



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, April 23, 2019

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [19-0379](#) Special Recognition - Honoring the Advisory Board Service of Jane Laclergue and Dwayne Harkness

2.B [19-0171](#) Special Recognition - Presentation of the Environmental Protection Agency (EPA) Drinking Water Revolving Fund WATERS Award for the McAllister Wellfield Corrosion Control Facility

Attachments: [Project Photo](#)

3. PUBLIC COMMENT

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

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

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

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

4.A [19-0392](#) Approval of April 16, 2019 Study Session Meeting Minutes

Attachments: [Minutes](#)

- 4.B [19-0391](#) Approval of April 16, 2019 City Council Meeting Minutes

Attachments: [Minutes](#)

- 4.C [19-0394](#) Bills and Payroll Certification

Attachments: [Bills and Payroll](#)

- 4.D [19-0326](#) Approval of a Resolution Authorizing an Intergovernmental Agreement for Emergency Management Assistance Compact and Pacific Northwest Emergency Management Agreement Assistance Between the Washington State Military Department and City of Olympia

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

- 4.E [19-0349](#) Approval of a Resolution Authorizing a Latecomer Agreement for Sewer and Water Installed on Ann Street NE

Attachments: [Resolution](#)
[Agreement](#)
[Map](#)

- 4.F [19-0385](#) Approval of a Resolution Authorizing a Right-Of-Way Permit Agreement between the City of Olympia and King Solomon's Reef

Attachments: [Resolution](#)
[Agreement](#)
[Map](#)

4. SECOND READINGS (Ordinances)

- 4.G [19-0249](#) Approval of an Ordinance Amending Olympia Municipal Code Related to Drinking Water Regulations

Attachments: [Ordinance](#)

- 4.H [19-0352](#) Approval of an Ordinance Amending Olympia Municipal Code Related to the Percival Landing Moorage Facility

Attachments: [Ordinance](#)

4. FIRST READINGS (Ordinances) - None

5. PUBLIC HEARING - None

6. OTHER BUSINESS

- 6.A [19-0332](#) Integrated Emergency Management Course (IEMC) Report

6.B [19-0375](#) Approval of 2019 Neighborhood Matching Grant Allocation

Attachments: [NMG Review Team Recommendation](#)

6.C [19-0377](#) Approval of the Home Fund 2019 Award Process

Attachments: [Home Fund Advisory Board Members](#)

7. CONTINUED PUBLIC COMMENT

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

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

8.B CITY MANAGER'S REPORT AND REFERRALS

9. ADJOURNMENT

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



City Council

Special Recognition - Honoring the Advisory Board Service of Jane Laclergue and Dwayne Harkness

Agenda Date: 4/23/2019
Agenda Item Number: 2.A
File Number: 19-0379

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

Title

Special Recognition - Honoring the Advisory Board Service of Jane Laclergue and Dwayne Harkness

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Recognize Jane Laclergue and Dwayne Harkness for their long service and commitment as citizen volunteers on City advisory committees.

Report

Issue:

Whether to recognize Jane Laclergue and Dwayne Harkness for their long service and commitment. Ms. Laclergue served on the Design Review Board for 15 years, from 2004 to 2019. Mr. Harkness was appointed to the Heritage Commission in May 2005 and served for 14 years.

Staff Contact:

Tim Smith, Principal Planner, Community Planning and Development, 360.570.3915;
Marygrace Goddu, Historic Preservation Officer, 360.753.8031

Presenter(s):

Tim Smith, Principal Planner, Community Planning and Development
Marygrace Goddu, Historic Preservation Officer

Background and Analysis:

Ms. Laclergue has a deep appreciation for how the Design Review Board has progressed over the years. The quality of work presented to the Board has moved from hand drawings to detailed computer renditions. Notable projects before the Board during Ms. Laclergue's tenure include the 512 Jefferson Apartments, Red Leaf Townhomes on Fones Road, and Annie's Flats on 5th Avenue downtown.

Ms. Laclergue is also proud of the Board's work on the Lowe's Home Improvement store and the Olympia Farmers Market. The mural on the east wall of the Lowe's building facing Kacey Keller Drive was the outcome of discussions between Board and applicant on the design treatment for the large wall. For the Farmers Market, the Board worked retain the metal roof in the design for the building. The Board believed the roof gave the building some character and reinforced the look of a barn. The roof highlights the image the public can view when approaching the market on Capitol Way.

Dwayne Harkness joined the Heritage Commission shortly after successful completion of the renovation of the State Capitol Building, for which he served as the state's lead architect. Mr. Harkness brought to the Commission a wealth of knowledge and experience in making tough decisions balancing historic preservation with functional requirements. He put that experience to work for the City, serving on the Historic Review Committee through his entire tenure, reviewing proposed alterations to historic properties and working directly with property owners to find win-win solutions to meet their needs while honoring their home's historic character and community value.

Two significant Commission accomplishments during his service give him great satisfaction: 1) the City's adoption of the U.S. Secretary of the Interior's Standards for Treatment of Historic Properties, which set clear standards and support objective decision-making; and 2) strong integration of historic preservation goals and principles into the City's Comprehensive Plan.

Both Ms. Laclergue and Mr. Harkness's personal contributions have been significant, and will be greatly missed. They thoroughly enjoyed, practiced, and encouraged active listening, full participation, the sharing of diverse opinions, and creative thinking. They often brought a calm voice to impassioned debates, reminded us of the need for clear, objective, and reasoned arguments, and were always mindful of their respective committee's role to serve the whole community.

Neighborhood/Community Interests (if known):

None known

Options:

N/A

Financial Impact:

N/A

Attachments:

None



City Council

Special Recognition - Presentation of the Environmental Protection Agency (EPA) Drinking Water Revolving Fund WATERS Award for the McAllister Wellfield Corrosion Control Facility

Agenda Date: 4/23/2019
Agenda Item Number: 2.B
File Number: 19-0171

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

Title

Special Recognition - Presentation of the Environmental Protection Agency (EPA) Drinking Water Revolving Fund WATERS Award for the McAllister Wellfield Corrosion Control Facility

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Receive the WATERS Award from the Environmental Protection Agency (EPA)

Report

Issue:

Whether to receive an award from the Environmental Protection Agency for the City's McAllister Wellfield Corrosion Control Facility

Staff Contact:

Rich Hoey, P.E., Public Works Director, 360.753.8495
Tim Richardson, P.E., Supervising Engineer, 360.753.8749

Presenter(s):

Lucy Edmonson, EPA Washington Operations Director (presenting)
Janet Cherry, Drinking Water State Revolving Fund Supervisor, State DOH (attending)

Background and Analysis:

In 2018, the City completed construction of a corrosion control treatment system for the McAllister Wellfield, the City's main drinking water source. The treatment system is designed to raise the pH of the City's drinking water and thereby make it less corrosive to plumbing in homes and other buildings. This reduces the risk of lead or copper leaching into the water from building plumbing. This new system helps the City continue its compliance with federal Safe Drinking Water Act

standards and is vital for protection of public health.

The corrosion control system uses aeration (air blown through water) to raise the pH without need of chemicals. Attached is a photo of the completed project.

The City received a low interest loan for the project through the federal Drinking Water State Revolving Fund. This is an EPA program, administered by the State Department of Health.

EPA recently selected the City's project for a 2018 "WATERS" award. WATERS stands for Well-planned, Affordable, Transferable, Efficient, Resilient and Sustainable. EPA and State DOH representatives plan to present the award to the City Council.

Neighborhood/Community Interests (if known):

None at this time.

Options:

N/A

Financial Impact:

N/A

Attachments:

Project Photo





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

City Council

Approval of April 16, 2019 Study Session Meeting Minutes

Agenda Date: 4/23/2019
Agenda Item Number: 4.A
File Number: 19-0392

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

Title

Approval of April 16, 2019 Study Session Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, April 16, 2019

5:30 PM

Council Chambers

Study Session

1. ROLL CALL

Present: 5 - Mayor Pro Tem Jessica Bateman, Councilmember Jim Cooper, Councilmember Nathaniel Jones, Councilmember Lisa Parshley and Councilmember Renata Rollins

Excused: 2 - Mayor Cheryl Selby and Councilmember Clark Gilman

2. BUSINESS ITEM

2.A [19-0117](#) Briefing on Downtown Street Improvements

Transportation Planning Supervisor Sophie Stimson and Senior Engineer Jeff Johnstone gave an update on the status of the Legion Way and Franklin Street improvement projects including updated cost estimates, anticipated construction schedule, public communication efforts and next steps.

Councilmembers asked clarifying questions.

The study session was completed.

3. ADJOURNMENT

The meeting adjourned at 6:20 p.m.



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601 4th Avenue E.
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360-753-8244

City Council

Approval of April 16, 2019 City Council Meeting Minutes

Agenda Date: 4/23/2019
Agenda Item Number: 4.B
File Number: 19-0391

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

Title

Approval of April 16, 2019 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, April 16, 2019

7:00 PM

Council Chambers

1. ROLL CALL

Present: 6 - Mayor Cheryl Selby, Mayor Pro Tem Jessica Bateman, Councilmember Jim Cooper, Councilmember Nathaniel Jones, Councilmember Lisa Parshley and Councilmember Renata Rollins

Excused: 1 - Councilmember Clark Gilman

1.A ANNOUNCEMENTS

Mayor Selby noted Council met earlier in the evening in Study Session. Assistant City Manager Jay Burney introduced Linnaea Jablonski, the City's newly hired Human Resources Director.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [19-0345](#) Special Recognition - Proclamation Recognizing Equal Pay Day

Mayor Pro Tem Bateman read a proclamation recognizing Equal Pay Day. YWCA Representative Cherie Reeves Sperr spoke regarding the topic.

Administrative Services Director Debbie Sullivan shared efforts within the City to create a women's mentorship group.

The recognition was received.

2.B [19-0337](#) Update of the Water Resource Inventory Area (WRIA) 13 Lead Entity for Salmon Recovery

Thurston Regional Planning Council's WRIA 13 Entity Coordinator Amy Hatch-Winecka gave an update on salmon habitat recovery in South Puget Sound.

Councilmembers asked clarifying questions.

The recognition was received.

3. PUBLIC COMMENT

The following people spoke: Kaylee Shen, Llewyn Merrill, Sydney Dixon, Jean Ochoa, Bahar Bouzarjomehri, Hauehol I Lee, Helen Haushka, Paola Ochoa, Emma Song, Phill Charles, Karen Anderson, Cody Cook, Skip Steffen, Lexie Beyers, Sharon Whitehill, David Sederberg, and Andrew Cramer.

4. CONSENT CALENDAR

Mayor Selby invited South Puget Sound Community College President Tim Stokes to discuss item 4.C. He discussed the College's plan to move some of their programs into the building at 601 4th Avenue East.

- 4.A** [19-0343](#) Approval of March 26, 2019 Study Session Meeting Minutes

The minutes were adopted.

- 4.B** [19-0344](#) Approval of March 26, 2019 City Council Meeting Minutes

The minutes were adopted.

- 4.C** [19-0353](#) Approval of a Resolution Authorizing the Lease of City-Owned Property Located at 112 4th Avenue W to South Puget Sound Community College

The resolution was adopted.

- 4.D** [19-0360](#) Approval of a Resolution Authorizing the Lease of City-Owned Property Located at 116 4th Avenue W to the Great India Cuisine, Inc.

The resolution was adopted.

- 4.E** [19-0338](#) Approval of 2019 Advisory Committee Work Plans

The decision was adopted.

- 4.F** [19-0312](#) Approval to Appoint John Gausam to the Capital Area Regional Public Facilities District Board

The decision was adopted.

- 4.G** [19-0348](#) Approval of Additional Community Planning and Development Program Assistant and Parking Enforcement Officer Positions

The decision was adopted.

4. SECOND READINGS (Ordinances) - None

4. FIRST READINGS (Ordinances)

- 4.H** [19-0249](#) Approval of an Ordinance Amending Olympia Municipal Code Related to Drinking Water Regulations

The ordinance was approved on first reading and moved to second reading.

- 4.I [19-0352](#) Approval of an Ordinance Amending Olympia Municipal Code Related to the Percival Landing Moorage Facility

The ordinance was approved on first reading and moved to second reading.

Approval of the Consent Agenda

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

Aye: 6 - Mayor Selby, Mayor Pro Tem Bateman, Councilmember Cooper, Councilmember Jones, Councilmember Parshley and Councilmember Rollins

Excused: 1 - Councilmember Gilman

5. PUBLIC HEARING - None

6. OTHER BUSINESS

- 6.A [19-0342](#) Approval of a Resolution Adopting Phase II of the Parking Strategy

Parking Program Analyst Max DeJarnatt gave an overview of the Phase II of the Parking Strategy.

Councilmembers asked clarifying questions.

Mayor Pro Tem Bateman moved, seconded by Councilmember Parshley, to approve the resolution adopting Phase II of the Parking Strategy as amended by the Land Use and Environment Committee. The motion carried by the following vote:

Aye: 6 - Mayor Selby, Mayor Pro Tem Bateman, Councilmember Cooper, Councilmember Jones, Councilmember Parshley and Councilmember Rollins

Excused: 1 - Councilmember Gilman

7. CONTINUED PUBLIC COMMENT

The following people spoke: Amanda Peers and CC Coates.

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

Councilmember Cooper discussed recent interviews with policy analysts and noted the two chosen were Athena Group and Harvey M Rose Associates. Council concurred for Mr. Burney to move forward with contract negotiations with both firms.

Councilmember Jones presented a revised version of his referral to the Heritage Commission regarding finding a way to honor Dr. Martin Luther King, Jr in Olympia. He received concurrence to move forward with the referral.

8.B CITY MANAGER'S REPORT AND REFERRALS - None

9. EXECUTIVE SESSION

9.A [19-0361](#) Executive Session Pursuant to RCW 42.30.110(1)(i); Litigation and Potential Litigation

Mayor Selby recessed the meeting to Executive Session at 9:47 p.m. pursuant to RCW 42.30.110(1)(i) to discuss litigation and potential litigation. She announced no decisions will be made, the meeting is expected to last no longer than 60 minutes, and the Council will adjourn immediately following the Executive Session. The City Attorney was be present at the Executive Session.

The executive session was held and no decisions were made.

9. ADJOURNMENT

The meeting adjourned at 10:40 p.m.



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

City Council

Bills and Payroll Certification

Agenda Date: 4/23/2019
Agenda Item Number: 4.C
File Number: 19-0394

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

Title
Bills and Payroll Certification

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **3/31/2019** have been examined and are approved as recommended for payment.

Employees Gross Pay:	<u>\$ 2,256,589.16</u>	
Fire Pension Gross Pay:	<u>\$ 31,928.65</u>	
Employer Share of Benefits:	<u>\$ 754,365.01</u>	
Employer Share of LEOFF I Police Post-Retirement Benefits:	<u>\$ 25,197.06</u>	2,256,589.16 + 146,000 + 31,928.65 + 2,000.00 + 754,365.01 + 1,100.00 + 25,197.06 + 6,000.00 + 17,908.75 + 2,000.00 + 3,085,988.63 ✓
Employer Share of LEOFF I Fire Post-Retirement Benefits:	<u>\$ 17,908.75</u>	
TOTAL	<u><u>\$ 3,085,988.63</u></u>	

Payroll Check Numbers	<u>92048</u>	<u>92048</u>	Manual Checks
And	<u>92049</u>	<u>92054</u>	Fire Pension Checks
And	<u></u>	<u></u>	Manual Checks
And	<u>92055</u>	<u>92069</u>	Semi Payroll Checks

and Direct Deposit transmission.

4-16-19
DATE

Robin P. Sullivan
ADMINISTRATIVE SERVICES DIRECTOR

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **3/15/2019** have been examined and are approved as recommended for payment.

Employees Gross Pay:	<u>\$ 2,292,317.38</u>
Employer Share of Benefits:	<u>\$ 789,748.57</u>
TOTAL	<u><u>\$ 3,082,065.95</u></u>

Payroll Check Numbers	<u>92028</u>	<u>92029</u>	Manual Checks
And	<u> </u>	<u> </u>	Fire Pension Checks
And	<u> </u>	<u> </u>	Manual Checks
And	<u>92030</u>	<u>92047</u>	Semi Payroll Checks

and Direct Deposit transmission.

3/19/19
DATE

Kathie L. Sullivan
ADMINISTRATIVE SERVICES DIRECTOR



City Council

Approval of a Resolution Authorizing an Intergovernmental Agreement for Emergency Management Assistance Compact and Pacific Northwest Emergency Management Agreement Assistance Between the Washington State Military Department and City of Olympia

Agenda Date: 4/23/2019
Agenda Item Number: 4.D
File Number: 19-0326

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

Title

Approval of a Resolution Authorizing an Intergovernmental Agreement for Emergency Management Assistance Compact and Pacific Northwest Emergency Management Agreement Assistance Between the Washington State Military Department and City of Olympia

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager's Recommendation:

Move to approve the resolution and authorize the City Manager to sign the intergovernmental agreement and associated documents, including the Signature Authorization Form, which delegates amendment and signature authority and facilitates reimbursements to the City from the State.

Report

Issue:

Whether to approve a resolution authorizing an interlocal agreement allowing City Resources (specially trained personnel) to be sent to other jurisdiction's disasters and for the City to be compensated.

Staff Contact:

Patrick Knouff, Emergency Management Coordinator, 360.709.2701

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Certain members of the Fire Department and members of the Emergency Management Committee have specialized training that could be valuable to other jurisdictions in the time of disaster.

In the event of a large disaster, the State of Washington on behalf of the affected jurisdiction(s), may request specially trained resources (persons) from the City of Olympia. This agreement creates the mechanism for that request to be filled by the City and for proper reimbursement to be received by the City. Without this contract being in place, the resource could not be deployed with the certainty that the City would receive reimbursement or may completely prevent the resource from being dispatched. The main contract sets out the overarching requirements. If there was a request for and actual dispatch of a resource, the contract amendment would be filled out detailing the actual costs and reimbursement detailed before any resource was allowed to be dispatched.

The Signature Authorization Form empowers the City Manager to sign Contract Amendments (to allow a resource to be deployed) and the Fire Chief to sign documents relating to reimbursement of the deployed resource. The state will only work with the jurisdiction if these items are already in place at the time of the disaster to assure rapid deployment of critical resources.

The City would only release a resource if they were not currently engaged in emergency activities here in Olympia or Thurston County, there is no requirement on the City's part to release a resource. Along with providing a needed service to a community facing a disaster, releasing a specially trained City of Olympia resource for work at a disaster is an incredible training and growth opportunity. The experience that will be gained by such a deployment will be of great value in the City for our next disaster.

The legal Department has approved this agreement for signature.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Approve the agreement allowing City Resources (specially trained personnel) to be sent to other jurisdiction's disasters and for the City to be compensated **and** approve the Signature Authorization Form, delegating signature authority to the City Manager and Fire Chief to expeditiously manage the process at the time of request.
2. Do not approve the agreement allowing City Resources (specially trained personnel) to be sent to other jurisdiction's disasters and for the City to be compensated.

Financial Impact:

None, all costs and reimbursements are agreed upon before there is any deployment.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE WASHINGTON STATE MILITARY DEPARTMENT FOR EMERGENCY MUTUAL AID ASSISTANCE

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, pursuant to Ch. 38.10 RCW (Emergency Management Assistance Compact (EMAC), Ch. 39.34 RCW (Interlocal Cooperation Act) and Ch. 38.52 RCW (Emergency Management Act), the Washington State Military Department, through its Emergency Management Division, coordinates interstate mutual aid according to the model presented in the National Strategy for Homeland Security; and

WHEREAS, the proposed Intergovernmental Agreement for EMAC and PNEMA Assistance (the Intergovernmental Agreement) provides for the use of authorized resources (including employees and equipment) of the Olympia Fire Department (OFD) in responding to requests for EMAC or PNEMA assistance; and

WHEREAS, the Intergovernmental Agreement will allow specifically trained OFD members to work on state-declared emergency incidents and will allow the City to receive reimbursement for the use of those resources; and

WHEREAS, the parties to the Intergovernmental Agreement believe it is mutually beneficial to contract for the use of authorized City resources for EMAC and PNEMA assistance;

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

1. The Olympia City Council hereby approves the form of Intergovernmental Agreement for EMAC and PNEMA Assistance between the City of Olympia and the Washington State Military Department and the terms and conditions contained therein.

2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Intergovernmental Agreement for EMAC and PNEMA Assistance and to make any minor modifications as may be required and are consistent with the intent of the attached Interlocal Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT
FOR EMAC AND PNEMA ASSISTANCE BETWEEN**

Washington Military Department
Bldg #20, M.S.TA-20
Camp Murray, Washington 98430-5122

AND City of Olympia
601 Fourth Avenue East
Olympia, WA 98501-1112

FAX: 253.512.7203

PHONE: 360.753.8466 FAX: 360.753.8054

Contact Person: Mark Douglas
Email: mark.douglas@mil.wa.gov
Phone: 253.512.7097

Contact Person: Greg Wright, Fire Chief
Email: gwright@ci.olympia.wa.us

Contact Person: Blake Bowen
Email: blake.bowen@mil.wa.gov
Phone: 253.512.7058

UBI: 3420004330

Start Date: Upon Signature

End Date: October 31, 2023

1. INTRODUCTION:

This Intergovernmental Agreement (Agreement), pursuant to Ch. 38.10 RCW (Emergency Management Assistance Compact (EMAC)), ch. 39.34 RCW (Interlocal Cooperation Act), ch. 38.52 RCW (Emergency Management Act), and the Pacific Northwest Emergency Management Arrangement (PNEMA), is made and entered into by and between the Washington State Military Department through its Emergency Management Division (EMD), and the local jurisdiction within the State of Washington identified above, hereinafter referred to as "Jurisdiction". EMD, through these authorities, coordinates interstate mutual aid according to the model presented in the National Strategy for Homeland Security. EMAC, Chapter 38.10 RCW, and Public Law 104-321, authorize and direct the deployment of certain necessary mutual aid between the EMAC participants, who are currently all fifty states, Puerto Rico, Guam, the U.S. Virgin Islands, and the District of Columbia. PNEMA and Public Law 105-381 authorize and direct the deployment of certain necessary mutual aid between the PNEMA participants, who are currently the States of Alaska, Idaho, Oregon, and Washington, the Canadian Province of British Columbia, and the Yukon Territory. This Agreement provides for the use of authorized resources (including employees and equipment) of the Jurisdiction in responding to requests for EMAC or PNEMA assistance from a participating party in which EMD has identified authorized resources of the Jurisdiction that are qualified and immediately available to deploy and perform the requested EMAC or PNEMA assistance in a requesting participating party.

2. SCOPE:

Pursuant to this Agreement, the authorized resources of the Jurisdiction will be deployed to provide EMAC or PNEMA assistance. When the deployed authorized resources of the Jurisdiction are employees of the Jurisdiction, those Jurisdiction employees will be treated as state employees for purposes of EMAC or PNEMA deployment only and will be entitled to the rights and benefits under EMAC or PNEMA available to state officers and employees, but not for any other purpose. The Jurisdiction will be reimbursed for authorized costs incurred as a result of authorized resource deployment as provided in this Agreement.

3. Authorization and Deployment of Resources

- a. This Agreement is not an authorization to deploy. EMAC and PNEMA deployment of the Jurisdiction's resources under this Agreement shall only be authorized as provided in a completed amendment to this Agreement in the form of "Attachment A" that has been mutually executed by the parties. The Jurisdiction shall not deploy any resources under this Agreement except in compliance with such authorization. No reimbursement will be provided for resources deployed inconsistent with such authorization.
- b. Jurisdiction resources authorized for deployment under this Agreement (the "authorized resources") are only those listed on mutually executed amendments in the form attached hereto

as "Attachment A" that references this Agreement by number and includes the authorized charge code, EMAC or PNEMA mission number and disaster name, identification of the authorized resource (employee/equipment), description of the anticipated EMAC or PNEMA duties, maximum reimbursement, estimated duration of deployment, reporting location, point of contact at the destination, and completed verification of credentials.

4. Financial Management and Reimbursement

- a. The Military Department will reimburse the Jurisdiction for the expenses of authorized resources deployed under this Agreement up to the maximum amount provided for herein to the extent supported by proper documentation establishing the expenses were actually incurred pursuant to authorized deployment under the Agreement. No reimbursement will be provided for resources deployed inconsistent with the authorization contained in a completed amendment to this Agreement in the form attached hereto as "Attachment A" that has been mutually executed by the parties.
- b. The authorized resource expenses that may be reimbursed are only those contained in a completed amendment to this Agreement in the form attached hereto as "Attachment A" that has been mutually executed by the parties, and include employee salary, benefits, overtime, air and land travel expenses, lodging, and per diem; and equipment use and operation costs. Unless this Agreement is amended by Attachment A to provide otherwise, lodging and per diem shall only be reimbursed in accordance with the Federal General Services Administration (GSA) rates for the applicable deployment location existing at the time of deployment under this Agreement, which are located at <http://www.gsa.gov/portal/category/21287>.
- c. The maximum amount of reimbursement for Fire District and Fire Department authorized resources shall be based on the State Fire Chiefs Rate Schedule in effect at the time of deployment, which is incorporated herein by reference. For all other Jurisdictions, the maximum amount of reimbursement for authorized employee expenses under this Agreement shall be the lesser of (1) the maximum amount identified in the mutually executed Attachment A to this Agreement and amendments thereto, or (2) the amount that the employee would have received in the absence of this Agreement. In no case will reimbursement for authorized resources of any Jurisdiction (including Fire Districts and Fire Departments) exceed the maximum estimated total resource cost identified in the mutually executed Attachment A or a subsequent mutually executed written amendment thereto in the same form.
- d. The Jurisdiction shall maintain books, records, documents, receipts and other evidence which sufficiently and properly support and reflect all costs and expenditures authorized by this Agreement. These records shall be subject to inspection, review or audit during normal business hours by authorized Department personnel or its designee(s), the Office of the State Auditor, and federal officials so authorized by law. Such books, records, documents, receipts and other material relevant to this Agreement shall be retained for six (6) years after expiration.
- e. The Jurisdiction will submit a final state invoice voucher identifying this Agreement and the appropriate charge code to the Military Department within 45 days after return by the deployed authorized resource, and must include documentation and receipts supporting all claimed reimbursement. The Jurisdiction agrees to immediately comply with any request by EMD for additional supporting documentation or receipts.

5. Resource Management

- a. The Jurisdiction agrees that it will only deploy employees as authorized resources under this Agreement who are fully qualified and capable of performing the duties described in the completed and mutually executed Attachment A and under the conditions described therein. The Jurisdiction agrees that if any of its employees deployed as an authorized resource under this Agreement are determined by the EMAC or PNEMA requesting participant, in its sole discretion, to not meet this requirement, those employees may in the sole discretion of the EMAC or PNEMA requesting participant be returned to the Jurisdiction from which they deployed at the sole cost and expense of the Jurisdiction, and the cost and expense of deploying and returning the employee(s) will not

be reimbursed under this Agreement. Such qualifications and capabilities shall include, but not be limited to, the following:

- 1) Has completed training for ICS 100, 700 and 800;
- 2) Has received training customary or required for the position for which they are being deployed;
- 3) Currently possesses all certifications and licenses required in the state of Washington to perform the duties for which they are being deployed;
- 4) Has past experience operating in the position for which they are being deployed; and
- 5) Has the ability to fully and effectively perform all duties of the position for which they are being deployed.

The Jurisdiction agrees to maintain documentation of its authorized employee's qualifications and capabilities, and sign a completed Verification of Credentialing form as provided in Attachment A as part of any amendment authorizing resource deployment under this Agreement.

- b. The Jurisdiction agrees that if any of its employees deployed as an authorized resource under this Agreement exhibit behavior, conduct or other condition that, in the sole discretion of the EMAC or PNEMA requesting participant, interferes with the employee's ability to perform the duties for which they are deployed, that employee may, in the sole discretion of the EMAC or PNEMA requesting participant, be returned to the Jurisdiction from which they deployed at the sole cost and expense of the Jurisdiction, and such cost and expense will not be reimbursed under this Agreement.
- c. The Jurisdiction agrees that it will only deploy equipment as an authorized resource under this Agreement that is in good working order and condition when deployed. Any such equipment determined by the EMAC or PNEMA requesting participant in its sole discretion not to have been in good working order or condition at the time of deployment may, in the EMAC or PNEMA requesting participant's sole discretion, be returned to the Jurisdiction from which it was deployed at the sole cost and expense of the Jurisdiction, and the cost and expense of deploying and returning the equipment will not be reimbursed under this Agreement.
- d. The Jurisdiction agrees that its employees deployed under this Agreement will be required by the Jurisdiction to conduct themselves in a professional and ethical manner throughout the period of deployment, consistent with all laws, regulations and policies applicable to the Jurisdiction and its employees.
- e. Hold Harmless. To the extent allowed by law, each party shall defend, protect and hold harmless the other party from and against any claims, suits, and/or actions arising from any negligent act or omission of that party's employees, agents and or authorized representatives while performing under this Agreement.

6. Alterations And Amendments

This Agreement and any of its Attachments may only be altered or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. All other terms and conditions of this Agreement shall remain in full force and effect and binding upon the parties.

7. Termination

Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

8. All Writings Contained Herein

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

ATTACHMENT A

Amendment X

INTERGOVERNMENTAL AGREEMENT AMENDMENT NO. _____
For [EMAC/PNEMA] Deployment of Authorized Resources and Cost Estimate
Mission Number _____, [State/Location], [Disaster Name]
[Jurisdiction Name], Tin# [insert], UBI# [insert]

CONTRACTOR NAME/ADDRESS: [Jurisdiction] [Address] [City], WA [Zip]-[+4]	CONTRACT NUMBER:	AMENDMENT NUMBER:
CONTRACTOR CONTACT PERSON, NAME/TITLE: [Name], [phone] [e-mail]	MD STAFF CONTACTS, NAME/TELEPHONE: Mark Douglas 253.512.7097 mark.douglas@mil.wa.gov	
AMENDMENT TERMS AND CONDITIONS: 1. The estimate of the anticipated reimbursement is \$ _____		

1. **SUMMARY OF EXPECTED DEPLOYMENT PHYSICAL CONDITIONS, DUTIES TO BE PERFORMED DURING DEPLOYMENT, AND CORRESPONDING AUTHORIZED RESOURCES ANTICIPATED TO PERFORM THOSE DUTIES (Duties to be taken from EMAC REQ-A or PNEMA equivalent):**

2. **DEPLOYMENT PROGRAM INDEXES/CHARGE CODES:**

3. **DETAILED DESCRIPTION OF AUTHORIZED RESOURCES AND COST ESTIMATES, WITH ESTIMATED BUDGET SUMMARY and Total Maximum Resource Cost Authorized:**

The following are the authorized resources (equipment and/or personnel) the Jurisdiction may deploy for Mission No. XXXX, _____ (name of event) in _____ (state/location of event), and corresponding total maximum resource cost amounts (based on estimates) that may be reimbursed under this Agreement. In completing this form, all estimates for fire resources (personnel and equipment of a Fire District or Fire Department) will be calculated based upon the State Fire Chiefs Rate Schedule in effect at that time, and the personnel benefit hourly rate used below for fire resources is to be 25% of the personnel regular salary hourly rate.

Authorized Resources and Detail of Total Maximum Resource Cost:



City Council

Approval of a Resolution Authorizing a Latecomer Agreement for Sewer and Water Installed on Ann Street NE

Agenda Date: 4/23/2019
Agenda Item Number: 4.E
File Number: 19-0349

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

Title

Approval of a Resolution Authorizing a Latecomer Agreement for Sewer and Water Installed on Ann Street NE

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing a latecomer agreement for sanitary sewer and water installed on Ann Street NE and authorizing the City Manager to sign the agreement.

Report

Issue:

Whether to approve a utility latecomer agreement allowing collection of fees for future connections to the new lines.

Staff Contact:

Tiffani King, Engineering Plans Examiner, Community Planning and Development, 360.753.8257

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The applicants for a latecomer agreement own a parcel located at 1617 Ann St NE. Their plan is to build a single family home. The parcel is just over four acres and has approximately 600 feet of frontage on Ann St NE. The existing sewer and water mains in Ann St NE end at the north property line. In order to provide services to the new structure, the City of Olympia Engineering Design and Development Standards require that the utilities be extended across the entire parcel frontage. This new utility extension will also allow four parcels on the east side of Ann Street NE to connect to these new mains in the future. In order for the applicant to recover a portion of the cost of construction from future connections to the new mains, a utility latecomer agreement must be in place.

The owners applied for a utility extension permit in January 2018. Later that year, they applied for a latecomer agreement. As required, a notice was sent to all property owners who could be impacted by the latecomer agreement. The letter outlined the project limits, cost and information on the appeal process. No appeals were received.

The utility permits were issued in July 2018 and construction of the new water and sewer mains was completed in December 2018. The agreement and final costs for construction were submitted to the City of Olympia in January 2019 for approval.

Neighborhood/Community Interests (if known):

Access to sewer and water will allow four additional properties to access City services. Connections to the gravity sewer main will provide the ability to eliminate existing septic systems, consistent with City's goals. This will benefit the health of nearby wetlands.

Options:

1. Approve the Resolution and Latecomer Agreement. This allows the applicant to recoup a portion of the cost of the installation of the sewer and water lines as properties connect, within the life of the Agreement.
2. Modify the Latecomer Agreement. Note that potential delay of the agreement could potentially impact the collection of fees if an adjacent property owner makes application for service prior to approval.

Financial Impact:

The applicant will be required to pay a fee to cover the cost of City staff to administer the collection and distribution of fees within the life of the Latecomer Agreement.

Attachments:

Resolution
Agreement
Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON AUTHORIZING
A UTILITY LATECOMER AGREEMENT BETWEEN BRIAN AND BRANDI COCKRELL AND THE CITY
OF OLYMPIA FOR ANN ST NE UTILITY EXTENSIONS.**

WHEREAS, Brian and Brandi Cockrell own a parcel located at 1617 Ann St NE that is just over four acres and has approximately 600 feet of frontage on Ann St NE and plan to build a single family home on the property; and

WHEREAS, in order to provide services to the new structure, the City required that the utilities be extended across the entire parcel frontage; and

WHEREAS, the Cockrells applied for a utility extension permit and performed such extension in 2018, which will allow four parcels on the east side of Ann Street NE to connect to the utilities in the future; and

WHEREAS, the Cockrells requested a latecomer agreement pursuant to state and local law, to reimburse them for the costs advanced for such work at the time when other property owner develop nearby parcels that require them to connect to the utilities extended by the Cockrells; and

WHEREAS, as required, a notice outlining the project limits, cost, and information on the appeal process was sent to all properties affected by the latecomer agreement, and no appeals were received;

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

1. The Olympia City Council hereby approves the form of Utility Latecomer Agreement between the City of Olympia and Brian and Brandi Cockrell and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Utility Latecomer Agreement, and any other documents necessary to complete said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

UTILITY LATECOMER AGREEMENT

This Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and Brian Cockrell and Brandi Cockrell ("COCKRELL").

COCKRELL has constructed approximately 600 linear feet of sanitary sewer and water mains, which connects to the City's pre-existing sewer and water in Ann Street; said system to serve property owned by COCKRELL and more particularly described as follows:

PARCEL B OF BOUNDARY LINE ADJUSTMENT NO. BLA-0042, AS RECORDED JUNE 1, 1982 AUDITORS FILE NO. 8206010082B

The Parties desire to enter into this Agreement pursuant to the authority granted by Chapter 35.91 of the Revised Code of Washington and City of Olympia Municipal Code, whereby provisions are made for the reimbursement for costs to construct water or sewer facilities that an owner of real estate elects to install solely at the owner's expense. For an established period thereafter, any owner of real estate who did not contribute to the original cost of such facilities and who subsequently taps into or uses the same, is responsible for paying a fair pro rata share of the cost of construction of such facility.

NOW, THEREFORE, the Parties agree as follows:

1. COCKRELL shall, at his own expense, construct a sanitary sewer main and water main to be located as shown on Exhibit "A," attached.

Prior to the commencement of construction, COCKRELL shall submit to the City Engineer, detailed plans and specifications for the construction of such facility, which plans and specifications must be authorized by the City Engineer prior to the commencement of construction. Thereafter, said facilities shall be constructed by COCKRELL in accordance with the standards established by the CITY and in compliance with all rules and regulations of the CITY.

2. During the construction of said facility, the City Engineer or his or her representatives, shall have the right to make reasonable inspection of said facility to determine that it is being constructed in accordance with the plans and specifications as well as all standards established by the CITY. Upon the completion of said construction, COCKRELL shall submit to the CITY a detailed statement of the costs of said construction, which statement is attached hereto as EXHIBIT "B" and made a part of this Agreement. COCKRELL shall likewise submit to the City Engineer, such proof as

the Engineer may require that COCKRELL has fully paid for all labor and materials used in connection with the construction of said facility. The City Engineer shall compute, from the statement of costs, any portion of the cost of construction due to oversizing at the request of the City.

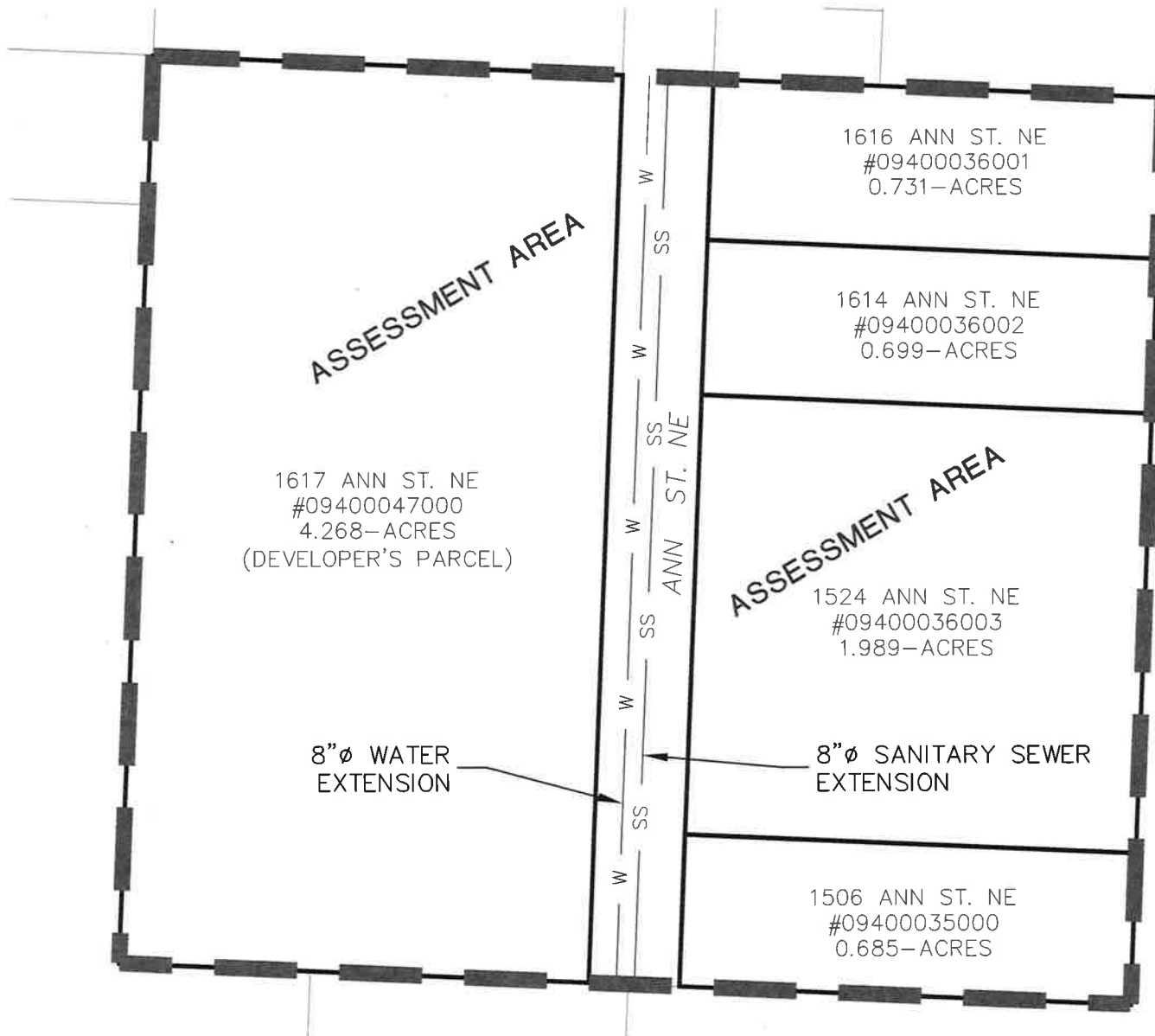
3. For reimbursement of services provided and administration of the aforementioned reimbursement, an application fee of \$1,943.00 shall be submitted concurrently with the review and approval of the Agreement documents.
4. Upon completion of the facility and upon the submission to the City Engineer of the information required in the immediately preceding paragraph, the City Engineer will inspect said facility, and upon approval and acceptance thereof, said facility shall thereafter belong to and be the property of the CITY, and the CITY may thereafter charge for the use of such facilities such rates as it may be authorized by law to collect and shall likewise thereafter provide for the maintenance and operation of said facility, and the CITY shall pay to COCKRELL, in full and in cash, the sum computed by the City Engineer as that portion of the costs to be paid by the CITY.
5. This Agreement shall, upon completion and acceptance of the facility as hereinabove described, be recorded with the County Auditor of Thurston County, and be valid for a period of twenty (20) years (or longer provided the requirements of Chapter 35.91 RCW relating to Agreement extension is satisfied).
6. During the effective period of the Agreement, the CITY will collect the amount required to reimburse COCKRELL for the fair pro rata share for the cost of said construction for each property identified on EXHIBIT "A" that is granted use of the facilities by the CITY. The amount is to be computed in accordance with the formula set forth in Exhibit "B". All amounts so received by the City of Olympia shall be paid to COCKRELL, or COCKRELLS's assigns, within sixty (60) days after receipt thereof, minus 5%, which will be deducted by the CITY for costs of administering the latecomer agreement, except where provided otherwise by law.
7. As provided for in RCW 35.91.020, Every two years from the date the Agreement is executed, COCKRELL must provide the CITY with information regarding the current Agreement name, address, and telephone number of the person, company, or partnership that originally entered into the Agreement. If COCKRELL fails to comply with these notification requirements within sixty days of the specified time, then the CITY may collect any reimbursement funds owed to COCKRELL under the Agreement and deposit them in the capital fund of the CITY.
8. In the event of the assignment by COCKRELL of any interest in this Agreement, COCKRELL shall provide written notice to the City of Olympia. All payments to be

made by the CITY to COCKRELL under this Agreement shall be sent to the following address or to such other address as COCKRELL may hereinafter direct in writing:

Brian and Brandi Cockrell
1303 Puget Street, NE
Olympia WA 98506

9. COCKRELL agrees to defend; indemnify, and hold the CITY, its officers, officials, and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the CITY's approval of the latecomer agreement and collection of fees related to this Agreement.

***** SIGNATURES APPEAR ON THE FOLLOWING PAGE*****




PO Box 12690
 Olympia, WA 98508
 (360) 705-2474
 www.olyeng.com

ASSESSMENT MAP

ANN ST. NE SANITARY SEWER & WATER EXTENSIONS

JOB NUMBER
 17081

DRAWING NAME
 MAP

EXHIBIT

A

EXHIBIT B
ANN ST. SANITARY SEWER and WATER EXTENSION
LATECOMERS COSTS AND ASSESSMENT

Sanitary Sewer Latecomer Assessment

Construction Cost: \$ 58,500.00
Engineering & Surveying Cost: \$ 4,540.25
 Total Cost: \$ 63,040.25
 Total Acres: 8.372
Total Cost per Acre: \$ 7,529.89

Assessed Properties (Parcel #, Site Address)	Lot Area** (acres)	Sewer Latecomer Connection Fee (\$)	5% City Admin. Fee (\$)	95% Reimbursement (\$)
09400047000, 1617 Ann St. NE*	4.268	\$ 32,137.58	\$ 1,606.88	\$ 30,530.70
09400036001, 1616 Ann St. NE	0.731	\$ 5,504.35	\$ 275.22	\$ 5,229.13
09400036002, 1614 Ann St. NE	0.699	\$ 5,263.39	\$ 263.17	\$ 5,000.22
09400036003, 1524 Ann St. NE	1.989	\$ 14,976.95	\$ 748.85	\$ 14,228.11
09400035000, 1506 Ann St. NE	0.685	\$ 5,157.98	\$ 257.90	\$ 4,900.08
Totals	8.372	\$ 63,040.25	\$ 3,152.01	\$ 59,888.24

* Developer's Parcel

** Lot areas were obtained from Thurston County records

EXHIBIT B
ANN ST. SANITARY SEWER and WATER EXTENSION
LATECOMERS COSTS AND ASSESSMENT

Water Latecomer Assessment

Construction Cost: \$ 23,500.00
Engineering & Surveying Cost: \$ 4,540.25
 Total Cost: \$ 28,040.25
 Total Acres: 8.372
Total Cost per Acre: \$ 3,349.29

Assessed Properties (Parcel #, Site Address)	Lot Area** (acres)	Water Latecomer Connection Fee (\$)	5% City Admin. Fee (\$)	95% Reimbursement (\$)
09400047000, 1617 Ann St. NE*	4.268	\$ 14,294.77	\$ 714.74	\$ 13,580.03
09400036001, 1616 Ann St. NE	0.731	\$ 2,448.33	\$ 122.42	\$ 2,325.91
09400036002, 1614 Ann St. NE	0.699	\$ 2,341.15	\$ 117.06	\$ 2,224.10
09400036003, 1524 Ann St. NE	1.989	\$ 6,661.74	\$ 333.09	\$ 6,328.65
09400035000, 1506 Ann St. NE	0.685	\$ 2,294.26	\$ 114.71	\$ 2,179.55
Totals	8.372	\$ 28,040.25	\$ 1,402.01	\$ 26,638.24

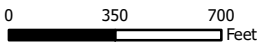
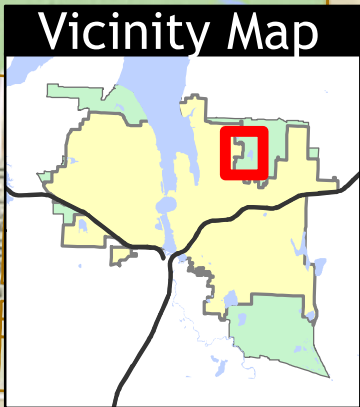
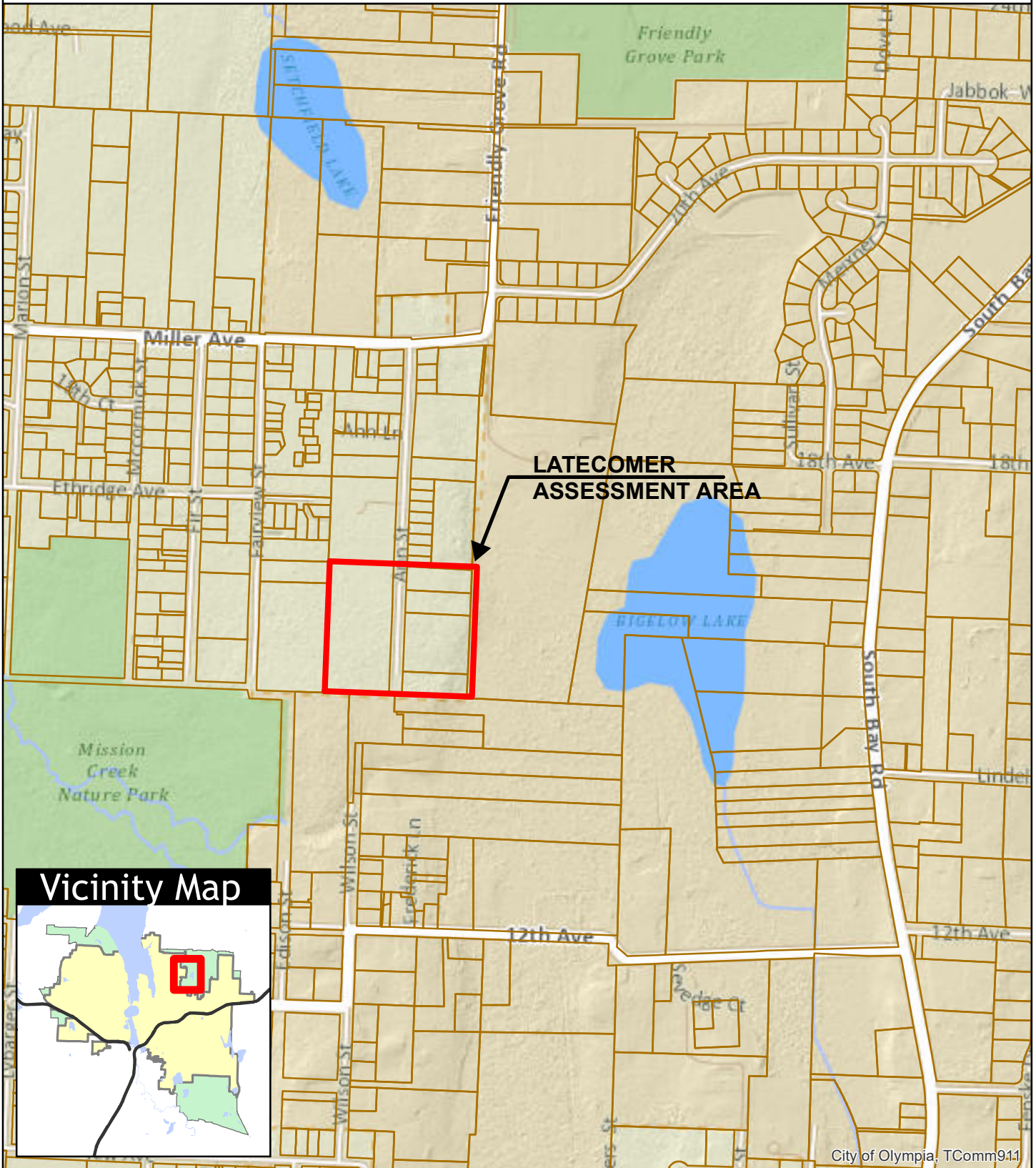
* Developer's Parcel

** Lot areas were obtained from Thurston County records



ANN ST NE SANITARY SEWER & WATER EXTENSIONS

LATECOMER ASSESSMENT AREA



Map printed 3/29/2019

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





City Council

Approval of a Resolution Authorizing a Right-Of-Way Permit Agreement between the City of Olympia and King Solomon's Reef

Agenda Date: 4/23/2019
Agenda Item Number: 4.F
File Number: 19-0385

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

Title

Approval of a Resolution Authorizing a Right-Of-Way Permit Agreement between the City of Olympia and King Solomon's Reef

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing the Right-of-Way Permit Agreement with McIntyre Internationale, LLC, and authorizing the City Manager to sign the agreement.

Report

Issue:

Whether to enter into a right-of-way permit agreement for a period of four years between McIntyre Internationale, LLC and the City of Olympia.

Staff Contact:

Francine Eide, P.E., City Engineer, Public Works Engineering, 360.753.8422

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

McIntyre Internationale, LLC is the business owner of King Solomon's Reef at 212 4th Avenue E. King Solomon's Reef is looking for ways to meet customer needs by providing outdoor seating. They have requested the use of a portion of the adjacent north-south alley for private outdoor seating and food/beverage service.

The City controls and maintains the alley as publicly dedicated right-of-way. In order to use the alley for private purposes, King Solomon's Reef must receive approval from the City through a right-of-way permit agreement.

This type of request is becoming more common as downtown development activity increases. If approved, this would be the second alley use permit, modeled after the Well 80 project, which has proven successful.

In reviewing the request, staff concluded that the north-south alley is not used for solid waste collection or deliveries and is not useable for other vehicle traffic. There are private utilities in the alley that would need on-going access. City utilities are located behind King Solomon's Reef in the east-west alley.

Following review, staff believes that the proposed use by King Solomon's Reef is viable with certain conditions as outlined in the proposed Right-of-Way Permit Agreement. The proposed term of the agreement is four years, with the City retaining the right to cancel the permit at the City's convenience. The City would retain access for public and private utility maintenance as needed, and King Solomon's Reef would pay the City \$1,612 each year under the agreement.

Neighborhood/Community Interests (if known):

- The alley is not currently usable for vehicle traffic due to the width of the alley.
- The east-west alley within the block allows for building and solid waste collection access.
- Improvements to the alley will provide another outdoor restaurant experience for our community.

Options:

1. Approve the resolution authorizing the Right-of-Way Permit Agreement with McIntyre Internationale, LLC, and authorizing the City Manager to sign the agreement
 - a. The agreement will generate \$1,612 annual revenue for the General Fund.
 - b. Allows the restaurant to create a vibrant use in the alley.
 - c. The City's utility and transportation interests are not negatively impacted.
2. Do not approve the resolution authorizing the Right-of-Way Permit Agreement.
 - a. Requires the owner of the restaurant to look for other ways to engage customers in creating vibrancy in this block.

Financial Impact:

The Right-of-Way Permit Agreement generates \$1,612 in revenue for the General Fund.

Attachments:

Resolution
Agreement
Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON
AUTHORIZING A RIGHT-OF-WAY USE AGREEMENT BETWEEN THE CITY OF
OLYMPIA AND McINTYRE INTERNATIONALE, LLC (DBA KING SOLOMON'S REEF)
FOR OUTDOOR SEATING**

WHEREAS, McIntyre Internationale, LLC owns and operates King Solomon's Reef, a restaurant located at 212 4th Avenue East, Olympia; and

WHEREAS, King Solomon's Reef, or "the Reef" as it is affectionately known to locals, is a beloved Olympia institution, known particularly for its "tot-chos" (tater tot nachos) and milkshakes; and

WHEREAS, immediately to the west of, and abutting, King Solomon's Reef is an alley, running north-south between 4th Avenue E. and State Avenue; the portion of this alley that abuts King Solomon's Reef is not used for vehicular traffic or other right-of-way purposes; and

WHEREAS, King Solomon's Reef wishes to lease a portion of this alley from the City for outdoor seating for restaurant patrons; and

WHEREAS, City staff have determined that use of this portion of the alley for outdoor restaurant seating purposes is consistent with proper permitted use of the alley; and

WHEREAS, the City and McIntyre Internationale, LLC have negotiated a four-year lease for the portion of the alley King Solomon's Reef wishes to utilize and under the terms of this lease, the City will be paid annual rent of \$1,612.00, which will increase by four percent each year; this annual rent has been determined by City staff to reflect the fair market value of the leased area.

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

1. The Olympia City Council hereby approves the form of Right-of-Way Use Agreement between the City of Olympia and McIntyre Internationale, LLC for lease of the portion of the alley right-of-way described in the Right-of-Way Use Agreement and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Right-of-Way Use Agreement, and any other documents necessary to execute said Right-of-Way Use Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.


PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

**RIGHT-OF-WAY USE AGREEMENT BETWEEN THE CITY OF OLYMPIA
AND McINTYRE INTERNATIONALE LLC (D.B.A. KING SOLOMON'S REEF)**

This RIGHT-OF-WAY USE AGREEMENT ("ROW use agreement") is entered into by and between the CITY OF OLYMPIA, a Washington municipal corporation ("City"), and McINTYRE INTERNATIONALE, a Washington limited liability company, doing business as KING SOLOMON'S REEF ("McIntyre" or "King Solomon's Reef"). This agreement sets forth the terms and conditions by which King Solomon's Reef is permitted to use certain unopened City right-of-way for specific purposes set forth herein.

Recitals

There exists within the City of Olympia an alley right-of-way running between 4th Avenue E and State Avenue NE and lying between Washington Street NE and Franklin Street NE, running parallel to those streets, between a building at 210 4th Ave E. and a building at 212 4th Ave E. This alley right-of-way is more particularly described as set forth below.

McIntyre is a Washington limited liability company doing business as King Solomon's Reef restaurant. McIntyre leases premises pursuant to a premises lease agreement ("premises lease") between McIntyre, as tenant, and Ravlesias Artesia LLC, as landlord. The premises leased under the premises lease are located at 212 4th Avenue East, Olympia, Washington and legally described as: lot 6 west 30ft.blk 23, Sylvester addition of Olympia tax, assessor number: 78502300600 (leased premises). The written premises lease is dated March 5, 2010. By the terms of the written premises lease, it expired on June 4, 2015, but since that date, the parties have continued the premises lease on a month-to-month basis, under the terms of the March 5, 2010, written premises lease. McIntyre operates King Solomon's Reef restaurant at the leased premises. King Solomon's Reef seeks City's permission to use the alleyway right-of-way for outdoor restaurant seating and other business uses.

City has determined that use of the alley right-of-way for outdoor restaurant seating purposes is consistent with proper permitted use of said alley right-of-way.

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and King Solomon's Reef agree as follows:

Agreement

1. Grant of temporary use. City hereby grants to King Solomon's Reef the right to temporarily use the alley right-of-way, as described in this paragraph and more particularly shown on Exhibit A ("right-of-way use area"), for outdoor restaurant seating and other related business purposes, on the terms set forth in this ROW use agreement. The right-of-way use area is legally described as follows: The Northerly 62.00 feet of the 10.00 foot wide alley, running Northerly and Southerly, adjacent to Lot 6 and Lot 7 of Block 23, Sylvester's Plat of Olympia as recorded in Volume 1 of Plats, Page 14, Record of Thurston County, Washington. Situated in Section 14, Township 18 North, Range 2 West, Willamette Meridian. The right-of-way use are consists of 620 square feet, more or less.

2. Term. This ROW use agreement is effective the date of last signature below ("effective date"). The term of this ROW use agreement is 4 years from the effective date, unless it is terminated or terminates earlier pursuant to this paragraph. The City may terminate this ROW use agreement at its sole discretion by providing 120 days' written notice of termination to King Solomon's Reef as provided in **Section 9**, below. This ROW use agreement terminates automatically if and when King Solomon's Reef's lease of the leased premises expires or terminates (unless King Solomon's Reef's lease of the leased premises terminates by reason of King Solomon's Reef's purchase of the leased premises).

3. Consideration. King Solomon's Reef shall every year pay to City the annual rent identified in this paragraph, plus leasehold excise tax, if applicable. For the first year, annual rent is One Thousand Six Hundred Twelve Dollars and No Cents (\$1,612.00), which is due in full prior to the effective date. In each subsequent year, annual rent is due April 1 and is equal to the previous year's annual rent, increased by 4 percent. Except for the first year, the annual rent may be paid in two equal installments of 50 percent of the annual rent, due on April 1 and October 1. Annual rent will be proportionately pro-rated or reimbursed if this ROW use agreement is terminated within any year prior to October 1.

4. Use of Right-of-Way. King Solomon's Reef may, at its own expense, construct and maintain outdoor seating and related facilities ("seating facilities") on the right-of-way use area and shall, at its own expense, maintain any and all seating facilities in good repair. The City is not liable for any of King Solomon's Reef's costs or expenses of construction, maintenance, or otherwise of the seating facilities by reason of this ROW use agreement. King Solomon's Reef may impose restrictions on the use of the seating facilities, including limiting the public use to be made of the seating facilities, subject to **Section 5** below. Upon termination of the ROW use agreement, King Solomon's Reef shall remove any and all seating facilities installed in the right-of-way use area and restore the right-of-way use area to the condition it was in as of the effective date, including taking all necessary action to ensure that the right-of-way use area is fully open for City and public use.

5. Nondiscrimination.

A. In exercising its rights under this ROW use agreement, King Solomon's Reef and King Solomon's Reef's employees or agents shall not discriminate against any person because of status protected from discrimination by law, including but not limited to sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, veteran status, sexual orientation, or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability does not apply if the particular disability prevents the performance of the essential functions required of the position. This requirement applies to, but is not limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. King Solomon's Reef shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, or any other applicable federal, state, or local law or regulation regarding non-discrimination. Any material violation of this provision is grounds for termination of this agreement by CITY and, in the case of King Solomon's Reef's breach, may result in ineligibility for further CITY agreements.

B. In the event of King Solomon's Reef's noncompliance or refusal to comply with the above nondiscrimination requirements, this ROW use agreement may be rescinded, canceled, or terminated in whole or in part, and King Solomon's Reef may be declared ineligible for further contracts with CITY. King Solomon's Reef, will, however, be given a reasonable time in which to correct this noncompliance.

C. To assist CITY in determining compliance with the above nondiscrimination requirements, King Solomon's Reef must complete and return the Statement of Compliance with Non-Discrimination attached as Exhibit "B."

6. Utilities. The City may construct underground utilities through the entire length and breadth of the right-of-way use area, but shall, upon completion of any such construction that may occur during the term of this ROW use agreement, restore the site to the condition created by King Solomon's Reef without cost to King Solomon's Reef.

7. Assignment. King Solomon's Reef may not assign this ROW use agreement without the prior written consent of the City.

8. Hold Harmless, Indemnification, and Insurance. King Solomon's Reef shall defend, indemnify, and hold City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with activities or operations performed by King Solomon's Reef or on King Solomon's Reef's behalf as a result of this ROW use agreement, except for injuries and damages caused by the sole negligence of City.

Should a court of competent jurisdiction determine that RCW 4.24.115 applies to this ROW use agreement, then King Solomon's Reef agrees to defend, indemnify, and hold City, its officers, officials, employees, and volunteers harmless to the maximum extent permitted thereunder. It is further specifically and expressly understood that the indemnification provided herein constitutes King Solomon's Reef'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 parties.** The provisions of this section shall survive the expiration or termination of this ROW use agreement.

A. Insurance Term. King Solomon's Reef shall procure and maintain for the duration of this ROW use agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on King Solomon's Reef's behalf in connection with this ROW use agreement.

B. No Limitation. King Solomon's Reef's maintenance of insurance as required by this ROW use agreement shall not be construed to limit the liability of King Solomon's Reef to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. King Solomon's Reef shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. City shall be named as an additional insured under King Solomon's Reef's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 13 or a substitute endorsement providing at least as broad coverage.
2. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

D. Minimum Amounts of Insurance. King Solomon's Reef shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

E. Other Insurance Provision. King Solomon's Reef's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respects City. Any insurance, self-insurance, or self-insured pool coverage maintained by City shall be excess of King Solomon's Reef's insurance and shall not contribute with it.

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

G. Verification of Coverage. King Solomon's Reef shall furnish City with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of King Solomon's Reef before entering into this ROW use agreement.

H. Notice of Cancellation. King Solomon's Reef shall provide City with written notice of any policy cancellation, within two business days of its receipt of such notice.

I. Failure to Maintain Insurance. Failure on the part of King Solomon's Reef to maintain the insurance as required shall constitute a material breach of this ROW use agreement, upon which City may, after giving five (5) business days' notice to King Solomon's Reef to correct the breach, immediately terminate this ROW use agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand.

J. Public Entity Full Availability of Permittee Limits. If King Solomon's Reef maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by King Solomon's Reef, irrespective of whether such limits maintained by King Solomon's Reef are greater than those required by this ROW use agreement or whether any certificate of insurance furnished to City evidences limits of liability lower than those maintained by King Solomon's Reef.

9. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands, or other communications required or desired to be given hereunder by a party (collectively "Notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express (FedEx), UPS, USPS, or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such Notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by Federal Express (FedEx) or other overnight delivery service of

recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such Notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States mail. Each such Notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To King Solomon's Reef: Justin McIntyre or Lindy McIntyre
212 4th 4th Ave E
Olympia, WA 98501
Email: harlow1.5@gmail.com
lalalindyloo@gmail.com

To City of Olympia: Steven R. Hall
Olympia City Manager
601 4th Avenue East
PO Box 1967
Olympia, WA 98507-1967
Email: shall@ci.olympia.wa.us

With a copy to: Legal Department
Olympia City Attorney
601 4th Avenue East
PO Box 1967
Olympia, WA 98507-1967
Email: mbarber@ci.olympia.wa.us

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

10. Event of Default. In the event of a default under this ROW use agreement by King Solomon's Reef, City may, in addition to all other remedies, seek monetary damages and specific performance of King Solomon's Reef's obligations under this ROW use agreement.

11. Applicable Law. This ROW use agreement is governed by the laws of the State of Washington.

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

13. Modification or Amendment or Waivers. No amendment, change, or modification of this ROW use agreement is valid, unless in writing and signed by both of the

parties. No waiver of any breach or covenant or provision in this ROW use agreement is a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this ROW use agreement. No extension of time for performance of any obligation or act may be deemed an extension of the time for performance of any other obligation or act.

14. Entire Agreement. This ROW use agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and any and all prior agreements, understandings, or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect. The Parties do not intend to confer any benefit under this ROW use agreement to any person, firm, or corporation other than the Parties executing this ROW use agreement.

15. Construction. Captions are solely for the convenience of the Parties and are not a part of this ROW use agreement. This ROW use agreement may not be construed as if it had been prepared by one of the Parties, but rather as if both parties had prepared it.

16. Attorneys' Fees and Costs. Should either Party bring suit to enforce this ROW use agreement, the prevailing party in such lawsuit is entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

17. Partial Invalidity. If any term or provision of this ROW use agreement or the application thereof to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this ROW use agreement, or the application of such term or provision to persons or circumstances other than those held invalid or unenforceable, are not affected thereby; and each such term and provision of this ROW use agreement is valid and may be enforced to the fullest extent permitted by law.

18. Time. Time is of the essence of every provision of this ROW use agreement.

City of Olympia, a Washington municipal corporation

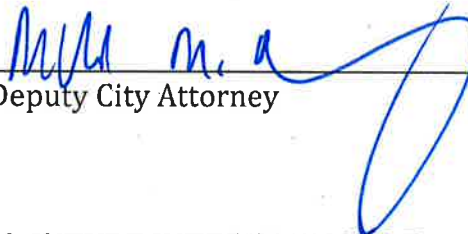
By: _____

Name: Steven R. Hall

Its: City Manager

Date: _____

Approved as to form:



Deputy City Attorney

McINTYRE INTERNATIONALE LLC

By: _____

Name:

Its: Managing Member

Date: _____

City of Olympia, a Washington municipal corporation

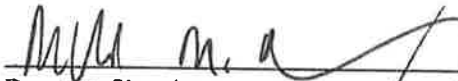
By: _____

Name: Steven R. Hall

Its: City Manager

Date: _____

Approved as to form:



Deputy City Attorney

McINTYRE INTERNATIONALE LLC

By:  _____

Name:

Its: Managing Member

Date: 4/15/2019


4/15/19

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the _____ day of _____, 201__, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven R. Hall, to me known to be the City Manager of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

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

Signature
Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____

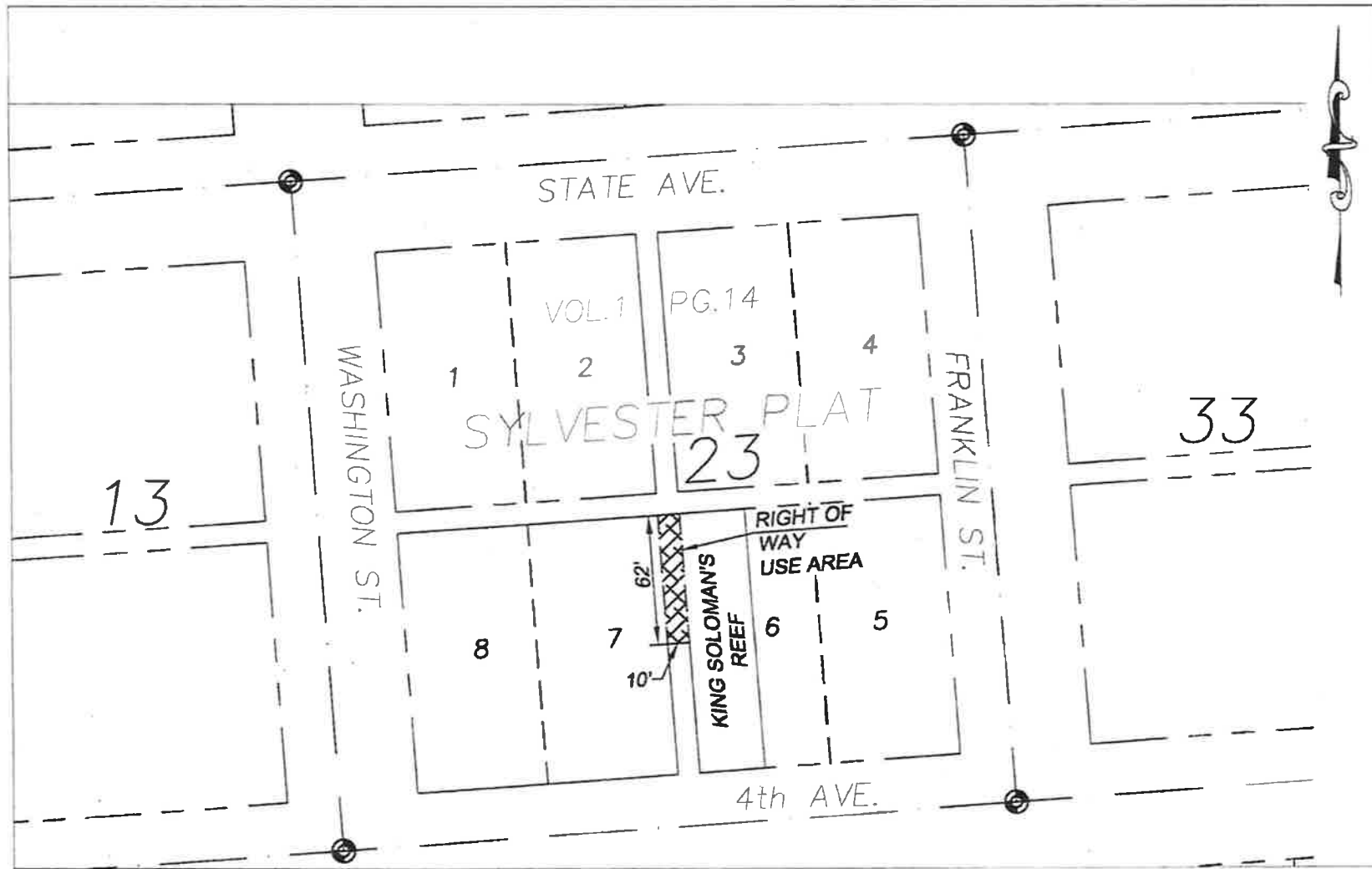
STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the ___ day of _____, 201__, before me personally appeared _____, to me known to be a Managing Member of McIntyre Internationale, LLC, a Washington limited liability company, D.B.A. King Solomon's Reef, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned and on oath states he/she is authorized to execute the said instrument.

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

Signature
Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____

EXHIBIT A



DRAWN TCM		PROJECT NO.	CITY OF OLYMPIA EXHIBIT "A" RIGHT OF WAY USE AREA SECTION 14, T. 18 N., R. 2 W., W.M.	DRAWING NAME
QC REVIEW TCM		DATE		KING SOLOMANS
SCALE N.T.S.	APRIL 2019			SHEET 1 OF 1

Exhibit "B"

STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

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

_____ affirms compliance with the City of Olympia's nondiscrimination ordinance and contract provisions. **Please check all that apply:**

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

- If the above are not applicable to the contract agency or vendor, please check here and sign below to verify that you will comply with the City of Olympia's nondiscrimination ordinance.

Failure to implement the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance.

(Signature) (Date)

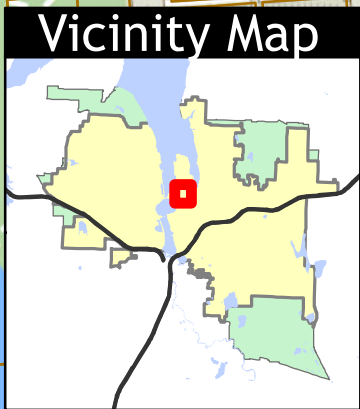
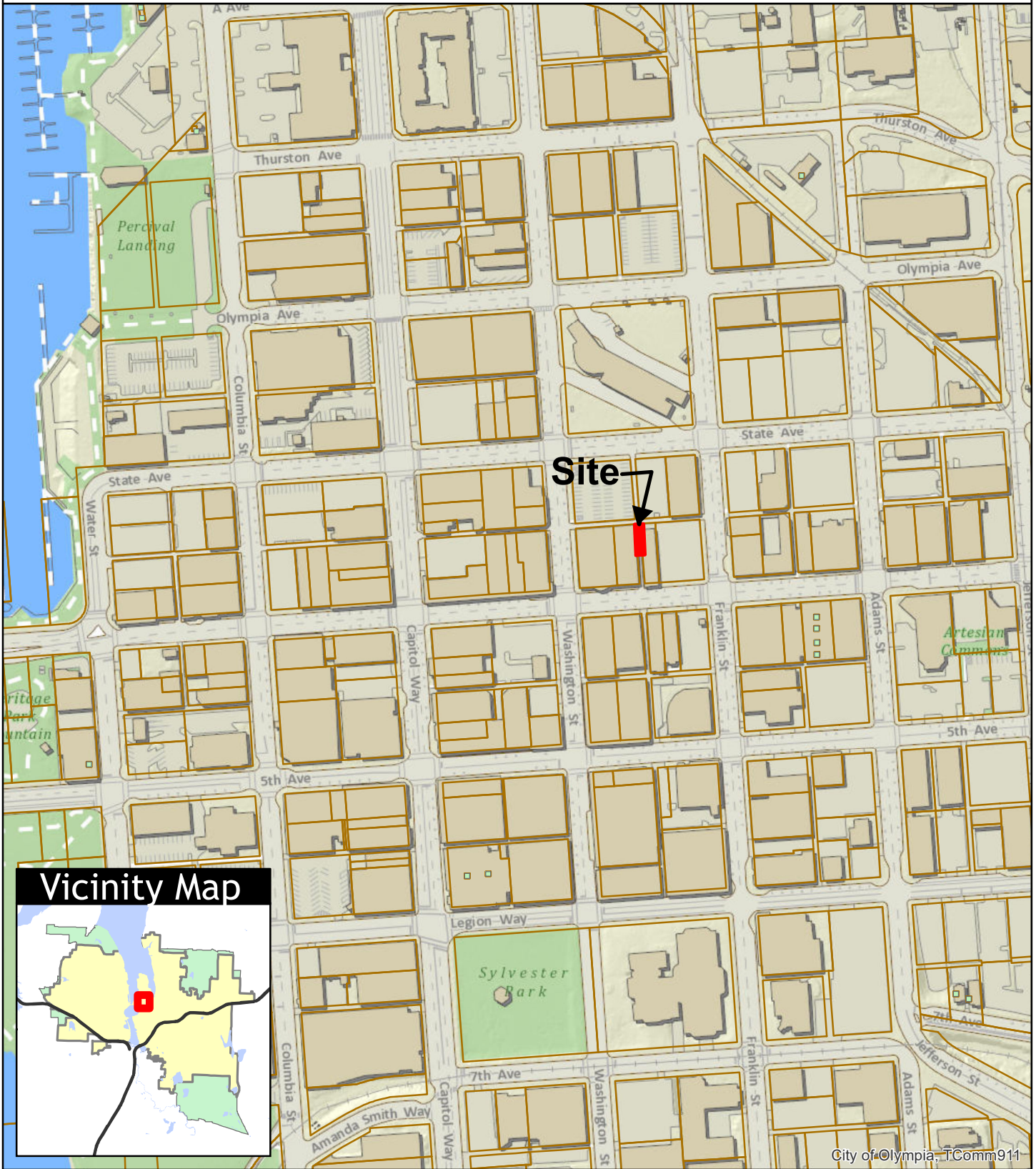
Print Name of Person Signing

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

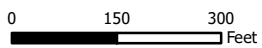
(Sole Proprietor Signature) (Date)



Right of Way Use Application



City of Olympia, TComm911



Map printed 4/12/2019

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





City Council

Approval of an Ordinance Amending Olympia Municipal Code Related to Drinking Water Regulations

Agenda Date: 4/23/2019
Agenda Item Number: 4.G
File Number: 19-0249

Type: ordinance **Version:** 1 **Status:** 2d Reading-Consent

Title

Approval of an Ordinance Amending Olympia Municipal Code Related to Drinking Water Regulations

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the ordinance amending Olympia Municipal Code Chapters 4.24, 8.28 and 13.04 regarding drinking water regulations on first reading and forward to second reading.

Report

Issue:

Whether to approve an ordinance amending drinking water regulations.

Staff Contact:

Eric Christensen, Engineering and Planning Supervisor, Public Works Water Resources,
360.570.3741

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

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

Drinking Water Utility staff have reviewed codes relevant to their operations and are proposing revisions. The revisions take into account policies and strategies identified in the *City of Olympia Water System Plan (2015-2020)*. The following paragraphs summarize the proposed revisions.

Chapter 4.24 was revised to require payment for residential building construction water and to eliminate fire hydrant fees. Water for residential building construction is currently not metered. This practice does not promote water conservation, leads to a gap in the Utility's ability to track water loss, and results in a loss of revenue. The fire hydrant fee is a legacy from the era when fire protection was

a service that could not be recovered through water rates. In 2013, new State legislation permitted water utilities to recover fire protection costs from retail customers. The City has not charged the fire hydrant fee since 2013, and the fee is currently obsolete.

Chapter 8.28 is a legacy code section originally drafted in 1927 to regulate artesian wells. Thurston County Environmental Health is now responsible for regulating drinking water wells. Chapter 8.28 should be repealed.

The majority of revisions to Chapter 13.04 correct inconsistencies in terms. Specific substantial revisions to the chapter include:

- Requiring all services be metered to promote water conservation and help track water loss;
- Ensuring water appurtenances (e.g. valves and hydrants) are not obstructed;
- Allowing a residence and an associated accessory dwelling unit to be served by a single meter;
- Requiring a connection to the City water system when it is available to allow for the collection of fire protection fees and protect stream base flows; and
- Eliminating fees for fire hydrants located outside of the city limits.

Neighborhood/Community Interests (if known):

The proposed revisions are consistent with the Utility's mission to provide and protect healthy drinking water for the community. The revisions are intended to remove obsolete regulations, promote water conservation and improve drinking water rate equity.

Options:

1. Approve the ordinance amending Olympia Municipal Code Chapters 4.24, 8.28 and 13.04 regarding drinking water regulations on first reading and forward to second reading.
2. Advise staff to revise the ordinance before approval. This incorporates Council input while still correcting code deficiencies and inconsistencies.
3. Do not approve the ordinance. This option would not correct identified code deficiencies and inconsistencies.

Financial Impact:

The proposed revisions requiring all water services to be metered should capture additional revenue and reduce the burden on utility customers.

Attachments:

Ordinance

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING SECTION 4.24.010 AND CHAPTER 13.04 AND REPEALING CHAPTER 8.28 OF THE OLYMPIA MUNICIPAL CODE RELATING TO WATER

WHEREAS, hundreds of amendments have been made to the OMC since its adoption, some of which contained scrivener/clerical errors; and

WHEREAS, the OMC also contains cross-references to obsolete or outdated code sections, as well as outdated references to certain terms, funds, and position titles; and

WHEREAS, some provisions of the OMC have been superseded by later-enacted ordinances; and

WHEREAS, it is in the best interest of the City to amend the OMC to correct scrivener/clerical errors and cross-references to obsolete or outdated code sections; and

WHEREAS, it is practical to amend the OMC to reflect current practices and to address issues that exist with certain provisions of the code; and

WHEREAS, this Ordinance is adopted pursuant to Article 11 Section 11 of the Washington State Constitution and any other applicable authority; and

WHEREAS, the City of Olympia has a Water Conservation Plan and is required by the Washington State Department of Health to track water losses; and

WHEREAS, this Ordinance is supported by the staff report, attachments, the City of Olympia Water System Plan (2015-2020), documents on file, and the professional judgment of City staff;

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

Section 1. Amendment of Section 4.24.010 OMC. Section 4.24.010 of the Olympia Municipal Code is hereby amended to read as follows:

4.24.010 Computation and assessment of charges

The rates set forth below do not reflect any possible surcharges or discounts provided to a parcel of property or customer under any provision of ~~city~~-City ordinances or taxes assessed directly upon customers for which the ~~city~~-City acts as collection agent.

A. WATER

- | | | |
|---|----------|---------------|
| 1. Occupant turning on water after delinquent shutoff penalty | \$ 10.00 | OMC 13.04.360 |
| 2. Delinquency notification penalty | \$ 10.00 | OMC 13.04.430 |

- | | | |
|---|--|---------------|
| 3. Service disconnected/water reconnect for nonpayment penalty | \$ 25.00 | OMC 13.04.430 |
| 4. Water for commercial construction purposes <u>Fire hydrant meter</u> | \$ 1,500 deposit plus \$ 50.00 per month plus consumption charge | OMC 13.04.410 |
| 5. Water for residential building construction purposes | Flat fee of \$ 50.00 paid along with building permit fee <u>Ready to serve plus consumption charge in Subsection 8a</u> | OMC 13.04.410 |
| 6. Non-emergency after-hours water service turn on/shut off | \$ 110.00 | OMC 13.04.340 |
| 7. Water General Facility Charges, assessed and payable as provided in OMC 13.04.375: | | OMC 13.04.375 |

Meter Size	AWWA Capacity Factor	GFC
3/4"	1.00	\$ 4,433
1" Residential Fire Sprinkler	1.00	\$ 4,433
1"	1.67	\$ 7,483
1 1/2"	3.33	\$ 14,920
2"	5.33	\$ 23,881
3"	10.67	\$ 46,670
4"	16.33	\$ 73,168
6"	33.33	\$ 149,338
8"	53.33	\$ 238,951
10"	76.67	\$ 347,419
12"	100.00	\$ 448,064

This charge shall be assessed in addition to any other charges or assessments levied under this chapter.

8. Water Meter Rates—Inside City Limits:

a. **Schedule I: Monthly Charges.**

The following is the monthly charge based upon meter size for all ~~consumers~~customers. Customers with Monthly charges for meter sizes not listed in the schedule shall will be charged at the rate applicable to correspond to the next larger meter size listed.

Meter Size		Ready to Serve Charge	OMC 13.04.380
3/4-inch	\$ 12.98	+ consumption charge	
1-inch Residential Fire Sprinkler	\$ 12.98	+ consumption charge	
1-inch	\$ 17.28	+ consumption charge	
1 1/2-inch	\$ 28.02	+ consumption charge	
2-inch	\$ 40.88	+ consumption charge	
3-inch	\$ 75.26	+ consumption charge	
4-inch	\$ 113.91	+ consumption charge	
6-inch	\$ 221.28	+ consumption charge	
8-inch	\$ 350.13	+ consumption charge	
10-inch	\$ 500.43	+ consumption charge	
12-inch	\$ 650.76	+ consumption charge	

(1) Residential and nonresidential premises that are vacant ~~shall bear~~ subject to payment of the full Water ready-to-serve charge. This fee will be charged even if the water is turned off.

Consumption charge per 100 cubic feet:

	Block 1	Block 2	Block 3	Block 4
Residential (Single Family and Duplex Residential)	\$ 1.88	\$ 3.15	\$ 5.03	\$ 6.62
Nonresidential (Multi-family and Commercial)	\$ 2.63	\$ 3.94	--	--
Irrigation	\$ 2.63	\$ 7.77	--	--

Blocks Definition:

	Block 1	Block 2	Block 3	Block 4
Single Family and Duplex (1) Residential	0-400 cf/unit	401-900 cf/unit	901-1,400 cf/unit	1,401+ cf unit
Nonresidential (2)	Nov-June Usage	July-Oct Usage	--	
Irrigation	Nov-June Usage	July-Oct Usage		

(1) Single family accounts with or without accessory dwelling units ~~shall bear~~ charged as one single family account.

(2) If nonresidential block usage cannot administratively be prorated between blocks, usage shall then be billed at the block rate in which the meter reading period ends.

b. **Wholesale consumerscustomers:**

See OMC 13.04.380B.

c. **State buildings with sprinkler systems or fire service connections:**

See OMC 13.04.380C.

d. **Hydrants and fire protection:**

The rates for fire hydrants, including test water and water used to extinguish fires, shall be deemed service charges and for any one (1) year, or fractional part thereof, as follows:

Fire hydrants \$ 160.11 per year

Automatic sprinkler systems or special fire service connections with the city City water distribution system will be charged the monthly ready-to-serve charge based on pipe meter size in 4.24.010 (A)-(8a). Residential fire service connections that require a 1" pipe size will be charged the same as a 3/4" pipe size as shown in Subsection 8a.

B. WASTEWATER (SEWER)

1) LOTT Charges

LOTT wastewater monthly service charge \$ 39.80 per ERU OMC 13.08.190

Nonresidential accounts shall be billed one (1) ERU minimum per month. ERU charges in excess of one (1) ERU shall be billed at the rate of \$ 4.42 per 100 cf or any part thereof for LOTT wastewater service charges.

LOTT capacity development charge \$ 6,049.21 per ERU OMC 13.08.210

2) City of Olympia Monthly Sewer Charges

A) Residential accounts with separately metered City of Olympia water service servicing: one separate single-family residence, one single-family residence with accessory dwelling unit, one unit of a residential duplex, one mobile home, or one trailer shall be billed based on monthly water consumption as follows:

0 – 250 cf	\$ 13.29 per month	
251 – 350 cf	\$ 13.29 per month plus \$.0818 per cf	OMC 13.08.190
351 cf and above	\$ 21.47 per month	

B) Residential accounts with residential duplexes with a single water meter servicing both units shall ~~bear~~ be billed based on water consumption as follows:

0 – 500 cf	\$ 26.58 per month	
501 – 700 cf	\$ 26.58 per month plus \$.0818 per cf	OMC 13.08.190
701 cf and above	\$ 42.94 per month	

C) Residential accounts not included in A) or B) above \$ 21.47 per ERU OMC 13.08.190

D) Nonresidential accounts shall ~~bear~~ be billed one (1) ERU minimum per month. \$ 21.47 per ERU OMC 13.08.190
 ERU charges in excess of one (1) ERU shall ~~bear~~ be billed at the rate of \$.0307 per 1 cf. for local collection system.

3) City of Olympia General Facility Charge

Wastewater (Sewer) general facility charge	\$ 3,442.00 per ERU	OMC 13.08.205
Wastewater (Sewer) general facility charge for properties on public combined sewers and in the Downtown Deferred General Facility Charge Payment Option Area	\$ 1,483.00 per ERU	OMC 13.08.010 OMC 13.08.205

C. WASTE RESOURCES

1. Residential garbage rates, monthly, every-other-week collection:

OMC 13.12.160

One twenty-gallon cart (minimum residential garbage service) \$ 10.98

One thirty-five gallon cart

Recycle rate	\$ 18.97
Nonrecycle rate	\$ 23.79

One sixty-five gallon cart	
Recycle rate	\$ 25.90
Nonrecycle rate	\$ 32.46
Two sixty-five gallon carts	
Recycle rate	\$ 49.56
Nonrecycle rate	\$ 62.06
Three sixty-five gallon carts	\$ 93.15
One ninety-five gallon cart	
Recycle rate	\$ 44.88
Nonrecycle rate	\$ 56.23
More than three sixty-five gallon carts	\$ 93.15+ \$ 32.46 for each sixty-five gallon cart over three carts

2. Residential garbage rates, monthly, weekly collection:

One thirty-five gallon cart	
Recycle rate	\$ 41.81
Nonrecycle rate	\$ 52.32
One sixty-five gallon cart	
Recycle rate	\$ 83.62
Nonrecycle rate	\$ 104.61
One ninety-five gallon cart	\$ 135.92

3. Extended pickup:

Rate	Distance
\$ 1/month	Over 5 feet to 25 feet
\$ 2/month	Over 25 feet to 100 feet
\$ 1/month	Every 50 feet over 100 feet

- a. Persons requesting extended distance service must be at least sixty-five years of age or handicapped where said person cannot wheel a full or partially full garbage cart to the collection point.

- b. No person living with the qualified applicant can wheel a full or partially full garbage cart to the collection point.
- c. Extended pickup service to be at no charge when the combined annual income of the household of the qualified applicant is equal to or less than fifty percent of the median household income in Thurston County.
- d. Persons requesting service must apply with the utilities office by filling out an affidavit for extended service. Upon approval of affidavit, service will be granted.
- e. Qualified applicant will reapply on a yearly basis on or before December 31st of each year.
- f. In the case of a multifamily residence or complex, only the qualified tenant's cart will be clearly marked with the tenant's name and unit number.

4. Residential and commercial organics rate, monthly, every other week collection:

Organics:

Per ~~city~~City-owned 95-gallon cart or each 1/2 yard of material collected \$ 10.25

5. Commercial garbage rates, monthly, weekly collection:

One ten gallon can (minimum commercial garbage service)	\$ 7.10
One thirty-two gallon can or cart	\$ 20.96
Two thirty-two gallon cans or equivalent cart service	\$ 31.97
Three thirty-two gallon cans or equivalent cart service	\$ 60.12
Four thirty-two gallon cans or equivalent cart service	\$ 79.21
More than four thirty-two gallon cans or equivalent cart service	\$ 79.21 + \$ 20.96 for each additional thirty-two gallons of service

6. 95-gallon garbage and refuse cart service, monthly:

One pickup weekly	\$ 60.12
Two pickups weekly	\$ 115.22
Three pickups weekly	\$ 168.02
Four pickups weekly	\$ 221.80

Five pickups weekly \$ 274.91

7. One-yard garbage and refuse dumpster service, monthly:

One pickup weekly \$ 118.20

Two pickups weekly \$ 232.42

Three pickups weekly \$ 342.73

Four pickups weekly \$ 452.82

Five pickups weekly \$ 562.76

Six pickups weekly \$ 672.82

8. One and one-half yard garbage and refuse dumpster service, monthly:

One pickup weekly \$ 156.27

Two pickups weekly \$ 297.84

Three pickups weekly \$ 438.26

Four pickups weekly \$ 578.36

Five pickups weekly \$ 718.42

Six pickups weekly \$ 858.95

9. Two-yard garbage and refuse dumpster service, monthly:

One pickup weekly \$ 194.15

Two pickups weekly \$ 370.45

Three pickups weekly \$ 546.84

Four pickups weekly \$ 723.20

Five pickups weekly \$ 899.61

Six pickups weekly \$ 1,073.13

10. Three-yard garbage and refuse dumpster service, monthly:

One pickup weekly \$ 274.67

Two pickups weekly \$ 537.58

Three pickups weekly \$ 798.21

Four pickups weekly	\$ 1,066.59
Five pickups weekly	\$ 1,319.87
Six pickups weekly	\$ 1,568.94

11. Four-yard garbage and refuse dumpster service, monthly:

One pickup weekly	\$ 345.38
Two pickups weekly	\$ 683.41
Three pickups weekly	\$ 1,014.72
Four pickups weekly	\$ 1,339.05
Five pickups weekly	\$ 1,656.50
Six pickups weekly	\$ 1,968.58

12. Six-yard garbage and refuse dumpster service, monthly:

One pickup weekly	\$ 501.50
Two pickups weekly	\$ 979.35
Three pickups weekly	\$ 1,453.91
Four pickups weekly	\$ 1,928.14
Five pickups weekly	\$ 2,402.53
Six pickups weekly	\$ 2,762.92

13. Prepaid extra tag for unscheduled collection of a bag on regular garbage collection day; \$ 5.39/each.

14. Extra unscheduled can, bag or box on regular garbage collection day to which a City approved prepaid tag is not attached: \$ 8.81/each.

15. Fees for special pickups, minor ancillary services, and yard waste drop-off site disposal services, other than unscheduled extra cans or material on regular collection day, shall be established by the City Manager, based on cost of service; to include labor, equipment, distance traveled, and volume of materials as appropriate.

16. City-owned drop boxes: customers will be charged repair fees on boxes which have been burned or damaged:

Ten cubic yards:

Delivery fee	\$ 71.18	
Daily rental	\$ 2.45	
Hauling fee	\$ 216.79	
Dumping charge		Current disposal fee, surcharge and 14.1% service fee on disposal fee

Twenty cubic yards:

Delivery fee	\$ 71.18	
Daily rental	\$ 3.15	
Hauling fee	\$ 216.79	
Dumping charge		Current disposal fee, surcharge and 14.1% service fee on disposal fee

Thirty cubic yards:

Delivery fee	\$ 71.18	
Daily rental	\$ 4.37	
Hauling fee	\$ 216.79	
Dumping charge		Current disposal fee, surcharge and 14.1% service fee on disposal fee

Forty cubic yards:

Delivery fee	\$ 71.18	
Daily rental	\$ 4.37	
Hauling fee	\$ 216.79	
Dumping charge		Current disposal fee, surcharge and 14.1% service fee on disposal fee

Standby or dig out \$ 90.00 per hour

17. Customer-owned compactors and special containers. Dumping charges are based on weight at transfer station:

Cubic Yard	Charge Per Haul
10 or less	\$ 216.79 *
15	\$ 216.79 *

Cubic Yard	Charge Per Haul
20	\$ 216.79 *
25	\$ 216.79 *
30	\$ 216.79 *
35	\$ 216.79 *
40	\$ 216.79 *
42	\$ 216.79 *
* plus disposal fee plus 14.1% service charge on disposal fee	
Standby or dig out	\$ 90.00 per hour

No delivery fees or rental fees will be charged for city-owned drop boxes used to haul source-separated yard waste for composting or construction and demolition debris for recycling. If material is contaminated, the customer will be charged current disposal fees and 14.1% service charge on the disposal fee, plus delivery fee and daily rental fees.

18. City-owned temporary garbage and refuse dumpster services (customers will be charged repair fees for containers which have been burned or damaged):

One cubic yard:

Delivery fee	\$ 54.36
Daily rental fee	\$ 2.14
Fee per dump	\$ 44.73

One and 1/2 cubic yard:

Delivery fee	\$ 54.36
Daily rental fee	\$ 2.14
Fee per dump	\$ 47.38

Two yard:

Delivery fee	\$ 54.36
Daily rental fee	\$ 2.14
Fee per dump	\$ 50.77

Three yard:

Delivery fee	\$ 54.36
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Daily rental fee	\$ 2.14
Fee per dump	\$ 66.77
Four yard:	
Delivery fee	\$ 54.36
Daily rental fee	\$ 2.14
Fee per dump	\$ 92.51
Six yard:	
Delivery fee	\$ 54.36
Daily rental fee	\$ 2.14
Fee per dump	\$ 126.38

19. City-owned temporary organics dumpster services (customers will be charged repair fees for dumpsters which have been burned or damaged):

One cubic yard:	
Fee per dump	\$ 20.50
One and 1/2 cubic yard:	
Fee per dump	\$ 30.75
Two yard:	
Fee per dump	\$ 41.00
Three yard:	
Fee per dump	\$ 61.50

If material is contaminated, customer will be charged the dump fee, delivery fee and daily rental fee for ~~city~~City-owned temporary garbage and refuse dumpster services as established in Section 16 of this ordinance.

20. An additional surcharge of \$70.00 per month applies to permanent commercial dumpster customers who require Saturday collection and are subject to regular monthly fees set forth in OMC 4.24.010C Subsections 5, 6, 7, 8, 9, 10, 11, 12, 16, 17, 18, or 19.

D. STORM AND SURFACE WATER

At the time of issuance of a building/engineering permit, per OMC 13.16.080, a storm and surface water GFC shall be assessed at the rate of: \$ 1,309/Impervious Unit (2,528 sq. ft.) plus \$ 6.00 per average daily vehicle trip based on the Institute of Traffic Engineers' Trip Generation Manual.

1. Storm drainage service charges:

a. Single-Family and Duplex Residential Parcels. All parcels in the city shall be subject to a monthly charge for storm drainage service in accordance with the following schedule:

Single-family parcels with or without accessory dwelling units (Regardless of date approved)	\$ 14.05/utility account
Plats approved after 1990 with signed maintenance agreement	\$ 12.57/utility account
Duplex parcels (Regardless of date approved)	\$ 14.05/unit (\$ 28.10 when billed as a single account)

b. Commercial, Multi-Family, Industrial and Governmental Parcels. A charge per utility account will be established at the time of issuance of a clearing, filling, excavating or grading permit and assessed monthly as follows:

Administrative fee	\$ 13.75 plus:
For parcels developed after January 1990 (Category I)	\$ 5.17 per billing unit or
For parcels developed between January 1980 and January 1990 (Category II)	\$ 10.80 per billing unit or
For parcels developed before January 1980 (Category III)	\$ 13.63 per billing unit

c. For developed parcels without structural impervious areas, the following construction phase charge shall be assessed at the time of issuance of a clearing, filling, excavating, or grading permit:

Single-family and duplex zoned	\$ 5.90 per parcel x total number of parcels identified in preliminary plat x 24 months
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d. Undeveloped parcels. No charge.

2. State highway charge:

Monthly fee for state highway rights-of-way 30% of the storm drainage service charges

3. Other roadway charges:

Monthly fee for roadway rights-of-way, other than state highways within the ~~city~~ City boundary

E. RECLAIMED WATER

1. Occupant turning on water after delinquent shutoff penalty	\$ 10.00	OMC	13.24.330
2. Delinquency notification penalty	\$ 10.00	OMC	13.24.340
3. Service disconnected/reclaimed water reconnect for nonpayment penalty	\$ 25.00	OMC	13.24.340
4. Reclaimed water for commercial construction purposes	\$ 50.00 per month plus consumption charge	OMC	13.24.200
5. Non-emergency after-hours reclaimed water service turn on/shut off	\$ 110.00	OMC	13.24.250

6. Reclaimed Water Rates

a. Meter Rates – The monthly charge based upon meter size for all reclaimed water customers follows 4.24.010.A.8. ~~Monthly charges for~~Customers with meter sizes not listed in the schedule ~~shall correspond~~ will be charged to at the rate applicable to the next larger meter size listed.

b. Consumption charges

(1) Indoor use of reclaimed water: 70% of the consumption charges in 4.24.010.A.8.

(2) Outdoor use of reclaimed water: 70% of the consumption charges in 4.24.010.A.8 for Irrigation.

Section 2. Amendment of Chapter 13.04 OMC. Chapter 13.04 of the Olympia Municipal Code is hereby amended to read as follows:

**Chapter 13.04
WATER**

13.04.000 Chapter Contents

Sections:

- 13.04.010 Purpose.
- 13.04.020 Definitions.
- 13.04.030 Rules for administration and enforcement--Copy filing--Noncompliance.
- 13.04.040 Water system plan--Contents.
- 13.04.060 Application for service.
- 13.04.070 Use of water must be for purposes stated ~~in~~ at time of application.
- 13.04.080 Waste of water prohibited.
- 13.04.090 Damaging or interfering with water system prohibited.
- 13.04.110 Cross-connections and backflow protection.
- 13.04.120 Use of nonconforming connection material prohibited.
- 13.04.130 Emergency and/or maintenance interruption of service.
- 13.04.140 Displacement of ~~waterworks~~ appurtenances.
- 13.04.150 Access to premises for inspection.
- 13.04.160 City employees to work on mains and service connections.
- 13.04.170 Mains and services--Location from sanitary sewers.
- 13.04.180 Ownerships of mains and service connections.
- 13.04.190 Private distribution systems to conform to ~~city~~ City standards.
- 13.04.200 Service connections--General requirements.
- 13.04.210 Temporary service connections.
- 13.04.220 Service connection--Master meters.
- 13.04.230 Service agreements with other governmental units.
- 13.04.240 Water service outside ~~city~~ City limits.
- 13.04.242 Water service outside ~~city~~ City limits--Agreements to run with the land.
- 13.04.244 Water service outside ~~city~~ City limits--Other sections not affected.
- 13.04.270 Extension of mains.
- 13.04.280 Service connection--No main in street.
- 13.04.290 Local Improvement District--Assessment rates.
- 13.04.295 Oversizing of mains.
- 13.04.310 All services to be metered.
- 13.04.320 ~~Turning on water~~ Utility account required.
- 13.04.330 Permission required to connect or turn water on or off.
- 13.04.335 Requirement to connect.

- 13.04.340 Notice required to have water discontinued and other charges for requests that water be turned on or turned off.
- 13.04.350 Service reconnection or transfer of service.
- 13.04.360 Occupant turning on water--Penalty.
- 13.04.370 Charges to become lien.
- 13.04.375 Water general facility charge (GFC).
- 13.04.380 Water meter rates--Inside cityCity limits.
- 13.04.390 Water meter rates--Outside cityCity limits.
- 13.04.400 ~~Charges for hydrants and f~~Fire protection outside cityCity limits.
- 13.04.410 Water for construction purposes.
- 13.04.420 Cash deposit for water service.
- 13.04.430 Payment of water bills--Delinquency Notification--Service discontinued for nonpayment--Past due fees.
- 13.04.440 Failure to Comply--Violations--Penalties.
- 13.04.460 Allocation of funds.

13.04.010 Purpose

The following ~~rates and regulations~~ are established for the control of the municipal water supply system of the City. This chapter applies to all users of the City water system, whether the premises served is inside or outside the Olympia City limits.

13.04.020 Definitions

For purposes of this chapter, the words or phrases defined below shall have the following meanings:

- A. "Approved air gap" as defined in WAC 246-290-010, means a physical separation between the free-flowing end of a potable water supply pipeline and the overflow rim of an open or non-pressurized receiving vessel. To be an air gap approved by the Washington State Department of Health, the separation must be at least: 1) twice the diameter of the supply piping measured vertically from the overflow rim of the receiving vessel, and in no case be less than one inch, when unaffected by vertical surfaces (sidewalls); and: 2) three times the diameter of the supply piping, if the horizontal distance between the supply pipe and a vertical surface (sidewall) is less than or equal to three times the diameter of the supply pipe, or if the horizontal distance between the supply pipe and intersecting vertical surfaces (sidewalls) is less than or equal to four times the diameter of the supply pipe and in no case less than one and one-half inches.
- B. "Approved backflow prevention assembly" as defined in WAC 246-290-010, means a reduced pressure backflow assembly (RPBA), reduced-pressure detector assembly (RPDA), double check valve assembly (DCVA), double check detector assembly (DCDA), pressure vacuum breaker assembly (PVBA), spill-resistant vacuum breaker assembly (SVBA) of make, model, and size approved by the Washington State Department of Health.

- C. "City" means the City of Olympia, Washington, or as indicated by the context, may mean the Drinking Water Utility, drinking water purveyor, City Clerk, City Engineer, City Treasurer, or other City employee or agent representing the City in the discharge of ~~his or her~~official duties.
- D. "City Council" means the City Council of the City of Olympia. ~~"All its members" or "all council members" means the total number of council members holding office.~~
- E. "City Engineer" means the City Engineer of the City of Olympia, or ~~his/her~~the City's Engineer's designee, who has the duty and authority to enforce the codes and standards adopted by the City Council, as they relate to the development and operation of the City's infrastructure by private development, including other government agencies, and City projects.
- F. "City Manager" means the City Manager of the City of Olympia.
- G. "Council" means the City Council of the City of Olympia. ~~"All its members" or "all commissioners" means the total number of council members holding office.~~
- H. "Cross connection" means any actual or potential physical connection between the City's ~~public~~ water system or the ~~consumer~~customer's water system and any source of nonpotable liquid, solid, or gas that could contaminate the City's potable water supply by backflow. Cross connections are further defined in chapter 246-290 WAC as low cross connection hazards or high health cross connection hazards.
- ~~I. "Consumer's water system" means any potable and/or industrial water system ~~that~~ begins at the point of delivery from the City's water system and is located on the consumer's premises. The consumer's water system includes all auxiliary sources of supply, storage, treatment, and distribution facilities, piping, plumbing, and fixtures under the control of the consumer.~~
- ~~J.~~ "Downtown Deferred General Facility Charge Payment Option Area" means all properties located within the area bounded by: Budd Inlet to the north; Budd Inlet and Capitol Lake on the west; Sid Snyder Avenue extending between Capitol Lake and Capitol Way, and 14th Avenue extending to Interstate 5 on the south; Eastside Street on the east, and Olympia Avenue extending to Budd Inlet on the north. This area includes properties owned by the Port of Olympia.
- ~~K.~~ "Drinking water purveyor" means the person who currently holds the drinking water purveyor designation, as determined by the Washington State Department of Health and the City of Olympia. Any act in this chapter required or authorized to be done by the drinking water purveyor may be done on behalf of the drinking water purveyor by an authorized employee of the Drinking Water Utility.
- ~~L.~~ "Engineering Design and Development Standards" means requirements for civil engineering infrastructure as adopted by the Olympia City Council. The EDDS is comprised of both written text and

standard details specifying how infrastructure is constructed. These improvements include streets, driveways, sidewalks, curbs, street lighting, street trees, water, sewer, storm drainage, and solid waste.

~~ML.~~ "Mains" means water ~~lines-pipes~~ designed or used to serve more than one premises.

~~NM.~~ "Master Meters" mean a common meter which provides water service to an apartment complex, housing community, or number of individual users.

~~ON.~~ "Person," "customer," "owner," "occupant," or "agent," ~~shall be held to include~~ natural persons of either sex, and any legal entity, including associations, ~~co-partnerships,~~ and corporations, and limited liability companies, whether acting by themselves or by a servant, agent or employee; the singular number ~~shall be held to include~~includes the plural and the masculine pronoun ~~to include~~includes the feminine.

~~PO.~~ "Premises" means a continuous tract of land, building, or group of adjacent buildings under a single control with respect to use of water and responsibility for payment therefor. Subdivisions of such use or responsibility ~~shall constitute~~ a division into separate premises as defined in this section.

~~QP.~~ "Responsible person" means, the owner(s) of the ~~property-premises~~ and/or tenant(s) or person(s) in possession thereof.

~~RQ.~~ "Service connection" means that portion of the City water ~~supply-system~~ connecting the supply system on a premises to the City water ~~distribution-mains~~system including the tap into the main, the water meter and appurtenances, and the service line from the main to the meter and from the meter to the property line. Service connections include connections for fire protection as well as for domestic, commercial, irrigation, and industrial uses.

~~SR.~~ "Standard or permanent mains" means mains conforming to the standard specifications of the City with respect to materials and minimum diameter.

~~TS.~~ "Standard specifications" means those standard specifications for public works construction which have been adopted by the City Council.

~~U.~~ "~~Substandard or temporary mains~~" means ~~mains which do not conform to the standard specifications of the City with respect to materials and/or minimum diameter.~~

~~VT.~~ "Water Appurtenance" means an accompanying part or feature of the water system. Examples include but are not limited to any pipe, fitting, hydrant, meter, meter box, valve, valve box, blow off assembly, meter setter, coupling, or curb stop.

13.04.030 Rules for administration and enforcement--Copy filing--Noncompliance

The City Manager, ~~subject to approval of the City Council, shall have the power to~~ may adopt rules and regulations ~~not inconsistent with the terms of this chapter for carrying out and enforcing the payment, collection, and remittance of the rates defined in this chapter and the rules and regulations affecting the operation of the water system as such relate to services, connections, and the general operation of the utility,~~ necessary for the administration of this chapter and OMC chapter 4.24; a copy of such rules and regulations ~~shall~~ must be on file and available for public examination at the City Clerk's Office or at such other place or places as may be designated by the City Council. Failure to comply with any such rules and regulations ~~shall be deemed~~ is a violation of this chapter.

13.04.040 Water system plan--Contents

The Director of Public Works, or ~~his/her~~ the Director's designee, is authorized and directed to prepare a water system plan for the City water ~~supply and distribution~~ system, in accordance with WAC 246-290-100. The Director of Public Works will also determine the standards for development and improvement of the system to provide adequate water supply for domestic and industrial consumption and fire protection. The plan ~~shall~~ must be on file at the office of the ~~City Engineer~~ City Clerk and the Public Works Department and ~~shall~~ must include at a minimum:

- A. Main sizes required on all existing ~~city~~ City streets;
- B. Main sizes required outside the ~~city~~ City limits in those areas which are being served by ~~city~~ City water;
- C. Main sizes and approximate locations for future major distribution mains in areas in which public streets do not presently exist;
- D. The location of and construction standards for all ~~waterworks facilities~~ appurtenances including, but not limited to, mains ~~and appurtenances~~, reservoirs, and pump stations;
- E. Such other information as may be deemed necessary by the ~~City~~ eEngineer or the City Council.

13.04.060 Application for service

All applications for water service connections to and/or the use of water ~~within for~~ any premises ~~shall~~ must be made ~~at the office of Community Planning and Development or at such other place or places as the City Council may designate~~ in the manner required by the City. Every such application ~~shall~~ must be made by the owner of the ~~property~~ premises to be furnished, or by ~~the owner's~~ his authorized agent, and the applicant shall state fully and truly all the purposes for which the water may be required, ~~and must~~ By accepting water service, the customer agrees to conform to the regulations and rules established from time to time as the condition for the use of the water. The applicant must further agree as a condition precedent in the premises that the The City ~~shall have~~ has the right at any time, without notice, to shut off the water supply for repairs, extensions, nonpayment of rates, or for any other reason, ~~and that~~ € The City shall not be is not responsible for

any damage caused by the breaking, bursting, or collapsing of any boilers, pipes, or fixtures, or by the stoppage, or interruption of the water supply, or any damage whatever resulting directly or indirectly from the shutting off of the water.

13.04.070 Use of water must be for purposes stated in at time of application

It is unlawful for any person supplied with water from the City's water supply system to use the water for purposes other than those named stated in the application upon which rates for water are based, or for any other purposes than that for which his application provides, or to use it in violation of any provision of this chapter at the time of applying for water service.

13.04.080 Waste of water prohibited

No person shall may waste water or allow it to be wasted. Waste of water is defined as: applying water to a landscape in sufficient quantity to cause significant runoff of that water to impervious areas or to allow significant overspray onto non-landscaped areas; applying water to a landscape in sufficient quantity to cause substantial puddling of that water at the ground surface; allowing leaking valves, pipes, closets, faucets, or other fixtures; or allowing any pipes or faucets to run open to prevent the service from freezing or for any other reason. The Public Works Department may enforce the waste of water prohibition by terminating water service to customers who waste water during times of drought; when the City's Water Shortage Response Plan is enacted; or when customers do not take corrective action when notified of the waste of water. Water Service will be restored once corrective action has been taken. This section ~~shall apply~~ applies only to use of water from the City of Olympia water supply system.

13.04.090 Damaging or interfering with water system prohibited

A. It is unlawful for any person to willfully disturb, break, deface, prevent, or hinder access to, or damage any fire hydrant, water meter, water meter box, gate valve, water pipe, or other ~~waterworks~~ appurtenance together with the buildings, grounds, and improvements thereon belonging to or connected with the City water system of the City in any manner whatsoever.

B. It is unlawful for any person to open, close, turn, or interfere with, or attempt to, or connect with any fire hydrant, valve, or pipe belonging to the City, ~~unless authorized by the drinking water purveyor in writing; provided, that~~ This rule shall does not apply to members of the City Fire Department or any other Fire Department duly authorized to operate fire hydrants, while acting in such capacity.

C. It is unlawful for any person to place any potential source of contamination, or garbage of any kind or description upon ~~city water system facility~~ Drinking Water Utility property or within Drinking Water Protection Areas, as ~~noted~~ set forth in OMC 18.32.

D. It is unlawful for any person to place, store, maintain, or keep any object within a distance of five feet from any valves, hydrants, or blowoff assembly. A 2-foot clearance must be maintained around all meters and meters must not be covered by sod, shrubs, or bark.

13.04.110 Cross-connections and backflow protection

A. The provisions of WAC 246-290-490, as now enacted or hereafter amended, relating to cross-connection control and elimination and the use of backflow prevention assemblies when such are considered to be advisable or required, are hereby adopted and made a part of this chapter. All provisions of the Washington Administrative Code may be executed and applied by the Public Works Department in determining when cross-connections are prohibited and when backflow prevention assemblies ~~shall be~~ required and tested under the City's cross-connection control program. A copy of these provisions is on file in the City Clerk's Office or with the Public Works Department.

B. The installation or maintenance of any uncontrolled cross connection, which could endanger the water quality of the City's public-water system, is prohibited. Any such cross connection now existing or hereafter installed is declared unlawful and ~~shall~~ must be abated immediately. Abatement includes, but is not limited to, the discontinuance of water service or the installation of an approved backflow prevention assembly, equal to the degree of hazard, as determined by the City. Backflow prevention assembly installation and testing is the responsibility of the customer and the customer ~~shall bear~~ bears all costs to perform such activities.

C. Service ~~shall~~ will be discontinued to any ~~premises, water user or property owner~~ customer for failure to comply with the rules and regulations contained in this section or failure to permit entry upon the premises by authorized City personnel for purposes of inspection and/or testing. Any service discontinued for such failure will not be reestablished until the Director of Public Works or ~~his/her~~ the Director's designee has approved compliance with the rules and regulations contained in this section.

D. The Director of Public Works or ~~the Director's~~ his/her designee will assign a test due date for each backflow prevention assembly. The due date for annual testing ~~shall be~~ is based on the installation date of the assembly.

E. The customer is responsible for backflow assembly testing upon initial installation and annually thereafter. The customer is required to provide proof of installation and proof of a passing test to the Director of Public Works or ~~the Director's~~ his/her designee by the annual due date.

13.04.120 Use of nonconforming connection material prohibited

It is unlawful for any person to use any material not conforming to the public works standard specifications and the ~~regulations of the City~~ Engineering Design and Development Standards to connect any premises or buildings with the ~~city~~ City water system.

13.04.130 Emergency and/or maintenance interruption of service

In case of an emergency, or whenever the public health, safety, or equitable distribution of water so demands, the drinking water purveyor may reduce or limit the time for or temporarily discontinue the use of water. Water service may be temporarily discontinued for purposes of making repairs, extensions, or doing other necessary work. Before so changing, reducing, limiting, or discontinuing the use of water, the Drinking Water

Utility shall notify, insofar as practicable, all water ~~consumer~~customers affected. The City ~~shall is~~ not be responsible for any damage resulting from interruption, change, or failure of the water supply.

13.04.140 Displacement of waterworks appurtenances

All persons, ~~contractors, corporations,~~ and other municipal departments performing construction work in streets or utility rights-of-way, such as grading, regrading, filling, trenching, or paving, shall give the drinking water purveyor ten working days' written notice in case it becomes necessary during the work to remove, displace, or change any water mains, pipes, fittings, meters, valves, or other waterworks appurtenances that may interfere with the prosecution of such work. Such person, contractor, corporation, or municipal department is liable for to the Drinking Water Utility for the cost of necessary repairs and replacements for ~~Damage to any part of the City water system shall make such person, contractor, corporation, or municipal department liable to the Drinking Water Utility for the cost of necessary repairs and replacements.~~

13.04.150 Access to premises for inspection

Authorized employees from the Office of Community Planning and Development, Utility Billing, ~~and/or~~ the Drinking Water Utility, displaying proper identification~~properly identified, shall have~~ must be provided free access at reasonable hours of the day, to all parts ~~or of~~ premises or within buildings thereon to which water is supplied from the City water system for the purpose of checking conformity to these regulations. In addition, such personnel are authorized, from time to time, to survey water customers as a means to update customer lists and statuses in a responsible and reasonable manner.

Whenever the owner or occupant of any premises supplied by the City water system restrains authorized ~~city~~City employees from making the necessary inspections and surveys, water service may be immediately discontinued to the premises.

13.04.160 City employees to work on mains and service connections

Only employees of the Drinking Water Utility or qualified contractors duly authorized by the drinking water purveyor or the City Engineer are allowed to perform work in connection with the City mains or service connections.

13.04.170 Mains and services--Location from sanitary sewers

All mains, service lines, and other waterworks appurtenances which carry water ~~shall~~ must be located a sufficient distance, both horizontally and vertically, from any sanitary sewer, in accordance with Department of Ecology Criteria for Sewage Works Design standards, to prevent contamination. All locations of waterworks ~~facilities~~ appurtenances, both public and private, which are connected to the City water system, are subject to the approval of the City Engineer.

13.04.180 Ownerships of mains and service connections

The ownership of all water ~~mains, water service connections, and water~~ appurtenances in public streets or utility rights-of-way ~~shall be~~ vested solely in the Drinking Water Utility of the City, and the person responsible for the construction of such mains ~~shall~~ must relinquish, by bill of sale, all interest in the ownership of such mains upon acceptance by the City; provided, however, that all private systems existing on March 25, 1969, ~~shall remain~~ under private ownership unless dedicated to the City under the provisions of this chapter.

The Drinking Water Utility will operate and maintain all approved and accepted mains in public streets or utility rights-of-way. In no case ~~shall~~ may an owner, agent, officer, or employee of any premises have the right to remove or change any part thereof without the approval of the drinking water purveyor.

No person ~~shall~~ may install a water main in any street which is connected to the ~~Olympia City~~ water system without procuring a permit for such installation or connection.

13.04.190 Private water distribution systems to conform to ~~city~~City standards

A. All private water distribution systems, whether located inside or outside the ~~City corporate limits of the City,~~ in order to become or remain eligible for water to be furnished by the City must be constructed to the City's minimum standards, located in the ~~City of Olympia~~ Engineering Design and Development Standards. Master metered systems must comply with OMC Section 13.04.220. All new construction and repairs ~~shall~~ must conform to such standards. Failure to bring any system up to such standards within twelve months of written notice of defects to the owner of any such system ~~shall~~ will result in termination of water service until corrections are made.

B. The owner(s) of any private water distribution system connected to ~~City water system~~ the water supply system of the City may petition the City Council to accept ownership and maintenance of the private water distribution system provided the system meets ~~city standards~~ Engineering Design and Development Standards or satisfactory arrangements have been made to bring the system up to standards within twelve months. Included with such petition must be such records of the system as necessary to indicate location, size, material, and date of installation of all ~~mains and~~ water appurtenances. Prior to acceptance by the City, a valid deed or bill of sale and all necessary easements and/or franchises must be ~~presented~~ provided to the City.

C. Nothing contained ~~herein in this section shall be construed to require~~ the City Council to accept any private water distribution system.

13.04.200 Service connections--General requirements

A. Except as provided in ~~OMC Sections 13.04.210, 13.04.220 and 13.04.270,~~ no premises ~~shall~~ may hereinafter be connected to the City water supply system of the City unless there is an adjacent standard main under the ownership and exclusive control of the City.

B. When a permit has been obtained for the installation of water service, the drinking water purveyor shall cause the premises described in the application to be connected ~~with to~~ the City water system in accordance with City standards. The connection ~~shall~~ must thereafter be maintained by and kept within the exclusive control of the City. The ~~user and/or property owner~~ customer ~~are is~~ responsible for ensuring that the water meter and box remain free from anything that could preclude authorized City personnel from having clear access to the meter at all times.

C. Except as provided in OMC Section 13.04.220, every separate premises supplied by ~~the e~~ City water system must have its own separate meter and the premises so supplied will not be allowed to supply water to any other premises. The City Engineer may require individual buildings on the same premises to be separately metered or metered together, as may be the case with an approved Accessory Dwelling Unit.

D. When two or more buildings on the same premises are being served unsatisfactorily by one water service connection, the drinking water purveyor ~~shall have the right to~~ may require the installation of additional water service connections from the water main to the premises already served. When additional water service connections are provided for any premises, all water service to such premises ~~shall be is~~ metered and installed in the regular manner.

E. The ~~property premises~~ owner in applying for service shall pay to the City the current prevailing cost to cover all expenses for the City's installation of such service connection(s). All services ~~shall~~ must be constructed by the City from the main to the property line and ~~shall~~ must include a suitable water meter and other water appurtenances. This rule ~~shall also apply~~ where exchanges in size of service are made at the request of the ~~property owner~~ customer. In case of replacement or new services, no service smaller than three-fourths inch ~~shall~~ may be installed.

F. All persons connecting to ~~city~~ City water system service ~~shall be required to~~ may use only materials conforming to the ~~standard specifications and regulations of the City~~ Engineering Design and Development Standards. Plumbing on premises ~~shall~~ must conform to the uniform plumbing code of the City.

~~G. When necessary due to the grading or regrading of public streets, the drinking water purveyor may relocate services on the premises to conform to the grade or slope occasioned by the street grading, and charge the expense to the owner receiving water service.~~

13.04.210 Temporary service connections

Water service may be supplied to premises on a temporary basis during the construction of a building on the premises or during the construction of a standard main to serve the premises, as long as it is metered and meets requirements for adequate backflow prevention. Application for temporary service ~~shall~~ will only be approved upon payment of all fees and assessments required by this chapter and OMC chapter 4.24. This application ~~shall~~ must state fully the purposes for which water is desired, the circumstances which require

service by temporary means, and the duration for which temporary service is necessary. All costs necessary to install and remove the temporary service ~~shall~~ must be paid by the ~~applicant~~ customer.

Upon completion of the work for which the temporary service was necessary, the owner shall immediately apply for permanent service to the premises and the temporary service ~~shall~~ must be removed. Failure to obtain permanent service ~~shall be~~ is cause for immediate discontinuance of water supply to the premises.

13.04.220 Service connection--Master meters

A. The City ~~Council~~ may, at ~~its~~ the Public Works Director's discretion, authorize water service to a community or number of individual users to be furnished through a common master meter customer, which may be a company, association, or other form of organization, which is acceptable to the City. Master meters ~~shall~~ must be furnished, installed, maintained, and kept within the exclusive control of the City. The cost of the installation including the meter ~~shall be~~ is at the expense of the ~~consumer~~ master meter customer.

B. Where water service is supplied through a master meter, ~~the master meter customer a company, association, or other form of organization, which is acceptable to the City, shall will~~ be billed at the rate for commercial customers. ~~The company, association or organization~~ The master meter customer ~~shall be~~ is responsible for metering and billing individual customers and determining appropriate rates and charges.

C. Applications for water service under the provisions of this section ~~shall~~ must include a detailed description of the premises to be served, the name and nature of the master meter customer organization which is to be responsible for the service charges, the conditions or circumstances precluding service by individual meters, and such other information as the City ~~Council~~ may deem necessary.

D. ~~Such Master meter customers consumers~~ shall maintain and keep on file with the Office of the City Engineer detailed plans of their systems in such form as specified by the City Engineer. Each such master meter customer consumer shall, prior to commencement of work to repair or upgrade the system, submit an application and pay all applicable fees with respect to all construction or modifications which add to, reduce, or alter the City water system. Construction or modification of the system must meet current requirements under the Engineering Design and Development Standards ~~adopted by the City~~.

E. Water service, under the terms of this section, ~~shall be~~ is limited to those premises described ~~in~~ at the time of application for water service. Service to additional premises, not included in the original application, ~~shall~~ requires a separate ~~application and approval~~.

F. The ownership of the water system beyond the master meter ~~shall~~ must be vested in the master meter customer consumer and the operation, repair, expansion, and renewal of the system ~~shall be~~ is the responsibility of the ~~consumer~~ master meter customer. The City's responsibility ~~shall terminate~~ with ~~at~~ the master meter.

G. Any violation of the procedures required by this section ~~shall be~~ is cause for immediate discontinuance of service to the system by the City.

13.04.230 Service agreements with other governmental units

The City Council may, at its discretion, enter into an agreement with any other municipal corporation or governmental unit for the purpose of obtaining or providing any service relating to water supply as provided by law. Terms of each agreement ~~shall~~ must be established by the City Council.

13.04.240 Water service outside ~~city~~ City limits

A. ~~Property-Premises~~ lying within the urban growth area ~~boundary~~ and contiguous to the Olympia city limits shall annex to the City as a condition of water connection. In the alternative, the City may elect to defer annexation and require execution of an agreement described in subsection B of this section.

B. ~~Property~~ A Premises lying within the urban growth area which is not annexed as a condition of water service, ~~shall be permitted~~ may receive water service only upon entering into an appropriate agreement with the City containing a waiver of protest to annexation and/or power of attorney authorizing annexation at such time as the City determines the ~~property-premises~~ should be annexed to the City.

1. Application fees as established by the City Council ~~shall~~ must be paid upon the submittal of a signed Utility Extension Agreement requesting water service for ~~property-premises~~ outside the City;

2. ~~Requirements that~~ The cost of the water extension must be borne in whole by the applicant for water services, subject to any provisions in effect at the time of connection for latecomer reimbursement;

3. The agreement ~~shall~~ may not be executed prior to the time formal application is made for approval of the project for which utilities are requested. The term of said agreement ~~shall~~ must terminate at the time any project application or approval expires or is revoked for any reason. A new agreement ~~shall~~ also be is required for any extension of project applications or approvals or when in the opinion of the Director of Community Planning and Development, a substantial change or addition is made to the project.

C. Following execution, such agreement ~~shall~~ must be recorded by the City Clerk in the chain of title for such ~~property-premises~~ in the records of the Thurston County Auditor.

13.04.242 Water service outside ~~city~~ City limits--Agreements to run with the land

The agreement described in OMC Section 13.04.240 ~~shall~~ must contain a provision that the obligations and privileges contained therein ~~shall~~ run with the land and bind future owners of said land in the same manner as the applicant is bound ~~therein~~ thereby.

13.04.244 Water service outside ~~city~~City limits--Other sections not affected

In addition to OMC Sections 13.04.240 and 13.04.242, all other provisions of this chapter shall apply to ~~outside connections outside the City limits.~~

13.04.270 Extension of mains

Any main extension of the City's water system must be approved by the Public Works Department, and all extensions must conform to requirements of the Washington State Department of Health and the Coordinated Water System Plan, the City of Olympia Water System Plan, the Olympia Fire Department, and the ~~City of Olympia~~ Engineering Design and Development Standards.

13.04.280 Service connection--No main in street

A. Whenever an applicant requests water service to premises with no main in the adjacent street, a standard main must be installed as a prerequisite to connection to the City water ~~supply~~ system. The standard main must conform ~~with to~~ the water system plan of the City water system and must be installed along the complete street frontage of the premises to be served in accordance with the water system plan.

B. A standard main may be installed by any of the following methods:

1. The main may be installed at the expense of the owner by a competent contractor under the supervision and approval of the City Engineer, ~~in which case the City will contract with the owner to provide for the reimbursement of such owner and his assigns for a period of ten years by any owner of real estate who did not contribute to the original cost of such main and who subsequently taps onto the main for service of a fair pro rata share of the cost of construction of the main. The contract shall be recorded in the office of the Thurston County Auditor upon acceptance of construction of the main by the City Council. Assessments after the expiration of the contract shall revert directly to the City. Any party, including the City, that funds installation of water appurtenances may apply for a latecomers agreement, for fair pro rata reimbursement from other benefitting properties if the improvements meet all the criteria for a latecomer's agreement.~~

2. If the premises lies within the ~~City limits~~ corporate limits of the City, the owner may elect ~~request~~ to have the main installed by ~~a local improvement district, formed~~ the formation of a local improvement district as prescribed by state law and the ordinances of the City.

13.04.290 Local Improvement District--Assessment rates

Whenever any main is installed by the local improvement district ~~formed under method OMC chapter 3.20~~, the assessment rates to be charged to the ~~property premises~~ specially benefited shall ~~must~~ be established by the City Council.

13.04.295 Oversizing of mains

Whenever the City requires a main size larger than would be required to serve the adjacent ~~property-premises~~ or, in the case of a subdivision or development, a main size larger than required to serve that development, the City shall participate in the cost of the main to the extent of the additional size required, provided the amount of such participation ~~shall be~~ established by the City Engineer prior to the commencement of construction.

13.04.310 All services to be metered

All service connections to the City water system ~~shall~~ must be metered and all meters ~~shall~~ remain the property of the City and any meter may be exchanged with another meter of similar kind as deemed necessary by the drinking water purveyor.

13.04.320 ~~Turning on water~~ Utility account required

Whenever the owner or occupant of any premises connected with the City's water supply system desires to use water, ~~they~~ the owner or occupant shall notify Utility Billing and request the water to the premises be turned on.

13.04.330 Permission required to connect or turn water on or off

No plumber or other person ~~will be~~ allowed to make connection with the City mains or make connection with any ~~conduit, pipes, or any fixtures connected therewith~~ water appurtenance, or to connect pipes that have been disconnected, or to turn water on or off of premises without the permission of the drinking water purveyor ~~or their designee~~.

13.04.335 Requirement to Connect

All new premises within the City limits or the City's urban growth area shall connect to a public water supply provided that the premises lies within 200 feet of a public water main. When connection to the City water system is desired by a customer connected to an existing well, a physical disconnect between the well and the public water system must be made and maintained. This is necessary to assure that an unapproved auxiliary water supply (the customer's well) will not contaminate the City water supply.

13.04.340 Notice required to have water discontinued and other charges for requests that water be turned on or turned off

To discontinue the use of water supplied to any premises, the customer must provide notice to the Drinking Water Utility. The water will then be disconnected and restored without charge during normal business hours upon proper application. Non-emergency related requests for water turn on or shut off required to be performed after normal business hours will be subject to charges as set forth in OMC Chapter chapter 4.24 of this code.

13.04.350 Service reconnection or transfer of service

When ~~a~~ a new buildings ~~are-is~~ to be erected on the site of ~~an~~ an the-old buildings, and the City receives a request to increase the size of or change the location of the old service connection, or where a service connection to any premises is abandoned or no longer used, the drinking water purveyor may ~~cut-out-or~~ remove such service connection. Should a new service connection be required for the premises, the ~~owner~~-customer must complete an application and pay for a new tap-service connection pursuant to City code. When the service connection of any premises is located in a place other than a main that runs in front of the premises, once a new main is located in front of such premises, the drinking water purveyor may transfer the service connection to the new main without charge. Upon service transfer to the new main, the old service connection will be disconnected and may be removed.

13.04.360 Occupant turning on water--Penalty

Should the City discover that water to the premises has been restored by other than the City after being shut off by the Drinking Water Utility, the service may be turned off by the Drinking Water Utility, and the owner or occupant of the premises may be charged an additional fee as set forth in OMC Title 4, Fees and Fines, for the expense of turning it off and on.

13.04.370 Charges to become lien

The City ~~shall have~~has a lien against premises to which water has been furnished, which lien ~~shall be~~is in the amount and to the extent allowed by RCW 35.21.290 as the same now exists or may hereafter be amended. The lien ~~shall is~~ be enforceable in the manner allowed by RCW 35.21.300 as it now exists or may hereafter be amended.

13.04.375 Water general facility charge (GFC)

A. A water general facility charge ~~shall be~~is assessed for the connection of any premises to the City water system as set forth in OMC Title 4, Fees and Fines, ~~of this code~~. This charge is assessed in addition to any other charges or assessments levied under this chapter. Payments of such charges must be deposited in the water capital improvement fund established under OMC Section 3.04.400 and may be used only for the purposes enumerated therein. Payment must be made at the rate in effect at the time of payment.

B. Except as set forth in subsections C and D below, such charge ~~shall become~~s due and payable no earlier than at the time of issuance of a building permit and no later than at the time each ~~the~~ the connection is completed ~~at the rate in effect at the time of payment~~. ~~For projects located outside the City, the date of building permit issuance by Thurston County shall constitute the earliest time of payment. This charge shall be assessed in addition to any other charges or assessments levied under this chapter. Said funds shall be deposited in the water capital improvement fund established under Section 3.04.740~~ 3.04.400 and shall be used only for the purposes enumerated therein.

C. The Water GFC may be deferred for residential developments in the Downtown Deferred General Facility Charge Payment Option Area. An unpaid Water GFC deferred under this section ~~shall constitute~~ a lien against the property for which it is payable. Payment of a Water GFC need not be made prior to the time of connection if the payer provides the Community Planning and Development Department with proof that a Voluntary General Facility Charge Lien Agreement, in a form approved by the City Attorney, has been executed by all legal owners of the property upon which the development activity allowed by the building permit is to occur, and the agreement has been recorded in the office of the Thurston County Auditor. When such deferral is sought for a portion of the development activity, the City, at its sole discretion, ~~shall determine~~ the portions of the Water GFC to be applied to the portions of the development activity. If a Voluntary General Facility Charge Lien Agreement has been recorded, payment of the Water GFC ~~shall be~~ deferred under the following conditions:

1. The Water GFC will be assessed at the rate in effect at the time of issuance of the building permit for the project, and
2. Payment of the Water GFC ~~will~~ must be made at the earlier of the closing of sale of the property or any portion of the property, or three (3) years from the date of the City's issuance of a Certificate of Occupancy for the property against which the Water GFC is assessed, and
3. A GFC payment made within one (1) year of issuance of the Certificate of Occupancy for the development shall pay the fees assessed at the time of issuance of the building permit, or
4. A GFC payment made within the second year from issuance of the Certificate of Occupancy for the development shall pay the Water GFC plus interest, for a total of 105% of the fees assessed at the time of issuance of the building permit, or
5. A GFC payment made within the third year from issuance of the Certificate of Occupancy for the development shall pay the Water GFC plus interest, for a total of 110% of the fees assessed at the time of issuance of the building permit.

In the event that the Water GFC and/or interest (if any) is not paid within the time provided in this subsection, all such unpaid charges, fees, and interest ~~shall constitute~~ a lien against the property for which they were assessed. The lien may be enforced either by foreclosure pursuant to RCW 61.12 or by termination of water service pursuant to ~~OMC Section-section~~ 13.04.430 of this Code. The City may use other collection methods at its option. In the event of foreclosure, the owner at the time of foreclosure shall also pay the City's reasonable attorney fees and costs incurred in the foreclosure process. Notwithstanding the foregoing, the City shall not commence foreclosure proceedings less than thirty (30) calendar days after providing written notification to the then-present owner of the property via certified mail with return receipt requested advising of its intent to commence foreclosure proceedings. If the then-present owner cures the default within the thirty-day cure period, no attorney fees and/or costs will be owed.

D. Where the Water GFC is assessed upon connection of an existing residential dwelling which previously received water from a different source, a property owner who is economically disadvantaged may, in lieu of a lump sum payment, pay the charge over a maximum three (3) year period. To qualify, the owner shall execute a Voluntary General Facility Charge Lien Agreement with the City which sets forth, among other terms, a quarterly or annual payment schedule to run no more than three (3) years from execution or the sale of the property, whichever occurs first. The agreement ~~shall~~ must require that any balance owing ~~shall be~~ is due in full upon sale of the property or the expiration of three (3) years from execution of the agreement. The payments ~~shall~~ must be secured by a lien against the property served, which may be enforced either by foreclosure pursuant to RCW 61.12 or by termination of water service pursuant to ~~OMC s~~ Section 13.04.430 of this Code. The City may use other collection methods at its option. The agreement ~~shall~~ must be prepared by the City Attorney and made available by the appropriate official in the Drinking Water Utility. For the purpose of this section, the term "economically disadvantaged" ~~shall have~~ has the same meaning as provided in ~~OMC s~~ Section 3.20.300.

13.04.380 Water meter rates--~~Inside city~~ City limits

A. Schedule I: Monthly Charges. The schedule ~~as set forth in OMC Title 4, Fees and Fines, of this code~~ is the monthly charge based upon meter size for all ~~consumer~~ customers. ~~Customers with Monthly charges for meter sizes not listed in the schedule shall~~ will be charged at the rate applicable to ~~correspond to~~ the next larger meter size listed.

B. Rates for Wholesale ~~Consumer~~ Customers. The ~~City Council~~ council may at its discretion pass a special ordinance fixing rates for such wholesale ~~consumer~~ customers as may be authorized by the ~~council~~ Council for industrial, manufacturing, commercial, or other such ~~consumer~~ customers, using in excess of one million cubic feet of water per month.

C. State Buildings with Sprinkler Systems or Fire Service Connections. All buildings owned by the state with an automatic sprinkler system or special fire service connected with the City water ~~distribution~~ system shall pay the ready to serve charge based on pipe size as substituted for equal meter size in the rate schedule. No water ~~shall~~ may be used through such connections or sprinkler systems except for actual fire control. If the ~~consumer~~ customer is found using water through unmetered special fire or sprinkling service connection for other than fire protection, then each such connection of three inches or over ~~shall~~ must be equipped with a detector check type of meter, and those connections under three inches ~~shall~~ must be equipped with a conventional type of meter.

~~D. Residential, Unmetered Services. Residential unmetered services shall be charged as set forth in Title 4, Fees and Fines, of this code.~~

13.04.390 Water meter rates--~~Outside city~~ City limits

A. Charges for the use of water outside the ~~corporate limits of the City limits~~ shall be as provided in subsections A, ~~and~~ C and D of ~~OMC Section 13.04.380, as amended~~, plus fifty percent; provided, that the fifty

percent surcharge herein ~~shall does~~ not apply to charges for water service to such properties within Olympia's ~~Urban-urban Growth-growth Management Area-area~~ which cannot be annexed due to non-adjacency to the ~~cityCity~~ limits or due to ~~cityCity~~ policies, and for which a power of attorney or agreement to annex in the future is executed.

B. ~~OMC Section 13.04.380 subsection B applies to water services provided to wholesale customers; Subsections B and D of Section 13.04.380 shall prevail for water services outside the City limits.~~

13.04.400 Charges for hydrants and fire protection outside cityCity limits

~~All business, industrial, commercial or manufacturing consumers of city water located outside the city limits shall pay for protection afforded by fire hydrants as follows:~~

~~A.— All such users who have a fire hydrant located upon property owned or leased by the user shall pay a fee as set forth in Title 4, Fees and Fines, of this code.~~

~~B.— All such users with an automatic sprinkler system or special fire service connection with the City water distribution system shall pay the monthly 'ready to serve' charge based on pipe size as substituted for equal meter size provided in the rate schedule set forth in Title 4, Fees and Fines, of this code. All such sprinkler systems or special fire services with a connection of three inches or over shall be equipped with a detector check type of meter, and those connections under three inches shall be equipped with a conventional type meter, and all water used through said systems shall be paid for at the same rates provided for in Title 4, Fees and Fines, of this code in addition to the minimum rate provided for in this chapter.~~

~~C.— With reference to all fire hydrants located on public rights-of-way and serving areas outside the corporate limits of the City, the agency responsible for furnishing fire protection to the area shall pay to the City the sum as set forth in Title 4, Fees and Fines, of this code. Failure to pay the sums to the City shall be cause for the removal of all such hydrants.~~

~~D.— The City shall not furnish water for fire protection to any premises located in an area outside of the City that is not served by the City water for domestic water supply.~~

13.04.410 Water for construction purposes

A. Any owner, agent, or contractor intending to use water in the course of the construction of any residential or commercial building or of any street, utility, etc., shall apply to Utility Billing for such water use. on forms provided for that purpose. All such water use will be metered.

~~Water for construction purposes shall be furnished only upon application and will via hydrant meters will be charged for at the rate as set forth in Chapter-OMC chapter 4.24 of this code for consumption, the same to be billed at the time of return of the meter; and all delinquent and unpaid charges therefor shall become a lien~~

upon the premises supplied and ~~shall~~may be collected in the same manner as other delinquent and unpaid charges.

Water for construction purposes, including sprinkler system testing, to be provided via the premises water service meter will only be furnished upon application and payment of the water general facility charge and will be charged the rates set forth for regular water service in OMC chapter 4.24.

13.04.420 Cash deposit for water service

~~Meter consumers~~Customers may be required to make a cash deposit with Utility Billing, based upon the estimate of the monthly consumption through the meter as set forth in OMC Title 4, Fees and Fines, ~~of this code~~. The deposit ~~shall~~will be held by Utility Billing until the severance of the contract, and ~~shall~~will be repaid to the customer after all claims against the premises have been fully paid.

Deposits for bimonthly customers, when required, ~~shall beare~~ based upon the estimate of the bimonthly consumption.

13.04.430 Payment of water bills--Delinquency Notification--Service discontinued for nonpayment--Past due fees

Monthly and bimonthly statements of charges for water service ~~shall beare~~ due and payable at the City Clerk's Office, or at such place or places designated by ~~him/her~~the City Clerk, on the date established by the Director of Administrative Services as authorized in OMC sSection 4.24.050 ~~of this code~~. The statements ~~shall cover~~ service charges for the period shown thereon and ~~shall must~~ be issued ~~and forwarded by mail~~ to the customer as soon as practical after the service period.

Delinquency and nonpayment of one or more water service charges ~~shall beis~~ sufficient cause for discontinuance of service by turning off the water service to the premises notwithstanding the existence of any deposits made as provided in OMC sSection 13.04.420. Water service ~~shall will~~ not be turned on again until all charges, together with penalties set forth in OMC Title 4, Fees and Fines, ~~of this code~~ for shutting off and turning on the water and for delinquency notification are paid, or a satisfactory arrangement and agreement for payment of delinquent charges and penalties has been made with Utility Billing.

13.04.440 Failure to Comply--Violations--Penalties

A. Discontinuance of Water Service. Service to any ~~property, landowner, or water user~~customer receiving its water ~~supply~~ from the ~~city~~City water ~~supply~~ system is contingent upon compliance with all legal requirements pertaining to such water service. Service may be discontinued to any ~~premises, water user, or property owner~~customer for failure to comply with such requirements and discontinued service will not be re-established until the Director of Public Works or ~~his/her~~the Director's designee ~~is satisfied~~has determined that the customer is in compliance with all applicable legal requirements~~there has been compliance~~.

B. Any person, firm, or corporation who knowingly violates or fails to comply with any term or provision of this chapter ~~shall be deemed to have committed~~ commits a misdemeanor, and if found guilty, ~~shall be~~ is subject to a fine not to exceed One Thousand Dollars (\$1,000), and/or to imprisonment not to exceed ninety (90) days or to both such fine and imprisonment. Each day ~~shall be~~ is a separate offense. In the event of a continuing violation or failure to comply, the second and subsequent days ~~shall constitute~~ constitutes a gross misdemeanor punishable by a fine not to exceed Five Thousand Dollars (\$5,000) and/or imprisonment not to exceed three hundred and sixty-five (365) days or both such time and imprisonment. Continuing violation ~~shall mean~~ means the same type of violation which is committed within a year of the initial violation.

C. As an additional concurrent penalty, it ~~shall be~~ is a civil infraction for a person, firm, or corporation to violate or fail to comply with any term or provision of this chapter. Each day ~~shall be~~ is a separate infraction. A person, firm, or corporation found to have committed a civil infraction ~~shall will~~ will be assessed a monetary penalty as follows:

1. First offense: Class 3 (\$50), not including statutory assessments.
2. Second offense arising out of the same facts as the first offense: Class 2 (\$125), not including statutory assessments.
3. Third offense arising out of the same facts as the first offense: Class 1 (\$250), not including statutory assessments.

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

D. In the event a ~~water user or property owner~~ customer refuses to allow authorized City personnel to enter onto private property to accomplish the purposes stated in this chapter, the Director of Public Works or ~~his/her~~ the Director's designee ~~may be empowered to seek~~ is empowered to seek assistance from any court of competent jurisdiction to obtain a court order permitting entry. If such court order is required to obtain access, the ~~water user or property owner~~ customer who refused to allow the City entry is responsible for all costs of the City that are reasonably attributable to obtaining a court order.

13.04.460 Allocation of funds

A. Any funds received by the director of administrative services in payment of water, sewer, garbage, and/or stormwater charges ~~shall~~ must be applied against said charges, if applicable, in the following priority:

1. Stormwater
2. Garbage;
3. Sewer;

4. Water.

B. No amount received shall will be applied against any charge unless all higher priority charges are paid in full.

Section 3. Amendment of Section 8.00.000 OMC. Section 8.00.000 of the Olympia Municipal Code is hereby amended to read as follows:

8.00.000 Title Contents

Title 8
HEALTH AND SAFETY

Chapters:

- 8.04 Foodstuffs**
- 8.08 Restaurants**
- 8.12 Sanitation**
- 8.16 Rat Control**
- 8.20 Drainage**
- 8.24 Chronic Behavioral Nuisances on Land and Buildings**
- 8.26 Single-Use Bags**
- ~~**8.28 Wells**~~
- 8.32 Noise**
- 8.36 Fishing**
- 8.40 Junk Vehicles**

Section 4. Repeal of OMC Chapter 8.28. Chapter 8.28 of the Olympia Municipal Code is hereby repealed:

Chapter 8.28
WELLS

~~8.28.000 Chapter Contents~~

~~Sections:~~

- ~~8.28.010 Registration of wells.~~
- ~~8.28.020 Discretionary analysis of water.~~
- ~~8.28.030 Penalty for violation.~~

8.28.010 Registration of wells

~~On or before September 1, 1927, and annually thereafter, the owner or owners of any private wells and springs that are being used by the citizens of Olympia for domestic water purposes, shall register such wells or springs, giving the location of the same and the lot or block upon which the same are situated, or in the event that the wells or springs are situated upon unplatted property, then in that event the owner or owners shall give sufficient description of the property upon which the wells or springs are located so as to definitely and accurately identify the same; or provided, that the owner or owners of the private wells or springs that are being used for domestic purposes are not residents of the city, but have some local agent who has control and~~

supervision of the property upon which the wells and springs are located, then in that event, the agent shall register the wells or springs with the superintendent of the city water department as provided above.

8.28.020 Discretionary analysis of water

Whenever the department of health of the city deems that it is necessary to analyze the water that is being used from the wells and springs for domestic purposes, then either the city health physician or the city engineer shall take samples of the water and have the same officially analyzed by the State Board of Health.

8.28.030 Penalty for violation

Any owner or owners, or their agents, who fail to register any wells or springs located upon their property and under their supervision and control before September 1, 1927, and annually thereafter, shall be guilty of a misdemeanor and subject to a penalty of not more than fifty dollars for each violation thereof.

Section 5. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

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

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

Section 8. Effective Date. This Ordinance shall take effect thirty (30) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of an Ordinance Amending Olympia Municipal Code Related to the Percival Landing Moorage Facility

Agenda Date: 4/23/2019
Agenda Item Number: 4.H
File Number: 19-0352

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

Title

Approval of an Ordinance Amending Olympia Municipal Code Related to the Percival Landing Moorage Facility

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the ordinance amendment for the Percival Landing Moorage Facility on first reading and forward to second.

Report

Issue:

Whether to approve the amended ordinance which will strengthen the City's ability to manage public moorage while bringing the ordinance language in line with current RCWs.

Staff Contact:

Scott River, Director of Recreation and Facilities, Parks, Arts and Recreation, 360.753.8506.

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

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

Over the past decade, the State of Washington has updated RCWs that allow municipalities to manage and operate public mooring facilities. Over the past year, the City has been challenged with a variety of nuisance behaviors with vessel operators including unpaid moorage, improper vessel documentation, and vessels in poor repair (including not running at all).

In addition, and far less frequently, abandoned or derelict vessels are an ongoing risk to the operations of a public moorage facility. These types of vessels have the potential to cost the city from

thousands to more than \$100,000 to properly impound and, in worst case scenarios, dispose of. In addition to the potential for financial costs to the City, derelict vessels also create an exposure to environmental risk through leaking of fuels, solvents and oils. Finally, a sunken vessel (in addition to the obvious additional environmental hazard) can create a navigation risk to boaters visiting Percival Landing, the Olympia Yacht Club, or other adjacent private and public moorage facilities.

The updates in this ordinance allow the City to follow RCWs in the management of vessels and vessel operators at the City-managed Percival Landing Moorage Facility. This ordinance does not address vessels moored in Budd Inlet beyond the shore, or moorage at private facilities.

Neighborhood/Community Interests (if known):

The Olympia Yacht Club is a neighbor and shared user of navigable waters at the end of Budd Inlet. The Port of Olympia shares concerns about derelict or abandoned vessels. The Port also manages the Harbor Patrol in the waters leading into Percival Landing.

Options:

1. Approve the amended ordinance as submitted
2. Propose modifications, or request staff to research additional options for this specific amendment. This option would delay the City's ability to manage public moorage using current authority under the relevant RCWs.
3. Do not approve the amended ordinance. This option would deny the City the ability to manage public moorage using current authority under the relevant RCWs.

Financial Impact:

No impact on the operating budget.

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATED TO PERCIVAL LANDING MOORAGE, AND AMENDING CHAPTER 12.68 OF THE OLYMPIA MUNICIPAL CODE.

WHEREAS, the City of Olympia operates the Percival Landing Moorage Facility for the benefit of the citizens of Olympia and for visitors; and

WHEREAS, Chapter 12.68 of the Olympia Municipal Code (OMC) governs the operation and use of the Percival Landing Moorage Facility, including the charging of fees for vessels moored at Percival Landing; and

WHEREAS, RCW 53.08.320 grants to the City, as a moorage facility operator, the authority to "adopt all rules necessary for rental and use of moorage facilities and for the expeditious collection of [moorage] charges" and the authority to adopt rules to enforce such rules; and

WHEREAS, it is necessary for the City to update OMC Chapter 12.68 to establish rules necessary for the rental and use of Percival Landing that are consistent with RCW 53.08.320 and to allow the City to enforce such rules under the authority of RCW 53.08.320;

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

Section 1. Amendment of OMC 12.68. Olympia Municipal Code Chapter 12.68 is hereby amended to read as follows:

Chapter 12.68
PERCIVAL LANDING MOORAGE FACILITY

12.68.000 Chapter Contents

Sections:

- 12.68.010 Definitions.
- 12.68.020 ~~Boat-Vessel~~ moorage designated as Percival Landing.
- 12.68.030 ~~Rates-Fees~~ established for overnight moorage.
- 12.68.040 Moorage regulations.
- 12.68.050 Repairs or unattended equipment prohibited.
- 12.68.060 Commercial ~~boats-fishing vessels~~ prohibited.
- 12.68.070 Power of ~~city manager~~ director to develop and implement rules and regulations.
- 12.68.080 Violations -- Misdemeanor -- Gross Misdemeanor -- Civil Infraction.
- 12.68.090 Securing vessels for non-payment of moorage fees – Moving and storing nuisance or dangerous vessels.
- 12.68.100 Sale of abandoned vessels.

12.68.010 Definitions

For purposes of this chapter:

A. ~~"Boat" means any scow, skiff, canoe, rowboat, sailboat, motorboat, or any other watercraft which may be used in connection with this facility.~~ "Director" means the director of the Olympia Parks, Arts and Recreation Department, or the Director's designee.

B. "Moored" means vessels being tied to the floats which are a part of the facility or vessels rafted to other vessels previously tied to the floats.

C. "Vessel" means every species of watercraft or other artificial contrivance capable of being used as a means of transportation on water and which does not exceed two hundred (200) feet in length.

D. "Vessel owner" means any natural person, firm, partnership, corporation, association, or organization, or agent thereof, with actual or apparent authority, owning or possessing a vessel.

12.68.020 ~~Boat~~ Vessel moorage designated as Percival Landing

The city ~~boat-vessel~~ moorage facility located at the southerly tip of Budd Inlet within the city is designated as Percival Landing.

12.68.030 ~~Rates~~ Fees established for overnight moorage

~~There is established the rates as set forth in Fees established by the director under Title 4 of this code to be assessed against boats vessels moored overnight at the Percival Landing facility as described above. The schedule of fees shall be prominently posted at Percival Landing so as to reasonably inform the public.~~

For purposes of this chapter, each day constitutes a period of twenty-four (24) hours commencing at the time the vessel is registered and payment made or from the time the vessel is tied up, whichever occurs sooner.

This section ~~shall does~~ not apply to vessel moorage covered by a separate moorage agreement ~~providing for free public tours of a moored vessel which that~~ is in full force and effect between the City and vessel's owner.

12.68.040 Moorage regulations

No persons ~~shall may~~ moor a ~~boat-vessel~~ overnight at the Percival Landing facility unless that person immediately registers and pays the fee established in ~~Section 12.68.030~~ by the director. ~~Notwithstanding the payment of fee, n~~ No person ~~shall may~~ moor a ~~boat-vessel~~ at the facility for more than seven (7) days within a thirty (30) day period. Mooring during daytime hours ~~shall be~~ allowed without registration or payment of fee, but only in accord with any rules or regulations ~~set by the city manager~~ established by the director.

Notwithstanding the provisions of this section, vessels ~~which that~~ are actively involved in any water oriented festival event may be moored at the facility during such event without registration or the payment of fees

established by ~~Section 12.68.030~~ the director. For purposes of this section, "water oriented festival event" includes any festival, celebration, fair, or similar event ~~which that is~~ approved by the director, ~~locally-sponsored~~ by a local nonprofit organization, and has a ~~bona fide~~ maritime theme.

This section shall not apply to ~~boat vessel~~ moorage covered by a separate agreement providing for free public tours of a moored vessel ~~which that is~~ in full force and effect between the City and vessel's owner.

12.68.050 Repairs or unattended equipment prohibited

No person ~~shall may~~ conduct major repair work or outfitting, painting, sandblasting, or welding on ~~boats vessels~~ at the Percival Landing facility.

No unattended equipment, gear, fuel, or other items ~~shall may~~ be left on the Percival Landing dock or floats.

12.68.060 Commercial ~~boats~~ fishing vessels prohibited

No commercial fishing ~~boat vessel~~, whether licensed as such or not, may be ~~registered or tied to~~ moored at the Percival Landing facility for any purpose without written permission of the director.

12.68.070 Power of ~~city manager~~ director to develop and implement rules and regulations

The ~~city manager is empowered to~~ director may develop and implement rules and regulations regarding the operation and the maintenance of the ~~facilities~~ Percival Landing, ~~in accord with this chapter and other ordinances of the city and with any applicable state and federal laws.~~ The regulations may include rules regarding the registration of boats, the payment of fees therefor, ingress and egress of boats and persons ~~from the facility and any other aspects of operation or maintenance of the facilities.~~ Such rules and regulations shall be prominently posted on the moorage facility so as to reasonably inform the public.

12.68.080 Violations -- Misdemeanor -- Gross Misdemeanor -- Civil Infraction

A. Any person, firm, or corporation who knowingly violates ~~or fails to comply with~~ any term or provision of this chapter ~~shall be deemed to have committed~~ commits a misdemeanor, and if found guilty, ~~shall be~~ is subject to a fine not to exceed One Thousand and no/100 Dollars (\$1,000), and/or to imprisonment not to exceed ninety (90) days or to both such fine and imprisonment. Each day shall be a separate offense. In the event of a continuing violation or failure to comply, the second and subsequent days ~~shall constitute~~ are a gross misdemeanor punishable by a fine not to exceed Five Thousand and no/100 Dollars (\$5,000) and/or imprisonment not to exceed three hundred and sixty-five (365) days or both such time and imprisonment. Continuing violation ~~shall means~~ the same type of violation which is committed within a one (1) year of the initial violation.

B. As an additional concurrent penalty, it shall be a civil infraction for a person, firm, or corporation to violate ~~or fail to comply with~~ any term or provision or regulation promulgated by the ~~City Manager~~ director and

~~conspicuously posted of this chapter.~~ Each day shall be a separate infraction. A person, firm, or corporation found to have committed a civil infraction shall be assessed a monetary penalty as follows:

1. First offense: Class 3 Fifty and no/100 Dollars (\$50), not including statutory assessments.
2. Second offense arising out of the same facts as the first offense: Class 2 One Hundred Twenty-Five and no/100 Dollars (\$125), not including statutory assessments.
3. Third offense arising out of the same facts as the first offense: Class 1 Two Hundred Fifty and no/100 Dollars (\$250), not including statutory assessments.

See also OMC Chapter 4.44, Uniform Code Enforcement.

12.68.090 Securing vessels for non-payment of moorage fees -- Moving and storing nuisance or dangerous vessels

A. Securing vessels for non-payment of fees: If a vessel owner fails to timely pay the moorage fees established by the director for a vessel moored at Percival Landing, the director is authorized to take reasonable measures to secure the vessel, including by chains, ropes, or locks, or by removing the vessel from the water to a storage area. At the time of securing the vessel, the director shall attach a notice to the vessel. The notice shall be of reasonable size and shall contain the following information:

1. The date and time the notice was attached to the vessel;
2. A statement that if the moorage fees owing and any storage fees incurred in securing the vessel are not paid in full within ninety (90) days from the date the notice was attached, the vessel may be sold at public auction to satisfy the moorage fee and storage fee delinquency.
3. The address and telephone number where additional information can be obtained concerning release of the vessel.

After the vessel is secured, the director shall make a reasonable effort to notify the vessel owner by registered mail, providing that information contained on the notice attached to the vessel. The vessel owner is responsible for payment of any and all fees or costs associated with the moving and storage of a vessel secured under this subsection.

B. Moving to shore and storing of nuisance or dangerous vessel: The director may move a vessel moored at Percival Landing if the vessel is, in the opinion of City personnel, a nuisance or if the vessel is in danger of sinking or causing damage to Percival Landing, to other vessels, or to the environment. A vessel moored in violation of this chapter or of rules adopted by the director under this chapter may be considered a nuisance. A vessel moved to shore under this subsection must be stored on property under the control of the City or at a private facility acting on behalf of the City. After the vessel is moved and stored, the director shall make a

reasonable effort to notify the vessel owner by registered mail of such movement and storage. Such notice shall provide the date the vessel was moved and stored, the reason for such movement and storage, and the address and telephone number where additional information can be obtained concerning release of the vessel. The vessel owner is responsible for any and all fees or costs associated with the moving and storage of a vessel under this subsection. The City may elect to strip, use, auction, sell, salvage, scrap, or dispose of an abandoned or derelict vessel found on or above aquatic lands within the jurisdiction of the City pursuant to RCW chapter 79.100, rather than moving to shore and storing a vessel under this subsection.

C. Redemption of secured or moved and stored vessel: If a vessel is secured under subsection A of this section, or moved and stored under subsection B of this section, the owner may regain possession of the vessel by:

1. Making arrangements satisfactory to the director for the immediate removal of the vessel from Percival Landing or the area where the vessel is stored; and
2. Paying all moorage fees and storage fees and other costs owing, or by posting with the City a sufficient cash bond. Such a bond may be posted pending resolution of a civil action regarding the fees and costs owing, or under an agreement between the owner and the director for payment of fees and costs owing. When a bond is posted pending a civil action, the bond will be held in trust by the director pending resolution of such action. After final resolution of such civil action, the trust shall terminate and the City shall receive so much of the bond as is necessary to satisfy the judgment, including interests and costs awarded to the City in such, action and the balance shall be refunded immediately to the owner at the owner's last known address. When a bond is posted under an agreement between the owner and the director, the trust shall terminate and the bond shall be redeemed under the terms of such agreement.

D. Secured or moved and stored vessels not redeemed by owner: If a vessel secured under subsection A of this section is not redeemed by its owner under subsection C of this section within ninety (90) days of the director notifying or attempting to notify the owner by registered mail under subsection A, the vessel shall be deemed abandoned. The director may deem abandoned a vessel moved and stored under subsection B of this section if the vessel has not been redeemed by its owner under subsection C of this section within ninety (90) days of the director notifying or attempting to notify the owner by registered mail under subsection B and the director has received no indications the owner intends to redeem it.

E. Lawsuit to challenge securing or moving and storage of vessel: Any person seeking to redeem a vessel secured under subsection A of this section, or moved and stored pursuant to subsection B of this section, may commence a lawsuit in Thurston County Superior Court to contest the validity of such securing or moving and storing or the amount of fees or costs owing. Such lawsuit must be commenced within (10) ten days of the date of the director notifying or attempting to notify the owner by registered mail under subsection A that the vessel had been secured, or within ten (10) days of the date of the director notifying or attempting to notify the owner by registered mail under subsection B that the vessel had been moved and stored. If such lawsuit is

not so commenced, the right to a hearing shall be deemed waived and the owner shall be liable for any fees or costs owing. In the event of litigation, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

12.68.100 – Sale of Abandoned Vessels

A. If a vessel secured under Section 12.68.090 A or moved and stored under 12.68.090 B is deemed abandoned, the Council may by resolution authorize the director to sell the vessel at public sale to the highest and best bidder for cash. The director shall prepare and submit to the Council for its consideration a resolution authorizing the director to conduct such a public sale.

B. More than ten (10) but not more than twenty (20) days prior to the public sale of the vessel, the director shall cause to be published notice of the sale at least once in a newspaper of general circulation in the City. Such published notice shall include the name of the vessel, if any, the last known owner of the vessel and the owner's last known address, and a reasonable description of the vessel. At least twenty (20) days prior to the public sale, the director shall provide notice of the public sale of the vessel to the owner of such vessel. Such notice shall be provided by registered mail to the owner's last known address, if the name and address of the owner is known. The notice shall include the time and place of the sale, a reasonable description of the vessel to be sold, and the amount of fees and other costs owing with respect to the vessel.

C. In conducting the public sale, the director may establish a minimum bid or may require a letter of credit, or both. The director may bid all or part of the fees and costs owing with respect to the vessel at the sale and may become the purchaser at the sale.

D. The proceeds of a public sale of an abandoned vessel under this section shall first be applied to the payment of fees and costs owing with respect to the vessel. The balance, if any, shall be paid to the owner. If the owner cannot in the exercise of due diligence be located by the director within one (1) year of the date of the sale, the excess funds from the sale shall revert to the derelict vessel removal account established in RCW 79.100.100. If the sale is for a sum less than the fees and costs owing with respect to the vessel, the City is entitled to assert a claim for a deficiency.

E. In the event no one purchases the vessel at the public sale, or a vessel is not removed from the premises or other arrangements are not made within ten (10) days of sale, title to the vessel will revert to the City and the director may dispose of the vessel as deemed appropriate, or put the vessel to City use.

Section 2. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 5. Effective Date. This Ordinance shall take effect thirty (30) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Integrated Emergency Management Course (IEMC) Report

Agenda Date: 4/23/2019
Agenda Item Number: 6.A
File Number: 19-0332

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

Title

Integrated Emergency Management Course (IEMC) Report

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Receive a report on the recent Integrated Emergency Management Course (IEMC) attended by City staff. Briefing only; no action requested.

Report

Issue:

Whether to receive a briefing on the weeklong emergency management training attended by the City of Olympia Emergency Management, staff from multiple departments, as well as Councilmember Renata Rollins and Assistant City Manager Jay Burney.

Staff Contact:

Patrick Knouff, Emergency Management Coordinator, 360.709.2068

Presenter(s):

Patrick Knouff, Emergency Management Coordinator, 360.709.2068

Background and Analysis:

The FEMA-sponsored Integrated Emergency Management Course (IEMC) training is only available to a community about every 10 years. Thurston County, together with the other local jurisdictions including Olympia, have had the opportunity to attend these training programs together on the east coast (Maryland and Virginia). These FEMA trainings have all been valuable. This latest IEMC in February was held in Ocean Shores, (FEMA has changed to a local delivery rather than bringing jurisdictions to the east coast), conveniently located far enough away from the county to help the participants focus on Emergency Management and avoid trying to do double duty with their other day to day responsibilities.

Olympia members participated with about 80 others from around Thurston County to work through

the process of recovering from a large disaster, such as a Cascadia Subduction Zone earthquake. Participants received instruction on the principles of “recovery” from FEMA experts and practiced using a Recovery Framework developed specifically for Thurston County jurisdictions. This IEMC report will overview the recovery process that was tested, detail which City of Olympia members participated in the training, describe the results and engage the council in future work being done by the local jurisdiction’s emergency managers to continue the development of a robust Recovery Framework.

At the end of the formal presentation Councilmember Rollins, Assistant City Manager Burney and other participants may also share their observations.

Attachments:

None



City Council

Approval of 2019 Neighborhood Matching Grant Allocation

Agenda Date: 4/23/2019
Agenda Item Number: 6.B
File Number: 19-0375

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

Title

Approval of 2019 Neighborhood Matching Grant Allocation

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve nine Neighborhood Matching Grant (NMG) proposals listed in the attached Review Team Recommendations.

Report

Issue:

Whether to approve funding for nine (9) Neighborhood Matching Grants.

Staff Contact:

Marygrace Goddu, Historic Preservation Officer, Community Planning & Development, 360.753.8031

Presenter(s):

Nathaniel Jones, Council member and NMG Review Team Chair
Marygrace Goddu, Historic Preservation Officer

Background and Analysis:

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

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

2019 Application and Review Process

The City Council approved a budget of up to \$23,000 to fund the Neighborhood Matching Grant program in 2019. Grant awards can range from \$500 to \$5,000, can cover up to 50 percent of project costs, and must be matched by the RNA with direct financial contribution and/or in-kind labor and materials.

A total of ten (10) applications were received for 2019. They were reviewed by an interdisciplinary team of city staff and Councilmember Nathaniel Jones. Applications were evaluated against program goals:

- Result in a direct and lasting environmental benefit to the neighborhood and/or wider community;
- Enhance and beautify the neighborhood and/or wider community;
- Foster community engagement and enrichment opportunities through the use of neighborhood sweat equity;
- Ready to begin after funding has been approved;
- Likely to be completed by December 31, 2019;
- Easily accomplished with volunteers; and
- Does not require extensive City staff involvement to be completed.

The attached table provides a summary the applications received and recommended for funding. A copy of each proposal is available in the City Council office. One application is not recommended for funding due to a potential conflict with future park improvement plans in Lyons Park.

Neighborhood/Community Interests (if known):

RNAs continue to show a strong interest in this program. The city has funded an average of eight successful applications per year in the last seven years. The 2019 submissions showed a growing level of sophistication and comfort with both the goals of the program and the grant application process. The 2019 projects include community festivals, neighborhood signage, strategies to improve communications, training in public engagement and in emergency preparedness, and landscape improvements. These projects bring residents together, increase community pride and sense of place, strengthen the vitality of our neighborhoods and benefit the wider Olympia community.

Options:

Note: All options would be contingent on negotiation of agreements with recognized neighborhood associations to complete each project in 2019.

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

Financial Impact:

The 2019 budget provides up to \$23,000 to fund the Neighborhood Matching Grant program. The total recommended grant level for 2019 is \$22,694. The final funding level is contingent on negotiation of agreements with recognized neighborhood associations to complete each project in 2019.

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

This funding will leverage \$97,000 in projects and improvements all across the City and engage over 1,200 volunteer hours of neighbors working together to make Olympia a better place to live.

The estimated staff time to support each matching grant ranges from 20 to 40 hours, totaling 180-360 staff hours for the nine (9) recommended projects. Funding for this staff time is included in the City budget.

Attachments:

Review Team Recommendation

**2019 Neighborhood Matching Grant Program
Review Team Recommendation**

RECOMMENDED FOR FUNDING:

Neighborhood Association	Proposed Project	Cash Contribution	Volunteer Hours	RNA Match	Total Project Value	Request to City
Cooper Crest	Convert common area landscape from turf to drought tolerant	\$ 1,000	40	\$ 2,866	\$ 4,866	\$ 2,000
Wildwood	Replace two failing neighborhood entrance signs	\$ 1,556	59	\$ 3,133	\$ 4,633	\$ 1,500
South West Olympia NA	Replace NA meeting notice sandwich boards, re-print walking maps, make minor improvements to pocket parks, and purchase liability insurance for annual picnic.	\$ 300	175	\$ 4,976	\$ 6,440	\$ 1,464
Council of Neighborhood Associations	Training workshops in effective public participation	\$ -	264	\$ 7,054	\$ 9,054	\$ 2,000
South Capitol NA	Emergency Preparedness: awareness, training, coordination	\$ 100	235	\$ 6,380	\$ 11,280	\$ 4,900
Indian Creet NA	Annual neighborhood mailing	\$ -	52	\$ 1,389	\$ 2,019	\$ 630
North East NA	Install neighborhood welcome sign with drought tolerant plantings, and purchase re-usable neighborhood events banner	\$ 100	65	\$ 1,700	\$ 2,900	\$ 1,200
Lakemoor NA	Install new landscape in city-owned entry island at Ken Lake Drive to conserve water and improve conditions for mature fir trees	\$ 34,438	0	\$ 38,039	\$ 43,039	\$ 5,000
Olympia North East NA	Support for 9th annual Love Our Local Festival, including event infrastructure (stage, shade cover, banners, and composting toilets)	\$ 100	340	\$ 9,185	\$ 13,185	\$ 4,000
Subtotals:		\$ 37,594	1230	\$ 74,722	\$ 97,416	\$ 22,694
Remaining balance						\$ 306
Total:						\$ 23,000

NOT RECOMMENDED FOR FUNDING:

Eastside-NA	Mural at Lyons Park tennis backboard	na	na	\$ 5,050	\$ 9,050	\$ 4,000
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City Council

Approval of the Home Fund 2019 Award Process

Agenda Date: 4/23/2019
Agenda Item Number: 6.C
File Number: 19-0377

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

Title

Approval of the Home Fund 2019 Award Process

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve the 2019 Home Fund award process recommended by the Home Fund Advisory Board.

Report

Issue:

Whether to authorize staff to proceed with the Home Fund Advisory Board recommended funding process for 2019.

Staff Contact:

Cary Retlin, Home Fund Manager, Community Planning & Development, 360.570.3956

Presenter(s):

Cary Retlin, Home Fund Manager

Background and Analysis:

The Home Fund Advisory Board met for the first time on March 25. The Home Fund Advisory Board recommends posting a request for proposals in April, reviewing applications in May and bringing award recommendations to Council in June.

The Board recommended that staff request proposals from projects serving the lowest income levels that are the most ready to proceed. They recommend using projects currently in the Thurston County 2019 capital funding pipeline as qualification criteria. An award to one of those projects also ensures the maximum financial leverage for projects currently on track to compete for state Housing Trust Fund dollars this summer and federal Tax Credits in the fall.

There are three projects that would qualify to submit requests for Home Fund dollars through this

proposal. Two will serve homeless households with supportive housing needs. Those two have also already submitted preliminary applications to the Housing Trust Fund.

Unfortunately it is rare that the state's Housing Trust Fund and federal tax credits award multiple projects in one county in one year. One option the Board might explore in this process is recommending that Council obligate some 2020 Home Fund dollars in the 2019 funding round. That would allow more than one project to bring as many local funds as possible to state competitions this year. Staff will know more about what each project hopes to receive from the Home Fund after requests are received.

Neighborhood/Community Interests (if known):

Affordable housing development, especially for people with supportive housing needs, is of high interest to nearby neighborhoods and businesses.

Most Home Fund Advisory Board members are residents of Olympia and all are residents of Thurston County.

Options:

1. Approve the Home Fund Advisory Board's 2019 Home Fund Award Process
2. Modify the process
3. Do not approve the process

Financial Impact:

Current forecasts estimate there will be \$1.3 million in revenue available for a Home Fund award this fiscal year. Staff is holding \$200,000 in reserve in the event that current sales tax revenues shift dramatically this fiscal year.

Attachments:

Home Fund Advisory Board 2019 membership roster



Home Fund Advisory



The Home Fund Advisory Committee was formed in 2019 by City Council to make recommendations on the use of Olympia’s Home Fund Levy. The Home Fund Levy was passed in 2017. It will provide more than \$2 million in new revenue each year to develop and sustain supportive housing and affordable housing in our community.

Name	Interest	Affiliation	Appointment Term
Lisa Vatske <i>Chair</i>	Public housing finance	Washington State Housing Finance Commission	Two years
Trudy Soucoup <i>Vice Chair</i>	Affordable housing acquisition	Homes First	One year
Matt DeBord	Finance and banking	Timberland Regional Bank	One year
Krosbie Carter	Community Health	Thurston Thrives	Two years
Walter Simonsen	Public housing consumer	Drexel House	Two years
Zach Kosturos	Property management and real estate	Prime Locations	One year
Derek Harris	Homeless services/ Coordinated Entry	Community Youth Services	Three years
Craig Chance	Affordable housing development	Housing Authority of Thurston County	Three years
Dr. Edward Cates	Behavioral health and primary care	Pioneer Family Practice	Three years

Sam Costello	Law enforcement	Olympia Police Department	Ex Officio
Kevin Bossard	Emergency response	Olympia Fire Department	Ex Officio