



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, January 15, 2019

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

- 2.A** [19-0063](#) Special Recognition - Proclamation Recognizing Human Trafficking Awareness and Prevention Month

Attachments: [Proclamation](#)

3. PUBLIC COMMENT

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

During this portion of the meeting, 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** [19-0065](#) Approval of January 8, 2018 City Council Meeting Minutes

Attachments: [Minutes](#)

- 4.B** [19-0047](#) Approval of a Resolution Scheduling a Public Hearing on Adjusting Multi-Family Tax Exemption Area Boundaries

Attachments: [Resolution](#)
[Existing and Proposed Multi Family Tax Exemption Target Areas](#)

- 4.C [19-0048](#) Approval of a Resolution Approving a Lease Agreement with Senior Services for South Sound

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

- 4.D [19-0061](#) Approval of a Resolution Authorizing the AFSCME 2019-2021 Collective Bargaining Agreement

Attachments: [Resolution](#)
[AFSCME 2019-2021 Collective Bargaining Agreement](#)
[AFSCME Summary of Significant Changes 2019-2021](#)
[AFSCME Economic Agreements Summary 2019-2021](#)

- 4.E [19-0062](#) Approval of a Resolution Authorizing the Teamsters 2019-2021 Collective Bargaining Agreement

Attachments: [Resolution](#)
[Teamsters 2019-2021 Collective Bargaining Agreement](#)
[Teamsters Summary of Significant Changes 2019-2021](#)
[Teamsters Economic Agreements Summary 2019-2021](#)

- 4.I [19-0060](#) Approval of a Resolution Authorizing an Interfund Loan for Emergency Response to Homelessness

Attachments: [Resolution Authorizing Interfund Loan](#)

4. SECOND READINGS (Ordinances)

- 4.F [18-1115](#) Approval of an Ordinance Adopting the 2018 Engineering Design and Development Standards (EDDS) Update

Attachments: [Ordinance](#)
[EDDS Website](#)

- 4.G [19-0019](#) Approval of an Ordinance Adding a New Chapter to Title 18 Updating the City's Latecomer Agreement Requirements

Attachments: [Ordinance](#)

- 4.H [19-0026](#) Approval of an Ordinance Amending Olympia Municipal Code, Chapter 4.24, Section B, LOTT Capacity Development Charge and Making Two Changes to Chapter 4.24, Section C, Waste ReSources

Attachments: [Ordinance](#)

4. FIRST READINGS (Ordinances) - None

5. PUBLIC HEARING - None

6. OTHER BUSINESS - None**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. EXECUTIVE SESSION**

- 9.A** [19-0083](#) Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110 (1)
(c) - Real Estate Matter

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 - Proclamation Recognizing Human Trafficking Awareness and Prevention Month

Agenda Date: 1/15/2019
Agenda Item Number: 2.A
File Number: 19-0063

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

Title

Special Recognition - Proclamation Recognizing Human Trafficking Awareness and Prevention Month

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Recognize January as Human Trafficking Awareness and Prevention Month.

Report

Issue:

Whether to recognize January as Human Trafficking Awareness and Prevention Month.

Staff Contact:

Susan Grisham, Executive Assistant, 360.753.8244

Presenter(s):

Fiona Angil, Washington Trafficking Prevention

Background and Analysis:

Beginning in 2010, by Presidential Proclamation, each January has been designated National Slavery and Human Trafficking Prevention Month. By proclaiming January Human Trafficking and Prevention month it draws attention to the issues related to addressing and preventing human trafficking in Washington State.

Washington Trafficking Prevention works to create anti-human trafficking efforts through legislative advocacy, professional engagement, primary prevention and community grassroots partnerships. Their policy initiatives, programs and coalitions against Trafficking are working to create a change related to the issues of Human Trafficking in Washington State.

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

Attachments:

Proclamation

PROCLAMATION

WHEREAS, Human trafficking is a form of modern-day slavery and involves the use of force, fraud or coercion to obtain some type of labor or commercial sex act from a victim; and

WHEREAS, the International Labour Organization estimates that there are 20.9 million victims of human trafficking globally where 20% are children, and Polaris estimates there are hundreds of thousands in the U.S; and

WHEREAS, due to its isolating nature, and the misinterpretation of its definition, many individuals across the globe are unaware trafficking exists in their neighborhoods and in America; and

WHEREAS, Washington State was one of the first states to pass anti-trafficking legislation in 2003 under RCW 9A.40.100 and has been at the forefront of states in ending human trafficking; and

WHEREAS, Human Trafficking Awareness and Prevention Month was established to proclaim the equality and freedom inherent to all people, to advocate for legislation and protection for survivors, to educate leaders, and to encourage public awareness and action against various forms of human trafficking; and

WHEREAS, increased education about how to identify and prevent human trafficking, along with improved victim identification, training for first responders, medical and social services for survivors, utilization of survivor voices, and increased public awareness are all critical to ending trafficking; and

WHEREAS, every business, community organization, faith community, family and individual can choose products that are not made by forced labor; by fighting to empower our young people to not be vulnerable to sexual exploitation; by recognizing the problem of internet sex trafficking and pornography; and

WHEREAS, Fighting human trafficking is a shared responsibility and will take each of us doing our part, we urge all Washington Citizens to educate themselves about all forms, signs and consequences of human trafficking and to work together to end this most serious, ongoing human rights violation, and

NOW, THEREFORE, BE IT RESOLVED that the Olympia City Council does hereby proclaim January 2019 as

HUMAN TRAFFICKING AWARENESS AND PREVENTION MONTH

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 15th DAY OF FEBRUARY 2019.

OLYMPIA CITY COUNCIL

*Cheryl Selby
Mayor*



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

City Council

Approval of January 8, 2018 City Council Meeting Minutes

Agenda Date: 1/15/2019
Agenda Item Number: 4.A
File Number: 19-0065

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

Title

Approval of January 8, 2018 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, January 8, 2019

7:00 PM

Council Chambers

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Nathaniel Jones, Councilmember Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Lisa Parshley and Councilmember Renata Rollins

1.A ANNOUNCEMENTS

Strategic Communications Director Kellie Purce Braseth gave an overview of the updated City webpage related to homelessness.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [19-0014](#) Special Recognition - Poetry Reading from the New City of Olympia Poet Laureate Sady Sparks

Poet Laureate Sady Sparks read a poem for the new year.

The recognition was received.

3. PUBLIC COMMENT

The following people spoke: Sara Pete, Talauna Reed, Robert Bruce, Karma Reynoldson, Jon Pettit, Terry Ballard, and Lee Miller.

4. CONSENT CALENDAR

Mayor Selby pulled Item 4.C for action following the Consent Calendar.

4.A [19-0015](#) Approval of December 18, 2018 City Council Meeting Minutes

The minutes were adopted.

4.B [19-0043](#) Bills and Payroll Certification

Payroll check numbers 91840 through 91921 and Direct Deposit transmissions: Total:

\$9,227,991.42; Claim check numbers 3708639 through 3708888: Total: \$1,746,748.01.

The decision was adopted.

4. SECOND READINGS (Ordinances)

- 4.D** [18-1192](#) Approval of an Ordinance Related to Permitting Residential Uses in the Medical Services Zoning District

The ordinance was adopted on second reading.

4. FIRST READINGS (Ordinances)

- 4.E** [18-1115](#) Approval of an Ordinance Adopting the 2018 Engineering Design and Development Standards (EDDS) Update

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

- 4.F** [19-0019](#) Approval of an Ordinance Adding a New Chapter to Title 18 Updating the City's Latecomer Agreement Requirements

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

- 4.G** [19-0026](#) Approval of an Ordinance Amending Olympia Municipal Code, Chapter 4.24, Section B, LOTT Capacity Development Charge and Making Two Changes to Chapter 4.24, Section C, Waste ReSources

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

Approval of the Consent Agenda

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

Aye: 7 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Parshley and Councilmember Rollins

PULLED FROM CONSENT CALENDAR

- 4.C** [19-0038](#) Approval of a Resolution Authorizing a Fence and Easement Agreement between the City of Olympia and Veterinary Specialists, LLLP

Mayor Pro Tem Jones moved, seconded by Councilmember Cooper, to approve a resolution authorizing a fence and easement agreement between the City of Olympia and Veterinary Specialists, LLLP. The motion carried by the following vote:

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

Recused: 1 - Councilmember Parshley

5. PUBLIC HEARING - None

6. OTHER BUSINESS

6.A [19-0031](#) Approval of Olympia 2019 Legislative Agenda

Assistant City Manager Jay Burney presented the proposed 2019 City of Olympia legislative agenda. He also discussed a change in process for next year that would include discussion at a Study Session.

Councilmembers asked clarifying questions and discussed changes to the agenda.

Councilmember Bateman moved, seconded by Councilmember Parshley, to approve the Olympia 2019 legislative agenda. The motion carried by the following vote:

Aye: 7 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Parshley and Councilmember Rollins

6.B [19-0049](#) Approval of the Annual City Council Retreat Agenda

City Manager Steve Hall reviewed the proposed City Council retreat agenda.

Mayor Pro Tem Jones moved, seconded by Councilmember Cooper, to approve the annual City Council retreat agenda. The motion carried by the following vote:

Aye: 7 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Parshley and Councilmember Rollins

7. CONTINUED PUBLIC COMMENT - None

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

8.B CITY MANAGER'S REPORT AND REFERRALS

Mr. Hall discussed 2017 crime statistics in Olympia.

9. ADJOURNMENT

Mayor Selby adjourned the meeting at 8:14 p.m.



City Council

Approval of a Resolution Scheduling a Public Hearing on Adjusting Multi-Family Tax Exemption Area Boundaries

Agenda Date: 1/15/2019
Agenda Item Number: 4.B
File Number: 19-0047

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

Title

Approval of a Resolution Scheduling a Public Hearing on Adjusting Multi-Family Tax Exemption Area Boundaries

Recommended Action

Committee Recommendation:

Land Use and Environment Committee recommends the City Council set a public hearing to consider additional area be added to the Eastside Residential Target Area eligible for multi-family tax exemption as authorized in Chapter 5.86 OMC.

City Manager Recommendation:

Approve the resolution scheduling a public hearing for February 12, 2019, on the intention to adopt additional residential target areas for the Multi-family Tax Exemption Program.

Report

Issue:

Whether to schedule a public hearing to consider additional residential target areas for the City's Multi-family Tax Exemption Program.

Staff Contact:

Leonard Bauer, Deputy Director, Community Planning & Development, 360.753.8206

Presenter(s):

None - Consent Calendar item.

Background and Analysis:

State law authorizes the City of Olympia to adopt a multi-family housing tax exemption program (RCW 84.14). Olympia's Multi-Family Tax Exemption (MFTE) provisions are codified in Olympia Municipal Code Chapter 5.86.

The City Council first adopted the MFTE provisions in August 1997 (Ordinance 5713) with a 10-year property tax exemption for downtown multi-family projects. The code provisions were amended in December 1997 (Ordinance 5734) to add new residential target areas: Eastside (4th/State corridor

between Eastside and Fir Streets) and Westside (Harrison Avenue corridor between Cushing and Foote Streets)(See attached map). After the State Legislature revised the 10-year exemption into an eight-year market rate or 12-year affordable housing tax exemption, the City Council adopted the eight- and 12-year provisions on January 26, 2009, along with refinements to the residential target areas (Ordinance 6618).

The Land Use and Environment Committee discussed potential additional MFTE areas at its April and December 2018 meetings. At this time, the Committee recommends that the Eastside target area be extended eastward along Martin Way to Lilly Road (see attached map). The Committee also directed staff to prepare options regarding additional affordability requirements for future development projects to qualify for the MFTE program. The Committee will consider these options for recommendation to City Council later in 2019.

Additional Background on MFTE Program Requirements

The primary purpose for the MFTE statute is to provide added incentives to promote construction of housing in designated residential target areas. Designated areas must, as determined by the City:

1. Be within an urban center (with mixed commercial/residential uses);
2. Lack sufficient available, desirable and convenient housing opportunities, including affordable housing, to meet the needs of the public desiring to live in the urban center; and
3. Be appropriate for the encouragement of construction of new multifamily housing and the rehabilitation of new vacant or underutilized buildings for multifamily housing.

For projects approved by the City Council under this program, the increased value of new housing units is exempt from Ad Valorem tax for a defined period of time after completion of construction (eight years for market-rate housing, or 12 years for affordable housing units). The value of the underlying land, previously-existing residential units, and any non-housing improvements (for example, the commercial portion of a mixed use development) are not exempted and remain subject to Ad Valorem tax.

Housing units are defined as affordable under the MFTE program's 12-year option if their monthly rental cost, including utilities, does not exceed 30 percent of the monthly income of a low- or moderate-income household in Thurston County. Low- and moderate-income households are defined as below 80 percent and 115 percent, respectively, of Thurston County's median income, as reported by the U.S. Department of Housing and Urban Development (HUD).

New housing construction must meet the following requirements to be eligible for a tax exemption:

- The housing is located in a designated residential target area adopted by the City Council;
- 50 percent or more of the project's space is for permanent residential occupancy;
- Four or more new housing units are created;
- The project complies with the City's comprehensive plan, building and zoning codes;
- The construction/rehabilitation is completed within three years of approval of the MFTE application;
- The applicant must enter into a contract with the City approved by Council; and
- The project does not displace existing residential tenants.

The City may adopt additional eligibility requirements that are more stringent than those above related to height, density, public benefit features, number or size of proposed developments, parking, income limits for occupancy, limits on rent or sales prices, or other requirements deemed necessary

by the City. These requirements may be applied to all or a percentage of residential units within a project.

Since its adoption in 1997, Olympia has approved 10 projects for the MFTE program, with two additional projects currently in process. These 12 projects provide 680 new residential units with a total construction value of \$75,746,577. All of the projects are located in the Downtown target area, except one 4-unit project in the Eastside target area currently in process.

Neighborhood/Community Interests (if known):

The entire community is interested in production of additional residential housing in Olympia, especially affordable housing. The Olympia Comprehensive Plan calls for focusing the majority of future residential growth in designated high-density neighborhoods in close proximity to commercial services, frequent transit and other amenities. The City has adopted 'stepback and setback' zoning restrictions along urban corridors to improve transition of higher-density buildings to adjacent medium - and low-density neighborhoods, and those neighborhoods are keenly interested in development in those corridors and high-density neighborhoods.

Options:

1. Approve the resolution scheduling a February 12, 2019, public hearing to consider adding area to the Eastside Residential Target Area eligible for multi-family tax exemption as authorized in Chapter 5.86 OMC.
2. Do not approve the resolution.
3. Refer consideration of MFTE Areas back to Land Use and Environment Committee with specific direction.

Financial Impact:

Property taxes continue to be paid on the underlying property, previously-existing residential units, and the non-residential portion of new construction. The value of new residential improvements is exempt from Ad Valorem tax for eight years (market-rate units) or twelve years (affordable units) after completion of construction.

Attachments:

Resolution
Existing and Proposed MFTE Target Areas

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, FIXING FEBRUARY 12, 2019, AS THE DATE FOR PUBLIC HEARING ON THE DESIGNATION OF RESIDENTIAL TARGET AREAS FOR THE PURPOSE OF PROVIDING TAX EXEMPTIONS FOR ELIGIBLE IMPROVEMENTS ASSOCIATED WITH MULTI-FAMILY DWELLINGS.

WHEREAS, pursuant to the authority granted to it by Chapter 84.14 RCW, the City of Olympia has designated in Olympia Municipal Code (OMC) Chapter 5.86 three residential target areas for the purpose of providing tax exemptions for eligible improvements associated with multi-family dwelling areas; and

WHEREAS, the Eastside Residential Target Area is one for the three areas so designated; and

WHEREAS, under Chapter 84.14.040 RCW, the City Council may adopt a resolution of intention which sets a public hearing date for the consideration of the designation of an area as a residential target area; and

WHEREAS, the Land Use and Environment Committee considered the issue of expanded or additional residential target areas for the City's Multi-Family Tax Exemption Program on December 20, 2018, and recommended that a resolution of intention to adopt an ordinance expanding the Eastside Residential Target Area and setting a public hearing therefor be drafted for City Council consideration; and

WHEREAS, the Olympia City Council has determined that a public hearing should be held regarding the designation of additional properties in the Eastside residential target area for the purpose of providing said tax exemptions; and

WHEREAS, one of the purposes of this Resolution is to provide notice to residents and neighbors of the proposed residential target areas;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:

1. Pursuant to RCW 84.14.040, the City Council hereby initiates procedures to designate the additional areas described on the draft ordinance attached hereto as Exhibit A as part of the Eastside Residential Target Area for the purpose of providing tax exemptions for eligible improvements associated with multi-family dwellings.
2. February 12, 2019, at the hour of 7:00 p.m. or thereafter, at the City Hall Council Chambers, 601 4th Avenue, Olympia, Washington, is fixed as the time and place for the hearing on said proposed expansion of the Eastside Residential Target Area.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

EXHIBIT A

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO DESIGNATING RESIDENTIAL TARGET AREAS FOR PROVIDING TAX EXEMPTIONS FOR ELIGIBLE IMPROVEMENTS ASSOCIATED WITH MULTI-FAMILY DWELLINGS AREAS; AND AMENDING SECTION 5.86.030 OF THE OLYMPIA MUNICIPAL CODE

WHEREAS, pursuant to the authority granted to the City by Chapter 84.14 RCW, the City of Olympia has designated in Olympia Municipal Code (OMC) Chapter 5.86 three residential target areas for the purpose of providing tax exemptions for eligible improvements associated with multi-family dwellings areas; and

WHEREAS, the Eastside Residential Target Area is one of the three areas so designated; and

WHEREAS, the Land Use and Environment Committee considered the issue of expanded or additional residential target areas for the City's Multi-Family Tax Exemption Program on December 20, 2018, and recommended that a resolution of intention to adopt an ordinance expanding the Eastside Residential Target Area and setting a public hearing therefor be drafted for City Council consideration; and

WHEREAS, on January 15, 2019, the City Council considered and approved Resolution No. M-_____ setting February 12, 2019, at the City Hall Council Chambers as the time and place for a public hearing on the proposed expansion of the Eastside Residential Target Area; and

WHEREAS, the City Council conducted a public hearing on February 12, 2019, for the purpose of hearing testimony on the proposed target area expansion; and

WHEREAS, having considered said testimony, the City Council determines it to be in the best interest of the City of Olympia to amend OMC Chapter 5.86 and expand the City's Eastside Residential Target Area;

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

Section 1. Amendment of OMC 5.86.030. Olympia Municipal Code Section 5.86.030 is hereby amended to read as follows:

5.86.030 Residential target area designation and standards

A. Criteria. Following a public hearing, with notice given by resolution pursuant to RCW 84.14.040, the City Council may, in its sole discretion, designate one or more residential target areas. Each designated target area must meet the following criteria, as determined by the City Council:

1. The target area is located within an urban center;

EXHIBIT A

2. The target area lacks sufficient available, desirable, and convenient residential housing, including affordable housing, to meet the needs of the public who would likely live in the urban center if affordable, desirable, attractive, and livable places were available; and
3. The providing of additional housing opportunity, including affordable housing, in the target area will assist in achieving the following purposes:
 - a. Encourage increased residential opportunities within the target area; or
 - b. Stimulate the construction of new multi-family housing and the rehabilitation of existing vacant and under-utilized buildings for multi-family housing.

In designating a residential target area, the City Council may also consider other factors including, but not limited to: whether additional housing in the target area will attract and maintain a significant increase in the number of permanent residents; whether an increased residential population will help alleviate detrimental conditions and social liability in the target area; and whether an increased residential population in the target area will help to achieve the planning goals mandated by the Growth Management Act under RCW 36.70A.020. The City Council may, by ordinance, amend or rescind the designation of a residential target area at any time pursuant to the same procedure as set forth in this chapter for original designation.

B. Target Area Standards and Guidelines. For each designated residential target area, the City Council shall adopt basic requirements for both new construction and rehabilitation, including the application process and procedures. These requirements may include the following:

1. Requirements that address demolition of existing structures and site utilization; and
2. Building requirements that may include elements addressing parking, height, density, environmental impact, and compatibility with the existing surrounding property and such other amenities as will attract and keep permanent residents and that will properly enhance the livability of the residential targeted area in which they are to be located.

Area 1 - Downtown Residential Target Area

All of that portion of the City of Olympia, Washington described as beginning at the intersection of the East shoreline of Capitol Lake with the Westerly extension of centerline of 15th Ave extended Westerly; thence Easterly along said centerline and its extension to the centerline of Capitol Way; thence southerly along said centerline to the centerline of 16th Ave.; thence Easterly along said centerline and its extension to the Northwesterly boundary line of Interstate 5; thence Northeasterly along said line to its

EXHIBIT A

intersection with the centerline of Eastside St. thence Northerly along said centerline to the centerline of State Ave.; thence Westerly along said centerline to the centerline of East Bay Dr.; thence Northerly along said centerline of East Bay Dr. to Olympia Ave; thence Westerly along said centerline to the centerline of Indian/Moxlie Creek Culvert; thence Northerly along said creek centerline to the shoreline of Budd Inlet; thence along said shoreline and the shoreline of Capitol Lake to the point of beginning; EXCEPTING THEREFROM that area lying Westerly of Water Street and Northerly of 5th Ave and Southerly of Budd Inlet.

Area 2 - Eastside Residential Target Area

All properties located along State Ave. and 4th Ave. which are bounded by Eastside St. on the West and ~~Fin Sawyer St.~~ on the East; said area limited to a half block North of State Ave. west of Wilson St. and to south of State Ave. between Wilson and Sawyer Streets; and limited to a half block south of 4th Ave. west of Frederick St. and to north of 4th Ave. between Frederick St. and Sawyer St.; ALSO all properties located North of State Ave between East Bay drive and Eastside St. and South of Olympia Ave.; EXCEPTING THEREFROM the North half of the block which lies between Pear Street and Quince St., and Olympia Ave. and State St.; ALSO EXCEPTING THEREFROM the three lots located at the Southwest corner of Eastside St. and Olympia Ave.; ALSO all properties on the east side of Sawyer St. between 4th and State Avenues, and all properties with frontage on 4th Ave. and Martin Way east of Sawyer Ave. and west of Lilly Road; EXCEPTING THEREFROM properties between Pattison St. and Mary Elder Rd. that extend northerly more than 250 feet from the northern boundary of Martin Way.

Area 3 - Westside Residential Target Area

All properties located along Harrison Avenue which is currently bounded by: Cushing Street on the west; Foote Street on the east; extending only two lots deep both north and south of Harrison Avenue. Also included is the third lot north, located at the northeast corner of Harrison Avenue and Milroy Street; the third and fourth lot north, located at the northeast corner of Harrison Avenue and Decatur Street; the third and fourth lots south, located at the southwest corner of Harrison Avenue and Decatur Street; and the block bounded by Perry Street on the west, Garfield Street on the north, Plymouth Street on the east and Harrison Avenue on the south; EXCEPT any portion lying within Woodruff Park.

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.

EXHIBIT A

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 five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PASSED:

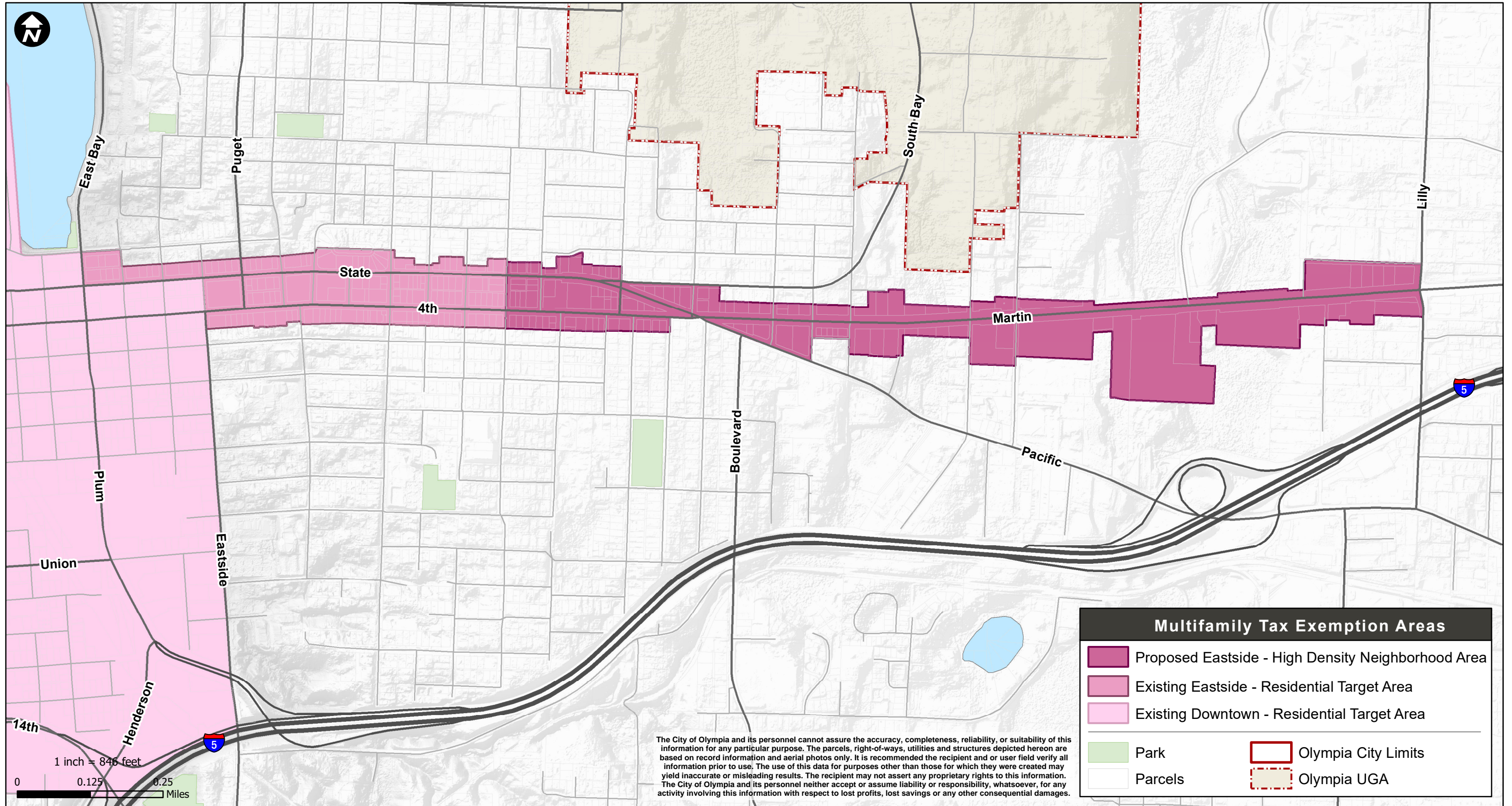
APPROVED:

PUBLISHED:

DRAFT



Proposed Multifamily Tax Exemption Areas High Density Neighborhood Area - East





City Council

Approval of a Resolution Approving a Lease Agreement with Senior Services for South Sound

Agenda Date: 1/15/2019
Agenda Item Number: 4.C
File Number: 19-0048

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

Title

Approval of a Resolution Approving a Lease Agreement with Senior Services for South Sound

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve the resolution authorizing the City Manager to sign the 2019 Olympia Center lease agreement with Senior Services for South Sound.

Report

Issue:

Whether to continue the annual lease with Senior Services for South Sound for local and regional space at The Olympia Center.

Staff Contact:

Scott River, Associate Director, Parks, Arts & Recreation, 360.753.5806

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Senior Services for South Sound has leased space at the Olympia Center since the building opened in 1987. This lease is consistent with agreements from previous years. Senior Services for South Sound has reviewed and approved the contract.

Senior Services for South Sound coordinates regional services for seniors in Thurston and Mason Counties. Their lease at the Olympia Center includes regional office space, as well as programming and office space necessary for the local operations of the Olympia Senior Center.

Lease Terms:

- Length: Calendar year 2019.
- Space: Office, lobby, reception, kitchen, storage and work space at the Olympia Center.
- Lease Payment: \$6,430.05 per quarter, plus an additional charge for extra hours of program/special event space use above the hours detailed in the agreement.
- Utilities: City provides all utilities except telephones.
- Janitorial Service: Olympia provides janitorial and facility maintenance services; except that the Senior Services is responsible for any repairs or alterations that they cause, except for ordinary wear and tear.

Neighborhood/Community Interests (if known):

None known

Options:

1. Approve the resolution as written
2. Request language modifications to the resolution
3. Do not approve the resolution as written and provide staff with alternate direction

Options 2 and 3 would require additional staff time to reconstruct and/or renegotiate terms of the agreement.

Financial Impact:

This lease meets the projected revenue anticipated in the approved operating budget for 2019.

Attachments:

Resolution

Lease Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF OLYMPIA AND SENIOR SERVICES FOR SOUTH SOUND FOR A PORTION OF THE OLYMPIA CENTER LOCATED AT 222 COLUMBIA STREET NW, IN OLYMPIA, WASHINGTON.

WHEREAS, Senior Services for South Sound (Senior Services) coordinates regional services for seniors in Thurston and Mason counties; and

WHEREAS, since 1987, Senior Services has leased space at The Olympia Center for its regional office, as well as for programming and office space necessary for the local operation of the Olympia Senior Center; and

WHEREAS, City staff have negotiated a Lease Agreement with Senior Services for the calendar year 2019 consistent with agreements from previous years; and

WHEREAS, the 2019 quarterly lease payments shall be \$6,430.05, for an annual total of \$25,720.20;

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

1. The Olympia City Council hereby agrees to and approves the terms and conditions of the proposed 2019 Lease Agreement with Senior Services for South Sound for a portion of The Olympia Center.
2. The City Manager is directed and authorized to execute the Lease Agreement with Senior Services for South Sound. The City Manager is also authorized to modify any terms consistent with the intent expressed by the Olympia City Council in this Resolution, and to correct any scrivener's errors in said Lease Agreement, as may be required.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY



THIS LEASE AGREEMENT is made and entered into between the City of Olympia, herein referred to as “OLYMPIA” and SENIOR SERVICES FOR SOUTH SOUND, a Washington nonprofit corporation, herein referred to as “USER.”

1. Premises. In consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, OLYMPIA hereby leases to USER a portion of The Olympia Center, herein referred to as the CENTER, located at 222 Columbia St NW, Olympia, Washington. More specifically, said portion is described generally as follows (and in detail on the attached “Exhibit A,” which is hereby incorporated by reference as though fully set forth herein):

a.) OLYMPIA agrees to grant the USER exclusive use of the following areas:

Dedicated Space

Office, reception, storage and work space for Senior Services for South Sound, Supportive Services, Health and Hygiene, and Senior Nutrition Program, and the Senior Boutique.

In 2015, the Service to At Risk Seniors Program (STARS) was eliminated due to funding shortages. This space will be converted to a Health and Hygiene program with the understanding that should the STARS program be reinstated the Health and Hygiene room would be converted back to STARS. Primary programming purposes for the Health and Hygiene Room will be: health consultations, medical checks, therapeutic programs for individuals, inclusion programming for seniors with developmental disabilities and dementia, personal hygiene procedures and consultations.

Lobby Space

The South Lobby is for the exclusive use of the USER during all building hours as established by OLYMPIA.

USER shall be responsible for providing access to their staff and any third party individuals or organizations and provide appropriate supervision during the use. USER will not provide CENTER keys or access codes to volunteers without written agreement by OLYMPIA. OLYMPIA will not be responsible for providing access to any exclusive use areas for third party individuals or organizations.

b.) OLYMPIA agrees to grant the USER nonexclusive use of the following areas based upon the agreed upon hours of use by the USER. Costs associated with this use are provided for in USER's rent obligation.

Additional use beyond these hours will be charged 200% of the senior rate once hours have been exceeded for each space type.



Programming Space (Nonexclusive)

Various program spaces as agreed to between OLYMPIA and USER. The breakdown of program space is:

- Class/meeting rooms – 2250 hours
- Multi-Purpose room “A” – 1190 hours
- Gymnasium – 450 hours
- Special Events – 120 hours in various rooms.

All “early open” (before 8am) or “late close” (after 10pm) hours will be charged to USER using the standard hourly rate for those hours. USER will communicate anticipated extra hours in advance to allow OLYMPIA to appropriately schedule staff when necessary. Thirty (30) days advance notice is preferable, but not required.

Kitchen Space (Nonexclusive)

The Main Kitchen will be managed cooperatively by OLYMPIA and USER. Responsibilities will be as follows:

OLYMPIA

- All scheduling of facility
- Coffee service scheduling and fee collection
- Equipment repair and replacement
- Supervision of community use, except Senior Services

USER

- Provide coffee service as scheduled.
- Daily cleaning and general upkeep
- Maintain inventory of utensils, plates, cups, mugs, and other specific items as necessary.
- Training for community users (Senior Services staff can establish a schedule for training that does not conflict with nutrition operations).

At the end of the regular nutrition program (2pm, Mon-Fri), all appliances and dishes (i.e. coffee cups) will be clean and ready for community use. Any hours, including but not limited to stocking, appliance use, cleaning, or prep work requiring extra time shall be booked through OLYMPIA to avoid conflicts with community users.

In 2010, USER accepted donation of a new walk-in freezer. In order to accept this donation, space was converted to accommodate the equipment. OLYMPIA agreed to allow USER to modify the mutually agreed upon space on the condition that when the USER vacates the premises, the freezer will be removed and USER will convert such space back to its original purpose (sink and prep space).



- c.) USER is authorized to permit third party individuals and organizations access to exclusive use areas provided that the primary purpose of the third party is to promote or support senior interests in the Olympia community. Use of programming space by a group under the co-sponsorship of the USER that generates money will be charged 400% of the senior rate).
 - d.) Any change in use as described in "Exhibit A" during the term of this agreement must be requested in writing by USER and approved in writing by OLYMPIA prior to the execution of any changes.
2. Term of Lease. This lease shall commence January 1, 2019, and shall terminate on December 31, 2019.
 3. Rent. USER agrees to pay OLYMPIA a total of \$6,430.05 per quarter, as rental payment hereunder, for an annual total of \$25,720.20. One quarter of said annual total shall be due and payable within 30 days of the end of each quarter during the term of said lease. Payment shall be made payable to the City of Olympia and provided to the City's Accounts Receivable office.
 4. Annual Report. USER agrees to provide OLYMPIA with a written annual report summarizing participation, activity and the financial status of the organization. This report will be submitted by June 15 following each calendar year.
 5. Utilities. USER agrees that OLYMPIA shall pay the cost of all utilities, except telephone service. The cost of purchasing or leasing telephones and/or installing and maintaining same shall be the responsibility of the USER.
 6. Maintenance and Repair. OLYMPIA shall provide janitorial services, to include vacuuming, emptying of garbage, washing of windows, dusting, and general cleaning on a schedule to be determined by OLYMPIA. OLYMPIA shall also provide maintenance services to include replacement of light bulbs, painting, interior repair, and toilet articles. USER is responsible for all repairs necessary due to the negligence of the USER, his/her agents, invitees or employees.
 7. USER's Repairs and Alterations. USER agrees to keep the leased premises clean and in a sanitary condition, to repair and/or pay to repair any and all damage to the leased premises caused by the USER, and upon surrendering possession, to leave the leased premises in good condition, except for ordinary wear and tear. The USER will not make any alterations, additions, or improvements without prior written consent of OLYMPIA. The USER will not commit any waste or damage of the premises.
 8. Damage by Casualty. In the event said premises shall be destroyed or damaged by fire or other casualties so that the same shall be unfit for use or occupancy, then OLYMPIA shall, within fifteen (15) days after said casualty, notify the USER whether or not OLYMPIA elects



to rebuild the premise and lease it in the same manner. If OLYMPIA elects not to rebuild the premises, then this lease shall be terminated and all rents will be adjusted as of said date of OLYMPIA's decision. If OLYMPIA elects to rebuild the premises, then the rent shall be suspended for such period as USER is not in possession and until the premises can be made fit for the USER's occupancy. OLYMPIA and USER hereby expressly waive their right of subrogation against the other party and waive their entire claim of recovery against the other party for loss, damage, or injury from fire or other casualty, included in the extended coverage insurance endorsement, whether due to negligence of any of the parties, their agents, or employees or otherwise.

9. Indemnification / Hold Harmless. USER shall defend, indemnify, and hold harmless OLYMPIA, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of USER's use of Premises, or from the conduct of USER's business, or from any activity, work or thing done, permitted, or suffered by USER in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of OLYMPIA. It is further specifically and expressly understood that the indemnification provided herein constitutes the USER's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the USER and OLYMPIA. The provisions of this section shall survive the expiration or termination of this Lease.

10. Insurance Requirements

A. Insurance Term

USER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the USER's operation and use of the leased Premises.

B. No Limitation

USER's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the USER to the coverage provided by such insurance, or otherwise limit OLYMPIA's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

USER 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 premises and contractual liability. The CITY OF OLYMPIA shall be named as additional an insured on USER's Commercial General Liability insurance policy using ISO



Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.

2. Property insurance shall be written on an all risk basis.

D. Minimum Amounts of Insurance

USER 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.
2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

E. Other Insurance Provisions

USER's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect OLYMPIA. Any insurance, self-insurance, or self-insured pool coverage maintained by OLYMPIA shall be excess of the USER'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

USER shall furnish OLYMPIA with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the USER.

H. Waiver of Subrogation

USER and OLYMPIA hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

I. OLYMPIA's Property Insurance

OLYMPIA maintains property insurance covering the Building for its full replacement value.



J. Notice of Cancellation

The Lessee shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

K. Failure to Maintain Insurance

Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of lease, upon which the Public Entity may, after giving five business days notice to the Lessee to correct the breach, terminate the Lease 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 the Public Entity on demand.

L. Public Entity Full Availability of Lessee Limits

If the Lessee maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Lessee, irrespective of whether such limits maintained by the Lessee are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Lessee.

M. Alcohol Sale or Consumption in Leased Space.

If alcohol is either sold or consumed on the leased premises, USER agrees to obtain Liquor Liability insurance in the amount of \$1,000,000 each occurrence. OLYMPIA shall be named as an additional insured on such insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on Premises with the prior written approval of OLYMPIA.

11. Publicity. USER agrees to provide OLYMPIA, specifically the CENTER Manager, with any and all publicity information affecting the CENTER.
12. Termination. This lease may be terminated in its entirety, or a portion of occupied space may be terminated, at any time by either party by thirty (30) days notice to the other party of such termination.
13. Assignment and Subletting. USER shall not assign this lease nor sublet the leased premises without the consent of OLYMPIA. USER agrees to pay all rent, maintenance and repair costs and all other expenses and costs contained herein. The collection of any and all assigned or sublet costs as agreed to between parties will be the sole responsibility of USER.
14. Furniture. USER shall provide, at its own expense, all furniture necessary for its possession and use in the leased office area of the CENTER. Furthermore, USER shall be responsible to



reasonably maintain said furniture and replace same, if necessary, to maintain decorum consistent with that of the remainder of the CENTER.

15. Rules. USER shall comply with all laws, statutes, rules, regulations, ordinances, and resolutions promulgated either by the federal government, State of Washington, or the City of Olympia. Such rules include any and all rules of operation and procedure issued by OLYMPIA.

16. Hours and Days of Operation. USER shall be entitled to use and possession of the facilities during normal hours in which the CENTER is open to the public. To maintain a safe and secure facility for staff and assets, OLYMPIA may close the CENTER under the following conditions and in this order:

1. After 5:00pm on regular business days, or any time on Saturdays.
2. Whenever no building rentals, recreation programs, or senior programs are scheduled.

The Senior Lobby and Health & Hygiene Room use are not considered as “programming” after 5pm on weekdays or on Saturdays. Accommodations for the Senior Lobby and Health and Hygiene Room may be considered on a case by case basis at the request of USER, and allowed at the discretion of OLYMPIA. Meeting or programming use of the Senior Lobby and Health and Hygiene Room by USER after 5pm on weekdays and all day Saturday will be scheduled with OLYMPIA through the established procedures for room use scheduling.

17. Default. It is agreed that if USER shall abandon or vacate said premises before the end of the term, or if any rent shall be due and unpaid, or if default is made of any of the covenants and agreements to be performed by USER as set forth herein, then OLYMPIA may, at its option, enter upon said premises and re-let the same for such rent and upon such terms as OLYMPIA may see fit, and if the full rental herein shall not be realized by OLYMPIA over and above any expenses to OLYMPIA to such re-letting, USER will pay all deficiency promptly upon demand, or OLYMPIA may declare said lease terminated and forfeited and take possession of the said premises. USER agrees to pay reasonable attorney’s fees and court costs should it be necessary to enforce any of OLYMPIA’s remedies in this paragraph.

18. Audits. Upon request, USER shall make all financial information, including revenues and expenses, available to OLYMPIA. Financial reserves shall likewise be made available. Any terms, conditions, or restrictions attached to operating or reserve funds shall be identified. Information must be itemized to show the revenues, expenses, and cash reserves of each component program of USER.

19. Equipment Failure. OLYMPIA shall not be responsible for financial and/or material loss of perishable food products as a result of mechanical or electrical failure or loss of any effects resulting from equipment failure.



20. Security of Premises. USER is responsible for securing all non-public areas under its lease upon completion of use. OLYMPIA shall not be responsible for any loss sustained by USER as a result of failure to properly secure facilities. Additionally, USER will indemnify, defend and hold OLYMPIA harmless from any liabilities, claims, suits or damages for any and all loss sustained by OLYMPIA arising out of USER's failure to secure and protect the leased premises.
21. Notices. All notices required or given under this agreement shall be given to the following persons:

LESSOR: City of Olympia
Contact Person: Scott River, Associate Director
Address: The Olympia Center
222 Columbia St NW
Olympia, Washington 98501
Telephone: (360) 753-8380

LESSEE: Senior Services for South Sound
Contact Person: Eileen McKenzie-Sullivan
Address: 222 Columbia St NW
Olympia, Washington 98501
Telephone: (360) 586-6181

22. Entire Agreement. This document constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this agreement requested by either party may only be by mutual agreement, in writing signed by duly authorized representatives of the parties. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
23. Interpretation/Venue. The rights and obligations of the parties and all interpretations and performance of this agreement shall be governed in all respects by the laws of the State of Washington. Section headings are inserted for convenience only and shall not be used in any way to construe the terms of this contract. Venue is proper in Thurston County, Washington.
24. Ratification. Any act consistent with the terms of this agreement but prior to its final execution is hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed, such parties acting by their representatives being duly authorized.

**Senior Services for South Sound 2019 Lease
The Olympia Center
"Exhibit A"**

	Square Footage		O&M Rate	Lease Total	Subsidy Total
Dedicated Space					
Administrative (Regional)					
SHIBA (1st floor)	140		\$ 17.82	\$ 2,494.80	
Travel Office (1st floor in lobby)	60		\$ 17.82	\$ 1,069.20	
Reception/Regional Nutrition (former Volunteer Center)	453		\$ 17.82	\$ 5,381.63	
Care Connection (2nd floor/former Volunteer Center)	140		\$ 17.82	\$ 1,663.20	
Conference Room (2nd floor)	140		\$ 17.82	\$ 2,494.80	
Development Office (2nd floor)	140		\$ 17.82	\$ 2,494.80	
Finance Office (2nd floor)	140		\$ 17.82	\$ 2,494.80	
General Admin. (2nd floor)	428		\$ 17.82	\$ 7,626.96	
Administrative Offices SubTotal	1641			\$ 25,720.20	
Direct Service (Olympia)*					
Activities Office (1st floor)	160		\$ 17.82		\$ 2,851.20
Boutique (2nd floor)	811		\$ 17.82		\$ 14,452.02
Nutrition Office (1st floor)	147		\$ 17.82		\$ 2,619.54
Health & Hygiene Room & Office (1st floor)	703		\$ 17.82		\$ 12,527.46
Reception; includes Inclusion Office (1st floor)	625		\$ 17.82		\$ 11,137.50
Senior Lobby** (1st floor)	3425		\$ 17.82		\$ 61,033.50
Social Services office (1st floor)	100		\$ 17.82		\$ 1,782.00
Trips Office (2nd floor)	238		\$ 17.82		\$ 4,241.16
Direct Service Office Space SubTotal	6209				\$ 110,644.38
Programming Space (Olympia)					
	Allocated Hours	200% Rate	Senior Rate		
Class/Meeting Rooms	2250	\$ 4.38	\$ 2.19		\$ 4,927.50
Gymnasium	450	\$ 7.00	\$ 3.50		\$ 1,575.00
Main Kitchen***	1237	\$ 8.25	\$ 4.13		\$ 5,108.81
Multi Purpose Room A****	1190	\$ 17.50	\$ 8.75		\$ 10,412.50
Special Events "MPABC"	57	\$ 26.25	\$ 13.13		\$ 748.41
Special Events "Meeting Rooms"	63	\$ 4.38	\$ 2.19		\$ 137.97
Programming Space SubTotal					\$ 22,910.19
Total Lease				\$ 25,720.20	
Total Subsidy					\$ 133,654.67

* All "Direct Service" space is intended for the primary benefit of senior citizens residing in Olympia and is considered primary operation, space for the "Olympia Senior Center".

**The Senior Lobby is an exclusive use space for the senior program on weekdays before 5pm. The space may also be available for Recreation and Community use, after 5:00pm on weekdays and on Saturdays, as mutually determined by Senior Services for South Sound and Olympia Parks, Arts and Recreation.

***The Main Kitchen hours are not included in allocated space based on Senior Services responsibility with management of that space. See contract for details.

****MultiPurpose Room "A" includes daily lunch from 11am to 2pm, Wednesday dances from 2pm to 4pm, and AM Lifetime fitness from 9am-10am.



City Council

Approval of a Resolution Authorizing the AFSCME 2019-2021 Collective Bargaining Agreement

Agenda Date: 1/15/2019
Agenda Item Number: 4.D
File Number: 19-0061

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

Title

Approval of a Resolution Authorizing the AFSCME 2019-2021 Collective Bargaining Agreement

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to authorize the City Manager to sign the 2019-2021 AFSCME Collective Bargaining Agreement

Report

Issue:

Should Council authorize the City Manager to sign the collectively bargained agreement between the City of Olympia and the American Federation of State, County and Municipal Employees (AFSCME) Local 618-0 representing employees in the Olympia Public Works; Parks Arts and Recreation and Community Planning and Development Departments?

Staff Contact:

Joe Olson, HR Director, 360.753.8309

Presenter(s):

Consent Item

Background and Analysis:

City representatives engaged in collective bargaining with representatives from AFSCME. The negotiations resulted in a collectively bargained agreement that was beneficial to both sides and was within the revenue guidelines discussed previously with City Council (see attached synopsis of the agreement and the economic impact summary). AFSCME representatives subsequently took the tentative agreement to their membership and the membership ratified the agreement.

The collectively bargained agreement with AFSCME is beneficial to both parties and meets the

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

financial objectives of the City. The agreement is attached for Council approval.

Neighborhood/Community Interests (if known):

N/A

Options:

Move to authorize the City Manager to sign the 2019-2021 AFSCME Collective Bargaining Agreement

Do not authorize the City Manager to sign the collectively bargained agreement and instruct City staff to enter back into negotiations with AFSCME on specific areas of the Collective Bargaining Agreement.

Financial Impact:

Economic Impact Summary attached.

Attachments:

AFSCME 2019-2021 Collective Bargaining Agreement

Summary of Significant Changes 2019-2021

Economic Agreements Summary 2019-2021

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING AN AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) LABOR AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES AND LOCAL 618-0, AFL CIO.

WHEREAS, City representatives engaged in collective bargaining with representatives from the American Federation of State, County and Municipal Employees (AFSCME), which represents employees in the Olympia Public Works, Parks, Arts and Recreation and Community Planning and Development Departments (Employees); and

WHEREAS, the purpose of the collective bargaining was to negotiate an agreement for the purpose of providing harmonious working relations between the City and Employees, promoting efficiency, establishing equitable and peaceful procedures for the resolution of differences, and establishing rates of pay, hours of work, working conditions and other conditions of employment; and

WHEREAS, the negotiations resulted in a collectively bargained agreement (the AFSCME Labor Agreement) that is beneficial to both parties and meets the financial objectives of the City; and

WHEREAS, the Olympia City Council hereby accepts the terms of the AFSCME Labor Agreement for the term of January 1, 2019 through December 31, 2021;

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

1. The Olympia City Council hereby accepts the terms and conditions negotiated with AFSCME for a Labor Agreement between the City of Olympia and the Washington State Council of County and City Employees and Local 618-0, AFL CIO for the term of January 1, 2019 through December 31, 2021.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the AFSCME Labor Agreement between the City of Olympia and the Washington State Council of County and City Employees and Local 618-0, AFL CIO, and any other documents necessary to execute said Labor Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Labor Agreement, or to correct any scrivener's errors.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

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

BY AND BETWEEN

THE

CITY OF OLYMPIA

AND

THE WASHINGTON STATE COUNCIL OF

COUNTY AND CITY EMPLOYEES

AND LOCAL 618-0, AFL CIO

January 1, 2019 - December 31, 2021

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ADDENDUM A

ADDENDUM B

PREAMBLE

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

1. RECOGNITION

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

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

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

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

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

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

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

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

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

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

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

2. UNION SECURITY.

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

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

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

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

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

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

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

2.2 Voluntary P.E.O.P.L.E. Checkoff deduction: The Employer agrees to deduct from the wages of any Union member a P.E.O.P.L.E. (Public Employees Organized To Promote Legislative Equality) deduction as provided for in a written or electronically executed authorization. An executed authorization may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement

showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Employer will transfer amounts deducted to the P.E.O.P.L.E program.

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

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

3. UNION-MANAGEMENT RELATIONS

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

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

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

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

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

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

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

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

4. NONDISCRIMINATION

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

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

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

5. MANAGEMENT RIGHTS

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

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

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

6. GRIEVANCE PROCEDURE

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

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

6.2. Step One:

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

6.3. Step Two:

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

6.4. Step Three:

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

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

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

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

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

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

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

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

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

6.6. Step Four:

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

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

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

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

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

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

7. HOURS OF WORK/TRAINING TIME/CERTIFICATION

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

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

7.2. Work Schedules

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

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

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

7.2.3. If an employee works overtime in the field any time between 11 pm and 5 am, the on call employee will receive nine (9) hours off for rest and recuperation before reporting back to work. This shall occur immediately following the completion of all tasks of the last call out. In addition, an employee will not work more than 16 hours in a 24-hour period without 9 hours off between shifts. This rest and recuperation period may be increased at the discretion of the supervisor. If either of the above circumstances occurs, the employee will be placed on administrative leave paid at the normal straight time rate for the period when the time-off break overlaps with the employee's regularly scheduled shift. An employee that has worked 16 hours in a 24 hour period may not be on call duty during the nine 9 hour rest and recuperation period. The supervisor will

assign the call duty to another eligible person. This policy would typically be triggered during a major event when supervisors are actively managing the workforce and are able to reassign call duty.

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

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

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

7.4.2. Overtime may be paid or accrued as compensatory time as agreed in advance by the employee and supervisor. Employees shall not accrue in excess of 80 hours compensatory time, which can be cashed out at any time. All employees shall be allowed to maintain a compensatory time bank of 40 hours. Compensatory time earned through January 31st that is over the 40 hours limitation will be cashed out annually in the employees February 20th check. Compensatory time may be used, at the employee's choice, for illness within the immediate family as defined in Article 10- Sick Leave, Section 10.2 (C).

7.5. Emergency Shifts. Employees who are working other than their regular shifts to perform snow and/or ice control shall normally work no more than twelve (12) consecutive hours which shall include a paid half-hour mid-shift break and three (3) fifteen (15) minute breaks. Schedule change requirements authorized above are waived for emergency snow and/or ice conditions.

7.6. Standby and Call out. Employees placed on standby are required to remain within a geographic range allowing a maximum of one (1) hour arrival time to the assigned work location. Telephones will be provided to those employees. Employees must respond to the dispatch center within fifteen (15) minutes of any call. Standby pay shall be paid at the rate of \$2.75 per hour. Standby pay shall be \$5.50 per hour for the New Year's Day, July 4th, Thanksgiving, and Christmas holiday.

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

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

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

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

7.6.4. When an employee takes sick leave due to the employee's illness or an illness within the immediate family (see Article 10, Sick Leave), the employee will not be eligible for standby and/or call back until after they have returned to work and worked a full shift. The supervisor will assign the standby to another eligible employee as necessary.

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

7.8. Training Time. Training work time as defined by the FLSA which is in excess of the normal daily shift may be compensated in time off on an hour for hour basis as long as total work time does not exceed forty (40) hours per week. Work in excess of forty (40) hours per week shall be compensated per the overtime provision of this agreement. See Addendum B for examples.

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

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

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

8. HOLIDAYS

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

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

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

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

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

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

8.4. Regular full-time employees who are required to work on a holiday with pay shall be compensated at a rate of time and one-half (1/2) for all hours worked plus a full day's holiday pay at the regular rate of pay. Employees who work on July 4, Thanksgiving Day, Christmas, and on New Year' Day shall be compensated at a rate of double time for all hours worked in addition to a full day's pay for the holiday at the regular rate of pay. This holiday premium pay shall be paid for all hours worked on both the actual holiday and the observed holiday, provided, that an employee who works both the actual and the observed holiday shall only receive the holiday premium for one of these days.

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

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

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

9. VACATION

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

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

9.1.1. Accrued vacation shall be credited as earned vacation for each month of service in accordance with the schedule above. Maximum accrual is three hundred and twenty (320 hours).

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

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

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

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

9.5. Employees who have accrued the maximum amount of vacation leave shall not be precluded from exceeding that amount if they have requested and been denied the use of vacation leave, provided the denial is written and the supervisor is aware that the denial would result in the loss of vacation by the employee. Exceptions due to illness or injury shall be dealt with on a case-by-case basis.

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

10. SICK LEAVE

10.1. Accrual Rates

10.1.1. Regular full-time employees shall accrue sick leave with pay at the rate of eight (8) hours of leave for each full month of continuous service. Any such leave accrued which is unused shall be accumulated for succeeding years for all regular full-time employees with no cap on sick leave accrued during the year, but an employee accrued sick leave will be reset at a maximum of nine hundred sixty (960) hours on January 1, of each year. If an employee's sick leave balance at the end of the year is less than 960 hours there will be no reset.

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

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

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

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

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

For all other authorized use of leave as defined in Section 10.2 the employee's sick leave accruals will be charged. If authorized sick leave is taken after the employee has expended all sick leave accrued, at the employee's option the lost time shall either be charged against presently accumulated vacation time; or compensatory time; or, with the permission of the City Manager, be taken without pay in accordance with Section 10.5 below. An employee may be

required to provide a doctor's verification of illness or injury at the supervisor's request if the sick leave absence is for more than three (3) consecutive workdays. The documentation requested must be provided to the supervisor within 10 calendar days of the request unless producing the document will cause the employees excessive hardship.

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

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

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

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

10.9 Management and the Union agree that either party may reopen this Article on July 1, 2019 to discuss what management has learned about the cost to the City of the Union proposed "sick leave cash out" and to talk about different strategies to recognize employees that have not used sick leave over long periods of time.

11. ATTENDANCE

11.1. Definitions:

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

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

12. BEREAVEMENT LEAVE

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

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

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

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

13. PARENTAL LEAVE

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

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

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

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

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

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

14. LEAVE OF ABSENCE

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

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

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

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

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

15. WORKERS' COMPENSATION

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

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

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

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

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

16. JURY DUTY

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

17. MILITARY LEAVE

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

18. EDUCATIONAL OPPORTUNITIES

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

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

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

19. MEDICAL, HOSPITAL, LIFE, DENTAL INSURANCE BENEFITS

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

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

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

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

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

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

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

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

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

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

19.6. The above benefits and levels of coverage shall be applicable to all full-time employees in the bargaining unit. New employees shall be allowed one (1) week in which to determine which carrier's coverage they want. Regular part-time employees who work at least twenty (20) hours per week shall be entitled to the above coverage at a pro-rated premium based on the percent hours worked. (See Article 21 - Probation.)

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

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

20. EMPLOYEE RECORDS, DISCIPLINE/DISCHARGE

20.1. Employee personnel records shall be considered confidential and as such shall be accessible only to the concerned employee, selected City officials as authorized by the City Manager, and Union representatives.

Personnel files shall contain only information directly relevant to the employee's employment with the City.

Employees may examine the file and shall have the right to rebut, in writing, any items in the file, and to grieve any item to the level of the City Manager. The item may be grieved to arbitration when the employee suffers a direct financial loss as a result of the discipline.

20.2. Employees shall be disciplined and discharged only for just cause, and shall have the right to have a Union representative present during disciplinary procedures except when a verbal warning is being issued. Disciplinary investigations shall be conducted in as expedient a manner as practical.

20.3. Where appropriate, disciplinary action shall be progressive and may include the following measures:

A. Verbal warnings, to be issued in private for minor infractions. Supervisors should inform the employee that a verbal warning is being given and that the employee is being given an opportunity to correct the condition. Such disciplinary action will not be made part of the employee's personnel file.

B. Written warnings, which shall state definitely the problem to be remedied and the expectations of the Employer of the steps the employee is to take to remedy it.

C. Suspension with pay, for purposes of investigation; and without pay, for purposes of discipline, not to exceed thirty (30) days.

D. Dismissal or discharge, to be preceded by two weeks' notice other than for the most severe breaches of discipline.

20.4. Demotion shall not be used as a disciplinary tool and may occur only as a result of the employee's failure to perform the duties of their position in a satisfactory manner and/or in the event of a voluntary demotion to a lower classification.

20.5. Disciplinary material may remain in the employee's personnel file and may be considered in progressive discipline for two (2) years from the effective date of the most recent discipline, after which, it shall be removed upon the employee's written request to the Department Director. PROVIDED, however, that discipline for violation of the City Policy 3 or 25 covering Harassment, Discrimination and Workplace Violence, suspensions of five (5) or more days, and "Last Chance Agreements" may be maintained indefinitely unless limited by the terms of the specific disciplinary document.

21. PROMOTION/PROBATION/IN-TRAINING

Promotion

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

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

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

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

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

Probation

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

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

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

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

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

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

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

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

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

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

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

22. LAYOFF AND RECALL FROM LAYOFF

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

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

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

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

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

1. The employee must meet the minimum qualifications of the vacant position, or be able to be trained to perform the duties within a reasonable period of time.

2. If the vacant position is at or below the pay grade of the position currently held by the employee and there is only one eligible bargaining unit member, the reassignment will take place with no competitive process. Salary and probationary period will be handled in accordance with City Policy, Personnel Actions, Demotions, Transfer to same job class, and Transfer to different job class.

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

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

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

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

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

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

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

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

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

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

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

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

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

4. If one of the employees participating in a lay-off/reduction in force induced Job Share arrangement subsequently leaves City employment, the remaining employee shall be offered an opportunity to return to full-time employment without competition. If the remaining employee turns down the offer of full-time employment, and management considers full-time employment to be an operational necessity, management may at its discretion attempt to continue the Job Share arrangement or involuntarily discharge the remaining employee. In the event that the remaining employee is involuntarily discharged,

that action will be considered a layoff and the affected employee will be eligible for all of the rights, privileges, and benefits described in Section - Recall, of this Article.

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

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

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

1. By Classification and by Program. The following shall be considered a "program" for the purpose of layoff:

- Drinking Water Operations
- Drinking Water Quality
- Facilities Operations
- Fleet Operations
- Olympia Center
- Park Maintenance
- Parking Services
- Signs and Signal Operations
- Street and Right of Way Operations
- Utility Billing (Water Meter Readers)
- Wastewater and Stormwater Operations
- Waste Resources Operations
- Pump Stations

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

3. The City will strive to give at least 60 days' notice with a minimum of 30 days' notice required.
4. The City will continue health and welfare benefits at the FTE level extant prior to the commencement of the layoff for 90 days. After 90 days, the employee will be responsible for the cost of continuing these benefits through COBRA.
5. An employee's accrued vacation leave and compensatory time will be cashed out based on the effective date of the layoff and in accordance with provisions and limits found within this agreement.
6. Seniority will continue to accrue for a period of 90 days while the employee is on the re-call list. After 90 days, seniority will be adjusted for the remainder of the time on the recall list up to the 2 years.
7. Probationary Employees - regular employees, who are identified as being at risk for layoff, shall have the right to bump a newly hired probationary employee in the same classification within the bargaining unit provided the probationary employee's probation period is still in effect on the effective date of the layoff. Probationary employees are not employees serving a trial service period as a result of a transfer or promotion.
8. Laid off employees will be automatically placed on the Recall List.

22.6 RECALL FROM LAYOFF

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

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

A. Recall will be made as follows:

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

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

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

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

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

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

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

23 SENIORITY

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

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

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

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

24. WAGES

24.1 On January 1, 2019, the covered employees will receive a 2% salary increase.

24.2 Beginning January 1, 2020 and again on January 1, 2021, covered employees will receive a salary increase of 90% of Seattle- CPI-U (based on July 1, 2018-June 30, 2019 CPI figures) with a minimum increase of 1% and a maximum increase of 4%.

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

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

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

24.6 Working Out of Class

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

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

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

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

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

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

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

25 LONGEVITY PAY

25.1 Longevity pay shall be granted to City employees beginning with their completion of ten (10) years of continuous service with the City of Olympia to be paid in a lump sum on the employee's anniversary date at the following rates, to be effective the first pay date after contract signing.

10 years \$250

15 years \$500

25 or more years \$750

26 TOOL ALLOWANCE, UNIFORMS, CDL's and PANTS

26.1 Tool Allowance: The City agrees to furnish employees, except mechanics, with the tools necessary to complete their assigned tasks. For mechanics, the City will pay a tool allowance up to one thousand three hundred dollars (\$1300.00) per calendar year to each mechanic to replace tools that become broken or unusable. The reimbursement will be paid on the basis of invoices provided. Included in this allowance, the City will also reimburse the mechanic for lost tools when such loss is not caused by the negligence of the employee.

26.2 Safety and Footwear: The City will also supply all safety equipment, rain gear, and gloves if appropriate, subject to review of labor-management committee. These items will be replaced as needed on an exchange basis. All employees who are required by the City to wear safety footwear (lace-up, zipper, or slip on) will receive two hundred dollars (\$200.00) per year for safety footwear in the January 20th paycheck. Safety footwear is defined as footwear that is required for employees to safely perform their normal assignments; for example in Parking Services, the requirement is that the footwear provides adequate foot and ankle support.

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

26.4 Pants: All field employees will receive two-hundred dollars (\$200) per year for work pants in the January 20th paycheck.

26.5 All new employees will receive two-hundred dollars (\$200) for footwear and two-hundred dollars (\$200) for pants in their first paycheck after hire.

27 SAFETY

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

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

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

28 ELECTRONIC MONITORING

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

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

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

29 RETIREMENT

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

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

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

30 **CIVIL LIABILITY**

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

31 DRUG AND ALCOHOL TESTING PROCEDURES

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

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

32 SAVINGS CLAUSE

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

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

33 NO STRIKE, NO LOCKOUT

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

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

34 ENTIRE AGREEMENT

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

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

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

35 TERM OF AGREEMENT

35.1 This Agreement shall become effective January 1, 2019 or the date signed by the last party signing the Agreement (whichever date is later) and shall remain in effect until December 31, 2021.

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

SIGNED this _____ day of _____ 2018.

FOR THE UNION:

Aaron Cole, WSCCCE Staff Representative

Kris Carpenter, Chapter Chair, Negotiations Team

Greg Dunk, Negotiations Team

Jacob Larson, Negotiations Team

Ronnie Black, Negotiations Team

Kris Hansen, Negotiations Team

FOR THE CITY:

Steven R. Hall, City Manager

Joe Olson

Carl Watts

Scott River

Mark Russell

Andy Haub

Joan Lutz

ADDENDUM A PROCESS FOR PERMANENT CHANGES TO WORK SCHEDULES

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

Guiding Principles

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

Process:

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

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

4. City and Union will bargain the changes to hours of work required to meet the operational needs.
For Example, of the many possible ways to provide 18 hour staffing, city and union agree that a third, overlapping shift operating during specified hours is the best way to meet the operational need.

Addendum B

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

1. **Flexing shifts within the week:** An employee, whose regular shift is 8 hours, attended an all-day training on Thursday. The employee put in two hours of work before going to the 8 hour training. By the end of the day, the employee had put in 10 hours of work. The employee had already scheduled two hours off the next morning for a doctor's appointment. Instead of taking that time as sick leave, the employee chose to take the two hours extra training time earned the day before as straight time pay. The sick leave bank was not charged; the employee did not exceed the 40 hour work week.
2. **When Overtime is Paid:** An employee, whose regular shift is 8 hours, attended an all-day training on Thursday. The employee put in two hours of work before going to the 8 hour training. By the end of the day, the employee had put in 10 hours of work. The rest of the week prior to and after the training were normal work days, so the employee had worked two hours more than the 40 hours in the work week. This employee will be paid overtime for 2 hours in accordance with the labor agreement.

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

Summary of Changes to Our CBA with the AFSCME

1. This is the successor agreement to our collective bargaining agreement (CBA) with AFSCME that expired on December 31, 2018. This is a three-year agreement that will end on December 31, 2021.
2. The Parties agreed on language identifying which employees the AFSCME unit represents and allowing the City to use temporary (seasonal) and emergency employees to perform AFSCME covered work for up to 9 months during the peak time period in exchange for a “work permit fee” of \$12/employee/pay period (anticipated to be less than \$10,000/yr).
3. The parties agreed upon language to comply with the US Supreme Court decision in Janus about when Union dues have to be paid by employees.
4. The parties agreed upon language covering the State “sick leave” law.
5. The City agreed to increase the tool allowance for mechanics by \$300/employee/year.
6. The City agreed to pay the “boot” allowance of \$200/year (a \$50/year increase) and a “pant” allowance of \$200/year in the January 20th paycheck each year.
7. The parties made a variety of house-keeping changes such as changing all citations to the City’s “Administrative Guidelines” to “City Policies” and other non-substantive language changes leaving most parts of the current agreement in place.
8. The parties agreed on a wage proposal. Base wages shall be adjusted as follows:
 - January 1, 2019-2%
 - January 1, 2020-covered employees will receive a salary increase of 90% of Seattle- CPI-U (based on July 1, 2018-June 30, 2019 CPI figures) with a minimum increase of 1% and a maximum increase of 4%.
 - January 1, 2021- covered employees will receive a salary increase of 90% of Seattle- CPI-U (based on July 1, 2018-June 30, 2019 CPI figures) with a minimum increase of 1% and a maximum increase of 4%.
11. The sales tax table used to determine wages was eliminated in this agreement.

**AFSCME
ECONOMIC AGREEMENTS SUMMARY
January 4, 2019**

The City and the Union are currently negotiating the labor contract for the period January 1, 2019 – December 31, 2021. The following summarizes the proposed agreement:

	ITEM	AGREEMENT	ESTIMATED ANNUAL COST INCREASE
1	COLA + Add Pays	2019: 2% COLA 2020: 1% Min/4% Max Tied to CPI-U (used 2.97% for calc) 2021: 1% Min/4% Max Tied to CPI-U (used 2.97% for calc)	\$ 179,859 \$ 278,856 \$ 289,586
2	Payroll Taxes on Increases	2019: 2020: 2021:	\$ 13,759 \$ 21,332 \$ 22,153
3	Benefits	2019: 2020: 2021:	\$ 66,476 \$ 102,924 \$ 106,873
4	Footwear Allowance	2019: 2020: 2021:	\$ 6,950 \$ 6,950 \$ 6,950
5	Tool Allowance	2019: 2020: 2021:	\$ 900 \$ 900 \$ 900
6	2019	TOTAL: As a percentage of annual payroll:	\$ 267,944 2.06%
7	2020	TOTAL: As a percentage of annual payroll:	\$ 410,962 3.02%
8	2021	TOTAL: As a percentage of annual payroll:	\$ 426,462 3.02%



City Council

Approval of a Resolution Authorizing the Teamsters 2019-2021 Collective Bargaining Agreement

Agenda Date: 1/15/2019
Agenda Item Number: 4.E
File Number: 19-0062

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

Title

Approval of a Resolution Authorizing the Teamsters 2019-2021 Collective Bargaining Agreement

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to authorize the City Manager to sign the 2019-2021 Teamsters Collective Bargaining Agreement

Report

Issue:

Should Council authorize the City Manager to sign the collectively bargained agreement between the City of Olympia and the CHAUFFEURS, TEAMSTERS, AND HELPERS UNION (Teamsters) Local 252 representing employees in the Olympia Police Department?

Staff Contact:

Joe Olson, HR Director, 360.753.8309

Presenter(s):

Consent Item

Background and Analysis:

City representatives engaged in collective bargaining with representatives from Teamsters. The negotiations resulted in a collectively bargained agreement that was beneficial to both sides and was within the revenue guidelines discussed previously with City Council (see attached synopsis of the agreement and the economic impact summary). Teamsters representatives subsequently took the tentative agreement to their membership and the membership ratified the agreement.

The collectively bargained agreement with Teamsters is beneficial to both parties and meets the financial objectives of the City. The Teamsters Collective Bargaining Agreement is attached for

Council approval.

Neighborhood/Community Interests (if known):

N/A

Options:

Move to authorize the City Manager to sign the 2019-2021 Teamsters Collective Bargaining Agreement

Do not authorize the City Manager to sign the collectively bargained agreement and instruct City staff to enter back into negotiations with Teamsters on specific areas of the Collective Bargaining Agreement.

Financial Impact:

Economic Impact Summary attached.

Attachments:

Resolution

Teamsters 2019-2021 Collective Bargaining Agreement

Summary of Significant Changes 2019-2021

Economic Agreements Summary 2019-2021

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF OLYMPIA AND CHAUFFEURS,
TEAMSTERS, AND HELPERS UNION LOCAL NO. 252.**

WHEREAS, City representatives engaged in collective bargaining with representatives from Chauffeurs, Teamsters, and Helpers Union (Teamsters) Local 252, which represents employees in the Olympia Police Department (Employees); and

WHEREAS, the purpose of the collective bargaining was to negotiate an agreement to provide harmonious working relations between the City and Employees, promoting efficiency, establishing procedures for the resolution of differences, and establishing rates of pay, hours of work, and other conditions of employment; and

WHEREAS, the negotiations resulted in a collectively bargained agreement (hereafter the "Teamsters Agreement" or "Agreement") that is beneficial to both parties and meets the financial objectives of the City; and

WHEREAS, the Olympia City Council hereby accepts the terms of the Teamsters Agreement for the term of January 1, 2019 through December 31, 2021;

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

1. The Olympia City Council hereby accepts the terms and conditions negotiated with Teamsters for an Agreement between the City of Olympia and Chauffeurs, Teamsters, and Helpers Union Local 252 for the term of January 1, 2019 through December 31, 2021.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Agreement between the City of Olympia and the Chauffeurs, Teamsters, and Helpers Union Local 252, and any other documents necessary to execute 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 January 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

AGREEMENT

BY AND BETWEEN

THE

CITY OF OLYMPIA

AND

CHAUFFEURS, TEAMSTERS, AND HELPERS UNION

LOCAL NO 252

(Affiliated with the International Brotherhood of Teamsters)

TERM OF AGREEMENT

January 1, 2019 through December 31, 2021

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PREAMBLE

The City of Olympia, a municipal corporation, hereinafter known as the “Employer”, does hereby enter into an agreement with Chauffeurs, Teamsters, and Helpers Union, Local NO 252, affiliated with the International Brotherhood of Teamsters, hereinafter known as “Union”, for the purpose of providing harmonious working relations between the Employer and the employees, establishing procedures for the resolution of differences, and rates of pay, hours of work, and other terms and conditions of employment.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, working conditions, and other conditions of employment, for all full-time and regular part-time support personnel employees of the City of Olympia Police Department, excluding supervisors, confidential employees, Legal Department, Division of Probation, Courts, Cadets, and all other employees as provided in PERC case No 13987-E-98-2342 and decision No 6372-A – PERB.

ARTICLE 2 – UNION REPRESENTATION

The City shall recognize the Chauffeurs, Teamsters, and Helpers Union, Local 252, affiliated with the International Brotherhood of Teamsters (Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.

The Employer shall remain neutral when communicating with employees about Union membership. The Union shall have up to a thirty (30) minute orientation with new employees’ during the employee’s regular work hours. The Union will explain that it is the designated as the exclusive representative for all employees covered under the Collective Bargaining Agreement. The Union shall inform each new employee that membership in the Union is voluntary and only when an employee clearly and affirmatively consents to joining the Union may the Union collect dues/assessment. In addition, the Union shall explain to the new employee the rights and the benefits the employee would forgo by being a non-member. Such neutrality does not preclude the Employer from informing its employees that while they are a member of the Union whether they pay dues to the Union or not is up to the employee and the employee’s job is not dependent on paying Union dues.

It is mutually agreed that only Union members of this unit shall engage in active participation in Union affairs of this unit or serve in a role of leadership of the unit such as: serving as a delegate or representative, serving on negotiating or other Union committees, or participating in other similar activities to the interest of the unit.

For current Union members and those who choose to join the Union, the Employer shall deduct each pay period all appropriate Union dues and fees uniformly levied and shall continue to do so until notified by the Union or employee to stop such dues collection. The

Employer shall transfer amounts deducted to the Union. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

Whichever party (Employer or Union) that receives the original Authorization for Payroll Deduction from the employee, shall provide an electronic or hard copy of the authorization to the other party within ten (10) days of the employee executing the document.

Indemnification and Hold Harmless: The Union agrees to indemnify and hold the Employer harmless for any action taken, including terminating an employee at the Union's request, for the purpose of complying with this Article.

ARTICLE 3 – UNION-MANAGEMENT RELATIONS

Section 1 All collective bargaining with respect to wages, hours, and working conditions and other conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. Agreement reached between the parties to this contract shall become effective when signed by authorized representatives of the Employer and of the Union unless otherwise indicated. Should there be any conflict between City rules, regulations, or policy and this Agreement, this Agreement shall prevail.

Section 2 The Employer and the Union agree to establish a Labor/Management Committee composed of two (2) representatives from each side. The purpose of this committee shall be to resolve issues and to provide a forum for an exchange of ideas. The committee shall meet quarterly or as needed and shall establish an agenda for each meeting prior to the meeting. Each side shall determine a co-chair, and the meeting shall be chaired alternately between the two. The committee will operate on the principles of consensus, and shall publish joint minutes of each meeting. The committee shall not have the authority to alter or interpret this Agreement, nor shall it substitute for the grievance procedure.

ARTICLE 4 – NON-DISCRIMINATION

The Employer and the Union agree that they will not unlawfully discriminate against any employee by reason of race, color, creed, national origin, disability, sex, age, marital and family status, sexual orientation, genetic information or religion, as long as the employee is capable of meeting the job requirements. Sexual harassment shall be considered discrimination under this Article. The City's regulations related to Domestic Partners shall apply to those provisions of this Agreement where applicable.

The Employer agrees to take corrective action including discipline to assure that conduct in violation of this Article is remedied and that such discrimination does not continue. Reprisal against a grievant or witness for a grievant is prohibited.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the

Employer or any Employer representatives against any employee because of Union membership or because of any legal employee activity on behalf of the Union.

ARTICLE 5 – MANAGEMENT RIGHTS

Except as abridged or modified by this Agreement and except as indicated by State and Federal law, Management retains all rights granted by law to operate and manage the functions of the City, to control, direct, and schedule its operations and work force and to make any and all decisions affecting such operations, whether or not specifically mentioned herein and whether or not heretofore exercised. Such prerogatives shall include but not be limited to the sole and exclusive right to hire, terminate, promote, layoff, assign, classify, evaluate, transfer, suspend, discharge, and discipline employees, select and determine the number of employees, including the number assigned any particular work, increase or decrease that number, direct and schedule the work force, determine the location and type of operation, determine the schedule when overtime shall be worked, install or move equipment, determine the methods, procedures, materials, and operations to be utilized or to discontinue their performance.

ARTICLE 6 – GRIEVANCE PROCEDURE

A grievance shall mean a dispute arising during the term of this Agreement involving the interpretation or application of the provisions of this Agreement. “Grievant” means an employee, a group of employees, or the Union having a grievance.

Step One — Immediate Supervisor/Division Head

A determined effort shall be made by all parties to resolve differences at the lowest possible level. An employee who thinks they are aggrieved shall discuss the facts with the immediate supervisor and attempt to resolve their issue. If unresolved, the employee or Union shall present their grievance in writing to the Division Head or Jail Manager within fifteen (15) calendar days of the occurrence or the date when the employee reasonably should have known of the occurrence which gave rise to the grievance. The Division Head/Jail Manager shall attempt to resolve the issue and shall respond within seven (7) calendar days after receipt of the grievance.

Step Two — Police Chief

If the parties are unable to resolve the grievance in Step One above, the grievance shall be submitted in writing to the Police Chief within fifteen (15) calendar days of the Division Head’s/Jail Manager’s response or failure to respond. The written notice shall contain the factual allegations surrounding the occurrence, specific provision(s) of the contract violated, the proposed remedy sought by the grievant, and reasons for dissatisfaction with the Division Head’s/Jail Manager’s solution. The Police Chief may meet with the parties and shall reply in writing within fifteen (15) calendar days after receipt of the written grievance.

Step Three — City Manager

If the parties are unable to resolve the grievance in Step Two above, the grievance and all supporting documentation and information shall be submitted to the City Manager within fifteen (15) calendar days of the receipt of the Chief's response. The City Manager may meet with the grievant and the Union, and shall respond in writing with a decision within fifteen (15) calendar days of said meeting.

Step Four — Arbitration

If the employee is not satisfied with the response at Step Three, the Union may, within fifteen (15) calendar days of receipt of the answer at Step Three, request arbitration. If the parties are not able to mutually agree upon an arbitrator (including agreeing to request that a PERC arbitrator be assigned) the Union shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS), limited to our sub-region and accepting only arbitrators who are member of the Nation Arbitration Association. The parties shall alternately strike names from the list, a coin flip determining which party strikes the first name. The last remaining arbitrator on the list shall be requested to hear the grievance.

Each party shall be responsible for compensating its own witnesses and attorneys if utilized. The arbitrator's findings shall be final and binding on the parties. Costs of the arbitrator (and recording fees if mutually agreed) shall be shared equally by the parties.

Time Limits The time limits expressed throughout this procedure may be waived or extended by mutual agreement of the parties in writing. The steps in the grievance procedure may be eliminated by mutual consent. Failure on the part of the Employer to respond within the prescribed time limits shall allow the processing of the grievance at the next appropriate step. Should the employee or the Union fail to take a grievance to the next step within the prescribed time limits, the grievance shall be deemed abandoned.

The decision of the arbitrator shall be rendered within thirty (30) days, unless mutually extended. The arbitrator shall have no authority to make a decision contrary or inconsistent with or modifying in any way the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 7 – HOURS OF WORK

- A. Employees who are employed in Regular positions (to include those funded by Project Funds) are eligible to participate in benefit programs provided their position is budgeted for a half-time (.5 FTE) position and the employee works at least twenty (20) hours per week. Employees whose positions are budgeted for less than forty (40) hours per week will be eligible for benefit programs on a pro-rata basis according to the number of hours budgeted, subject to limitations imposed by external authorities such as insurance carriers and the State Department of Retirement Systems (DRS).

- B. Benefits will be provided to part-time employees who are budgeted for and are regularly scheduled for less than twenty (20) hours per week, when an assignment causes them to work more than twenty (20) hours per week for thirty (30) days or more. Benefit programs eligibility would begin the first of the month following the increase of hours and will continue while employee is regularly scheduled to work over twenty (20) hours per week. Benefits will be provided on a pro-rata basis and are subject to limitations imposed by external authorities such as insurance carriers and the State Department of Retirement Systems.

Section 1 Corrections Staff

- A. Work Schedules – In order to meet the staffing needs of the jail, flexible work schedules may be utilized. The length of the work day will be between eight (8) and eleven (11) hours on three (3) to five (5) day flexible work weeks depending on the annual hours scheduled. The regular work day for Corrections Officers shall be ten hours and forty minutes, excluding Jail Sergeant and MLO assignment, however, for any Corrections Officer or Jail Sergeant hired or promoted after April 1, 2016, the Support Administrator or designee, shall be able to change their shift to a 12 hour shift with 30 days’ notice. The parties agree that they will meet and confer about the schedules before the 12 hour schedules are implemented, but if they cannot agree, Support Administrator or designee retains the ultimate authority to implement the schedule that they believes will best serve the purposes of the City. Additionally, the employer will consider any request by current corrections officers or sergeants to change to the 12 hour shift once such shift is implemented. The average scheduled weekly hours of duty in any year shall not exceed an average of forty hours per week, except for those corrections officers and sergeants covered by the 12 hour shift language. The employer agrees to comply with FLSA regarding hours worked. Starting and ending hours will vary depending on the work schedule to be set by the Employer in consultation with the employees. The employer recognizes that there are currently five (5) regular shifts (plus additional designated shifts for the Medical Liaison Officer (MLO) and Jail Sergeant) however that may change based on the agreed upon language above. Any hours worked in addition to an employee’s regularly scheduled hours shall be paid at the overtime rate. Mandatory in-service training day shall be a nine (9) hour day, however, for the purpose of travel time, travel time for the mandatory in-service training day shall not be paid as overtime until the employee has worked 10.67 hours.
- B. Work Periods – The work week shall be in conformance with the 7(k) exemption of the FLSA and shall be two work periods per month. Work schedules may be adjusted with two (2) weeks notice to the employee, provided that changes occur after the employee’s regular days off, or overtime is paid for hours worked outside of the original schedule in that cycle. Regularly scheduled days off may change during quarterly shift schedule changes, which may result in the employee working longer than five consecutive days. If this occurs over two different work periods, the number of workdays shall start over at the beginning of the new work period. Overtime will not be paid to employees for hours worked on the previous pay period’s days off if such overlap occurs.

- C. Rest and Meal Breaks – Meal and rest breaks are paid time during the workday. The Employer shall offer the mid-work day meal. Based upon staffing needs employees may be required to take all breaks on the Criminal Justice Center Site.
- D. Shift Differential – A shift differential of \$0.50 per hour shall be paid to employees who are scheduled to work an entire shift other than day shift. Day Shift is defined as Shift 1 (0500 – 1540) and Shift 2 (0740 – 1820).

When an employee is working their regularly scheduled shift in accordance with 7.1.D above, as it applies to Shift Differential, the employee will be compensated \$0.50 per hour for hours worked. The employer and the union agree that this does not apply to partial overtime shifts unless the employee is working the entire shift.

Section 2 Administrative Staff

A. Regardless of assignment, administrative staff are employees in the following classifications:

1. Program Assistant;
2. Secretary (Teamsters);
3. Computer Support Specialist;
4. Evidence Custodian;
5. Lead Worker;
6. Crime Analyst; and
7. Senior Program Specialist.

B. Work Day – The normal workday shall consist of eight (8) consecutive hours between the hours of 6:00 a.m. and 10:00 p.m. However, earlier or later starting times and ending times may be adopted. Such starting and ending times shall be set by the City, and shall not result in the application of the overtime provision, but shall be paid at the regular rate for eight (8) hours continuous work. The normal work week shall consist of five (5) consecutive days, Monday through Friday.

C. Alternative Work Schedules – Use of alternative work schedules are at the discretion of the City and may be denied, revised, or discontinued at any time based on the operational needs of the City. Use of alternative work periods will be reviewed to determine impact on City operations.

D. Rest and Meal Breaks – Employees shall be authorized one (1) fifteen (15) minute paid break, scheduled as near as possible to the middle of each half day shift, and a one (1) hour (one-half (1/2) hour if by mutual agreement) unpaid lunch break as near as possible to the middle of the shift.

Section 3 Provisions Applicable to Both Work Groups

A. Overtime – All overtime will be pre-approved by a supervisor. Any work performed after the employee’s regularly scheduled workday shall be paid at one and one-half (1 ½) times the regular rate of pay. Part time employees will be paid at one and one-half

(1 ½) times the regular rate of pay for all work performed after the equivalent of a full-time employees regularly scheduled work day. Employees who work a shift in excess of sixteen (16) consecutive hours shall be paid double time (2X) the regular rate of pay until such employee is off duty for at least nine (9) hours.

- B. Training Time – Travel time for non-mandatory training shall be compensated as time worked. When mandatory training occurs on an employee’s regularly scheduled days off, the employee shall be compensated at time and one-half (1 ½) for all hours, with a minimum of three (3) hours at the overtime rate.
- C. Call Back – The City agrees to pay a minimum of three (3) hours overtime at time and one-half (1 ½) the regular rate of pay to the employees called to return to work (unless the employee receives one (1) week notice and volunteers for a community event (e.g. shop with a cop, community conversations, national night out) in which case the employee will be compensated for actual time worked) after having left work and/or when called in to work when not on duty unless the time extends to the employee’s regular work shift or the employee is called back to rectify their own error.
- D. Telephone Calls –
 - 1. Employees who are contacted by telephone, while off duty, by a supervisor or designee shall be compensated for business related calls on one-half (1/2) hour increments. Employees assigned to day shift will be paid in one hour increments for business related calls received between 2200 (10:00 p.m.) and 0600 (6:00 a.m.). Employees assigned to graveyard shift will be paid in one (1) hour increments for business related calls during business hours (Monday – Friday, 0800 – 1700 hours). Telephone calls outside of the business hours shall be compensated in one-half (1/2) hour increments. The one (1) hour minimum applies only to calls received by employees as described above. It is not intended to cover shift swaps, overtime, etc. Examples are as follows:
 - a. A 5 minute call will receive thirty (30) minutes of overtime at 1 ½ pay.
 - b. A 35 minute call will receive one (1) hour of overtime at 1 ½ pay.
- E. Compensatory Time – Compensatory time earned may be used only on the days mutually agreed by the employee and the City. Compensatory time may accumulate to the maximum of one hundred six point seven (106.7) hours but will be cashed out to fifty-four (54) hours in the December 5 paycheck of each year. Compensatory time may be used, at the employee’s choice, for illness within the immediate family as defined in Article 10 – Sick Leave, Section 2C. Employees are able to cash out compensatory time at their discretion throughout the year.
- F. Standby Time: If the City determines there is a need to place employees on stand-by for an event or occasion, the City will post the date(s) and times employees are needed for stand-by duty. The City will first seek eligible employees who voluntarily agree to be on stand-by assignments. Employees on standby will provide the Employer a contact

phone number and will acknowledge within fifteen (15) minutes. Employees on stand-by duty will not be confined to a particular location so long as they can respond with their duty uniforms and equipment within sixty (60) minutes of being called. An employee assigned to stand-by duty shall receive four dollar per hour for stand-by pay.

ARTICLE 8 – HOLIDAYS

Section 1 The following days shall be recognized and observed as paid holidays.

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

In addition to the above listed holidays, each employee who has been employed by the City for at least six (6) months may select one (1) non-cumulative personal holiday each calendar year to be scheduled with mutual agreement. Part-time employees accrue holiday time in an amount equal to the proportion of hours normally worked. The floating holiday may be used, at the employee's choice, for illness within the immediate family as defined in Article 10 – Sick Leave, Section 2C.

Section 2 Corrections Officers and Sergeants Holiday pay shall be given in lieu of a day off for each recognized holiday. Holiday pay is calculated by dividing the yearly base salary by 2080 hours, then multiplying the result by eight (8) hours for the Jail Sergeant and Medical Liaison Officer. For Corrections Officers the formula is base pay divided by 2080 hours multiplied by ten and sixty-seven hundredths (10.67) hours. The stated multiplier numbers may, consistent with Section 5 and by mutual agreement between the parties be changed as needed when work schedules change.

Effective upon execution of this Agreement, employees whose shifts begin on the following designated holidays shall be paid at a rate of time and one-half (1 ½) rather than straight time for the entire shift: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, The Fourth of July, Labor Day, Veteran's Day, Thanksgiving, day after Thanksgiving, and Christmas. Employees who voluntarily swap an entire shift on one of the ten mentioned holidays with another employee who was scheduled to work, shall be paid at time and one-half (1 ½) pay. The employee originally scheduled to work shall receive regular holiday pay.

Holiday pay will be added to the employee's regular compensation during the pay period in which the holiday occurs with the exception of the personal holiday, which will be paid during the pay period taken. Correction staff shall have the ability to cash out their personal

holiday or take the day off in whichever pay period the employee prefers. Leave taken on scheduled holidays shall be charged against Vacation, Compensatory Time or Sick Leave. Vacation leave shall be given in accordance with Article 9 and sick leave in accordance with Article 10. The jail will observe holidays on the actual day of the holiday, with the exception of the Jail Sergeant and Medical Liaison Officer who shall observe holiday in accordance with the provisions contained in Section 3 below. Holidays may be taken as comp time up to the eighty (80) hour cap.

Part-time employees shall be compensated in proportion to the number of hours they work during the calendar month in which the holiday falls.

Section 3 Administrative Employees: Employees required to work on an established holiday shall be compensated at a rate of one and one-half (1 ½) time for all hours worked plus holiday pay.

All regular full-time employees shall receive their regular compensation for each holiday. Part-time employees shall be compensated in proportion to the number of hours they work during the calendar month in which the holiday falls. Holidays will be observed in accordance with the published City schedule. When a recognized and observed holiday falls on the regularly scheduled day off of an employee, that holiday will be the next regular, scheduled work day, or, by mutual agreement, the holiday may be the scheduled work day immediately preceding the holiday.

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

Section 4 For the purpose of computing overtime, all holiday hours compensated shall be regarded as hours worked.

Section 5 All full-time, regular non-exempt employees working an approved alternative work schedule shall have holiday pay calculated based on the number of hours normally scheduled to work on the day the holiday is observed. For example, an employee working a 4/10 schedule shall receive 10 hours of holiday pay. An employee working a 9/80 schedule shall receive nine hours of holiday pay if a holiday falls on a day the employee is scheduled to work nine hours, and eight hours of holiday pay if a holiday falls on a day an employee is regularly scheduled to work eight hours. Holiday pay for the non-cumulative personal holiday shall be determined by the regularly scheduled work hours of the day it is taken. This section does not apply to part-time employees.

ARTICLE 9 – VACATION

All regular employees shall accrue vacation in accordance with the following schedule.

<u>During Years of Service</u>	<u>Hours Annually</u>	<u>Number of Days (8 hr.)</u>	<u>Number of Days (10.40 hr.)</u>
1	96	12	9.23
2	108	13.5	10.38
3, 4, 5	120	15	11.53
6, 7, 8, 9	132	16.5	12.69
10, 11, 12	144	18	13.84
13, 14	156	19.5	15.00
15, 16, 17	168	21	16.15
18, 19	180	22.5	17.30
20, 21, 22	192	24	18.46
23, 24	204	25.5	19.61
25+	216	27	20.76

Maximum accrual is three hundred and twenty (320) hours or forty (40) eight (8) hour days.

Regular benefits-eligible employees shall accrue vacation leave in accordance with Article 7. Probationary employees shall accrue but cannot use vacation leave.

Accrued vacation shall be credited as earned vacation for each month of service in accordance with the schedule above.

Vacation scheduling shall be based upon seniority, provided, in the judgment of the supervisor the operational needs of the City can be met. Employees shall request vacations, which are for one week or more in duration through consultation with their supervisor as far in advance as possible, however employees must have the time requested (which can include anticipated vacation leave) on the books when making the request. Such requests are to be made preferably two (2) weeks ahead unless by mutual agreement or in cases of emergency. Should there be any conflict between employee requests, the more senior employee's request shall be granted if requested prior to March 1 of each calendar year. Employees shall be expected to continue to be cooperative in scheduling vacation.

Employees who have accrued the maximum amount of vacation leave shall not be precluded from exceeding that amount if they have requested and been denied the use of vacation leave, provided the denial is written and the supervisor is aware that the denial would result in the loss of vacation by the employee. If an employee is on sick leave on the date their accrual exceeds three hundred and twenty (320) hours or forty (40) eight (8) hour days, the employee shall be allowed to accrue in excess of that amount for the duration of that incident of sick leave use.

Vacation or Compensatory Time may be used, at the employee's choice, for illness within the immediate family as defined in Article 10 – Sick Leave, Section 2C.

All employees who separate from City service for any reason after the probationary period shall be paid for unused, accrued vacation leave up to a maximum of three hundred and twenty (320) hours or forty (40) eight (8) hour days.

ARTICLE 10 – SICK LEAVE

Section 1 Regular full-time employees shall accrue sick leave with pay at the rate of eight (8) hours of leave for each full month of continuous service. Any such leave accrued which is unused shall be accumulated for succeeding years for all regular full-time employees to a maximum of 960 hours.

Regular benefits-eligible employees shall accrue sick leave in accordance with Article 7.

Section 2 Sick leave with pay shall be granted for the following reasons:

- A. Personal illness or physical incapacity,
- B. Enforced quarantine of the employee by a physician,
- C. Illness within the immediate family (father, mother, spouse, brother, sister, children, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, and grandchildren, domestic partner, domestic partner's children, domestic partner's parents) of the employee requiring the employee's presence,
- D. Medical or dental treatment for the employee or within the immediate family of the employee, as defined above, requiring the employee's presence.
- E. Leave for self or qualifying family members in accordance with RCW 49.76 for victims of domestic violence, sexual assault or stalking.

If authorized leave is taken for the purposes defined in 2C above, the employee may charge this time to vacation, compensatory time, floating holiday, or sick leave. For all other authorized use of leave as defined in Section 2, the employee's sick leave accruals will be charged.

Section 3 An employee who intends to use sick leave shall notify the Employer via the method identified by the Employer for the respective work groups.

Section 4 Time off due to injury or illness after the employee has expended all leave, (sick leave, vacation and compensatory) shall be taken without pay.

Section 5 An employee may request from the City Manager a leave of absence without pay not to exceed twelve (12) months for a period of disability due to sickness or injury. A leave of absence without pay will not be granted until all accrued sick leave is exhausted.

However, the employee may hold over forty (40) hours of (non-shared) sick leave for use after leave of absence is completed.

Section 6 Upon the birth, complication from birth, or adoption of a child or children, employees will be eligible for benefits under the Family and Medical Leave Act (FMLA).

- A. City Policy and federal law govern FMLA benefits. Leave of absence without pay will not be granted until all accrued sick leave is exhausted. The total absence shall not exceed six (6) months (retain one (1) week).
- B. Upon the expiration of the leave of absence without pay, the employee shall return to the same position, or equivalent position if that position no longer exists, as was held by the employee prior to the leave of absence.
- C. During the parental leave as described in Section 6, the employer retains the right to ask the employee to consult with a physician to determine whether they may continue to work and for what period of time, and the employer shall receive such information and be entitled to have relevant questions answered.

Section 7 An employee may continue to purchase medical insurance through the City during sick leave without pay provided the City's insurance carrier permits such purchases. For employees on leave under Family and Medical Leave Act (FMLA) qualifying circumstances, the City will continue its medical coverage contribution for up to twelve (12) weeks inclusive of any sick leave. The City Policy and federal law govern FMLA benefits.

Section 8 If the City has reasonable grounds to believe sick leave is being abused, it may at its discretion require an employee to furnish substantiating evidence or a statement from a physician that the request for sick leave is justified. When an employee is returning to work from an extended illness or injury, the City may require a statement from a physician certifying that they are fit to return to work. Misuse of sick leave shall be grounds for disciplinary action.

Section 9 Nothing in this Article shall be interpreted as being contrary to the State "Paid Sick Leave law." See RCW 49.46. In the event of a conflict, State Law shall prevail.

Section 10 Management and the Union agree that either party may reopen this Article on July 1, 2019 to discuss the Union's proposed "sick leave cash out".

ARTICLE 11 – BEREAVEMENT LEAVE

Department heads shall grant regular full-time employees up to three (3) days of bereavement leave with pay in the event of a death in the employee's immediate family (father, mother, spouse, brother, sister, children, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, grandparents, step-parents, step-children, step-siblings, domestic partner, domestic partner's children, domestic partner's parents) or any individual

living in the employee's household. In extraordinary circumstances, additional time off may be requested and charged to sick leave or vacation.

In the event of the death of a member of the employee's family other than those set forth above, bereavement leave may be granted and such leave shall be charged against the employee's sick leave. If there is no sick leave available, the employee may use vacation leave with the permission of the Police Chief or leave without pay with the permission of the City Manager.

ARTICLE 12 – LEAVE OF ABSENCE

A regular employee may be granted non-medical leave of absence without pay for a period not to exceed twelve (12) months, by the City Manager, provided such leave can be scheduled without adversely affecting the operation of the City. All accrued but unused vacation must be used prior to the commencement of a leave of absence granted under this Article. See Article 10, Section 5 for medical leaves of absence.

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

No vacation or sick leave benefits or any other supplemental benefits shall accrue while an employee is on a leave of absence without pay; moreover, the employee's anniversary date will be adjusted by the length of the leave granted. The employee shall be allowed to continue insurance coverage through the City's plan by paying the premium, provided such coverage is permitted by the insurance carrier. Upon expiration of such regularly approved leave, the employee shall be reinstated in the position held at the time the leave was granted or to another equivalent position.

An employee who is reinstated to their position after authorized leave of absence without pay, shall be paid at the same step in the range for their class that they were receiving at the time the leave of absence began. Failure on the part of the employee to report for duty promptly at the expiration of such leave shall be regarded as voluntary resignation.

ARTICLE 13 – WORKERS' COMPENSATION

- A. Workers' Compensation shall be in accord with state law.
- B. Filing Requirement For absence resulting from a work-related injury or illness, an employee is required to notify their supervisor immediately and file an application for Worker's Compensation in accordance with state law.
- C. Compensation An employee receiving time loss compensation may elect any of the following with regard to additional compensation.

- (1) An employee may elect to receive only the time loss compensation available from the Workers' Compensation benefit.
- (2) An employee may elect to supplement time loss compensation with accrued sick leave, vacation pay and/or pay for compensatory time. Such leave may be used only to make up the difference between time loss compensation and the employee's regular salary.
- (3) Any overpayment, as a result of supplementing with sick leave, received by an employee, will be deducted from the employee's pay check(s) and the corresponding hours will be credited back to the employee's sick leave bank.

ARTICLE 14 – JURY DUTY

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

ARTICLE 15 – MILITARY LEAVE

The City recognizes its obligation under Federal and State law and City Policy, Leave, Section 4.4 Military Leave.

ARTICLE 16 – EDUCATIONAL OPPORTUNITIES

The parties agree that it is in their best interests to provide opportunities for employees to gain additional education in areas relating to their employment with the City. The City agrees to reimburse an employee for tuition expenses, subject to available City budget funds on a quarterly basis for Educational Assistance for such courses as may be approved in advance by the City Manager and in accordance with the City's Administrative Guidelines. The employee must submit proof of satisfactory completion of the course, and such proof shall be placed in the employee's personnel file.

Employees shall apply in writing through their department head for benefits contained in this Article.

ARTICLE 17 - MEDICAL, LIFE, VISION, DENTAL INSURANCE BENEFITS

For 2019-2021 Health and Welfare Benefits are available through the Association of Washington Cities (AWC) Benefit Trust are the Regence HealthFirst 250 Plan and Group Health \$20 Co-pay Plan.

The City will pay 95% of the cost of medical insurance for regular full time employees and 85% of the cost of medical insurance for employee spouse and dependents, for employees in Insurance Plan 1.

The City shall designate Medical Insurance Plan I for employees hired prior to January 1, 2013 and Plan 2 for employees hired on or after January 1, 2013. For Insurance Plan 2 the City will contribute 95% of the employee cost of the lowest base medical premium and 85% of the cost of the lowest base medical premium for spouse and dependents. The employee may elect either insurance option but the employee shall pay any cost in excess of the lowest base plan premium thru payroll deduction.

Employees who are currently in one of the insurance plans and opt-out of the City's Medical Insurance Plan shall receive \$250.00 per month in lieu of any City provided medical insurance benefits, provided Federal or State law allows. Any new hired full-time employee will be given the opportunity to opt-out of insurance coverage upon proof of insurance coverage. However, if a married employee couple (except for currently participating employees as of July 1, 2016) is covered by City insurance, neither employee may receive the \$250 opt out provision for refusing the City's insurance.

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

The following terms shall apply:

Section 1 Dental: The City agrees to pay the full family premium for Delta Dental Plan E and Orthodontia Plan 3. Employees who opt-out of the City's dental plan shall receive \$30.00 per month in lieu of any City provided dental plan, provided Federal or State law allows.

Section 2 Vision: The City will pay 100% of the premiums for regular full-time employees and dependents for the Vision Service Plan - \$25.00 Deductible, and the Orthodontia Plan III.

Section 3 Disability Plan: The City shall pay for a long-term disability plan providing, at a minimum, 50% base salary replacement (to a maximum of \$5,000 monthly salary) and a 180-day waiting period. The plan will offer employees a provision to "buy up" to enhance the benefit at their own expense.

Section 4 Life Insurance: The City agrees to provide life insurance coverage of twenty thousand (\$20,000.00) for each employee, one thousand dollars (\$1000) for a spouse and each dependent child, and to make available through payroll deduction additional life insurance coverage for spouses and dependents of employees.

Section 5 Regular Full-Time Employees: The above benefits and levels of coverage shall be applicable to all Regular employees in the bargaining unit in accordance with Article 7.

New employees shall be allowed one (1) week in which to determine which carrier's coverage they want.

Section 6 Regular Part-Time Employees: The City agrees to pay a prorated share of the premium cost of medical and 100% of dental, vision and orthodontia insurance for each regular part-time benefits eligible employee based on the authorized F.T.E. of the regular part-time employee's position. For example, a 0.50 F.T.E. regular part-time benefits eligible employee shall have half of their medical premium paid.

Section 7 Other: The City shall pay for Hepatitis A, B, DPT and tetanus inoculation for all employees potentially exposed to those diseases.

ARTICLE 18 -EMPLOYEE RECORDS, DISCIPLINE, DISCHARGE

Employee personnel records shall be considered confidential and as such shall be accessible to the employee concerned, the employee's supervisor, the Police Chief, other City officials as authorized by the City Manager, and the Union representatives as authorized by the employee. Personnel files shall contain only information directly relevant to the employee's employment with the City. Employees may examine the file and shall have the right to rebut in writing any items in the file.

Employees shall be disciplined and discharged only for just cause, and shall have the right to have a Union representative, i.e. Business Agent, and/or Shop Steward, present during disciplinary procedures except when an oral warning is being issued. In an internal investigation, Union representation shall not delay the initiation of the process for more than a reasonable period of time for travel purposes. However, depending on the severity of the issue, the City shall take into consideration the time of day, day of week, etc., in determining its urgency to schedule such investigatory meeting.

Where appropriate, disciplinary action shall be progressive and may include the following measures:

- A. Documented oral warnings to be issued in private for minor infractions. Supervisors should inform the employee that an oral warning is being given and that the employee is being given an opportunity to correct the condition. Such disciplinary action will not be made part of the employee's personnel file. Oral warnings are not subject to the grievance process, however, the validity of such warnings may be raised by the Union if relied upon by the employer in a future discipline for which a grievance is processed. Record of oral warnings shall be destroyed after the employee's next annual review/evaluation.
- B. Written warnings, which shall state definitely the problem to be remedied, and the expectations of the Employer of the steps the employee is to take to remedy it.
- C. Demotion to a lesser classification in the case of the Lead Workers.

- D. Suspension without pay.
- E. Dismissal or discharge.
- F. Suspension with pay may be utilized for purposes of investigation. Such investigation shall be conducted in as expedient a manner as practical.

ARTICLE 19 – PROBATION

Each new employee shall serve a probation period of six (6) months, except Corrections Officers, who shall serve a probationary period of twelve (12) months. Probationary employees shall not have access to the grievance procedure for Grievances related to disciplinary actions.

Time in a temporary position shall not be credited toward the probation period. No employee shall be employed as a temporary for longer than six (6) months.

ARTICLE 20 – LAYOFF, RECALL FROM LAYOFF, PROMOTION

The provisions of this Labor Agreement shall govern layoff and recall as provided for below. The City’s general policy on “Workforce Management Plan” will apply unless in conflict with this Agreement.

Section 1 Layoff

Should the Employer decide to reduce the work force, layoffs shall be made by inverse seniority, provided in the judgment of the City, the remaining senior employee is qualified to perform the required work. In making that assessment, the replacement employee will be given a reasonable probationary period (not to exceed six (6) months) to demonstrate their abilities in the new position. However, if the employee is not performing at an acceptable level, the employee will be laid off. The former laid off employee will be recalled, if available.

The Employer will give notice of at least thirty (30) days to the affected employee(s). No regular employee shall be laid off if there are any temporary or probationary employees doing bargaining unit work.

Section 2 Recall from Layoff

Any employee being laid off will be placed on a recall list. The list will be maintained for two years. It is the responsibility of the employee to keep the City informed of their current address and telephone number so that they can be notified in case of recall. If an employee fails to report for work within fifteen (15) working days from the date of recall, they will be considered to have voluntarily resigned and will be removed from the recall list. No temporary employees shall be hired to do bargaining unit work by the department while any regular employees are in layoff status.

Layoff is considered a separation from City service. Benefits and leave accruals will not accrue during layoff. The anniversary date will be adjusted.

Section 3 Promotion

- A. The Employer will consider candidates for promotion from within the bargaining unit before selecting employees from outside the bargaining unit. Vacancies will be posted for seven (7) working days.
- B. An employee who is promoted shall be placed at the closest step in the new range that provides at least a five percent (5%) increase in salary.
- C. The promotional probation period shall be six (6) months.
- D. If, during the promotional probationary period, the employee is not performing at an acceptable level, as reasonably determined by the City, the employee will be reinstated to the previous position and pay rate without appeal even though this may necessitate the layoff of the employee occupying the position. In such cases, the Employer will provide the employee with a written explanation of the employee's failure to perform at an acceptable level and successfully complete the probation.

A promoted employee may, during the promotional probationary period, request to be returned to their previous position, if open, or to a similar position. Similar means the same pay range and step as the employee's previous position.

ARTICLE 21 – SENIORITY

Employees in the bargaining unit shall accrue seniority from date of hire with the City into a position in the bargaining unit. Seniority shall be based on continuous service with the City within this bargaining unit including paid leave; however, seniority shall not be accrued while on layoff as per Article 21 and/or a requested non-medical leave of absence without pay per Article 10 and Article 13.

Employees rehired by the Employer (this does not apply to those returning from layoff) and/or returning to this bargaining unit, except as referenced as above, will be considered as new employees under this Agreement.

ARTICLE 22 – WAGES

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

Whenever an employee is assigned by the unit supervisor or a manager to perform all, or substantially all of the duties of another higher paid classification for a period of more than one full working day in a work week, the employee shall receive the greater of the lowest step of the higher pay range or a five percent (5%) increase for the entire period. Employees receiving the pay and performing the duties of a higher pay classification will be governed by that position's FLSA designation for the payment of overtime.

All regular pay checks will be directly deposited to the bank account of the employee's choice.

- B. Bilingual Pay: Employees shall receive a bilingual pay allowance of 3% added to their base pay when language skills have been confirmed by an agreed upon language specialist or such other method as the City shall reasonably determine. Bilingual pay for members having conversational proficiency in Spanish, Asian regional languages, Pacific Islander, Russian, Slavic regional languages, and Sign Language can qualify for this incentive.

ARTICLE 23 –WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND

Effective January 2019, based on December 2018 hours, the Employer agrees to pay into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit, the following amounts which are to be computed monthly:

Forty-three dollars and thirty-three cents (\$43.33) per month per employee who is compensated for a full calendar month (based upon straight time hours). Employees compensated for less than a full calendar month shall receive twenty-five cents (\$0.25) per straight time hour to a maximum of forty-three dollars and thirty-three cents (\$43.33).

It is understood by the parties that the total amount remitted (\$43.33 per month/\$0.25 per hour) by the Employer was partially funded via a pre-tax contribution by a payroll diversion of negotiated wages in an amount equal to twenty-two dollars and fifty-three cents (\$22.53 per month/\$0.13 per hour) for those employees compensated for a full month or \$0.13 per hour for those employees compensated for less than a full month.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

It is understood that if during the term of the agreement the bargaining unit wishes to increase the pension amount through an employee wage deferral, the parties shall meet to

discuss the matter, any agreed upon modifications shall be outlined in an amendment which shall be attached to and incorporated into this agreement.

ARTICLE 24 – UNIFORMS

Section 1 When required, the City will provide uniforms. Jail employees shall be provided with all equipment as defined by the City, including trouser belts. The City will pay each employee seven hundred dollars (\$700) for 2019 and 2020 and seven hundred fifty (\$750) for 2021 for dry cleaning of uniforms and purchase of specified footwear and undershirts divided into 2 semi-annual payments.

Section 2 All employees who are provided uniforms are required to wear them during duty hours, unless other attire is deemed more appropriate for the duties of the day. All employees are to keep their appearance in accordance with grooming standards developed by the Labor-Management Committee.

ARTICLE 25 – SAFETY COMMITTEE

Employees from this bargaining unit shall select one representative to participate on the Police Department Safety Committee.

ARTICLE 26 – RETIREMENT

- A. All employees in the bargaining unit shall be covered under the Public Employees Retirement System (PERS) or Public Safety Employee Retirement System (PSERS).
- B. Members shall be afforded the option to participate in the ICMA deferred compensation loan program. Members must follow the City's established guidelines and procedures for application, repayment, and terms. The City will observe all federal laws pertinent to this program. Members' failure to repay loan amounts and delinquency of loans could jeopardize the continued availability of the loan program and possibly the tax-exempt status of the entire plan. The IRS may amend/modify or eliminate the guidelines of the program at any time. Should the program be discontinued, any outstanding loans would continue but no future loans would be granted. The City reserves the right to cancel the loan program, for reasons to include, but not limited to: numerous defaults, delinquencies, or budgetary limitations of staff resources to administer the program.
- C. Members shall be afforded the option to participate in the City's Roth IRA.

ARTICLE 27 – PARKING

The parking spaces located behind the jail will be reserved for OPD and Criminal Justice employees and city-owned OPD and Criminal Justice Center vehicles only.

There will be eight (8) designated parking spaces for Teamsters members.

ARTICLE 28 – SUBCONTRACTING

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out and/or eliminate any work it deems necessary in the interests of efficiency, economy, improved work product, or emergency taking into consideration the effected employees. Nothing in this Agreement shall prevent the City from exercising its right concerning contracting out and/or eliminating any work or function performed by employees in this bargaining unit.

When a decision to subcontract would result in the loss of work and/or the layoff of bargaining unit employees, the City will notify the Union and give it an opportunity to discuss the issue of sub-contracting such work.

If the City's decision is to subcontract, then the City will notify the Union of the elimination and/or contracting of such work or functions and will bargain the impact of such action with the Union.

ARTICLE 29 – SAVINGS CLAUSE

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

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

ARTICLE 30 – NO STRIKE, NO LOCKOUT

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

In the event of unauthorized interruptions, the Union agrees it will join the City in requiring the members to return to work immediately. Upon failure, employees who engage in any of the foregoing actions shall be subject to disciplinary action, up to and including suspension or discharge. No individual shall receive any portion of their salary or benefits as provided by the City, while engaging in activities in violation of this Article.

The City shall not engage in or cause any lockout or interruption of work of its employees during the term of this Agreement.

ARTICLE 31 – ENTIRE AGREEMENT

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral or written statements shall add or supersede any of its provisions, unless mutually agreed upon by both parties and an amendment or revision to said article or section is properly adopted by the Union and the Employer.

The parties acknowledge that each has the unlimited right and opportunity to make proposals with the respect to any matter deemed a proper subject for a collective bargaining agreement. The results of this exercise of the rights are set forth in this Agreement, provided however, if any issue is mutually agreed upon, the parties to the Agreement may amend any article or section herein.

ARTICLE 32 – TERM OF AGREEMENT

Section 1 This Agreement shall become effective January 1, 2019 and shall remain in effect until December 31, 2021.

Section 2 Should either party wish to inaugurate collective bargaining discussion over changes they may wish to introduce into this Agreement, it is agreed that notice of such intent shall be mailed to the authorized parties’ signatory to the Agreement ninety (90) to sixty (60) days prior to the end of the final year of the contract.

SIGNED this _____ day of _____ 2019.

FOR THE UNION

FOR THE CITY

Darren L. O’Neil, Secretary-Treasurer

Steven R. Hall, City Manager

APPENDIX A – SALARY SCHEDULES

Effective January 1, 2019:

(Represents a two and one-half percent (2.5%) increase over 1/1/19 wages, an additional five 5% increase for Crime Analyst and an additional 1% increase for Sr. Program Assistant)

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	
Program Assistant Secretary	646	2,263.30	2,375.95	2,495.84	2,620.70	2,750.61	Semi
		4,526.60	4,751.90	4,991.69	5,241.39	5,501.22	Monthly
Correction Officer	650	2,479.81	2,602.46	2,732.67	2,870.11	3,014.04	Semi
		4,959.62	5,204.92	5,465.34	5,740.23	6,028.08	Monthly
Evidence Custodian	652	2,582.26	2,712.35	2,847.78	2,991.76	3,139.83	Semi
		5,164.52	5,424.69	5,695.56	5,983.52	6,297.66	Monthly
Lead Worker	654	2,658.39	2,789.15	2,928.46	3,075.53	3,228.91	Semi
		5,316.78	5,578.30	5,856.92	6,151.06	6,457.83	Monthly
Sr. Program Assistant	656	2,783.77	2,920.68	3,066.58	3,220.59	3,381.21	Semi
		5,567.54	5,841.37	6,133.16	5,441.17	6,762.43	Monthly
Computer Support Specialist	660	3,038.72	3,188.17	3,347.56	3,515.55	3,690.86	Semi
		6,077.43	6,376.34	6,695.12	7,031.09	7,381.73	Monthly
Crime Analyst	659	2,894.02	3,036.37	3,188.03	3,348.13	3,515.12	Semi
		5,788.03	6,072.73	6,376.07	6,696.27	7,030.24	Monthly
Jail Sergeant	664	3,202.57	3,362.73	3,530.85	3,707.39	3,892.77	Semi
		6,405.14	6,725.46	7,061.70	7,414.78	7,785.54	Monthly

Effective July 1, 2019:

(Represents a one percent (1.0%) increase)

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	
Program Assistant Secretary	646	2,285.94	2,399.72	2,520.81	2,646.91	2,778.12	Semi
		4,571.88	4,799.43	5,041.61	5,293.81	5,556.24	Monthly
Correction Officer	650	2,504.62	2,628.49	2,760.01	2,898.82	3,044.19	Semi
		5,009.23	5,256.98	5,520.01	5,797.64	6,088.37	Monthly
Evidence Custodian	652	2,608.09	2,739.48	2,876.26	3,021.68	3,171.23	Semi
		5,216.17	5,478.95	5,752.52	6,043.35	6,342.46	Monthly
Lead Worker	654	2,684.98	2,817.05	2,957.75	3,106.29	3,261.21	Semi
		5,369.95	5,634.10	5,915.49	6,121.58	6,522.41	Monthly
Sr. Program Assistant	656	2,811.61	2,949.89	3,097.25	3,252.80	3,415.03	Semi
		5,623.21	5,899.78	6,194.50	6,505.60	6,830.06	Monthly
Computer Support Specialist	660	3,069.11	3,220.06	3,381.04	3,550.71	3,727.78	Semi
		6,138.22	6,440.11	6,762.08	7,101.42	7,455.55	Monthly
Crime Analyst	659	2,922.97	3,066.74	3,219.92	3,381.62	3,550.28	Semi
		5,845.93	6,133.47	6,439.84	6,763.24	7,100.55	Monthly
Jail Sergeant	664	3,234.60	3,396.37	3,566.17	3,744.47	3,931.71	Semi
		6,469.20	6,792.73	7,132.34	7,488.94	7,863.41	Monthly

General Wage Increases:

Effective January 1, 2020: Employees will receive a salary increase of 90% of Seattle- CPI-U (based on 2019 July to June CPI figures) with a minimum increase of 1% and a maximum increase of 4% and a .5% increase in pay over and above the CPI increase.

Effective July 1, 2020: Employees will receive a .5% increase in pay.

Effective January 1, 2021: Employees will receive a salary increase of 90% of Seattle- CPI-U (based on 2019 July to June CPI figures) with a minimum increase of 1% and a maximum increase of 4% and a .5% increase in pay over and above the CPI increase.

Effective July 1, 2020: Employees will receive a .5% increase in pay.

Assignment Pay:

1% assignment pay for Correctional Officer(s) that are assigned, certified instructors.

Corrections Officers shall receive an additional 5% of base pay for assignment by a supervisor or manager as a, Field Training Officer, or Medical Liaison Officer.

A Corrections Officer will receive 5% assignment pay for each assignment held. Assignments may also be made so that no Corrections Officer holds more than one assignment at any time, depending on the operational needs of the City of Olympia and the Police Department.

Assignments may be of any duration, may be effective only during specific time periods, and may, if necessary for employee development and training purposes, be rotated on a regular or occasional basis between Corrections Officers.

Field Training Officer assignment will be made only when there is a probationary Corrections Officer on staff needing individual training and mentoring.

Assignments may be temporarily or permanently ended or discontinued for appropriate reasons, such as unsatisfactory performance by the assignee or if operationally they are no longer required.

Corrections Officers assigned as described above will receive written notification when assignments begin and end and copies of said notifications will be placed in employee files.

Corrections Officers will be eligible for assignment as a Medical Liaison Officer, , , and Field Training Officer upon successful completion of the required one year probationary period.

Assignments are not considered promotions and the methods, procedures, and standards used in determining if, how and when assignments are made are at the discretion of the City.

Jail Sergeant:

The Jail Sergeant is not eligible to receive Assignment Pay, as outlined above, except Jail Sergeants who are certified and assigned by the City to be instructors shall be entitled to one percent (1%) instructor pay for each month the Jail Sergeant is designed as an instructor provided the Jail Sergeant maintains certification.

The City reserves the right to select any qualified and otherwise acceptable candidate (internal or external) for Jail Supervisors hired after initial selection in 2004.

Education Incentives for Jail Sergeants:

BA/BS Degree ----- 2% of base salary
MA/MS Degree ----- 4% of base salary

Summary of Changes to Our CBA with the Teamsters

1. This is the successor agreement to our collective bargaining agreement (CBA) with the Teamsters that expired on December 31, 2018. This is a three year agreement that will end on December 31, 2021.
2. We made a variety of house-keeping changes such as changing all citations to the City's "Administrative Guidelines" to "City Policies" and making the agreement gender neutral. Many of the previous articles remained status quo.
3. In 2016, Teamsters elected to take a reduced salary increase (compared to the increases given to other city employees) for 3 years in order to maintain the health plan that was in place in 2015 rather than going to a new health plan. The 3 year (a total of 3%) reduction helped offset the cost of the prior healthcare plan when compared to the new health plan. The City never intended that the reduced salaries should be carried over past 2018, so the salary increases in this agreement reflect the gradual return of the 3% (not a return of lost money, but a return of %.) This means:
 4. The use of CPI eliminated the sales tax table that had been used in prior agreements to determine wage increases.
 5. Effective January 1, 2019, the Senior Program Specialist in the Union will receive a 1% increase in pay.
 6. Effective January 1, 2019, the Crime Analyst position will receive a 5% increase in pay.
 7. The parties agreed upon language to comply with the US Supreme Court decision in Janus about when Union dues have to be paid by employees.
 8. The parties agreed upon language covering the State "sick leave" law.
 9. The City agreed to provide an educational incentive for corrections sergeants of 2%/yr for a bachelor's degree and 4%/yr for a master's degree.
 10. The City agreed to increase the "uniform allowance" in 2021 by \$50/year.

**TEAMSTERS
ECONOMIC AGREEMENTS SUMMARY
January 7, 2019**

The City and the Union are currently negotiating the labor contract for the period January 1, 2019 – December 31, 2021. The following summarizes the proposed agreement:

	ITEM	AGREEMENT	ESTIMATED ANNUAL COST INCREASE
1	COLA + Add Pays	2019: 2.5% COLA 01/01/2019	\$ 29,794
		2019: 1% COLA 07/01/2019	\$ 16,242
		2019 TOTAL	\$ 46,036
		2020: 1% Min/4% Max Tied to CPI-U plus 0.50% COLA 01/01/2020	\$ 39,235
		2020: 0.50% COLA 07/01/2020	\$ 11,753
		2020 TOTAL	\$ 50,987
		2021: 1% Min/4% Max Tied to CPI-U plus 0.50% COLA 01/01/2020	\$ 42,091
		2021: 0.50% COLA 07/01/2021	\$ 12,128
		2021 TOTAL	\$ 54,219
		2	Payroll Taxes on Increases
2019: 07/01/2019	\$ 1,243		
2019 TOTAL	\$ 3,522		
2020: 01/01/2020	\$ 3,001		
2020: 07/01/2020	\$ 899		
2020 TOTAL	\$ 3,901		
2021: 01/01/2021	\$ 3,220		
2021: 07/01/2021	\$ 928		
2021 TOTAL	\$ 4,148		
3	Benefits		
		2019: 07/01/2019	\$ 4,647
		2019 TOTAL	\$ 13,388
		2020: 01/01/2020	\$ 11,162
		2020: 07/01/2020	\$ 3,288
		2020 TOTAL	\$ 14,449
		2021: 01/01/2021	\$ 12,423
		2021: 07/01/2021	\$ 3,397
		2021 TOTAL	\$ 15,820
		4	Uniform Cleaning Allowance
5	2019	TOTAL: As a percentage of annual payroll:	\$ 62,946 2.40%
6	2020	TOTAL: As a percentage of annual payroll:	\$ 69,337 2.53%
7	2021	TOTAL: As a percentage of annual payroll:	\$ 74,736 2.64%



City Council

Approval of an Ordinance Adopting the 2018 Engineering Design and Development Standards (EDDS) Update

Agenda Date: 1/15/2019
Agenda Item Number: 4.F
File Number: 18-1115

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

Title

Approval of an Ordinance Adopting the 2018 Engineering Design and Development Standards (EDDS) Update

Recommended Action

Committee Recommendation:

The Land Use and Environment Committee reviewed and concurred with the proposed updates to the 2018 EDDS.

City Manager Recommendation:

Move to approve the ordinance adopting amendments to the EDDS and related changes to the Olympia Municipal Code on second reading.

Report

Issue:

Whether to approve an ordinance adopting amendments to the EDDS and related changes to the Olympia Municipal Code.

Staff Contact:

Stephen Sperr, P.E., Assistant City Engineer, Public Works Engineering, 360.753.8739

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

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

Annually, the City reviews and updates the Engineering Design and Development Standards (EDDS) to address changes in regulations or standards, improve consistency with the Comprehensive Plan, and add clarity. The Land Use and Environment Committee reviewed the proposed changes on June 21 and November 15. A public hearing was held on December 11 on the proposed changes.

Neighborhood/Community Interests (if known):

Updated EDDS will ensure utility and transportation systems are constructed to meet the most current standards. Updates will also continue to move us toward the City's Comprehensive Plan goal of providing sustainable infrastructure.

Options:

1. Approve the ordinance adopting amendments to the EDDS and related changes to the Olympia Municipal Code on first reading and forward to second reading. The most recent standards for the City's utility and transportation systems will apply to development and Public Works projects.
2. Do not approve the ordinance adopting amendments to the EDDS and related changes to the Olympia Municipal Code until 2019. This option will result in potential conflicts in attempting to ensure that development impacts within the right-of-way are consistently addressed.

Financial Impact:

None of the proposed changes should result in notable increases to the costs of private development or Public Works projects.

Attachments:

- Ordinance
- [Link to the proposed EDDS changes](#)

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO INFRASTRUCTURE AND AMENDING CHAPTERS 4.04, 12.10, 12.20, 12.24, 12.36, 12.44, 12.60, and 12.64 OF THE OLYMPIA MUNICIPAL CODE AND ADOPTING THE 2018 ENGINEERING DESIGN AND DEVELOPMENT STANDARDS.

WHEREAS, the *Olympia Engineering Design and Development Standards* (EDDS) are periodically updated; and

WHEREAS, related City Code is amended simultaneously to update code provisions to be consistent with changes to the EDDS; and

WHEREAS, on December 11, 2018, a public hearing was held to consider and approve amendments to the EDDS; and

WHEREAS, this Ordinance is supported by the staff report and attachments associated with the Ordinance along with documents on file with the City of Olympia; and

WHEREAS, this Ordinance is consistent with the comprehensive plan; and

WHEREAS, the Department of Commerce received a copy pursuant to RCW 36.70A.106 on November 29, 2018; and

WHEREAS, a State Environmental Policy Act DNS was issued on December 24, 2018; and

WHEREAS, the amendments contained in this Ordinance are adopted pursuant to Article 11, Section 11, of the Washington State Constitution and any other legal applicable authority;

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

Section 1. Amendment of OMC Chapter 4.04. Olympia Municipal Code Chapter 4.04 is hereby amended to read as follows:

Chapter 4.04
ENGINEERING FEES

4.04.000 Chapter Contents

Sections:

4.04.010 Assessment of fees.

4.04.010 Assessment of fees

A. Commencing January 1, 2014, the following fee schedule shall be in full force and effect.

Application Type

Plan Check Fees**Engineering Fee Schedule**

Water Main Extension (For projects outside city limits, fees will increase by 25%)	\$452.00 + \$0.50 per linear foot or part thereof
Sewer Main Extension (For projects outside city limits, fees will increase by 25%)	\$452.00 + \$0.50 per linear foot or part thereof
Reclaimed Water Main or Service Extension	\$452.00 + \$0.50 per linear foot or part thereof
Streets	\$452.00 + \$0.50 per linear foot or part thereof
Curb and Sidewalk	\$452.00 + \$0.50 per linear foot or part thereof
Storm On-Site	\$600.00 + \$37.00 per Acre Gross Parcel Area
Storm Pipe	\$452.00 + \$0.50 per linear foot or part thereof
Street Lighting (For projects outside city limits, fees will increase by 25%)	\$452.00 + \$0.50 per linear foot or part thereof
Driveway: Commercial	\$678.00 each
STEP Sewer System: Commercial	\$1,355.00 each
Sewer Pump Station	\$1,355.00 each
On-Site Community Septic System (For projects outside city limits, fees will increase by 25%)	\$1,355.00 each
Traffic Signal	\$1,355.00 each
Solid Waste Pad and/or enclosure	\$350.00
Landscape Plan Review	\$450.00
Resubmittal Fee	50% of plan review fee starting with second resubmittal after the initial application

Application Type**Permit/Inspection Fees**

Single Family Residential Erosion Control Inspection (up to and including 5,000 sq ft)	\$205.00 each
Single Family Residential Erosion Control Inspection (5,001 to 20,000 sq ft)	\$255.00
Residential Subdivision and Commercial Site fee	
Erosion Control and LID Inspection (based on lot size) (new building sites only)	
5,001 – 20,000 sq ft	\$255.00

Application Type

Permit/Inspection Fees

20,001 – 40,000 sq ft	\$355.00
40,001 – 220,000 sq ft	\$455.00
Over 220,000 sq ft	\$575.00

*Note: Subdivision is based on total subdivision until all improvements are accepted by the City, then individual lot fees apply if a permit is being issued for work that disturbs ground or requires LID

Streets and/or Alleys	\$2.30 per linear foot or part thereof
Curb and/or <u>sidewalk</u>	\$2.30 per linear foot or part thereof
<u>Sidewalk Fee-in-lieu</u>	<u>City Engineer's estimate of actual cost</u>
Street lighting (For projects outside city limits, fees will increase by 25%)	\$1.60 per linear foot or part thereof
Driveways: Residential	\$158.00 each
Driveways: Commercial	\$788.00 each
Sanitary Sewer Main (For projects outside city limits, fees will increase by 25%)	\$3.10 per linear foot or part thereof plus \$1.00 per linear foot for Television Inspection
STEP Sewer System: Residential (For projects outside city limits, fees will increase by 25%)	\$509.00 each
STEP Sewer System: Commercial (For projects outside city limits, fees will increase by 25%)	\$1,019.00 each
Sewer Pump Station	\$1,019.00 each
On-Site Community Septic System (For projects outside city limits, fees will increase by 25%)	\$1,019.00 each
Sewer Lateral Connection at Main	\$368.00 each
Sewer Lateral Connection on Property	\$147.00 each
Storm Sewer Main	\$3.10 per linear foot or part thereof plus \$1.00 per linear foot for Television Inspection
Storm On-Site System	\$677.00 each
Water Main (For projects outside city limits, fees will increase by 25%)	\$3.10 per linear foot or part thereof
Water Connection (New)	\$200.00 each
Water Purity Sampling Test (Collected for second and	Actual Costs to be Assessed

Application Type

Permit/Inspection Fees

subsequent tests for the same system)

Water Main Shutdown (collected for second or subsequent request for the same system) Actual Costs to be Assessed

Reclaimed Water Main or Service Connection \$3.10 per linear foot or part thereof

Reclaimed Water Connection (new) \$200.00 each

Reclaimed Water Sampling Test (Collected for second and subsequent tests for the same system) Actual Costs to be Assessed

Reclaimed Water Main or Service Connection Shutdown (collected for second or subsequent request for the same system) Actual Costs to be Assessed

Traffic Signal \$1,575.00 each

Solid Waste Pad and/or enclosure \$250.00

Landscape \$375.00

Bicycle Parking \$125.00

Paving of Parking Lots (including re-paving) \$0.06 per square foot or part thereof

Right-of-Way Obstruction Permit (No Traffic Control Plan Required) \$184.00 each

Right-of-Way Obstruction Permit \$562.00 each

Right-of-Way Obstruction Permit (Traffic Control Plan Required, and on-site signage, cones, or flaggers needed)

Right-of-Way Excavation/Restoration (Completion Bond Required before Issuance of a Permit equal to 125% value of the work) \$184.00 each

Right-of-Way Vacation Request \$1,943.00 each

Latecomer Reimbursement Contract \$1,943.00 + 5% Administrative Fee (~~based on total cost of the contract~~5% of the reimbursement amount shall be deducted by the city for administrative fees each time the city collects a latecomer fee from a property owner within the reimbursement area)

UGA City Utility Availability Authorization \$175.00 each

Long Term Right-of-Way Use Authorization for Open \$420.00 per year

Application Type

Permit/Inspection Fees

Right-of-Way Use per Year

Street Closure Permit for Temporary Moving of Structures or Equipment \$850.00 each

Recording Fees for Bills of Sale, Easements, Deeds \$80.00

Recording Fees for Stormwater Maintenance Agreements \$115.00

Private Utilities

Private Utility (power, natural overhead, gas, telecommunications, CATV) (New development of systems):

New Short Plat – (2-9 Lots)

Plan Check: \$158.00

Permit Fees: \$26.00

New Long Plat – (10-25 Lots)

Plan Check: \$315.00

Permit Fees: \$53.00 + \$0.20 per linear foot or part thereof

New Long Plat – (26+ Lots)

Plan Check: \$525.00

Permit Fees: \$79.00 + \$0.20 per linear foot or part thereof

New Commercial:

Plan Check: \$315.00

Permit Fees: \$53.00

New R-O-W Utilities (New or Extension)

Plan Check: \$263.00 + \$0.9 per linear foot or part thereof

Permit Fees: \$26.00

Repair/Replace Existing

Plan Check: \$0.00

Permit Fees: \$26.00 +\$0.10 per linear foot or part thereof

New/Replace Pole: \$26.00 per Each

Resubmittal fees starting with second resubmittal after the initial application 50% plan check fees

Tree Protections and Replacement Ordinance Fee Schedule

Application Type

Permit/Inspection Fees

Tree Plan Review for New Commercial Development	\$1,575.00 each
Tree Plan Review for New Multi-family Residential Development	\$1,575.00 each
Tree Plan Review for New Subdivisions - 9 lots and less	\$525.00 each
Tree Plan Review for New Subdivisions - 10 lots and more	\$1,575.00 + \$26.00 per lot
Tree Plan Field Inspection for New Commercial Development	\$1,575.00 each
Tree Plan Field Inspection for New Multi-family Residential Development	\$1,575.00 each
Tree Plan Field Inspection for New Subdivisions - 9 lots and less	\$525.00 each
Tree Plan Review for New Subdivisions - 10 lots and more	\$1,575.00 +\$26.00 per lot
Tree Plan Review for Tree Trimming by Private Utility	\$210.00 + \$0.10 per linear foot, or part thereof, of project
Tree Plan Field Inspection for Tree Trimming by Private Utility	\$210.00+\$0.10 per linear foot, or part thereof, of project
Tree Conversion Option Harvest	\$150.00 per acre, or part thereof, to \$3,000.00 maximum
Technology Fee – applicable to all permits and plan review fees	3.9% of permit/plan review fee

Section 2. Amendment of OMC Chapter 12.10. Olympia Municipal Code Chapter 12.10 is hereby amended to read as follows:

**Chapter 12.10
OLYMPIA COMMUTE TRIP REDUCTION PLAN**

12.10.000 Chapter Contents

Sections:

- 12.10.010 Definitions.
- 12.10.020 Olympia Commute Trip Reduction Plan.
- 12.10.030 Commute Trip Reduction Coordinator.
- 12.10.040 Applicability and Notification.
- 12.10.050 Record Keeping.

- 12.10.060 Schedule and Process for Employee Commute Trip Reduction Reports.
- 12.10.070 Enforcement.
- 12.10.080 Exemptions and Goal Modifications.
- 12.10.090 Appeals.

12.10.010 Definitions

For the purpose of this Ordinance, the following definitions shall apply in the interpretation and enforcement of this Ordinance:

- A. "Affected Employee" means a full-time employee who begins ~~his or her~~ a regular work day at a single worksite covered by the Commute Trip Reduction Plan between 6:00 a.m. and 9:00 a.m. (inclusive) on 2 or more weekdays for at least 12 continuous months who is not an independent contractor. Seasonal agricultural employees, including seasonal employees of processors of agricultural products, are excluded from the count of affected employees.

- B. "Affected Employer" means an employer that employs one hundred (100) or more full-time employees at a single worksite covered by the Commute Trip Reduction Plan who are scheduled to begin their regular work day between 6:00 a.m. and 9:00 a.m. (inclusive) on 2 or more weekdays for at least 12 continuous months. Construction worksites, when the expected duration of the construction is less than two years, are excluded from this definition. (Also see definition of employer.)

- C. "Alternative Mode" means any means of commute transportation other than that in which the single-occupant motor vehicle is the dominant mode, including telecommuting and compressed work week schedules if they result in reducing commute trips.

- D. "Alternative Work Schedules" mean programs such as compressed work week schedules that eliminate work trips for affected employees.

- E. "Base year" means the 12-month period which commences when a major employer is determined by the jurisdiction to be participating within the CTR program. Olympia uses this 12-month period as the basis upon which it develops commute trip reduction goals.

- F. "Base year survey" or "baseline measurement" means the survey, during the base year, of employees at a major employer worksite to determine the drive-alone rate and vehicle miles traveled per employee at the worksite. The jurisdiction uses this measurement to develop commute trip reduction goals for the major employer. The baseline measurement must be implemented in a manner that meets the requirements specified by Olympia.

- G. "Carpool" means a motor vehicle, including a motorcycle, occupied by two to six people of at least 16 years of age traveling together for their commute trip, resulting in the reduction of a minimum of one motor vehicle commute trip.

- H. "Commute Trips" mean trips made from a worker's home to a worksite (inclusive) on weekdays.
- I. "CTR" is the abbreviation of Commute Trip Reduction.
- J. "CTR Program" means an employer's strategies to reduce employees' drive alone commutes and average VMT per employee.
- K. "Commute trip vehicle miles traveled per employee" means the sum of the individual vehicle commute trip lengths in miles over a set period divided by the number of full-time employees during that period.
- L. "Compressed Work Week" means an alternative work schedule, in accordance with employer policy, that regularly allows a full-time employee to eliminate at least 1 work day every 2 weeks by working longer hours during the remaining days, resulting in fewer commute trips by the employee. This definition is primarily intended to include weekly and bi-weekly arrangements, the most typical being four 10-hour days or 80 hours in 9 days, but may also include other arrangements.
- M. "Custom Bus/Buspool" means a commuter bus service arranged specifically to transport employees to work.
- N. "Dominant Mode" means the mode of travel used for the greatest distance of a commute trip.
- O. "Drive Alone" means a motor vehicle occupied by 1 employee for commute purposes, including a motorcycle.
- P. "Drive Alone Trips" means commute trips made by employees in single occupant vehicles.
- Q. "Employee Transportation Coordinator (ETC)" means a person who is designated as responsible for the development, implementation and monitoring of an employer's CTR program.
- R. "Employer" means a sole proprietorship, partnership, corporation, unincorporated association, cooperative, joint venture, agency, department, district, or other individual or entity, whether public, non-profit, or private, that employs workers.
- S. "Exemption" means a waiver from any or all CTR program requirements granted to an employer by Olympia based on unique conditions that apply to the employer or employment site.
- T. "Flex-Time" is an employer policy that provides work schedules allowing individual employees flexibility in choosing the start and end time but not the number of their working hours.
- U. "Full-Time Employee" means a person, other than an independent contractor, whose position is scheduled on a continuous basis for 52 weeks for an average of at least 35 hours per week.

V. "Good Faith Effort" means that an employer has met the minimum requirements identified in RCW 70.94.531 and this Ordinance, and is working collaboratively with Olympia to continue its existing CTR program or is developing and implementing program modifications likely to result in improvements to its CTR program over an agreed-upon length of time.

W. "Implementation" means active pursuit by an employer of the CTR goals of RCW 70.94.521-555 and this Ordinance as evidenced by appointment of an Employee Transportation Coordinator (ETC), distribution of information to employees regarding alternatives to drive alone commuting, and commencement of other measures according to its approved CTR program and schedule.

X. "A major employer" means a private or public employer, including state agencies, that employs 100 or more full-time employees at a single worksite who are scheduled to begin their regular work day between 6:00 a.m. and 9:00 a.m. on weekdays for at least 12 continuous months.

Y. "Major employer worksite" or "affected employer worksite" or "worksite" means the physical location occupied by a major employer, as determined by the local jurisdiction.

Z. "Major employment installation" means a military base or federal reservation, excluding tribal reservations, or other locations as designated by Olympia, at which there are 100 or more affected employees.

AA. "Mode" means the means of transportation used by employees, such as single-occupant motor vehicle, rideshare vehicle (carpool or vanpool), transit, ferry, bicycle, walking, compressed work week schedule and telecommuting.

BB. "Notice" means written communication delivered via the United States Postal Service with receipt deemed accepted 3 days following the day on which the notice was deposited with the Postal Service unless the third day falls on a weekend or legal holiday in which case the notice is deemed accepted the day after the weekend or legal holiday.

CC. "Peak Period" means the hours from 6:00 a.m. to 9:00 a.m. (inclusive), Monday through Friday, except legal holidays.

DD. "Peak Period Trip" means any commute trip that delivers the employee to begin ~~his or her~~ regular workday between 6:00 a.m. and 9:00 a.m. (inclusive), Monday through Friday, except legal holidays.

EE. "Proportion of Drive Alone Trips" or "Drive Alone Rate" means the number of commute trips over a set period made by employees in single occupancy vehicles divided by the number of potential trips taken by employees working during that period.

FF. "Ride Matching Service" means a system which assists in matching commuters for the purpose of commuting together.

GG. "Teleworking" or "Telecommuting" means the use of telephones, computers, or other similar technology to permit an employee to work from home, eliminating a commute trip, or to work from a work place closer to home, reducing the distance traveled in a commute trip by at least half.

HH. "Transit" means a multiple-occupant vehicle operated on a for-hire, shared-ride basis, including bus, passenger ferry, rail, shared-ride taxi, shuttle bus, or vanpool.

II. "Transportation Demand Management (TDM)" means a broad range of strategies that are primarily intended to reduce and reshape demand on the transportation system.

JJ. "Transportation Management Association (TMA)" means a group of employers or an association representing a group of employers in a defined geographic area. A TMA may represent employers within specific city limits or may have a sphere of influence that extends beyond city limits.

KK. "Vanpool" means a vehicle occupied by from 5 to 15 people traveling together for their commute trip, resulting in the reduction of a minimum of one motor vehicle trip.

LL. "Vehicle Miles Traveled (VMT) Per Employee" means the sum of the individual vehicle commute trip lengths in miles made by employees over a set period divided by the number of employees during that period.

MM. "Week" means a 7-day calendar period starting on Monday and continuing through Sunday.

NN. "Weekday" means any day of the week except Saturday or Sunday.

OO. "Writing," "Written," or "In Writing" means original signed and dated documents. Facsimile (fax) transmissions are a temporary notice of action that must be followed by the original signed and dated document via mail or delivery.

12.10.020 Olympia Commute Trip Reduction Plan

The CTR Plan for the City of Olympia is set forth in Exhibit A and is wholly incorporated herein by reference as the CTR Plan for the City of Olympia. The City of Olympia may contract with a firm or agency for the implementation of all or part of the CTR Plan. The adoption of the CTR Plan does not commit the City of Olympia to additional funding of the Plan's implementation.

12.10.030 Commute Trip Reduction Coordinator

The Public Works Director is authorized to designate a CTR Coordinator(s) who shall be in charge of implementing this Ordinance. The implementation and enforcement of this chapter and the CTR Plan is dependent on resources and budget appropriation.

12.10.040 Applicability and Notification

The provisions of this Ordinance shall apply to any affected employer within the geographic limits of the CTR Plan adopted in Section 12.10.020.

A. Notification of Applicability

1. In addition to Olympia's established public notification for adoption of an ordinance, a notice of availability of a summary of this Ordinance, a notice of the requirements and criteria for affected employers to comply with the ordinance, and subsequent revisions shall be published at least once in Olympia's official newspaper not more than 30 days after passage of this Ordinance or revisions.
2. Affected employers located in Olympia are to receive written notification that they are subject to this Ordinance. Such notice shall be addressed to the company's chief executive officer, senior official, CTR program manager, or registered agent at the worksite. Such notification shall provide 90 days for the affected employer to perform a baseline measurement consistent with the measurement requirements specified by Olympia.
3. Affected employers that, for whatever reason, do not receive notice within 30 days of passage of the ordinance and are either notified or identify themselves to Olympia within 90 days of the passage of the ordinance will be granted an extension to assure up to 90 days within which to perform a baseline measurement consistent with the measurement requirements specified by Olympia.
4. Affected employers that have not been identified or do not identify themselves within 90 days of the passage of the ordinance and do not perform a baseline measurement consistent with the measurement requirements specified by Olympia within 90 days from the passage of the ordinance are in violation of this Ordinance.
5. If an affected employer has already performed a baseline measurement, or an alternative acceptable to Olympia, under previous iterations of this Ordinance, the employer is not required to perform another baseline measurement.

B. Newly Affected Employers

1. Employers meeting the definition of "affected employer" in this Ordinance must identify themselves to Olympia within 90 days of either moving into the boundaries outlined in the CTR Plan adopted in Section 12.10.020 or growing in employment at a worksite to 100 or more affected employees. Employers who do not identify themselves within 90 days are in violation of this Ordinance.
2. Newly affected employers identified as such shall be given 90 days to perform a baseline measurement consistent with the measurement requirements specified by Olympia. Employers who do not perform a baseline measurement within 90 days of receiving written notification that they are subject to this Ordinance are in violation of this Ordinance.

3. Not more than 90 days after receiving written notification of the results of the baseline measurement, the newly affected employer shall develop and submit a CTR Program to Olympia. The program will be developed in consultation with the CTR Coordinator to be consistent with the goals of the CTR Plan adopted in Section 12.10.020. The program shall be implemented not more than 90 days after approval by Olympia. Employers who do not implement an approved CTR Program according to this schedule are in violation of this Ordinance and subject to the penalties outlined in Section 12.10.070.D below.

C. Change in Status as an Affected Employer

Any of the following changes in an employer's status will change the employer's CTR program requirements:

1. If an employer initially designated as an affected employer no longer employs 100 or more affected employees and expects not to employ 100 or more affected employees for the next 12 months, that employer is no longer an affected employer. It is the responsibility of the employer to notify Olympia that it is no longer an affected employer. The burden of proof lies with the employer.
2. If the same employer returns to the level of 100 or more affected employees within the same 12 months, that employer will be considered an affected employer for the entire 12 months and will be subject to the same program requirements as other affected employers.
3. If the same employer returns to the level of 100 or more affected employees 12 or more months after its change in status to an "unaffected" employer, that employer shall be treated as a newly affected employer and will be subject to the same program requirements as other newly affected employers.
4. This section only applies when the CTR Plan as approved in Section 12.10.020 designates the employer as affected based on location within the geographic limits of the plan. If the CTR Plan affects the employer based on a location within a Growth and Transportation Efficiency Center, and the employer meets the criteria laid out for that Center, then the Center's requirements will apply.

12.10.050 Record Keeping

Affected employers shall maintain a copy of their approved CTR Program Description and Report, their CTR Program Employee Questionnaire results, and all supporting documentation for the descriptions and assertions made in any CTR report to Olympia for a minimum of 48 months. Olympia and the employer shall agree on the record keeping requirements as part of the accepted CTR Program.

12.10.060 Schedule and Process for Employee Commute Trip Reduction Reports

A. Document Review

Olympia shall provide the employer with written notification if a CTR program is deemed unacceptable. The notification must give cause for any rejection. If the employer receives no written notification of extension of the review period of its CTR program or comment on the CTR program or annual report within 90 days of submission, the employer's program or annual report is deemed accepted. Olympia may extend the review period up to 90 days. The implementation date for the employer's CTR program will be extended an equivalent number of days.

B. Schedule

Upon review of an employer's initial CTR program, Olympia shall establish the employer's regular reporting date. This report will be provided in a form provided by Olympia.

C. Modification of CFR Program Elements

Any affected employer may submit a request to Olympia for modification of CTR requirements. Such request may be granted if one of the following conditions exist:

1. The employer can demonstrate it would be unable to comply with the CTR program elements for reasons beyond the control of the employer, or
2. The employer can demonstrate that compliance with the program elements would constitute an undue hardship.

Olympia may ask the employer to substitute a program element of similar trip reduction potential rather than grant the employer's request.

D. Extensions

An employer may request additional time to submit a CTR Program Description and Report, or to implement or modify a program. Such requests shall be via written notice at least 30 days before the due date for which the extension is being requested. Extensions not to exceed 90 days shall be considered for reasonable causes. Olympia shall grant or deny the employer's extension request by written notice within 10 working days of its receipt of the extension request. If there is no response issued to the employer, an extension is automatically granted for 30 days. Extensions shall not exempt an employer from any responsibility in meeting program goals. Extensions granted due to delays or difficulties with any program element(s) shall not be cause for discontinuing or failing to implement other program elements. An employer's regular reporting date shall not be adjusted permanently as a result of these extensions. An employer's annual reporting date may be extended at the discretion of Olympia.

E. Implementation of Employer's CTR Program

Unless extensions are granted, the employer shall implement its approved CTR program, including approved program modifications, not more than 90 days after receiving written notice from Olympia that the program has been approved or with the expiration of the program review period without receiving notice from Olympia.

12.10.070 Enforcement

A. Compliance

For purposes of this section, compliance shall mean:

1. Fully implementing in good faith all mandatory program elements as well as provisions in the approved CTR Program Description and Report;
2. Providing a complete CTR Program Description and Report on the regular reporting date; and
3. Distributing and collecting the CTR Program Employee Questionnaire during the scheduled survey time period.

B. Program Modification Criteria

The following criteria for achieving goals for VMT per employee and proportion of drive alone trips shall be applied in determining requirements for employer CTR program modifications:

1. If an employer meets either or both goals, the employer has satisfied the objectives of the CTR plan and will not be required to improve its CTR program;
2. If an employer makes a good faith effort, as defined in RCW 70.94.534(2) and this Ordinance, but has not met the applicable drive alone or VMT goal, no additional modifications are required.
3. If an employer fails to make a good faith effort as defined in RCW 70.94.534(2) and this Ordinance, and fails to meet the applicable drive alone or VMT reduction goal, Olympia shall direct the employer to revise its program within 30 days to come into compliance with the measures defined by RCW 70.94.534(2), including specific recommended program modifications. In response to the recommended modifications, the employer shall submit a revised CTR Program Description and Report, including the requested modifications or equivalent measures, within 30 days of receiving written notice to revise its program. Olympia shall review the revisions and notify the employer of acceptance or rejection of the revised program. If a revised program is not accepted, Olympia will send written notice to that effect to the employer within 30 days and, if necessary, require the employer to attend a conference with program review staff for the purpose of reaching a consensus on the required program. A final decision on the required program will be issued in writing by Olympia within 10 working days of the conference.

C. Violations

The following constitute violations if the deadlines established in this Ordinance are not met:

1. Failure to self identify as an affected employer;
2. Failure to perform a baseline measurement, including:
 - a. Employers notified or that have identified themselves to Olympia within 90 days of the ordinance being adopted and that do not perform a baseline measurement consistent with the requirements specified by Olympia within 90 days from the notification or self-identification;
 - b. Employers not identified or self-identified within 90 days of the ordinance being adopted and that do not perform a baseline measurement consistent with the requirements specified by Olympia within 90 days from the adoption of the ordinance;
3. Failure to develop and/or submit on time a complete CTR program;
4. Failure to implement an approved CTR program, unless the program elements that are carried out can be shown through quantifiable evidence to meet or exceed VMT and drive alone goals as specified in ordinance;
5. Submission of false or fraudulent data in response to survey requirements;
6. Failure to make a good faith effort, as defined in RCW 70.94.534 and this Ordinance; or
7. Failure to revise a CTR program as defined in RCW 70.94.534(4) and this Ordinance.

D. Penalties

No affected employer with an approved CTR program, which has made a good faith effort, may be held liable for failure to reach the applicable CTR program goal. Any affected employer violating any provision of this section shall be guilty of a civil infraction and subject to the imposition of civil penalties pursuant to RCW 7.80.

1. Whenever the CTR Coordinator makes a determination that an affected employer is in violation of this Ordinance, the CTR Coordinator shall issue a notice of civil infraction in accordance with RCW Chapter 7.80 as adopted or hereinafter amended.
2. Each infraction shall constitute a separate violation.
3. Each day that an affected employer is in violation shall constitute a separate violation.
4. Penalties will begin to accrue 15 days following the notice of civil infraction. In the event that an affected employer appeals the imposition of penalties, the penalties will not accrue during the appeals

process. Should the appeal be decided in favor of the appellant, all of the monetary penalties will be dismissed.

5. An affected employer shall not be liable for civil penalties if failure to implement an element of a CTR program was the result of an inability to reach agreement with a certified collective bargaining agent under applicable laws where the issue was raised by the employer and pursued in good faith. Unionized employers shall be presumed to act in good faith compliance if they:

a. Propose to a recognized union any provision of the employer's CTR program that is subject to bargaining as defined by the National Labor Relations Act; and

b. Advise the union of the existence of the statute and the mandates of the CTR program approved by the CTR Coordinator and advise the union that the proposal being made is necessary for compliance with state law (RCW 70.94.531).

6. Schedule of Penalties. The violation of any provision of this Ordinance is designated as a Class 2 Civil Infraction pursuant to RCW Chapter 7.80. Additional assessments may be imposed in accordance with RCW 3.62.090 and other applicable statutory requirements.

12.10.080 Exemptions and Goal Modifications

A. Worksite Exemptions

An affected employer may request Olympia to grant an exemption from all CTR program requirements or penalties for a particular worksite. The employer must demonstrate that it would experience undue hardship in complying with the requirements of the ordinance as a result of the characteristics of its business, its work force, or its location(s). An exemption may be granted if and only if the affected employer demonstrates that it faces extraordinary circumstances, such as bankruptcy, and is unable to implement any measures that could reduce the proportion of drive alone trips and VMT per employee. Exemptions may be granted by Olympia at any time based on written notice provided by the affected employer. The notice should clearly explain the conditions for which the affected employer is seeking an exemption from the requirements of the CTR program. Olympia shall grant or deny the request within 30 days of receipt of the request. Olympia shall review annually all employers receiving exemptions, and shall determine whether the exemption will be in effect during the following program year.

B. Employee Exemptions

Specific employees or groups of employees who are required to drive alone to work as a condition of employment may be exempted from a worksite's CTR program. Exemptions may also be granted for employees who work variable shifts throughout the year and who do not rotate as a group to identical shifts. Olympia will use the criteria identified in the CTR Board Administrative Guidelines to assess the validity of employee exemption requests. Olympia shall grant or deny the request within 30 days of receipt of the

request. Olympia shall review annually all employee exemption requests, and shall determine whether the exemption will be in effect during the following program year.

C. Modification of CTR Program Goals

1. An affected employer may request that the Olympia modify its CTR program goals. Such requests shall be filed in writing at least 60 days prior to the date the worksite is required to submit its program description or annual report. The goal modification request must clearly explain why the worksite is unable to achieve the applicable goal. The worksite must also demonstrate that it has implemented all of the elements contained in its approved CTR program.

2. The Olympia will review and grant or deny requests for goal modifications in accordance with procedures and criteria identified in the CTR Board Guidelines. (3) An employer may not request a modification of the applicable goals until one year after city/county approval of its initial program description or annual report.

12.10.090 Appeals

A. CTR Appeals Board. The CTR Coordinator is hereby authorized to develop procedures implementing an appeals process and establish a CTR Appeals Board to review such appeals. Such a board should be composed of both representatives of appropriate local jurisdictions and selected affected employers.

B. Appeals Process. Any affected employer may appeal administrative decisions regarding exemptions, goal modifications, program element modifications, and violations to a CTR Appeals Board. In the event of a violation, the affected employer shall be notified of the intent to impose penalties and the manner in which penalties may be appealed.

The appeal should be addressed to the CTR Coordinator which will refer the matter to the CTR Appeals Board.

The decision of the CTR Appeals Board is final. An affected employer may, within 30 days of the notice of final decision, appeal the CTR Appeals Board's decision to the Thurston County Superior Court.

Section 3. Amendment of OMC Chapter 12.20. Olympia Municipal Code Chapter 12.20 is hereby amended to read as follows:

Chapter 12.20
STREET EXCAVATIONS

12.20.000 Chapter Contents

Sections:

12.20.010 Definitions.

- 12.20.020 Disturbance of public property--Permit required--Emergency excavation.
- 12.20.030 Permit--Application filing requirements.
- 12.20.040 Permit--Conditions of issuance--Contents.
- 12.20.050 Fees for permits.
- 12.20.060 Bond may be required--Insurance requirements --Compliance with state law.
- 12.20.070 Notice for commencement--Notice for inspection.
- 12.20.080 Devices for warning public.
- 12.20.090 Safety provisions to be observed.
- 12.20.100 State safety standards and regulations adopted--Interpretation in case of conflict.
- 12.20.120 Pedestrian and vehicular crossings.
- 12.20.130 Interference with utilities--Protection of apparatus.
- 12.20.140 Vacant.
- 12.20.150 Maintenance of postal service.
- 12.20.160 Monuments not to be disturbed without authorization.
- 12.20.170 Damage to existing improvements.
- 12.20.180 Property lines and easement limits.
- 12.20.190 Excavated soil.
- 12.20.200 Fire apparatus to be unimpeded.
- 12.20.210 Vacant.
- 12.20.220 Cleaning area after construction.
- 12.20.230 Snow and ice removal.
- 12.20.240 Sanitary facilities.
- 12.20.250 Pipe trenches.
- 12.20.260 Removal of water from trenches.
- 12.20.270 Excavations through pavement – New pavement cut prohibition – Pavement restoration fee.
- 12.20.280 Tunnels under pavement--Pipe casings.
- 12.20.290 Compacting of backfill.
- 12.20.300 Restoration of roadway surfaces – Temporary and Permanent.
- 12.20.310 Restoration by city engineer upon default.
- 12.20.320 Plans of use of subsurface street space.
- 12.20.330 Location of utilities.
- 12.20.340 Nuisances designated--Abatement.
- 12.20.350 Applicability of chapter to private utilities.
- 12.20.365 Violations -- Misdemeanor -- Gross Misdemeanor -- Civil Infraction.

12.20.010 Definitions

The following definitions are provided for the sole purpose of proper interpretation and administration of this chapter:

- A. "City engineer" means the city engineer or his~~a~~ duly authorized representative of the city engineer.

- B. "Construction" or "construct" means constructing, laying, maintaining, testing, operating, extending, renewing, removing, replacing, repairing and using any utility system or portion thereof.
- C. "Distribution system and/or lines" used either in the singular or plural means and includes pipes, conduits, poles and wires, sewer, stormwater and water pipe lines, mains, laterals, feeders, regulators, meters, fixtures, connections and all attachments, appurtenances and appliances necessary and incidental thereto, or in any way appertaining to utilities.
- D. "Maintenance," "maintaining" and/or "maintained" means and includes the relaying, repairing, replacing, examining, testing, inspecting, removing, digging, excavating and restoring operations incidental thereto.
- E. "Permittee" means any person, company, partnership or corporation or its successors and assigns who has applied for or holds a permit from the city to construct, lay, maintain and operate over, across, upon, along and under the present and future streets, alleys, sidewalks, curbs, roads, highways, thoroughfares, parkways, bridges, viaducts, public property, public improvements and other places in the city, a system of pipes, pipelines, water mains, power conduits, underground or overhead wiring, gas mains, laterals, conduits, feeders, regulators, meters, fixtures, connections and attachments, appurtenances and appliances incidental thereto or in any way appertaining thereto.
- F. "Person" means any person, firm, association or corporation.
- G. "Public property" means and includes public right-of-way, streets, alleys, sidewalks, curbs, roads, highways, avenues, thoroughfares, parkways, bridges, viaducts, public grounds, public improvements and other public places within the present and/or future corporate limits of the city.
- H. "Roadway" means a paved, improved street or proper driving portion of a public rights-of-way designed or ordinarily used for vehicular travel.
- I. "Standard Specifications" means the current edition of the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction, including all supplements, appendices, and all subsequent additions.
- J. "Utility" or "utility system" means any gas, oil, water, sewer, stormwater, light, power, telephone, telecommunications, television, steam, burglar alarm, distribution system, pipes or pipelines, conduits, poles and wires or other facilities necessary or appertaining thereto, and railroads, both public and private, and whether operating under a franchise or not.

12.20.020 Disturbance of public property –Permit required –Emergency excavation

It is unlawful for any person to place any poles or wires upon or above, or any ducts, conduits or wires below the surface of any public properties, to dig up, break, excavate, tunnel, undermine, cut or in any way obstruct or disturb any public properties in the city, or to fill in, place or leave or deposit in or upon any public

properties any earth, refuse, gravel, rock or other material or thing tending to obstruct, disturb or interfere with the free use of the same for the installation and/or maintenance of a utility system, or portion thereof, or for the purpose of making a utility connection with any premises without having first obtained a permit, or without complying with the provisions of this chapter, or at variance to the terms of any such permit; provided, however, that in case of an emergency arising out of office hours, when an immediate excavation may be necessary for the protection of public or private property, the same shall be reported to the police department, and the necessary excavation may be made upon the express condition that an application be made in the manner provided in this chapter on or before noon of the next following business day.

12.20.030 Permit –Application filing requirements

An application for permit shall be filed in duplicate in the office of the city engineer on such forms as are specified by the city engineer and shall be accompanied by a detailed plan, specifications and profiles of such size and such scale as may be prescribed by the city engineer of pipes or mains and fixtures to be laid or installed underneath public properties, which shall show the centerline of the street or alley, and in relation thereto the position, location and depth of the distribution system, the height of the proposed work, the pipes or mains intended to be laid, the size of the pipes or mains, the location of the manholes leading to the pipes or mains, if any, and the depth of the pipes or mains from the surface, and such other information as he may be required. The permittee, its successors and assigns, shall amend the plans, specifications and profiles in accordance with the orders of the city engineer, before the city issues the permit and before the permittee commences construction or the laying of any pipes or mains, or the construction of any overhead utility service. The permittee shall advise the city engineer in writing of the plan of the excavation, obstruction or other thing desired to be done or constructed, the size thereof, the purpose therefor, the public property to be so excavated and/or obstructed, together with a full description of the nature of such work, the name of the person, firm or corporation for whom or which the work is being done. Whenever additional improvements or extensions are made, additional plans, specifications and profiles shall be filed with the city in the same manner as required above. The application shall contain an agreement that the applicant will comply with all ordinances and laws relating to the work to be done and that no openings shall be made or obstruction erected until necessary fittings and materials are available and on hand to complete the work.

Each application for a permit shall state the length of time it is estimated will elapse from the commencement of the work until the restoration of the surface of the ground or until the refill is made ready for the surface to be put on by the city if the city restores such surface. It is unlawful to fail to comply with this time limitation unless permission for an extension of time is granted by the city engineer. If an extension of time is needed to complete the work beyond the time originally prescribed, a new application for a permit must be filed, and when the application therefor is signed by the city engineer, it shall constitute the permit, provided the bond and insurance is extended for the period of the extension granted.

12.20.040 Permit –Conditions of issuance –Contents

If, after examining such application and map, plans and specifications, the city engineer approves the same and the bond and a workmen's compensation insurance certificate, if required, are filed, a permit may be

issued therefor. Such permit shall specify the name and location of the public properties in front of, through, over, under or near which such acts are to be performed or done, together with a description of the proposed work or acts to be done under such permit, and the length of time allowed for the completion thereof. The permit shall require the repairing and restoring to as good or better condition and in compliance with the conditions and specifications of this chapter, of whatever portion of the public properties and/or private properties that may be obstructed, disturbed or affected in any way within a specified time. The acts and work authorized and/or required under such permit shall at all times be under the supervision and control of the city engineer, or persons acting under the city engineer's direction, but at the expense of the person procuring such permit.

The city engineer may defer the granting of the permit provided for above until such time as deemed proper in all cases in which the public properties where the work desired to be done are occupied or about to be occupied in any work by the city or by some other person having a right to use the same in such manner as to render it seriously inconvenient to the public to permit any further obstruction thereof at such time. The city engineer may in granting such permit so regulate the manner of doing such work as shall cause the least inconvenience to the public in the use of such public properties, and in all cases any work of the city or its contractors or employees shall have precedence over all work of every kind.

12.20.050 Fees for permits

A. Fees for such permits shall be as set forth in Title 4 of this code. The fees as set forth in Title 4 of this code shall apply to excavations made by all private utility companies for utility projects, including natural gas, telephone, power, light and telecommunications.

12.20.060 Bond may be required –Insurance requirements –Compliance with the state law

A. Before the issuance of any permit, permittee shall furnish to the city a bond to insure performance of the permittee's obligations under this chapter. The amount of such bond may be varied from time to time in accordance with the size of the project, or may be entirely excused in case of excavations of a minor nature. Such bond shall be in a form to be approved by the city attorney, and with a surety approved, conditioned that the permittee will comply with all the provisions of this chapter, and that the permittee will keep and save harmless the city from any and all claims, liabilities, judgments, costs, casualties, accidents or damages and expenses arising from any negligence of such permittee on account of any act which the permittee may do or suffer to be done, or omission of the permittee in the performance of the work under the permit, or which may be done by any of the city engineer's agents, servants or employees, or which may arise from any of the city engineer's agents, servants or employees, or which may arise from any negligence of the aforementioned, or in any event in obstructing or in any way disturbing any private or public properties, or by reason of the violation of any of the provisions of this chapter; provided, that the bond shall be required of electric and telephone utilities only when they place wire underground. The permittee shall also indemnify and save harmless the city from all suits and actions of every description brought against the city for or on account of any injuries or damages received or sustained by any person by reason of failure to erect and maintain the required guards, barricades or signals; provided further, that in case the act or acts permitted under such

permit necessitate for any purpose the cutting into or under any public properties in the city, the bond shall be conditioned that the person, firm or corporation applying for and acting under the permit shall replace the portion thereof affected thereby, and shall restore the same at its expense to as good or better condition within the time specified by the city engineer; and further conditioned that the permittee will maintain such public properties so restored for a period of two years from and after such restoration. Settlement within the two-year period mentioned in this section shall be considered conclusive evidence of defective backfilling by the permittee. Acceptance of the work and the release of the same shall not prevent the city from making claim against the permittee for any uncompleted or defective work, if the same is discovered within two years from the date of such release. The fact that an inspector was present during the progress of any construction shall not relieve the permittee from responsibility for defects discovered after completion of the work.

B. The permittee shall also maintain in full force and effect, with an insurance company satisfactory to the city, public liability and property damage insurance meeting the requirements and minimum dollar limits listed in Section 1-07.18 of the Standard Specifications and RCW 48.05.

12.20.070 Notice of commencement –Notice for inspection

The permittee shall give a minimum of twenty-four hour notice to the city, requesting an inspection of the permitted work using the City's permit management software, before it makes any opening in public properties for installations in excess of one hundred feet and two hours' notice of any other openings in public property. At least two hours ~~Before~~ it commences to backfill any opening of public properties, ~~it~~ the permittee shall give ~~two hour notice to, and obtain approval from~~ the city engineer ~~and obtain his approval.~~

Any delay in giving notice to the officials as required herein shall render the permittee liable to a penalty as set forth in Title 4 of this code, and the permittee shall also be liable for all damages done or suffered by the city or any person, firm or corporation caused by such delay, and the bond provided for in this chapter shall stand as security for such penalty and damages.

12.20.080 Devices for warning public

In case any public property shall be dug up, excavated, undermined, cut, disturbed, or obstructed, or any obstruction placed thereon, the persons, firm, or corporation causing the same shall adhere to all the requirements set forth in Section 1-10, Temporary Traffic Control, of the Standard Specifications.

12.20.090 Safety provisions to be observed

Precaution shall be exercised at all times for the protection of persons (including employees) and property. All safety provisions of applicable state laws, standards, and rules and regulations and city ordinances, including building and construction codes as hereafter revised and/or amended shall be observed.

12.20.100 State safety standards and regulations adopted –Interpretation in case of conflict

The following are adopted by reference: The Safety Standards and Rules and Regulations of the State Department of Labor and Industries, as existing as of the date of the ordinance codified in this chapter; provided, however, that in the event any of the provisions of this chapter conflict with any other provisions of this chapter, with any other ordinances of the city, with the standards embodied in state and federal laws and rules and regulations, the provisions containing the highest standards shall be observed.

12.20.120 Pedestrian and vehicular crossings

To address pedestrian, vehicle and bicycle safety to, through and adjacent to the work zone, the permittee shall adhere to all the requirements set forth in Section 1-10 of the Standard Specifications.

12.20.130 Interference with utilities –Protection of apparatus

A. The permittee shall not interfere with any existing utility without the consent of the city engineer and the utility involved. If it becomes necessary to move an existing utility, this shall be done by the utility charged with the operation of the same, at the expense of the permittee. Whenever the permittee's existing utility, occupying space in the street, interferes with the actual construction of any public improvement, such utility shall be moved by the permittee; provided, that no utility, either publicly or privately owned, shall be moved to accommodate the permittee unless the cost of such work is borne by the permittee.

B. The permittee shall, at its expense, sustain, secure, support, and protect all pipes, mains, conduits, poles, wires, or other apparatus from injury which may be in any way affected by the work, and do everything necessary to support, sustain, and protect the same, under, over, along, or across the work. In case any of the pipes, conduits, poles, wires, or apparatus should be damaged, they shall be repaired by the authorities having control of the same, and the expense of such repairs shall be charged to the permittee and its bond shall be liable therefor.

C. The permittee shall be responsible for any damage done to any public or private property by reason of the breaking of any water pipe, sewer, gas pipe, electric conduit, or other utility and its bond shall be liable therefor.

D. The permittee shall inform itself as to the existence and location of any underground utilities and protect the same against damage.

12.20.140 Vacant

12.20.150 Maintenance of postal service

Postal service shall be maintained in accordance with the instructions of the United States Postal Service. The permittee shall be responsible for moving mail boxes to temporary locations designated by the Postal Service, and upon completion of the work he shall replace them as directed. The permittee shall contact the United States Postal Service to determine its requirements with respect to the maintenance of postal service and shall comply with these requirements.

12.20.160 Monuments not to be disturbed without authorization

The permittee shall protect any survey monuments or hubs found within or adjacent to the work zone. If a monument must be moved or otherwise disturbed during the course of the permitted work, the permittee shall follow the procedures detailed in Chapter 4 of the Engineering Design and Development Standards.

12.20.170 Damage to existing improvements

All damage done to existing improvements during the progress of such work shall be repaired by the permittee. Materials for such repair shall conform to the requirements of applicable ordinances. If, upon being ordered, the permittee fails to furnish the necessary labor and materials for such repairs, the city engineer may cause the necessary labor and materials to be furnished by other parties, and the cost thereof shall be charged against the permittee, which shall be liable on its bond therefor.

12.20.180 Property lines and easement limits

Property lines and limits of easements shall be indicated on the plans, and it shall be the permittee's responsibility to confine its construction activities within these limits. Any damage resulting from trespassing beyond these limits shall be the sole responsibility of the permittee.

12.20.190 Excavated soil

Any excavated soil in the right of way or work zone, if not immediately removed from the site, shall be stored in a manner consistent with the requirements in the City's Drainage Design and Erosion Control Manual.

12.20.200 Fire apparatus to be unimpeded

The work shall be conducted so as not to interfere with access to fire stations, fire hydrants, and water system valves. Material or obstructions shall not be placed within fifteen feet of fire plugs. Passageways leading to fire escapes or firefighting equipment shall be kept free of material piles or other obstructions.

12.20.210 Vacant

12.20.220 Cleaning area after construction

As the construction or maintenance work progresses, all public properties, and private property shall be thoroughly cleaned of all rubbish, excess earth, rock, and other debris resulting from the work of construction. Cleaning up the location of such properties or property shall be accomplished at the expense of the permittee and shall be completed to the satisfaction of the city engineer before final acceptance of the work. From time to time, as may be ordered by the city engineer, and in any event immediately after completion of the work, the permittee shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the work, and upon failure to do so within twenty-four hours after having been notified to do so by the city engineer, the work may be done by the city and the cost thereof charged to the permittee, and the permittee's bond shall be liable for the cost thereof.

12.20.230 Snow and ice removal

The permittee must also remove, within twenty-four hours, all snow and ice that may fall or form within the barricade, or, in case there is no barricade, the permittee shall remove all snow and ice upon the street within five feet upon either side of the opening, and keep such space free from snow and ice until the opening is properly refilled, unless otherwise directed by the city engineer.

12.20.240 Sanitary facilities

The permittee shall provide and maintain the work site in a neat and sanitary condition, per Section 1-07 of the Standard Specifications.

12.20.250 Pipe trenches

All pipe installation shall meet the requirements stated in Section 7-08, General Pipe Installation Requirements, of the Standard Specifications.

12.20.260 Removal of water from trenches

Dewatering trenches, when required or necessary to complete the work, shall be accomplished in a manner approved by the city engineer. Disposal of water removed from the trench may require a pretreatment permit, as outlined in Chapter 13.20 OMC. Any damage resulting from the failure of the chosen method to operate properly, however, shall be the responsibility of the permittee, and shall be repaired in a manner satisfactory to the city engineer at the permittee's expense.

12.20.270 Excavations through pavement – New pavement cut prohibition – Pavement restoration fee

- A. Whenever it is necessary to break through existing pavement, the pavement shall be restored in accordance with Chapter 4 of the Engineering Design and Development Standards.
- B. Excavations, including but not limited to potholing, windows for borings, trench cuts, etc., are not permitted in New Pavement, except as approved by the Public Works Director or his/her designee as required in the Engineering Design and Development Standards under Pavement Restoration. New Pavement is defined as pavement that was constructed or rehabilitated – including asphalt overlays, concrete overlays, and chip sealing, but excluding crack sealing – within the previous five-year period. The five-year period is determined using the date of drawing acceptance by the City Surveyor.
- C. When a pavement cut into New Pavement is approved by the Public Works Director or his/her designee, or occurs without such required approval, a pavement restoration fee, in addition to the fees prescribed in this chapter, shall apply. This additional pavement restoration fee shall be assessed per square foot or portion thereof required to restore the pavement pursuant to Chapter 4 of the Engineering Design and Development Standards.

12.20.280 Tunnels under pavement –Pipe casings

Tunnels under pavement shall not be permitted except by permission of the city engineer, and, if permitted, shall be adequately supported by timbering and backfilling under the direction of the city engineer. Where possible, the pipe shall be driven through, or bored under, a roadway, except sidewalks, in a casing of sufficient strength, which casing shall be left in place with the ends closed around the pipe.

12.20.290 Compacting of backfill

Backfilling in all public streets and improved areas, both public and private, shall be compacted in a manner consistent with Section 7-08 of the Standard Specifications.

12.20.300 Restoration of roadway surfaces – Temporary and Permanent

The permittee shall restore the surface of streets as specified in Chapter 4 of the Engineering Design and Development Standards. This includes temporary restoration using hot mix asphalt, cold asphalt patching material or steel plates.

12.20.310 Restoration by city engineer upon default

If the permittee has failed in a timely manner to properly install pipe and/or other structures and/or restore the surface of the public properties to their original and proper condition as required in the Standard Specifications and Engineering Design and Development Standards, the city engineer shall have the right to do all work and things necessary to do so. The permittee shall be liable for the expense thereof upon the bond filed at the time of granting the permit, and the city shall have a cause of action for all fees, expenses, and amounts paid out upon such work; provided, that in any case, it shall be the duty of the permittee to guarantee and maintain the area disturbed for two years after returning it to its original condition; provided further, that if in the judgment of the city engineer it is not expedient to relay the pavement over any cut or excavation made in any public properties upon the completion of the work allowed under such permit, by reason of the looseness of the earth or weather conditions, ~~he the city engineer~~ may direct the permittee to ~~lay a temporary pavement of wood or other place a suitable and pre-approved material designated by him~~ over such cut or excavation, to remain until such time as the repair of the original pavement may be properly made, and in case of the failure of the permittee to commence in good faith the relaying of such temporary pavement within five days after the date of such notice, the city engineer may ~~lay-arrange for and/or place~~ such temporary pavement ~~himself~~ and collect the cost thereof from the permittee in the manner provided for in this chapter.

12.20.320 Plans of use of subsurface street space

Users of subsurface street space shall maintain accurate drawings, plans, and profiles showing the location and character of all underground structures, including abandoned installations. Corrected maps shall be filed with the city engineer periodically, but at least every ninety days after new installations are made.

12.20.330 Location of utilities

All utilities shall be located in accordance with the City Engineering Design and Development Standards.

12.20.340 Nuisances designated –Abatement

If any person erects a structure upon, makes excavations in, or places material upon, public properties, or allows or permits any earth, rock, stones, trees, logs, stumps, or other substances to cave, fall, crumble, slide, accumulate, or be otherwise deposited, or having been so deposited, to be or remain upon any public properties, without a permit therefor having been first obtained, as provided for in this chapter, shall be deemed to have created a public nuisance. In addition to the penalties provided for violation of this chapter, such a nuisance shall be abated with, or without, action, and such other proceedings shall be taken with respect thereto as are authorized by law and the ordinances of the city for the prevention, abatement, and punishment of nuisances; and it shall be no defense to any prosecution or proceeding under this section that the person violating the same has a franchise to use or occupy such public properties.

12.20.350 Applicability of chapter to private utilities

With respect to private utilities operating under franchise, master permit, right of way use authorization, or lease agreement from the city, this chapter shall apply only to those activities which involve the disturbance of the surface of, or the doing of any underground work in public property.

12.20.365 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 a misdemeanor, and if found guilty, shall be 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 a separate offense. In the event of a continuing violation or failure to comply, the second and subsequent days shall constitute a gross misdemeanor punishable by a fine not to exceed Five Thousand Dollars (\$5,000) and/or imprisonment not to exceed three hundred and sixty-five (365) days or both such time and imprisonment. Continuing violation shall mean the same type of violation which is committed within a 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 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 stated in OMC Chapter 4.50, Civil Infractions.

See also OMC Chapter 4.44, Uniform Code Enforcement.

Section 4. Amendment of OMC Chapter 12.24. Olympia Municipal Code Chapter 12.24 is hereby amended to read as follows:

**Chapter 12.24
OBSTRUCTIONS**

12.24.000 Chapter Contents

Sections:

Article I. GENERAL PROVISIONS

- 12.24.010 Building projections prohibited--Exception.
- 12.24.020 Awnings.
- 12.24.030 Retaining wall where yard below grade.
- 12.24.040 Public rubbish dumping prohibited.
- 12.24.050 Rental of public property--Collection of fees.

Article II. STREET OBSTRUCTIONS: PERMITS

- 12.24.090 Applicability.
- 12.24.100 Requirements.
- 12.24.110 Bond required, when.
- 12.24.120 Insurance in lieu of bond.
- 12.24.130 Endorsement of application--Issuance of permit.
- 12.24.140 Exception--Movement of loads.
- 12.24.150 Exception--Public utilities.
- 12.24.160 Violations -- Misdemeanor -- Gross Misdemeanor -- Civil Infraction.

Article I. GENERAL PROVISIONS

12.24.010 Building projections prohibited –Exception

No portion of any building or buildings hereafter to be erected, altered or repaired, shall be allowed to project over into any street or sidewalk; provided, that this section shall not apply to the bases of antes or columns projecting not to exceed eight inches or to cornices or projections placed at least ten feet above the top of the sidewalk.

12.24.020 Awnings

The frames of awnings shall not be less than eight feet and curtains not less than seven feet above the top of the sidewalk, and shall not be supported by post or other supports from the sidewalks, and no awning post or other similar obstruction shall be erected or maintained upon any of the sidewalks or within any of the streets of the city.

12.24.030 Retaining wall where yard below grade

Any person owning or having control of any premises fronting on a public street and below the grade thereof shall, within five days after notice from the public works director, ~~requiring him so to do, at his~~ at their own expense, erect a suitable barricade upon the inner line of the sidewalk, in front of such premises.

12.24.040 Public rubbish dumping prohibited

No person shall throw into or deposit upon or sweep into any public street, highway or other public property, or upon any private premises, any glass, metal, broken ware, yard debris such as leaves or grass clippings, dirt, rubbish or garbage or recyclables, except at such locations and in such containers properly designated by the City as appropriate for such use.

12.24.050 Rental of public property –Collection of fees

The public works director shall have authority to collect such rentals as may accrue under the provisions of this chapter and to institute in the name of the city all necessary actions and legal proceedings for the collection thereof. Any and all money collected by the public works director under any of the provisions of this chapter shall be ~~turned over by him~~ given to the city clerk-treasurer.

Article II. STREET OBSTRUCTIONS: PERMITS

12.24.090 Applicability

Except as otherwise permitted in Article I of this chapter, no person, firm or corporation shall erect or maintain upon any public street, sidewalk or alley or other vacant or public property belonging to the city any obstruction of any kind whatsoever, including but not limited to storage of construction or other materials, the placement of chairs, tables, mailboxes or planters incident to operation of a business, except in compliance with this article; provided, however, that this chapter shall not apply to the erection of signs and billboards; and provided further, that this chapter shall not apply to the placement of moveable items on the untraveled portion of city streets or sidewalks or alleys for a period not exceeding four hours.

12.24.100 Requirements

A. Storage of materials. It is unlawful for any person, firm or corporation to store any materials or things whatsoever by placing or causing them to be placed, piled or stored on any crosswalk, sidewalk, street or alley or other vacant or public property belonging to the city, except merchandise while in the actual course of receipt or delivery, without first obtaining from the Building Official a temporary obstruction permit under such circumstances and in such a manner as the Building Official determines will not hinder or be a detriment to the public. The applicant shall pay a fee at the time of filing the application, and rental for use of the public property, as set forth in Title 4 of this code, and shall comply with the other provisions of this article.

B. Chairs, Tables and Planters. It is unlawful for any person, firm or corporation to erect or maintain upon any public street, sidewalk or alley of the city any chairs or other objects for sitting, tables, or planters incident to the operation of a business adjacent to said street, sidewalk or alley, without first obtaining a permit from the city. Such permit shall be issued by the Director of Community Planning and Development upon a written application describing and depicting accurately the nature and location of the obstruction to be erected and maintained and the period of time contemplated for the maintenance thereof. No such chair table or planter may be erected or maintained within a Pedestrian Walking Lane as defined in OMC Section 9.16.180.B.2 unless

the applicant demonstrates that a walking lane at least six (6) feet wide and clear of vertical obstruction will remain between the area proposed to be occupied by chairs, tables and/or planters and the curb, provided that said six foot walking lane may include up to two (2) feet of a grate adjacent to a street tree or other planting. The applicant for such permit shall pay the Director of Community Planning and Development at the time of the filing of ~~his/her~~the application an application fee as specified by the Director.

C. Garbage cans, mailboxes, and other miscellaneous obstructions. Garbage cans, mailboxes (whether incident to an adjacent or other business or not) and other miscellaneous obstructions may be placed on upon any public street, sidewalk or alley of the city, without need for a permit under this article; provided, however, that no such obstruction shall be erected, placed or maintained within a Pedestrian Walking Lane as defined in OMC Section 9.16.180.B.2, unless such restriction is preempted by applicable state or federal law.

12.24.110 Bond required, when

As a condition to issuance of any permit under Section 12.24.100.A of this article, the person with authority to grant the permit may require the applicant to first execute and deliver a bond in the sum of fifty thousand dollars, or in some other amount determined by the permit issuer executed by the applicant and a surety, authorized to do business in the state as surety, conditioned that the applicant will keep and save harmless the city from any and all damages, claims, judgments and expenses arising from any acts which the applicant may do or suffer to be done under such permit, or which may be done by any of its agents, servants or employees, or which may arise from any negligence of ~~himself~~the permittee, or ~~his-its~~ agents, servants, contractors or employees, or any of them, severally or jointly, in the erection or maintenance of such obstruction. It is further provided that in the event the erection of such obstruction shall necessitate the disturbing of any street, sidewalk or alley, or the cutting into of the same, or necessitate the disturbing of any utilities, the bond shall be further conditioned that at the termination of such permit, such street, alley, sidewalk or utility shall be restored to the condition that it or they were in prior to the granting of the permit.

12.24.120 Insurance in lieu of bond

In lieu of the bond described in Section 12.24.110, the applicant for permit shall be allowed to obtain and deliver to the city and file with permit issuer policy of comprehensive general liability insurance, to be approved by the city attorney in the sum of one million dollars (\$1,000,000) per occurrence and \$2,000,000 in the general aggregate, for bodily injury, including personal injury or death, products liability and property damage, or in such other amounts as approved by the city engineer and city risk manager, which policy of comprehensive general liability insurance shall be conditioned that the person, firm or corporation receiving such permit and the insurance company shall pay all damages to persons and property, including the city, to the extent of the limits in the insurance policy set forth, growing out of the issuance of the permit and the permission granted by the city to do the things set forth in the permit, including the defense of all suits growing out of claims filed against the city by reason of the granting of the permit, and doing the things in the permit described, and shall hold the city harmless from all claims, costs, expenses, damages and injuries growing out of the granting of the permit, or doing of the things therein authorized, including damages, claims, costs or expenses sustained by property of the city itself.

12.24.130 Endorsement of application –Issuance of permit

Application for such a permit shall be made on a form to be provided by the Director of the Community Planning and Development department of the city, which form shall have space thereon for the endorsement of such restrictions or modifications as the fire department, police department or street department of the city shall deem necessary for public safety. Upon securing such application, the applicant shall thereupon secure the endorsement thereon of the head of each of the foregoing departments, or some authorized representative thereof, who shall endorse on the application such restrictions or modifications, if any, as such department shall deem to be in the public safety in connection with the particular permit applied for. After securing such endorsements, the applicant shall return the written application to the department of public works, which department shall thereupon after payment of the applicant of the permit fee and the deposit of the bond or policy of liability insurance as set forth in this article, issue a permit for the work applied for and shall endorse upon the face of such permit the restrictions or modifications, if any, called for by the police, fire or street department.

12.24.140 Exception –Movement of loads

Movement of over width or over length loads along the streets, sidewalks or alleys of the city shall not be deemed to be a street or alley obstruction within the meaning of this chapter.

12.24.150 Exception –Public utilities

The provisions of this chapter shall not apply to persons, firms or corporations operating public utilities under regular franchise from the city.

12.24.160 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 a misdemeanor, and if found guilty, shall be 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 a separate offense. In the event of a continuing violation or failure to comply, the second and subsequent days shall constitute a gross misdemeanor punishable by a fine not to exceed Five Thousand Dollars (\$5,000) and/or imprisonment not to exceed three hundred and sixty-five (365) days or both such time and imprisonment. Continuing violation shall mean the same type of violation which is committed within a 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 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 (\$50), not including statutory assessments.

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

See also OMC Chapter 4.44, Uniform Code Enforcement.

Section 5. Amendment of OMC Chapter 12.28. Olympia Municipal Code Chapter 12.28 is hereby amended to read as follows:

Chapter 12.28 MOVING BUILDINGS

12.28.000 Chapter Contents

Sections:

- 12.28.010 License and permit required.
- 12.28.020 License--Application requirements and fee.
- 12.28.030 Permit--Application requirements and fee.
- 12.28.040 General provisions.
- 12.28.050 Violations -- Misdemeanor -- Gross Misdemeanor -- Civil Infraction.

12.28.010 License and permit required

No person or persons, firm or corporation shall move any building or part of a building over, along or across any street, alley, or other public property within the city without first obtaining a valid house mover's license as set forth in Section 12.28.020 and a permit from the public works office as set forth in Section 12.28.030 and shall comply with all other sections of this chapter.

12.28.020 License --Application requirements and fee

Applications for a house mover's license shall be accompanied by the following:

- A. A policy of public liability and property damage, or approved certificate thereof, issued by a responsible insurance company, authorized to do business under the laws of the state. The policy shall insure the permittee and shall inure to the benefit of any and all persons suffering loss or damage either to person or property by reason of any operations of the mover. The policy shall also contain a clause or special endorsement indemnifying and saving harmless the city against any loss, damage, cost and/or expenses which may in any way accrue against the city in consequence of the granting of the permit for moving any building. Such policy shall insure against loss from the liability imposed by law for injury to, or death of, any person in the amount or limit of twenty-five thousand dollars as to any one claim and fifty thousand dollars for all claims

arising from any one accident, and against claims for property damage in the amount or limit of fifteen thousand dollars.

B. A bond in the penal sum of one thousand dollars issued by a surety company authorized to do business in the state, or cash security in such sum, the bond or security to be approved by the city attorney and to be kept on file by the city clerk-treasurer at the city hall and to be conditioned that in the relocation and reestablishment of any building that is to be moved the principal will make and complete such relocation and reestablishment in accordance with plans and specifications submitted with application for permit and in accordance with the provisions of all applicable city ordinances and that in case the principal fails to make and complete such relocation and reestablishment within the time limit set forth in subsection C of Section 12.28.040 then the surety upon such bond will be liable to the city of Olympia in a sum not exceeding one thousand dollars and if cash security be deposited in lieu of a surety bond then the council may demand forfeit of such deposit.

C. An annual license fee as set forth in Title 4 of this code shall be paid to the clerk-treasurer in advance on the first day of January each year; provided, however, that licenses applied for within the last six months of the year by any person, firm or corporation not in business prior to the last day of the sixth month may be issued for a fee of fifty percent of the annual fee. If any person, firm or corporation, not holding a valid house mover's license issued by the city desires to move any building or structure from outside the boundary of the city through any portion of the city to another area outside the city limits, a temporary license may be issued for one-half the annual license fee. This temporary license will be valid only for the duration of the one move. Issuance of a temporary license does not relieve the licensee from the responsibility of conforming to all the provisions of this chapter.

In addition to the above, an additional sum as set forth in Title 4 of this code shall be assessed for any new license issued under this chapter for the initial first year thereof. This assessment is necessary to defray the initial administrative costs in reviewing an initial application and issuance of a license therefor.

12.28.030 Permit –Application requirements and fee

No building shall be moved over, along or across any street, alley or public property without first obtaining a permit to do so from the office of public works. Applicants for permits must conform to the following requirements:

A. A written application for such permit shall be filed with the commissioner of public works at least seven days before the date on which the person, firm or corporation filing the application, proposes or intends to move the building or portion thereof, and the application shall include the following information:

1. Name and address of the owner of the building;
2. Present location of building;

3. Proposed location of building with plot plan;
4. Legal description of new location and zone designation;
5. Type of building, approximate age, width, length and height when loaded for moving;
6. The use or purpose for which building was designed;
7. The proposed use or occupancy of building;
8. Name and address of the person, firm or corporation engaged to move the building;
9. The means or manner in which the building is to be moved and the type of equipment used therefor;
10. The route over or along which the building is to be moved;
11. The time that will be required to move the building, including the day and hour when any part will enter any street and the approximate date and hour when every part of the building will be off of public rights-of-way, and the approximate time that will be required to complete the reestablishment and relocation of the building on its new site;
12. Such other information as the commissioner of public works may deem necessary.

B. There shall be attached to the application signed statements from each person, firm or corporation owning or operating any public utility maintaining any wires, conduits, cables, poles, or other appliances, or appurtenances thereto, along, over or across any street, alley or highway along the route over which the building or structure is to be moved, which statement shall state that the moving of such building will not molest, damage, or interfere with, or interrupt the service of any such wires, conduits, cables, poles, or other appliances, or appurtenances, or that the applicant has made appropriate arrangements for clearing the same at the time the building is to be moved. In case any building is to be moved over, across or along any railroad tracks laid in any street a similar statement from the railway company, or its authorized agent, shall be furnished.

C. No permit will be issued until the application therefor is approved by the chief of police, fire chief, city electrician, traffic engineer, city engineer and building inspector.

D. No permit shall be issued to move any building to a new location within the corporate limits of the city which is so constructed or is in such condition as to be dangerous; or which is infested with pests or is unsanitary; or which, if it is a dwelling or habitation, is unfit for human habitation; or which is so dilapidated, defective, or in such a condition of deterioration or disrepair that its relocation at the proposed site would cause appreciable damage to or be materially detrimental to the property or improvements in the district within

the immediate vicinity of the proposed new location; or if the proposed use is prohibited by the zoning laws of this city; or if the applicant is in default in paying any damages occasioned in moving any building; or if the structure is of a type prohibited at the proposed location, by any law or ordinance of the city; provided, however, that if the condition of the building or structure, in the judgment of the ~~commissioner~~director of public works or his-authorized representative admits of practicable and effective repair, the permit may be issued upon terms and conditions set forth by the ~~commissioner~~director of public works.

E. All buildings or structures to be moved into, through or outside the city limits, in addition to conforming with all the provisions of this code, will adhere strictly to all applicable state laws.

F. Before a permit is issued to move any building or structure outside the city a clearance from the jurisdictional authority of governmental unit controlling access to and from the corporate limits of the city shall be furnished by the mover. The clearance shall state that all arrangements have been made to complete such move through the area.

G. The public works director is authorized and empowered to issue such permit upon compliance by such applicant with the provisions of this chapter and upon payment of a fee as set forth in Title 4 of this code.

12.28.040 General provisions

All buildings to be moved for which a permit has been issued shall comply to the following general provisions in addition to all other requirements of this chapter.

A. After a building or any part thereof extends over or into or is upon any part of any street, alley or highway by virtue of the moving thereof, the person, firm or corporation moving the same shall diligently and continuously employ ~~himself, his, their or itself and~~ its agents, employees and facilities in the moving of such buildings until the same reaches its destination or is moved from any and all streets, alleys or highways, and, except when the mover has the permission of the commissioner of public works, it is unlawful for any such mover to leave standing or abandon the moving of such building while the same or any part thereof is in or upon any part of any street, alley or highway.

B. The mover shall provide such barricades, lights, flares and traffic officers as deemed necessary by the chief of police or his-designated representative to safeguard the traffic and persons using the street.

C. All buildings moved into a zone more restrictive than its original location shall be made to conform with the requirements of the more restrictive zone.

D. Upon completion of the moving of the building, the owner shall proceed immediately to bring the building into compliance with all requirements of the zoning provisions, Chapter 16.32 and those portions of Chapters 16.04, 16.20, and 16.24 as outlined by the ~~commissioner~~director of public works or his-authorized representative and all such work shall be completed within three months from the date of the moving permit.

The owner of the building shall secure all necessary permits for required work prior to commencement of reestablishment.

12.28.050 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 a misdemeanor, and if found guilty, shall be 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 a separate offense. In the event of a continuing violation or failure to comply, the second and subsequent days shall constitute a gross misdemeanor punishable by a fine not to exceed Five Thousand Dollars (\$5,000) and/or imprisonment not to exceed three hundred and sixty-five (365) days or both such time and imprisonment. Continuing violation shall mean the same type of violation which is committed within a 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 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 (\$50), not including statutory assessments.
2. Second offense arising out of the same facts as the first offense: Class 2 (\$125), not including statutory assessments.
3. Third offense arising out of the same facts as the first offense: Class 1 (\$250), not including statutory assessments.

See also OMC Chapter 4.44, Uniform Code Enforcement.

Section 6. Amendment of OMC Chapter 12.36. Olympia Municipal Code Chapter 12.36 is hereby amended to read as follows:

**Chapter 12.36
SIDEWALK MAINTENANCE**

12.36.000 Chapter Contents

Sections:

- 12.36.010 Unfit sidewalk--Order to repair.
- 12.36.020 Service of notice.
- 12.36.030 Contents of notice.
- 12.36.040 Assessment roll showing costs--Protests against assessment.
- 12.36.050 Assessment of abutting property for sidewalk improvements.

12.36.060 Adjacent owners to clean sidewalks.

12.36.010 Unfit sidewalk –Order to repair

Whenever, in the judgment of the public works director of the city, the condition of any sidewalk is such as to render the same unfit or unsafe for the purposes of public travel, the public works director shall thereupon serve a notice on the owner of the property immediately abutting upon the portion of the sidewalk of the condition thereof, instructing the owner to clean, repair or renew such portion of the sidewalk.

12.36.020 Service of notice

The notice provided for in Section 12.36.010 shall be deemed sufficiently served if delivered in person to the owner of the property or ~~his-the owner's~~ authorized agent, or by leaving a copy of the notice at the home of the owner or authorized agent, or if the owner is a nonresident, by mailing to ~~his-the owner's~~ last known address or if the owner of the property is unknown or if ~~his-the owner's~~ address is unknown then such notice shall be addressed to the general delivery office of the city wherein the improvement is to be made.

12.36.030 Contents of notice

Such notice shall specify a reasonable time within which such cleaning, repairs or renewal shall be executed by the owner, and shall state that in case the owner fails to do such cleaning or make such repairs or renewal within the time therein specified, then the public works director will proceed to clean the sidewalk or to make such repairs or renewals forthwith and shall charge the full cost thereof to the abutting property.

12.36.040 Assessment roll showing costs –Protests against assessment

Upon the completion of any improvements undertaken by the public works director, as provided for in this chapter, public works director shall report to the city council at its next regular meeting or as soon thereafter as possible, an assessment roll showing the lot or parcel of land immediately abutting on that portion of the sidewalk so improved, the cost of such improvement or repair and the name of the owner, if known. The city clerk-treasurer shall give notice to the owner or owners at least ten days before the meeting of the city council, that the roll has been properly filed ~~with him~~ and the council will hear any or all protests against the proposed assessments at its next regular meeting, the date of the meeting to be definitely stated in the notice.

12.36.050 Assessment of abutting property for sidewalk improvements

The council shall at the time in such notice designated, or at an adjourned time or times, assess the cost of such work against the property in accordance with the benefits derived therefrom, which charge shall become a lien upon the property and shall be collected by due process of law. For the purposes of this chapter all property having a frontage upon the sides or margin of any street shall be deemed to be abutting property and such property shall be chargeable as provided by this chapter, for all costs or maintenance, repairs or renewals of any form of sidewalk improvements between the street margin and the roadway lying in front of and adjacent to the property, and the term "sidewalk," as intended for the purposes of this chapter, shall be taken

to include any and all structures or forms of street improvements included in the space between the street margin and the roadway.

12.36.060 Adjacent owners to clean sidewalks

Each and every occupant or owner of property within the city along or adjoining which property are sidewalks are required to keep the sidewalks free from all snow, ice, mud or other obstructions.

Section 7. Amendment of OMC Chapter 12.44. Olympia Municipal Code Chapter 12.44 is hereby amended to read as follows:

Chapter 12.44 STREET TREES

12.44.000 Chapter Contents

Sections:

- 12.44.010 Scope.
- 12.44.020 Uniformity of variety--Distance between trees.
- 12.44.030 Determination by council where property owners do not agree.
- 12.44.040 Types of tree to be planted.
- 12.44.050 Shrubbery and small trees in parking strips.
- 12.44.060 Trees are public property.
- 12.44.070 Trimming or pruning of trees.

12.44.010 Scope

On all streets within the city which have been paved, or may hereafter be paved, with some permanent material, wherever there is a parking strip, trees shall be planted as provided for in this chapter and the Engineering Design and Development Standards.

12.44.020 Uniformity of variety –Distance between trees

Trees planted as provided for in Section 12.44.010 shall be uniform on each street, and where it is possible for the property owners to agree as to the variety of trees to be planted each property owner may proceed to plant such trees in front of ~~his~~their own property, the trees to be planted not closer than forty feet apart.

12.44.030 Determination by council where property owners do not agree

Where the property owners cannot agree, the matter may be determined by the city council, and in the event property owners along any street do not provide for trees as stated in Section 12.44.020 the city council shall provide therefor under the local improvement statutes of the state by resolution and ordinance duly enacted.

12.44.040 Types of tree to be planted

No maples or other such spreading trees shall be planted, but ash, poplar, and such similar trees shall be used.

12.44.050 Shrubbery and small trees in parking strips

Shrubbery and small trees such as holly may be planted in the parking strip, provided not more than one is planted between each two trees, and further provided, any such shrubbery shall be planted uniformly and of similar character throughout one entire street.

12.44.060 Trees are public property

All ornamental, shade or other trees which have been planted and are now situated in the streets or parking strips within the city are declared to be public property and subject to the control of the city.

12.44.070 Trimming or pruning of trees

No such trees shall be trimmed or pruned except in a symmetrical and even manner according to the most approved plans for the trimming and pruning of such trees. Such trimming and pruning or cutting thereof shall only be done under the supervision and by the permission of the street superintendent.

Section 8. Amendment of OMC Chapter 12.60. Olympia Municipal Code Chapter 12.60 is hereby amended to read as follows:

Chapter 12.60 PARK REGULATIONS

12.60.000 Chapter Contents

Sections:

- 12.60.001 Enforcement.
- 12.60.010 Advertising signs and posters--Structures of any kind.
- 12.60.030 Regulations and Violations Relating to Pet Animals.
- 12.60.040 Feeding, Harassing, Injuring animals unlawful.
- 12.60.050 Fireworks Prohibited in City Parks.
- 12.60.060 Soliciting or peddling unlawful.
- 12.60.080 Sales unlawful without concession contract.
- 12.60.090 Groups or Assemblies - Reservations.
- 12.60.100 Bicycles--Horses--Motor vehicles in Designated Areas Only.
- 12.60.110 Camping or parking unlawful except where designated.
- 12.60.120 Ball games and other sports.
- 12.60.130 Smoking or Vaping Prohibited in City Parks and Trails.
- 12.60.160 Building fires permitted only in designated areas.
- 12.60.300 Violation--Penalty.

12.60.001 Enforcement

The Park Ranger is hereby authorized to enforce this code, including the issuance of notices of infraction.

12.60.010 Advertising signs and posters –Structures of any kind

It is a civil infraction to use, place, or erect any signboard, sign, billboard, bulletin board, post, pole or device of any kind for commercial advertising in any park; or to attach any notice, bill poster, sign, wire or cord to any tree, shrub, railing, post or structure within any park in a manner which dents, mars, defaces, breaks, punctures or injures it in any way or to place or erect in any park a structure of any kind, without the written consent of the Director of the Olympia Parks, Arts and Recreation Department or ~~his or her~~ authorized designee.

12.60.030 Regulations and Violations Relating to Pet Animals

The following sections of code are incorporated from OMC Title 6, Animal Services.

OMC 6.04.050 Regulations and Violations Relating to Pet Animals.

Any person who harbors, keeps, possesses, maintains, or has temporary custody of a pet animal shall be responsible for the behavior of such animal whether the owner knowingly permits the behavior or not. Such person shall violate the terms of this chapter if:

- A. Pet animal at large. Such person's animal is at large as defined in Section 6.04.030(D); provided, however, this section shall not prohibit the owner and the pet animal from participating in an organized show or training, exercise, or hunting session in locations designated and authorized for that purpose.
- B. Nuisance pet animal. Such person's pet animal constitutes a nuisance pet animal as defined in OMC Section 6.04.030(T).
- C. Pet animal on public property. Such person's pet animal is on public property such as a public park, beach, or school ground and is not on a leash by a person who is able to maintain physical control, or proper safeguards have not been taken to protect the public and property from injury or damage from said animal, or the presence of the animal on such property is in violation of additional specific restrictions which have been posted. Such restrictions shall not apply to guide dogs of the visually impaired, service animals for the physically handicapped, or to dogs on public property specifically designated by the City of Olympia as areas for dogs without the requirement of a leash. Pet animals on public property is a civil infraction as defined in Section 6.04.120(B).
- D. Intentionally not incorporated.
- E. Failure to possess removal equipment or to remove fecal material. Such person (1) fails to possess in a public park the equipment or material necessary to remove animal fecal matter when accompanying a pet

animal, or (2) fails to remove animal fecal material when accompanying a pet animal off the owner's property. Failure to possess removal equipment or to remove fecal material is a civil infraction as defined in Section 6.04.120 (B).

F. Intentionally not incorporated.

G. Intentionally not incorporated.

H. Intentionally not incorporated.

I. Menacing behavior. Such person's animal engaged in menacing behavior as defined in Section 6.04.030(R). Violation of this subsection is a civil infraction as defined in Section 6.04.120(A).

The following penalties apply to any violation of the designated section of 12.60.030.

A. Violation of the following sections of this chapter shall constitute a Class 3 civil infraction. A second infraction for certain offenses within an 18-month period will constitute a Class 2 civil infraction. A third infraction for certain offenses within an 18-month period will constitute a civil infraction. "Within an 18-month period" means the violation date for a prior offense occurred within 18 months of the date of the subsequent violation.

1. Section 12.60.030 (A) Failure to license; provided that the infraction shall be dismissed if, within 14 days of the date of issuance of the infraction, the person cited shows evidence of licensing of the subject animal to the Olympia Court Clerk. The Court Clerk, at the direction of the Olympia Municipal Court, may assess court administrative costs up to \$25.00 at the time of the dismissal;

2. Section 12.60.030 (A) Pet animal at large (first violation; second violation is a Class 2 civil infraction; third violation is a Class 1 civil infraction).

3. Section 12.60.030 (B) Nuisance pet animal (first violation; second violation is a Class 2 civil infraction; third violation is a Class 1 civil infraction).

4. Section 12.60.030 (I); Menacing Animal (first violation; second violation is a Class 2 civil infraction; third violation is a Class 1 civil infraction).

B. Violation of the following sections of this chapter shall constitute a Class 4 civil infraction:

1. Section 12.60.030 (C) Pet animals on public property.

2. Section 12.60.030 (E) Failure to remove fecal material; failure to possess removal equipment.

12.60.040 Feeding, Harassing, Injuring animals unlawful

It is unlawful in any manner to purposely tease, annoy, disturb, harass, catch, injure or kill or to throw anything at or strike any animal, bird, fowl or fish within a park, or to feed any fowl, fish or animal within any park.

12.60.050 Fireworks Prohibited in City Parks

It is unlawful to shoot, fire or explode any fireworks, firecracker, torpedo or explosive of any kind in a City park.

12.60.060 Soliciting or peddling unlawful

It is unlawful to take up collections, or to act as or apply the vocation of solicitor or peddler within a park; provided, that it shall not be a violation of this section for a nonprofit or charitable organization or group to conduct a fund-raising event in a park or facility under the control of the City's Parks, Arts and Recreation Department with the approval of the Parks, Arts and Recreation Department and upon the payment of a reasonable fee for the use thereof. Such fund-raising events shall solicit donations only. The ability of park patrons to visit park facilities or to use the nonreserved portions of the facility shall not be denied or conditioned upon the payment of a donation.

12.60.080 Sales unlawful without permit or concession contract

It is unlawful to sell food, refreshments or merchandise within a park from a fixed stand, table or booth without a concession contract with the City. This section shall not apply to festival events set forth in the Olympia Municipal Code.

12.60.090 Groups or Assemblies - Reservations

City parks and recreational facilities shall be available for any group or assembly on a first come, first serve basis. Groups or assemblies calculated to attract a large number of people, relative to the size and capacity of the park or facility must, prior to the event, reserve the space by filling out an application from the Parks, Arts and Recreation Department ten (10) days prior to the event to reserve the space. Approval may be conditioned as to the time and place of such assembly so as not to unreasonably interfere with other lawful activities within the park and subject to compliance with all park rules.

12.60.100 Bicycles –Horses –Motor vehicles in Designated Areas Only

It is a civil infraction to ride or drive any motorized or non-motorized vehicle over or through any park except along and upon the park drives, parkways, or designated bicycle lanes; or to ride any animal through a park except upon the park drives, parkways, or designated areas.

12.60.110 Camping or parking unlawful except where designated

It is a civil infraction to camp or stay overnight in any vehicle within any park or within any public parking lot adjacent to a park except at places set aside for such purposes and so designated by signs.

12.60.120 Ball games and other sports

The following activities are not permitted unless they are a part of a Parks, Arts & Recreation Program: golf, paintball, tennis, badminton or other games of like character or to hurl or propel any airborne or other missiles, except at places set apart for such purposes and so designated by signs.

12.60.130 Smoking or Vaping Prohibited in City Parks and Trails

It is unlawful for any person to smoke or light cigarettes, cigars, tobacco, or other smoking material, including electronic nicotine delivery devices including, but not limited to, electronic cigarettes, vapor cigarettes, or similar products, within city parks or on city trails.

12.60.160 Building fires permitted only in designated areas

It is a civil infraction to build any fires in any City park except in designated areas so designated by signs.

12.60.300 Violation -- Penalty

A. Unless stated otherwise, it shall be a civil infraction for a person, firm, or corporation to violate or fail to comply with any term or provision of this 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 (\$50), not including statutory assessments.
- 2. Second offense arising out of the same facts as the first offense: Class 2 (\$125), not including statutory assessments.
- 3. Third offense arising out of the same facts as the first offense: Class 1 (\$250), not including statutory assessments.

See also OMC Chapter 4.44, Uniform Code Enforcement.

B. Penalties for violations of Section 12.60.030 shall be the same as those provided under Olympia Municipal Code 6.04.120 for the same offense.

Section 9. Amendment of OMC Chapter 12.64. Olympia Municipal Code Chapter 12.64 is hereby amended to read as follows:

Chapter 12.64
HARBOR REGULATIONS

12.64.000 Chapter Contents

Sections:

12.64.010 Harbor defined.

- 12.64.020 Harbor master--Appointment and duties.
- 12.64.060 Rat control while moored.
- 12.64.070 Explosives unlawful without permission from harbor master.
- 12.64.080 Lighted material on port property prohibited.
- 12.64.090 Authority to impound.
- 12.64.100 Impoundment--Expenses.
- 12.64.110 Impoundment--Sale of impounded craft –Collection of charges.
- 12.64.120 Impounding--In-place.
- 12.64.130 Impoundment--Liability.
- 12.64.140 Deposit of wastes and materials into harbor.

12.64.010 Harbor defined

For the purpose of this chapter, the word "harbor" means all the water and waterways in the city.

12.64.020 Harbor master –Appointment and duties

The chief of police, or ~~his or her~~ authorized designee within the police department, shall act as harbor master for the city, whose duties it will be to carry out the provisions of this chapter.

12.64.060 Rat control while moored

All boats, vessels, tugs, launches of any kind and nature, must, while lying or anchored against a dock or wharf for the purpose of loading or unloading, be equipped in such a manner as to prevent the escape therefrom of any rats, and such precautions must at all times be taken as are necessary to prevent rats from leaving the boat while the boat, vessel, tug or launch is lying against a wharf or dock within the limits of the city.

12.64.070 Explosives unlawful without permission from harbor master

It is unlawful for any boats, vessels, tugs or launches of any kind or nature to enter the harbor of the city with explosives or high combustibles on board without first having obtained a written permission from the harbor master, and no vessel, boat, tug or launch shall be permitted to load, transfer or discharge such a cargo of explosives or other combustibles within the harbor of the city without first having obtained such permission from the harbor master.

12.64.080 Lighted material on port property prohibited

It is unlawful for any person to smoke cigars, cigarettes, or tobacco, or to throw any lighted tobacco, cigars, cigarettes, matches, firecrackers, or other lighted material, on or within thirty feet of the wharves, plank roadways, warehouses, sheds, or other structures, maintained or operated within the city by the Port of Olympia, or within thirty feet of any lumber or other commodities stored or piled on the lands owned, leased, or used by the Port of Olympia in connection with its scheme of port development as adopted and in use.

12.64.090 Authority to impound

The harbor master may take immediate possession of and/or impound and remove any vessel, watercraft or obstruction, when:

- A. The operator or master of the same reasonably appears incapable of safely operating the same or appears incapable of directing the disposition of the same; or
- B. The operator or master of the same refuses to sign a citation, or refuses or neglects to obey an order of the harbor master to proceed from or to an area following a citation or in an emergency; or
- C. The operator or master operates a vessel, watercraft or obstruction in a negligent, reckless or other manner so as to endanger the safety of others or to unreasonably interfere with the navigation of other watercraft and vessels, and the harbor master believes such operation of the vessel, watercraft or obstruction would continue unless possession be taken of the same; or
- D. The vessel, watercraft or obstruction appears unsafe for water transportation; or
- E. The vessel, watercraft or obstruction appears abandoned, or is anchored or moored in an anchorage, waterway or submerged street area after expiration, cancellation, or violation of a permit, or in violation of this chapter without a permit seventy-two hours after an order to remove the same has been given by the harbor master; or
- F. The vessel, watercraft or obstruction is obstructing a launch ramp area or public dock, or has remained at a facility under the jurisdiction of the department of parks and recreation longer than the maximum mooring or anchoring time.

The harbor master may remove the same, using such methods as ~~in his or her judgment will necessary to~~ prevent unnecessary damage to said vessel, watercraft or obstruction and/or assign the removal and impounding of the vessel, watercraft or obstruction to a private corporation.

12.64.100 Impoundment expenses

In the event possession is taken of any vessel, watercraft or obstruction as authorized in Section 12.64.090, the expenses incurred by the harbor master in the removal, towing, impounding and moorage of the same shall be paid by such vessel, watercraft or obstruction or the owner or other person in charge thereof. When a vessel, watercraft or obstruction is moored or impounded at a city facility, the harbor master shall assess a reasonable moorage charge therefor, which shall be paid by such vessel, watercraft or obstruction or the owner or other person in charge thereof. The harbor master may decline to release possession of any vessel, watercraft, or obstruction until all charges are paid.

12.64.110 Impoundment –Sale of impounded craft –Collection of charges

In the event a vessel, watercraft or obstruction remains impounded for ninety days and the charges of towing and impounding remain unpaid, the harbor master may sell the same at public auction. The city may maintain an action against the owner or person in charge of the vessel, watercraft or obstruction for the recovery of the expenses of towing and impounding, or the remaining balance thereof, in the event of sale of the same.

12.64.120 Impounding –In-place

When taking possession as authorized in Section 12.64.090, the harbor master may impound the vessel, watercraft or obstruction in place by posting the same with one or more signs or notices in conspicuous places stating "POLICE IMPOUND-KEEP OFF" and notifying the owner, master or person in charge of the impounding. The harbor master may ~~in his discretion~~ appoint as custodian the owner or master, the owner or operator of the facility or property where the vessel is moored or anchored. Upon the posting of such signs, it shall be unlawful for any person:

- A. To move, load or unload, rebuild, or enter upon such vessel, watercraft or obstruction without written permission from the harbor master, other than for necessary maintenance and repair to prevent deterioration of the same or sinking;
- B. To remove, mutilate, destroy or conceal any notice or sign posted by the Harbor Master or the public works director pursuant to the provisions of this chapter.

12.64.130 Impoundment –Liability

The harbor master shall not be held responsible for damages incurred as a result of the impoundment of a vessel or watercraft so long as all reasonable and safe practices are employed in said operation.

12.64.140 Deposit of wastes and materials into harbor

- A. It is unlawful for any person, firm, corporation, sawmill, shingle mill, veneer plant, or any manufacturing company, boat, vessel, tug, launch or watercraft of any kind or description to deposit any fuel or other combustible oil, waste, vegetable or animal matter, sawdust, lumber or timber, in any quantity within the harbor of the city, under any circumstances or in such manner or quantities which may tend to endanger property adjacent thereto, to jeopardize the health, peace and safety of any person, or in such quantity as to be a menace and danger to any boats of any kind using the harbor.
- B. A violation of this section is a misdemeanor.

Section 10. Amendment of OMC 12.02.020. Olympia Municipal Code Section 12.02.020 is hereby amended to read as follows:

12.02.020 Engineering design and development standards

There is hereby adopted by reference "2017-2018 Engineering Design and Development Standards," one (1) copy of which shall be kept on file in the office of the City Clerk and the Olympia Public Works Department. These standards shall be considered a part of this ordinance as though fully set forth herein.

Section 11. 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 12. 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 13. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 14. Effective Date. This Ordinance shall take effect five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

Engineering Design and Development Standards (EDDS)


Featured Links


- [Current EDDS](#) 
- [EDDS Deviation Request Form](#) 

Navigation

- [Building Permits-Land Use](#)
- [Construction Codes](#)

Designing Olympia's Future

The [Engineering Design and Development Standards \(EDDS\)](#)  are the technical standards used by the City and private developers to design and construct drinking water, reclaimed water, sewer, transportation, stormwater, and solid waste collection systems. The City has a process for requesting a deviation from these standards. [Here is the Deviation form.](#)

The EDDS are updated annually after a public hearing and upon City Council approval. The 2017 EDDS update was adopted by City Council on December 12 and became effective December 26, 2017. The City's [Code Publishing site](#)  hosts the current EDDS, as well as previous versions of the EDDS that may apply to some vested private development projects.




Construction Map 

GET INFORMATION ABOUT CONSTRUCTION PROJECTS IN OLYMPIA

 **OlyProjects** 

GET CONSTRUCTION PROJECT UPDATES ON TWITTER

PermitPortal 

APPLY FOR YOUR PERMIT ONLINE

City Calendar

Loading events...

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City Updates

ADDRESSING HOMELESSNESS
Homelessness is the most significant and urgent public concern facing our community. Visit our updated [Homelessness web page](#) for the latest on the City's immediate, emergency actions and work toward long-term solutions.

2018 YEAR IN REVIEW
"Working Together...Moving Forward" Check out some of what the City has done in 2018. [Watch the video...](#)

SEA LEVEL RISE The Draft Sea Level Rise Response Plan is now available. [More...](#)

UTILITY BILLING EMAIL CHANGE Beginning Friday, December 14, receipts and notifications for online utility billing customers will be sent from OlympiaUtilityBilling@Paymentus.cc Please add this email address to your contacts to ensure messages are received in your inbox.

APPLY NOW! CITIZEN ADVISORY COMMITTEES We are looking for citizens interested in serving on City advisory boards, commissions and committees. Applications due by 5 p.m. on Thursday, January 31. [More...](#)

STATE AVE BANNER SPACE We are now accepting 2019 reservations for our banner display space on State Avenue. [More...](#)

2019 PRELIMINARY OPERATING BUDGET The 2019 Preliminary Operating Budget is now available. [More...](#)

2019-2024 ADOPTED CAPITAL FACILITIES PLAN The [2019-2024 Capital Facilities Plan \(CFP\)](#) is now available. [More...](#)

OLYMPIA MUNICIPAL CODE

2018 EDDS Update

[2018 EDDS Schedule](#) (As of October 1, 2018)

[2018 EDDS Summary of Proposed Changes](#)

[Proposed EDDS Text Changes, By Chapter](#)

- [Chapter 2](#)
- [Chapter 3](#)
- [Chapter 4](#)
- [Chapter 5](#)
- [Chapter 6](#)
- [Chapter 7](#)
- [Chapter 8](#)


Revised Drawings

- [4-2A-LID](#)
- [4-2B-LID](#)
- [4-2C-LID](#)
- [4-2E-LID](#)
- [4-2F-LID](#)
- [4-2G-LID](#)
- [4-2H-LID](#)
- [4-2I](#)
- [4-2I-LID](#)
- [4-2J1](#)
- [4-13A](#)
- [4-13A1](#)
- [4-50](#)
- [4-51](#)
- [4-52](#)

Proposed OMC Text Changes

- [OMC 4.04](#)
- [OMC 12.10](#)

- [OMC 12.20](#)
- [OMC 12.24](#)
- [OMC 12.28](#)
- [OMC 12.36](#)
- [OMC 12.44](#)
- [OMC 12.60](#)
- [OMC 12.64](#)

Quick link to codes and standards including [Olympia Municipal Code](#).


MEETINGS [Agenda and Minutes](#)
 for City Council and most advisory committees.

Don't see a topic you think should be addressed or updated?

[Fill out this form to revise or update the EDDS](#). Submit it to Fran Eide, City Engineer, at feide@ci.olympia.wa.us. The EDDS are reviewed and updated every year starting in January. Your request will be recorded and considered for the next update.

Questions?

Contact Steve Sperr, P.E., at **360.753.8739** or ssperr@ci.olympia.wa.us.

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City Council

Approval of an Ordinance Adding a New Chapter to Title 18 Updating the City's Latecomer Agreement Requirements

Agenda Date: 1/15/2019
Agenda Item Number: 4.G
File Number: 19-0019

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

Title

Approval of an Ordinance Adding a New Chapter to Title 18 Updating the City's Latecomer Agreement Requirements

Recommended Action

Committee Recommendation:

The Land Use and Environment Committee reviewed revised Latecomer Agreement Requirements and concurred with the proposed new Chapter in Title 18 of the Olympia Municipal Code (OMC).

City Manager Recommendation:

Move to approve the ordinance adding Chapter 18.41 to Title 18 OMC to update the City's Latecomer Agreement requirements on second reading.

Report

Issue:

Whether to approve an ordinance adding Chapter 18.41 to Title 18 OMC to update the City's Latecomer Agreement requirements.

Staff Contact:

Stephen Sperr, P.E., Assistant City Engineer, Public Works Engineering, 360.753.8739

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

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

The City reviews and updates the Engineering Design and Development Standards (EDDS) every year to address changes in regulations or standards, improve consistency with the Comprehensive Plan, and add clarity. On June 21 and November 15, the Land Use and Environment Committee reviewed the proposed changes, which included updating the Latecomer Agreement requirements. A public hearing was held on December 11 on all of the proposed changes this year related to the EDDS, including proposed updates to Latecomer Agreement requirements.

The attached ordinance specifically addresses the requirements for Latecomer Agreements for utilities and streets in greater detail than the EDDS, and adds a new Chapter to Title 18 of the OMC. These updates address changes in state law, adding more specific language regarding how Latecomer Agreements are to be developed and executed, and clarifying the minimum length of the different types of Agreement.

The existing Latecomer Agreement requirements, currently addressed in Section 2.080 of the EDDS, have been reduced to a general explanation of these types of Agreements, as part of the 2018 EDDS Update Ordinance on Council's consent agenda as a separate item. If approved, the attached ordinance will set forth requirements for utility and street Latecomer Agreements in greater detail, consistent with state law.

Neighborhood/Community Interests (if known):

This ordinance ensures that Latecomer Agreements are prepared and executed in a manner consistent with state law.

Options:

1. Approve the ordinance adding Chapter 18.41 to Title 18 OMC to update the City's Latecomer Agreement requirements on second reading. The most recent standards for Latecomer Agreements will apply to development projects seeking to enter into such an agreement.
2. Do not approve the ordinance adding Chapter 18.41 to Title 18 OMC, which updates the City's Latecomer Agreement requirements. This option will result in potential conflicts with state law in developing and executing Latecomer Agreements.

Financial Impact:

This Ordinance will not result in any increase to the costs of private development or Public Works projects.

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO LATECOMER AGREEMENTS, ADDING A NEW CHAPTER TO TITLE 18 OF THE OLYMPIA MUNICIPAL CODE IN ARTICLE IV GENERAL REGULATIONS, TO BE DESIGNATED AS CHAPTER 18.41, ENTITLED LATECOMER AGREEMENTS.

WHEREAS, in recent years, state law regarding latecomer agreements has been updated; and

WHEREAS, the Revised Code of Washington requires in Chapter 35.91 that, if statutory conditions are met, cities must enter into utility latecomer agreements with property owners who upgrade water or sewer facilities where a municipality's ordinances require facilities to be improved as a prerequisite to further property development; and

WHEREAS, the Revised Code of Washington provides in Chapter 35.72 that, if statutory conditions are met, cities have the discretion to enter into street latecomer agreements with property owners who upgrade street facilities where a municipality's ordinances require facilities to be improved as a prerequisite to further property development; and

WHEREAS, the City wishes to add its latecomer provisions to a separate section of city code; and

WHEREAS, on December 11, 2018, a public hearing was held to consider and approve amendments to the EDDS and this ordinance; and

WHEREAS, this Ordinance is supported by the staff report and attachments associated with the Ordinance along with documents on file with the City of Olympia; and

WHEREAS, this Ordinance is consistent with the comprehensive plan; and

WHEREAS, the Department of Commerce received information related to the adoption of these provisions pursuant to RCW 36.70A.106 on November 29, 2018; and

WHEREAS, a State Environmental Policy Act DNS was issued on December 24, 2018; and

WHEREAS, the amendments contained in this Ordinance are adopted pursuant to Article 11, Section 11, of the Washington State Constitution and other legal applicable authority;

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

Section 1. Amendment of OMC 18.00.000. Olympia Municipal Code 18.00.000 is hereby amended to read as follows:

18.00.000 Title Contents

Title 18

UNIFIED DEVELOPMENT CODE

Chapters:

Article I. GENERAL PROVISIONS

18.02 Basic Provisions

Article II. LAND USE DISTRICTS

18.04 Residential Districts

18.05 Villages and Centers

**18.05A Urban Village, Neighborhood Village, Neighborhood Center and Community
Oriented Shopping Center Design Guidelines**

18.06 Commercial Districts

18.08 Industrial Districts

Article III. OVERLAY DISTRICTS

18.10 Height Overlay Districts

18.12 Historic Preservation

18.16 Pedestrian Street Overlay District

18.20 Shoreline Master Program Regulations

Article IV. GENERAL REGULATIONS

18.32 Critical Areas

18.36 Landscaping and Screening

18.37 Nonconforming and Conforming Buildings and Uses

18.38 Parking and Loading

18.40 Property Development and Protection Standards

18.41 Latecomer Agreements

18.42 Signs

18.44 Antennas and Wireless Communications Facilities

18.46 Eligible Wireless Communication Facilities Modifications

Article V. DISCRETIONARY APPROVALS

18.48 Conditional Uses

18.50 Emergency Housing Facilities

18.51 State-Licensed Marijuana Producers, Processors, and Retailers

18.52 Limited Zones

18.53 Development Agreements

- 18.54 Planned Unit Development (PUD)**
- 18.56 Planned Residential Development (PRD)**
- 18.57 Master Planned Development (MPD)**
- 18.58 Rezones and Text Amendments**
- 18.59 Olympia Comprehensive Plan Amendment Process**
- 18.60 Land Use Review and Approval**
- 18.64 Townhouses**
- 18.66 Variances and Unusual Uses**

Article VI. ADMINISTRATION

- 18.72 Administration**
- 18.73 Civil and Criminal Penalty**
- 18.75 Appeals/Reconsideration**
- 18.76 Design Review Board**
- 18.77 Permit Application Contents**
- 18.78 Public Notification**
- 18.82 Hearing Examiner**
- 18.86 Neighborhood Association Recognition and Notification**
- 18.90 Transfer of Development Rights**
- 18.100 Design Review**
- 18.105 Historic Structures and Buildings Within Historic Districts**
- 18.110 Basic Commercial Design**
- 18.120 Commercial Design Criteria Downtown**
- 18.130 Commercial Design Criteria High Density Corridor (HDC)**
- 18.135 Commercial Design Criteria Residential Scale District**
- 18.140 Commercial Design Review Auto Oriented District**
- 18.145 Commercial Design Review Freeway Corridor District**
- 18.150 Port Peninsula**
- 18.155 West Bay Drive District**
- 18.170 Multi-Family Residential**
- 18.175 Infill and Other Residential**
- 18.180 Manufactured Home Parks**

Section 2. New Chapter. There is hereby added a new Chapter to Title 18 of the Olympia Municipal Code under Article IV, General Regulations, to be designated as Chapter 18.41 entitled, "Latecomer Agreements" which shall read as follows:

Chapter 18.41 LATECOMER AGREEMENTS

18.41.000 Chapter Contents

Sections:

18.41.020 Utility Latecomer Agreements.

18.41.040 Street Latecomer Agreements.

18.41.020 Utility Latecomer Agreements

A. The provisions of Chapter 35.91 RCW shall apply when an owner of real estate is required by any city ordinance, including but not limited to the City's Engineering Design and Development Standards, which are adopted into the Olympia Municipal Code by reference in Chapter 12.02, to improve or construct water or sewer facilities (including storm, sanitary, or combination sewers, pumping stations, and disposal plants, water mains, hydrants, reservoirs, or appurtenances) as a prerequisite to further property development. The improvements must be located within the corporate limits of the city except as provided otherwise under Chapter 35.91 RCW. The owner must submit a written request on a form provided by the city for a contract to recover the cost of the improvement or construction of water or sewer facilities prior to the approval of the water or sewer facility by the city. The application shall include the proposed benefitting properties, along with an estimated pro rata share that each property should pay. If an owner does not timely submit a written request, the city is not obligated to enter into a contract with the owner for the recovery of latecomer fees. The requirement of the city to contract with an owner of real estate for the construction or improvement of water or sewer facilities is only applicable if the facilities are consistent with all applicable comprehensive plans and development regulations of the city through which the facilities will be constructed or will serve.

1. Unless the city provides a written notice to the owner of its intent to request a comprehensive plan approval, the owner must request a comprehensive plan approval for water or sewer facility, if required.
2. Connection of the water or sewer facility to the city's system must be conditioned on:
 - a. Construction of the water or sewer facility according to plans and specifications approved by the city;
 - b. Inspection and approval of the water or sewer facility by the city;
 - c. Transfer to the city of the water or sewer facility, without cost to the city, upon acceptance by the city of the water or sewer facility;

- d. Full compliance with the owners' obligations under the contract and with the municipality's rules and regulations;
- e. Provision of sufficient security to the municipality to ensure completion of the water or sewer facility and other performance under the contract;
- f. Payment by the owner to the city of all of the city's costs associated with the water or sewer facility including, but not limited to, engineering, legal, and administrative costs; and
- g. Verification and approval of all contracts and costs related to the water or sewer facility.

3. Within 120 days of completion of the water or sewer facility and its acceptance by the city, the owner of real estate must submit the total cost of the water or sewer facility to the city in a form acceptable to the city. This information will be used by the city to determine reimbursements by future users who will benefit from the water or sewer facility, but who did not contribute to the original cost of the water or sewer facility.

B. The city will make the final determination of which parcels will directly benefit from the improvements and include those parcels in the assessment area.

C. The reimbursement share of all property owners in the assessment area shall be the pro rata share of the total cost of the project, less any contributions paid by the city. Each reimbursement share shall be determined by the city using a method of cost apportionment which is based upon the benefit received by each property from the project. The owner seeking a latecomer agreement shall not be reimbursed for the share of benefits that are allocated to its property.

D. A preliminary determination of area boundaries and assessments, along with a description of the property owner's rights and options, shall be forwarded by mail to the property owners of record within the proposed assessment area. A property owner within the assessment area may request a hearing before the city council. Such request must be in writing and specify the relief sought. The request must be filed with the city clerk, the city attorney, and director of public works within 20 days of the mailing of the preliminary determination. After receiving a timely request for a hearing, notice shall be given to all property owners in the assessment area of the date, time, and location of the hearing. The city council's ruling shall be determinative and final.

E. The contract shall be recorded with the Thurston County Auditor within 30 days of such approval by city council. The recorded contract shall constitute a lien against all real property within the assessment area for whom the owners did not contribute to the original cost of the utility project. The provisions of the contract may not be effective as to any owner of real estate not a party thereto unless the contract has been recorded with the Thurston County Auditor's office prior to the time the owner taps into or connects to the water or sewer facilities.

F. If, within a period of 20 years from the date the contract was recorded (or such other period provided for in the contract), any property within the assessment area applies for connection to the utility line, the lien for payment of the property's proportionate share shall become immediately due and payable to the city as a condition of receiving connection approval. An extension of the 20 years may be granted for a time not to exceed the duration of any moratorium, phasing ordinance, concurrency designation, or other governmental action that prevents making applications for, or the approval of, any new development within the benefit area for a period of six months or more. Upon extension of the reimbursement period, the contract amendment must specify the duration of the extension and must be filed and recorded with the county auditor. The city will notify property owners within the reimbursement area of any extension filed.

G. All assessments collected by the city pursuant to a latecomer agreement, minus the city's administrative charge, shall be paid to the original proponent, its personal representative, successors or assigns within 60 days after receipt by the city. The city's administrative charge for each collection is set forth in OMC Chapter 4.04. However, the property owner entitled to reimbursement must update his/her address with the city every two years from the date the contract is executed with information regarding the current contract name, address, and telephone number of the person, company, or partnership that originally entered into the contract. If the property owner fails to comply with such notifications, within sixty days of the specified time, then the city may collect any reimbursement funds owed to the property owner under contract and deposit such funds into the capital fund of the city.

H. A person, firm, or corporation may not be granted a permit or be authorized to tap into, or use any such water or sewer facilities or extensions thereof during the period of time prescribed in such contract without first paying to the city, in addition to any and all other costs and charges made or assessed for such tap, or use, or for the water lines or sewers constructed in connection therewith, the amount required by the provision of the contract under which the water or sewer facilities so tapped into or used were constructed. Whenever any tap or connection is made into any such contracted water or sewer facilities without such payment having first been made, the city may remove, or cause to be removed, such unauthorized tap or connection and all connecting tile, or pipe located in the facility right-of-way and dispose of unauthorized material so removed without any liability whatsoever.

I. Nothing in this section, nor any provision in a latecomer agreement, shall be construed as establishing the city as a public utility in areas not already connected to the city's utility system, nor shall this section, or any latecomer agreement, be construed as establishing express or implied rights for any property owner to connect to the city's utility system without first qualifying for such connection by compliance with all applicable city codes and ordinances.

J. Alternatively, the City may finance the construction or improvement of water or sewer facilities and create an assessment reimbursement area without the participation of a private property owner pursuant to RCW 35.91.060.

K. Nothing in this section is intended to create a private right of action for damages against the city for failing to comply with the requirements of this section. The city, its officials, employees, or agents may not be held liable for failure to collect a latecomer fee unless the failure was willful or intentional. Failure of a city to comply with the requirements of this section does not relieve the city of any future requirement to comply with this section.

18.41.040 Street Latecomer Agreements

A. The provisions of Chapter 35.72 RCW shall apply when an owner of real estate is required by any city ordinance, including but not limited to the City's Engineering Design and Development Standards, which are adopted into the Olympia Municipal Code by reference in Chapter 12.02, to improve or construct street facilities (including design, grading, paving, installation of curbs, gutters, storm drainage, sidewalks, street lighting, traffic controls, and other similar improvements, as required by the street standards of the city) as a prerequisite to further property development. The owner must submit a written request on a form provided by the city for a contract to request recovery of the cost of the improvement or construction of street facilities prior to the approval of such facilities by the city. The application shall include the proposed benefitting properties, along with an estimated pro rata share that each property should pay. The city has discretionary authority whether or not to enter into a contract with the owner for the recovery of latecomer fees for these types of improvements.

1. Within 120 days of completion of the street facilities and its acceptance by the city, the owner of real estate must submit the total cost of the street facilities to the city in a form acceptable to the city. This information will be used by the city to determine reimbursements by owners of parcels adjacent to the improvements that would require similar street improvements upon development, but who did not contribute to the original cost of the improvements.

B. The city will make the final determination of which parcels will directly benefit from the improvements and include those parcels in the assessment area.

C. The reimbursement share of all property owners in the assessment area shall be the pro rata share of the total cost of the project, less any contributions paid by the city. Each reimbursement share shall be determined by the city using a method of cost apportionment, which is based upon the benefit received by each property from the project. The owner seeking a latecomer agreement shall not be reimbursed for the share of benefits that are allocated to its property.

D. A preliminary determination of area boundaries and assessments, along with a description of the property owners' rights and options, shall be forwarded by certified mail to the property owners of record within the proposed assessment area. A property owner within the assessment area may request a hearing before the city council. Such request must be in writing and specify the relief sought. The request must be filed with the city clerk, the city attorney, and director of public works within 20 days of the mailing of the preliminary determination. After receiving a timely request for a hearing, notice shall be given to all property owners in the

assessment area of the date, time, and location of the hearing. The city council's ruling shall be determinative and final.

E. The contract, upon approval by the city council, shall be recorded with the Thurston County Auditor within 30 days of such approval. The filed contract shall be binding on owners of record within the assessment area who are not party to the contract.

F. If, within a period of 15 years from the date the contract was recorded (or such other period provided for in the contract), any property within the assessment area applies for connection to the utility line, the lien for payment of the property's proportionate share shall become immediately due and payable to the city as a condition of receiving connection approval. An extension of the 15 years may be granted for a time not to exceed the duration of any moratorium, phasing ordinance, concurrency designation, or other governmental action that prevents making applications for, or the approval of, any new development within the benefit area for a period of six months or more. Upon extension of the reimbursement period, the contract amendment must specify the duration of the extension and must be filed and recorded with the county auditor. The city will notify property owners within the reimbursement area of any extension filed.

G. All assessments collected by the city pursuant to a latecomer agreement, minus the city's administrative charge, shall be paid to the original proponent, its personal representative, successors or assigns within 60 days after receipt by the city. The city's administrative charge for each collection is set forth in OMC Chapter 4.04. However, the property owner entitled to reimbursement must update his/her address with the city every two years from the date the contract is executed with information regarding the current contract name, address, and telephone number of the person, company, or partnership that originally entered into the contract. If the property owner fails to comply with such notifications within sixty days of the specified time, then the city may collect any reimbursement funds owed to the property owner under contract and deposit such funds into the capital fund of the city.

H. Nothing in this section, nor any provision in a latecomer agreement, shall be construed as establishing the city as a public utility in areas not already connected to the city's utility system, nor shall this section, or any latecomer agreement, be construed as establishing express or implied rights for any property owner to connect to the city's utility system without first qualifying for such connection by compliance with all applicable city codes and ordinances.

I. Alternatively, the City may finance the construction or improvement of street facilities and create an assessment reimbursement area without the participation of a private property owner pursuant to RCW 35.72.050.

Section 3. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerk errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. 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 five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of an Ordinance Amending Olympia Municipal Code, Chapter 4.24, Section B, LOTT Capacity Development Charge and Making Two Changes to Chapter 4.24, Section C, Waste ReSources

Agenda Date: 1/15/2019
Agenda Item Number: 4.H
File Number: 19-0026

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

Title

Approval of an Ordinance Amending Olympia Municipal Code, Chapter 4.24, Section B, LOTT Capacity Development Charge and Making Two Changes to Chapter 4.24, Section C, Waste ReSources

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the ordinance amending Olympia Municipal Code, Chapter 4.24, Section B, LOTT Capacity Development Charge and making two changes to Chapter 4.24. Section C, Waste ReSources on second reading.

Report

Issue:

Whether to approve an ordinance amending Olympia Municipal Code, Chapter 4.24, Section B, LOTT Capacity Development Charge and making two changes to Olympia Municipal Code, Chapter 4.24, Section C, Waste ReSources.

Staff Contact:

Andy Haub, Water Resources Director, Public Works Department, 360.570.3795
Gary Franks, Waste ReSources Director, Public Works Department, 360.753.8780

Presenters:

None - Consent Calendar Item

Background and Analysis:

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

The LOTT Board of Directors votes each year to set rates for LOTT's Capacity Development Charge (CDC) and other monthly rates. The CDC is a one-time charge placed on new developments to support existing LOTT infrastructure assets. The City Council votes annually to adopt those rates into the Olympia Municipal Code (OMC). On December 18, 2018, Council passed Ordinance No. 7169 setting the 2019 utility fees and charges, with the CDC rate at \$6,046.21. This amount was in error and should have been \$6,049.21, per LOTT's approved 2019 rates. The attached ordinance amends the CDC rate to the correct amount within OMC Subsection 4.24.010.B.

Furthermore, on December 18, 2018, Council passed Ordinance No. 7169 setting the 2019 utility fees and charges for the Waste ReSources utility rates. Under section C, item 1, a description of the size of cart reads "One ninety-six gallon cart." This was in error and should have been "One ninety-five gallon cart." And in section C, item 17, the footnote under the table for "Customer-owned compactors and special containers" was listed as a "13.6% service fee." This was in error and should have been "14.1% service charge." The attached ordinance amends these items within OMC subsection 4.24.010.C.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Approve the ordinance amending the LOTT CDC to match the rate passed by the LOTT Board of Directors. This will bring the City into compliance with the interlocal agreement with LOTT and allow staff to charge and collect the correct amount. Approve the ordinance amending the Waste ReSources cart size and increasing the service charge percentage consistent with the other sections of the ordinance and the municipal utility tax.
2. Do not approve the ordinance as written and direct staff to modify the ordinance.

Financial Impact:

The LOTT Board of Directors sets the CDC. The funds collected by the City are passed directly onto LOTT. The changes to Waste Resources is consistent with the correct cart sizes and the 0.5 percent increase to the municipal utility tax.

Attachment:

Ordinance

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO UTILITY FEES AND CHARGES AND AMENDING SECTION 4.24.010 OF THE OLYMPIA MUNICIPAL CODE AND ORDINANCE #7169

WHEREAS, the City's utilities are managed with a goal of resource sustainability in order to maintain, rebuild, expand systems, and prepare for revenue variability; and

WHEREAS, the City Council intends to meet the goals and policies for utility fiscal management set forth in the Comprehensive Plan and utility master plans; and

WHEREAS, the City Council intends to promote rate equity through cost recovery by customer class, and to smooth out rate spikes over a period of up to six years, the time period for which the CFP is developed; and

WHEREAS, the City's Storm and Surface Water Utility and the Wastewater Utility are managed to maintain minimum operating expense reserves of ten (10) percent, and the Drinking Water Utility is managed to maintain minimum operating expense reserves of twenty five (25) percent; and

WHEREAS, in order to incorporate the foregoing principles into City Drinking Water Utility, City Storm and Surface Water Utility, City Wastewater Utility and LOTT Cleanwater Alliance (LOTT) wastewater treatment rates, the City Council received recommendations from the Utility Advisory Committee, held hearings, and reviewed the utility rates set forth in this Ordinance; and

WHEREAS, pursuant to the Interlocal Cooperation Act Agreement for Sewer Treatment, the LOTT Board of Directors is empowered to "impose, alter, regulate, and control rates, charges; and assessments;" and the LOTT Board of Directors held a public hearing and approved certain rate increases, which the City Council must annually adopt; and

WHEREAS, Ordinance #7169 was passed and approved on December 18, 2018, and published on December 21, 2018 with minor errors in OMC 4.24.010(B)(1), 4.24.010(C)(1) and 4.24.010(C)(17); and

WHEREAS, the City desires to correct such errors;

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

Section 1. Amendment of OMC 4.24.010. 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 ordinances or taxes assessed directly upon customers for which the 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 \$ 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 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. Monthly charges for meter sizes not listed in the schedule shall 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 be 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 be 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 consumers:**

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
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Automatic sprinkler systems or special fire service connections with the city water distribution system will be charged the monthly ready-to-serve charge based on pipe size in Section 1.6.a. 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
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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	\$ 6,0496.21 per ERU	OMC 13.08.210
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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 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 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 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-six <u>five</u> 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-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	\$ 71.18	
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 13.6 14.1% service fee 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
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-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 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 meter sizes not listed in the schedule shall correspond 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. 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. The provisions of this Ordinance are declared separate and severable. If any provision of this Ordinance or its application to any person or circumstances is held invalid, the remainder of this Ordinance or application of the provision to other persons or circumstances shall be unaffected.

Section 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 days from final passage and publication as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of a Resolution Authorizing an Interfund Loan for Emergency Response to Homelessness

Agenda Date: 1/15/2019
Agenda Item Number: 4.1
File Number: 19-0060

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

Title

Approval of a Resolution Authorizing an Interfund Loan for Emergency Response to Homelessness

Recommended Action

Committee Recommendation:

Not referred to a Committee.

City Manager Recommendation:

Move to approve the Resolution authorizing an Interfund loan up to \$1,485,000 from the City Investment Pool to the General Fund to fund strategies addressing the emergency response to homelessness.

Report

Issue:

Whether to approve a Resolution authorizing an Interfund loan up to \$1,485,000 from the City Investment Pool to the General Fund to fund strategies addressing the emergency response to homelessness.

Staff Contact:

Debbie Sullivan, Administrative Services Director, 360.753.8499

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

In May 2018, City Council passed Resolution M-1942 establishing immediate action items to address homelessness in Olympia. Then on July 17, 2018, Council declared a state of public health emergency related to human health and the environmental conditions caused by homelessness. These two actions resulted in strategies to respond to the immediate impacts to homelessness and a funding plan.

The strategies approved by Council exceed \$1.9 million, annually for the next three years. Several sources were identified to fund the emergency response strategies including Home Fund Sales Tax,

Municipal Utility Tax, Non-Voted Utility Tax, and community donations.

Staff is requesting Council authorization for an Interfund loan of \$1,485,000 from the City Investment Pool to the General Fund to fund emergency homeless response strategies over the next three years (2019-2021). The loan will be repaid from one percent of the Non-Voted Utility Tax once the commitment of the Interlocal Agreement with the Olympia Metropolitan Park District. No permanent diversion of funds will occur.

One percent of the Non-Voted Utility Tax is committed to purchasing property for parks until 2025 per an Interlocal Agreement between the City of Olympia and the Olympia Metropolitan Park District (OMPD). Once this obligation is fulfilled, the Non-Voted Utility Tax can be used for general purposes.

The loan will be paid in full no later than ten years from the date of the first draw. Interest will accrue on an annual basis at an annual rate equal to the average interest paid by the State's Local Government Investment Program in the previous year, currently 1.82%. The annual debt service payments starting in 2026 will be approximately \$487,434 and will include both principal and interest. Debt service payments will be paid from Non-Voted Utility Tax revenues referenced above. The loan status should be reviewed annually by Council at any open public meeting.

Issuing debt is generally reserved for capital purposes, and interfund loans are typically issued for periods of three years or less. The duration of this loan to be used for non-capital purposes is based on Council's declaration of the homelessness emergency and the need for immediate funding to address the response.

Neighborhood/Community Interests (if known):

None noted.

Options:

1. Move to approve the Resolution. The City will have resources available to implement the emergency homeless response strategies approved in 2018.
2. Direct staff to make changes to the terms and conditions of the interfund loan. Staff will update the Resolution and return to Council at a future date.
3. Do not approve the Resolution. The City will not be able to fully fund the emergency homeless response strategies approved in 2018.

Financial Impact:

The accumulated interest on the \$1.485 million loan will be approximately \$237,575 over the 10-year duration of the loan.

Attachments:

Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON
AUTHORIZING AN INTERFUND LOAN FROM THE CITY INVESTMENT POOL TO THE
GENERAL FUND FOR THE PURPOSE OF ADDRESSING THE EMERGENCY RESPONSE TO
HOMELESSNESS**

WHEREAS, persistent and increasing homelessness is a public health and safety issue that greatly impacts people experiencing homelessness, as well as the entire community, all citizens, neighborhoods, and business; and

WHEREAS, on July 17, 2018, the Olympia City Council approved Ordinance No. 7146 finding and declaring a public health emergency relating to human health and environmental conditions caused by increasing homelessness in the City of Olympia; and

WHEREAS, on December 18, 2018, the Olympia City Council approved Ordinance No. 7179 declaring that a continuing state of emergency exists due to an exigent threat to human health and environmental conditions related to homelessness affecting the City of Olympia; and

WHEREAS, on April 17, 2018, the Olympia City Council passed Ordinance No. 7135 creating a fund to be known as the Home Fund for deposit of funds to be used to construct affordable and supportive housing and housing-related purposes, including mental and behavioral health related facilities, and for costs of operations, maintenance, delivery and evaluations of mental health programs and services, or housing-related services as permitted by state law; and

WHEREAS, the funds deposited in the Home Fund include sales tax authorized by RCW.82.14.530 and other funds as determined by the City Council to support the purposes of the Home Fund; and

WHEREAS, the City's response to homelessness requires immediate funding beyond the sales tax proceeds; and

WHEREAS, the City Council finds it to be in the best interest of the City of Olympia to make an interfund, interest-bearing loan from the City Investment Pool to the General Fund to more expeditiously respond to the needs of the community;

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

1. The Administrative Services Director is authorized to make an interfund, interest-bearing loan from funds within the City Investment Pool to the General Fund in an amount not to exceed One Million Four Hundred Eighty Five Thousand and 00/100 Cents (\$1,485,000) U.S. (the Loan). Interest shall be due at the time of payment of the Loan. Annual interest shall be accrued equivalent to the average interest paid by the State of Washington Local Government Investment Program in the previous fiscal year, which is currently One and Eighty Two Hundreds percent (1.82%).

2. Draws on the Loan may be made on any business day. The Loan shall be paid in full no later than ten (10) years from the date of the first draw. The Loan may be pre-paid in full or partially at any time without penalty.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



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

City Council

Executive Session Pursuant to RCW 42.30.110 (1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter

Agenda Date: 1/15/2019
Agenda Item Number: 9.A
File Number: 19-0083

Type: executive session **Version:** 1 **Status:** Executive Session

Title

Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter