2. **Urban infill exemption levels** (RCW 43.21C.229) – This provision of the statute is intended to encourage residential or mixed use development in urban areas where the density goals of the comprehensive plan are not being met. When an EIS has been prepared to analyze the development goals in the comprehensive plan (which is the case for Olympia), a city can exempt some or all of the following types of development from additional SEPA review:
  - Residential
  - Mixed Use
  - Stand-alone Commercial up to 65,000 square feet (excluding retail)

Example: Kent has adopted an urban infill exemption ordinance for a portion of its downtown to encourage residential and mixed use development.

3. **Planned Actions** (RCW 43.21C.440) – Cities and counties may prepare a detailed EIS in conjunction with a comprehensive plan or subarea plan that evaluates the environmental impacts of all the types of development proposed in the plan. Using the information in the EIS, the city/county adopts a “planned action” ordinance that identifies the conditions that each type of development must meet. When a project application is submitted that meets the conditions specified in the planned action ordinance, no additional SEPA review of that project is required.

Examples: A 2009 review of the results of ten cities’ planned actions: <http://www.mrsc.org/artdocmisc/munkberg.pdf>.

## Options for SEPA Exemption in Olympia’s Downtown: Factors to Consider

	<b>Increased Exemption Levels for Minor Construction Projects</b>	<b>Urban Infill Exemption Levels</b>	<b>Planned Action</b>
<b>City can designate geographic area</b>	Yes	Yes	Yes
<b>Additional EIS required of city</b>	No	No	Yes (typical cost \$150,000 - \$250,000)
<b>Additional SEPA review for project permits</b>	None for types of development designated by city, subject to state maximum thresholds	None for types of development designated by city	None, in most cases; city could define exceptions
<b>Development types eligible for SEPA exemption</b>	Residential, office, school, commercial, recreational, service, storage, parking; subject to state maximum thresholds	Residential, mixed-use, stand-alone commercial up to 65,000 square feet (retail excluded)	Defined by city in planned action ordinance; must have been analyzed in city’s EIS
<b>Results in pre-defined conditions for new development (i.e., predictability)</b>	In city codes and development standards	In city codes and development standards	Detailed in planned action ordinance, in addition to city codes and development standards
<b>Possibility of appeal of SEPA review</b>	None for exempted types of development	None for exempted types of development	For EIS only; none for development projects that are consistent with planned action
<b>Length of time remains in effect</b>	No end date; effective until City Council action to discontinue	No end date; effective until City Council action to discontinue	Defined in planned action ordinance; typically 10-20 years
<b>Reduced time and cost of permit process (for applicant and city)</b>	Yes, for exempted types of development	Yes, for exempted types of development	Yes, for nearly all development

## **Public Involvement and Communication Strategy**

### ***Connecting Places & Spaces: Olympia's Downtown Strategy***

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#### **Background**

The Comprehensive Plan includes high level vision and goals for downtown, and directs the City to have a 'plan for downtown.' Intended to implement these vision and goals, this 'plan' is referred to as *Connecting Places and Spaces: Olympia's Downtown Strategy*.

The Downtown Strategy will be developed over a period of approximately 12 months, and will involve a high level of public and stakeholder participation. Staff anticipates hiring an urban design firm plus other consultant experts that may be contracted by that firm (consultant team) to assist with strategy development. The strategy will define a set of prioritized initiatives that will have the greatest strategic impact toward achieving our vision for downtown:

*People walk throughout downtown, shop at its **small businesses**, enjoy its **artistic offerings** and gather at its many **fine restaurants** and meeting places. The **historic Capitol Way** links the **waterfront** and downtown to the **Capitol Campus** invites and attracts **residents** to enjoy the City's **civic spaces**. **Plazas, expanded sidewalks, and art in public places** have stimulated **private investment in residential development**, which, in turn, has greatly increased downtown's **retail and commercial vitality**.*

*Downtown will continue to be an **attractive place to live, work and play**. Future office, retail and residential development will bolster downtown's role as a **regional center and home of state government, commerce, and industry**.*

#### **Downtown will be:**

- Home to **25% of the city's future residential growth**;
- The social, cultural and economic center of the region;
- An attractive and sustainable place to live, work and play;
- A mix of office, retail and residential uses;
- Full of public art, significant landscaping and public spaces;
- A pedestrian and bicycle friendly environment, and
- Protected from the effects of sea level rise.

Since 1994, the City and other public partners have invested over \$120m to construct major public spaces downtown, such as a City Hall, Hands On Children Museum and East Bay Plaza, Heritage Park and Fountain, Market District, and renovations to Percival Landing and the Washington Center for Performing Arts (map is attached.) These strategic investments have forwarded many of our downtown goals, including providing amenities and incentive to spur development of market-rate housing. Although housing goals were slow to materialize during the 1990's and 2000's, since 2012 downtown Olympia has added over 200 multi-family units. Current demographic and market trends provide a strategic opportunity to leverage previous investments to achieve multiple goals for downtown.

**Purpose for a Downtown Strategy:**

A Downtown Strategy will help foster a rich diversity of downtown places and spaces that will attract and support people who live, work and play in downtown Olympia, including 5,000 new downtown residents.

**Fundamental Concept for 2015-2020:**

*Connecting and enhancing downtown places and spaces*

**We will connect and enhance downtown places & spaces by:**

- Reducing uncertainty related to development (for the development community and public) (*i.e., uncertain standards or risks*)
- Encouraging private investment (in terms of both new construction and rehabilitation)
- Enhancing public spaces to create a more active, pedestrian-friendly environment (*sidewalks, art, landscaping, plazas, streets, etc.*)
- Continuing to ensure the environment and historic resources are protected and reinforced by future development

**Goals for the Public Process**

- Follow the public participation goals & policies in the Comprehensive Plan, including:
  - Provide a transparent process that enables open, meaningful and respectful dialogue among a broad array of stakeholders and opinions
  - Provide information and outreach materials through a variety of means
  - Use creative methods to engage under-represented groups and people
- Educate and enable dialogue that builds broader community understanding of current conditions and market opportunities in downtown
- Clearly articulate what is being asked of the public, how their input will be used, and report back about what was heard
- Use visually-oriented, data-driven information
- Build and maintain the momentum of public engagement
- Draw on previous planning efforts – complement them, do not recreate them
- Focus efforts on what is realistic, vital and impactful
- Manage expectations, address false assumptions and provide consistent messages
- Keep the City Council and Planning Commission regularly updated and involved

## Target Audiences

Downtown Olympia is an important destination for a broad spectrum of local and regional community members, as evidenced through multiple City engagement efforts. The following are considered target audiences for Downtown Strategy outreach:

- Olympia residents and outside visitors
- Local organizations, boards and committees
- Property Owners
- Business Owners
- Downtown Residents and Employees
- Developers and Investment Community
- Individual Stakeholders and Interest Groups
- Thurston County and the seven jurisdictions within, in particular the urban Cities of Lacey and Tumwater; Thurston Regional Planning Council
- Utilities and Service Providers (*Intercity Transit, Puget Sound Energy, etc.*)
- City Council, Advisory Boards and department staff

Hereafter, when this plan mentions “public” engagement, this implies all of the above.

## Communication Tools *(see attached Tools & Level of Public Participation document)*

- Open House in April
- Info Sheets
- Festival Booths
- Window displays
- Public workshops
- Website
- Social Media
- Utility Billing
- Street Banners
- E-Newsletter
- TCTV announcements
- Press Releases & E-Blasts
- City Council meetings
- Advisory Board briefings
- Presentations to community groups and other stakeholders
- Possible Surveys (perhaps through Olyspeaks)



## Communication and Outreach

### Points of Contact:

- Amy Buckler - Project Management, Day to Day contact
- Brian Wilson, Day to Day contact
- Leonard Bauer - Management Contact
- Urban Design Firm – Lead for consultant team

### Description of Public Engagement Activities:

#### April Open House

- This engagement opportunity is about the **scope** (actually developing the strategy kicks off in the Fall)
- Inform target audiences: What is *Connecting Places & Spaces*? How can people be involved and when? Share information about known existing conditions in downtown
- Opportunity for the public to comment on the draft scope, with targeted questions about how people want to be involved during strategy development
- Tentative Dates: Wed., April 29 and/or Thurs., April 30, 2015

#### Summer 2015 Engagement Activities

- Continue information campaign:
  - Outreach materials, such as E-Newsletter, utility inserts, website
  - Booths at downtown festivals
  - Downtown window displays
- Gather more information, including update the Inventory of Land Uses (aka, '2010 Economic Development map') and possible surveying of businesses, employees, residents and/or visitors

#### Public 'Workshops' Fall 2015-Spring 2016

*Following is a conceptual framework – details to be negotiated with the consultant team*

- This is where **public engagement in actual strategy development begins**
- Broad, open participation process that engages public/stakeholders in the evaluation of information and alternatives
- A series of public workshops hosted by the City - the first to be held in Fall of 2015
- Some workshop topics may entail more than one day/evening
- Workshops build on each other and inform development of the Downtown Strategy
- The workshops might focus on things like:
  1. **Understanding Downtown Dynamics**
    - Provide geographically-plotted data about current downtown conditions and market opportunities and engage in discussion about downtown dynamics and preferences
    - **Outcomes:** Identify initial market districts and some possible initiatives for further consideration as process moves forward

## 2. View Protection & Skyline Analysis

- Using visual tools, engage a broad array of stakeholders in evaluation of alternatives and preferences for downtown skyline and view protection
- **Outcomes:**
- View protection alternatives to be forwarded to the Planning Commission (OPC) for review, public hearing and recommendation to City Council
- Refined understanding of development and design potential in areas throughout downtown – to be considered as process moves forward.

## 3. Review of Design Standards

- Using illustrative tools, evaluate current and potential design and streetscape standards
- **Outcomes:**
  - Illustrations that graphically express preferred end-states, which can be incorporated into the Downtown Strategy
  - Ideas for alternative standards or approaches to downtown design and streetscape standards - to be considered for inclusion into strategy (*any code changes would be forwarded to OPC for review, public hearing and recommendation to Council*)

## 4. Greening Capitol Way – Phase 2

- Using illustrative tools, review and evaluate ideas from the 2014 Greening Capitol Way process
- **Outcomes:**
  - Understanding trade-offs and community/stakeholder priorities for improvements to Capitol Way

## Roles/Tasks

The following outlines roles and associated tasks for various groups that will be involved in the development of the Downtown Strategy. Examples of possible tasks for the Planning Commission and a 'Stakeholder Group' are identified and will be chartered with involvement of representatives from these groups and the consultant team.

### City Council

**Role:** Decision maker

**Tasks:**

- Define the scope of the strategy
- Members attend public workshops/meetings to listen and observe
- Receive input from all interested individuals and groups
- Provide final direction on the contents of the Strategy
- Adopt the Downtown Strategy



**Council Appointed Advisors:**

**Olympia Planning Commission**

**Role:** Ensure Strategy's consistency with the Comprehensive Plan

*Examples of possible tasks for the Planning Commission are identified and will be chartered with involvement of the Commission and consultant team.*

**Possible Tasks:**

- 1-2 members sit on consultant selection team
- Members attend public workshops/meetings to listen and observe
- 1-2 members participate in 'Stakeholder Group'
- Review final draft strategy and provide final recommendation to City Council regarding the Strategy's consistency with the Comprehensive Plan
- Hold a public hearing and make a recommendation to the City Council regarding any proposed development code changes resulting from strategy
- Receive monthly updates from staff

**Other City Advisory Boards & Commissions**

**Role:** Advise Council and staff on potential initiatives to include in the Strategy

**Tasks:**

- Receive an informational briefing from staff
- In line with scope, make recommendations for initiatives pertaining to expert purpose and role for consideration by staff and City Council
- Members may participate, listen and/or observe public workshops/meetings

**Staff/Consultant Team**

**Role:** Ensure the public process is carried out in accordance with the City's public participation goals and policies and the scope for the Downtown Strategy; research, analysis, writing, development of strategy drafts

**Staff Tasks:**

- Manage RFP/Q process and City's interaction with consultant team
- Creation and maintenance of public engagement materials (with help from consultant team)
- Provide information and presentations to community groups
- Communicate with the Port of Olympia and State Capitol Campus and seek to make connections between the Downtown Strategy and Port of Olympia Real Estate Development and State Capitol Master Plans
- Research, analysis and writing for the strategy (with help from consultant team)

**Consultant Team Tasks:**

*(This is not the RFP/Q, which will be more specific and drafted separately)*

- Prepare data, analysis, illustrations and visual/oral presentations, including:

- Sample text and graphics that can be incorporated into materials;
- Visualization tools for engaging public in evaluating alternatives for downtown view protection and skyline;
- Analyze and make any recommendations for changes to downtown design and streetscape standards, and prepare illustrations that express the desired end state;
- Other specific tasks as outlined in RFP/Q
- Support staff and Stakeholder Work Group in preparation of workshop materials

**Stakeholder Group:**

**Role:** Provide advice to staff & consultants during public process and drafting of strategy  
*Following are examples of possible tasks for a Stakeholder Group - tasks and level of commitment will be fleshed out with involvement of stakeholder representatives and consultant team.*

**Possible Tasks:**

- Provide input to the consultant team and staff to bolster information and analysis
- Review presentation materials and provide comments and suggestions for refinements (*update: staff is rethinking this based on input from stakeholder representatives.*)
- *Update: To make the best use of this group's time, some stakeholder reps have suggested it may be better to convene the stakeholder group at a point in the process when this group can comment on specific strategies and actions to achieve clear desired comes. Staff will continue to confer with stakeholder reps.*
- Endorse the strategy and engage other community members
- No formal decision-making role
- This group convenes in a meeting open to the public

**Group make-up:**

- Made up of key downtown stakeholders and community leaders with a high degree of respect and knowledge of the community and downtown issues
- A maximum of 12-15 people. This group will be more effective if kept to a manageable number of people. Other cities, including Lacey and Tumwater, recommend a maximum of 15 people.
- Suggested representation from:
  1. Olympia Planning Commission
  2. Parking Business & Improvement Area
  3. Olympia Downtown Association
  4. Downtown Neighborhood Association
  5. Visitors & Convention Bureau
  6. Coalition of Neighborhoods

7. Sustainable South Sound (suggested environmental group)
  8. Someone with knowledge of the homeless, shelter, low income housing system (suggestion: the Thurston County Homeless Coordinator or a representative from The Home Consortium)
  9. Key property owner/developer
  10. A Financer
  11. An Architect
  12. Citizen at Large
  13. xxx
- Selection of individuals:
    - Individuals representing established groups (i.e., #'s 1-8) will be asked to appoint their representative to the stakeholder group
    - Other individuals (i.e., #'s 9-12) will be selected by staff based on their expertise, community perspective and ability to work well with others

Public/Target Audiences

**Role:** Participate and share perspective, ideas and preferences throughout the process

**Tasks - If interested:**

- Attend and comment at April Open House
- Put name on Downtown Strategy contact list to receive public notices and information
- Participate in public workshops, listen to other community members and share perspective and preferences
- Provide public hearing testimony to Planning Commission on any Code changes
- Host a staff presentation on the Downtown Strategy for your community group



# Downtown Strategy



## Communication Tools

We will use a variety of methods to inform and engage the public in the development of the Downtown Strategy.

DRAFT - 3/17/15

### Inform

- Website
- Info Sheets and maps
- Flyers, posters and displays
- Utility bill insert
- City E-Newsletter
- Social media – Facebook & Twitter
- TCTV announcements
- Street banners
- News Releases
- Media articles (hopefully)
- Email notices

### Consult

- April Open House
- Public comments
- Staff presentations for community groups
- Possible Survey (maybe Olyspeaks)

### Involve

- Public Workshops\*
- Advisory Boards
- Possible online discussion group on Olyspeaks

\* Detailed format for public meetings will be planned with consultant team. The intention is these are open and interactive opportunities to learn, share and evaluate options.

### Collaborate

- Planning Commission
- Stakeholder Group

# IAP2 Spectrum of Public Participation



International Association  
for Public Participation

*Increasing Level of Public Impact*

## Inform

To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

## Consult

To obtain public feedback on analysis, alternatives and/or decisions.

## Involve

To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.

## Collaborate

To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.

## Empower

To place final decision-making in the hands of the public.

### Public participation goal

### Promise to the public

We will keep you informed.

We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision.

We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.

We will look to you for advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.

We will implement what you decide.

### Example techniques

- Fact sheets
- Web sites
- Open houses

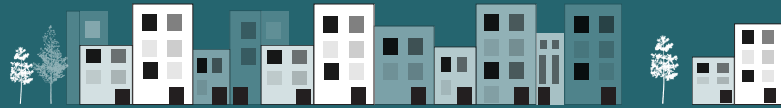
- Public comment
- Focus groups
- Surveys
- Public meetings

- Workshops
- Deliberative polling

- Citizen advisory committees
- Consensus-building
- Participatory decision-making

- Citizen juries
- Ballots
- Delegated decision





# Downtown Strategy Relationships



Last updated on 3/9/2015



Key

-   
Inform
-   
Consult
-   
Involve
-   
Collaborate
-   
Empower

\* Note: The Port is subject to City zoning, Captiol Campus is not.

**Scoping:** During this stage (January-May 2015) we are determining the work that needs to be done during the planning stage (June 2015-2016) to effectively engage the public and make well-informed decisions that will result in a downtown strategy.

## **Principles for the Scoping Process** *(includes input from staff meetings with individual Councilmembers and the 12/11/14 LUEC meeting):*

- Development of the scope is led by the Council’s Land Use & Environment Committee, with a final decision by the City Council
- Identify a clearly-articulated **purpose** that drives a focused scope and direction
- Maintain a planned timeline
- Identify a broad set of issues that affect downtown, and then ...
- Prioritize - Focus efforts on what is realistic, vital to achieving goals and impactful
- Establish a realistic and clear scope for the planning process that:
  - Outlines a tangible planning process that leads to action fairly quickly
  - Sets a path toward identified desired outcomes
  - Is explicit about City and partner roles, timelines and costs
- Draw on previous planning efforts – do not recreate them
- Develop a strong public participation/communication plan that:
  - Is consistent with the Comp Plan Public Participation & Partners chapter:
    - Clearly defines public participation goals and level of impact
    - Involves and builds public & stakeholder partnerships from the beginning
    - Uses a variety of creative methods to reach various stakeholders
    - Engages under-represented groups
    - Allows for meaningful dialogue
  - Uses clear, **consistent**, visual & data-driven information
  - Builds and maintains the momentum of public engagement
  - Articulates the relationship of downtown planning to other related efforts
  - Compliments other related efforts, and vice versa
  - Educates
  - Includes talking points for Council to share when Telling Our Story
- Consider lessons learned from previous planning efforts
- Manage expectations and address false assumptions
- Keep City Council regularly updated and involved

DRAFT Scoping Timeline - Rev. 1/5/15		2015 - Scoping					Develop Strategy	Implementation
Scoping Steps:		JAN	FEB	MAR	APR	MAY	June 2015-June 2016	July 2017-June 2020
1	(LUEC) Develop Proposed Scope (LUEC) Review RFP/Q						Review RFQ/P	
2	Present LUEC recommendations to City Council for feedback and direction			*				
3	"Road Show" to Inform clubs, civic groups & other stakeholders (Staff)							
4	Public Open House & Input Background Data/Information released							
5	Final Council Decision on Scope and Consultant RFP/Q Criteria					*		
6	Developing background and existing conditions report, public outreach materials (Staff)							

**Decisions that need to be made during scoping:**

- “Givens” – What is the downtown strategic plan, how is it updated?
- Geographic boundary
- Year one initiatives (the focus of consultant & other resources, included in public engagement during strategy development)
- Roles and responsibilities (City Council, advisory boards, etc.)
- SEPA approach
- Public participation and communication plan
- Criteria for consultant (RFP/Q)



## Proposed Roles & Responsibilities for Scoping stage:

### Land Use & Environment Committee (LUEC):

- Develop a recommended scope and consultant RFQ criteria for City Council

### City Council:

- Identify specific issues that Council wants public input on in April (March)
- Make final decision on scope, consultant RFQ criteria and Planning Commission Charter (May)

### Advisory Boards:

- If desired, receive information briefing from staff and share any concerns, aspirations

### Planning Commission:

- Establish charter with City Council regarding role in the planning stage (or may be completed over the summer with input from consultant team)
- Host 2 downtown briefings for the public

### Public/Stakeholders:

- Participate in LUEC meetings
- Host a “road show” briefing
- Contact staff with questions
- Attend open house and provide input in April

#### Public Participation Goal:

- Inform & Consult
- Consult (April)

### Staff:

- Support LUEC, City Council – research, provide options, present
- Go on a “Road Show” to frame the downtown strategy for the public, including advisory boards
- Support Planning Commission briefings
- Host open house and gather public input (April) – report back to Council on what was heard (May)
- Draft existing & forecast conditions report
- Develop web page and other public outreach materials

# IAP2 Spectrum of Public Participation



	<b>Inform</b>	<b>Consult</b>	<b>Involve</b>	<b>Collaborate</b>	<b>Empower</b>
<b>Public participation goal</b>	To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.	To obtain public feedback on analysis, alternatives and/or decisions.	To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision-making in the hands of the public.

## **Review of Example Cities' Downtown Plans**

Staff of Olympia's Community Planning and Development Department (CPD) reviewed downtown plans of 14 other cities. The purpose of the review was to identify best practices, or lessons learned, from these cities' experiences. All cities' plans were completed within the past twelve years, providing a picture of short- and medium-term implementation of the plans.

Plans selected were award-winners and/or recommended as high-quality plans by state agency reviewers, professional planning organizations, or peers in the planning profession. They are not necessarily a representative sample of all cities' downtown planning efforts. Five of the plans are from cities in other states, six are Washington cities that are larger and typically have more resources than Olympia, two are similar in size to Olympia, and one is a smaller city. Results of the review are summarized on the following pages.

All plans and implementation strategies were reviewed in detail on the city's websites. Based on that review, three Washington cities' plans (Kent, Bellingham, and Yakima) were selected for interviews with city staff members to get more detailed information on costs, timelines, public participation, and other aspects of the planning process.

## **Lessons Learned/Best Practices**

- Need a clearly-articulated purpose that drives a focused scope and direction (Bothell; Kent; Burien; Yakima)
- Invest in an accurate picture of current conditions and market opportunities (Yakima; Bremerton; Kent; Missoula, MT)
- "District" approach can be helpful for pedestrian-oriented activity areas (Bellingham; Racine, WI; Missoula, MT)
  - Can promote a consistent design or "feel" – creates a "destination"
  - Don't be too prescriptive in defining districts' function– may stifle market response
- City only has direct control in public realm – streetscapes, land use, development and design standards, public placemaking, parking (All examples)
- "Catalyst projects" in public realm alone may not be enough to achieve goals (Burien; Bremerton; Milwaukie, OR)
- Private and non-profit partners are instrumental to success (Walla Walla; Yakima; Bothell; Ventura, CA; Grand Junction, CO)
- Explore all potential tools for implementation (Kent, Bothell, Everett, Bellingham, Walla Walla)
  - Be explicit about city and partner responsibilities, timelines and costs
  - Targeted marketing can be very effective

## **Downtown Plan Examples – Out of State**

### **Racine WI (2005)**

[http://www.cityofracine.org/Adopted\\_City\\_Plans.aspx](http://www.cityofracine.org/Adopted_City_Plans.aspx)

Purpose: Update 1999 DT Plan for large downtown area

Lead: Consultant team

Fundamental Concept: Urban Design focus on districts for core area, greatly increased residential, neighborhood retail and riverfront access

Primary Elements:

- Public Realm Framework (addresses city properties and rights of way)

- Land Use Framework

- Implementation Strategies (27 projects: 18 “catalyst”, 11 “priority”)

Notes: Coordinated with separate parks plan and major street corridor plans. Downtown Development Group was part of Oversight Committee.

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### **Ventura CA (2007)**

<http://www.cityofventura.net/cd/planning/citydesign>

Purpose: Update successful 1993 DT plan for large area (514 acres)

Lead: Consultant team

Fundamental Concept: “Art City” and a housing renaissance through “catalytic projects” in “focus areas” (i.e., districts)

Primary Elements:

- Goals/Policies (with direct actions tied to each one)

- Updated Development Code (FBC)

- Streetscape Plan

- Parking Management Plan (motto: “Park Once”)

Notes: Sidebars with “Consistency References” to highlight how coordinates with city comp plan and other functional plans, and with state laws. Downtown Redevelopment Agency participation in developing plan.

**Milwaukie OR (2013)**

<http://www.milwaukieoregon.gov/planning/fresh-look-milwaukie-downtown-road-map>

<http://www.milwaukieoregon.gov/communitydevelopment/south-downtown-concept-plan>

Purpose: “vision check” to update DT Land Use Framework Plan in 1997 for small downtown (approx. 24 square blocks); integrate with South DT plan for future light rail station area in 2011

Lead: PSU grad student consultant team

Fundamental Concept: Urban design concepts to address area divided from river by major thoroughfare and anticipating light rail stop soon

Primary Elements:

Goals/Policies

Small number of essential elements

Major Partners: None listed

Notes: Small effort; a few public workshops; primarily conceptual

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**Grand Junction CO (2009)**

<http://gjcity.org/LongRangePlanning.aspx>

Purpose: Integrate Strategic DT Master Plan completed by DT Development Authority in 2008 with previous City-developed subarea plans for large DT area

Lead: Apparently in-house staff; no consultant team listed

Fundamental concept: comprehensive plan approach for large area of 3 districts

Primary Elements:

Goals/Policies (high-level)

Implementation Strategies for:

- Land use/zoning
- Design/development standards
- Traffic
- Entryways/signage
- Economic development
- Parks
- City-owned properties

Notes: Comprehensive plan-level policies; not strategic in nature. DT Development Authority had completed a previous plan in 2008 and participated in integrating that plan into City's Greater Downtown Plan.

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**Missoula, MT (2009)**

<http://www.missouladowntown.com/about/downtown-master-plan/>

Purpose: Maintain an already vital downtown, especially in face of recession

Lead: Consultant team

Fundamental concept: Link housing, employment and cultural districts to the "retail hot spot"

Primary Elements:

- Retail
- Open Space (including large, existing riverfront park)
- Housing
- Employment
- Cultural/Visitor
- Circulation (Transportation)

Notes: Still have Macy's store downtown despite mall to south; 57 businesses and organizations contributed financially to DT Plan. DT Business Improvement District, DT Parking Commission, DT Redevelopment Agency, Economic Development Council, DT Association all listed as co-developers of the plan.

## **Downtown Plan Examples – Larger Cities in WA**

(\* = Conducted phone interview with staff)

### **Bothell (2010)**

<http://www.ci.bothell.wa.us/cityservices/planninganddevelopment/DowntownRevitalizationPlan.ashx?p=1448>

Purpose: Re-position town center to create a downtown around a major crossroads that is being re-aligned by WSDOT; update downtown element of mid-1990's comp plan for large area (529 acres)

Lead: Consultant team

Fundamental Concept: Create and market a downtown brand ("Bothell Landing") that captures pent-up demand from captive audience for "convenience living" created by campuses; emphasize major investment in capital projects

Primary Elements:

- Vision (districts)
- Strategic Actions (capital projects and development standards)
- Branding and Promotion
- Private Sector Coordination

Notes: 4-year planning process; city priority for implementation, including primary emphasis of CFP, separate web page to promote brand and recruit private investment. WSDOT, UW-Bothell, community college partners in development of the plan as major property owners who planned to build new facilities.

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### **\* Bellingham (2014)**

<http://www.cob.org/services/planning/urban-villages/downtown-district.aspx>

Purpose: Update successful 2002 City Center Master Plan for 249-acre downtown

Lead: in-house staff

Fundamental Concept: Comprehensive plan for downtown; goals and policies for each element

Primary Elements:

- Development, Design and Sustainability
- Land Use
- Activities/Tourism
- Parks, Open Space and Placemaking (including "opportunity areas")
- Transportation/Streetscape

Parking  
Implementation Strategy (separate document incl. dev regs, design stds,  
capital projects)

Notes: includes section highlighting “decade of accomplishments” of 2002 plan;  
branded the planning process “my downtown”; heavy on public process through  
many tools; maps illustrate different, overlapping districts from past plans; 4-year  
process; additional plans for Port Waterfront (planned action) and for Old Town  
(both adjacent to Downtown)

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**\*Kent (2013)**

<http://kentwa.gov/content.aspx?id=23718>

Purpose: Updates successful 2002 DT Plan/Planned Action and 2005 DT Strategic  
Action Plan for large area (552 acres)

Lead: Consultant team

Fundamental Concept: Start with 8 principles (very high-level – more like “themes”)  
vetted through public process; update to a “Vision 2030” for 5 districts;  
comprehensive plan approach; adopt updated planned action ordinance (144 acres)  
and SEPA infill exemption (408 acres) to promote investment

Primary Elements:

- Existing Conditions (incl. trends and projections; very well done)
- Vision 2030 (districts)
- Goals/Policies/Actions (47 actions – 4 timing phases over 20 years w/  
general cost estimates; feed them into CFP and budget)
- Land Use
- Urban Design
- Housing
- Transportation
- Parks
- Environmental Sustainability
- Public Safety
- Utilities
- Economic Development

Notes: 2-year process branded as “venture downtown Kent”; in addition to updated  
planned action, adopted infill exemptions to SEPA review – both have similar  
thresholds

**Everett (2006)**

<http://www.everettwa.org/default.aspx?ID=871>

Purpose: Revitalize downtown with housing and regional attractions

Lead: consultant team

Fundamental Concept:

- Regional attractions
- Livable neighborhoods
- Enhanced mixed-use retail and business activity

Primary Elements:

Land Use  
Open Space  
Transportation  
Streetscape  
Public Safety  
Implementation Action Plan

Notes: Planned Action SEIS completed in 2009

---

**Shoreline (2011)**

<http://www.cityofshoreline.com/government/departments/planning-community-development/planning-projects-archive/town-center-subarea-plan-and-development-code>

Purpose: Create a town center along 17-block area of Aurora Avenue

Lead: Apparently in-house; no consultant team listed

Fundamental Concept: Promote desired redevelopment through adopted vision; use variety of public tools to implement

Primary Elements:

Vision (Environment-Economy-Social Equity)  
Goals/Policies  
Example Illustrations: Streetscapes, Gateways, Redevelopment of Key Sites  
Recommended Actions (e.g. FBC, up-front environmental review, design standards, reduced parking standards)

Notes: Also adopted CRA



**\*Yakima (2013)**

<http://www.yakimawa.gov/services/downtown/>

Purpose: Downtown Master Plan to re-activate retail in long-dormant downtown

Lead: Consultant team

Fundamental Concept: Use game-changer public project (Plaza) and detailed Retail Plan focused on core corridor segment, plus address adjacent corridor segments

Primary Elements: (scope set at beginning of project)

- Retail Plan (Including detailed recruitment strategies and a task force to implement)

- Urban Design

- Public Space and Amenities

- Parking and Transportation

- Development Standards

Notes: Also featured a technical advisory committee. Retail strategy very strong; urban design element takes focus off main corridor. Partners continue to implement under leadership of city economic development coordinator. Large Steering Committee incl. Council ED Committee members and numerous stakeholders groups, e.g. property owners, restaurant/wineries, trolley group, downtown hotels, arts groups, entertainment/theater/festivals

## **Example Downtown Plans – Comparable-Sized Cities in WA**

### **Bremerton (2007)**

<http://www.ci.bremerton.wa.us/display.php?id=972>

Purpose: Activate fairly small waterfront downtown through major projects to take advantage of large amount of pass-through ferry traffic (i.e., make more of a destination)

Lead: in-house staff

Fundamental Concept: Strong analysis of existing conditions and market; address issues through public actions to improve urban design and streetscape; partner with other public entities where possible on catalyst projects

Primary Elements:

- Existing Conditions report
- Urban design strategies and principles
- Streetscape and parking
- Development Standards

Notes: 1-year process; pretty high-level plan; also CRA

---

### **Burien (2000 & 2002)**

<https://www.burienwa.gov/index.aspx?NID=71>

Purpose: Phase I Concept Framework for an expanded/revitalized town center; Phase II Public/Educational/Cultural focus

Lead: Consultant Team for each phase

Fundamental Concept: public partnership for catalyst project (city hall/library/parking garage mixed use building); increase housing to support revitalized retail

Primary Elements:

- Goals/policies
- Urban design concepts (incl. a town square plaza)

Notes: Catalyst project completed; town square and housing not materialized; small retail fairly strong

## **Example Downtown Plans – Smaller Cities in WA**

### **Walla Walla (2004)**

[http://www.wwjcd.org/index.asp?Type=B\\_LIST&SEC={CAEF7949-14CE-47B5-9544-DE75A571E621}#5E49BF1B-E5E6-4B41-9E08-7867120E3008](http://www.wwjcd.org/index.asp?Type=B_LIST&SEC={CAEF7949-14CE-47B5-9544-DE75A571E621}#5E49BF1B-E5E6-4B41-9E08-7867120E3008)

Purpose: Re-activate downtown; take advantage of growing wine-tourism and historic buildings

Lead: Consultant team

Fundamental Concept: Comprehensive plan for fairly small downtown

Primary Elements:

Goals/policies (addresses all comprehensive plan elements)

Strategic actions (5 phases of actions over 20 years)

Notes: very broad and comprehensive; very clear implementation matrix for actions. Recommended consideration of CRA. DT Walla Walla Foundation; Housing Authority assisted in development of the plan.

## Retail Revitalization Strategy

The retail revitalization strategy includes implementation actions designed to accelerate the revitalization of downtown Racine based on market analysis findings and design concepts. The strategy is detailed in the report entitled *Downtown Racine Retail and Entertainment Strategy*, prepared by Economics Research Associates.

The document includes:

- Conditions affecting retail success.
- Strategies for recruitment of retail anchor tenants.
- Strategies for recruitment of smaller storefront tenants.
- Tactical approaches to retail implementation.

The report notes that “One of Downtown Racine’s strengths is the number of local retailers,” and that “these businesses should be nurtured rather than displaced by chain stores that can be found anywhere in the country.”

Recommended actions include recruiting more restaurants, specialty shops and galleries as well as everyday neighborhood businesses such as a stationery store and laundromat. Downtown is expected to be able to support approximately 180,000 SF of new retail space by 2025.

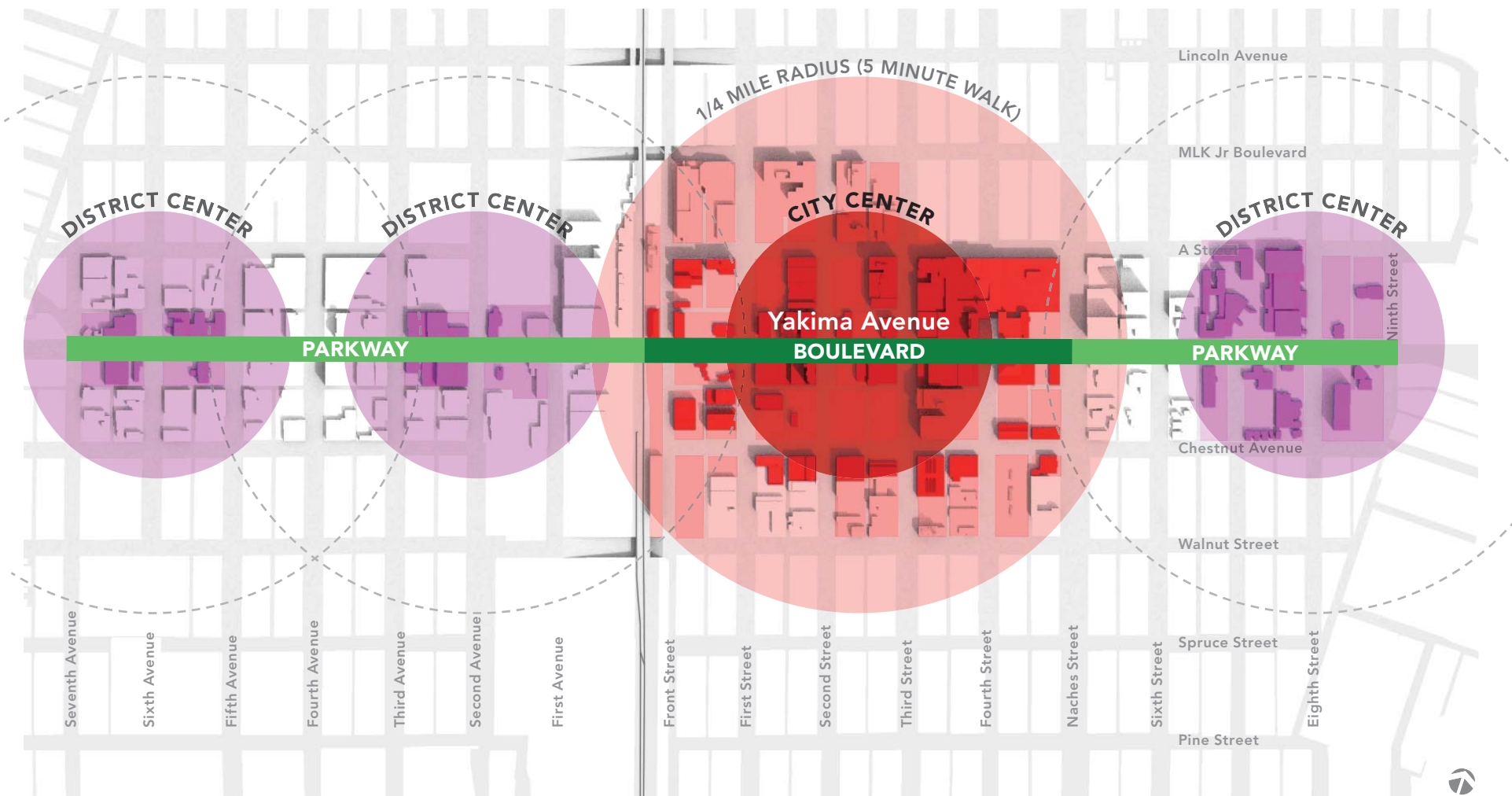
Key development projects identified include a new parking ramp at 5th Street and Wisconsin Avenue to serve retail in the downtown retail core, as well as a new “five- to six-screen specialty cinema theater.”

Creation of an organization offering development incentives is also suggested; its funding would be through philanthropic support, to catalyze private development in downtown through such means as revolving loans at lower-than-market rates and matching funds for downtown projects.



Main Street - Primary Retail Street

FUNDAMENTAL CONCEPT



## C. THE ENVISIONED FUTURE DOWNTOWN

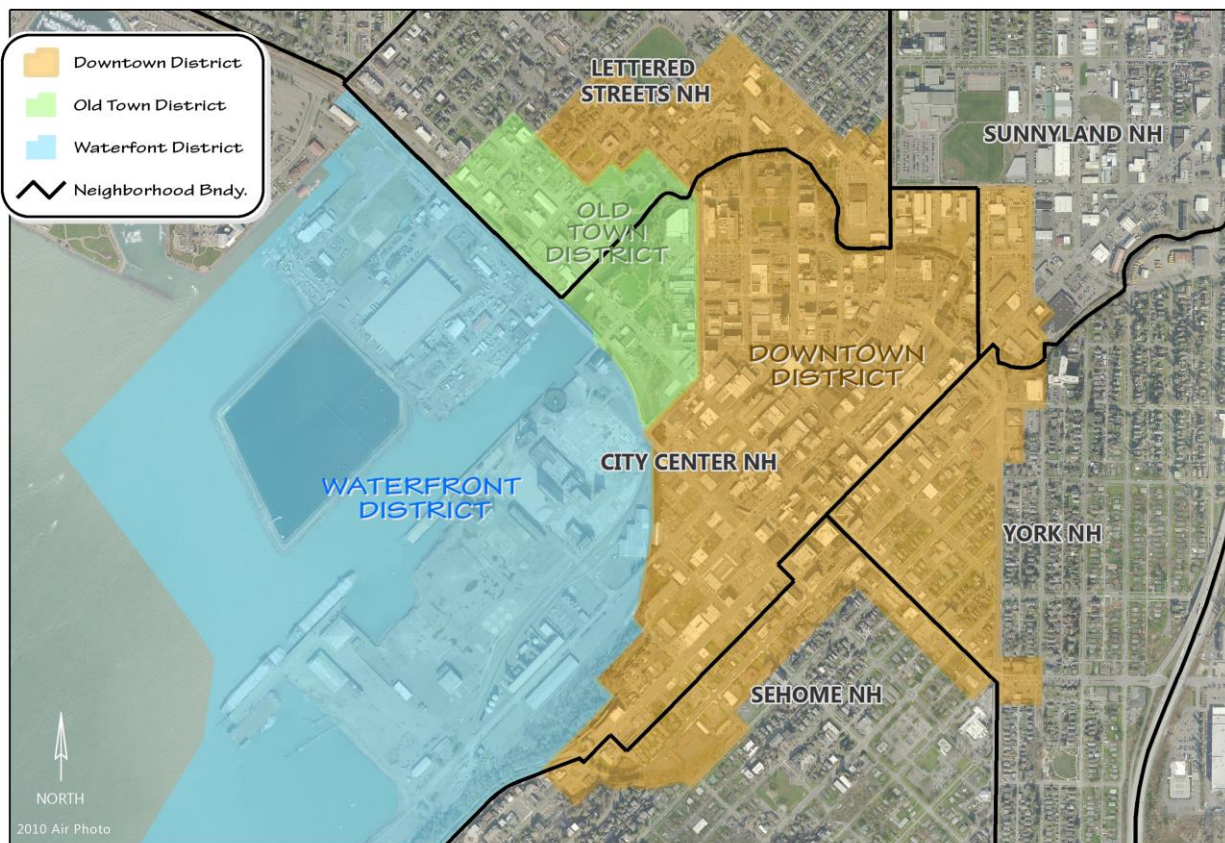
This section provides an overview of the desired physical outcomes intended to result from implementing the combined regulations and planned public actions contained in this Plan.

The Downtown Subarea is composed of a multitude of privately held properties and miles of public rights-of-way under public ownership. The overarching purpose of the Downtown Plan is to orchestrate investment in changes made to this multiplicity of properties to produce greater value than any separate development could achieve, by providing a common purpose that all investors can rely upon, contribute to, and derive value from. This section describes the common purpose to which all investments shall be directed: a vision of the future that is sufficiently specific to provide a common purpose, yet broad enough to respond to opportunities and to the changes in the marketplace that will inevitably arise.

Note: The specific outcomes described and illustrated in this section are not part of the formal regulating code, and new development proposals will not be required to mimic the specific designs presented in the illustrations.



FIG. 1.1 A VISION OF POTENTIAL FUTURE DEVELOPMENT IN DOWNTOWN BOTHELL SHOWING ONE SCENARIO FOCUSING ON REDEVELOPMENT IN THE CORE AREA



#### ***Downtown – Part of the “City Center Neighborhood”***

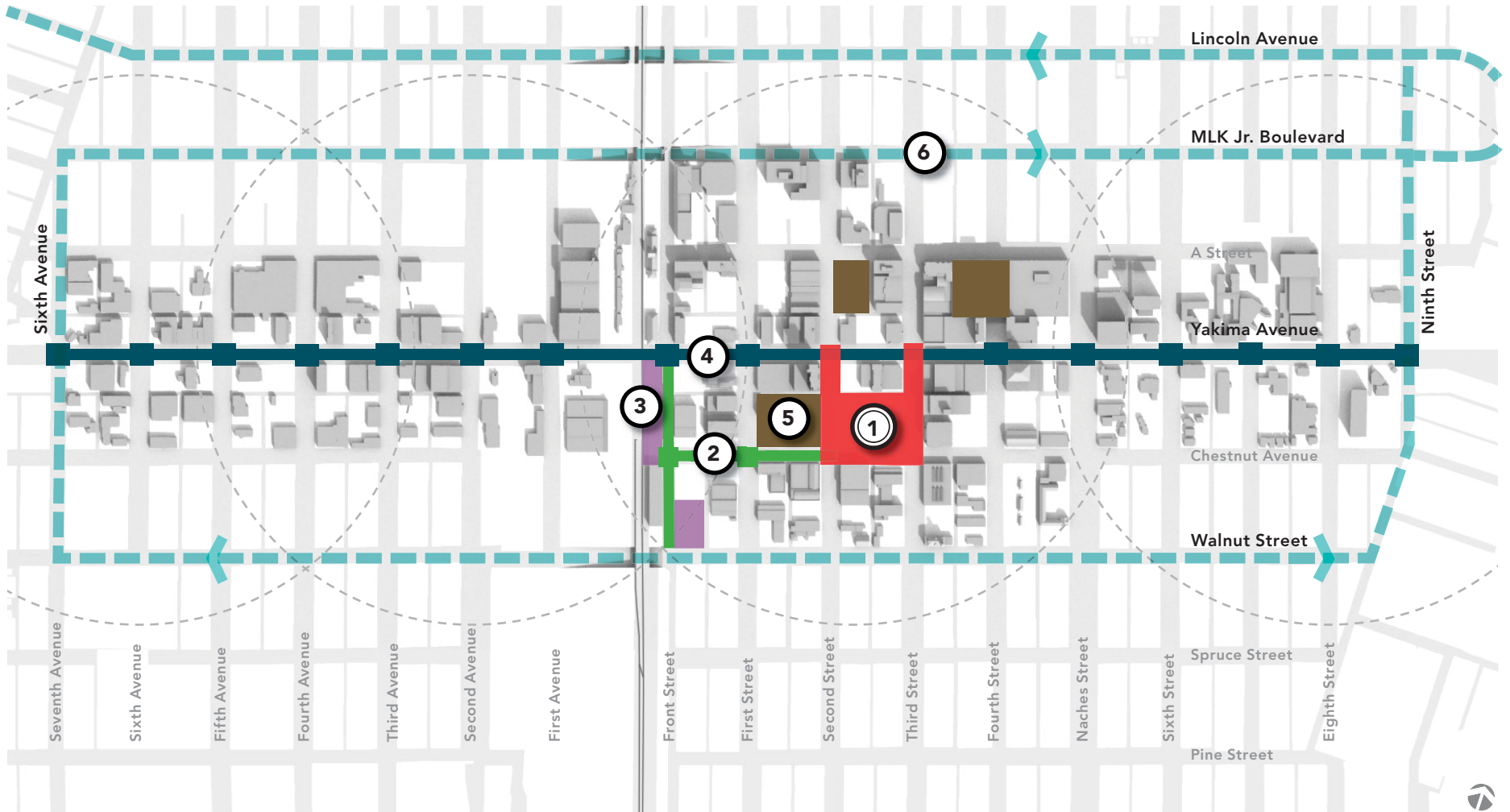
Downtown, along with portions of the Old Town and Waterfront Districts, comprise the City Center Neighborhood. The City Center Neighborhood Plan unites the three districts under a common planning umbrella, while the goals, policies, and regulations for each are contained within the plans and development codes for each individual area.

### **A Decade of Downtown Accomplishments**

Since adoption of the *City Center Master Plan* in 2002, considerable progress has been made on many of the community-identified goals for Downtown:

- **People want to live Downtown.** One of the most dramatic changes in Downtown Bellingham’s recent history has been its emergence as an urban residential neighborhood. More residents Downtown create a stronger sense of community and a larger pool of customers supporting Downtown business;
- **Habitat in the Whatcom Creek corridor has been restored** through cleanup efforts in Maritime Heritage Park and replacement of non-native with native species, and the creek corridor and trail system have become a natural urban sanctuary;

**GAME-CHANGER & ESSENTIAL PROJECTS**



**Game-Changer Project**

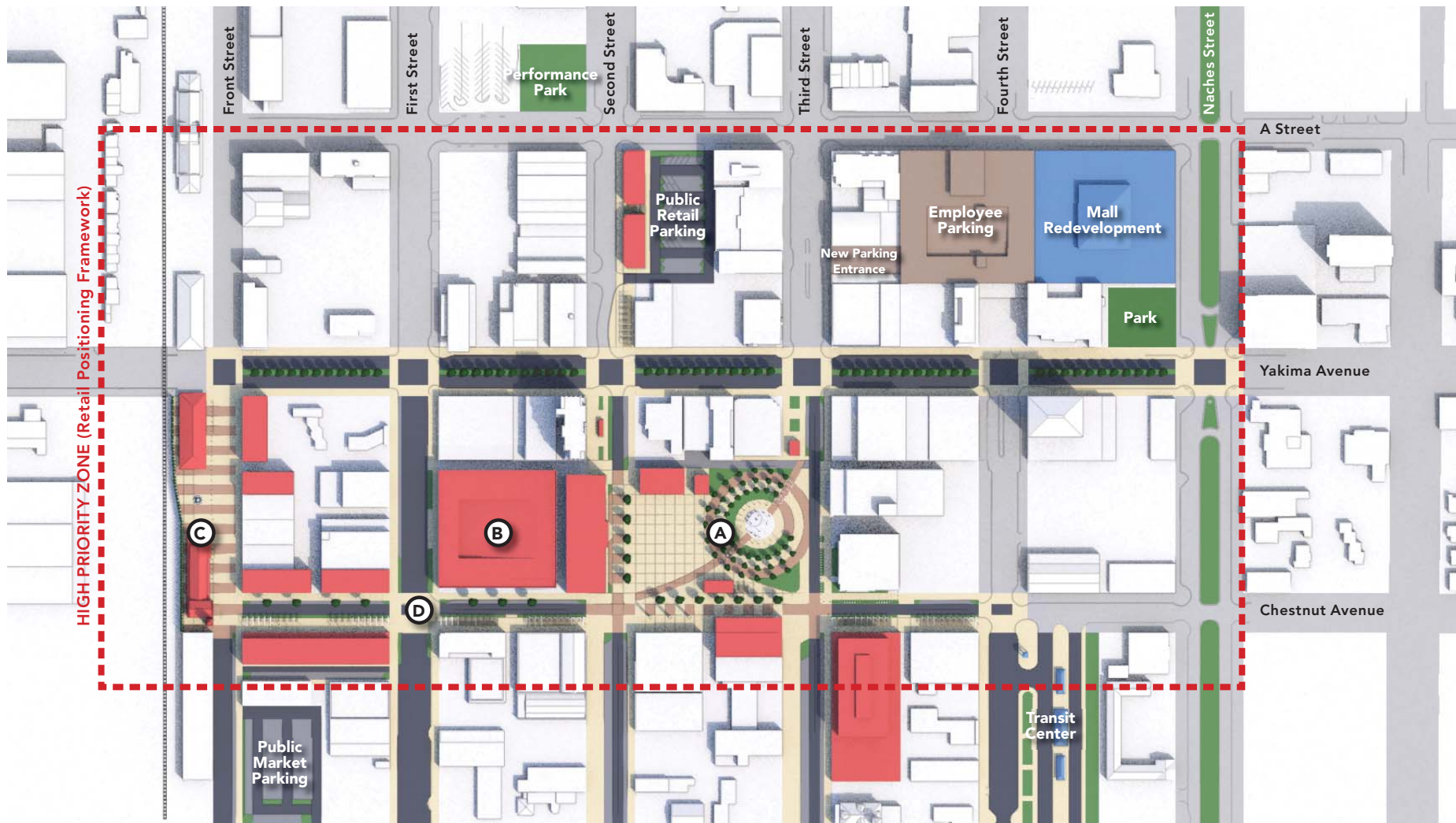
- 1 Yakima Plaza

**Essential Projects**

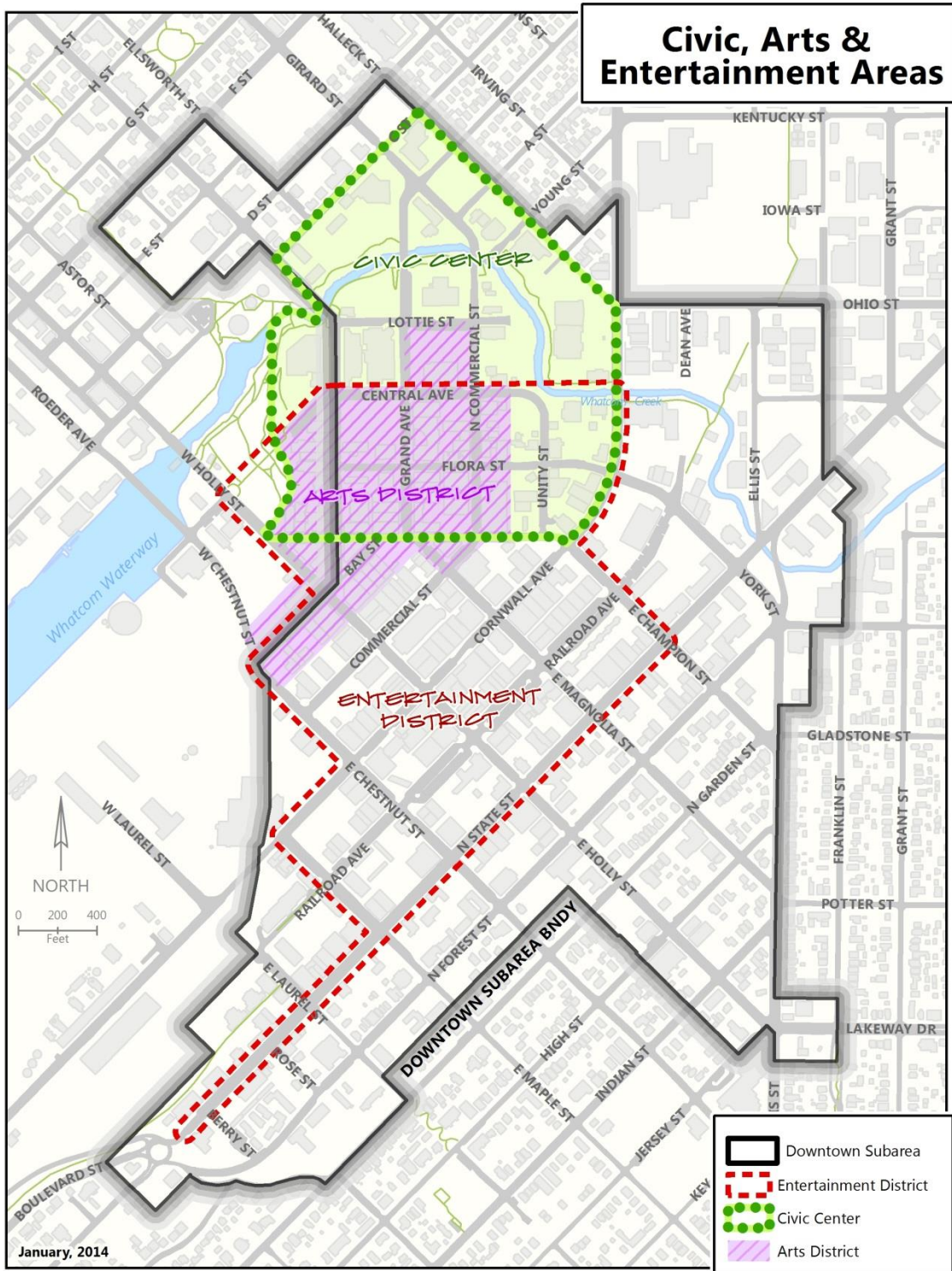
- 2 Retail Main Street (Front & Chestnut Streets)
- 3 Public Market (Mercado)
- 4 Yakima Avenue
- 5 Downtown Parking Strategy
- 6 Diversion Study
- 7 Policy Updates
- 8 Zoning Ordinance Update
- 9 Design Guidelines
- 10 Downtown Street Standards



CITY CENTER CONCEPT



- New Development
- A Yakima Plaza
- C Public Market
- Parking
- B Retail Parking Structure
- D 'Chestnut Main Street'



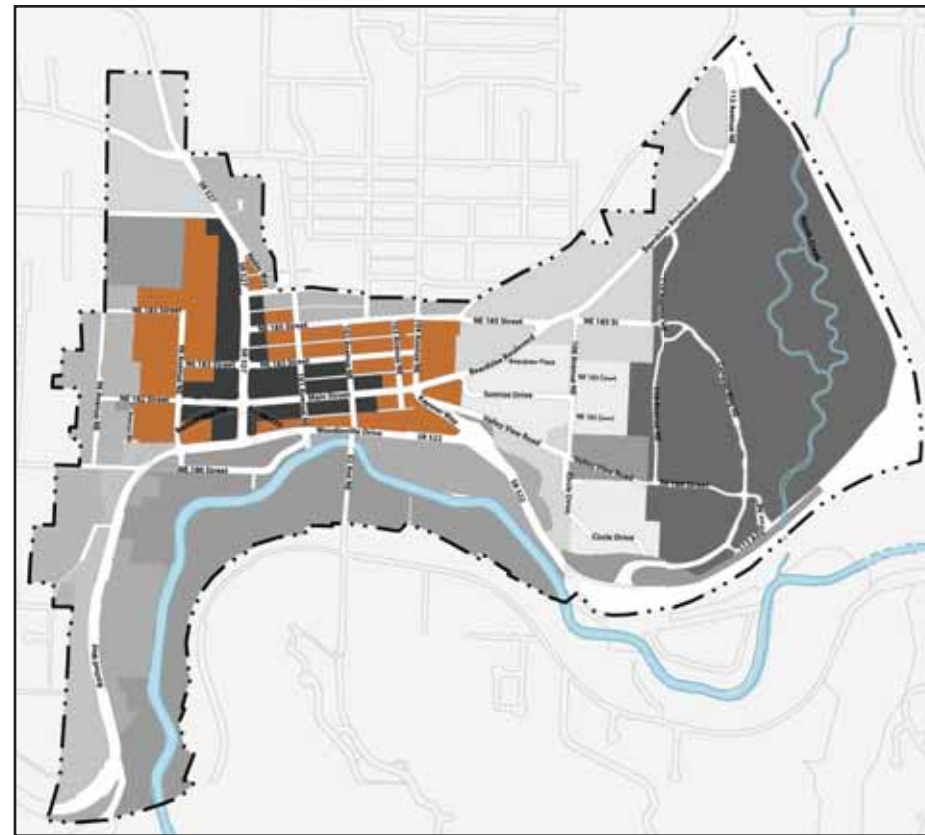
### 3. THE DOWNTOWN NEIGHBORHOOD DISTRICT

The Downtown Neighborhood District completes the part of the subarea that most people will primarily identify as “Downtown.” Figure 1.20 shows the boundaries of the Downtown Neighborhood District. Overall, downtown is distinguished from its surroundings by its urban character – by the obvious difference in development intensity. This is visible in the form of downtown buildings built significantly closer together, closer to the sidewalk, and with a greater mixture of uses. The Downtown Neighborhood shares all of these distinguishing physical characteristics with the Downtown Core, with two key differences. First, buildings in the Downtown Neighborhood will more typically (but not exclusively) be single-use. Rather than featuring ground level retail or restaurant uses at all frontages, the urban housing and offices in Downtown Neighborhood buildings will more often extend to the ground level. Second, the Downtown Neighborhood provides a transition between the Downtown Core and the characteristically less urban and more residential uses beyond in Downtown Transition districts. In another type of transition, the Downtown Neighborhood mediates in some instances between the Downtown Core and Downtown Corridor districts. Finally, the Downtown Neighborhood also creates a transition between the Downtown Core and the Riverfront Overlay and Park at Bothell Landing areas.

For those who would like to live or work in the center of the City, but who prefer not to do so directly “above the store,” the Downtown Neighborhood will provide a comfortable and attractive neighborhood for both living and working. It will offer a wide range of urban housing types not easily found elsewhere in town. Regulations governing the Downtown Neighborhood will result in artfully composed urban buildings built close to the sidewalk, and featuring richly articulated windows and doorways, building forecourts, terraced urban gardens, front stoops and bay windows. Enforcing design standards that ensure Downtown Neighborhood blocks will be composed of similar building types will allow a combination of uses – homes, offices, lodging – that contribute to the convivial character of the district. Guidelines will also shape new buildings to relate in scale to existing buildings within and next to the district. And of course, everyone in the Downtown Neighborhood will be just a few minutes’ walk from shops, restaurants, cafes, and various nightlife amenities of the Downtown Core, as well as improved transit facilities.

Figure 1.21 is a “bird’s-eye” illustration of a pattern of potential build-out of the Downtown Neighborhood west of the SR 527. Figure 1.22 is an illustration of how new buildings could relate in scale to existing buildings within the Downtown Neighborhood east of SR 527. Figures 1.23 through 1.27 show the intended character of streets and buildings in the Downtown Neighborhood. Figure 1.28 illustrates the character of architecture and streets within the Downtown Neighborhood District west of SR 527, showing the potential connection to Pop Keeney Stadium from the curve linking 98<sup>th</sup> Avenue NE to NE 185<sup>th</sup> Street.

See District Requirements in 12.64.102 and other Development Regulations in 12.64 for regulations governing design and development in this District.



**FIG. 1.20 DOWNTOWN NEIGHBORHOOD DISTRICT ZONE**



**FIG. 1.21 BIRD'S-EYE VIEW - WEST**

*Downtown Neighborhood area west of SR 527*



**FIG. 1.22 BIRD'S-EYE VIEW - EAST**

*Downtown Neighborhood area east of SR 527*



**FIG. 1.23 AND 1.24 PEDESTRIAN ENVIRONMENT**

*While still urban, sidewalk environments in the Downtown Neighborhood District Zone may include a planting strip with street trees and a narrow landscaped setback.*



**FIG. 1.25 AND 1.26 HOUSING TYPES**

*The Downtown Neighborhood will feature a variety of urban housing types with downtown services and amenities a few steps away.*



**FIG. 1.27 RESIDENTIAL CHARACTER**

*Residential Buildings in the Downtown Neighborhood Zone will be built close to the sidewalk.*

**d) Improve Main Street**

Main Street remains and is projected to continue as the historic heart of Bothell. All priority short-term catalyst projects are designed to capitalize on immediate opportunities while supporting Main Street businesses. Furthermore, many traffic and transit improvements will keep Main Street fully integrated with surrounding roads and development as downtown grows. Specific Main Street improvements include:

*1) Main Street Extension:*

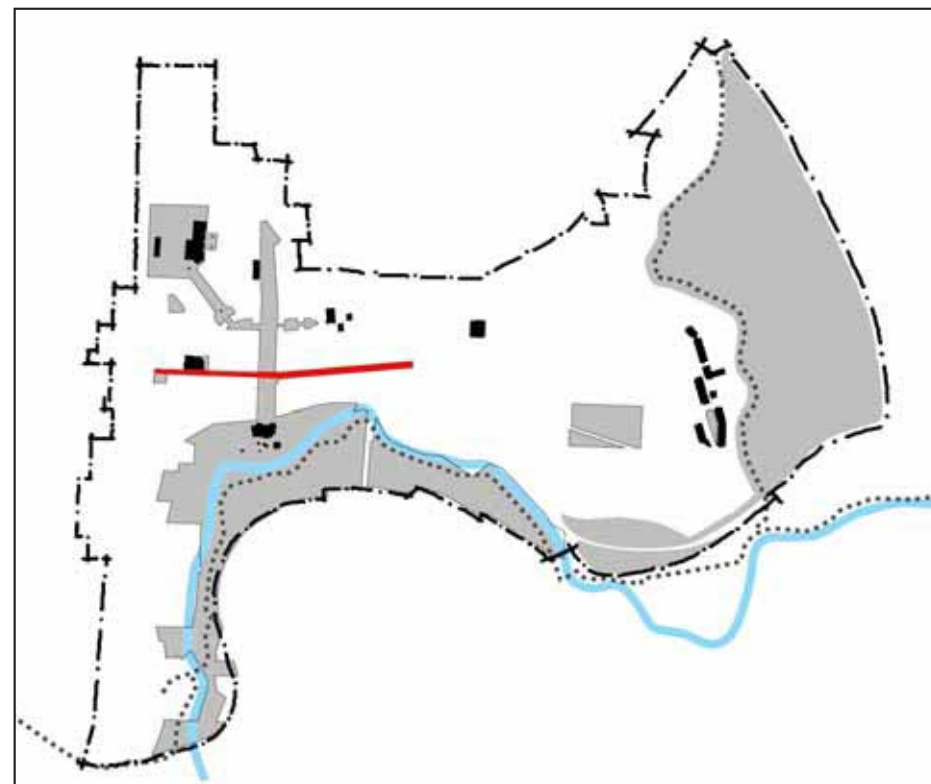
The Crossroads project described above will allow the extension of Main Street to the west across Bothell Way, linking it to the library and new development on the Northshore School District site. The Main Street extension may be planned in conjunction with the Main Street enhancements project below.



**FIG. 2.15 BIRD'S-EYE PERSPECTIVE RENDERING OF ENVISIONED MAIN STREET AREA**



**FIG. 2.16 ILLUSTRATIVE PLAN VIEW OF MAIN STREET AND ITS EXISTING AND NEW INFILL FRONTAGE DEVELOPMENT ON BOTH SIDES OF SR 527**



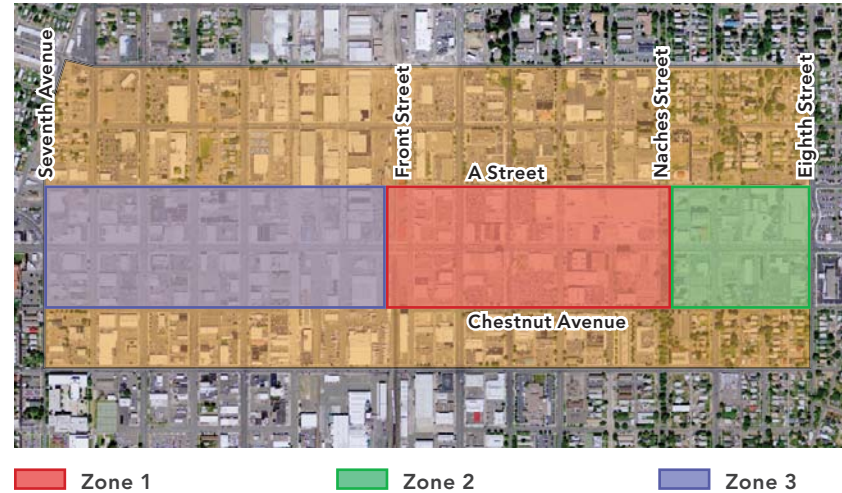
**FIG. 2.14 NETWORK OF PUBLIC PLACES - KEY MAP**  
*Main Street Improvements*



**FIG. 2.17 BUSES CURRENTLY OPERATE ON MAIN STREET PROVIDING ESSENTIAL SERVICE TO DOWNTOWN BOTHELL**  
*View east on existing Main Street as seen from 101<sup>st</sup> Avenue NE in 2006.*

The Retail Strategy for Downtown Yakima should be guided by a retail zoning framework that identifies three specific retail zones within the Downtown, each with different retail characteristics and priorities, as follows:

- **Zone 1**– should be positioned as a lifestyle zone, and encourage activity generating uses and retail that fosters a vibrant atmosphere. Retail focus should be on food and beverage, local products/retail businesses, convenience and entertainment and leisure.
- **Zone 2**– is intended for retail uses that support tourist retail needs, with a focus on food and beverage, convenience and comparison shopping, culture and arts.
- **Zone 3**– is a less vibrant area intended for general retail needs that serve the Yakima population, such as housewares, interiors, furniture, lighting, electronics, DIY, grocery and other comparison goods.



ACTION	MONTHS TO COMPLETE	PRIMARY RESPONSIBILITY
1) Set up a Retail Task Force	3	City & Council
2) Draft retail related zoning and design guidelines	3	City Planning Department
3) Establish policies and criteria that provide a framework for retail incentives	3	City Planning Department
4) Establish short-term and discounted leases for vacant or underutilized municipal property to encourage retail growth in the Downtown. (City should lead by example and encourage private developers/landlords to do similar)	Ongoing once policies are in place	City & Council
5) Develop a marketing strategy	3	City
6) City officials attend retail conferences or trade shows such as the annual Retail Convention (RECON) in Las Vegas	Ongoing	City & Council
7) Identify potential sponsors/sponsorship opportunities for catalyst projects (eg. expansion of Millennium Plaza park)	6	City

## **Downtown Excerpts from the Final Draft of the Comprehensive Plan Update**

### *Note:*

- *Other goals and policies in the Comprehensive Plan not specifically addressing downtown may apply on other grounds. For example, environmental protection standards and other programs and services that apply citywide (e.g., parks, utilities)*
- *Policies of the Shoreline Management Program will be incorporated into the Comprehensive Plan before the 2016 update deadline.*
- *The Economy chapter has a great deal more background text regarding downtown than is included here.*

### **[Start of Comp Plan Text]**

#### **Forward**

In order to meet our vision of a more vibrant and pedestrian-friendly **downtown**, the City will need flexibility to respond to changing market conditions over the 20-year planning period. (1<sup>st</sup> paragraph)

#### **Introduction Chapter**

##### **Sea Level Rise**

Over the next twenty years, sea level rise will continue to be a key challenge facing Olympia, and therefore a key priority. As the challenge unfolds, the City of Olympia is prepared to respond thoughtfully and competently to the threat of flooding in **downtown**. As the heart of our City, **downtown** can and will be protected. *(Several more mentions of downtown in this section ...)*

##### **Other Key Challenges**

**Integrate Shoreline Management Program (SMP):** Olympians value ample public space along their marine shoreline and waterways to balance growth **downtown**.

**Revitalize Our **Downtown**:** Located on Puget Sound and along the Deschutes River, **downtown** is the site of many historic buildings and places, and is home to many theatres, galleries, and unique shops as well as the State Capitol. At the same time, Olympia's **downtown** has yet to become the walkable, comfortable place the community desires. To add vibrancy while retaining our desired small town feel will require more **downtown** residents, better amenities, attractive public spaces, green space, thriving local businesses, and integrated standards for design.

**Address Climate Change and Sea-Level Rise:** Sea-level could rise in Olympia by 50 inches or more over the next century due to warming of the oceans and settling land. This will put much of Olympia's **downtown** at risk of flooding since it lies only one to three feet above the current highest high tides. Over the next 20 years, the City will continue to explore how to address sea-level rise impacts on our **downtown**.

## **Community Vision/Values Chapter**

### **Our Natural Environment**

... As a result of this cooperative effort, Olympia will enjoy a dense tree canopy that will beautify our **downtown** and neighborhoods ...

### **Land Use**

*Olympians value ... a walkable and comfortable **downtown**; ... public spaces for citizens in neighborhoods, **downtown**, and along our shorelines.*

... Through collaboration with other agencies and partners, our urban waterfront will be a priceless asset, eventually running along the Deschutes River from Tumwater's historic buildings, down past Marathon and Heritage parks to Percival Landing and the Port Peninsula ...

... Capitol Way will be a busy and historic boulevard linking the waterfront and **downtown** to the Capitol Campus. By creating plazas, expanded sidewalks, and public art in public places, we will stimulate private investment in residential and commercial development, increasing **downtown** Olympia's retail and commercial vitality ...

### **Transportation**

... Sidewalks, both in compact, mixed-use neighborhoods and **downtown**, will encourage walkers to stop at shops and squares in lively centers near their homes ...

... Parking lots for car commuters will be located on the edges of **downtown**, hidden from view by offices and storefronts ...

### **Economy**

... The City's investment in the **downtown** will encourage market-rate housing, many new specialty stores and boutiques, and attract visitors to places such as Percival Landing, the Hands on Children's Museum, and our many theatre and art venues ...

### **Public Services**

... By adopting "affordable" housing program criteria, the City will help assure all residents can meet their basic housing needs ... this would contribute to reducing the cost of City police and social services and make the **downtown** more attractive for businesses and visitors ...

## **Land Use Chapter**

### **Introductory Text**

Our community seeks to:

- ... Phase urban development and facility extension outward from the **downtown** area
- ... Focus higher residential densities **downtown**, along urban corridors, and near neighborhood centers.

We envision:

- ... A process for exploring the unique possibilities of each area with special attention given to **Downtown** ...

### **General Land Use Area**

... Development will be carefully designed to integrate with the adjacent transportation system, and with key features such as **downtown** and the hospitals.

**PL1.7** Enable frequent transit service, support housing, utilize existing infrastructure, provide public improvements and concentrate new major shopping, entertainment and office uses **downtown**, in the medical services area of Lilly Road, near the Capital Mall, and in the urban corridors.

### **Urban Design, Historic Structures and Built Form**

... Study participants particularly valued Olympia's waterfront, **downtown**, the Capitol Campus, the older established neighborhoods, and views of the Olympic Mountains and the Black Hills ... Specifically, they liked the portions of **downtown** where buildings form a continuous edge along the street, where it is interesting to walk, and where awnings protect people from the rain.

**PL6.7:** Create attractive entry corridors to the community and neighborhoods, **especially downtown** and along **urban corridors**; to include adopting design standards and installing significant special landscaping along community-entry corridors.

**PL12.3** Seek opportunities to create or enhance town squares framed by commercial or civic buildings, pocket parks, plazas and other small public or private spaces in **downtown** or other high-density areas.


**PL11.5** Encourage the efficient use and design of commercial parking areas; reduce parking space requirements (but avoid significant overflow into residential areas); support parking structures, especially **downtown** and in urban corridors; and designate streets for on-street parking where safe.

**PL14.1** Establish eight gateways with civic boulevards that are entry/exit pathways along major streets to **downtown** Olympia and the Capitol.



**PL14.2** Concentrate housing into three high-density Neighborhoods: **Downtown** Olympia, Pacific/Martin/Lilly Triangle; and the area surrounding Capital Mall. Commercial uses directly serve high-density neighborhoods and allow people to meet their daily needs without traveling outside their neighborhood. High-density neighborhoods are highly walkable. At least one-quarter of the forecasted growth is planned for **downtown Olympia**.

## Focus Areas

... In addition to the focus areas described below, the City works with the State of Washington in its preparation of the [Capitol Campus Master Plan](#)  and with the Port of Olympia in its planning of its properties including the Port peninsula. Included in these efforts is the continuing goal of integrating these areas with **downtown** Olympia ...

**PL15.1** Maximize the potential of the Capital Mall area as a regional shopping center by encouraging development that caters to a regional market, by providing pedestrian walkways between businesses and areas; by increasing shopper convenience and reducing traffic by supporting transit service linked to **downtown**; by encouraging redevelopment of parking areas with buildings and parking structures; and by encouraging multifamily housing.

## Downtown and other Neighborhoods

### Downtown Olympia

A community needs a "heart." For our community, the **downtown** area performs this role, not just for our city, but for the larger region. **Downtown** Olympia thus deserves and receives special attention. A city with a thriving **downtown** has more potential for bolstering community spirit and providing a healthy local economy.

Olympia's **downtown** includes over 500 acres. It is bounded generally by the State Capitol Campus, Capitol Lake, Budd Inlet, and Plum Street. This area includes Olympia's retail core, State and other office uses, and access to the waterfront, and is the center of most major transportation links. It is the social, cultural, and economic center of the area.

**Downtown** will continue to be an attractive place to live, work and play. Future office, retail and residential development will support **downtown's** role as a regional center and home of state government, commerce, and industry. Given its history, physical location and established identity, **downtown** Olympia will continue to be the heart of Olympia and the region.

**GL17:** Regional urban activity is centered in **downtown** Olympia.

**PL17.1:** Adopt a **Downtown** Plan addressing - at minimum - housing, public spaces, parking management, rehabilitation and redevelopment, architecture and cultural

resources, building skyline and views, and relationships to the Port peninsula and Capitol Campus.

**PL17.2:** Include public art and public spaces in the **downtown** landscape.

**PL17.3:** Through aggressive marketing and extra height, encourage intensive **downtown** residential and commercial development (at least 15 units and 25 employees per acre) sufficient to support frequent transit service.

**PL17.4:** Encourage development that caters to a regional market.

**PL17.5:** Coordinate with State of Washington and Port of Olympia to ensure that both the Capitol Campus plan and Port peninsula development are consistent with and support the community's vision for **downtown** Olympia

**PL17.6:** Landscape the **downtown** with trees, planters and baskets, banners, community gardens and other decorative improvements.

**GL18: Downtown** designs express Olympia's heritage and future in a compact and pedestrian-oriented manner.

**PL18.1:** Regulate the design of **downtown** development with specific but flexible guidelines that allow for creativity and innovation, enhance historic architecture and recognize distinct areas of downtown, and do not discourage development.

**PL18.2:** Require that **downtown** development provide active spaces, adequate sunlight and air-flow and minimize 'blank' walls at street level.

**PL18.3:** Require development designs that favor pedestrians over cars by including awnings and rain protection that blend with historic architecture, create interest, and minimize security and safety risks; development designs should also foster cultural events, entertainment, and tourism.

**PL18.4:** Provide for private use of public lands and rights-of-way when in the best interest of the community.

**PL18.5:** Design streets with landscaping, wide sidewalks, underground utilities and a coordinated pattern of unifying details.

**PL18.6:** Designate 'pedestrian streets' where most of the frontage will have 'people-oriented' activities and street-level buildings will have a high proportion of glass. Prohibit parking lots along these streets, except when preserving scenic views and instead provide surface parking along other streets.

**PL18.7:** Plant, maintain, and protect **downtown** trees for enjoyment and beauty; coordinate planting, with special attention to Legion Way and Sylvester Park and a buffer from the Port's marine terminal.

**PL18.8:** Limit drive-through facilities to the vicinity of the Plum Street freeway interchange.

**PL18.9:** Limit building heights to accentuate, and retain selected public views of, the Capitol dome.

**GL19:** Downtown's historic character and significant historic buildings, structures, and sites are preserved and enhanced.

**PL19.1:** Promote the **Downtown** Historic District to provide a focal point of historic interest, maintain the economic vitality of **downtown**, and enhance the richness and diversity of Olympia.

**PL19.2:** Minimize damage to significant historic features or character during rehabilitation projects.

**PL19.3:** Design new development and renovations so they are compatible and harmonious with the established pattern, alignment, size and shape of existing **downtown** area.

**PL19.4:** Incorporate historic buildings into redevelopment projects and restore historic facades

### **Sub-area Planning**

... Twelve planning areas, including **downtown**, are to be established ...

## **Appendix A – Future Land Use Map Designations (Definitions)**

### **– See map**

**Residential Mixed Use.** To provide opportunities for people to live close to work, shopping, and services, this designation provides for high-density multifamily housing in multistory structures combined with limited commercial uses in parts of **downtown**, near the State Capitol Campus, and near urban corridors and other activity centers.

**Central Business District.** This designation provides for a wide range of activities that make **downtown** Olympia the cultural, civic, commercial and employment heart of the community. A dense mix of housing, pedestrian-oriented land uses and design and proximity to transit make a convenient link between **downtown**, the State Capitol, the waterfront, and other activity centers in the region. The scale, height and bulk of development reinforce **downtown** Olympia's

historic character, buildings, places and street layout.

**Industry (On Port).** This designation provides for heavy industrial development, such as manufacturing, transportation terminals and bulk storage, and complementary commercial uses in locations with few land use conflicts, minimal environmental constraints, and adequate freight access.

**Urban Waterfront.** Consistent with the State's Shoreline Management Act, this designation provides for a compatible mix of commercial, light industrial, limited heavy industrial, and multifamily residential uses along the waterfront.

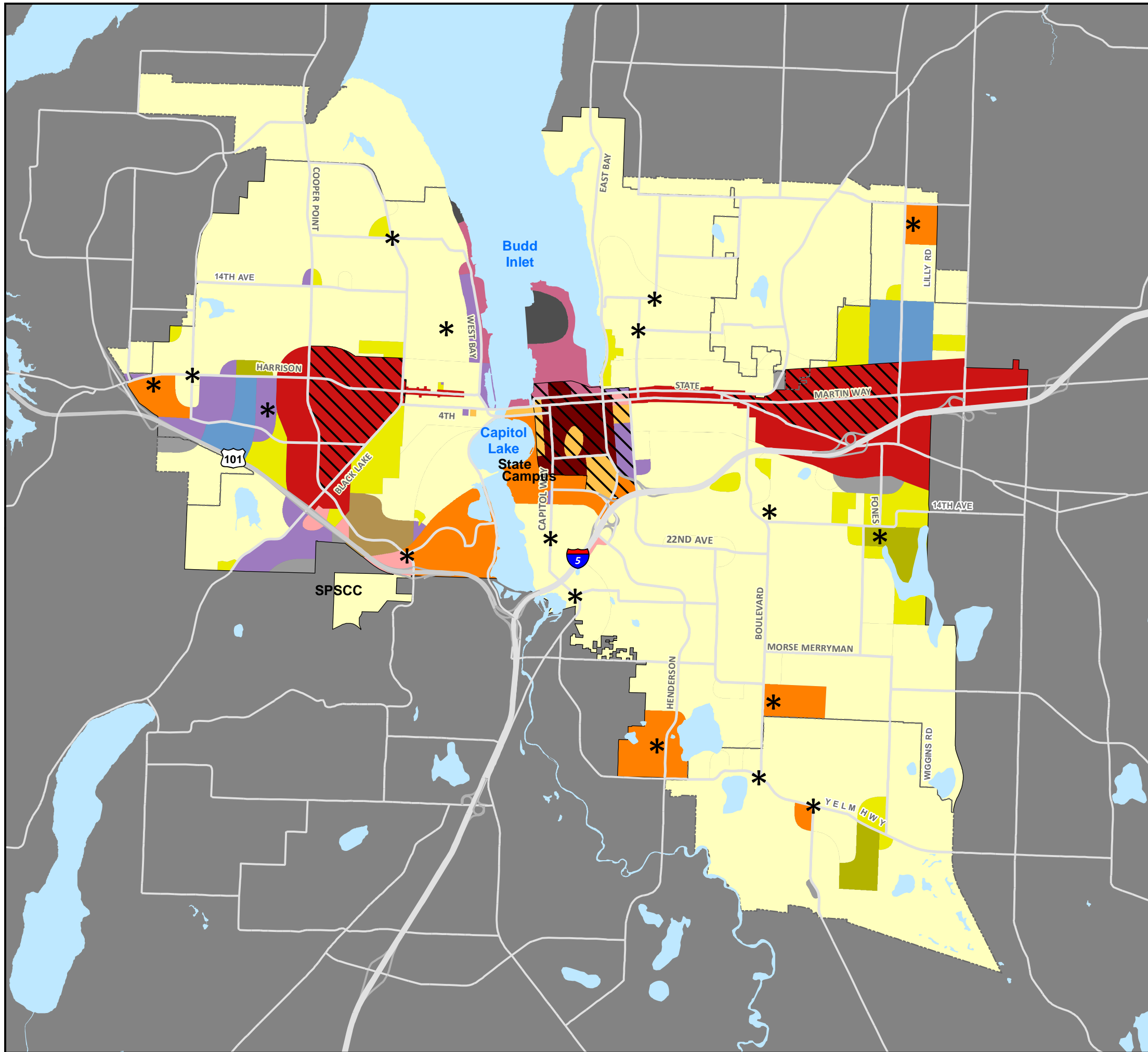
**Planned Developments (Capitol Campus).** This designation includes areas of **mixed uses** where specific 'master plans' are required prior to development. These master plans are prepared and proposed by one or a few parties and subject to review and confirmation by the City. This designation is intended to achieve more innovative designs than in conventional developments but which are also compatible with existing uses in the area. Innovative designs may include offering a wider variety of compatible housing types and densities, neighborhood convenience businesses, recreational uses, open space, trails and other amenities. Generally residential densities should range from seven to thirteen units per acre, but the specific mix of land uses will vary with the zoning, environment, and master plan of each site. In addition to a variety of housing types, these areas may include neighborhood centers as described below. Each of the two planned developments along Yelm highway may include a larger neighborhood-oriented shopping center with a supermarket. The planned development designation also includes retaining certain existing, and potentially new, manufactured housing parks in locations suitable for such developments. Two unique planned developments include substantial government office buildings and related uses - these are the Capitol Campus; and Evergreen Park, which includes the site of the Thurston County courthouse.


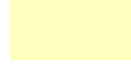
















**Professional Offices & Multifamily Housing (a few blocks west of Plum).** This designation accommodates a wide range of offices, services, limited retail uses specifically authorized by the applicable zoning district, and moderate-to-high density multifamily housing in structures as large as four stories.

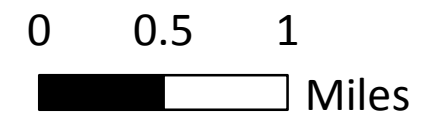
**High-Density Neighborhoods Overlay:** Multi-family residential, commercial and **mixed use** neighborhoods with densities of at least 25 dwelling units per acre for residential uses that are not re-using or redeveloping existing structures. New mixed-use developments include a combination of commercial floor area ratio and residential densities that are compatible with a high-density residential neighborhood. The height in these neighborhoods will be determined by zoning and based on the "Height and View Protection Goals and Policies."

# Future Land Use

City Council Public Hearing Draft, 2014



-  High Density Neighborhoods Overlay
-  Low Density Neighborhoods
-  Medium Density Neighborhoods
-  Mixed Residential
-  Neighborhood Centers
-  Residential Mixed Use
-  Planned Developments
-  Professional Office & Multi-family Housing
-  Urban Corridor
-  Urban Waterfront
-  Central Business District
-  General Commerce
-  Auto Services
-  Medical Services
-  Light Industry
-  Industry
-  City Limits
-  Urban Growth Area



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.

## **Transportation Chapter**

### **Land Use**

**GT13:** A mix of strategies is used to concentrate growth in the city, which both supports and is supported by walking, biking, and transit.

**PT13.1:** Consider increasing allowed densities in the **downtown core** and along parts of the urban corridors, while maintaining lower densities in the periphery of the City.

**PT13.2:** Consider a geographically-influenced impact fee based on costs that would likely incentivize development or redevelopment in the **downtown core** and along parts of the urban corridor.

**PT13.3:** Consider incentives to address the specific challenges **downtown** redevelopment faces.

**PT13.4:** Promote infill in close-in neighborhoods and increased land-use density in activity centers and **downtown** to reduce sprawl, car trips, and to make the best use of the existing transportation network.

### **Downtown and City Center Transportation Issues**

**“Downtown”** is defined as the area bounded by the bridges to the west, Marine Drive to the north, Eastside Street to the east, and Union Avenue to the south. The **“City Center”** is defined as the downtown the Capitol Campus, and the Port.

City Center traffic levels vary throughout the day. For the most part, no new roadways are proposed here, based on the existing land-use plan and expected development. The area is a well-connected grid-street network that can handle large volumes of traffic, and where plans are in place to provide excellent support to pedestrians, bicyclists and transit riders. Traffic congestion will continue in the City Center, but the City is focused on moving people and goods instead of accommodating only vehicles.

Some intersections in City Center will continue to be congested during morning and evening rush hours. But because the City Center is a strategy corridor, widening is not an option. Future capacity will come from improvements to walking, biking and transit.

The City works with the Port of Olympia to establish and maintain truck routes between Interstate 5 and the Port’s marine terminal, which are now Plum Street, Olympia Avenue and Marine Drive. Any proposals to change these routes must consider, at a minimum, traffic impacts, pedestrian and bicyclist safety, the Port of Olympia, and the potential noise and air quality effects they could have on adjacent properties.

The Port of Olympia’s investment in redeveloping the East Bay area since the mid-1990s has created new street connections that improve access and mobility in northeast City Center. The

Thurston Avenue-Olympia Avenue connection from East Bay Drive to Jefferson Street has greatly improved access into the north part of the City Center, and now provides a new east-west route option.

#### **4th and 5th Avenue Corridor Study**

In 1991, the City began a multi-stage study of the 4th and 5th Avenue corridors in an effort to improve transportation between the City Center and the Westside. The study looked at ways to reduce congestion and improve access and safety for walking and biking. It also studied how the City could help maintain the livability of nearby neighborhoods, enhance City Center vitality, protect the environment, improve the appearance of the corridor, and improve access for buses and carpools.

The study recommended a new three-lane bridge, roundabouts, and a significantly enhanced street system for walking and biking. This corridor planning was critical to the City's ability to fast-track these projects after the 2001 earthquake and complete them by 2004. A new four-lane bridge to replace the old, two-lane bridge would have been a simple solution to congestion. But the City's decision to build a three-lane bridge kept its commitment to building human-scale street system, while at the same time, reducing congestion.

A three-lane bridge still allows two lanes to exit the downtown, which provided the greatest potential to alleviate congestion that could bring downtown to a standstill.

Additionally, the new roundabouts greatly improved traffic flow in the corridor, reducing delays and collisions – as well as the potential severity of any collision.

Wide sidewalks, flashing light systems for crosswalks, roundabouts, and bike lanes enhanced access for bicyclists and pedestrians. Viewing areas on the bridge, art and a new park in the corridor transformed this transportation facility into a destination itself.

This project -- one of the City's largest and most visible -- demonstrated for the first time its major commitment to providing many travel options for its citizens. And it demonstrated how a transportation project can do more than just move cars. It can enhance the character of a City.

#### **Olympia's Downtown Streetscape Strategy**

The 2003 Downtown Streetscape Strategy Report provides a design template for streetscape improvements for Olympia's Downtown. Streetscape improvements will focus on public right-of-way improvements rather than zoning or development standards.

The City expects the strategy will be applied over the long term, through the combined efforts of annual capital improvements, streetscape improvements, and partnerships with other public and private agencies.

### **East Downtown Streetscape**

The east downtown area is defined as the area bounded by Plum Street on the east, Adams Street on the west, State Avenue on the north, and 7th Avenue on the south. A market analysis indicated that new types of commercial and residential development are becoming feasible in this area.

The 2003 Olympia East Downtown Development Plan calls for east downtown to feature a mix of commercial activities and housing types within a walkable neighborhood setting. Specific streetscape improvements have been defined to help achieve the vision for this district.

Improvements for 4th, State, Cherry, Chestnut, and Legion in the east downtown have been defined and incorporated in the development standards to guide public- and privately-funded improvements to these streets.

### **Downtown Growth and Transportation Efficiency Center (GTEC)**

In 2007, the City Council established a "Growth and Transportation Efficiency Center" for downtown Olympia with the specific goal of reducing the commute trips of its some 20,000 City Center employees. A dense City Center will help meet the City's land-use, transportation, environmental, and economic goals. But only by reducing trips will it be able to have an effective transportation network and a dense, vibrant downtown.

### **Capitol Way Study**

In 2005, the City studied the safety and transportation issues along the Capitol Way Corridor from 14th Avenue to Carlyon Avenue. Through a series of workshops, the City asked the community about potential multimodal improvements and to help define the unique historic, environmental, and community values in the corridor.

Many neighborhood residents told the City they were concerned about the history of accidents at the curve south of 25th Avenue, pedestrian crossing safety, vehicle speeds, the lack of a bicycle route, and the impacts of increased traffic volumes. They also identified the historic and neighborhood character elements they wanted preserved in the corridor.

This study explored roadway design options that would help solve problems identified by these residents, including a possible three-lane roadway configuration. The City found, however, that reducing the number of vehicle travel lanes from four to three would increase congestion to an unacceptable level.

In the end, the City developed a four-lane option that addressed some of the safety and mobility concerns expressed by the public.



## **Utility Chapter**

### **City-Owned Utilities Working Together**

... We will need a coordinated effort to protect our **downtown** from the flooding that could result from a sea rise scenario of 50 inches by 2100 ...

### **Drinking Water On Tap**

... The City also provides transmission and distribution of Class A Reclaimed water to customers in a limited area of **downtown** Olympia ...

### **Rainfall, Runoff & Surface Water**

**GU11:** The City uses best available information to implement a sea level rise management plan that will protect Olympia's **downtown**.

**PU11.1:** Evaluate different scenarios for sea level rise, including varying magnitudes and time horizons, and develop a progression of adaptation and response actions for each scenario.

**PU11.2:** Develop plans, cost estimates and financing options for addressing sea level rise that include regulatory, engineering and environmentally sensitive solutions.

**PU11.3:** Maintain public control of **downtown** shorelines that may eventually be needed to help manage flood water.

**PU11.6:** Partner with government entities and other key stakeholders, such as, the federal government, State of Washington, LOTT Clean Water Alliance, Port of Olympia, Squaxin Island Tribe, downtown property owners, businesses and residents, environmental groups, and other interested parties.

### **Waste Resources**

## **Public Health, Arts, Parks & Recreation Chapter**

**GR3:** A sustainable park system meets community recreation needs and Level of Service standards.

**PR3.5:** Beautify entry corridors to our City and our neighborhoods, giving priority to street beautification **downtown** and along [Urban Corridors](#)

**GR8:** Arts in Olympia are supported.

**PR8.7:** Establish and promote a theater and entertainment district in **downtown** Olympia

## **Economy Chapter**

***See the opening text of this chapter for more extensive background information. Some points that pertain to downtown:***

- As 25 % of the State government workforce retires, there will likely be a demand for more downtown multifamily housing for young workers and seniors and senior-oriented services and activities for the retiring workforce
- Retail is the county's third largest employment sector, but it provides an average living wage that is just under what the City estimates is needed for a single adult in Olympia.
- The Port owns 200 acres along Budd Inlet near Olympia's central business district. The Comprehensive Scheme of Harbor Improvements, the Port's development plan for its Olympia properties, includes industrial uses in the vicinity of the Marine Terminal, recreational boating uses at the Swantown Marina and Boatyard, and mixed uses in the Market, North Point, and East Bay Districts. Recreational uses are envisioned throughout its mixed-use districts and the Marina. For example, the East Bay District is a significant investment and downtown redevelopment opportunity, home to the Hands On Children's Museum and East Bay Plaza.
- The City should continue to seek opportunities for direct partnerships with the college on program development, capital facilities planning and student housing. A physical presence in our downtown could create opportunities for both the City and the College

### **Downtown Olympia**

**Downtown** Olympia is a special place. For many years it has served as Thurston County's only **downtown**. It has the only urban waterfront in the region, attracting recreational boaters from throughout Puget Sound. It has the only performing arts center, is the region's banking sector and is the recreational hub for the region.

**Downtown** Olympia is also home to the state's largest farmers operated farmers' market. The Olympia Farmers' Market serves as a link to a substantial network of small family-owned farms and businesses. The market serves as a tourist attraction and destination and a place for local residents to purchase local food. Farmers Markets have proven to be a good way to foster the development and expansion of locally owned businesses. In recent years small neighborhood markets are beginning to appear in Olympia with the hope of fostering more neighborhood centers and even more accessibility to locally grown and produced products.

Thursday, Friday and Saturday evenings see the streets of **downtown** come alive with theater patrons, diners and live music fans. Recent enhancements such as the Hands on Children's Museum, East Bay Plaza, LOTT Clean Water Alliance's WET Center and Percival Landing reconstruction add to downtown's status as a destination.

The proximity of the Capital Campus to downtown creates a strong relationship between the campus and downtown that is enhanced by the presence of the Dash Shuttle, an Intercity Transit bus that operates on 10 minute headways. This free link between the downtown and the state campus is helpful for downtown commerce and a convenience to workers and visitors that come to Olympia to participate in the State Legislative sessions.

Downtown remains a work in progress and the City has invested heavily from both a capital facilities and services perspective. From 2012 to 2014 the City has used an action oriented program known as the Downtown Project to effect change. The Downtown Project has included key elements such as enhancing the downtown walking patrol, replacing parking pay stations, creating a Downtown Ambassador program, establishing an Alcohol Impact Area, and construction of parklets to name just a few.

The City has initiated a community Renewal Area (CRA) planning process for downtown. The Community Renewal Area law was created by the state specifically to give communities the tools that they need in order to help areas such as the downtown move forward. Washington law (RCW 35.81) allows cities to establish a Community Renewal Area through the designation of a geographic area that contains blight and the creation of a Community Renewal Plan for addressing that blight. Many Washington cities have used CRA to develop and implement redevelopment plans, including Vancouver, Shoreline, Everett, Bremerton, and Anacortes.

Olympia's downtown is the urban center for the entire region - residents and business owners would all benefit from a more active, vibrant downtown. However, parts of downtown are widely recognized as "blighted", with several condemned or obsolete buildings occupying key properties. Soil contamination, excessive amounts of surface parking, soils subject to liquefaction and rising seas also contribute to the blight. Redevelopment is stuck despite the area's unparalleled assets. The City has an interest in improving the downtown and enhancing its economic productivity in a manner consistent with the rest of this plan. The creation of a CRA may be one way to accomplish this objective.

In 2013 the City initiated an economic development planning process to consider creating a Community Renewal Area in downtown and to provide an assessment of the broader real estate market. This process resulted in the preparation of two key reports: "Investment Strategy: Olympia's Opportunity Areas" and the Downtown Olympia "Community Renewal Area Feasibility Study". These reports will help to refine the City's approach to economic development over the coming years and underpin the City's Community Renewal Area planning process.

The Investment Strategy report provided a community wide assessment of key redevelopment opportunity areas. In addition to downtown, six geographic areas were examined in detail:

- Kaise/Harrison Potential for neighborhood commercial / mixed-use / retail district on large single-ownership tract
- Olympia Landfill City owned, potential major retail site adjacent to existing major retail area

- Division/Harrison Potential neighborhood center adjacent to established neighborhoods
- Headwaters Large multi-ownership parcel with wetland amenity and infrastructure challenges
- K-Mart Site (currently vacant) on major close-in retail corridor

### **Downtown Focus Area for Community Renewal Area Planning**

The Investment Strategy report recommends that the City manage its development area assets as a portfolio that adheres to the community vision. This approach includes: (1) strategically investing in infrastructure improvements, such as roadways, streetscape improvements, and property acquisition; (2) making necessary or desired regulatory adjustments, such as zoning changes; and (3) creating partnerships with developers and property owners to generate development returns that remain sensitive to market demand.

The CRA Feasibility Study provides the outline and support materials for the ultimate creation of a CRA in **Downtown** Olympia.

Key findings related to **downtown** from the Feasibility Study include:

- Demand from those users who need to be downtown (such as state government, the Port, and related uses) is not a growing part of the economy.
- The redevelopment hurdle downtown is higher than other locations because of higher land and construction costs.
- Commercial rents are not yet high enough to justify new commercial construction in Downtown Olympia.
- Office rents have decreased as vacancies have increased.
- Retail rents are more stable, but have also decreased.
- Low vacancy rates and modest rent increases for apartments citywide, as well as some anecdotal evidence suggest that there is near-term demand for multifamily housing.
- Over \$100 million of public investment has been made downtown by the City and Port of Olympia in new buildings and parks, including a new City Hall, the Hands On Children's Museum, LOTT Clean Water Alliance offices, East Bay Plaza, and Percival Landing.

### **Recent capital investments have included:**

- Olympia's new City Hall and the reopening of Percival Landing (Phase 1) in 2011, together an investment of over \$60 million.
- In the East Bay area, the LOTT Clean Water Alliance's WET Science Center, East Bay Plaza, and the Hands On Children's Museum are providing more family activities downtown.

Over the next 20 years, Olympia must continue to make judicious "up-front" investments that bring development to targeted areas, using its partnerships as effectively as possible. To keep them affordable, such investments will need to be located in the **downtown**, Investment Strategy Report opportunity areas or Urban Corridors. Projects that "leap-frog" to remote sites

outside of our existing infrastructure can be prohibitively expensive to develop.

In addition to the City's work on the Community Renewal Area Olympia has recently established a Section 108 Loan Program. This program leverages the City's annual CDBG Allocation to create a loan pool to promote economic development opportunities within our community. These funds must be used in a manner consistent with the Department of Housing and Urban Development's regulations. Generally these funds can be used to support economic development projects that create jobs for low to moderate income people or support reinvestment in areas such as **downtown** where low to moderate income people live.

**GE3:** A vital **downtown** provides a strong center for Olympia's economy.

**PE3.1:** Support a safe and vibrant **downtown** with many small businesses, great public places, events, and activities from morning through evening.

**PE3.2:** Support lively and active **downtown** parks and waterfront attractions.

**PE3.3:** Promote high-density housing **downtown** for a range of incomes.

**PE3.4:** Protect existing trees and plant new ones as a way to help encourage private economic development and redevelopment activities.

**PE3.5:** Support continuation of the Dash Shuttle as a means of linking the Capital Campus and **downtown**.

**PE3.6:** Use tools such as the **Downtown Project, Community Renewal Area downtown plan** and other planning processes and tools to improve the economic and social health of downtown.

**GE4:** The City achieves maximum economic, environmental and social benefit from public infrastructure.

**PE4.6:** Economic uncertainty created by site contamination can be a barrier to development in **downtown** and elsewhere in our community; identify potential tools, partnerships and resources that can be used to create more economic certainty for developments by better characterizing contamination where doing so fulfills a public purpose.

**PE4.9:** Collaborate with public and private partners to finance infrastructure needed to develop targeted commercial, residential, industrial, and mixed-use areas (such as **Downtown** Investment Strategy Report opportunity areas and along Urban Corridors) with water, sewer, electricity, street, street frontage, public parking, telecommunications, or rail improvements, as needed and consistent with the Comprehensive Plan.

**PE6.4:** Prepare preliminary studies for priority development sites (such as **Downtown**, Investment Strategy Report opportunity areas or Urban Corridors) in advance, so the City is prepared for development applications, and the process can be more efficient.

**PE6.8:** Encourage The Evergreen State College, St. Martin's University, and South Puget Sound Community College to establish a physical presence in **downtown**.

**PE6.9:** Collaborate with hospitals and other health care providers to identify actions the City could take to support their role in ensuring public health and their vitality as a major local employment base and to establish a physical presence in **downtown**

### **Theater**

... The Arts Alliance of Downtown Olympia determined that in 2009, local theaters brought 167,000 people **downtown** to attend more than 500 live performances, primarily in the evenings and Sunday matinees. The industry had a \$3.8 million operating budget, and brought in an estimated \$1.6 million to the community in local pay and benefits.

### **Public Services Chapter**

**GS9:** New low-income housing is created to meet demand.

**PS9.4:** Continue to encourage development of single-room occupancy units **downtown**, along **urban corridors**, and in other areas where high-density housing is permitted. This could include encouraging alliances between public, private, and nonprofit organizations.

# **Proposed Downtown Plan**

Draft of June 15, 2012

**Proposed to be adopted concurrently with updated Olympia Comprehensive Plan. This document is composed of pages 76 to 97 of former Comprehensive Plan – excerpted and reformatted for adoption as separate document. Content not changed.**

## **Introduction**

Downtown Olympia deserves special attention because it is the heart of the city. A city with a thriving downtown has more potential for bolstering community spirit and providing a healthy local economy. Just as in nature, where life force is dependent on a center, so too is a human community dependent on a center. For modern urban society, the downtown area assumes this central role.

Olympia's Downtown includes roughly 530 acres. It is bounded generally by the State Capitol Campus, Capitol Lake, Budd Inlet, and Eastside Street. This area represents the heart of Olympia's retail core, established office uses, pedestrian access to the waterfront, and the center of most major transportation links. Due to its history, physical location and established identity, this area is truly the heart of Olympia.

## **A Vision for Downtown**

*In the future, as the Capital City, Downtown Olympia will continue to be the cultural, social, and economic center of the region. This role will be reinforced by more pedestrian-oriented streetscapes, livable and affordable Downtown housing for a range of incomes, increased retail, service, and office development, and safe, vital and vibrant street life. Economic vitality will continue to grow. Development scale and patterns will be compatible with the existing downtown fabric of small blocks and human-scaled places and buildings. This human scale will lend itself to pedestrian, bicycle, and transit travel, in addition to automobile travel.*

*The Downtown of the future will reinforce the image of a livable Capital City which is responsive to the needs of its residents, commuters, legislators, and visitors from across the State. Overall quality of design, of both streets and buildings, will be higher, and will contribute to a higher quality of life.*

*Development intensity will be increased in the Downtown. Less land will be devoted to parking lots along the street in key areas; people will park in well-located, screened lots on the street, in garages, and structured parking built into projects. The skyline will be varied and interesting, with the Capitol dome as the predominant landmark. Building heights will decline as one nears the waterfront and the adjacent neighborhoods.*

*There will be larger buildings Downtown, but they will be designed with human-scaled detailing, and have varied roof forms and sculptured building tops. Large masses will appear as aggregates of smaller, harmonious parts.*

*Downtown Olympia will be home to a mix of uses, so that retail, offices, and housing are located near one another. Future development will be aesthetically acceptable to the residents of the community, because it will follow the development scale and patterns which were identified as acceptable and desirable by the citizens of Olympia.*

*Although Downtown streets carry a lot of traffic, they will be pleasant places for walking, bicycling and driving. Tree-lined pedestrian-oriented streets will be lined with buildings, and where the buildings are setback, the area between the sidewalk and the building will have a pedestrian orientation. Buildings on key streets will have awnings. Parking lots will be at the sides and the back of buildings. First floors of buildings will be interesting to look at and into, with human-scaled architectural detailing. Major entries to buildings will be on the street and will lead directly into the buildings. Blank walls and boxy, flat, boring buildings will be a thing of the past. Parking garages*



*will look like normal buildings in the streetscape, and will not interrupt building walls where they face the street. Structured parking will be encouraged as blocks redevelop in order to allow well designed urban edges to emerge in place of the amorphous mix of surface parking lots that use downtown land in an unsustainable fashion.*

## **Existing Conditions**

Most of the Downtown is already developed. The only land areas without some level of urban development lie mainly along railroad right-of-way or at the south end of East Bay on Budd Inlet. The remaining area is developed in a traditional grid pattern with a variety of uses and activities. The overall health and condition of the Downtown are good. There are no pockets of urban blight or conditions representing an imminent health or safety hazard, although individual buildings in scattered locations may be in poor condition.

**General Land Use.** As Washington State's capital city, Olympia is fortunate in having a compact Downtown with a distinctive retail core, clearly defined town square, attractive flavoring of architectural styles, and a healthy combination of office, service, trade and governmental uses. Although not the retail center it once was, Downtown Olympia is just entering into a third-generation renaissance, attracting small specialty shops, boutiques, restaurants, and tourist-related activities. Over the last decade it has also experienced a major wave of office construction.

As in most cities, Downtown Olympia has a number of nodes of activity. The best example today is the retail core area. Another node with a clear identity is the Percival Landing waterfront. As noted urban planner Kevin Lynch once stated, "... nodes are the conceptual anchor points in our cities... The essence of this type of element [spatial form] is that it be a distinct, unforgettable place, not to be confused with any other. Intensity of use strengthens this identity, of course, and sometimes the very intensity of use creates the visual shapes which are distinctive, as in Times Square." (Kevin Lynch, The Image of the City, 1960, page 102.) Local examples from Seattle include Pioneer Square, Pike Place Market, Capital Hill and the International District, among others. Olympia's Downtown can also benefit from encouraging such activity nodes.

**Residential Uses.** The Downtown has four areas with concentrations of housing. The first is the retail core where many second- and third-story apartments accommodate a mostly low- and moderate-income clientele. The second area lies generally between 7th and Union and Franklin and Jefferson streets. This area consists of a mix of single-family and multifamily housing. A third area of mixed single-family and multifamily is found east of Jefferson Street, south of Union Avenue. A fourth such pocket is located between Fifth and Eighth and Pear and Eastside. Pockets of additional housing are scattered throughout the Downtown, most typically as second-story apartments. A strategy for encouraging Downtown housing is addressed later in this Chapter.

**Commercial Uses.** Most of the Downtown is devoted to one form or another of commercial activity. Downtown Olympia is relatively well balanced between trade and services. While not the major retail center of the community, the Downtown nevertheless has strong employment in finance, insurance, real estate, wholesale trade, and miscellaneous services, as well as a significant level of retail trade.

**Industrial Uses.** It is likely that, over time, most of the existing industrial uses will leave Downtown because of escalating land prices or the need for expansion. Some activity will likely remain to be near the Port. Most of the present industry is light manufacturing, warehousing, or wholesaling, and

does not conflict with other Downtown uses. It is mostly located either north of State Avenue or between Jefferson, Plum, Fifth, and Eighth.

**Public Uses.** With its proximity to the Capitol Campus, Olympia's Downtown has a strong presence of governmental and other forms of institutional land uses. Most of this presence is masked as general office space. Thousands of State employees occupy hundreds of thousands of square feet of leased office space Downtown, in buildings with no clear identification with the State government.

The major public facilities in Downtown Olympia include: Olympia City Hall, Old City Hall, the LOTT Regional Wastewater Treatment Plant, the Farmers' Market, Olympia Timberland Regional Library, the Old State Capitol Building, the Federal Building, the Post Office, the Olympia Maintenance Center, the Washington Center for the Performing Arts, and the Olympia Center.

Downtown has special advantages in its parks, open space and waterfront. Sylvester Park, our town square, enhances our retail core with its huge, stately trees, historic statue, and bandstand/gazebo. Heritage Park offers picnicking, a children's play area, and public restrooms. A walking/jogging trail begins at the park and follows the lake's western shore. Parts of Budd Inlet have been transformed from an industrial waterfront to a commercial, recreational waterfront. Public access has been improved with the construction of Percival Landing and initial stages of the East Bay Marina project. Budd Inlet's full commercial and recreational potential is just beginning to be tapped.

## **Market Opportunities for the Downtown**

Over the past decade, several economic markets have been studied to see what opportunities they offered for the Downtown. These include: (1) retail, (2) office, (3) hotel/conference center, and (4) housing. While other Thurston County locations also compete in these markets, the Downtown does have some innate advantages.

**Retail.** Retailing is strong in Thurston County as a whole, though only moderate in the Downtown. However, there is a sizeable base in specialty shops, furniture, restaurants, and entertainment. The Downtown is perceived to provide a "warmer" shopping experience than malls. Other advantages appreciated by shoppers include water orientation, historic character, building and streetscape charm, restaurants, community activities, and proximity to the Capitol. For business owners, an important factor is low rent compared to a mall.

Retail activity can keep growing Downtown, given the right approach. Strategies for improving retail potential can be addressed on three levels. First, the Main Street program and others recommend Downtown businesses to coordinate operating and marketing programs (hours of operation, sales promotions, etc.), and to maintain their individual businesses in an attractive manner. The Olympia Downtown Association works hard at this.

Second, the City constantly needs to manage parking and circulation issues, as well as to promote a diversity of land uses Downtown. This means encouraging commercial, public, and residential uses within or near the Downtown. As more people are drawn into the Downtown through the development of offices, housing, tourism, and entertainment, retail sales are stimulated.

Finally, both public and private investment Downtown needs to maximize its unique advantages. Following sound principles of urban design can strengthen its community atmosphere, taking best

advantage of the historic buildings, views, shoreline orientation, and special sites like Sylvester Park and the nearby Capitol.

**Office.** State Government is the dominant factor in the Olympia area office market. The State of Washington owns roughly two million square feet of office space on the Capital Campus. It owns or leases roughly 1.6 million more in the Downtown. In 1991 the State Capitol Committee approved the Master Plan for the Capitol of the State of Washington. This Plan addresses future office needs for State agencies through the year 2010. It calls for the State to build 640,000 square feet of new office space on the Campus, plus 845,000 square feet in the Downtown. Most of the State's leased space Downtown would be replaced by the new State-owned facilities. This level of commitment to a continued major State presence is important to Downtown's continued economic vitality.

**Hotel/Conference Center.** The third category considered in Downtown market studies was hotel/conference center potential. Demand for Olympia area hotel rooms is based upon three distinct groups: business and government travelers (55-65 percent of the total demand), tourists (25-35 percent), and convention delegates (the remainder, 10-15 percent). One regional trend seems very clear: travel-related industry is on the rise. With the Downtown's proximity to the capitol and various water bodies, the city already has features which could stimulate interest. If demand for more hotel space becomes evident, it could be satisfied by the expansion of existing facilities or the construction of another hotel. The ideal location for a new hotel would be within view of the waterfront and near the center of Downtown.

A hotel might also be planned in conjunction with a conference/trade show center. If so, facilities could include space for offices, food and beverage consumption, and entertainment. Such a mixed use development might be particularly feasible if it were to use an existing building to provide conference/trade show space. Overall setting (both natural and built environment) is an important element in a project's appeal and consequent success.

**Housing.** The City of Olympia has long supported the construction and renovation of Downtown housing. It is a permitted use in all the Downtown zoning districts except industrial. The City Department of Community Planning and Development actively assists developers and property-owners to build new or renovate existing housing using City, state, and federal funding sources. During the last decade, the Department was involved in Downtown projects totaling several hundred dwelling units.

We now have about 1,600 people living in more than 1,000 dwellings in the Downtown. About two-thirds of them are in the residential enclaves in the Union Avenue and the Jefferson Street sub-areas. Most of the Downtown housing is at or near the low end of the price spectrum. Market studies have found that there continues to be a demand for new housing development in the Downtown, one that can include middle to upper income occupants if located in areas that offer high amenity (adjacent to parks, Percival Landing, shopping, beautiful streets, and some opportunity for views). Residents in this income range are especially needed to provide balance to the Downtown and to provide a resident clientele for expanded Downtown services and activities. City commitment to community policing downtown will require residents who can provide 18 hour surveillance of streets, parks, and Percival Landing.

In a 1985 report by the Real Estate Research Corporation (RERC) on nation-wide downtown housing trends, the advantages of successful downtown housing growth were neatly summarized:

"Carefully planned downtown housing reinforces other revitalization efforts. With close-in housing available, downtown becomes a more attractive place to locate offices, and its residents support a variety of small retailers and reinforce larger retailers. Moreover, the addition of people on the streets at night makes downtowns more attractive for hotel and convention business. A mixture of strong land uses creates a level of activity and excitement that attracts more patrons for such uses. The total, in other words, is far greater than the sum of its parts." ("Downtown Housing--Where the Action Is," RERC, Journal of Real Estate Development, Summer 1985.)

The City needs more middle and upper income Downtown residents to bring more trade Downtown and make it an active place 18 hours a day instead of ten. At the same time, we cannot neglect the need to maintain housing for lower income people. These residents--among whom the young, working poor and the elderly are heavily represented--benefit from the availability of jobs and of services offered Downtown, as well as the access to the public transportation upon which many depend.

## **The Plan for the Downtown**

Planning for the Downtown must recognize and accentuate its unique features. When these desirable, unique features are supported and interrelated, the economic health and attractiveness of the Downtown are increased many-fold. These features, when used repeatedly and in concert, are really "themes" which the community emphasizes to enhance the vitality of the Downtown.

**Introduction: The Five Downtown Themes.** The following five themes--past, present, and future qualities and activities that give Olympia's Downtown its special identity--should guide our future planning as they have shaped our past:

1. Olympia's Downtown is the urban hub of Southern Puget Sound, with all the cultural, entertainment, and recreational emphasis naturally associated with its role as the economic center of the region.
2. Olympia's Downtown is waterfront-oriented, with a modern seaport, marinas, recreational uses, and attractive views from many points.
3. Olympia's Downtown is home to the State Capitol and State government generally, with the many political, administrative, professional, and tourist activities generated by such status.
4. Olympia's Downtown is a neighborhood where a range of owner and renter residents contribute to an 18 hour vital and safe city center, where ownership and use of cars is a choice – not a necessity, and where dense housing encourages sustainable use of land and supports full use of alternative transportation modes.
5. Olympia's Downtown is a historic resource, with much of the State's and region's past reflected in its layout and design, and in the character of its buildings.

These five themes have heavily influenced most of the provisions of this Comprehensive Plan for Olympia's Downtown.

Because the Downtown has a variety of activity nodes with differing current land uses and future potentials, the goals and policies herein are organized by sub-areas roughly corresponding to those nodes.

## Recommended Goals and Policies by Sub-Area

### City Center

**Existing Character.** Generally bounded by 7th Avenue on the south, Columbia Street on the west, Corky Avenue on the north, and Adams Street on the east, this area is the functional center of Downtown activities and the symbolic center of the entire city. It contains the widest range of land uses, from light manufacturing to personal services. Comprising 81 acres, this area also contains the intersection of two of the city's major transportation facilities: Capitol Way and the 4th Avenue/State Street corridors.

There is an increasing range of goods and personal services available. The number of small specialty shops is increasing, and they are close to one another, ideal for walk-in trade. In recent years there has been a concerted effort for businesses to broaden their appeal to encourage more shopping Downtown. These efforts have included increased promotion and physical improvements.

This area is also the regional center for finance, commerce, and professional services. In addition to the private/professional offices and services, the State of Washington leases or owns much of the office space in this sub-area.

This sub-area also has dozens of historically significant buildings, reflecting its role as the center of city life since its foundation more than a century ago. There are good examples of a wide variety of architectural styles representing every decade since the 1880's. Too numerous to mention here, the most important of these buildings are described in the Olympia Heritage Commission's 1984 study, "Downtown Olympia's Historic Resources.

In addition to being the regional center for financial and professional services, this sub-area also serves as a regional entertainment and cultural center. There are numerous eating and drinking establishments and limited night-time entertainment, as well as one film theater. Several performing arts theaters including the Washington Center for the Performing Arts provide a wide range of events and activities that appeal to all ages and interests. Another exciting addition to this area has been the Olympia Center, completed in 1987. The Olympia Child Care/Family Center opened in the historic Old City Hall in 1994.

In addition to the many types of commercial, business, and cultural activities, there are several hundred apartment units, most in upper stories of mixed-use buildings. In the late 90s, 284 units of senior housing were added on the east side of Capitol Way between Olympia and B Avenue.

**Goal Statement.** This sub-area's proximity to three waterfronts--the East Bay, the West Bay, and Capitol Lake--permits recreational and water-related uses and offers great potential for drawing people to the City Center live, work, shop, and play. However, the relationship of the downtown to these waterfront areas is presently weak and should be strengthened by completing plans along public rights-of-way (such as 4th Avenue bridge and Gateway Corridor improvements) and pedestrian linkages with design features expressing a waterfront theme.

Blocks adjacent or close to Heritage Park and Percival Landing should be encouraged to redevelop into housing with street level activity where possible, in order to contribute to the city vision for an active 18 hour city; create well-designed urban edges that link one area with another; contribute to the walkability of an area; add resident surveillance of public spaces to increase safety and decrease

vandalism or other security problems; and help meet city housing density goals for a full range of incomes and housing choices that meet changing demographic needs.

This area is linked by commerce to the State Capitol in many ways. Businesses here provide retail, restaurant, financial and professional services for state employees, the legislature, and members of the public doing business with the State. Many state government offices are located in the area itself.

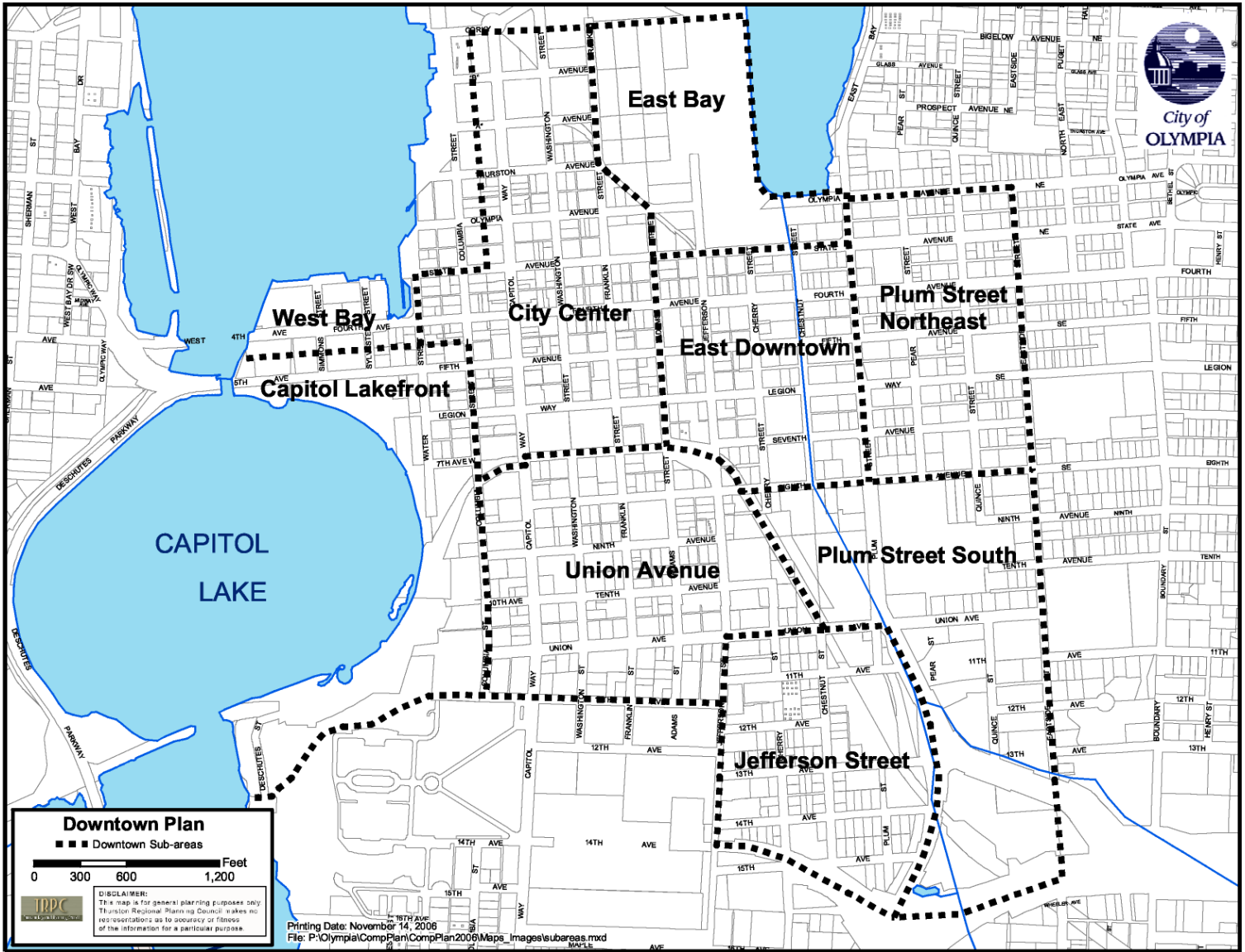
Physical access and thematic links to the Capitol should be strengthened. The City endorses the State Capitol Plan for developing additional State office space within Downtown Olympia. The City encourages such offices to locate on appropriate sites in any of the Downtown sub-areas.

Many of Olympia's historic structures are found in this area. Those with historic significance or architectural merit should be preserved and enhanced. See Olympia Comprehensive Plan for more policy discussion on historic preservation.

As the urban hub, the area already has many of the region's cultural, recreational, and entertainment facilities. Further such development should be strongly encouraged. Several significant attractions (the Washington Center, the Olympia Center, Sylvester Park, the Farmers' Market, restaurants, etc.) establish this area as the center of city life.

In general, such currently dominant activities as retail, financial, and professional services, cultural, entertainment and recreational activities, and similar uses should be encouraged to expand in numbers and quality. Residential opportunities should be increased, especially in upper story usage and in new developments, in order to make the area more of a 24-hour City Center. Zoning for the area should offer a bonus of up to two stories provided that the added stories are residential. Areas where housing projects and neighborhoods of housing are most likely to be feasible and successful should be zoned to encourage housing.

North of "A" Avenue, non-industrial uses should be required to incorporate design and/or construction techniques that would minimize the effects of noise from the Port, incorporate disclosure statements into property titles to the effect that these properties may be subject to such impacts, and sign agreements approved by the Olympia City Attorney holding the Port harmless for such impacts.



## Capitol Lakefront

**Existing Character.** Highlighted by the 25 acre Heritage Park that forms the northern edge of the State Capitol Campus, this 54-acre sub-area forms half of the western edge of the Downtown study area. The Capitol dome dominates the views to the south as it rises above the wooded hillside between the lake and Capitol Campus. On the north side of the sub-area, the Capital Center Building towers over the isthmus which forms the primary link with West Olympia.

Aside from the obvious park-related lands, the primary land use in this sub-area is devoted to office space used by both government and private concerns. The State of Washington alone leases more than 60,000 square feet. In addition to the business and professional offices there is also a mixture of personal services.

There is limited residential use in this area, primarily in the apartments along Columbia Street above the Burlington Northern switching yards.

**Goal Statement.** Although Capitol Lake and Heritage Park are the major magnets in this sub-area, much of it has little or no water orientation in its uses. For example, the blocks between Water and Columbia Streets have only one business with a water orientation. Future development should emphasize more intense passive and active recreational use of the Lakefront. This sub-area should be encouraged to develop in residential, with commercial and retail uses at the street level where possible, which are compatible with the park and recreational use of the Lakefront. Such uses are particularly desirable along Water Street and in the area along Fifth Avenue in order to attract middle and higher income residents to downtown living where they can contribute to city visions for a vital live, work, shop, and play environment that is safe and inviting to all downtown visitors all hours of the day and evening.

In collaboration with the State, the City will work to complete the State Capitol Heritage Park and the City owned Heritage Park Fountain block. Upon completion this project will strongly link together the Capitol, the City Center, and the waterfront, and will further enhance the Downtown's role as the urban hub of Southern Puget Sound. Heritage Park properties acquired in public ownership should be zoned as public open space.

Immediately north of the General Administration Building views, overlooks, and access to Heritage Park create amenities necessary to attract housing projects. Heights should be similar to the downtown business district building height across Columbia Street.

If Burlington Northern abandons rail service to the West Bay Drive area, the City, working with the Port, should be prepared to acquire the remaining right-of-way.

## West Bay Waterfront

**Existing Character.** This sub-area is characterized by its orientation to Budd Inlet. It still contains reminders of days gone by when most of the area was a working waterfront. Those are now giving way to new development which is turning toward the waterfront. A major public/private investment has been made in the successful Percival Landing Waterfront Park with its boardwalk, docks, Percival Landing Expansion Park and the addition of the Port of Olympia extension of Percival



Landing, the viewing tower and it's planned Port Plaza Park. This sub-area also contains three marinas and the Olympia Yacht Club, providing private and semi-public access to the waterfront.

In addition to the water-oriented activities, there is also a significant amount of retail and office activity. Most of the retail uses are small concerns, with the exception of Bayview Thriftway. Office space in this area is largely devoted to government agencies.

In addition, scores of people live on boats moored in the area's marinas. Census data and informal surveys indicate that the population of "live-aboards" in this area has been increasing.

**Goal Statement.** With the improvements to Percival Landing, this sub-area contains Olympia's major public-oriented marine waterfront. A goal of redevelopment in this area should be to make this waterfront a more accessible focal point and to increase its use by the public. Small boat moorage should continue to be a major activity. Any such redevelopment should be designed to avoid adverse impacts on Budd Inlet, minimizing contamination of its waters.

The area between Fourth and Fifth Avenues west of Sylvester Street should be encouraged to develop in high density housing projects combining retail and residential uses. A grocery store in this area is key to housing in the area and the rest of downtown. The existing store should be encouraged to remain in the area. The remainder of the block between Sylvester and Water Streets should be acquired to allow completion of the City Heritage Park Fountain block as planned. Otherwise, it too should develop in retail and residential uses.

North of State Avenue, along with retail uses and upper story residences, office development should be encouraged in order to bring in a year-round daytime population. The transition away from warehousing should be encouraged to continue. The Farmers' Market works together with Percival Landing to increase the usage of both, benefiting the whole neighborhood. It should be encouraged to expand in scale.

The State Capitol is visible from much of Percival Landing, establishing an important visual link. Completion of the Heritage Park Fountain block will complete the major visual link to the State Capitol. This links should be maintained as much as possible, as well as view corridors with Budd Inlet.

Better pedestrian access to the City Center needs to be established, particularly crossing State Avenue, Water Street, and Fourth Avenue. In addition, a pedestrian link with the East Bay will need to be developed.

North of "A" Avenue, non-industrial uses should be required to incorporate design and/or construction techniques that would minimize the effects of noise from the Port, incorporate disclosure statements into property titles to the effect that these properties may be subject to such impacts, and sign agreements approved by the Olympia City Attorney holding the Port harmless for such impacts.

The Urban Waterfront Plan (1993) contains City policies and regulations governing over-the-water construction in this area.

## **East Bay Waterfront**

See Industrial Goals and Policies of Olympia Comprehensive Plan.

## **Port**

See Industrial Goals and Policies of Olympia Comprehensive Plan.

## **Plum Street Northeast**

**Existing Character.** This 45.67 acre sub-area forms the northeastern half of the Plum Street corridor and lies immediately east of the East Downtown area. While this area is perceived to be one in transition, the trend seems more subtle than in the area immediately south. Currently, the strongest redevelopment pressure is for new office development.

There are a small number of houses and apartments in this area. Similar to the South Plum Street sub-area, many of the residences are giving way to the development of commercial uses, primarily personal services and professional offices. This area is viewed as a transition or buffer zone between Downtown commercial activities and the lower-density residential areas on the Eastside Hill. The combination of quasi-commercial zoning and the recent growth in office space threatens the survival of most remaining residences in this area.

Both the Old Washington School gym and playfield, and St. Michael's Parish Church and School are located immediately adjacent to the sub-area and do provide a significant level of public activity.

**Goal Statement.** This sub-area represents a transition zone between the Eastside Neighborhoods and East Downtown. Fourth and State Avenues provide the principal northeastern entrance and exit for the Downtown. As the transition zone to the major entrances, these streets should receive special beautification, with street trees and decorative street lights. These treatments draw attention to downtown's entry, and support pedestrian connectivity between the two areas.

The intensity of development (e.g., building height and bulk, floor area ratio, etc.) should be lower on the East Side than in the East Downtown area on the west side of Plum Street. The intent is to establish a gradual transition from the Downtown to the residential neighborhood of the near East Side. Accordingly, the blocks between Pear and Eastside Streets should have a mixture of low- and mid-rise buildings (roughly three to six stories). [See Comprehensive Plan policies regarding parking.]

The commercial corridor along Fourth and State Avenues should be encouraged to develop in uses similar to the City Center to the west of Pear Street. In this area, as elsewhere Downtown, up to two extra stories should be allowed as a bonus, provided the added stories are residential. East of Pear Street, retail, office, and residential uses are all appropriate, but they should be at lower intensity than to the west i.e., roughly three to six stories. North of State Street, the area abuts the residential Bigelow Neighborhood. The half-blocks along Olympia Avenue which are in residential uses should remain residential.

This Downtown sub-area will eventually become an eastward extension of the City Center. Therefore the same overall design goals should prevail, in order to develop an attractive, pedestrian-oriented environment.

## **East Downtown**

**Existing Character.** This 43.49 acre sub-area on the west side of Plum Street has a wide range of land uses. These include general retail, auto sales and service, retail grocery and hardware sales, office—including a major state office with structured parking at the south end of the district, theater, eating and drinking establishments, and limited personal and professional services.

**Goal Statement.** An East Downtown Development Plan (completed in 2005), and plans for the 17-acre port property to the north, will result in the evolution of this relatively homogenous heavy commercial area over time into a unique and vibrant crossroads district. This area links the downtown core, the port, government office district, the transit center, and the eastside neighborhoods. The vision emerging from the East Downtown Plan includes a dense mix of commercial activities and housing types within a walkable neighborhood setting. Entertainment and art activities will add evening activity. Historic buildings will contribute to the district's character. The highest building height and bulk allowed in the downtown extends to this area.

To achieve the vision, streets in the area should be improved, including along Cherry and Chestnut, Legion Way—west of Plum, and 4<sup>th</sup> Avenue and State Street. These improvements will continue to accommodate vehicle traffic while encouraging: 1) pedestrian and bicycle traffic from the eastside into the downtown core, and 2) north/south movement linking government offices and housing with a mix of services, shopping, entertainment, the port property, and waterfront access to the north. Streetscape plans and improvements in the area will provide visual continuity, helping to unify diverse building character and activities.

## **Plum Street South**

**Existing Character.** This 68-acre sub-area serves as one of the primary entrances into Downtown Olympia. It is also bisected by Plum Street, one of the main transportation corridors to the Port of Olympia, north Olympia and the Boston Harbor area.

This was once a mixed use district. Warehousing, freight yards, wholesale sales and repair businesses were located to the west of Plum Street. Mixed residential and offices were located on the east side of Plum Street. Over the past few years this area has experienced significant growth and change.

The area has now clearly shifted to office uses. This trend is probably best illustrated by the Towne Square office complex located between 8<sup>th</sup> and Union avenues on Plum Street. Completed in 1986, it provides roughly 250,000 square feet of office space and houses more than 1,000 state employees in a variety of agencies

Other large concentrations of State offices are located in the Capitol Plaza Building located at the corner of Union and Eastside Streets, and Eastside Plaza on Eastside Street near the Interstate 5 Plum Street off-ramp. In all, the State of Washington leases roughly 400,000 square feet of office space in this area.

This area is also the seat of Olympia Municipal government. City Hall is located at 8th and Plum and the Maintenance Center is just off Eastside Street near Interstate 5. The City also bought the Smith Building at 7th and Pear in 1988. It houses the Department of Community Planning and Development.

The number of residences in this area has declined since 1980 to almost none.

**Goal Statement.** This sub-area is the major Downtown entry point from Interstate 5, and its southern end is a logical site for auto-oriented businesses and activities. Because of high demand for office growth, the sub-area will also continue to be converted to high-intensity office development. New offices built in this area should be bold and dramatic in design--especially those located at the intersection of Plum and Union--to make a strong statement about our City.

Plum Street and Union Avenue should both be landscaped boulevards. As major entrances, these streets should receive special beautification, with street trees and decorative street lights. Union Avenue should be developed with pedestrian-oriented features (see landscaping recommendations, below) to facilitate the connection with the State Capitol.

Similar to the Plum Street North sub-area, the area west of Quince Street should be in higher intensity development, the area to the east in lower intensity, as measured by such factors as building height and bulk, or floor area ratio. The blocks near Eastside Street should have low-rise buildings, up to three stories.

## **Union Avenue**

**Existing Character.** This sub-area is approximately 52 acres in size. It is bounded by Columbia Street on the west, 7th Avenue on the north, the Union Pacific Railroad tracks on the east and 11th Avenue on the south. Although the Capitol Campus lies outside this area, it has a tremendous influence and impact on the neighborhood, primarily with regard to traffic and parking. Union Avenue, Columbia Street, Capitol Way and 11th Avenue provide primary access to the Capitol Campus and nearby State offices.

A number of different activities and land uses are found in this area. The major public attractions are the Olympia Post Office and Olympia Public Library. Two of the three Downtown motels are located in this area. Additionally, there are a number of churches.

Overall, the predominant land uses are personal and professional services and office space. The State of Washington alone leases or owns more than 160,000 square feet of office space. The largest concentration of these offices is located in the Evergreen Plaza Building and the 9th and Columbia Building. Numerous statewide organizations also have headquarters buildings located here, including the Washington State Grange, the Washington State Association of Counties, and the Association of Washington Cities.

Another unique feature of this area is the relatively high resident population. Similar to other Downtown residential areas, this neighborhood has lost residences, primarily rentals, to office construction. The current demand for office space combined with the close proximity to both the central core and Capitol Campus may very well hasten the destruction of relatively inexpensive housing in Downtown.

**Goal Statement.** This sub-area has a wide variety of land uses, with only a modest orientation toward the Capitol, in spite of its proximity. The connection with the Capitol is established mainly by Capitol Way, which links the State Campus with the City Center. Street trees somewhat strengthen this link; pedestrian-oriented land uses should be encouraged along this street to further strengthen it.

Much of the available Downtown housing is located in this sub-area. Portions of the area should be zoned for mandatory residential or mixed-use development to preserve a residential enclave in the Downtown. The remainder of the area should be encouraged to develop in high intensity offices, retail, and service activities.

Union Avenue and Jefferson Street should both receive pedestrian-oriented landscaping treatment, to tie this sub-area together with neighboring ones. Eighth Avenue, anchored by the Olympia Public Library, should receive the same treatment to help develop a strong connection between the City Center and the major office development occurring to the east.

This sub-area also contains numerous historic buildings, both commercial and residential, which should be preserved.

## **Jefferson Street**

**Existing Character.** This 39-acre neighborhood is clearly the largest residential section of the Downtown study area. Similar to other areas of Downtown, particularly the Union Avenue neighborhood, this neighborhood provides low cost housing close to state offices and the services and attractions of the Downtown area. It also reflects the increasing pressures to convert this low-cost, in-town housing to office space. This trend is best illustrated by the office development that has taken place along Jefferson Street between 14th and Union Avenues.

It is probably safe to assume that the primary factor currently saving this area from conversion to nonresidential uses is the zoning classification for multifamily residential.

**Goal Statement.** Low-rise offices housing statewide organizations line Jefferson Street across from the wide lawns of the East Campus, graphically displaying the relationship between this sub-area and the State Capitol. The Jefferson Street frontage should continue to be available for a similar scale of office use. These smaller offices would provide a buffer between the mammoth and bustling State complex and the quiet residential neighborhood to the east. This residential area contains the largest single reservoir of Downtown housing. Pressures to convert it to non-residential development should be strenuously resisted. Instead, it should continue to be available for high density multifamily housing, with related and accessory uses.

Jefferson Street itself will increasingly become a major corridor between Interstate 5 and the Capitol Campus on the south, and the City Center on the north. It too should receive appropriate landscaping treatment to enhance this function.

## **South Capitol Neighborhood**

The South Capitol Neighborhood lies to the east and west of Capitol Way immediately south of the State Capitol Campus. While most of the arterial streets that connect downtown with outlying areas are designated High Density Corridors with a mix of uses, the South Capitol Neighborhood is

designated a Medium Density Corridor. This designation is appropriate since the land adjacent to Capitol Way through the neighborhood was never zoned for commercial (except for a designated node of commercial at 21st). Other City arterials have always been zoned for a mix of uses. In addition, the lack of non-historic building intrusions allow the South Capitol area to meet the requirements of a Historic District. Consequently, while the area will not have additional mixed uses located on the corridor, it will continue to add density through the addition of accessory dwelling units and the addition of single-family or duplex units. In 2000, the South Capitol Neighborhood had the highest density in the City (10.7 units/acre) compared to 6 to 7 units/acre in the older portions of either the Westside or Eastside of Olympia.

## Implementation Strategy

### Urban Design Analysis

This section looks at the Downtown from a somewhat different perspective than its functional orientation, inherent in land use and transportation descriptions. The concept of urban design introduces a qualitative measure of urban form and physical features. This section explores the historic and architectural contribution of buildings, assesses the character of the streetscape and describes the Downtown in terms of size and scale.

**Existing Conditions.** The primary factor that has shaped the character of Olympia has been state government and the State Capitol. Consequently, it is a city rich in history with many buildings and spaces important not only locally, but also state-wide.

Surrounded on two sides by water and on two others by steep, once-forested hills, the Downtown area has remained a relatively compact center with few opportunities for expansion. Its appearance reminds us of a "small town" with all of the positive attributes that such an image suggests. There are a number of physical features that provide this special sense of place.

**Building Age and Condition.** The Olympia/Tumwater area was one of the earliest settlements in the Puget Sound region. Levi Lathrop Smith and his partner Edmund Sylvester established a land claim in 1846 in the Downtown area. Smith died in 1848. Sylvester had the town platted in 1850. He designed Olympia in the image of a New England Village, with a town square and orientation toward the saltwater. The town square, as in many New England communities, became a major focal point for residential, cultural and business activities.

Not many of these early buildings remain, but some from the 19th Century are still present, though most are changed from their original appearance. Among them are the Mottman Building; Chambers, Woodruff and Reed Blocks; Cunningham's; the remodeled but historic Talcott's and Bettman's stores; and Barnes Bank on Capitol Way. A historic resources inventory in 1984 found that twelve percent (18) of the buildings in the City Center date back to the 1800s. This compares to almost the same number (17) constructed from 1950 to the present. The primary character of Downtown is that of an early 20th Century commercial center with its building styles reflecting that era. More than half the Downtown's buildings in the historic part of the City Center were constructed in the three decades from 1900 to 1929.

**Streetscape Quality.** The character of the streetscape in the retail City Center is largely a function of several key elements: contiguous storefronts, building height and architectural styles, and overhead canopies. Avoiding such interruptions as parking lots and blank walls helps create this sense of

continuity, leading to the retail atmosphere and small town character of the City Center. When buildings, either old or new, have transparent facades at the street level, the products and activities within are highly visible. Other details such as wood framing, small signs, recessed entrances, overhead canopies, and well-designed display windows enhance a sense of place and identity for the City Center.

Outside of the City Center, the Olympia Downtown lacks the character and identity described above. Building styles, uses, heights and ages vary from block to block and building to building. There is no established order to the streetscape. Given the large size and diversity of uses and activity outside the City Center, it is unlikely that this area will ever project a unified image. Rather, it is more likely that separate activity modes, particularly around the waterfront, will begin to appear and reflect an identity and personality all their own.

Downtown generally lacks other aspects of the streetscape such as landscaping, street trees and pedestrian amenities. The 5th Avenue Demonstration Project sponsored by the city and R/UDAT in the early 1980s is a fine example of the type of improvements that can be made in public right-of-way and on private property to improve the appearance and interest of the streetscape.

**Downtown Size and Scale.** The City Center is a relatively compact arrangement of buildings and spaces. This allows the area to be easily traversed on foot. This compressed setting also allows for frequent and accidental meetings of friends and business associates on a regular basis. The height and massing of buildings is mostly consistent with a variety of small businesses having narrow frontages. The City Center itself is rather compact; therefore, the area outside it has a fairly clear sense of definition. Most of these buildings are of a similar size and scale (2 to 3 stories) with a few noted exceptions such as the Capital Center, Evergreen Plaza, Capitol Plaza, Eastside Plaza, Town Square, 9th and Columbia and General Administration Buildings. Other large or tall buildings such as the Heritage Federal Bank, the Hotel Olympian and the Old State Capitol Building have had more success integrating into the general streetscape and skyline. Given market realities, it seems unlikely that the City Center's skyline will change dramatically over the next several years, but with continued strong demand for office space, we can anticipate renovation of older structures in the city center and construction of major new complexes in the peripheral areas where larger parcels can be assembled.

## **Design Review Goals**

Urban design in Downtown Olympia should express both our heritage and our future. In the Goals and Policies part of this section, four Downtown themes are identified which give the area its special identity: (1) Downtown as urban hub of the region; (2) Downtown's connection with the waterfront; (3) Downtown's connection with the Capitol; and (4) Downtown as historic resource. The purpose behind a design review procedure is to protect and enhance these unique characteristics which are the Downtown's greatest strengths, its heritage and its future. In the words of noted post-modernist Canadian architect Eberhard Zeidler, "The individual building is but a link in the larger whole." Its design can lead to either a strengthening or a weakening of the neighborhood of which it is a part. Thus a building is rather like a citizen. It is not enough that it be useful and profitable; a building also has civic functions to perform.

Thus the function of Downtown design review is to enhance the economic strength and stability of the area, making it an attractive place for business activity and investment. Maintaining the economic health of the Downtown is essential to keeping it an enjoyable, safe place for people of all ages and backgrounds to live, work, shop, or play.

The planning process offers a way for individual Downtown parties to work together as a team. It provides a link between individuals and establishes a framework for decisions which are not purely personal but of significant public impact. Recommendations follow for instituting design review as part of the planning process:

**GOAL DT1. Promote urban design in Downtown Olympia which expresses both our heritage and our future.**

**POLICIES:**

DT 1.1 A design review procedure for Downtown buildings will be maintained.

- a. Mandatory guidelines will be maintained which are specific, but flexible in nature, and which allow for creativity. Design review is intended not to suppress innovation, but to guide development so that it enhances our community.
- b. The guidelines will allow different design approaches in different areas of the Downtown to reflect their different characters
- c. The design review procedure should be smooth and speedy so that development is not discouraged. Design review should be concurrent with site plan review.
- d. The city will provide adequate staffing to ensure compliance with design standards, site improvements, and other requirements as projects are built.
- e. Where possible, the parking lot should not be located between the building it serves and a pedestrian-oriented street. An exception may be when a parking lot can serve to preserve a view corridor.

DT 1.2 The goal of zoning and design review is to encourage the Downtown to develop in a compact and pedestrian-oriented manner.

- a. Site plans, building designs and landscaping should be designed so as to create a friendly environment for pedestrians.
- b. Building and landscaping layout should be conducive to safety and minimize crime or accident potential.
- c. Where conflicts occur, the city will encourage, through public investment and zoning controls, a preference for pedestrian circulation over auto traffic.
- d. Urban design should encourage pleasantly diverse activity extending to evenings and weekends.
- e. Urban design should promote the Downtown as an activity hub for sociable use, including retail, cultural events, entertainment, a mix of professional services, and tourism.

DT 1.3 Zoning and design guidelines will address the following principles:

- a. The design and siting of tall Downtown buildings should permit an adequate flow of sunlight and air to the street level.
- b. Buildings should not face the sidewalk with blank walls that make the Downtown dull to explore. The street wall on designated "pedestrian streets" should have a high proportion of clear glass at street level so that pedestrians can look inside.
- c. Large buildings should not have blank bottoms with lobbies that are usually empty. Instead they should have stores, restaurants, and other people-oriented activities at their street-level floors.



- d. Along streets that are to be primarily pedestrian-oriented, the first two or three stories of tall buildings should be placed next to the sidewalk, and the first floor filled with shops and other people-oriented activities. Small, well-landscaped plazas bordered by stores and restaurants should also be encouraged. Large barren plazas should be discouraged. Garage and parking lot entrances should be separated so that pedestrians are not forced to run a gantlet of cars, roadways and fumes. They should be placed on the block's least busy sidewalks, where possible. On pedestrian-oriented streets, a majority of the street frontage should be occupied by people-oriented activities. Drive-in auto facilities should be limited to the vicinity of the Plum Street interchange. Well-designed parking garages would be appropriate anywhere in the Downtown.
- e. Landscaping and wider sidewalks should be encouraged, especially on streets with heavy traffic. A coordinated pattern of street trees, special paving patterns, and low-level lighting should be established as a unifying element in the Downtown.
- f. Marquees, awnings and other forms of rain protection should be encouraged. On historic buildings, awnings should be of a style similar to that which had been used on the particular building in earlier periods, and placed in a manner so that architectural features will not be obscured. [Also see Olympia Comprehensive Plan.]
- g. The design of new buildings or renovations should be compatible with the established pattern, alignment, size and shape of existing buildings. This is especially critical when developing next to a historically significant building designated in the pivotal, primary, or secondary category established by the Heritage Commission. [See Olympia Comprehensive Plan.]
- h. The restoration or renovation of historic buildings should restore or retain as many historic features as possible. Original proportions, dimensions and elements should be maintained or restored wherever possible. Cleaning of historic buildings should be done in such a way as to preserve the building material. Paint colors chosen for historic buildings should coordinate the whole building facade and be compatible with surrounding buildings. [Also see Olympia Comprehensive Plan.]

DT 1.4 It shall be the policy of the City of Olympia to allow, in some instances, through written agreement, the use of city rights-of-way for private purposes. Private use of the right-of-way may include air rights leases and ground leases. When considering proposals for private use of right-of-way, the following criteria shall be considered:

- a. The use is in the best interest of the public in a City-wide context and the use offers some intrinsic value to the public such as enhanced weather protection for pedestrians, increased view potential and/or enhanced pedestrian access/safety. Lease of public right-of-way shall be set at fair market value.
- b. There is adequate right-of-way available so that the private use will not detract from the present or projected public use of the right-of-way with regard to physical or visual access.
- c. Private use of City rights-of-way shall be considered to be most appropriate in the central waterfront area, in particular as an element of projects where a development site may include little or no dry land area and/or such right-of-way

- d. use would help to reduce the amount of over-water development required.
- e. Lease of right-of-way shall be considered when vacation of the right-of-way is deemed not to be in the public interest.
- f. Lease of a right-of-way shall not be allowed for the provision of additional development coverage.
- g. Private use of rights-of-way shall be discouraged. Vacation or private use of alleys should only occur after careful consideration of the placement of utilities and services, circulation, and potential for pedestrian use.

DT 1.5 The City should consider offering development bonuses as an incentive for developers to design public amenities into their projects. The magnitude of the development bonus should be based on the magnitude of the public benefit.

DT 1.6 Whenever the opportunity presents itself, as through new development, redevelopment, or major right-of-way improvements, utility lines should be relocated below ground.

## **Downtown Child Care Services**

**Background.** Many communities are examining the quality and adequacy of safe, convenient and economical day-care services. The idea of providing day care in or near the work place is one method that is beginning to spark interest and gain support. There are a number of land use policies and regulations that the City can use to promote day care. Other factors affecting the provision of day care services include: the willingness of employers to provide on-site day-care services, compensation to employees for child care as part of a benefits package and the choice of environment parents want for their children.

Certain state requirements make it difficult--though not impossible--to provide day-care centers in the more fully-developed city center. Specifically, these constraints relate to Department of Social and Health Services requirements for outdoor play space and State Fire Marshal requirements restricting the placement of day-care centers to first floor areas for centers providing care for children under a certain age. Changes to these are available only through state administrative and legislative processes.

**Recommendations.** Some positive steps the City can take to promote day care both Downtown and city-wide are:

1. The City should build in mechanisms for private development to help meet child care needs of the community.
2. The City should prepare and distribute informational materials outlining City regulations such as fire codes, building codes, and zoning regulations. These guidelines must be written in clear, understandable language.
3. The City could coordinate with day-care sponsors and private property owners to provide assistance in site selection options and alternatives.
4. The City should maintain zoning regulations which enable provision of licensed day care services in both residential and commercial districts.

## Landscaping

**Introduction.** One of the great benefits of living in the Puget Sound country is the opportunity to enjoy the wide variety of plants that thrive in our mild maritime climate. From the oaks on Legion Way, to the maples of Sylvester Park, to the cherry blossoms that ring Capitol Lake, landscaping features add grace to our city, in keeping with Olympia's exquisite natural setting.

In 1983, the City planted street trees along Capitol Way from the State Campus to the City Center, to help tie the two areas together and provide a more inviting environment for pedestrians. Beginning in 1992, such plantings have been made annually. Planting a tree is making an investment in the future, one which may take quite some time to mature, but one which will ultimately pay handsome dividends. Street trees impart richness, scale, softness, and interest to a city. They add beauty and value to neighborhoods. This Downtown Plan recommends that Olympia continue its tradition of improving the City with landscaping by establishing a specific Downtown landscaping plan as part of a City-wide landscaping ordinance.

## Goals and Policies

**GOAL DT2. To improve the appearance of the Downtown through landscaping, as a means of strengthening it as a center of urban activity.**

### POLICIES:

DT 2.1 The City will maintain a strong street tree program.

DT 2.2 The City will provide for a more interesting Downtown appearance through any or all of the following:

- a. Landscaped ground
- b. Street trees
- c. Planters and baskets
- d. Banners
- e. Community gardens
- f. Other decorative improvements as may be appropriate.

**Principles for a Landscaping Ordinance.** The Downtown landscaping plan and ordinance should maintain the following features:

1. The intent or purpose of the landscaping requirements should be specified. Interpretation will be easier for both applicants and administrators if there is a common understanding of the design opportunity which the landscaping is intended to address.
2. It should define landscaping location criteria--i.e., what percentage of the site should be put into landscaping and where on the site. For example, the perimeter of any parking lot should be landscaped with evergreen materials at least to headlight level, except where that would cause a hazard at entrances and exits.
3. The genus, species, and varieties of acceptable plants should be defined. Some plants are well adapted to our climate, while others are not. Some have invasive roots that cause major maintenance problems on storm drains and sewers--existing prohibitions against those species should continue. Consideration should be given to using native, disease-resistant species,

planting to attract wildlife and the creation of "urban orchards". To tie neighborhoods together, some cities specify particular species of trees to be used on certain streets, a technique that has worked beautifully here with the oaks along Legion Way and the cherries along Columbia and Water Streets south of the Capitol Campus. We should consider such an approach for key Downtown streets. An inventory of existing street trees should be conducted to help do this task. Outstanding existing specimens should be preserved.

4. The density and the scale of the plantings required should be specified so that applicants can know from the beginning what to expect and plan accordingly.
5. Public and private responsibilities should be clearly delineated. In some circumstances the City will plant and maintain trees and shrubs, while in others it will be the responsibility of the property owner.
6. Planting and maintenance performance requirements should be specified so that plants will remain alive and healthy, not sick and dying. Irrigation systems should be required in all public developments where necessary. Public trees that will receive holiday lights should have electrical outlets available.
7. The landscaping standards should be coordinated with the design guidelines so that the landscaping and architectural elements of the Downtown work together.
  - a. Administrative procedures should be designed so that:
  - b. Review of applications is conducted as a part of the normal site plan review, without added delay.
  - c. Inspection procedures ensure that landscaping is installed as agreed to in approved plans.
  - d. Enforcement mechanisms are established to ensure that landscaping is properly planted and maintained.
8. Technical information or guidelines should be provided addressing:
  - a. Tree preservation, planting, and maintenance, with information on trees in sidewalk placements.
  - b. Design and placement of underground utilities, parking garages, and other structures that could inhibit tree maintenance and growth.
  - c. How to deal with replanting and infill planting situations.
9. The street tree planting plan should take into account the possible impact on views, traffic signals, and overhead utility lines.

Landscaping ordinances and planting programs should not be instituted without simultaneously reviewing relevant City service obligations. It may be desirable to consolidate within one agency the responsibility for maintaining trees, putting up and taking down hanging flower baskets, holiday decorations, banners, and so on. Increased responsibility for street tree maintenance will require that the City have appropriately-skilled specialists on staff. For more discussion on this subject, see Olympia Comprehensive Plan.

**Area-Wide Pedestrian Plan.** One of the key goals Downtown is to encourage a pedestrian-oriented environment. To do so, it is an objective of this Plan to make the City Center itself pedestrian-oriented, and to establish key pedestrian links with other parts of the Downtown. Downtown street tree programs have been implemented for this purpose. When the way is interesting, comfortable, and safe, people will walk remarkable distances without realizing how far they have gone, as often happens when they patronize a shopping mall. When the way is tedious, uncomfortable, and threatening--as can happen along busy arterial streets--people simply will not walk. They will climb into their cars.

Establishing an area-wide network of pedestrian-oriented streets will take time to accomplish. This task will be much like the street tree program with which it is integrated: it will take several years to grow, so the planning and implementation should begin right away. Because the City will not be able to undertake it all at once, priorities will have to be set. The goal could be reached sooner with major financial participation by Downtown businesses and property owners.

Certain features should be incorporated into the design of the pedestrian plan:

1. Sidewalks should be maintained in a clean and safe condition, with broken or buckled sections repaired or replaced.
2. In key locations, the sidewalks should be in textured and/or colored paving materials, such as has been done at the Performing Arts Center on Washington Street. This treatment lets the motorist and pedestrian know that they are in an area where the pedestrian is favored. It also provides greater safety for the visually impaired. Because of the expense, the treatment can only gradually be extended throughout the Downtown. The materials used should be consistent with the recommendations of the R/UDAT Cookbook. In the most historic portions of the Downtown, they should be compatible with the historic nature of the adjacent buildings.
3. Street lights should be of a pedestrian scale (i.e., low level, like the ones in front of the Washington Center). In the historic part of the Downtown, the City should use the same style of street lights as was used here in the earlier decades of this century.
4. Benches, trash receptacles, and other pedestrian amenities should be provided in places of high pedestrian use. Such features should be consistent in nature with those in the R/UDAT Cookbook. In the most historic portions of the Downtown, the design and materials of street furniture should be compatible with the historic nature of the adjacent buildings.
5. Landscaping such as shrubs and trees should be planted along the route to soften the appearance and lend variety and a human scale to the street. Tree branches should be kept trimmed to allow adequate clearance above the sidewalk and the street.
6. In a few key locations it will be desirable to provide public restrooms. At present they are only available at Capitol Lake Park and Percival Landing.
7. Banners and flower baskets hung from street lights and utility poles should be provided to enhance the pedestrian and vehicular links in the Downtown.

The principal pedestrian links will be defined by a zoning overlay. They will help to integrate the various sub-areas of the Downtown and strengthen the four Downtown themes.

**Landscaping Goals for Sub-Areas.** The various sub-areas of the Downtown have different functions within the area as a whole, and the landscaping treatment in each of them should be appropriate to those functions. Thus in Plum Street North and South, the landscaping approach should reflect the role of Plum Street itself as the major entry to the capitol city. In the Capitol Lakefront sub-area, the major challenge will be to implement the North Capitol Campus Heritage Park, so landscaping should fit with that goal and tie adjacent areas such as Legion Way to the lakefront. The primary goal of landscaping in the City Center should be to enhance it as a pedestrian environment, with the historic Downtown core delineated by street trees.

On the West Bay Waterfront, the goal should be to coordinate adjacent properties with Percival Landing and tie that park and the Farmers Market into pedestrian links along Fourth and Olympia Avenues. On the East Bay Waterfront, future development should take advantage of the water orientation in a similar fashion to the West Bay Waterfront, so landscaping should perform the same

function: to tie upland development together with the waterfront, and complete the pedestrian links with other parts of the Downtown to the west and the south.

Finally, landscaping in the vicinity of the Port should accomplish either or both of the following: (a) create a sound buffer between terminal operations and adjacent uses; and (b) tie the marina activities on the East Bay together with the rest of the Downtown, such as has been proposed along the Esplanade. To the extent that it does not conflict with the goals above, landscaping should be designed to avoid blocking views.

In all sub-areas, outstanding existing mature trees should be identified and preserved.

## **Downtown Housing**

Socioeconomic shifts in American society are causing an increased market for downtown housing. The average age of the population is growing older as life expectancies increase and the baby boomers enter middle age. Increasing numbers of singles and childless couples are looking for housing which has low upkeep and is near to urban amenities. Downtown housing appeals not only to young urban professionals, but also to grown-up, mature people (including single and divorced persons, and double-income childless couples), "empty-nesters," and retired and elderly men and women.

In addition, the transition to an economy based on office-oriented service industries is greatly increasing the concentration of employment in the downtowns of both cities and older suburbs.

In Olympia in particular, there is a potentially strong market for housing designed to meet the needs of legislators and lobbyists, who may wish to combine office and living quarters close to the Capitol.

**Evaluating the Market for Downtown Housing.** As with any real estate development, success in downtown housing development requires the right mix of ingredients. According to research by Real Estate Research Corporation (RERC), the real estate market must have four necessary ingredients:

1. A large white-collar and professional work force, as evidenced by substantial office construction. Olympia has this quality in abundance. More than 19,000 people work in the Downtown or on the adjacent State Capitol Campus, the majority of them in white-collar professions.
2. A recent history of successful renewal and new development--especially retail projects. Many renewal projects Downtown over the last decade have demonstrated the viability of the area. The Olympia Center, Farmers Market, and Percival Landing have sparked numerous private development projects on adjacent blocks. The opening of the Washington Center for the Performing Arts caused the renovation of properties on its block. Other properties, such as Olympia Downtown Square, and the historic Mottman Building and Chambers Block, were also renovated.
3. A concentration of cultural institutions and entertainment activities. Although not the only location with such amenities, Downtown unquestionably has the region's greatest concentration of theaters, restaurants, and live entertainment. Again, the opening of the Washington Center has given a major boost to the Downtown's cultural opportunities.
4. Geographic compactness and/or an efficient public transit system. Downtown Olympia has been forced to be compact by the dictates of topography. In addition, it is at the hub of our efficient transit system.

When these four traits are combined, they help to make a downtown lively. After all, the goal is to make the area exciting and desirable, to give it the sense of being at the center of action. In the words of the National Main Street Resource Team in 1985, the aim is to get people to recognize the Downtown as "a place to be." Resource Team Report for Olympia, Washington, National Main Street Center, April 1985. The feeling of identity and excitement is an important element in attracting downtown residents.

Even with the proper market environment, a third question must be answered: What type of development pattern is necessary for new projects to succeed in the Downtown? Not every Downtown location would be equally suitable.

**Recommendations.** First of all, it is necessary for projects aimed at middle and upper income clientele to have good residential amenities. Since Downtown land is expensive, development costs are generally higher than in other neighborhoods. Market rate projects will need to offer desirable amenities in order to compete in our generally inexpensive housing market. Such projects can be most competitive in highly desirable locations such as sites near Capital Lake, Percival Landing, Sylvester Park, and the Performing Arts Center. The City can also encourage such projects by constructing street amenities like decorative street lamps, street furniture, trees, and landscaping.

A second consideration is that most Americans who want to live downtown would prefer to live next to--but not in the middle of--a busy commercial center. In other communities, predominantly residential projects with some retail uses have succeeded. Predominantly commercial projects with a few residential units have had more difficulty. This implies that (1) City efforts to encourage housing will be more successful if targeted at locations on the edge of the central core, and (2) attempting to get a few apartments or condominiums incorporated into each new office building may have only limited success.

A third factor is that projects are more successful in locations where a residential atmosphere already exists, or can evolve as later projects cause a larger residential neighborhood to emerge. In the words of the RERC report:

"As additional buildings are developed, prospective tenants will begin seeking out the neighborhood; and all of the residential projects will benefit from the increased traffic."

A larger, better established residential neighborhood will also more successfully resist non-residential intrusions.

Finally, it is often necessary for city governments to take the initiative in getting the downtown housing bandwagon rolling. Developers are often hesitant to take the risk of being a pioneer. Olympia has taken several crucial supportive actions by investing in major Downtown amenities and by contributing hundreds of thousands of dollars toward Downtown housing. Other available actions the City should consider include:

1. Encouraging Downtown housing at selected locations through the use of federal funds, historic preservation tax incentives, and/or grants or loans to the Thurston County Housing Authority.
2. Offering incentives for office developers to build housing or contribute to housing funds, particularly when projects displace existing housing.
3. Using City land for housing or for mixed use projects including housing.

4. Making street amenity improvements in areas targeted for downtown housing, as an incentive to private investment.

For further discussion of strategies for encouraging housing in selected areas or for targeted groups, see Comprehensive Plan.

**Conclusion.** Compared with cities like Seattle, Thurston County is a small market region and Olympia is a small town. We have a relatively small housing market overall, of which the segment of potential new Downtown residents is an even smaller number. One hundred units is not an unusual size for a conventional multifamily project in Evergreen Park or other West Side locations, but it is still on the high end of the scale in our market. Projects of a few dozen units at a time are a realistic scale for Downtown Olympia, considering the challenges involved. But they will all add up. Over the last decade there have been many projects this size, adding hundreds of units overall. Cumulatively they have had a substantial positive impact on the Downtown, and have paved the way for more successes.

The Olympia Community Planning and Development Department, Advance Planning Division conducted an analysis of Downtown market opportunities in the fall of 1993. This analysis determined that over the next 20 years a goal of 750 added dwelling units was feasible within the commercial zones of the Downtown. An additional 250 could be accomplished in the Jefferson Street sub-area. This goal of 1,000 units--an average of 50 units a year--should be a minimum target.



1946 Plan for Olympia: Leads to Master Street Plan and describes the concept of 4<sup>th</sup> & State one-way couplet



1950's  
Retail uses in Central Business District (CBD) are unrivaled

1960's  
CBD is strong - Plans focus on retaining manufacturing uses north & east of CBD

1970's  
Sawmills close in 1967, and suburban malls take department stores - CBD and waterfront suffer

1980's  
Plans' redevelopment strategy includes retail, State offices, housing & a conference center

1990's  
St. office growth slows - Numerous studies state waterfront/amenities required to get housing

2000's  
Major public investments & cont. focus on housing, but waterfront strategy challenged on Isthmus

2010  
Economic recession hits businesses hard & more homeless seek shelter on downtown streets

2012  
As demand for new offices dries up, demand for multi-family housing & adaptive reuse grows

2014  
Council establishes Alcohol Impact Area – Private investment picks up and downtown starts to see mixed use development



1959 Plan saw the future mostly as a continuation of trends - with downtown as the commercial center of the region



1962 - City buys Columbia St parking lot in response to parking demands



1970 Toward a New Tomorrow Plan ponders best location for a central plaza or green



1979 R/UDAT Design Process leads to WA Center, Percival Landing Boardwalk, Olympia/Senior Center & more



1982 - City passes Historic Preservation Ordinance



1986 Downtown Plan is folded into 1988 Comp Plan, which guides 1991 Urban Design Strategy – emphasizing compact & highly urban building forms consistent with goal for pedestrian orientation



1994 Comp Plan incorporates downtown plans from 80's – 1996 Heritage Park Fountain block purchased for civic plaza



1999 Unocal Charrette leads to Percival Park – an environmental clean-up & part of a strategy to build amenities for housing



2002 Parks Plan identifies several projects for downtown environs, incl. West Bay Park

2002 - New Urban Waterfront Housing zone and development & design changes for downtown  
2003 Downtown Streetscape Strategy  
2003 East Downtown Development Plan



Photo: R. Droll Landscape Architect, PS

2003/4 Port Master Plan calls for redevelopment of old timber mill sites – becomes East Bay Plaza by 2012 (City is a major partner)



2008 - Site purchased for new City Hall on 4th Avenue



2011 – Percival Landing Reconstruction Phase I completed



2012 - "A Safe & Welcoming Downtown for All" Goal leads Council to start the Downtown Ambassador



2013 – Council reinstates the Downtown Walking Patrol

2013 - Washington Center receives major upgrade to facade



2014 - Construction of a 138 unit mixed use building starts at 123 4<sup>th</sup> Ave. – the result of a public/private partnership devised in 2002 to develop market rate housing downtown



## City Council

### Approval of 2014 Year-End Financials and First Reading of Appropriations Ordinance

**Agenda Date:** 3/17/2015  
**Agenda Item Number:** 6.B  
**File Number:** 15-0251

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**Type:** ordinance **Version:** 1 **Status:** 1st Reading-Not Consent

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#### Title

Approval of 2014 Year-End Financials and First Reading of Appropriations Ordinance

#### Recommended Action

##### City Manager Recommendation:

Move to approve the 2014 Year-End Financials as recommended by the Finance Committee. Adopt on first reading the attached ordinance appropriating the Fund Balance for various purposes, and forward to second reading.

#### Report

##### Issue:

2014 Year-end financial review and corresponding ordinances

#### Staff Contact:

Jane Kirkemo, Administrative Services Director, 360.753.8499

#### Presenter(s):

Jane Kirkemo, Administrative Services Director

#### Background and Analysis:

The City of Olympia ended 2014 with \$2,329,129 available for appropriation. The Finance Committee is recommending you make the following assignments:

Fire Equipment Reserve	\$ 450,000
CFP Contingency	\$ 360,000
Percival Landing Repairs	\$ 350,000
Downtown Strategy	\$ 250,000
Growth in 10% Reserve	\$ 240,790
Technology	\$ 200,000
OPEB-LEOFF I	\$ 108,680
Parking Unbudgeted Gain	\$ 90,410

Pedestrian Crossing Grant Match	\$ 70,000
\$1 per Capita for Arts	\$ 50,000
Holly Landing	\$ 50,000
Use in 2015 Budget	\$ 43,270
Sidewalk Repair	\$ 40,000
Interfaith Works Shelter	\$ 17,000
Council Goal Money	\$ 8,979
<b>Total Assignments</b>	<b>\$ 2,329,129</b>

The additional Council Goal money could provide some funding if a strategy for the Harbor Patrol can be worked out.

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

Harbor Patrol is interested in establishing a long-term funding strategy.

**Options:**

- 1) Move to approve the 2014 Year-End Financials as recommended by the Finance Committee. Adopt on first reading the attached ordinance appropriating the Fund Balance for various purposes, and forward to second reading.
- 2) Revise the Finance Committee recommendations and adopt on first reading the attached ordinance appropriating Fund Balance for various purposes, and forward to second reading.

**Financial Impact:**

This assignment of fund balance transfers \$360,000 to the CFP Contingency Fund and adds \$8,979 to Council Goal money in addition to the assignments.

In addition to the assignment of fund balance, staff recommended establishing a LEOFF I Trust (separate staff report and ordinance). The trust would allow the City to make annual appropriations to the fund. However, if the budgeted amount was not spent any excess budget would remain in the trust fund and could not be used in the general fund (although it could be used for long-term care).



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# 2014 Year-End Financial Review

*These numbers are unaudited and may change.*

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## General Fund

Revenues = \$1,548,580 above budget

Expenditures = \$780,549 below budget

### Summary

- Revenues were 2.4% above budget at \$1.5 million.
- Expenditures were 1.2% below budget at approximately \$800,000.
- Permit revenue was 30% above budget at \$651,363.
  - Surplus predominantly comes from permitted multi-family and commercial buildings.
  - Permit revenue was the single largest increase over budget.

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### Revenues

- Sales and Use Tax – up 2.3% over 2013.
  - Includes general, criminal justice, and the public safety sales taxes.
  - Retail sales, food services, and automotive sales increased in 2014.
  - Sales tax for 2014 puts the City on track to return to pre-recession levels.
  - For analytical purposes, only general sales tax is used. It provides the best indicator of how the local economy is doing. The criminal justice sales tax is distributed to the cities based on population and the public safety sales tax excludes car sales/leases.
- Property Tax – down by 1% compared to budget.
  - Assessed value is still below the 2008 high.
- Private Utility Tax – down a little over \$100,000.
  - Electric revenues were slightly above budget.
  - Gas and phone both were below budget with phone showing the largest decline (\$128,000).
  - This revenue continues to decline.

- Business and Occupation Tax – \$314,000 above budget.
  - Reflects the beginning of an improved economy and an audit.
  
- Court Fines – Revenues were below budget for a fifth consecutive year.
  - Expenses were also down compared to budget.
  - Continue to see a reduction in citations and infractions associated with number of Police new hires.
  
- Development-related Activity
  - Usually closely tied to impact fees.
  - 2014 total impact fees were down almost a million dollars.
  - Parks experienced the biggest decline in impact fees.
  - Permit fees were 30% above budget, but still below pre-recession levels. (Chart 4)
  - The 2014 impact fee collection and usage report is shown on Chart 7.

### Major Categories of General Fund Revenue Activity\*

Sales Tax – Regular, Criminal Justice & Safety	\$ 420,558
Property Tax	(\$ 96,300)
Probation / Day Reporting	(\$ 59,330)
Business & Occupation Tax	\$ 314,240
Private Utility Tax	(\$ 107,521)
City Utility Tax	\$ 271,490
Building Permits	\$ 651,363

*\*Numbers are rounded.*

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### Expenditures

- Expenditures under budget in the general fund were able to bolster the year-end savings.
- \$780,549 surplus in expenditures came almost exclusively from salaries and benefits.
- As attrition occurred, departments held positions open or waited to fill positions.

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## Recommended Year-End Appropriations

Prior to 2009, funds for technology improvements were included in the Capital Facilities Plan. After much debate, money for major technology improvements became an operating budget expense to be funded from year end surplus.

### Recommended Uses

During the budget process, Council agreed to use any year-end surplus to restore reserves to avoid deeper cuts to the operating budget. Other recommended assignments:

### General Fund 2014 Year-End Activity

Revenue over estimate	\$1,548,580
Expenditures under budget	\$780,549
2014 increase in resources	\$2,329,129
<b>Amount Available</b>	<b>\$2,329,129</b>
<b>Policy assignments:</b>	
Required to maintain 10% reserve	(\$240,790)
Allocation for information technology	(\$200,000)
Parking Unbudgeted gain	(\$90,410)
Used in 2015 budget	(\$43,270)
<b>Balance after policy reduction</b>	<b>\$1,754,659</b>
<b>Recommended assignments:</b>	
Fire Equipment Reserve	(\$450,000)
CFP Contingency	(\$360,000)
Percival Landing	(\$350,000)
Downtown Strategy	(\$250,000)
OPEB – LEOFF I	(\$108,680)
Pedestrian Crossing	(\$70,000)
\$1 per Capita for Arts	(\$50,000)
Holly Landing	(\$50,000)
Sidewalk Repair	(\$40,000)
Interfaith Works Shelter	(\$17,000)
Council Goal Money	(\$8,979)
<b>Resource Balance</b>	<b>-0-</b>

## Utility Budgets

In general, the utility funds followed the same pattern and trends as the General Fund – slight under-collection of revenues -- offset by under-spending on the expense side. In each of the utilities, when a surplus is generated, the excess remains in the utility. The excess funds must be appropriated by Council to be spent. The indicators below continue to reflect the economy. The number of past due notices and shuts offs for nonpayment are still substantially higher than pre-recession.

### Utility Indicators – Chart 1

	Pre-Recession Average	2010	2011	2012	2013	2014
Final Bill Requests	1,125	639	270	828	1,145	1,101
New Services Added	315	239	202	184	229	201
Past Due Notices	13,725	16,560	16,567	16,761	16,632	17,173
Final Delinquency Notices	4,250	5,239	4,832	4,678	5,521	5,609
Shut-offs Performed	600	1,961	1,849	1,913	1,744	1,995
Returned Checks/Drafts	170	206	182	197	253	252
Total Utility Customers	18,500	19,218	19,274	19,471	19,760	20,036
Utility Revenues (In millions)		\$34.7	\$35.4	\$36.9	41.7	44.8

## Fund Balance Analysis – Chart 2

	2009	2010	2011	2012	2013	Prelim. 2014
<b>Revenues</b>	(\$1,746,560)	\$2,230,030	\$737,650	(\$1,124,860)	\$1,163,330	\$1,548,580
<b>Expenditures</b>	\$3,368,630	\$1,245,595	\$1,634,670	\$1,866,100	\$1,236,910	\$780,549
<b>Totals</b>	\$1,622,070	\$3,475,625	\$2,372,320	\$741,240	\$2,400,240	\$2,329,129
<b>Uses:</b>						
<b>Allocated to Next Year's Budget</b>	\$52,500	\$554,000		\$174,460	\$73,670	\$43,270
<b>Growth in 10% Reserve</b>	(\$118,140)	\$195,830		\$14,340	\$262,980	\$240,790
<b>Building Repair</b>		\$414,000	\$1,450,000	\$319,440	\$836,300	
<b>City Hall Loans</b>	\$1,193,070 (Environ. Clean up)	\$1,720,000 (Remainder of loan)				
<b>CJC Improve-ments</b>		\$138,000 (Renovations)	\$44,000 (Fencing & Lighting)	\$23,000 (Jail remodel)		
<b>CRA</b>			\$80,000			
<b>Downtown Plan</b>						\$250,000
<b>EDC</b>				\$10,000		
<b>Fire Equipment Reserve</b>		\$88,500				\$450,000
<b>Isthmus</b>					\$500,000	
<b>LEOFF I</b>		\$50,000	\$50,000			\$108,680
<b>Parking Unbudgeted Gain</b>	\$32,295	\$96,660	\$168,000		\$88,880	\$90,410
<b>Probation RMS</b>			\$36,000			
<b>Percival Landing</b>						\$350,000
<b>PSE Lights</b>					\$325,000	
<b>Technology</b>	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000



Chart 3

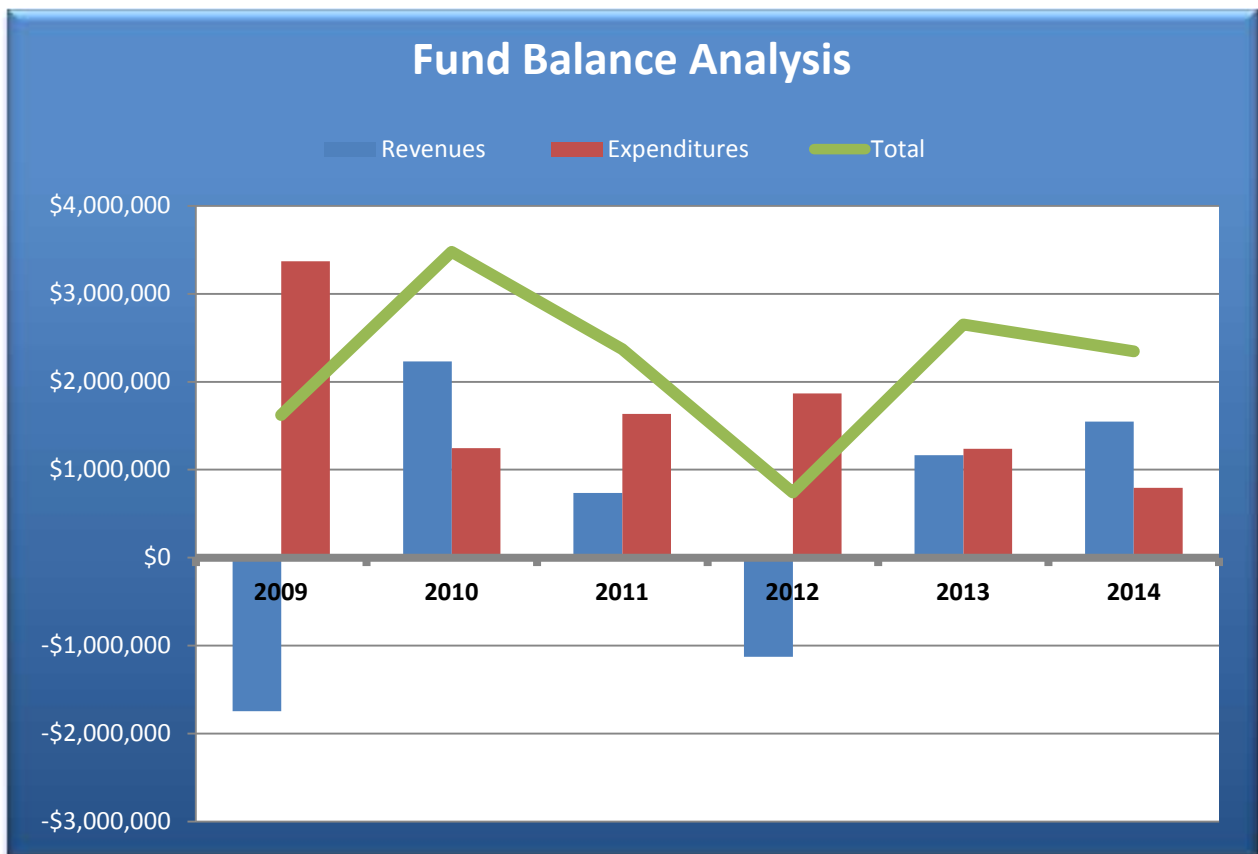


Chart 4

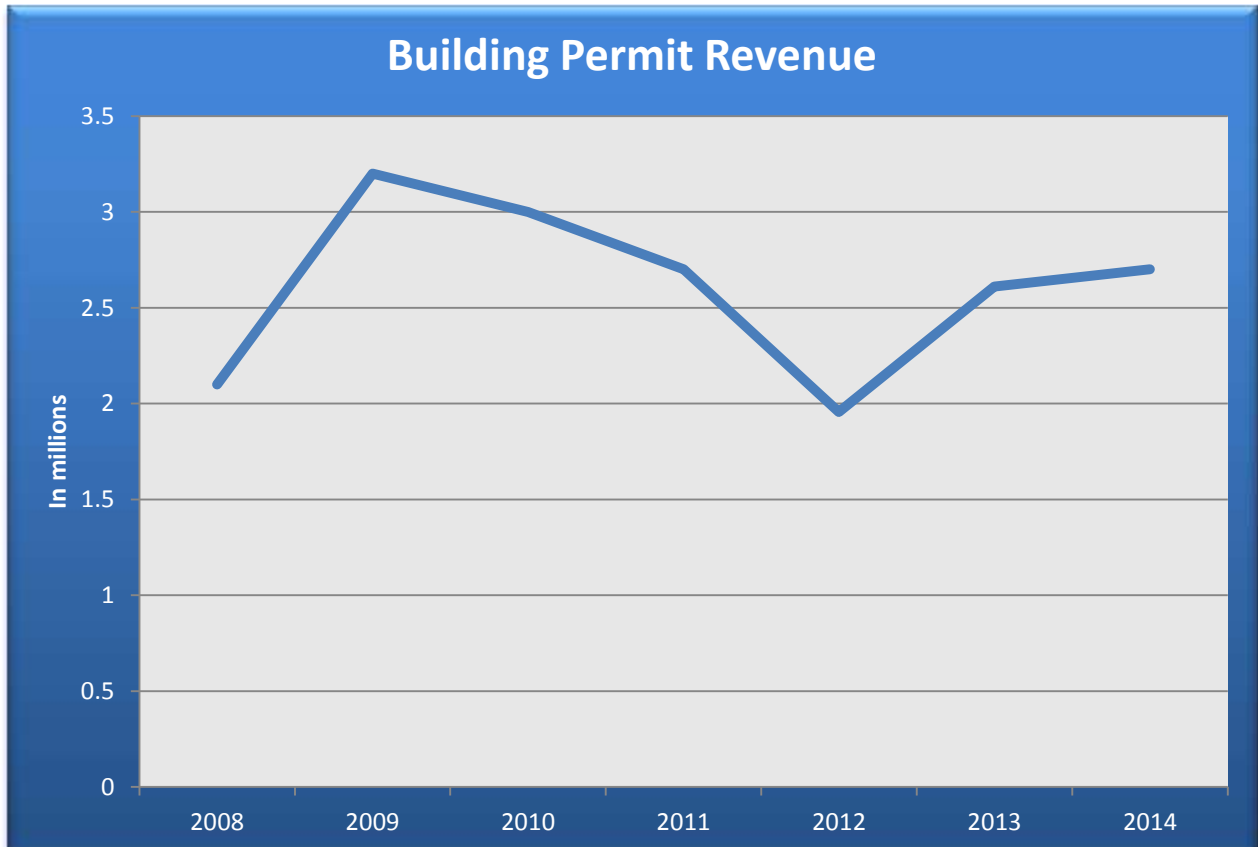


Chart 5

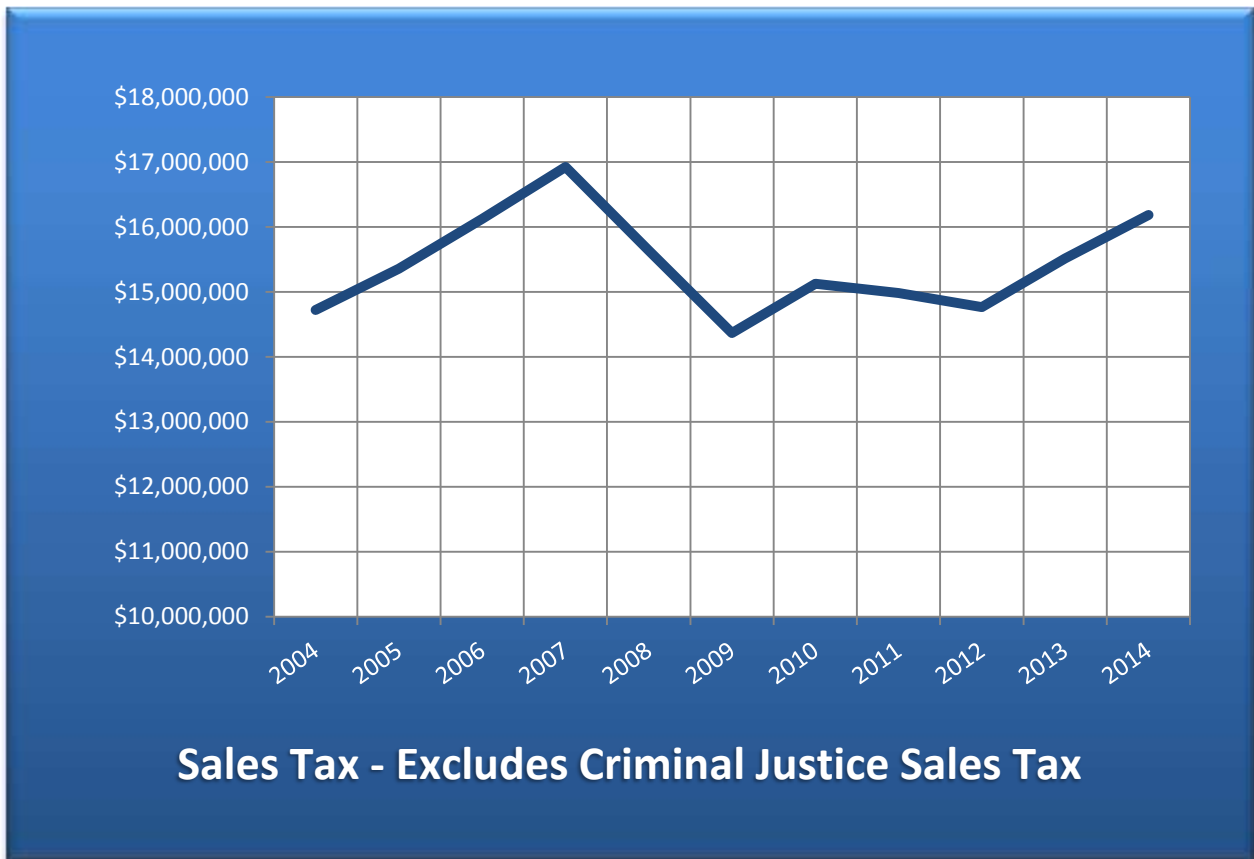
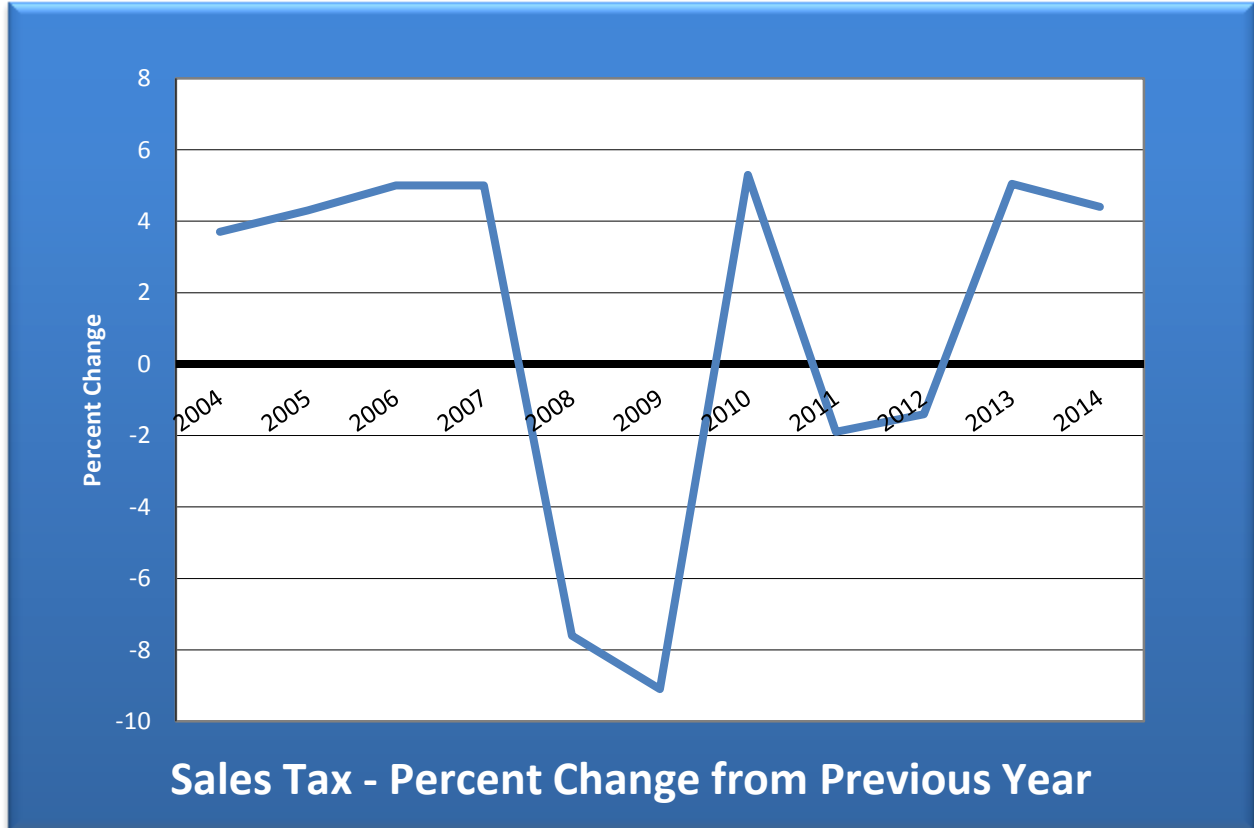


Chart 6



# Impact Fee Collection and Usage

Chart 7

Year	Fire	Transportation	Neighborhood Parks	Community Parks	Open Space	Ball Parks	Tennis Courts	Urban Trails	Special Use & Unallocated	Total City
1992 - 2004	\$ 1,432,297	\$ 6,420,717	\$ 399,102	\$ 257,771	\$ 2,159,064	\$ 724,903	\$ 70,082	\$ 268,727	\$ -	\$ 11,732,663
2005	215,847	1,270,881	28,684	n/a	335,742	80,707	8,873	44,315	-	1,985,058
2006	153,029	1,086,086	27,569	n/a	322,449	77,458	8,517	42,683	-	1,717,791
2007	83,416	470,653	16,474	n/a	191,883	45,862	5,001	25,886	Special Use	839,175
2008	95,679	1,128,246	12,329	12,932	68,360	12,155	1,329	6,811	14,151	1,351,992
2009	53,060	2,212,795	61,427	103,981	140,091	299	33	163	114,925	2,686,775
2010	640	821,417	106,335	176,897	196,271	-	-	-	184,936	1,486,405
2011	-	1,124,036	158,551	270,122	324,904	-	-	-	280,306	2,166,919
2012	-	1,065,528	92,875	156,379	173,983	-	-	-	163,461	1,652,226
2013	-	1,371,693	288,671	1,049,649	432,988	-	-	-	37,306	3,180,307
2014	-	1,214,136	161,957	513,478	257,152	-	-	-	85,447	2,232,169
<b>Total Since Nov. 1992</b>	<b>\$ 2,033,967</b>	<b>\$ 18,186,188</b>	<b>\$ 1,353,983</b>	<b>\$ 2,541,209</b>	<b>\$ 4,602,887</b>	<b>\$ 941,384</b>	<b>\$ 93,835</b>	<b>\$ 388,585</b>	<b>\$ 889,532</b>	<b>\$ 31,031,570</b>
<b>Court Ordered Refunds (fee portion)</b>	<b>\$ -</b>	<b>\$ (278,075)</b>	<b>\$ (62,571)</b>	<b>\$ -</b>	<b>\$ (174,169)</b>	<b>\$ (84,087)</b>	<b>\$ (7,857)</b>	<b>\$ (25,707)</b>	<b>\$ -</b>	<b>\$ (632,466)</b>
<b>Use of Impact Fees: (-) neg = usage</b>										
1993- 2004	\$ (720,493)	\$ (5,104,777)	\$ (360,127)	\$ (263,276)	\$ (1,342,703)	\$ (459,015)	\$ (47,376)	\$ (136,671)	\$ -	\$ (8,434,439)
2005	(48,374)	(179,571)	(27,471)	-	(37,929)	(2,852)	-	(14,037)	-	(310,234)
2006	(4,300)	(321,895)	(422)	-	(263,541)	(212)	-	(18,337)	-	(608,708)
2007	(46,048)	(73,826)	74	-	(873,336)	(136)	-	(34,497)	-	(1,027,769)
2008	(648,837)	(69,821)	-	-	(119,644)	(1,548)	(238)	(100,930)	-	(939,017)
2009	(675,430)	(1,063,672)	(8,228)	-	-	-	-	(32,723)	-	(1,780,052)
2010	(225,582)	(3,726,910)	(84,348)	-	(253,192)	(76,215)	-	(21,201)	(119,200)	(4,506,648)
2011	-	(2,221,697)	(27,781)	(95,000)	(515,494)	(357,560)	(58,132)	-	(91,011)	(3,396,665)
2012	-	(1,204,603)	(15,279)	-	(80,042)	(1,139)	(34)	(9,320)	(166)	(1,310,581)
2013	-	(149,994)	(120,145)	(626,760)	-	-	-	(9,749)	(289,000)	(1,195,648)
2014	-	(1,488,852)	(5,019)	(272,620)	-	-	-	(3,113)	(6,909)	(1,776,513)
<b>Total Usage</b>	<b>\$ (2,367,064)</b>	<b>\$ (15,605,618)</b>	<b>\$ (648,746)</b>	<b>\$ (1,257,656)</b>	<b>\$ (3,485,881)</b>	<b>\$ (898,668)</b>	<b>\$ (105,779)</b>	<b>\$ (380,577)</b>	<b>\$ (506,286)</b>	<b>\$ (25,256,274)</b>
<b>Note: Usage is as of Process date; if accounting month is not closed, amount may vary.</b>										
<b>Balance</b>	<b>\$ (333,097)</b>	<b>\$ 2,302,495</b>	<b>\$ 642,666</b>	<b>\$ 1,283,553</b>	<b>\$ 942,837</b>	<b>\$ (41,370)</b>	<b>\$ (19,801)</b>	<b>\$ (17,700)</b>	<b>\$ 383,246</b>	<b>\$ 5,142,830</b>
<b>Interest</b>	<b>\$ 333,097</b>	<b>\$ 981,456</b>	<b>\$ 31,502</b>	<b>\$ 10,075</b>	<b>\$ 455,248</b>	<b>\$ 198,518</b>	<b>\$ 19,801</b>	<b>\$ 47,051</b>	<b>\$ 3,355</b>	<b>\$ 2,080,104</b>
<b>Fund Bal. w/Interest</b>	<b>\$ -</b>	<b>\$ 3,283,951</b>	<b>\$ 674,169</b>	<b>\$ 1,293,629</b>	<b>\$ 1,398,085</b>	<b>\$ 157,148</b>	<b>\$ -</b>	<b>\$ 29,351</b>	<b>\$ 386,602</b>	<b>\$ 7,222,934</b>
<b>Budget Balance</b>	<b>\$ -</b>	<b>\$ 1,876,641</b>	<b>\$ 324,484</b>	<b>\$ 190,596</b>	<b>\$ 423,758</b>	<b>\$ 156,686</b>	<b>\$ -</b>	<b>\$ 17,714</b>	<b>\$ 186,438</b>	<b>\$ 3,176,317</b>
<b>Balance Available to Appropriate</b>	<b>\$ -</b>	<b>\$ 1,407,310</b>	<b>\$ 349,685</b>	<b>\$ 1,103,033</b>	<b>\$ 974,327</b>	<b>\$ 462</b>	<b>\$ -</b>	<b>\$ 11,637</b>	<b>\$ 200,163</b>	<b>\$ 4,046,617</b>

Updated 3/4/2015

**Ordinance No.**

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO  
THE 2015 BUDGET, AND APPROPRIATING GENERAL FUND, FUND BALANCE  
FOR VARIOUS PURPOSES.

WHEREAS, there is in the General Fund, fund balance in excess of the fund balance reserve requirement; and

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

**Section 1.** That the following appropriations are hereby made:

<b><u>GENERAL FUND (001)</u></b>		
<b>Resources:</b>	Fund Balance	\$2,045,069
	<b>TOTAL RESOURCES</b>	<b>\$2,045,069</b>
<b>Appropriations:</b>	Council Goals	\$8,979
	Downtown Plan	250,000
	Interfaith Works Shelter	17,000
	Holly Landing	50,000
	Sidewalk Repair	40,000
	Transfers to:	
	Parking Special Account	90,410
	Information Systems Special Account	200,000
	LEOFF 1 Post Employment Trust Fund	108,680
	Fire Equipment Reserve Fund	450,000
	Municipal Arts Fund	50,000
	Capital Improvement fund	
	Percival Landing major maintenance	350,000
	Sidewalk/Bike Land grant matching	70,000
	CIP Contingency	360,000
	<b>TOTAL APPROPRIATIONS</b>	<b>\$2,045,069</b>

**SPECIAL ACCOUNTS CONTROL FUND (003)**

<b>Resources:</b>	Transfer in from General Fund	\$290,410
	<b>TOTAL RESOURCES</b>	<b>\$290,410</b>
<b>Appropriations:</b>	Parking Special Account	\$90,410
	Information Technology Special Account	200,000
	<b>TOTAL APPROPRIATIONS</b>	<b>\$290,410</b>

**FIRE EQUIPMENT RESERVE FUND (331)**

<b>Resources:</b>	Transfer in from General Fund	\$450,000
	<b>TOTAL RESOURCES</b>	<b>\$450,000</b>
<b>Appropriations:</b>	Fire Equipment Purchase	\$450,000
	<b>TOTAL APPROPRIATIONS</b>	<b>\$450,000</b>

**MUNICIPAL ARTS FUND (026)**

<b>Resources:</b>	Transfer in from General Fund	\$50,000
	<b>TOTAL RESOURCES</b>	<b>\$50,000</b>
<b>Appropriations:</b>	Municipal Art	\$50,000
	<b>TOTAL APPROPRIATIONS</b>	<b>\$50,000</b>

**CAPITAL IMPROVEMENT FUND (317)**

<b>Resources:</b>	Transfer in from General Fund	\$780,000
	<b>TOTAL RESOURCES</b>	<b>\$780,000</b>
<b>Appropriations:</b>	Percival Landing	\$350,000
	Sidewalk/Bike Lane grant match	70,000
	CIP Contingency	360,000
	<b>TOTAL APPROPRIATIONS</b>	<b>\$780,000</b>

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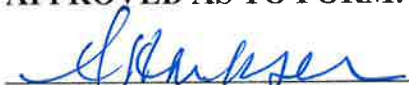
MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**

  
ASSISTANT CITY ATTORNEY

---

**PASSED:**

**APPROVED:**

**PUBLISHED:**



**Board  
of  
Directors**

**Russ Carstensen**  
*President*

**Sandy Nelson**  
*Vice President*

**Maurice Green**  
*Treasurer/Secretary*

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*Office Manager*

**Felly Giorgianni Jr.**  
*Maintenance  
Specialist*

**Marge Price**  
*Resource  
Development*

Mr. Jim Cooper, Councilmember  
City of Olympia  
601 4th Ave. E.  
Olympia, WA 98501

February 17, 2015

Dear Jim,

Since our formation in 1990, Homes First!, has been designated a community housing, development organization (CHDO) by the Department of Housing and Urban Development. As a non-profit low-income rental housing provider for Thurston County, we have purchased, renovated, and maintained homes for over 3,000 of our neighbors. At this time, we respectfully request of \$50,000 from the City of Olympia for our next exciting project: the purchase and renovation of a local motel into 35 units of permanent supportive housing.

Homes First! will be the owner and manager of the renovated Holly Landing (currently Holly Motel) in Olympia and partner with other local organizations (Community Housing Partnership) to provide supports to our tenants. Your support will allow us to leverage other local and state resources to provide a fresh start to our hardest to house neighbors in our community.

The Thurston County Board of Health's initiative to increase community engagement around health priorities, known as **Thurston Thrives**, includes a goal to create permanent supportive housing for people who are chronically homeless. The Thurston County **HOME Consortium** has also set a priority to "create permanent supportive housing opportunities to alleviate impact on jails, hospitals, police, fire, medics, downtown and businesses."

In the interest of meeting these shared goals, this proposal outlines a cooperative project to house the highest need members of our community and details a course of action in addressing this serious housing, health, and services gap in the greater Olympia area.

**Our Project**

Our intent is to convert the property currently known as the Holly Motel into **35 units of supportive housing with an onsite counselling center which is staffed 24/7**. The single-person efficiency units will stabilize housing and health for 35 chronically homeless people. With appropriate supports, this permanent housing can serve as a foundation for rehabilitation, therapy, and improved health.



### Our Purpose

The purpose of developing the Holly Landing is to create much needed supportive housing opportunities for chronically homeless people. The Community Housing Partnership is committed to creating supportive housing that will:

1. **Reduce costs** to our systems of care by alleviating pressure on law enforcement, jails, hospitals and businesses,
2. **Provide services** to address mental and physical health of residents, and that
3. **Provides opportunities** for residents to live healthier and fuller lives.

### Our Results

The Partnership aims to:

1. **Stabilize housing** and health for 35 chronically homeless people.
2. **Support 35 residents** in stabilizing their lives with on-site professional support services for mental health, physical health and recovery via partnerships with local providers
3. **Reduce costs** to other systems of care such as law enforcement, hospitals and businesses.

### Our Collaboration

Thurston County is home to dozens of non-profit organizations. One of the most important aspects of Holly Landing involves forming a web of non-profits in collaboration with for-profit entities in the county who wish to **work together to make an impact** on housing affordability, housing stability, and quality of life for our community's most vulnerable citizens. Current Partners in this project include:

- Homes First! – Property Owner & Manager
- Behavioral Health Resources– Lead Social Service Agency & Mental Health Case Management
- Housing Authority of Thurston County – Rental Subsidy Provider
- Thurston County Department of Health & Human Services
- NW Resources – Chemical Dependency Support
- Olympia Free Clinic – Physical Health Support
- Sidewalk (a subsidiary of Interfaith Works) – Coordinated Entry for Adults without Children

### Reducing Costs

Chronically homeless people are among the most vulnerable people in the homeless population. They tend to have high rates of behavioral health problems, including severe mental illness and substance abuse disorders, conditions that may be exacerbated by physical illness, injury or trauma. Consequently, they are frequent users of emergency services, crisis response, and public safety systems.

Chronically homeless individuals living in permanent supportive housing are far less likely to draw on expensive public services. They are also less likely to end up in homeless shelters, emergency rooms, or jails, none of which are effective interventions for chronic homelessness. **Public costs – whether local, state or federal – are therefore reduced.**

Permanent supportive housing can produce dramatic results. A famous study in the Journal of American Medicine (Mary E. Larimer, et al., 2009) of the 1811 Eastlake program in Seattle, WA, which provides





housing to homeless people with the most extensive health problems, found that the program saved nearly \$30,000 per tenant per year in publicly-funded services, all while achieving better housing and health outcomes for the tenants.

*Drexel House, a local supportive housing provider is an example of best practices in this area. It provides supportive housing for chronically homeless people at a cost of \$64 per person per day while the cost to jail a person is \$92 per day and the cost of a hospital stay is \$2,500 per day.*

### **Providing Services and Opportunities**

Connecting chronically homeless people to services that support their mental health, their physical health and that support recovery is the number two benefit of supportive housing. Research shows that, for chronically homeless individuals, **stable housing is an essential component of successful recovery**. The solution to the problem of chronic homelessness is permanent supportive housing, which is housing coupled with supportive services. With appropriate supports, permanent housing can serve as a foundation for rehabilitation, therapy, and improved health.

### **About Homes First!**

Homes First! builds, acquires, renovates, and preserves affordable rental housing for low and extremely income families, individuals, and people with special needs. Currently we own and manage 71 rental units. Income from rent goes to maintain the housing, provide staff oversight, and help fund future affordable housing projects.

Our power is in our partnerships. Rather than trying to be both a housing and social service provider, we concentrate on what we are good at – being a great property owner and landlord. This allows our partners to focus on what they are good at – providing supportive services to our tenants.

### **Homes First! Current Programs**

Homes First! owns and manages a variety of low-income homes. We have several kinds of living spaces available and they are managed in a variety of ways.

#### **1. Project Based Voucher Homes**

These scattered site houses and apartment vacancies are applied for through the Housing Authority of Thurston County ([www.hatc.org](http://www.hatc.org)). The Housing Authority of Thurston County manages applications and any waitlists when applicable.

#### **2. HF! Directly-Managed Residences**

These scattered site houses and apartments are managed directly through Homes First! who accepts applications for the spaces only when there are vacancies. Many other local social service agencies work with us to place their clients in our homes.

#### **3. Oxford Houses**

Although owned and maintained by Homes First! tenant applications are managed through the Oxford House Program ([www.OxfordHouse.org](http://www.OxfordHouse.org)). Oxford House is a concept in recovery from drug and alcohol addiction. In its simplest form, an Oxford House describes a democratically run, self-supporting, and drug free home.

#### **4. Group Living for Adults with Developmental Disabilities**

Although owned & maintained by Homes First!, case management services are provided by five organizations who specialize in working with adults developmental disabilities. Applications for



available spaces are managed directly with each service provider. Kokua ([www.kokuaservices.org](http://www.kokuaservices.org)), LGH Residential ( [www.lghres.com](http://www.lghres.com)), Community Resources ( [www.community-resources.com](http://www.community-resources.com)), Place One ( [www.placeoneinc.com](http://www.placeoneinc.com)), and new in 2014 - Aacres ([www.aacresllc.com](http://www.aacresllc.com)).

**Staff, Volunteers, and Relationships**

Homes First! is proud to say that we have managed for most of our history, to operate our organization’s administrative needs solely on earned income from rent. Our income covers the salaries and benefits for our three full-time administrative staff and one maintenance technician, along with the the costs of running an office and maintaining 71 units in 26 properties. We will be adding our 27<sup>th</sup> & 28<sup>th</sup> homes in February 2015!

Homes First! has always worked closely with other local non-profit and for-profit organizations to fulfill our mission:

- organizations like YouthBuild (<https://youthbuild.org/siteview/1147/info>) and ReBuilding Together (<http://www.oly-wa.us/RebuildingTogether>) to develop properties.
- organizations like the Housing Authority of Thurston County, the Family Support Center, Behavioral Health Resources and the Community Action Council to ensure that our community has the services it needs to support its low-income and special needs citizens and to provide social services for our tenants.

Homes First! also works with a variety of volunteers from around the community including those from faith communities and service organizations, to maintain our properties and provide office support. In 2014, we also joined with WorkSource to provide on the job training to individuals who are struggling to gain skills and return to the workforce. We hope to have more volunteer opportunities in the future as we move toward more new construction.

**Funding Request**

Homes First! continues to operates primarily on earned income. 92% of our revenue is earned through rental income. This rental income covers 100% of our administrative costs so that the other 8%, which comes from a variety of federal, state and local grants along with individual, group, and corporate donations, can go directly back to property development.

For such a small organization, we have done an amazing job over the last 25 years, of surviving in a variety of housing markets. However, to be in a position to not only provide our unique service to our current tenants but also thrive and mature to meet the growing needs of the community, a significant influx of unrestricted funds is required.

Therefore, this request concentrates on increasing our ability to raise unrestricted capital.

**Project Budget** – *comprehensive budget attached*

Budget	Total	Request to City of Olympia	Homes First! Match	Thurston County Match	Request to Local Family Foundations & Cities	Request to Providence Foundation	Request to Medina Foundation	Request to Norcliffe Foundation
Purchase & Rehab	\$1,750,000	\$50,000	\$650,000	\$50,000	\$675,000	\$150,000	\$150,000	\$25,000

**Please Note:** The Community Housing Partnership is approaching other funders for support of the



rehabilitation and soft costs for this project.

## **Evaluation**

The Community Housing Partnership understands the importance of constantly working at Quality Improvement. This entails working to improve both process and outcomes that reflect a philosophy that regular attention to processes and outcomes leads to better quality service for tenants, and ultimately, a better quality of life.

A robust a quality assurance system will help the service and housing providers do the following:

- Diagnose our program's strengths and weaknesses;
- Identify problem areas quickly, so that solutions can be developed;
- Formulate action plans for improving our program;
- Recognize staff achievements;
- Make information available for reports, bids, and proposals; and
- Help clients/tenants achieve their goals for recovery.

Capitol Recover Center, the lead social service organization on the project, is developing a fidelity scale and general organizational Index (GOI) specifically for permanent supportive housing at Holly Landing. A fidelity scale is a tool for determining how a program measures up to an ideal model of Permanent Supportive Housing, based on ongoing research and expert consensus.

The GOI measures an the capacity to implement evidence-based and promising practices, such as Permanent Supportive Housing, Supported Employment, and Assertive Community Treatment (ACT). The GOI examines factors such as whether clients receive individualized, written plans; whether employees receive preliminary and ongoing training; and whether supervisors meet regularly with employees to review work. These tools are useful for both internal and external evaluations.

The fidelity scale and GOI provide basic guidelines for program evaluation, but collecting specific information about the program and the people who participate in the program can provide a fuller picture of how well it meets the basic goals of Permanent Supportive Housing. Some information that will be gathered for analysis includes the following:

- Number of tenant/client contacts with case manager within last 90 days;
- Number of housing units to which tenants have legal rights of tenancy;
- Number of people entering housing with no demonstration of housing readiness;
- Percentage of participants paying 30 percent or less of income toward rent plus basic utilities.
- Some outcome measures tracked by Permanent Supportive Housing programs are the following:
- Days housed in last 90 days, 180 days, etc.;
- Tenure in current housing situation;
- Tenure in program;
- Days hospitalized in last 90 days;
- Number of hospitalizations in last 90 days;
- Days in jail in last 90 days;
- Mental health functioning;
- Social functioning;
- Substance abuse reported;
- Income;
- Benefits eligibility (Medicaid, SSI, Food Stamps, etc.);
- Employment rate;



- Participation in education;
- Participation in social activities outside the program;
- Self-reported quality of life;
- Self-reported consumer satisfaction

We appreciate your consideration of this proposal. We hope you will choose to invest in Homes First! and the constituencies we seek to serve. Please contact me if you have any questions or input regarding this request.

Best regards,



Trudy Soucoup  
Executive Director

Direct: 360-915-7513

Email: [executivedirector@homesfirst.org](mailto:executivedirector@homesfirst.org)

*501(c)(3) nonprofit organization. #94-3124800. Donations are tax deductible to the extent allowed by law.*

