



# Meeting Agenda

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

---

**Tuesday, December 13, 2022**

**7:00 PM**

**Online and Via Phone**

---

**Last Meeting of the Year**

**Register to Attend:**

**[https://us02web.zoom.us/webinar/register/WN\\_STXdzef6S46tPSeU0TmWQA](https://us02web.zoom.us/webinar/register/WN_STXdzef6S46tPSeU0TmWQA)**

**1. ROLL CALL**

**1.A ANNOUNCEMENTS**

**1.B APPROVAL OF AGENDA**

**2. SPECIAL RECOGNITION - NONE**

**3. PUBLIC COMMENT**

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

*During this portion of the meeting, community members may address the City Council regarding items related to City business, including items on the Agenda. In order for the City Council to maintain impartiality and the appearance of fairness in upcoming matters and to comply with Public Disclosure Law for political campaigns, speakers will not be permitted to make public comments before the Council in these 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 two (2) minutes or less. In order to hear as many people as possible during the 30-minutes set aside for Public Communication, the City Council will refrain from commenting on individual remarks until all public comment has been taken. The City Council will allow for additional public comment to be taken at the end of the meeting for those who signed up at the beginning of the meeting and did not get an opportunity to speak during the allotted 30-minutes.*

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

**4. CONSENT CALENDAR**

*(Items of a Routine Nature)*

**4.A [22-1179](#) Approval of the December 6, 2022 Study Session Meeting Minutes**

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

**4.B [22-1178](#) Approval of the December 6, 2022 City Council Meeting Minutes**

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

- 4.C**     [22-1177](#)     Approval of Bills and Payroll Certification

**Attachments:** [Bills & Payroll](#)

- 4.D**     [22-1167](#)     Approval of a Resolution Granting Special Tax Valuation for the Olympia Heritage Site at 101 Olympic Way NW

**Attachments:** [Resolution](#)  
[Agreement](#)  
[OHC Recommendation](#)  
[Certification of Approval](#)

- 4.E**     [22-1166](#)     Approval of a Resolution Authorizing a Lease Agreement with Senior Services for South Sound for Space at The Olympia Center

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

- 4.F**     [22-1169](#)     Approval of a Resolution Authorizing an Interlocal Agreement with Thurston County to Combine the Olympia and Thurston County Home Funds

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

- 4.G**     [22-1171](#)     Approval of a Resolution Authorizing a Community Gun Buy-Back Program within the Olympia Police Department

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

- 4.H**     [22-1174](#)     Approval of a Resolution Authorizing a 2023 Plum Street Village Funding Agreement with the Low Income Housing Institute

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

- 4.I**     [22-1182](#)     Approval of a Resolution Authorizing an Amendment to the Municipal Services Contract with Thurston Community Television to Extend Services for 90 Days

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

#### **4. SECOND READINGS (Ordinances)**

- 4.J**     [22-1150](#)     Approval of an Ordinance Amending Ordinance 7344 (Fourth Quarter Budget Amendment)

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

- 4.K**     [22-1129](#)     Approval of an Ordinance Revising Fees for Engineering, Building and Land Use Permits, and Plan Review

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

- 4.L [22-1143](#) Approval of an Ordinance Updating Impact Fees

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

- 4.M [22-1157](#) Approval of an Ordinance Relating to Utility Fees and Charges and Amending Section 4.24.010 of the Olympia Municipal Code

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

- 4.N [22-1145](#) Approval of an Ordinance Adopting the 2023 Operating, Special Funds, Capital Budget, and Capital Facilities Plan: 2023-2028 Financial Plan

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

#### **4. FIRST READINGS (Ordinances)**

- 4.O [22-1176](#) Approval of an Ordinance Amending Olympia Municipal Code Section 3.04.600 to Add an Internal Service Fund to be Known as the Facilities Fund

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

#### **5. PUBLIC HEARING - NONE**

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

- 6.A [22-1181](#) Approval of the City of Olympia 2023 Legislative Agenda

**Attachments:** [Draft 2023 Legislative Agenda](#)

- 6.B [22-1180](#) Approval of the 2023 City Council Retreat Agenda

**Attachments:** [Draft 2023 Retreat Agenda](#)

- 6.C [22-1173](#) 2022 Year-End Highlights

#### **7. CONTINUED PUBLIC COMMENT**

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

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

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

#### **10. ADJOURNMENT**

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

*Service at 7-1-1 or 1.800.833.6384.*





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

## City Council

### Approval of the December 6, 2022 Study Session Meeting Minutes

**Agenda Date:** 12/13/2022  
**Agenda Item Number:** 4.A  
**File Number:**22-1179

---

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

---

#### **Title**

Approval of the December 6, 2022 Study Session Meeting Minutes



# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

---

**Tuesday, December 6, 2022**

**5:30 PM**

**Council Chambers, Online and Via  
Phone**

---

### Study Session

**Attend:** [https://us02web.zoom.us/j/83340643327?](https://us02web.zoom.us/j/83340643327?pwd=bEtRcDBtY3NyQWNrQTRHckZEa3E3QT09)  
[pwd=bEtRcDBtY3NyQWNrQTRHckZEa3E3QT09](https://us02web.zoom.us/j/83340643327?pwd=bEtRcDBtY3NyQWNrQTRHckZEa3E3QT09)

## 1. ROLL CALL

**Present:** 7 - Mayor Cheryl Selby, Mayor Pro Tem Clark Gilman, Councilmember Jim Cooper, Councilmember Yến Huỳnh, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Dontae Payne

## OTHERS PRESENT

### Staff

City Manager Jay Burney  
Assistant City Manager Debbie Sullivan  
Interim Assistant City Manager Rich Hoey  
Strategic Communications Director Kellie Purce Braseth  
City Attorney Mark Barber  
Police Chief Rich Allen  
Strategic Planning and Performance Manager Stacey Ray

### Community Work Group Members

Chris Belton  
Christina Daniels  
Larry Jefferson  
Malika Lamont  
Vanessa Malapote  
Todd Monohon  
Ally Upton  
Wade Uyeda

## 2. BUSINESS ITEM

- 2.A**     [22-1147](#)     Receive and Discuss Reimagining Public Safety Recommendations from the Community Work Group

Mayor Selby introduced the topic. Everyone present introduced themselves.

Ms. Ray gave an overview of the process and recommendations.

The Community Work Group shared their experience, vision, priorities, and impact regarding the Reimagining Public Safety process. Discussion among all present was then opened.

**The study session was completed.**

### **3. ADJOURNMENT**

The meeting adjourned at 6:49 p.m.



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

## City Council

### Approval of the December 6, 2022 City Council Meeting Minutes

**Agenda Date:** 12/13/2022  
**Agenda Item Number:** 4.B  
**File Number:**22-1178

---

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

---

**Title**

Approval of the December 6, 2022 City Council Meeting Minutes



# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

---

**Tuesday, December 6, 2022      7:00 PM      Council Chambers, Online and Via Phone**

---

### Register to Attend:

[https://us02web.zoom.us/webinar/register/WN\\_Q6\\_tB5L0Qty7ImNWR7cNmg](https://us02web.zoom.us/webinar/register/WN_Q6_tB5L0Qty7ImNWR7cNmg)

## 1. ROLL CALL

**Present:** 7 - Mayor Cheryl Selby, Mayor Pro Tem Clark Gilman, Councilmember Jim Cooper, Councilmember YẾN Huỳnh, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Dontae Payne

## 1.A ANNOUNCEMENTS

City Manager Jay Burney presented a video commemorating the renaming of Priest Pont Park to Squaxin Park in April.

## 1.B APPROVAL OF AGENDA

**The agenda was approved.**

## 2. SPECIAL RECOGNITION

### 2.A [22-1149](#) Special Recognition - Reimagining Public Safety Community Work Group

Strategic Planning and Performance Manager Stacey Ray gave an overview of the Reimagining Public Safety process and introduced Reimagining Public Safety Community Work Group representative Wade Uyeda.

Mr. Uyeda spoke of the experience of the Work Group.

Councilmembers thanked the Work Group for their work.

**The recognition was received.**

## 3. PUBLIC COMMENT - NONE

## 4. CONSENT CALENDAR

### 4.A [22-1144](#) Approval of the November 22, 2022 City Council Meeting Minutes

**The minutes were adopted.**

- 4.B**     [22-1148](#)            Acceptance of the Community Work Group's Reimagining Public Safety Recommendations

**The recommendation was adopted.**

- 4.C**     [22-1088](#)            Approval of a Resolution Authorizing an Interlocal Agreement with the Nisqually Indian Tribe for Jail Services

**The resolution was adopted.**

- 4.D**     [22-1156](#)            Approval of a Resolution Adopting the Transportation Improvement Program

**The resolution was adopted.**

- 4.E**     [22-1161](#)            Approval of a Resolution Authorizing the First Amendment to Interlocal Agreement with the City of Tumwater for the Study of a Regional Fire Authority

**The resolution was adopted.**

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

**4.     FIRST READINGS (Ordinances)**

- 4.F**     [22-1143](#)            Approval of an Ordinance Updating Impact Fees

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

- 4.G**     [22-1129](#)            Approval of an Ordinance Revising Fees for Engineering, Building and Land Use Permits, and Plan Review

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

- 4.H**     [22-1150](#)            Approval of an Ordinance Amending Ordinance 7344 (Fourth Quarter Budget Amendment)

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

- 4.I**     [22-1157](#)            Approval of an Ordinance Relating to Utility Fees and Charges and Amending Section 4.24.010 of the Olympia Municipal Code

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

- 4.J**     [22-1145](#)            Approval of an Ordinance Adopting the 2023 Operating, Special Funds, Capital Budget, and Capital Facilities Plan: 2023-2028 Financial Plan

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

## Approval of the Consent Agenda

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

**Aye:** 7 - Mayor Selby, Mayor Pro Tem Gilman, Councilmember Cooper, Councilmember Huynh, Councilmember Madrone, Councilmember Parshley and Councilmember Payne

## 5. PUBLIC HEARING

- 5.A**     [22-1155](#)     Public Hearing to Consider Formation of a Regional Fire Protection Authority and Approval of a Plan for Its Governance, Operation, and Financing, Including a Fire Benefit Charge

Mayor Selby gave a brief overview of the Regional Fire Authority (RFA) Planning Committee.

City Manager Burney and Interim Fire Chief Todd Carson gave an overview of the RFA plan.

Councilmembers asked clarifying questions.

Mayor Selby opened the public hearing at 7:57 p.m. The following people spoke: Bob Jacobs, Maria Ruth, Mike Simmons, Jim Lazar, Karen Messmer, Brian Faller, and Larry Dzieza. The public hearing closed at 8:17 p.m.

Councilmember Huynh discussed concerns raised regarding the effects of the RFA on parks funding.

**The public hearing was held and closed.**

## 6. OTHER BUSINESS

- 6.A**     [22-1160](#)     Approval of a Joint Resolution with the City of Tumwater to Form a Regional Fire Protection Authority and Approve an Operations and Finance Plan Related Thereto, and Providing for Submission to the Voters at the April 25, 2023, Special Election of the Cities of Olympia and Tumwater a Ballot Proposition to Create a Regional Fire Protection Service Authority Within the Boundaries of the Cities of Olympia and Tumwater and Approve an Operations and Finance Plan Related Thereto

City Manager Burney discussed an error in the Appendix B on page 25 of the RFA Plan related to fees related to Apartments.

**Councilmember Huynh moved, seconded by Councilmember Cooper, to amend Appendix B on page 25 of the RFA Plan to correct a wording error by**

**removing the paragraph language under “Apartments” through interlineation, as Apartment owners will receive a single bill for the benefit charge for their property. The motion carried by the following vote:**

**Aye:** 7 - Mayor Selby, Mayor Pro Tem Gilman, Councilmember Cooper, Councilmember Huynh, Councilmember Madrone, Councilmember Parshley and Councilmember Payne

Councilmembers spoke to their perspectives regarding the RFA.

**Councilmember Huynh moved, seconded by Councilmember Parshley, to approve the joint resolution with the City of Tumwater to form a Regional Fire Protection Authority, and approve a Governance Operations and Finance Plan related thereto, and providing for submission to the voters at the April 25, 2023, special election of the Cities of Olympia and Tumwater a ballot proposition to create a Regional Fire Protection Service Authority within the boundaries of the Cities of Olympia and Tumwater and approve a Governance Operations and Finance Plan related thereto. The motion carried by the following vote:**

**Aye:** 6 - Mayor Selby, Councilmember Cooper, Councilmember Huynh, Councilmember Madrone, Councilmember Parshley and Councilmember Payne

**Nay:** 1 - Mayor Pro Tem Gilman

**6.B**     [22-1128](#)     Approval of the 2023 Grants to Arts and Culture Organizations

Arts Program and Planning Supervisor Stephanie Johnson and gave an overview of the Grants to Arts and Culture Organizations program and 2022 grant recipients.

Arts Commission Chair Jim Burlingame gave an overview of the proposed 2023 Grants to Arts and Culture Organizations program recipients.

Councilmembers asked clarifying questions.

**Mayor Pro Tem Gilman moved, seconded by Councilmember Madrone, to approve grants to area arts and culture organizations for 2023, as recommended by the Arts Commission. The motion carried by the following vote:**

**Aye:** 7 - Mayor Selby, Mayor Pro Tem Gilman, Councilmember Cooper, Councilmember Huynh, Councilmember Madrone, Councilmember Parshley and Councilmember Payne

**7. CONTINUED PUBLIC COMMENT - NONE**

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



Councilmembers reported on meetings and events attended.

Mayor Selby suggested the first meeting of 2023, on January 3, be held remotely.

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

City Manager Burney discussed the Thurston County Regional Legislative Agenda.

Interim City Manager Rich Hoey gave an update to the issues related to an encampment on Harrison Avenue in front of Rite Aid. Each of the people camping there have now been connected to housing at Quince Street Village.

**10. ADJOURNMENT**

The meeting adjourned at 9:13 p.m.



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

## City Council

### Approval of Bills and Payroll Certification

**Agenda Date:** 12/13/2022  
**Agenda Item Number:** 4.C  
**File Number:**22-1177

---

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

---

**Title**

Approval of Bills and Payroll Certification

City of Olympia  
Expenditure Summary

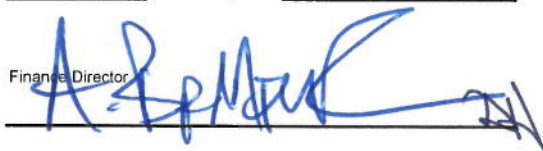
"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a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

For Period 11/6/2022 11/12/2022  
For A/P ACH Payments and A/P Checks Numbered 3752303 3752604  
For Other Electronic Payments Dated \_\_\_\_\_ Through \_\_\_\_\_

Inclusive in the Amount Totalling

Date 12/2/2022

Finance Director



Total Approved for Payment

	Fund	
\$1,010,518.63	001	General Fund
\$0.00	002	Shop Facilities
\$12,066.63	003	Revolving Account Fund
\$0.00	004	Urban Arterial Fund
\$0.00	006	Development Fee Revenue
\$19,632.89	007	Parking Fund
\$28,679.76	014	LEOFF 1 OPEB Trust Fund
\$0.00	021	Washington Center Endow
\$0.00	025	Washington Center
\$11,731.67	026	Municipal Arts Fund
\$0.00	107	Hud
\$0.00	108	Hud
\$0.00	127	Impact Fees
\$0.00	130	Sepa Mitigation Fund
\$2,962.03	132	Lodging Tax Fund
\$0.00	133	Arts And Conference Fund
\$0.00	134	Parks And Rec Sidewalk Ut Tax
\$0.00	135	Parking Business Imp Area
\$0.00	136	Farmers Mkt Repair/replic
\$0.00	137	Children's Hands On Museum
\$0.00	138	Trans Benefit District
\$0.00	139	Grants Control Fund
\$0.00	140	Reet
\$0.00	141	Oly Metro Park District
\$331,173.35	142	Home Fund
\$0.00	208	Lid Obligation Control
\$0.00	216	4th/5th Ave Pw Trst
\$0.00	220	Non-Voted General Obligation Debt Fund
\$0.00	223	Ltgo Bond Fund '06-parks
\$0.00	240	Voted General Obligation Debt Fund
\$0.00	250	Misc. Governmental Debt Fund
\$2,309.60	317	Capital Improvement Fund
\$148,742.25	318	Home Fund
\$750.00	320	Transportation Capital Improvement Fund
\$0.00	322	4/5th Ave Corridor/bridge
\$0.00	323	CIP Constr Fund - Parks
\$0.00	324	Fire Station 4 Construct
\$0.00	326	Transportation Const
\$0.00	329	Go Bond Project Fund
\$0.00	331	Fire Equipment Replacement Fund
\$340,106.92	335	Facilities Capital Improvement Fund
\$528,934.34	340	Parks Capital Improvement Fund
\$62,991.57	401	Water
\$1,337,506.59	402	Sewer
\$4,994.18	403	Solid Waste
\$47,639.05	404	Storm And Surface Water
\$0.00	407	Storm And Surface Water Mitig
\$893,637.50	411	Water Debt Service
\$22,162.50	412	Sewer Debt Service
\$0.00	414	Storm/Surface Water Debt
\$0.00	427	W/s Rev Bond Redemption
\$0.00	434	Storm/Surface Water CIP
\$520,966.53	461	Water Cip Fund
\$2,178.19	462	Sewer Cip Fund
\$0.00	463	Solid Waste/advertising
\$7,961.52	464	Storm/Surface Water Capital Improvement Fund
\$3,444.36	501	Equipment Rental
\$0.00	502	C. R. Equipment Rental
\$0.00	503	Unemployment Compensation
\$480.00	504	Ins Trust Fund
\$3,528.48	505	Workers Compensation
\$0.00	604	Firemen's Pension Fund
\$0.00	605	Customers Water Reserve
\$0.00	621	Washington Center Endow
\$0.00	630	County/State Custodial
\$0.00	631	Public Facilities
\$0.00	682	Law Enforcement Record Mngtsys
\$0.00	701	Parks-neighborhood
\$0.00	702	Parks-community
\$0.00	703	Parks-open Space
\$0.00	707	Parks-special Use
\$0.00	711	Transportation
\$0.00	720	Schools

\$5,345,098.54 GRAND TOTAL FOR WEEK

Reconciliation of Superior All Checks Register to Expenditure Summary

Data From Central Square All Checks Register

Description	From Check	to Check	Check Amount
Payroll A/P (vendors) Checks	22326		915,800.00
Payroll A/P (vendors) Checks	voided eft		(627.00)
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
EDT CHECK RUN 11-1-22			

Subtotal 915,173.00

Voided Checks (343.90)  
EFT 783,148.12  
A/P Checks 3,647,121.32

Grand Total 5,345,098.54

Proof 0.00

City of Olympia  
Expenditure Summary

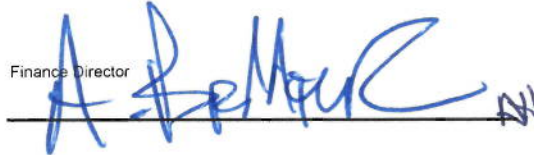
"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a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

For Period 11/13/2022 11/19/2022  
For A/P ACH Payments and A/P Checks Numbered 3752605 3752774  
For Other Electronic Payments Dated \_\_\_\_\_ Through \_\_\_\_\_

Inclusive in the Amount Totalling

Date 12/2/2022

Finance Director



Total Approved for Payment

Fund		
\$2,022,168.32	001	General Fund
\$0.00	002	Shop Facilities
\$0.00	003	Revolving Account Fund
\$0.00	004	Urban Arterial Fund
\$0.00	006	Development Fee Revenue
\$4,733.48	007	Parking Fund
\$23,295.11	014	LEOFF 1 OPEB Trust Fund
\$0.00	021	Washington Center Endow
\$32,092.61	025	Washington Center
\$4,706.32	026	Municipal Arts Fund
\$42.18	107	Hud
\$0.00	108	Hud
\$0.00	127	Impact Fees
\$0.00	130	Sepa Mitigation Fund
\$0.00	132	Lodging Tax Fund
\$0.00	133	Arts And Conference Fund
\$0.00	134	Parks And Rec Sidewalk Ut Tax
\$16,885.75	135	Parking Business Imp Area
\$0.00	136	Farmers Mkt Repair/replc
\$0.00	137	Children's Hands On Museum
\$1,555.74	138	Trans Benefit District
\$0.00	139	Grants Control Fund
\$0.00	140	Reet
\$0.00	141	Oly Metro Park District
\$378.88	142	Home Fund
\$0.00	208	Lid Obligation Control
\$0.00	216	4th/5th Ave Pw Trst
\$0.00	220	Non-Voted General Obligation Debt Fund
\$0.00	223	Ltgo Bond Fund '06-parks
\$0.00	240	Voted General Obligation Debt Fund
\$0.00	250	Misc Governmental Debt Fund
\$0.00	317	Capital Improvement Fund
\$961,208.75	318	Home Fund
\$60,912.85	320	Transportation Capital Improvement Fund
\$0.00	322	4/5th Ave Corridor/bridge
\$0.00	323	CIP Constr Fund - Parks
\$0.00	324	Fire Station 4 Construct
\$0.00	326	Transportation Const
\$0.00	329	Go Bond Project Fund
\$0.00	331	Fire Equipment Replacement Fund
\$45.00	335	Facilities Capital Improvement Fund
\$9,129.67	340	Parks Capital Improvement Fund
\$16,212.97	401	Water
\$12,107.96	402	Sewer
\$336,391.46	403	Solid Waste
\$8,518.58	404	Storm And Surface Water
\$0.00	407	Storm And Surface Water Mitig
\$0.00	411	Water Debt Service
\$0.00	412	Sewer Debt Service
\$0.00	414	Storm/Surface Water Debt
\$0.00	427	W/s Rev Bond Redemption
\$0.00	434	Storm/Surface Water CIP
\$1,210.15	461	Water Cip Fund
\$11,680.41	462	Sewer Cip Fund
\$0.00	463	Solid Waste/advertising
\$0.00	464	Storm/Surface Water Capital Improvement Fund
\$107,875.82	501	Equipment Rental
\$0.00	502	C. R. Equipment Rental
\$0.00	503	Unemployment Compensation
\$0.00	504	Ins Trust Fund
\$0.00	505	Workers Compensation
\$0.00	604	Firemen's Pension Fund
\$0.00	605	Customers Water Reserve
\$0.00	621	Washington Center Endow
\$11,953.71	630	County/State Custodial
\$0.00	631	Public Facilities
\$0.00	682	Law Enforcement Record Mgntsys
\$0.00	701	Parks-neighborhood
\$0.00	702	Parks-community
\$0.00	703	Parks-open Space
\$0.00	707	Parks-special Use
\$0.00	711	Transportation
\$0.00	720	Schools

\$3,643,105.72 GRAND TOTAL FOR WEEK

**Reconciliation of Superior All Checks Register to Expenditure Summary**

**Data From Central Square All Checks Register**

Description	From Check	to Check	Check Amount
Payroll A/P (vendors) Checks	22327	22334	1,790,527.83
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
EDT CHECK RUN 11-1-22			

Subtotal 1,790,527.83

Voided Checks (2,191.00)  
EFT 544,282.48  
A/P Checks 1,310,486.41

Grand Total 3,643,105.72

Proof 0.00



City of Olympia  
Expenditure Summary

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

For Period 11/20/2022 11/26/2022  
For A/P ACH Payments and A/P Checks Numbered 3752775 3752942  
For Other Electronic Payments Dated \_\_\_\_\_ Through \_\_\_\_\_

Inclusive in the Amount Totaling

12/2/2022 Date

Finance Director

*[Signature]*

Total Approved for Payment

	Fund	
\$512,172.52	001	General Fund
\$0.00	002	Shop Facilities
\$0.00	003	Revolving Account Fund
\$0.00	004	Urban Arterial Fund
\$0.00	006	Development Fee Revenue
\$1,245.23	007	Parking Fund
\$9,855.80	014	LEOFF 1 OPEB Trust Fund
\$0.00	021	Washington Center Endow
\$0.00	025	Washington Center
\$0.00	026	Municipal Arts Fund
\$0.00	107	Hud
\$0.00	108	Hud
\$0.00	127	Impact Fees
\$0.00	130	Sepa Mitigation Fund
\$23,880.81	132	Lodging Tax Fund
\$0.00	133	Arts And Conference Fund
\$0.00	134	Parks And Rec Sidewalk Ut Tax
\$1,000.00	135	Parking Business Imp Area
\$0.00	136	Farmers Mkt Repair/replic
\$0.00	137	Children's Hands On Museum
\$0.00	138	Trans Benefit District
\$0.00	139	Grants Control Fund
\$0.00	140	Reet
\$0.00	141	Oly Metro Park District
\$80.00	142	Home Fund
\$0.00	208	Lid Obligation Control
\$0.00	216	4th/5th Ave Pw Trst
\$0.00	220	Non-Voted General Obligation Debt Fund
\$0.00	223	Ltgo Bond Fund '06-parks
\$0.00	240	Voted General Obligation Debt Fund
\$0.00	250	Misc. Governmental Debt Fund
\$0.00	317	Capital Improvement Fund
\$22,446.00	318	Home Fund
\$547,909.05	320	Transportation Capital Improvement Fund
\$0.00	322	4/5th Ave Corridor/bridge
\$0.00	323	CIP Constr Fund - Parks
\$0.00	324	Fire Station 4 Construct
\$0.00	326	Transportation Const
\$0.00	329	Go Bond Project Fund
\$0.00	331	Fire Equipment Replacement Fund
\$2,961.99	335	Facilities Capital Improvement Fund
\$0.00	340	Parks Capital Improvement Fund
\$22,172.60	401	Water
\$9,523.23	402	Sewer
\$1,396.33	403	Solid Waste
\$2,793.89	404	Storm And Surface Water
\$0.00	407	Storm And Surface Water Mitig
\$0.00	411	Water Debt Service
\$0.00	412	Sewer Debt Service
\$0.00	414	Storm/Surface Water Debt
\$0.00	427	W/s Rev Bond Redemption
\$0.00	434	Storm/Surface Water CIP
\$4,979.28	461	Water CIP Fund
\$3,717.50	462	Sewer CIP Fund
\$2,359.69	463	Solid Waste/advertising
\$6,228.65	464	Storm/Surface Water Capital Improvement Fund
\$207.36	501	Equipment Rental
\$0.00	502	C. R. Equipment Rental
\$250.00	503	Unemployment Compensation
\$0.00	504	Ins Trust Fund
\$52.42	505	Workers Compensation
\$0.00	604	Firemen's Pension Fund
\$0.00	605	Customers Water Reserve
\$0.00	621	Washington Center Endow
\$0.00	630	County/State Custodial
\$0.00	631	Public Facilities
\$0.00	682	Law Enforcement Record Mngtsys
\$0.00	701	Parks-neighborhood
\$0.00	702	Parks-community
\$0.00	703	Parks-open Space
\$0.00	707	Parks-special Use
\$0.00	711	Transportation
\$0.00	720	Schools

\$1,175,232.35 GRAND TOTAL FOR WEEK

**Reconciliation of Superior All Checks Register to Expenditure Summary**

**Data From Central Square All Checks Register**

Description	From Check	to Check	Check Amount
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
EDT CHECK RUN 11-1-22			

Subtotal 0.00

Voided Checks (59.00)  
EFT 366,958.93  
A/P Checks 808,332.42

Grand Total 1,175,232.35

Proof 0.00

# CITY OF OLYMPIA

## PAYROLL CERTIFICATION FOR PAY PERIOD END: 11/15/2022

NET PAY: (SEMI MONTHLY) \$ 1,830,558.22

FIRE PENSION PAY: (MONTHLY)

MANUAL: \$ 4,058.03

TOTAL NET PAY: \$ 1,834,616.25

Semi-monthly Payroll  
Check Numbers: 93957 to 93967 \$ 10,076.72

Semi-monthly Payroll  
Direct Deposit: \$ 1,820,481.50

Manual Payroll Check  
Numbers: 93879 to 93879 \$ 2,794.44

Manual Payroll Check  
Numbers: 93954 to 93955 \$ 669.22

Void Direct Deposit \$ (669.22)

Manual Payroll Check  
Numbers: 93956 to 93956 \$ 1,263.59

Monthly Fire Pension  
Check Numbers: to

Monthly Fire Pension  
Direct Deposit:

TOTAL NET PAY: \$ 1,834,616.25

*Patricia Brassfield*

Prepared by:

11/22/2022

Date

*Debbie Heilman*

Reviewed by:

Nov 22, 2022

Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: **11/15/2022** have been examined and are approved as recommended for payment.

*Aaron BeMiller*

Aaron BeMiller (Nov 22, 2022 10:07 PST)

Approved by/Finance Director

11/22/2022  
Nov 22, 2022

Date



## City Council

### Approval of a Resolution Granting Special Tax Valuation for the Olympia Heritage Site at 101 Olympic Way NW

**Agenda Date:** 12/13/2022  
**Agenda Item Number:** 4.D  
**File Number:** 22-1167

---

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

---

#### **Title**

Approval of a Resolution Granting Special Tax Valuation for the Olympia Heritage Site at 101 Olympic Way NW

#### **Recommended Action**

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

The Heritage Commission recommends approval of the special valuation application for the historic property located at 101 Olympic Way NW.

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

Move to approve the resolution granting special property tax valuation status for the historic property at 101 Olympic Way NW.

##### **Report Issue:**

Whether to approve the resolution granting special property tax valuation status for the historic property at 101 Olympic Way NW.

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

Marygrace Goddu, Acting Historic Preservation Officer, Community Planning & Development,  
360.480.0923

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

None - Consent Calendar Item.

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

The City of Olympia participates in the Washington State Special Tax Valuation Program which incentivizes historic preservation by offsetting the cost to maintain and upgrade older buildings. Owners of designated historic buildings may apply for a property tax re-valuation following the completion of approved rehabilitation work, which must be "significant," meaning that qualified expenses must exceed 25 percent of the value of the building prior to rehabilitation and must comply with historic preservation standards.

Following OMC 3.60 *Special Property Tax Valuation*, the Olympia Heritage Commission (OHC)

reviews of each applicant project for compliance with preservation standards, verifies the owner's related expenses, and makes a recommendation to City Council.

The application must be approved or denied by Council and the decision must be transmitted to the County Assessor before the end of the current year. If approved, the City enters into a ten-year agreement with the property owner to ensure no additional modifications are made that adversely impact the property's historic value without written consent by the City.

Beginning the following year, the Thurston County Assessor will subtract the Total Qualified Rehabilitation Expenses from the assessed property value each year for a period of ten years.

#### 101 Olympic Way NW

Known as the Klaumbush House, the home was constructed in 1911 by William and Avis Klaumbush. William was a long-time Barber in Olympia, whose shop was on Capitol Way. He died in 1956 and Avis continued to live in the house until 1971. The home has strong and simple Craftsman detailing.

The rehabilitation made essential updates to electrical and plumbing; painted and cleaned the exterior; repaired roof, gutters, windows and insulation; made thoughtful interior improvements that preserve the home's original floorplan and restored original woodwork and floors.

On November 16, 2022, the Olympia Heritage Commission unanimously voted to recommend City Council approval of the application for Special Valuation at 101 Olympic Way NW, based on the following:

1. The property is individually listed on the Olympia Heritage Register.
2. The rehabilitation work was completed within 24 months prior to application.
3. The Heritage Review Committee determined that the rehabilitation work meets the *US Secretary of the Interior's Standards for Rehabilitation of Historic Properties*, and unanimously recommended approval to the full Heritage Commission following a site visit conducted October 24, 2022.
4. The assessed value of the structure prior to rehabilitation work was \$258,800.00.
5. The owner's Qualified Rehabilitation Expenses for this project must exceed 25% of the assessed value, or \$64,700.00, to meet the definition of a "significant" rehabilitation.
6. Staff conducted a review of the owner's receipts for the completed work and verified that the Total Qualified Rehabilitation Expenditures equal \$130,030.67, exceeding the 25 percent threshold for a significant rehabilitation.

The City Attorney has approved the attached ten-year agreement. The Certificate of Approval will be submitted to the Thurston County Assessor.

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

Stewardship improvements to this historic property are an especially visible expression of care for Olympia's period architecture and local history as this home holds a prominent location above the roundabout directly west of the 4<sup>th</sup> Avenue Bridge.

At this gateway to Downtown and entry point to Olympia's West Side, the building offers a critical first impression and an invitation to explore the eclectic and historic neighborhoods beyond.



In its improved condition the home is a beacon of welcome and pride that the entire community can share, and all visitors can enjoy.

As a result, the Southwest Neighborhood, the Northwest Neighborhood, the West Bay Neighborhood and the Downtown Neighborhood can all enjoy a heightened sense of neighborhood character, pride, and good stewardship.

**Options:**

- Approve the resolution granting special valuation for the historic property at 101 Olympic Way NW.
- Do not approve the resolution.
- Provide alternate direction.

**Financial Impact:**

Approving the application will result in no direct financial impact to City budgets. Staff time for processing Special Valuation applications is included in the operating budget.

**Attachments:**

Resolution

Agreement

Olympia Heritage Commission Recommendation

Certificate of Approval

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, GRANTING SPECIAL PROPERTY TAX VALUATION STATUS TO THE HISTORIC PROPERTY LOCATED AT 101 OLYMPIC WAY NW AND APPROVING A SPECIAL VALUATION AGREEMENT BETWEEN THE CITY OF OLYMPIA AND HILARY HASELTON FOR SUCH PURPOSE**

**WHEREAS**, Hilary Haselton has applied for special valuation of the property at 101 Olympic Way NW in Olympia, Washington ("Property"), pursuant to Chapter 84.26.030 RCW and Olympia Municipal Code ("OMC") 3.60.010 (the Application); and

**WHEREAS**, pursuant to OMC 3.60.020(B), the Heritage Commission reviewed the Application and made a unanimous recommendation for approval at its meeting on November 16, 2022; and

**WHEREAS**, the Heritage Commission's recommendation is required to be forwarded to the Olympia City Council, which acts as the Local Review Board and approves or denies applications for special property tax valuation pursuant to OMC 3.60.020(A); and

**WHEREAS**, the Olympia City Council, acting as the Local Review Board, has determined that the Application meets all the required criteria for special property tax valuation;

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

1. The Olympia City Council, acting as the Local Review Board pursuant to OMC 3.60.020 (A), finds that the property located at 101 Olympic Way NW, Olympia, Washington, meets the criteria for special valuation and hereby grants special tax valuation status for the Property and approves the form of Special Valuation Agreement ("Agreement") between the City of Olympia and Hilary Haselton, under the terms and conditions contained in the Agreement.
2. The City Manager is authorized and directed to execute the Agreement on behalf of the City of Olympia, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.
3. The City Manager or his designee is hereby authorized to execute a certificate of approval and file a copy of the certificate with the Thurston County Assessor within ten days, as provided in RCW 84.26.060.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## SPECIAL VALUATION AGREEMENT

THIS SPECIAL VALUATION AGREEMENT, is entered into by and between **Hilary Haselton** (“the APPLICANT”) and the Olympia City Council, acting as the Local Review Board (“the LOCAL REVIEW BOARD”).

WHEREAS, the APPLICANT is the owner of record of the historic property located at **101 Olympic Way NW, Olympia, Washington**, as more fully described in Exhibit A, attached and incorporated into this Agreement (“the PROPERTY”); and

WHEREAS, the APPLICANT has requested special valuation of the PROPERTY pursuant to Chapter 84.26 RCW; and

WHEREAS, the LOCAL REVIEW BOARD has determined that the PROPERTY has been substantially rehabilitated within the two-year period preceding the date of application; and

WHEREAS, the LOCAL REVIEW BOARD has determined that approved costs of said rehabilitation are **one hundred thirty thousand and thirty dollars and sixty-seven cents (\$130,030.67)** equaling or exceeding twenty-five percent (25%) of the assessed valuation of the PROPERTY prior to the improvements; and

WHEREAS, the LOCAL REVIEW BOARD has verified that the PROPERTY is a historic property that falls within a class of properties determined eligible for special valuation by local ordinance or administrative rule; and

WHEREAS, the LOCAL REVIEW BOARD finds the rehabilitation work has not altered the property in any way which adversely affects those elements that qualify it as historically significant;

NOW, THEREFORE, in consideration for the mutual covenants contained herein, the APPLICANT and the LOCAL REVIEW BOARD agree as follows:

1. The LOCAL REVIEW BOARD hereby determines that the PROPERTY qualifies for special valuation under Chapter 84.26 RCW.
2. The APPLICANT shall comply with the U.S. Secretary of the Interior’s Standards for Rehabilitation as set forth in Exhibit B, attached and incorporated into this Agreement.
3. The PROPERTY may not be altered without the prior written consent of the local REVIEW BOARD signed by a duly authorized representative thereof. No construction, alteration, or remodeling or any other action may be undertaken that would affect the historic character of the PROPERTY which classifies it as eligible for special valuation, or that would affect the appearance of the PROPERTY as depicted in the photographs attached as Exhibits C and incorporated into this Agreement, or that would adversely affect the structural soundness of the property; provided, however, that the reconstruction,

repair, repainting, or refinishing of presently existing parts or elements of the PROPERTY subject to this AGREEMENT, damage to which has resulted from casualty loss, deterioration, or wear and tear, is permitted without the prior approval of the LOCAL REVIEW BOARD, provided that such reconstruction, repair, repainting, or refinishing is performed in a manner that will not alter the appearance of those elements of the PROPERTY subject to this AGREEMENT as they are as of the effective date of this AGREEMENT. Exterior changes that require the consent of the LOCAL REVIEW BOARD include, but not be limited to, any substantial structural change or any change in design, color, or materials.

4. The PROPERTY may not be demolished without the prior written consent of the LOCAL REVIEW BOARD.

5. The APPLICANT shall make historic aspects of the PROPERTY accessible to the public one day each year if the PROPERTY is not visible from a public right-of-way.

6. The APPLICANT shall monitor the PROPERTY for its continued qualification for special valuation and notify the Thurston County Assessor within thirty (30) days of PROPERTY disqualification because of:

- a. a loss of historic integrity,
- b. sale or transfer to new ownership exempt from taxation, or
- c. sale or transfer to new ownership which does not intend to agree to the terms of this AGREEMENT nor file a Notice of Compliance form with the Thurston County Assessor.

7. The requirements for maintenance, public access, and reporting, the limitations on alterations to the PROPERTY, and any other provisions of this AGREEMENT may not be amended during the period of the classification without the approval of all parties to this AGREEMENT.

Terms of the Agreement. This AGREEMENT is effective immediately on the date of last signature below and remains in effect until the property is no longer eligible for special valuation either through disqualification under RCW 84.26.080 or upon expiration of the ten-year period of special valuation commencing **January 1, 2023 and ending December 31, 2033.**

Hold Harmless. The APPLICANT and its successors or assigns shall hold the State and the LOCAL REVIEW BOARD harmless from any and all liability and claims that may be asserted against the State and LOCAL REVIEW BOARD as a result of this AGREEMENT or the participation by the APPLICANT in the Special Valuation Program.

Governing Law. This AGREEMENT is governed by and must be construed in accordance with the laws of the State of Washington.

Hilary Haselton  
Hilary Haselton, Property Owner

Date: 11/30/2022

---

Steven J. Burney, City Manager (Review Board)

Date:

Approved as to form:

*Michael M. Young*  
\_\_\_\_\_  
Deputy City Attorney

Attachments:

Exhibit A: Property Description

Exhibit B: US Secretary of the Interior's Standards for Rehabilitation

Exhibit C: Contemporary and Historical Photographs

## EXHIBIT A

### Property Description

The Klaubush House located at 101 Olympic Way NW was built ca. 1911 by William and Avis Klaumbush. Mr. Klaumbush was born in Michigan and came to Olympia before the turn of the century. He was a longtime barber in Olympia whose shop was adjacent to the old Smokehouse on Capitol Way. William Klaumbush died in 1956 and his wife continued to live in the house until her death in 1971. The house is sited overlooking Budd Inlet and is a prominent landmark upland from the Fourth Avenue Bridge. The house has well-preserved craftsman details.

The home is a one and one-half story rectangular house set on a concrete block foundation. It has clapboard cladding with shingling on dormers. Gabled roofline has bell-cast eave line. Large dormers extend from and are incorporated into the roofline on the east and west sides. Similarly designed dormers are on the north and south sides. Full-width shed roof front port on the east (front) façade is supported by squared columns with a low clapboard railing. Entry is offset to the north and is adjoined by a tripartite window. Wide eaves. Fenestration consists of tripartite and one over one double hung sash windows. Dormers have smaller windows in the tops of the gables. Rear (west) porch extends from the rear roofline and with columns similar to the front porch.

## Exhibit B

### **U.S. Secretary of the Interior's Standards for Rehabilitation**

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

EXHIBIT C

Photographs

(See photo attachments)



# **THE KLAUMBUSH HOUSE**

Historic Rehabilitation

101 Olympic Way NW, Olympia, WA 98502

Submitted to City of Olympia Heritage Commission  
For Sepcial Valuation

By Hilary Haselton

## PRE-REHABILITATION PHOTOS



View of the eastern façade taken in 1915



View of the eastern façade taken in Sept. 1, 1997



View of the eastern façade taken in March 2022



View of the southern façade taken in March 2022



View of the western façade taken in March 2022



View of the interior kitchen taken in March 2022





View of the interior living room taken in March 2022



View of the interior dining room taken in March 2022



View of the interior bathroom taken in March 2022



View of the downstairs floors taken in March 2022



View of the upstairs floors taken in October 2022





View of the interior attic taken in March 2022



View of the interior attic taken in March 2022



View of the attic debris removal taken in October 2022



View of the attic debris removal taken in October 2022



## POST-REHABILITATION PHOTOS



View of the eastern façade taken in October 2022



View of the eastern façade taken in October 2022





View of the western façade taken in October 2022



View of the garage taken in October 2022



View of the downstairs floors taken in October 2022



View of the dining room taken in October 2022





View of the living room in October 2022



View of the entryway taken in October 2022



View of the kitchen taken in October 2022



View of the kitchen taken in October 2022



View of a bedroom taken in October 2022



View of the interior bathroom taken in October 2022





View of the 2<sup>nd</sup> floor hallway taken in October 2022



View of the clean attic w/new insulation in October 2022



**MEMORANDUM**

**TO:** Olympia City Council  
**FROM:** Olympia Heritage Commission  
**DATE:** November 16, 2022  
**SUBJECT:** 2022 Special Tax Valuation Recommendation

Pursuant to OMC 3.60 Special Tax Valuation the Heritage Commission recommends approval of Special Tax Valuation of the following properties to City Council, in its program role as the “Local Review Board”:

101 Olympic Way NW

This historic property has undergone a significant rehabilitation that meets the City of Olympia’s standards for historic preservation.

Following a careful review, the Commission determined that the applicant meets the requirements and standards of the Special Tax Valuation program described in OMC 3.60. The Commission recommends that an agreement with the owner be duly signed, and that certification of eligibility and related information be forwarded to the County Assessor before December 31, 2022 in keeping with program requirements.

**CERTIFICATION OF APPROVAL**  
Regarding Special Valuation on Improvements to Historic Property

OWNER: **Hilary Haselton**

SUBJECT: **101 Olympic Way NW**

THE CITY OF OLYMPIA CERTIFIES that the application for special valuation on improvements to a historic property under Chapter 84.26 RCW, Chapter 3.60 of the Olympia Municipal Code, and Thurston Ordinance 8563 was approved by the Olympia City Council at a meeting on November 16, 2022. The approved rehabilitation costs are \$130,030.67

The City Council found that the property qualifies as an eligible historic property on the following basis:

1. The building is an eligible class of buildings per Olympia Municipal Code 03.60.010. The property was placed on the Olympia Heritage Register in 1992.
2. The building is not altered in a manner that would adversely affect those elements that qualify it as historically significant. The features named as historically significant when the building was designated were preserved in this rehabilitation.
3. The rehabilitation cost and time requirements were met as follows:
  - The assessed value of the structure prior to rehabilitation was: **\$258,800.00**;
  - Twenty-five percent of this is: **\$64,700.00**;
  - The approved rehabilitation costs are: **\$130,030.67**;
  - Costs were verified by receipts submitted by the owner; and
  - The rehabilitation period is within the requisite 24 months prior to the application date of September 30, 2022.

A copy of the signed ten-year agreement is enclosed.

DATED at Olympia, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By:

\_\_\_\_\_  
Steven Jay Burney, City Manager



## City Council

### Approval of a Resolution Authorizing a Lease Agreement with Senior Services for South Sound for Space at The Olympia Center

**Agenda Date:** 12/13/2022  
**Agenda Item Number:** 4.E  
**File Number:** 22-1166

---

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

---

#### **Title**

Approval of a Resolution Authorizing a Lease Agreement with Senior Services for South Sound for Space at The Olympia Center

#### **Recommended Action**

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

Not referred to a committee

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

Move to approve the resolution authorizing the City Manager to sign the 2023-2025 Senior Services for South Sound Lease Agreement for space at The Olympia Center.

#### **Report**

##### **Issue:**

Whether to approve the resolution authorizing the City Manager to sign the 2023-2025 Senior Services for South Sound Lease Agreement for space at The Olympia Center.

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

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

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

None - Consent Calendar Item.

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

Senior Services for South Sound coordinates regional services for seniors in Thurston and Mason Counties and has leased space at The Olympia Center since the building opened in 1987. 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.

This lease is generally consistent with agreements from previous years with the exception of moving to a three-year lease. The terms continue the removal of rent terms for regional office space for term of the lease. This portion of the rent elimination should now be considered the standard moving forward, pending a significant change in City funding abilities or priorities in future years.



Other lease terms:

- Length: Three years, calendar years 2023, 2024, 2025.
- Space: Office lobby, reception, kitchen, storage and workspace at The Olympia Center.
- Lease Payment: Only for hours above room type maximums to keep a balance of use between senior services, community rentals and parks and recreation programs.
- Utilities: City provides all utilities except telephones.
- Janitorial Service: Olympia provides janitorial and facility maintenance services, except that Senior Services is responsible for any repairs or alterations they cause, except for ordinary wear and tear.

•

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

Senior Services for South Sound offers a wide range of programs in the South Sound for seniors and their families.

**Options:**

1. Approve a resolution authorizing the City Manager to sign the 2023-2025 Senior Services for South Sound Lease Agreement for space at The Olympia Center.
2. Do not approve the resolution and request language modifications to the agreement. This will require additional staff time to reconstruct and/or renegotiate terms of the agreement while delaying a legal agreement for Senior Services for South Sound to occupy the spaces they currently use at The Olympia Center.
3. Do not approve the resolution and provide staff with alternate direction. This will require additional staff time to reconstruct and/or renegotiate terms of the agreement while delaying a legal agreement for Senior Services for South Sound to occupy the spaces they currently use at The Olympia Center.

**Financial Impact:**

The 2023 budget was submitted with no expectation for lease/rent funds related to this partnership.

**Attachments:**

Resolution

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**, Senior Services fulfills a valuable community need in its assistance to seniors;

**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 2023 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 of the Lease, and to correct any scrivener's errors in said Lease Agreement, as may be required.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



## LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made and entered into between the City of Olympia (“OLYMPIA”) and SENIOR SERVICES FOR SOUTH SOUND, a Washington nonprofit corporation (“USER”) and is effective as of the date of the last authorizing signature below (which is the “effective date”).

OLYMPIA and USER agree as follows:

1. **Premises.** In consideration of providing services to senior citizens in the community and other good and valuable consideration, OLYMPIA hereby leases to USER a portion of The Olympia Center (the “CENTER”), located at 222 Columbia St NW, Olympia, Washington. More specifically, said portions (“the premises”) are described generally as follows (and in detail on the attached “Exhibit A”):

A. OLYMPIA agrees to grant 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 has been converted to a Health and Wellness program with the understanding that should the STARS program be reinstated, the Health and Wellness room would be converted back to STARS. Primary programming purposes for the Health and Wellness Room are: health consultations, medical checks, therapeutic programs for individuals, inclusion programming for seniors with developmental disabilities and dementia, personal hygiene procedures, and consultations. Use not consistent with these purposes is permitted on a limited basis but should not be used in a manner that avoids hour limits for use of space. All use must be sponsored and insured by Senior Services for South Sound.

### Lobby Space

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

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



access to any exclusive use areas for third party individuals or organizations.

- B. OLYMPIA grants USER nonexclusive use of the following areas based upon the agreed upon hours of use by USER.

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 are charged to USER using the standard hourly rate for those hours. USER shall 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 is managed cooperatively by OLYMPIA and USER. Responsibilities are 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) must be clean and ready for community use. Any hours, including but not limited to stocking, appliance use, cleaning, or prep work requiring extra time must be booked through OLYMPIA to avoid conflicts with community users. USER hours scheduled for purposes not related to the daily nutrition program but supporting on-site Senior Services for South Sound sponsored events are charged 200% of the senior rate identified on Exhibit “A”. USER hours for the specific purpose of catering private events are charged the standard rate charged for regular customers of The Olympia Center.

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 USER vacates the premises, the freezer will be removed, and USER will convert such space back to its original purpose (sink and prep space). USER is obligated to remove the freezer and convert the space back to its original purpose if and when it vacates the premises.

- 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. During any third party use of Dedicated Space or Lobby Space Areas, USER shall ensure a staff member is on location to assist and supervise use by any third party users. Exceptions to this requirement may be made with written approval from OLYMPIA. Use of programming space by a group under the co-sponsorship of USER that generates money or requires admission will be charged 400% of the senior rate.
  - D. Any change in use as described in “Exhibit A” during the term of this lease agreement must be requested in writing by USER and approved in writing by OLYMPIA prior to the execution of any changes.
- 2. **Rent.** USER shall pay OLYMPIA a total of \$0.00 (ZERO DOLLARS and NO CENTS) per quarter, as rental payment under this lease agreement, for an annual total of \$0.00 (ZERO DOLLARS and NO CENTS). Rental of \$0.00 reflects the community benefit of the services provided to residents by USER from the premises.
  - 3. **Term of Lease.** This lease agreement commences January 1, 2023, and terminates on December 31, 2025.
  - 4. **Annual Report.** USER shall provide OLYMPIA with a written annual report summarizing participation, activity, and the financial status of the organization. USER shall submit this report by June 15 following each calendar year.



5. **Utilities.** OLYMPIA shall pay the cost of all utilities, except telephone service. The cost of purchasing or leasing telephones and/or installing and maintaining same is the responsibility of 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 caused by USER, USER's agents, invitees, or employees.
  7. **USER's Repairs and Alterations.** USER shall keep the premises clean and in a sanitary condition, shall repair and/or pay to repair any and all damage to the premises caused by USER, and upon surrendering possession, shall leave the premises in good condition, except for ordinary wear and tear. USER shall not make any alterations, additions, or improvements to the premises without prior written consent of OLYMPIA. USER shall not commit any waste of or damage to the premises.
  8. **Damage by Casualty.** In the event the premises are destroyed or damaged by fire or other casualty so that the premises are unfit for use or occupancy, then OLYMPIA shall, within fifteen (15) days after said casualty, notify 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 automatically terminates.
  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 the 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 is occasioned by the sole negligence of OLYMPIA. It is further specifically and expressly understood that the indemnification provided herein constitutes USER's waiver of immunity under the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by USER and OLYMPIA. The provisions of this section survive the expiration or termination of this lease agreement.
- 10. Insurance Requirements**

A. Insurance Term

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



B. No Limitation

USER's maintenance of insurance as required by this lease agreement may not be construed to limit the liability of 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 must be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and must cover premises and contractual liability. OLYMPIA must be named as additional 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 must be written on an all risk basis.

D. Minimum Amounts of Insurance

USER shall maintain the following insurance limits:

1. Commercial General Liability insurance must be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance must be written covering the full value of USER'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 are primary insurance as respect OLYMPIA. Any insurance, self-insurance, or self-insured pool coverage maintained by OLYMPIA is excess of USER's insurance and does 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 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 applies 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 CENTER for its full replacement value.

J. Notice of Cancellation

USER shall provide OLYMPIA with written notice of any policy cancellation within two business days of USER's receipt of such notice.

K. Failure to Maintain Insurance

Failure on the part of USER to maintain the insurance as required is a material breach of lease, upon which OLYMPIA may, after giving five business days' notice to USER to correct the breach, terminate this lease agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to OLYMPIA on demand.

L. Full Availability of USER Limits

If USER maintains higher insurance limits than the minimums shown above, OLYMPIA is insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by USER, irrespective of whether such limits maintained by USER are greater than those required by this lease agreement or whether any certificate of insurance furnished to OLYMPIA evidences limits of liability lower than those maintained by USER.

M. Alcohol Sale or Consumption in the Premises.

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





approval of OLYMPIA. USER shall follow all state laws relevant to the type of alcohol sale or consumption conducted at the Center including, but not limited to, Banquet Permits and Special Occasions Licenses.

11. **Publicity.** USER shall provide OLYMPIA, specifically the CENTER Manager, with any and all publicity information affecting the CENTER.
12. **Termination.** This lease agreement 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 may not assign this lease agreement nor sublet the premises without the prior express written consent of OLYMPIA. USER shall pay all rent, maintenance, and repair costs and all other expenses and costs contained in this lease agreement. The collection of any and all assigned or sublet costs as agreed to between parties is 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 reasonably maintain said furniture and replace same, if necessary, to maintain decor consistent with that of the remainder of the CENTER.
15. **Rules.** USER shall comply with all laws, statutes, rules, regulations, ordinances, resolutions, and policies 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 is entitled to use and possession of the premises 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.
  3. For emergency purposes involving health, safety, and welfare.

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.** If USER abandons or vacates the premises before the end of the term, or if any rent is due and unpaid, or if default is made of any of the covenants and agreements to be performed by USER as set forth in this lease agreement, then OLYMPIA may, at its option, enter upon the premises and re-let the same for such rent and upon such terms as OLYMPIA may see fit, and if the full rental under this lease agreement is not being realized by OLYMPIA over and above any expenses to OLYMPIA to such re-letting, USER shall pay all deficiency promptly upon demand, or OLYMPIA may declare this lease agreement terminated and forfeited and take possession of the premises. USER shall 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. USER shall likewise make financial reserves available to Olympia. USER shall identify to OLYMPIA any terms, conditions, or restrictions attached to operating or reserve funds. USER shall itemize financial information to show the revenues, expenses, and cash reserves of each component program of USER.
- 19. Equipment Failure.** OLYMPIA is not 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 of the premises under this lease agreement upon completion of use. OLYMPIA is not 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 must be given to the following persons:
- |                 |   |
|-----------------|---|
| LESSOR:         | <b>City of Olympia</b>  |
| Contact Person: | Scott River, Director of Recreation and Facilities                    |
| Address:        | The Olympia Center<br>222 Columbia St NW<br>Olympia, Washington 98501 |
| Telephone:      | (360) 753-8380  |
| LESSEE:         | <b>Senior Services for South Sound</b>                                |
| Contact Person: | Brian Windrope, Executive Director                                    |
| Address:        | 222 Columbia St NW<br>Olympia, Washington 98501                       |
| Telephone:      | (360) 586-6181  |



**22. Entire Agreement/Amendments/Waiver.** 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 lease 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 lease agreement may 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 are governed in all respects by the laws of the State of Washington. Section headings are inserted for convenience only and may not be used in any way to construe the terms of this contract. Venue for any lawsuit related to this lease is agreement is proper only in Thurston County, Washington, state superior court.

**24. Ratification.** Any act consistent with the terms of this lease agreement but prior to its final execution is hereby ratified and affirmed.

**\*\*SIGNATURES ON FOLLOWING PAGES\*\***



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

# CITY OF OLYMPIA

Steven J. Burney, City Manager

Date \_\_\_\_\_

APPROVED AS TO FORM:

*Michael M. Young*  
Deputy City Attorney

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

On the \_\_\_\_ day of \_\_\_\_\_ 2022, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven J. Burney, to me known to be the City Manager of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he/she/they is/are authorized to execute the said instrument.

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

Signature

---

Print Name

NOTARY PUBLIC in and for the State of

Residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_



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

	Square Footage		O&M Rate	Subsidy Total
<b>Dedicated Space</b>				
<b>Administrative (Regional)</b>				
SHIBA (1st floor)	140		\$ 21.17	\$ 2,963.80
Travel Office (1st floor in lobby)	60		\$ 21.17	\$ 1,270.20
Reception/Regional Nutrition (former Volunteer Center)	453		\$ 21.17	\$ 9,590.01
Care Connection (2nd floor/former Volunteer Center)	140		\$ 21.17	\$ 2,963.80
Conference Room (2nd floor)	140		\$ 21.17	\$ 2,963.80
Development Office (2nd floor)	140		\$ 21.17	\$ 2,963.80
Finance Office (2nd floor)	140		\$ 21.17	\$ 2,963.80
General Admin. (2nd floor)	428		\$ 21.17	\$ 9,060.76
<b>Administrative Offices SubTotal</b>	<b>1641</b>			<b>\$ 34,739.98</b>
<b>Direct Service (Olympia)*</b>				
Activities Office (1st floor)	160		\$ 21.17	\$ 3,387.20
Boutique (2nd floor)	811		\$ 21.17	\$ 17,168.87
Nutrition Office (1st floor)	147		\$ 21.17	\$ 3,111.99
Health & Hygiene Room & Office (1st floor)	703		\$ 21.17	\$ 14,882.51
Reception; includes Inclusion Office (1st floor)	625		\$ 21.17	\$ 13,231.25
Senior Lobby** (1st floor)	3425		\$ 21.17	\$ 72,507.25
Social Services office (1st floor)	100		\$ 21.17	\$ 2,117.00
Trips Office (2nd floor)	238		\$ 21.17	\$ 5,038.46
<b>Direct Service Office Space SubTotal</b>	<b>6209</b>			<b>\$ 131,444.53</b>
<b>Programming Space (Olympia)</b>	<b>Allocated Hours</b>	<b>200% Rate</b>	<b>Senior Rate</b>	
Class/Meeting Rooms	2250	\$ 4.63	\$ 2.32	\$ 5,220.00
Gymnasium	450	\$ 7.25	\$ 3.63	\$ 1,633.50
Main Kitchen***	1237	\$ 8.75	\$ 4.38	\$ 5,418.06
Multi Purpose Room A****	1190	\$ 18.50	\$ 9.25	\$ 11,007.50
Special Events "MPABC"	57	\$ 27.50	\$ 13.75	\$ 783.75
Special Events "Meeting Rooms"	63	\$ 4.63	\$ 2.32	\$ 146.16
<b>Programming Space SubTotal</b>				<b>\$ 24,208.97</b>
<b>Total Lease^</b>				
<b>Total Subsidy</b>				<b>\$ 155,653.50</b>
* 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 an Interlocal Agreement with Thurston County to Combine the Olympia and Thurston County Home Funds

**Agenda Date:** 12/13/2022  
**Agenda Item Number:** 4.F  
**File Number:** 22-1169

---

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

---

#### **Title**

Approval of a Resolution Authorizing an Interlocal Agreement with Thurston County to Combine the Olympia and Thurston County Home Funds

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve the resolution authorizing an interlocal agreement with Thurston County to combine the Olympia and Thurston County Home Funds.

#### **Report**

##### **Issue:**

Whether to approve the resolution authorizing an interlocal agreement with Thurston County to combine the Olympia and Thurston County Home Funds.

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

Darian Lightfoot, Director of Housing and Homeless Response, 360.280.8951

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

None - Consent Calendar Item.

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

On February 13, 2018, voters in the City of Olympia approved an additional one tenth of one percent (0.1%) sales and use tax to establish a Home Fund as provided by RCW 82.14.530. Subsequently, on March 6, 2018, the Olympia City Council passed Ordinance No. 7127 authorizing the imposition of the sales and use tax increase in the City of Olympia to construct low income affordable housing and housing related services, including mental and behavioral health related facilities. The Home Fund has completed 4 rounds of funding allocations since its inception, dedicating approximately \$10 million to permanent supportive housing development and immediate homelessness response in

Olympia.

On January 11, 2022, the Olympia City Council approved a resolution of support of a Thurston County Home Fund and intent to partner with Thurston County, should the County take action to create a county-wide Home Fund. The Council further resolved to partner with Thurston County to coordinate use of the City's and County's respective Home Fund revenues to provide housing and housing related services within Thurston County and the City of Olympia. Under this approach, the Regional Housing Council would serve as the regional decision making process for the combined Olympia and County Home Fund revenues.

On January 25, 2022, the Thurston County Board of County Commissioners passed an ordinance imposing an additional sales and use tax of one tenth of one percent (0.1%) for housing and housing related services. Since the passing of the ordinance, leadership at the City of Olympia and Thurston County, along with members of the Regional Housing Council, have been developing the proposed Interlocal Agreement, outlining roles, responsibilities, administration, and other related requirements for combining the Home Funds.

The attached Interlocal Agreement sets forth the combined Home Funds, allowing the Regional Housing Council to oversee the newly established \$5-7 million annual funding source to leverage low-income housing development in Thurston County. This will add to the approximately 250 units already created by the Olympia Home Fund. Under the ILA, the County will serve as the fiscal agent for Olympia's Home Fund capital revenues and funds will be managed as provided in the Regional Housing Council (RHC) Interlocal Agreement.

Under the RHC Interlocal Agreement, a new County-wide Affordable Housing Advisory Board will be created to advise the RHC on funding recommendations. This new Advisory Board will replace Olympia's existing Home Fund Advisory Board. Under this Interlocal Agreement, one-third of the members of the new County-wide Advisory Board must be Olympia residents or representing organizations based or located in Olympia. To enact this requirement, the RHC Interlocal Agreement must be amended within 90 days of approval of the Home Fund Interlocal Agreement, or the Agreement is made null and void.

Under the proposed Interlocal Agreement, implementation of the combined Home Fund will be phased. The initial phase will combine the capital portion (65%) of Olympia's Home Fund with the County Home Fund. The operating funds (35%) will remain with Olympia to support staffing and emergent homeless response over the next three years. Over that period, the City and County intend to work towards a goal of full integration of the Home Funds.

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

Thurston County is under a state of emergency on homelessness and experiencing an affordable housing crisis. A regional funding source that is flexible and can be used to leverage permanent supportive housing development is crucial to making an impact on unhoused and housing insecure residents.

**Options:**

1. Approve the resolution authorizing the interlocal agreement between the City of Olympia and Thurston County to combine and operate the Home Fund



2. Approve the resolution authorizing the interlocal agreement between the City of Olympia and Thurston County to combine and operate the Home Fund with amendments
3. Take other action

**Financial Impact:**

The City of Olympia Home Fund generates approximately \$2.3 million per year. The ordinance sets aside 35% of those funds for administration and homeless response urgent needs. The City has dedicated those funds to waste removal and sanitation throughout the community at identified encampments along with operation support at several tiny home villages (Quince Street Village, Plum Street Village, Hope and New Hope Village). The remaining 65% of the fund has been allocated to capital housing projects through a request for proposals (RFP) process. Those capital funds will now be directed to Thurston County to conduct a single RFP process to entice more developers and create more housing projects. The 35% reserved for administration and homeless response urgent needs will remain with the City to support ongoing projects for the next 3 years with the goal of full integration of the Home Funds during that period.

**Attachments:**

Resolution  
Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING  
AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THURSTON COUNTY TO  
COMBINE THE OLYMPIA AND THURSTON COUNTY HOME FUNDS AS PERMITTED BY STATE  
LAW**

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

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

**WHEREAS**, on February 13, 2018, voters in the City of Olympia approved an additional one-tenth of one percent (0.1%) sales and use tax as provided by RCW 82.14.530. Subsequently, on March 6, 2018, the Olympia City Council passed Ordinance No. 7127 authorizing the imposition of the sales and use tax increase in the City of Olympia to construct low-income affordable housing and housing related services, including mental and behavioral health-related facilities, as permitted by RCW 82.14.530; and

**WHEREAS**, on January 11, 2022, the Olympia City Council approved a Resolution of Support of a Thurston County Home Fund and Intent to Partner with Thurston County, should the County take action to create a Home Fund. The Council further found that homelessness was caused by a variety of factors and that homelessness is a public health emergency existing in Olympia and Thurston County. The Council further resolved to partner with Thurston County to coordinate use of the City's and County's respective Home Fund revenues to provide housing and housing-related services to homeless persons residing within Thurston County and the City of Olympia, in coordination with the Regional Housing Council ("RHC") to achieve a regional decision-making process for the combined Olympia and County Home Fund revenues; and

**WHEREAS**, on January 25, 2022, the Thurston County Board of County Commissioners passed Ordinance No. 16128, imposing an additional sales and use tax of one-tenth of one percent (0.1%) for housing and housing related services as authorized by RCW 82.14.530, permitting the legislative authority of a county or city to impose a one-tenth of one percent (0.1%) local sales and use tax by councilmanic action for affordable housing and related services; and

**WHEREAS**, on June 14, 2018, the Thurston County Board of Health adopted Resolution No. H-2-2018, declaring homelessness a public health crisis, resolving to "provide support and leadership in effective community-wide collaborative coordination, planning, and policy efforts to end this crisis and to implement actions that will reduce homelessness, increase affordable housing development opportunities, and address the health, safety, social, economic, and environmental impacts of homelessness . . . "; and

**WHEREAS**, the housing affordability problem and its impact by increasing homelessness in Thurston County has continued to grow worse since 2018, and requires prompt action to mitigate economic impacts, enhance public safety, and reduce human suffering for County residents; and

**WHEREAS**, the Regional Housing Council (“RHC”) was created in January 2021 with the primary purpose to leverage resources and partnerships through policies and projects that promote equitable access to safe and affordable housing, and the RHC has developed a strategic framework to create an initial stock of 150-200 permanent supportive housing units, which requires additional funding to fully implement; and

**WHEREAS**, County Ordinance No. 16128 requires the County Manager to (a) develop an Interlocal Agreement with the City of Olympia outlining roles, responsibilities, administration, and other requirements related to combining Olympia’s and the County’s sales and use tax funds for housing and housing-related services; and (b) to work with participating jurisdictions to amend the Regional Housing Council Interlocal Agreement to create an administrative/executive arm to effectively guide the RHC on the use of the sales and use tax for housing and related services as permitted by law; and

**WHEREAS**, the County and Olympia agree that their objective is to create an efficient, effective, transparent, and inclusive system for funding, developing, managing, and implementing regional supportive and emergency housing projects in Thurston County and to jointly administer Olympia’s and the County’s Home Funds to accomplish this purpose; and

**WHEREAS**, the County and Olympia agree that all facilities funded using Home Fund revenues will support projects that are consistent with the objectives of the Thurston County Homeless Crisis Response Plan, and that this is best accomplished by working collaboratively to jointly manage the tax revenues from their respective Home Funds; and

**WHEREAS**, the County and Olympia further agree to continue to work towards an equitable sharing of the costs of supporting and managing existing emergency housing facilities and to work towards an equitable distribution of new facilities in the Thurston County region;

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

1. The Olympia City Council hereby approves the form of Interlocal Agreement between the City of Olympia and Thurston County to Combine the Olympia and Thurston County Home Funds as Allowed by State Law and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any amendments or 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 \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**INTERLOCAL AGREEMENT  
BETWEEN THURSTON COUNTY AND THE CITY OF OLYMPIA TO  
COMBINE THE OLYMPIA AND THURSTON COUNTY HOME FUNDS AS  
PERMITTED BY STATE LAW**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is made and entered into as of the date of the last signature below (which is the "effective date") by and between the City of Olympia, a Washington municipal corporation ("Olympia") and Thurston County, a Washington municipal corporation ("County"), collectively referred to herein as "the Parties" and individually as "Party."

**RECITALS**

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

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

**WHEREAS**, RCW 82.14.540(10) provides that a county and city may enter into an interlocal agreement for the purpose of pooling tax receipts received under RCW 82.14.530 and .540 for the purpose of pledging those taxes to bonds issued by one or more parties to the agreement, and allocating the proceeds of the taxes levied or the bonds issued in accordance with the terms of such interlocal agreement and Section .540; and

**WHEREAS**, on February 13, 2018, voters in the City of Olympia approved an additional one-tenth of one percent (0.1%) sales and use tax as provided by RCW 82.14.530. Subsequently, on March 6, 2018, the Olympia City Council passed Ordinance No. 7127 authorizing the imposition of the sales and use tax increase in the City of Olympia to construct low-income affordable housing and housing related services, including mental and behavioral health-related facilities, as permitted by RCW 82.14.530; and

**WHEREAS**, on January 11, 2022, the Olympia City Council approved a Resolution of Support of a Thurston County Home Fund and Intent to Partner with Thurston County, should the County take action to create a Home Fund. The Council further found that homelessness was caused by a variety of factors and that homelessness is a public health emergency existing in Olympia and Thurston County. The Council further resolved to partner with Thurston County to coordinate use of the City's and County's respective Home Fund revenues to provide housing and housing-related services to homeless persons residing within Thurston County and the City of Olympia, in coordination with the Regional Housing Council ("RHC") to achieve a regional decision-making process for the combined Olympia and County Home Fund revenues; and

**WHEREAS**, on January 25, 2022, the Thurston County Board of County Commissioners passed Ordinance No. 16128, imposing an additional sales and use tax of one-tenth of one percent (0.1%) for housing and housing related services as authorized by RCW 82.14.530, permitting the legislative authority of a county or city to impose a one-tenth of one percent (0.1%) local sales and use tax by councilmanic action for affordable housing and related services; and

**WHEREAS**, on June 14, 2018, the Thurston County Board of Health adopted Resolution No. H-2-2018, declaring homelessness a public health crisis, resolving to “provide support and leadership in effective community-wide collaborative coordination, planning, and policy efforts to end this crisis and to implement actions that will reduce homelessness, increase affordable housing development opportunities, and address the health, safety, social, economic, and environmental impacts of homelessness . . . .”; and

**WHEREAS**, the housing affordability problem and its impact by increasing homelessness in Thurston County has continued to grow worse since 2018, and requires prompt action to mitigate economic impacts, enhance public safety, and reduce human suffering for County residents; and

**WHEREAS**, the Regional Housing Council (“RHC”) was created in January 2021 with the primary purpose to leverage resources and partnerships through policies and projects that promote equitable access to safe and affordable housing, and the RHC has developed a strategic framework to create an initial stock of 150-200 permanent supportive housing units, which requires additional funding to fully implement; and

**WHEREAS**, County Ordinance No. 16128 requires the County Manager to (a) develop an Interlocal Agreement with the City of Olympia outlining roles, responsibilities, administration, and other requirements related to combining Olympia’s and the County’s sales and use tax funds for housing and housing-related services; and (b) to work with participating jurisdictions to amend the Regional Housing Council Interlocal Agreement to create an administrative/executive arm to effectively guide the RHC on the use of the sales and use tax for housing and related services as permitted by law; and

**WHEREAS**, the County and Olympia agree that their objective is to create an efficient, effective, transparent, and inclusive system for funding, developing, managing, and implementing regional supportive and emergency housing projects in Thurston County and to jointly administer Olympia’s and the County’s Home Funds to accomplish this purpose; and

**WHEREAS**, the County and Olympia agree that all facilities funded using Home Fund revenues will support projects that are consistent with the objectives of the Thurston County Homeless Crisis Response Plan, and that this is best accomplished by working collaboratively to jointly manage the tax revenues from their respective Home Funds; and

**WHEREAS**, the County and Olympia further agree to continue to work towards an equitable sharing of the costs of supporting and managing existing emergency housing facilities and to work towards an equitable distribution of new facilities in the Thurston County region;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

## **AGREEMENT**

### **I. Purpose and Goals of Agreement**

The purpose of this Agreement is to pool and combine the tax revenues received by the County's and Olympia's respective Home Funds to coordinate an efficient, effective, transparent, and inclusive system for funding, developing, managing, and implementing supportive and emergency affordable low-income housing and housing-related services in Thurston County and Olympia that are consistent with the objectives of the Thurston County Homeless Crisis Response Plan.

### **II. Combining Home Fund Revenues, Management, and Use**

Olympia agrees to allocate a minimum of sixty-five percent (65%) of its annual Home Fund tax revenues to capital projects for affordable low-income housing for those population groups identified in RCW 82.14.530. These funds shall be transferred to Thurston County's Home Fund for administration in accordance with RCW 82.14.530 for low-income housing capital projects. The County agrees it will serve as the fiscal agent for management and distribution of Olympia's Home Fund revenues and that these funds shall be managed as provided in the Regional Housing Council Interlocal Agreement ("RHC ILA"). The County agrees it will use no more than ten percent (10%) of the combined Home Fund revenues for program administration.

### **III. County Advisory Subcommittee to the RHC**

The Parties agree that Olympia's existing Home Fund Advisory Board will form the basis of the County Advisory Subcommittee to the Regional Housing Council. Olympia's Home Fund Advisory Board shall be expanded and modified to comply with the requirements of the County's ordinance that the County Advisory Subcommittee to the Regional Housing Council be composed of community members, including private sector stakeholders, representing all areas of the County. The modified County Advisory Subcommittee to the RHC will make recommendations to the full RHC for the RHC's consideration and approval. Home Fund revenue shall be managed as provided in the RHC ILA Amendment One approved in April 2021 and any amendments made pursuant to this Agreement.

### **IV. Future Appointments to County Advisory Subcommittee to the RHC**

The RHC shall accept applications from persons wishing to serve on the County Advisory Subcommittee to the Regional Housing Council and shall make recommendations on appointments to the County Advisory Subcommittee. The Board of County Commissioners will make formal appointments for service upon the County Advisory Subcommittee to the RHC. In recognition of Olympia combining its Home Fund with the County's Home Fund, Olympia requires that one-third (1/3) of the members of the County Advisory Subcommittee be Olympia residents, or represent organizations based or located in Olympia. This goal will be accomplished by amending the RHC ILA to provide for same. This Interlocal Agreement to combine the Olympia and Thurston County Home Funds is contingent upon the amendment of the RHC ILA by its members to provide that at least one-third (1/3) of the members of the County Advisory Subcommittee shall be residents of Olympia, or represent organizations based or located in Olympia. If the RHC ILA is not amended to provide Olympia one-third (1/3) representation on the County Advisory Subcommittee within ninety (90) days of the last signature to this Agreement, then this Agreement to combine Olympia's and the County's Home Funds shall be void and of no further legal effect, and any Olympia Home Fund monies during

the ninety (90) day period following final signature to this Agreement shall remain with or be returned to Olympia.

**V. Regional Housing Council Interlocal Agreement**

The RHC ILA shall serve as the basis for decision-making on the use of County and Olympia Home Fund tax revenues. The Parties agree that the RHC ILA shall be amended to incorporate County and Olympia Home Fund tax revenues, as well as the recommendations for funding by the County Advisory Subcommittee.

**VI. Olympia to Retain Portion of Home Fund Tax Revenues**

Olympia shall retain up to thirty-five percent (35%) of tax revenues deposited into the Olympia Home Fund. Olympia may use said funds as permitted by RCW 82.14.530 to support existing homeless services and projects such as the Olympia downtown mitigation site, Quince Street Village, or Plum Street Village, until such time as these services or projects are discontinued or are supported by RHC funds. Further, it is agreed that Olympia may use its retained Home Fund tax revenues to support up to 1.5 FTE. One funded staff person will serve as a member of the RHC Executive/Administrative Team, and all funded staff shall remain Olympia employees until such time when County and Olympia Home Fund programs are fully integrated.

**VII. RHC Executive/Administrative Team**

The County and Olympia, in coordination with the RHC Board, shall agree upon the makeup, organization, and administration of the RHC Executive/Administration Team and how it will generally be operated to support the implementation of the Parties' combined Home Funds and the RHC ILA.

**VIII. Annual Report Required**

As required by County Ordinance No. 16128, the Parties agree that the Regional Housing Council shall prepare an annual report on the use of County and Olympia Home Fund revenues each year this Agreement is in effect. Further, the RHC shall published the report and provide a copy to the Board of County Commissioners and a copy to the Olympia City Council.

**IX. Dissolution of RHC**

In the event the Regional Housing Council dissolves, and no replacement regional body is created, Olympia shall retain one hundred percent (100%) of its Home Fund revenues.

**X. Goal of Full Integration**

It is the goal of the Parties to continue to work toward fully integrating the County and Olympia Home Fund programs over a period of three years following the final execution of this Agreement. During this time, the Parties agree to mutually examine opportunities to combine all available Home Fund revenues.

**XI. Effective Date**

This Agreement shall be effective on January 1 of the year following approval of this Agreement by the Board of County Commissioners and the Olympia City Council, and execution of this Interlocal Agreement by authorized representatives of the Parties.



**XII. Duration of Agreement**

This Agreement may be terminated by either Party upon six (6) months' notice to the other Party as provided in Paragraph XIV.

**XIII. Amendment of Agreement**

This Agreement may be amended only by written agreement executed by all Parties in accordance with Chapter 39.34 RCW.

**XIV. Termination of Agreement**

This Agreement may be terminated upon mutual agreement of the Parties. Any party may withdraw upon six (6) months' written notice to the other Parties.

**XV. Interpretation and Venue**

This Agreement is governed by the laws of the State of Washington as to interpretation and performance. Venue for enforcement of any provision of this Agreement, or for any lawsuit arising out of or relating to this Agreement, shall be in the Superior Court of Thurston County.

**XVI. Entire Agreement**

This Agreement sets forth all terms and conditions agreed upon by the Parties and supersedes all prior agreements, oral or otherwise, with respect to the specific subject matter addressed herein.

**XVII. Counterparts**

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

**XVIII. No Third-Party Rights.**

This Agreement is between the signatory Parties only and does not create any third-party rights.

**XIX. Notice**

Any notice required under this Agreement shall be to the Party at the address listed below and shall become effective five (5) business days following the date of deposit with the United States Postal Service or shall be effective twenty-four (24) hours after deposit with a recognized overnight service via FedEx, UPS, or USPS, or shall be immediately effective upon personal service on the person and address designated below. Service of a notice may also be immediately effective by email, but only upon proof of acknowledgement of receipt of said email notice.

**THURSTON COUNTY**

Ramiro Chavez, County Manager  
Thurston County  
2000 Lakeridge Drive SW  
Olympia, WA 98502  
Email: [Ramiro.chavez@co.thurston.wa.us](mailto:Ramiro.chavez@co.thurston.wa.us)

**CITY OF OLYMPIA**

Steven J. Burney, City Manager  
City of Olympia  
P.O. Box 1967  
601 4<sup>th</sup> Ave E  
Olympia, WA 98507-1967  
Email: [jburney@ci.olympia.wa.us](mailto:jburney@ci.olympia.wa.us)

**XX. Waiver**

A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached as an addendum to the original Agreement.

**XXI. Severability**

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

**XXII. Records Retention and Audit**

Each Party shall maintain its own public records and shall be solely responsible for responding to records requests received about the subject matter of this Agreement. Any public records request addressed to the group as if this Agreement created a separate legal entity, shall be deemed to be a request received by each Party individually. Each Party shall separately respond, unless otherwise agreed by the Parties in writing and properly documented.

**XXIII. No Separate Legal Entity Created; Real or Personal Property Acquired or Held**

This Agreement creates no separate legal entity. To the extent any Party furnishes property for purposes of carrying out this Agreement, such property must be returned to that Party upon termination of this Agreement, or upon that Party's withdrawal from this Agreement.

**XXIV. Relationship of the Parties**

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. This Agreement is for the benefit of the Parties, and no third-party beneficiary relationship is intended.

**XXV. Recitals**

The Recitals set forth above are hereby incorporated into this Agreement as if fully stated herein.

**XXVI. Dispute Resolution**

The Parties shall make every effort to resolve disputes arising out of or relating to this Agreement through discussion and negotiation. In the event discussion and negotiation fail to resolve a dispute arising under this Agreement, the issue shall be determined by a Dispute Board in the following manner: Each Party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint one additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the Parties hereto. All cost associated with the appointment of the additional member will be equally shared between the Parties to this Agreement.

**XXVII. Posting and Recording**

Prior to its entry into force, this Agreement shall be posted upon the websites of the Parties or other electronically retrievable public source or filed with the Thurston County Auditor's Office as required by RCW 39.34.040.

This Agreement is hereby entered into between the Parties, and it shall take effect on the date of the last authorizing signature affixed hereto and posting or recording as provided in Paragraph XXVII.

**CITY OF OLYMPIA**, a Washington  
municipal corporation

**THURSTON COUNTY**, a Washington  
municipal corporation

\_\_\_\_\_  
**Steven J. Burney**, City Manager

\_\_\_\_\_  
**Ramiro Chavez**, County Manager

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

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

Approved as to form:

Approved as to form:

\_\_\_\_\_  
**Mark Barber**

**Mark Barber**, City Attorney

\_\_\_\_\_  
**Elizabeth Petrich**, Deputy Prosecuting Attorney



## City Council

### Approval of a Resolution Authorizing a Community Gun Buy-Back Program within the Olympia Police Department

**Agenda Date:** 12/13/2022  
**Agenda Item Number:** 4.G  
**File Number:** 22-1171

---

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

---

#### **Title**

Approval of a Resolution Authorizing a Community Gun Buy-Back Program within the Olympia Police Department

#### **Recommended Action**

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

Not referred to committee

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

Move to approve the Resolution authorizing a community buy-back incentive program within the Olympia Police Department.

#### **Report**

##### **Issue:**

Whether to approve the Resolution authorizing a community buy-back incentive program within the Olympia Police Department.

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

Rich Allen, Chief, Olympia Police Department, 360.753.8147

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

Rich Allen, Chief, Olympia Police Department

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

At the August 9, 2022, Council meeting, it was announced that the Olympia Police Department implemented a firearm destruction program so individuals with unwanted firearms could safely and legally turn in their weapons. The Council expressed interest in incentivizing the program and offered to provide the Department with one time funding of \$15,000 from the Council Goal fund.

Under the incentive program, the City will purchase \$15,000 in pre-paid visa gift cards in \$200 increments. The Olympia Police Department will issue community members one gift card per surrendered firearm, proactive to August 9, 2022.

Each transaction will be assigned a police report number and logged for auditing purposes.

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

Reducing the number of available firearms in the community contributes to an overall strategy to address gun violence. The buy-back program will provide the community the ability to surrender unwanted and unneeded firearms in a safe and legal manner.

**Options:**

1. Move to approve the resolution authorizing a community gun buy-back program.
2. Do not approve the resolution
3. Request changes and consider approval at a later date.

**Financial Impact:**

The City Council previously indicated the desire to use 2022 Council Goal Money to fund this project. If approved, this Resolution authorizes the use of those funds to purchase 75 pre-paid gift cards.

**Attachments:**

Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
AUTHORIZING A COMMUNITY GUN BUY-BACK PROGRAM**

**WHEREAS**, reducing the number of available firearms in the community contributes to an overall strategy to address gun violence; and

**WHEREAS**, gun buy-back programs, where individuals are provided some form of compensation to voluntarily relinquish firearms they possess to the Olympia Police Department, provide a strategy to reduce the number of firearms in the community, promote awareness of gun violence, and encourage safe disposal opportunities; and

**WHEREAS**, the City Council believes a gun buy-back program can promote gun safety, reduce gun violence within the community, and reduce the likelihood of accidental firearms injuries and suicides caused by firearms;

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

**Section 1.** The City Manager is hereby authorized and directed to create and implement a gun buy-back program within the Olympia Police Department using funds allocated by the City Council.

**Section 2.** For each firearm relinquished as part of the gun buy-back program, the Olympia Police Department will check the serial number against national databases to determine whether the firearm was reported stolen or linked to a crime. To the extent possible, firearms that are reported stolen should be returned to their rightful owners and firearms that are linked to crimes should be transferred to appropriate law enforcement agencies as necessary evidence possibly related to crimes. Firearms that are not stolen or linked to crime will be destroyed as part of the Olympia Police Department's annual firearm destruction process.

**Section 3.** Olympia's Community Gun Buy-Back Program shall be retroactive as of August 9, 2022.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

Mark Barber  
CITY ATTORNEY





## City Council

### Approval of a Resolution Authorizing a 2023 Plum Street Village Funding Agreement with the Low Income Housing Institute

**Agenda Date:** 12/13/2022  
**Agenda Item Number:** 4.H  
**File Number:** 22-1174

---

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

---

#### Title

Approval of a Resolution Authorizing a 2023 Plum Street Village Funding Agreement with the Low Income Housing Institute

#### Recommended Action

##### Committee Recommendation:

Not referred to a committee

##### City Manager Recommendation:

Approval of a Resolution Authorizing a 2023 Plum Street Village Funding Agreement with the Low Income Housing Institute.

#### Report

##### Issue:

Whether to approve a Resolution Authorizing a 2023 Plum Street Village Funding Agreement with the Low Income Housing Institute.

##### Staff Contact:

Rich Hoey, Interim Assistant City Manager, 360.753.8227

Darian Lightfoot, Director of Housing and Homeless Response, 360.753.8033

##### Presenter(s):

None - Consent Calendar Item

#### Background and Analysis:

Plum Street Village is a 29-unit tiny home village that provides critical shelter and support services for unhoused individuals in our community. Since its inception in February 2019, the City has contracted with the Low Income Housing Institute (LIHI) for on-going management and operation of Plum Street Village. Through a funding agreement with the City, LIHI provides 24/7 staffing of Plum Street Village, including case management services for residents.

In addition to the 29 tiny homes, Plum Street Village has hygiene facilities (bathrooms, showers and laundry) and a communal kitchen. Additional information about Plum Street Village can be found on

the City's website.

The current 2021-2022 funding agreement with LIHI expires at the end of this calendar year. This proposed funding agreement provides operational funding for LIHI to continue to operate Plum Street Village through 2023.

The City also has a companion property lease agreement with LIHI for the Plum Street Village property. That lease agreement expires at the end of January 2023. Staff intends to bring a property lease extension to City Council sometime in January.

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

There is significant community interest in the City's homeless response efforts. As part of the funding agreement for Plum Street Village, LIHI is required to hold Community Advisory Committee (CAC) meetings to gain input and feedback from the community. The CAC includes neighborhood stakeholders, faith-based communities, service providers and businesses. The City also participates in the CAC meetings, currently held bi-monthly.

**Options:**

1. Approve the Resolution Authorizing the 2023 Plum Street Village Funding Agreement with the Low Income Housing Institute.
2. Do Not Approve the Resolution Authorizing the 2023 Plum Street Village Funding Agreement with the Low Income Housing Institute.
3. Request Modification to the Funding Agreement. The current 2021-2022 funding agreement expires at the end of 2022 which would require a short-term temporary extension of the agreement while potential changes to the 2023 agreement are negotiated.

**Financial Impact:**

Under the proposed funding agreement, the City would pay LIHI up to \$550,120 for operation and management of Plum Street Village as outlined in the scope of operations (Exhibit B). The 2023 budget for Plum Street Village operations (see Exhibit C) is intended to reimburse LIHI's staffing expenses, other operational expenses and administrative costs up to the contract limit.

LIHI's Plum Street Village staffing totals 6.34 FTEs, and covers 24/7 staffing/security, case management and maintenance and support staff. The budget assumes that LIHI will receive reimbursement for 50% of case management costs (currently 1 FTE) from the Medicaid Foundational Community Support program.

The 2023 funding agreement reflects an increase of \$94,359 (or 20.7 percent) over the 2022 agreement. Due to inflation and other factors, LIHI indicates that they have been operating Plum Street Village at a deficit over the past year. As shown in Exhibit C, LIHI estimates their costs to manage Plum Street Village will be \$676,093 in 2023, well above the \$550,120 that City staff have negotiated for the City to pay in 2023. LIHI has indicated that they will seek other sources of funding, including fundraising, to cover the balance of their costs in 2023.

City costs associated with this funding agreement will be covered through Home Fund operating dollars and other sources earmarked for housing and homeless response in the City's 2023 budget.

**Attachments:**

Resolution  
Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING  
A FUNDING AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE LOW INCOME HOUSING  
INSTITUTE FOR OPERATION OF A TINY HOUSE VILLAGE**

**WHEREAS**, the City of Olympia declared a public health emergency related to homelessness on July 17, 2018;  
and

**WHEREAS**, the City has since then worked to find solutions that will assist in alleviating the homeless crisis in  
Olympia and reduce human suffering; and

**WHEREAS**, the Low Income Housing Institute (LIHI) is a non-profit entity with experience in assisting those  
who are homeless by establishing tiny house villages as transitional housing and connecting residents with  
essential services to allow them the best chance of success in transitioning to permanent housing; and

**WHEREAS**, LIHI has operated the Plum Street Village within the City of Olympia since its inception in 2019,  
and the City would like to continue to fund the operation of Plum Street Village to assist with addressing the  
homelessness crisis; and

**WHEREAS**, the City Council determines it to be in the best interest of the residents of the City of Olympia to  
continue to provide funding to the non-profit entity LIHI to enable LIHI to operate Plum Street Village;

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

1. The Olympia City Council hereby approves the form of Funding Agreement between the City and LIHI to  
provide funding to LIHI for the operation of Plum Street Village within the City of Olympia and the terms  
and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Funding  
Agreement, and any other documents necessary to execute said Agreement, and to make any  
amendments or 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 \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

Mark Barber  
CITY ATTORNEY

**2023 PLUM STREET VILLAGE FUNDING AGREEMENT  
BETWEEN  
CITY OF OLYMPIA AND LOW INCOME HOUSING INSTITUTE**

This Funding Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and the Low Income Housing Institute, a Washington non-profit corporation ("LIHI").

The City of Olympia declared a public health emergency related to homelessness on July 17, 2018. Since that date, the City has worked to find solutions that will assist in alleviating the homeless crisis in Olympia and to reduce human suffering. LIHI has experience assisting those who are homeless by establishing tiny house villages as transitional housing and connecting residents with essential services to allow them the best chance of success in transitioning to permanent housing.

Under similar prior agreements with the City, LIHI has operated Plum Street Village since its inception in 2019.

NOW, THEREFORE, the Parties agree as follows:

**1. Purpose.**

The purpose of this Agreement is to provide funding to LIHI, a Washington non-profit corporation, to enable LIHI to operate a tiny house village in Olympia, Washington.

LIHI will work with residents of the village to ensure they obtain the services necessary to enable each resident to transition to permanent housing within a reasonable period of time.

**2. Term/Termination.**

The term of this Agreement shall commence on the date of the last authorizing signature affixed hereto and shall continue until December 31, 2023, unless otherwise terminated as provided in this Agreement. Prior to the expiration of the Term, this Agreement for funding may be terminated upon sixty (60) days' written notice to LIHI, with or without cause by the City. Once termination notice has been provided, the City shall only be responsible for funding the work that is currently in progress and can be completed prior to the date of termination.

**3. Location of the Site.**

LIHI shall continue to staff the tiny house village located upon City owned property that has been leased to LIHI at Plum Street & Union Avenue in Olympia, the exact location of which is shown on **Exhibit "A,"** and hereafter referred to as "Plum Street Village" or "Village." The site area is approximately 13,000 square feet.

**4. Structures on the Site.**

Any significant changes to the site must be approved by the City of Olympia prior to commencement of changes. Plum Street Village currently consists of:

- a. 29 tiny house shelters
    - o Each tiny house is equipped with electrical power, windows, locking door
    - o furniture (bed, chair)
    - o necessary fixtures (heat, lighting)
  - b. On-site security
  - c. 3 Resident Common Areas include:
    - o Case Management Office
    - o Two community areas
  - d. 1 Hygiene Trailer:
    - o 3 showers
    - o 4 toilets - one ADA
    - o 1 washer/1 dryer
  - e. 1 Cooking/Eating area:
    - o Equipped with kitchen appliances
  - f. Fencing capable of locking surrounding the perimeter of two main areas
    - o Six-foot high chain link
5. **Funding.** LIHI will operate the existing 29-unit tiny house village as outlined in the Scope of Operations in **Exhibit B**, in exchange for reimbursement funding not to exceed the total amount set forth in the Budget in **Exhibit C**.
- A. **Total Funding.** The City agrees to fund LIHI in an amount not to exceed Five Hundred and Fifty Thousand One Hundred and Twenty and No/100 Dollars (\$550,120.00.) as set forth in **Exhibit C**.
  - B. **Method of Funding.** Funding by the City will be provided on a reimbursement basis only with proper receipts for items purchased or staff employed, accompanying a properly completed invoice, the requirement of which are outlined in **Exhibit C**, Budget. ***In the event LIHI fails to submit an invoice that includes proper documentation to the City within 60 days from the end of the month in which the expense is incurred, LIHI forfeits any right to reimbursement for that expense.***
  - C. **LIHI Responsible for Taxes.** LIHI shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of LIHI's business operations.
6. **Compliance with Laws.**  
 In using the funding authorized under this Agreement, LIHI shall comply with and all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.



**7. Assurances.**

LIHI affirms that it has the requisite training, skill and experience necessary to establish, manage, and operate the Plum Street Village for the purpose stated in this Agreement in a manner that will ensure the stability, safety, and health of residents and that will promote safety in the community. ***This includes necessary skill and training in accounting matters so that expenses are tracked and invoicing is properly and timely provided to the City for reimbursement.*** LIHI further affirms that any employees, officers, officials and volunteers are appropriately trained, accredited and licensed by any and all applicable agencies and governmental entities, including but not limited to being licensed to do business in the state of Washington and within the City of Olympia.

**8. Independent Contractor/Conflict of Interest.**

It is the intention and understanding of the Parties that LIHI is operating independently from the City and the City shall be neither liable nor obligated to pay any LIHI employee any benefits provided to City employees such as sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other employment related tax. LIHI shall pay all income and other taxes due for LIHI employees. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to LIHI, shall not be deemed to convert this Agreement to an employment contract. Even though funding for this Agreement may include reimbursement for certain LIHI staff and benefits, LIHI employees shall not be considered employees of the City.

**9. Equal Opportunity Employer.**

A. In all LIHI services, programs or activities, and all hiring and employment made possible by or resulting from this Funding Agreement, there shall be no unlawful discrimination by LIHI or by LIHI's employees, agents, subcontractors or representatives against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. LIHI shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding nondiscrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the LIHI's breach, may result in ineligibility for further City agreements.

B. In the event of LIHI's noncompliance or refusal to comply with the above nondiscrimination plan, this Agreement may be rescinded, canceled, or terminated in whole or in part, and LIHI may be declared ineligible for further agreements or contracts with the City. LIHI, shall, however, be given a reasonable time in which to correct this noncompliance.

- C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, LIHI must complete and return the *Statement of Compliance with Nondiscrimination* attached as **Exhibit D**. Because the contract amount is over \$50,000, LIHI shall execute the attached Equal Benefits Declaration - **Exhibit E**.

**10. Responsibilities for Communication.**

LIHI shall operate the Plum Street Village in a manner consistent with the accepted practices for other similar Tiny House Villages, being particularly mindful of the surrounding neighborhood in which Plum Street Village is sited and its proximity to schools and businesses. LIHI shall:

- Organize Community Advisory Committee (CAC) meetings made up of neighborhood stakeholders, faith-based organizations, service providers, and businesses, which will provide ongoing advisory input to the Village that meets at least bi-monthly. LIHI shall invite the city's homeless response coordinator to attend all CAC stakeholder meetings.
- Engage with interested parties through presentations and educational tools.
- Publicize telephone numbers, email addresses, and staff contacts for any community member seeking to contact the Village or LIHI staff, and LIHI shall respond promptly.
- Organize a public open house of the Village and coordinate tours as needed.
- Respond promptly to any citizen request for documentation relating to the establishment or operations of Plum Street Village or its communications.
- Participate in monthly meetings with City housing and homeless response staff to report on outcomes (e.g., intakes, movements to permanent housing, self-withdrawals, exits, etc.), billings, community relations, coordination with the County homeless response system, and general communications between LIHI and the City.

**11. Indemnification/Insurance.**

- A. Indemnification/ Hold Harmless. LIHI shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of LIHI in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of LIHI and the City, its officers, officials, employees, and volunteers, LIHI's liability hereunder shall be only to the extent of the LIHI's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the LIHI's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- B. Insurance Term. LIHI 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 performance of the work hereunder by LIHI, its agents, representatives, or employees.

- C. No Limitation. LIHI's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of LIHI to the coverage provided by such insurance, or otherwise limit the LIHI's recourse to any remedy available at law or in equity.
- D. Minimum Scope of Insurance. LIHI shall obtain insurance of the types described below:
1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
  2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the LIHI's Commercial General Liability insurance policy with respect to the work performed as a part of this Agreement using an additional insured endorsement at least as broad as ISO CG 20 26.
  3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  4. Professional Liability insurance appropriate to LIHI's profession.
- E. Minimum Amounts of Insurance. LIHI shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, with excess or umbrella coverage in the sum of \$10,000,000.
  3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- F. Other Insurance Provisions. LIHI's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of LIHI's insurance and shall not contribute with it.
- G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- H. Verification of Coverage. LIHI shall furnish the City 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 LIHI before commencement of the work.

- I. Notice of Cancellation. LIHI shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.
- J. Failure to Maintain Insurance. Failure on the part of LIHI to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to LIHI to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due LIHI from the City.
- K. City's Full Access to LIHI's Limits. If LIHI maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by LIHI, irrespective of whether such limits maintained by LIHI are greater than those required by this Agreement, or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by LIHI.

**12. Treatment of Assets.**

- A. Title to all nonexpendable personal property and buildings purchased by LIHI, the cost of which LIHI has been reimbursed as a direct item of cost under this, or prior, Agreements, shall pass to and vest in the City at the conclusion of this Agreement.
- B. Nonexpendable personal property purchased by LIHI under the terms of this, or prior, Agreements in which title will be vested in the City at the end of the Agreement shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior express written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Agreement.
- C. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, LIHI agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code—Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.
- D. LIHI shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of LIHI, or which results from the failure on the part of LIHI to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.
- E. Upon the happening of loss or destruction of, or damage to, any City property, LIHI shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

- F. LIHI shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Agreement unless otherwise mutually agreed upon by the parties.

**13. Books and Records/Public Records.**

LIHI agrees to maintain books, records, and documents which sufficiently and properly reflect the funding provided by the City for the establishment and operation of Plum Street Village, as well as direct and indirect costs, related to the performance of this Agreement. In addition, LIHI shall maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. All LIHI records related in any way to this Agreement shall be subject, at all reasonable times, to inspection, review, copying or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

**Records prepared, owned, used, or retained by the City that meet the definition of a “public record” in Chapter 42.56 RCW, even if records are created by and in the possession of LIHI, are subject to disclosure under Washington’s Public Records Act.** Whether or not the records meet the definition of a public record is the City’s determination. If LIHI disagrees with the City’s determination or believes the records to be subject to an exemption, the City agrees to provide LIHI with ten (10) calendar days to obtain and serve on the City a court order specifically preventing release of such records.

Should LIHI fail to provide records related to this Agreement to the City within ten (10) calendar days of the City’s request for such records, LIHI agrees to indemnify, defend, and hold the City harmless for any public records judgment (including fines and penalties) against the City for failure to disclose and/or release such records, including costs and attorney’s fees. This section shall survive expiration of the Agreement.

**14. Non-Appropriation of Funds.**

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining operations for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

**15. Contract Manager.** For routine issues of contract management such as insurance, invoices, and issues related to this contract, please contact:

**LOW INCOME HOUSING INSTITUTE**

Sharon Lee, Executive Director  
1253 South Jackson St  
Seattle WA 98144  
206.571.5730  
[sharonl@lihi.org](mailto:sharonl@lihi.org)

With a copy to:  
Lynne Behar, Chief Financial Officer  
206.957.8023  
[lynneb@lihi.org](mailto:lynneb@lihi.org)

**CITY OF OLYMPIA**

Darian Lightfoot, Director of Housing and Homeless Response  
PO Box 1967  
Olympia WA 98507-1967  
360.753.8033  
[dlightfo@ci.olympia.wa.us](mailto:dlightfo@ci.olympia.wa.us)

With a copy to:  
Owen Thompson, Accountant  
360.753.8138  
[othompso@ci.olympia.wa.us](mailto:othompso@ci.olympia.wa.us)

**16. General Provisions.**

- A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.
- B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.
- C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.
- D. Assignment. Neither LIHI nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.
  - 1. If LIHI desires to assign this Agreement or subcontract any of its work hereunder, LIHI shall submit a written request to the City for approval not less than thirty (30) days prior to the commencement date of any proposed assignment or subcontract.
  - 2. LIHI is responsible for ensuring that any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Agreement.
  - 3. Any technical/professional service subcontract not listed in this Agreement, which is to be charged to this Agreement, must have prior written approval by the City.



4. The City reserves the right to inspect any assignment or subcontract document.
- E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.
- F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.
- G. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.
- H. Governing Law. This Agreement is made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.
- I. Authority. Each individual executing this Agreement on behalf of the City and LIHI represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of LIHI or the City, respectively.
- J. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.
- K. Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.
- L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the establishment or operations is essential to LIHI's performance of this Agreement.
- M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.
- N. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.
- O. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity

shall be construed against any party upon a claim that that party drafted the ambiguous language.

- P. Venue. All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in Thurston County Superior Court, sState of Washington.
- Q. Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.
- R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
1. By signing the agreement below, LIHI certifies to the best of its knowledge and belief, that it and its principles:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
    - d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
  2. Where LIHI is unable to certify to any of the statements in this certification, LIHI shall attach an explanation to this proposal.
- S. Early Retirement from the State of Washington - Certification. By signing this form, LIHI certifies that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

[The remainder of this page is left intentionally blank. Signatures follow on next page.]

**CITY OF OLYMPIA**

By: \_\_\_\_\_  
Steven J. Burney, City Manager  
[jburney@ci.olympia.wa.us](mailto:jburney@ci.olympia.wa.us)

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

**Mark Barber**  
Mark Barber, City Attorney

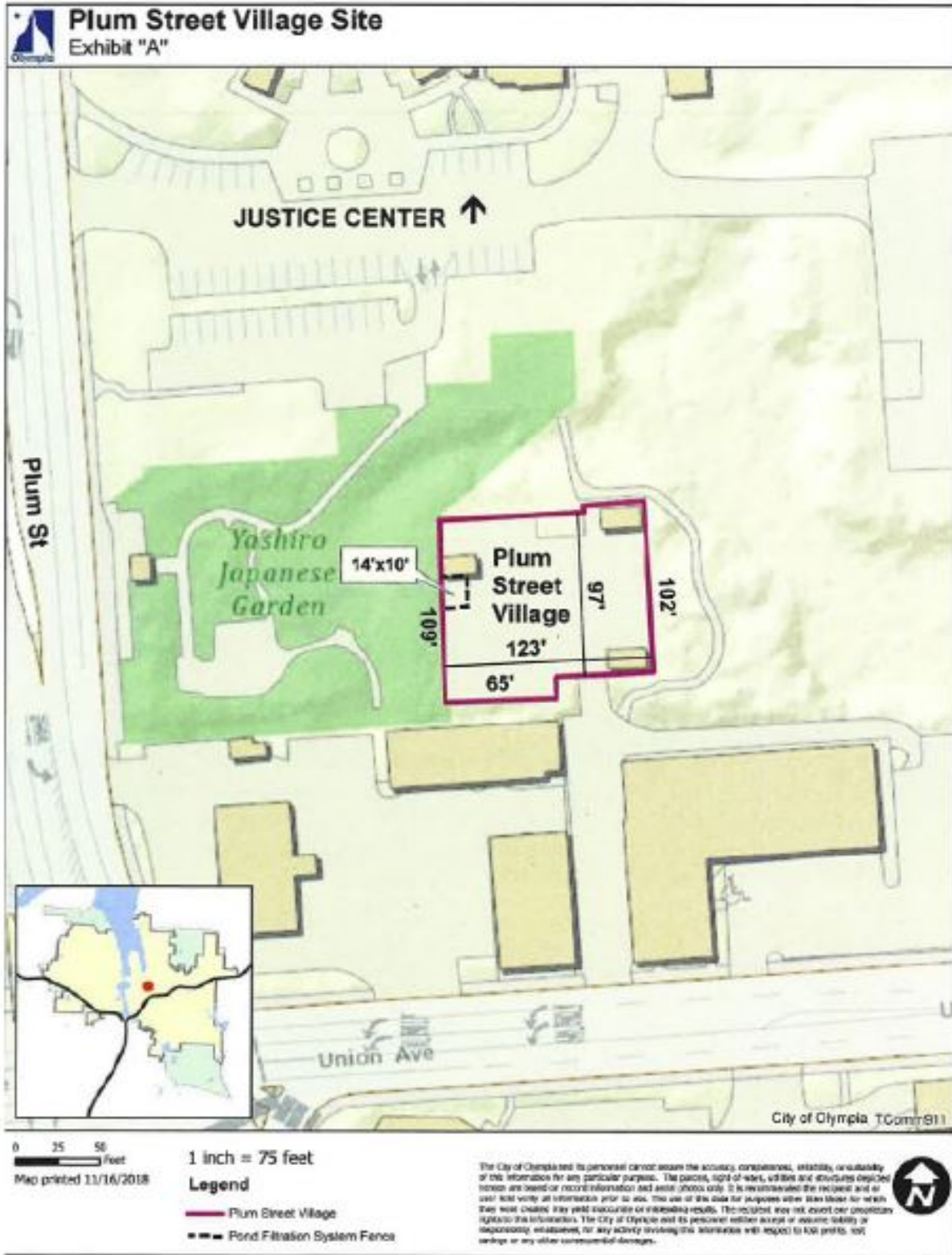
**LOW INCOME HOUSING INSTITUTE**

**I certify that I am legally authorized to execute this Agreement on behalf of the Low Income Housing Institute.**

By: Sharon Lee  
Sharon Lee, Executive Director  
[sharonl@lihi.org](mailto:sharonl@lihi.org)

12/01/2022  
Date

Plum Street Village Site  
Exhibit "A"



**EXHIBIT “B”**  
**LIHI’s SCOPE OF OPERATIONS**  
**for**  
**PLUM STREET VILLAGE**  
**Olympia, WA**

**I. Overview**

The Low Income Housing Institute (LIHI) has been a partner in operating Tiny House Shelters and sanctioned encampments in Seattle, WA since 2015. Each village community serves to help residents reclaim their dignity and get on a path to permanent housing by providing a heated and secure structure, kitchen and hygiene facilities, and ready access to case management. As an alternative to traditional shelter, Tiny Villages are a crisis response to homelessness where tiny houses can be set up quickly and cost effectively. Under similar prior agreements, LIHI has operated Plum Street Village since its inception in 2019.

The City and LIHI continue to intend for Plum Street Village to operate as a lower acuity site that does not allow drug and alcohol use on-site.

**II. Community Engagement**

- Support a Community Advisory Committee (CAC) made up of neighborhood stakeholders, faith-based organizations, service providers, and businesses, which will provide ongoing advisory input to the village. LIHI shall invite the City’s Homeless Response Coordinator to participate in all stakeholder meetings. The CAC will meet bi-monthly.
- Engage with interested parties through presentations and educational tools.
- Publicize telephone numbers, email addresses, and staff contacts for any community member seeking to contact the village or LIHI staff, and LIHI shall respond promptly.
- Organize a public open house of the village and coordinate tours as needed.
- Respond promptly to any citizen request for documentation relating to the or operations of Plum Street Village or its communications.
- Participate in monthly meetings with City housing and homeless response staff to report on outcomes (e.g., intakes, movements to permanent housing, self-withdrawals, exits, etc.), billings, community relations, coordination with the County homeless response system, and communications between LIHI and the City.

**III. Site Changes**

Changes to the site must be approved by the City of Olympia prior to commencement of changes.

**IV. Case Management**

During the contract period, LIHI will bill all allowable case manager salary and benefits costs to Medicaid through the Foundational Community Supports (FCS) Program. LIHI expects to obtain FCS reimbursement for at least 50 percent of case manager salary and benefit costs in 2023. LIHI will only invoice the City for up to 50 percent of one case manager salary and benefits costs as outlined in **Exhibit C**.

- **Staff Oversight & Support:** Hire, onboard, and support case management staff with LIHI's experienced case management supervisory team.

- Housing Case Management: Help refer residents to transitional and permanent housing using vouchers, Section 8, Social Security, public assistance, earned income and income support.
- Assist residents in filling out necessary paperwork and help each resident through the process requirements to obtain any assistance applicable to the individual resident's situation.
- Education & Health Service Coordination: Connect clients with agencies that improve health and education outcomes and help them through any process requirements to obtain necessary services.
- Data Management: Track intakes, exits, and progress with HMIS reporting procedures.
- Intake Coordination: Coordinate with referring agencies through Thurston County Coordinated Entry for successful program outcomes.

#### **V. Administrative**

- Insurance: Maintain ample insurance coverage the site and LIHI operations, naming the City of Olympia as an additional insured.
- Accounting: Document purchases, track finances, and bill accurately.
- Hiring: Manage all hiring and staffing needs with LIHI's human resources team.
- LIHI will perform background screening, including national criminal history checks, on all hired staff and volunteers.
- LIHI will perform background screening through the Washington State Patrol as necessary to screen Residents for compliance with LIHI's Residency standards at the Plum Street Village.
- Ensure written code of conduct and other agreements for village guests are understood and signed by LIHI and guest prior to guest's access to Plum Street or satellite sites.
- Have and use a written code of conduct and exit process for guests who are in violation of the code of conduct at Plum Street or satellite sites. LIHI will report all exits due to violations of the code of conduct to the City.



**EXHIBIT "C"**  
**2023 BUDGET**  
**PLUM STREET VILLAGE OPERATIONS**

The 2023 budget for Plum Street Village Operations is broken into three main categories: Staffing Expenses, Other Operational Expenses and Administration.

<b>Budget</b>	<b>2023 City</b>	<b>2023 FCS</b>	<b>2023 LIHI Contribution</b>	<b>Total</b>
Staffing Expenses	\$396,450	\$39,353	\$57,351	\$493,154
Other Operational Expenses	\$103,659	\$0	\$21,394	\$125,053
Subtotal	<u>\$500,109</u>	<u>\$39,353</u>	<u>\$78,745</u>	<u>\$618,207</u>
10% Admin Fee	\$50,011	\$0	\$7,875	\$57,886
<b>Maximum Annual Budget</b>	<b>\$550,120</b>	<b>\$39,353</b>	<b>\$86,620</b>	<b>\$676,093</b>

LIHI anticipates that its actual costs to operate Plum Street Village will be \$676,093 in 2023. LIHI intends to seek other funding, including fundraising, to cover costs above the \$550,120 contract limit within this Agreement.

**Allowable Reimbursable Expenses**

**Staffing** - Staffing expenses are defined as the total wages (salary and benefits) paid to employees for work done under the Plum Street Village Agreement including case management, village organizing and security, and site maintenance. The following is a breakdown of the Plum Street Village staffing:

- Village Operation Manager – 1 FTE
- Case Manager – 1 FTE (assumed to be 50% funded through FCS reimbursement)
- Village Organizer – 4 FTE
- Maintenance and Support Staff – 0.34 FTE

**Other Operational Expenses** - Other operational expenses eligible for reimbursement include:

1. Client assistance: emergency hotel stays; bus or train transportation out of state; first/last month rent to move into housing; moving costs; clothing, shoes and supplies for starting employment; books and tools for school or work, etc.
2. Electricity
3. Mileage: staff trips specifically for Plum Street Village business including attending training, purchasing supplies, taking clients to appointments, etc.

4. Phone service: 2 land lines (one for security with fax capability, one for residents for local calls only); 3 smart phones (one for case manager, one for special projects manager, and one for Village organizer/security attendant)
5. Site maintenance and repair
6. Staff training: CPR; first aid; use of NARCAN; de-escalation; domestic violence; boundary; anti-discrimination; HMIS; how to work with difficult people; homelessness, housing affordability, etc.
7. Supplies: office, parts, sanitation, hygiene, cutlery, garbage bags, food, special needs, etc.
8. WIFI: may include hotspots for staff and residents or internet services

**Admin Fee** - This is a maximum monthly administrative fee of 10% the actual monthly costs, capped at 10% the total City funds provided under this Agreement (\$50,011 total in 2023). It is intended to reimburse items such as human resources, hiring and advertising, management, supervision, administration, insurance, program support, fundraising, volunteer coordination, background checks through WSP, etc. in support of Plum Street Village and other off-site operations to support Plum Street Village that are included in this Agreement.

### **Invoices**

**In the event LIHI fails to submit an invoice that includes proper documentation to the City within 60 days from the end of the month in which the expense is incurred, LIHI forfeits any right to reimbursement for that expense. Invoices must be submitted on a monthly basis.**

Invoices must be emailed to the City at [othompso@ci.olympia.wa.us](mailto:othompso@ci.olympia.wa.us) and [dlightfo@ci.olympia.wa.us](mailto:dlightfo@ci.olympia.wa.us). The invoice must be signed by an authorized employee who is certifying that all amounts billed are a true accounting of expenses that have been incurred and paid for by LIHI and are eligible expenses as outlined in this agreement.

### **Attach Supporting Documentation to Invoice**

**Staffing documentation** for salary and benefits should include the staff person name, title, number of hours worked under the Agreement and amount paid for the billing period. No other documentation for salary and benefits is required to be submitted with the invoice; however, the City reserves the right to request more detail if specific questions arise related to the invoice submitted.

**Other operational Expenses documentation** should include copies of invoices paid or receipts of items purchased. Receipts need to show date of purchase and item(s) purchased.

**Mileage reimbursement documentation** should include staff name, title, date of travel, purpose of travel, # of miles travelled, and rate per mile.

### **Reporting Requirements to be Submitted with each Invoice**

1. HMIS Report for billing period.
2. A narrative progress report that supplements the HMIS report and includes with includes total number of guests, length of stay, exits for behavioral issues, code of conduct violations, moves to permanent housing, and unknown or exits back to homelessness.
3. Dates of 4 required community meetings held annually.

**EXHIBIT "D"**  
**STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT**

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

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.

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

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

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

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

Sharon Lee

Print Name of Person Signing

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

\_\_\_\_\_  
(Sole Proprietor Signature)

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

**EXHIBIT "E"**  
**EQUAL BENEFITS COMPLIANCE DECLARATION**

**City agreements or contracts estimated to cost \$50,000 or more** shall comply with Olympia Municipal Code, Chapter 3.18. This provision is to ensure that those who contract with the City provide benefits on a non-discriminatory basis. Those who contract with the City must have policies in place prohibiting such discrimination, prior to any contract taking effect.

---

I declare that the Entity listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind LIHI.

**Low Income Housing Institute (LIHI):**

---

Sharon Lee, Executive Director

---

Date



## City Council

### Approval of a Resolution Authorizing an Amendment to the Municipal Services Contract with Thurston Community Television to Extend Services for 90 Days

**Agenda Date:** 12/13/2022  
**Agenda Item Number:** 4.I  
**File Number:** 22-1182

---

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

---

#### Title

Approval of a Resolution Authorizing an Amendment to the Municipal Services Contract with Thurston Community Television to Extend Services for 90 Days

#### Recommended Action

##### Committee Recommendation:

Not referred to a committee.

##### City Manager Recommendation:

Move to approve the Resolution approving an amendment to the Municipal Services Contract Between the City of Olympia and Thurston Community Television to extend services for 90 days.

#### Report

##### Issue:

Whether to approve the Resolution approving an amendment to the Municipal Services Contract Between the City of Olympia and Thurston Community Television to extend services for 90 days.

##### Staff Contact:

Kellie Purce Braseth, Strategic Communications Director, City Manager's Office, 360.753.8361

##### Presenter(s):

None. Consent Calendar Item

#### Background and Analysis:

Thurston Community Television (TCTV), also known as TCMedia, has served as the City of Olympia's Designated Service Provider since 1986. TCMedia is contracted to provide the City's public, educational, and governmental (PEG) access services. Under the contract the City provides the organization an amount of funds for operations and an amount of funds designated for equipment or other capital items. The current agreement expires on December 31, 2022.

This fall, the cities of Lacey, Olympia, and Tumwater, with Thurston County collaboratively solicited,

through a Request for Proposal (RFP) process, for proposals for a Designated Service Provider for Public, Education, and Government (PEG) television production and programming services for each respective jurisdiction. The RFP also emphasized that the jurisdictions were “interested in innovative and sustainable ways to provide production, programming, and other PEG services to their communities.” The joint RFP was issued in mid-September and closed in mid-October.

Given the recent closure of the RFP process and the upcoming expiration of the current contract for services, the City seeks to amend the current agreement to extend the term of the Municipal Services Contract until March 31, 2023. The City will use the extension period to transition to a new agreement following the RFP process.

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

The Olympia community is highly engaged and interested in the workings of local government, and the regular public broadcast of City Council meetings is an integral part of ensuring transparency to the public.

**Options:**

1. Approve the resolution approving an amendment to the Municipal Services Contract Between the City of Olympia and Thurston Community Television to extend services for 90 days.
2. Modify the amendment to the Municipal Services Contract. This may delay the completion of the contract and result in a gap in services.
3. Do not approve the resolution approving an amendment to the Municipal Services Contract Between the City of Olympia and Thurston Community Television. This will result in no contract for services after December 31, 2022.

**Financial Impact:**

City will reimburse TCMedia for services performed under this contract in an amount not to exceed \$243,605 as follows: An amount not to exceed \$213,305 for operations; and an amount not to exceed \$30,300 for purchase, lease, repair, and maintenance of equipment or other capital items.

**Attachments:**

Resolution  
Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AMENDMENT NO. 1 TO A MUNICIPAL SERVICES CONTRACT BETWEEN THE CITY OF OLYMPIA AND THURSTON COMMUNITY TELEVISION (DBA THURSTON COUNTY MEDIA) FOR PUBLIC, EDUCATION AND GOVERNMENT (PEG) TELEVISION PRODUCTION AND STUDIO MAINTENANCE, OPERATION AND ADMINISTRATIVE SERVICES**

**WHEREAS**, on January 5, 2022, the City and Thurston Community Television (dba TCM) entered into a Municipal Services Contract for Public, Education and Government (PEG) Television Production and Studio Maintenance, Operation and Administrative Services. ("Agreement").  
and

**WHEREAS**, the term of the Agreement was to run until December 31, 2022, with compensation not to exceed One Hundred Ninety-Nine Thousand Two Hundred Eighty-Nine Dollars and no cents (\$199,289); and

**WHEREAS**, the Agreement also provided that its terms could be "extended for additional periods of time upon the mutual written agreement" of the City and the Contractor, and that modification of its terms need to be in writing and signed by both parties; and

**WHEREAS**, The City and the Contractor desire to amend the Agreement to increase compensation and extend the term for 90 days;

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

1. The Olympia City Council hereby approves the form of Amendment No. 1 to the Municipal Services Agreement between the City of Olympia and Thurston Community Television for PEG television production and studio maintenance, operation and administrative services, and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Amendment No. 1, and any other documents necessary to execute said Amendment, and to make any amendments or 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 \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY



**AMENDMENT NO. 1**  
**MUNICIPAL SERVICES CONTRACT WITH**  
**THURSTON COMMUNITY TELEVISION FOR PUBLIC, EDUCATION AND GOVERNMENT**  
**(PEG) TELEVISION PRODUCTION AND STUDIO MAINTENANCE, OPERATION AND**  
**ADMINISTRATIVE SERVICES**

---

**THIS AMENDMENT** is effective as of the date of the last authorizing signature affixed hereto by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (the “City”), and Thurston Community Television, a Washington non-profit corporation, doing business as Thurston Community Media (“TCM”) (“Agency”).

**RECITALS**

1. On January 5, 2022, the City and the Contractor entered into a Municipal Services Contract for Public, Education and Government (PEG) Television Production and Studio Maintenance, Operation and Administrative Services. (“Agreement”).
2. The term of the Agreement was to run until December 31, 2022, with compensation not to exceed One Hundred Ninety-Nine Thousand Two Hundred Eighty-Nine Dollars and no cents (\$199,289).
3. The Agreement also provided that its terms could be “extended for additional periods of time upon the mutual written agreement” of the City and the Contractor, and that modification of its terms need to be in writing and signed by both parties.
4. The City and the Contractor desire to amend the Agreement to increase compensation and extend the term until March 31, 2023.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Section 3 of the Agreement, TERM, is hereby amended to read as follows:

The term of this Contract and the performance of the Agency commences as of the effective date and ends no later than ~~December 31, 2022~~ March 31, 2023.

2. Section 4A of the Agreement, COMPENSATION AND METHOD OF PAYMENT, is hereby amended to read as follows:

- A. City shall make payments for services on a reimbursement basis unless otherwise permitted by law and approved in writing by City. Agency shall

submit final invoices, along with any required reports to City prior to ~~December 31, 2022~~, March 31, 2023, to avoid loss of funding.

3. Section 4C of the Agreement, COMPENSATION AND METHOD OF PAYMENT, is hereby amended to read as follows:
- C. City shall reimburse Agency for services performed under this Contract in an amount not to exceed ~~One Hundred Ninety Nine Thousand Two Hundred Eighty Nine Dollars and no cents~~ Two Hundred Forty Three Thousand, Six Hundred and Five Dollars and no cents (\$199,289\$243,605) payable within thirty (30) days of receipt of a properly completed invoice as set forth in this section and as follows: An amount not to exceed ~~\$169,289~~\$213,305 for operations; and an amount not to exceed ~~\$30,000~~\$30,300 for purchase, lease, repair, and maintenance of equipment or other capital items.
4. All remaining provisions of the Municipal Services Contract for Public, Education and Government (PEG) Television Production and Studio Maintenance, Operation and Administrative Services dated January 5, 2022, and not here amended or supplemented shall remain as written in said Agreement and shall continue in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor have executed this **Amendment No. 1** of the Agreement as of the date and year written above.

**THURSTON COMMUNITY MEDIA**

Deborah Vinsel  
Deborah Vinsel, Chief Executive Officer  
440 Yauger Way Suite C  
Olympia WA 98502  
360.956.3100 x101  
[dvinsel@tcmedia.org](mailto:dvinsel@tcmedia.org)

Date Signed: 12/06/2022

**CITY OF OLYMPIA**

Steven J Burney, City Manager  
PO Box 1967  
Olympia WA 98507-1967  
360.753.8451  
[jburney@ci.olympia.wa.us](mailto:jburney@ci.olympia.wa.us)

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

**APPROVED AS TO FORM:**

  
Deputy City Attorney



## City Council

### Approval of an Ordinance Amending Ordinance 7344 (Fourth Quarter Budget Amendment)

**Agenda Date:** 12/13/2022  
**Agenda Item Number:** 4.J  
**File Number:** 22-1150

---

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

---

#### **Title**

Approval of an Ordinance Amending Ordinance 7344 (Fourth Quarter Budget Amendment)

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve the proposed Ordinance that amends Ordinance 7344 (Fourth Quarter Budget Amendment) on second reading.

#### **Report**

##### **Issue:**

Whether to approve the proposed Ordinance that amends Ordinance 7344 (Fourth Quarter Budget Amendment) on second reading.

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

Aaron BeMiller, Finance Director, 360.753.8465  
Joan Lutz, Budget/Financial Analyst, 360.753.8760

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

None - Consent Calendar item

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

Background and Analysis did not change from first to second reading.

City Council may revise the City's Operating Budget by approving an ordinance. Generally, budget amendments are presented quarterly to Council for review and approval, however they may be made at any time during the year. The amended ordinances appropriate funds and provide authorization to expend the funds.

The Ordinance includes recommended amendments to the 2022 Operating Funds, Specials Funds, and Capital Funds for Department requested budget amendments for the Fourth Quarter in 2022.

Department requested budget amendments for Fourth Quarter in 2022 represents new budget adjustments and associated transfers. These appropriations total \$2,285,658.

The budget amendment for the Fourt Quarter in 2022 is summarized below.

**Office of Community Vitality**

- Appropriation of \$1,143,225 is shifting from the Operating Home Fund to the Capital Home Fund for the Quince Street Village Mitigation Move.
- Appropriation of \$250,000 from the 2021 General Fund year-end funding to the Capital Home Fund for Quince Street Village Mitigation Move expenses.
- Appropriation of \$15,000 from PBIA to the Economic Development program for the alley lighting project.
- Appropriation of \$17,402 from PBIA to the Economic Development program for the holiday lighting project.
- Appropriation of \$50,000 from the General Fund to the HUD Fund to payoff an outstanding internal loan balance from 2018.

**Public Works**

- Appropriation of \$347,685 for State Avenue safety improvements. Funding from a City Safety Grant from WSDOT.
- Appropriation of \$200,000 to Facilities for second floor OPD conference room improvements. Funding from excess budget capacity in OPD operating budget.

**Parks, Arts, and Recreation**

- Appropriation of \$100,000 for permanent fencing at the Olympia Center. Funding to be transferred from excess PARD Operating budget to the Parks Improvement Fund.

**Fire**

- Appropriation of \$1,142 for miscellaneous expenses. Funding from unanticipated registration revenue.
- Appropriation of \$11,929 for fleet repair supplies. Funding from unanticipated insurance proceeds.
- Appropriation of \$13,000 for fuel usage. Funding from unanticipated Fire Fleet revenue.
- Appropriation of \$2,700 for overtime personnel expenses. Funding from unanticipated Medic One BLS revenue.
- Appropriation of \$475,000 for overtime personnel expenses. Funding from unanticipated Medic Once ALS revenue.
- Appropriation of \$6,000 for supplies. Funding from unanticipated Fire Training Center revenue.
- Appropriation of \$24,000 for overtime personnel expenses. Funding from unanticipated Fire Training Center revenue.
- Appropriation of \$21,800 for equipment. Funding from a grant from the Mary P Dolciani Halloran Foundation.

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

None noted.

**Options:**

1. Approve on second reading the Ordinance amending ordinance 7344. This provides staff with

budget capacity to proceed with initiatives approved by the City Council.

2. Do not approve the amending Ordinance; staff will not have authorization to expend the funds.
3. Provide other direction.

**Financial Impact:**

Operating Funds - total increase in appropriations of \$887,973; Special Funds - total decrease in appropriations of \$643,225; and Capital Funds - total increase in appropriations of \$2,040,910. Funding sources of funding are noted above.

**Attachments:**

Ordinance

Ordinance No. \_\_\_\_\_

**AN ORDINANCE RELATING TO THE ADOPTION OF THE CITY OF OLYMPIA, WASHINGTON, 2022 OPERATING, SPECIAL, AND CAPITAL BUDGETS AND 2022-2027 CAPITAL FACILITIES PLAN; SETTING FORTH THE ESTIMATED REVENUES AND APPROPRIATIONS AND AMENDING ORDINANCE NO. 7344**

**WHEREAS**, the Olympia City Council adopted the 2022 Operating, Special Funds and Capital Budgets and 2022-2027 Capital Facilities Plan (CFP) by passing Ordinance No. 7305 on December 14, 2021; and

**WHEREAS**, the Olympia City Council Amended Ordinance No. 7305 by passage of Ordinance 7320 on April 25, 2022; and

**WHEREAS**, the Olympia City Council Amended Ordinance No. 7320 by passage of Ordinance 7330 on July 19, 2022; and

**WHEREAS**, the Olympia City Council Amended Ordinance No. 7330 by passage of Ordinance 7344 on November 15, 2022; and

**WHEREAS**, throughout the year, updates are required to recognize changes relating to budget, finance and salaries; and

**WHEREAS**, the CFP meets the requirements of the Washington State Growth Management Act, including RCW 36.70A070(3); and

**WHEREAS**, the following changes need to be made to Ordinance No. 7344;

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

**Section 1.** That certain document entitled the “Capital Facilities Plan”, covering the years 2022 through 2027, a copy of which will be on file with the Director of Finance and available on the City’s web site, is hereby adopted as the Capital Facility Plan (CFP) for the City of Olympia and is incorporated herein as though full set forth.

**Section 2.** Upon appropriation by the City Council of funds therefore, the City Manager shall be authorized to prepare plans and specifications, to take bids and to make expenditures for the projects set forth in the CFP during the year for which said projects are scheduled; provided, however, that any award bids and execution of contracts for construction shall be approved as provided in OMC Chapter 3.16.

**Section 3.** It is anticipated that the funding source and the construction schedule for projects identified in the CFP may be changed over the next year. Such changes shall not constitute an amendment to the Comprehensive Plan for purposes of RCW 36.70A.130.

**Section 4.** The Director of Finance (formerly known as the Director of Administrative Services) is hereby authorized to bring forward into fiscal year 2021 all appropriations and allocations not otherwise closed, completed, or deleted from prior fiscal years' capital budgets.

**Section 5.** The 2022 Estimated Revenues and Appropriations for each Fund are as follows:

**Operating Budget**

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
General, Regular Operations	<del>\$10,040,306</del> <u>\$10,340,306</u>	<del>\$98,355,105</del> <u>\$98,943,078</u>	<del>\$108,395,411</del> <u>\$109,283,384</u>	\$0
General, Special Sub-Funds				
Special Accounts	1,115,993	1,768,318	2,884,311	0
Development Fee Revenue	47,762	4,312,407	4,360,169	0
Parking	138,300	1,823,102	1,961,402	0
Post Employment Benefits	0	1,020,000	1,020,000	0
Washington Center Endowment	0	5,000	5,000	0
Washington Center Operating	78,252	378,365	456,617	0
Municipal Arts	109,891	60,660	170,551	0
<b>Total General Fund</b>	<del>\$ 11,530,504</del> <u>\$ 11,830,504</u>	<del>\$ 107,722,957</del> <u>\$ 108,310,930</u>	<del>\$ 119,253,461</del> <u>\$ 120,141,434</u>	\$0
Non-Voted General Obligation Debt	599	4,648,712	4,649,311	0
Voted General Obligation Debt	0	1,044,350	1,044,350	0
Water Utility O&M	22,860	16,168,679	16,191,539	0
Sewer Utility O&M	107,586	23,355,267	23,462,853	0
Solid Waste Utility	0	13,839,953	13,820,978	18,975
Stormwater Utility	97,804	6,567,567	6,665,371	0
Water/Sewer Bonds	0	3,149,239	3,149,239	0
Stormwater Debt Fund	0	551,279	551,279	0
Water/Sewer Bond Reserve	0	123,651	123,651	0
Equipment Rental	0	2,673,272	2,672,022	1,250
<b>Subtotal Other Operating Funds</b>	<b>\$ 228,849</b>	<b>\$ 72,121,969</b>	<b>\$ 72,330,593</b>	<b>\$ 20,225</b>
<b>Total Operating Budget</b>	<del>\$ 11,759,353</del> <u>\$ 12,059,353</u>	<del>\$ 179,844,926</del> <u>\$ 180,432,899</u>	<del>\$ 191,584,054</del> <u>\$ 192,472,027</u>	<b>\$ 20,225</b>



## Special Funds Budget

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
HUD Fund	\$0	<del>\$1,010,684</del> <u>\$1,060,684</u>	\$985,733	<del>\$24,951</del> <u>\$74,951</u>
Lodging Tax Fund	247,813	685,618	933,431	0
Parking Business Improvement Area Fund	26,302	129,450	155,752	0
Farmers Market Repair and Replacement Fund	0	0	0	0
Hands On Children's Museum	416,435	679,734	1,096,169	0
Home Fund Operating Fund	1,283,070	<del>4,748,843</del> <u>4,248,843</u>	<del>5,378,067</del> <u>4,734,842</u>	<del>653,846</del> <u>797,071</u>
Inspire Olympia (Cultural Access)	0	100,000	100,000	0
Fire Equipment Replacement Fund	0	0	0	0
Equipment Rental Replacement Reserve Fund	3,299,232	2,638,545	5,937,777	0
Unemployment Compensation Fund	0	112,500	85,000	27,500
Insurance Trust Fund	0	2,675,261	2,659,712	15,549
Workers Compensation Fund	0	2,447,875	1,684,950	762,925
<b>Total Special Funds Budget</b>	<b>\$5,272,852</b>	<b><del>\$15,228,510</del> <u>\$14,778,510</u></b>	<b><del>\$19,016,591</del> <u>\$18,373,366</u></b>	<b><del>\$1,484,771</del> <u>\$1,677,996</u></b>

## Capital Budget

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
Impact Fee	\$4,882,418	\$0	\$4,882,418	\$0
SEPA Mitigation Fee Fund	20,000	0	20,000	0
Parks & Recreational Sidewalk, Utility Tax Fund	471,097	2,491,053	2,962,150	0
Real Estate Excise Tax Fund	0	3,026,326	2,598,435	427,891
Capital Improvement Fund	<del>3,221,568</del> 1,418,640	<del>7,119,497</del> 4,822,425	<del>10,341,065</del> 6,241,065	0
Home Fund Capital Fund	1,226,257	<del>6,232,890</del> 7,626,115	<del>7,459,147</del> 8,852,372	0
Transportation Capital Improvement Fund	0 1,437,456	<del>14,422,478</del> 13,970,163	<del>10,959,934</del> 15,407,619	<del>3,462,544</del> 0
Fire Equipment Reserve Fund	0	1,632,000	148,319	1,483,681
Facilities Capital Improvement Fund	<del>4,834,156</del> 3,122,546	<del>1,349,037</del> 3,260,647	<del>6,183,193</del> 6,383,193	0
Parks Capital Improvement Fund	<del>18,319</del> 776,894	<del>9,504,559</del> 8,845,984	<del>9,522,878</del> 9,622,878	0
Water CIP Fund	<del>2,525,568</del> 3,861,475	<del>6,843,575</del> 5,507,668	9,369,143	0
Sewer CIP Fund	<del>4,287,571</del> 10,302,521	<del>10,660,963</del> 4,646,013	14,948,534	0
Waste ReSources CIP Fund	0 541,446	<del>1,154,446</del> 613,000	1,154,446	0
Stormwater CIP Fund	<del>1,663,979</del> 1,146,933	<del>2,813,209</del> 3,330,255	4,477,188	0
Storm Drainage Mitigation Fund	0	0	0	0
<b>Total Capital Budget</b>	<del>\$ 23,150,933</del> \$ 29,207,683	<del>\$ 67,250,033</del> \$ 59,771,649	<del>\$ 85,026,850</del> \$ 87,067,760	<del>\$ 5,374,116</del> \$ 1,911,572
<b>Total City Budget</b>	<del>\$ 40,183,138</del> \$ 46,539,888	<del>\$ 262,323,469</del> \$ 254,983,058	<del>\$ 295,627,495</del> \$ 297,913,153	<del>\$ 6,879,112</del> \$ 3,609,793

**Section 9. 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 10. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 11. Effective Date.** This Ordinance shall take effect five (5) days after passage and publication, as provided by law.

---

MAYOR

**ATTEST:**

---

CITY CLERK

**APPROVED AS TO FORM:**

Mark Barber  
CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

### Approval of an Ordinance Revising Fees for Engineering, Building and Land Use Permits, and Plan Review

**Agenda Date:** 12/13/2022  
**Agenda Item Number:** 4.K  
**File Number:** 22-1129

---

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

---

#### **Title**

Approval of an Ordinance Revising Fees for Engineering, Building and Land Use Permits, and Plan Review

#### **Recommended Action**

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

The Finance Committee recommends approval of an Ordinance revising fees for Engineering, Building and Land Use Permits, and Plan Review.

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

Move to approve an Ordinance revising fees for Engineering, Building and Land Use Permits, and Plan Review on second reading.

#### **Report**

##### **Issue:**

Whether to approve an Ordinance revising fees for Engineering, Building and Land Use Permits, and Plan Review on second reading.

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

Leonard Bauer, Director, Community Planning and Development, 360.753.8206

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

None - Consent Calendar Item

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

Background and Analysis did not change from first to second reading.

The City of Olympia collects fees to offset a portion of the cost of reviewing applications for new development and inspecting new construction. Fee amounts are adopted by the City Council and codified in Olympia Municipal Code Title 4. They include Engineering Fees (OMC 4.04), Building Code Review and Permit Fees (OMC 4.36), Fire Plan Review and Permit Fees (OMC 4.38), and Land Use Application Review (OMC 4.40).

In 2004, the City Council conducted a Permit Cost Recovery Study and established a goal to recover 85% of the cost of delivering development review services from permit fees. In 2015, the City conducted an updated Cost Recovery Study and the City Council adopted Resolution No. 6983 creating a Development Fee Revenue Fund.

In 2020-21 the City again conducted a Cost Recovery Study and examined the operation of the Development Fee Revenue Fund. That analysis found that the City was not recovering 85% of the cost of delivering development review services. It also recommended the City update its development fees annually to reflect increased labor costs, since those are the vast majority of the costs of providing development services to permit applicants. City staff also completed a comparison of Olympia development fees to those of neighboring cities in 2021. Based on these analyses, the City Council updated development fees by adopting Ordinance No. 7306 (December 14, 2021).

Finance Committee recommends the attached adjustments to development fees to align with increased labor costs, more closely approximate the City's target recovery rate and remain relatively aligned with development fees in neighboring cities. The City Council received a briefing on October 18, 2022.

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

Development fees are of interest to the entire community, particularly residents and businesses interested in remodeling or new construction projects in Olympia.

**Options:**

1. Move to approve an Ordinance revising fees for Engineering, Building and Land Use Permits, and Plan Review on second reading.
2. Do not approve an Ordinance revising fees for Engineering, Building and Land Use Permits, and Plan Review.
3. Approve the Ordinance on second reading with specific.

**Financial Impact:**

The Ordinance adjusts development fees to align with the City Council's adopted policy of recovering more closely 85% of the cost of delivering development review services. The 2020-21 Cost Recovery Study estimated the fee adjustments adopted in Ordinance No. 7306 would increase actual cost recovery from approximately 72% to 78% while still remaining generally aligned with neighboring cities. The attached ordinance would update those fees to adjust for the City's expected 5% labor cost increases in 2023.

**Attachments:**

Ordinance

Ordinance No. \_\_\_\_\_

**An Ordinance Revising Fees for Engineering, Building and Land Use  
Permits and Plan Review and Amending Olympia Municipal Code Sections  
4.04.010, 4.36.010, 4.36.020, 4.38.010 and 4.40.010**

**WHEREAS**, the Development Fee Revenue Fund was created by the Olympia City Council's adoption of Ordinance No. 6983 to more accurately record the fee-supported portion of the City's costs to provide permit review and inspection services; and

**WHEREAS**, Ordinance No. 6983 also states that the Olympia City Council shall establish a Target Fund Balance and policies for management of the Target Fund Balance for the Development Fee Revenue Fund; and

**WHEREAS**, Resolution No. M-1864 established policies to manage the Development Fee Revenue Fund, including a cost recovery target of 85% of City costs to provide review and permit services; and

**WHEREAS**, the City Council adopted Ordinance No. 7306 which directed that, to ensure development permit fees continue to include consideration of the increased cost to the City to perform development review services, the City Manager propose an increase to building permit fees (excluding those based on valuation), land use planning review fees, and development engineering fees on an annual basis consistent with annual adjustments to the City's labor contracts concurrent with the City Manager's proposed annual operating budget; and

**WHEREAS**, there is a need adjust development permit fees to reflect the City's updated labor contracts and to more closely align them with the target adopted in Resolution No. M-1864 for recovery of the City's cost to provide permit review and inspection services, as demonstrated by the City's analysis of development services cost recovery in 2021;

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

**Section 1. Amendment of OMC 4.04.010.** Olympia Municipal Code Section 4.04.010 of the Olympia Municipal Code is hereby amended to read as follows:

4.04.010 Assessment of fees

A. ~~Commencing~~Beginning January 1, ~~2022~~2023, the following fee schedule ~~shall be~~is in full force and effect.

**Application Type**

**Plan Check Fees**

Water Main Extension (For projects outside city limits, fees will increase by 25%)

**Engineering Fee Schedule**

~~\$452.00~~\$474.60+ \$0.50 per linear foot or part thereof

## Application Type

### Plan Check Fees

### Engineering Fee Schedule

Sewer Main Extension (For projects outside city limits, fees will increase by 25%)	<del>\$452.00</del> <u>474.60</u> + \$0.50 per linear foot or part thereof
Reclaimed Water Main or Service Extension	<del>\$452.00</del> <u>474.60</u> + \$0.50 per linear foot or part thereof
Streets	<del>\$452.00</del> <u>474.60</u> + \$0.50 per linear foot or part thereof
Curb and Sidewalk	<del>\$452.00</del> <u>474.60</u> + \$0.50 per linear foot or part thereof
Storm On-Site	<del>\$600.00</del> <u>630.00</u> + \$37.00 per Acre Gross Parcel Area
Storm Pipe	<del>\$452.00</del> <u>474.60</u> + \$0.50 per linear foot or part thereof
Street Lighting (For projects outside city limits, fees will increase by 25%)	<del>\$452.00</del> <u>474.60</u> + \$0.50 per linear foot or part thereof
Driveway: Commercial	<del>\$678.00</del> <u>711.90</u> each
STEP Sewer System: Commercial	<del>\$1,355.00</del> <u>1,422.75</u> each
Sewer Pump Station	<del>\$1,555.00</del> <u>1,632.75</u> each
On-Site Community Septic System (For projects outside city limits, fees will increase by 25%)	<del>\$1,355.00</del> <u>1,422.75</u> each
Traffic Signal	<del>\$1,355.00</del> <u>1,422.75</u> each
Solid Waste Pad and/or enclosure	<del>\$583.00</del> <u>612.15</u>
Landscape Plan Review	<del>\$650.00</del> <u>682.50</u>
<u>Stormwater Utility Civil Engineering Plan Review</u>	<u>\$804 + \$44/acre</u>
<u>Stormwater Utility Civil Engineering Site Plan Review - Revision</u>	<u>\$402 + \$44/acre</u>
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)	<del>\$205.00</del> <u>215.25</u> each
Single Family Residential Erosion Control Inspection (5,001 to 20,000 sq ft)	<del>\$255.00</del> <u>267.75</u>
Residential Subdivision and Commercial Site fee	
Erosion Control and LID Inspection (based on lot size) (new building sites only)	



## Application Type

### Permit/Inspection Fees

5,001 – 20,000 sq ft	<del>\$255.00</del> <u>267.75</u>
20,001 – 40,000 sq ft	<del>\$355.00</del> <u>372.75</u>
40,001 – 220,000 sq ft	<del>\$455.00</del> <u>477.75</u>
Over 220,000 sq ft	<del>\$575.00</del> <u>603.75</u>

\*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	<del>\$2.30</del> <u>42</u> per linear foot or part thereof
Curb and/or sidewalk	<del>\$2.30</del> <u>42</u> per linear foot or part thereof
Sidewalk Fee-in-lieu	City Engineer's estimate of actual cost
Street lighting (For projects outside city limits, fees will increase by 25%)	<del>\$1.60</del> <u>80</u> per linear foot or part thereof
Driveways: Residential	<del>\$158.00</del> <u>165.90</u> each
Driveways: Commercial	<del>\$788.00</del> <u>827.40</u> each
Sanitary Sewer Main (For projects outside city limits, fees will increase by 25%)	<del>\$3.10</del> <u>26</u> per linear foot or part thereof plus \$1.50 per linear foot for Television Inspection
STEP Sewer System: Residential (For projects outside city limits, fees will increase by 25%)	<del>\$509.00</del> <u>534.00</u> each
STEP Sewer System: Commercial (For projects outside city limits, fees will increase by 25%)	<del>\$1,019.00</del> <u>1,069.95</u> each
Sewer Pump Station	<del>\$1,019.00</del> <u>1,069.95</u> each
On-Site Community Septic System (For projects outside city limits, fees will increase by 25%)	<del>\$1,019.00</del> <u>1,069.95</u> each
Sewer Lateral Connection at Main	<del>\$368.00</del> <u>386.40</u> each
Sewer Lateral Connection on Property	<del>\$147.00</del> <u>154.35</u> each
Storm Sewer Main	<del>\$3.10</del> <u>26</u> per linear foot or part thereof plus \$1.50 per linear foot for Television Inspection
Storm On-Site System	<del>\$677.00</del> <u>710.85</u> each
Water Main (For projects outside city limits, fees will increase by 25%)	<del>\$3.10</del> <u>26</u> per linear foot or part thereof
Water Connection (New)	<del>\$200.00</del> <u>210.00</u> each
Water Purity Sampling Test (Collected for second and subsequent tests for the same system)	Actual Costs to be Assessed

## Application Type

### Permit/Inspection Fees

Water Main Shutdown (collected for second or subsequent request for the same system)	Actual Costs to be Assessed
Reclaimed Water Main or Service Connection	<del>\$3.10</del> <u>26</u> per linear foot or part thereof
Reclaimed Water Connection (new)	<del>\$200.00</del> <u>210.00</u> 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	<del>\$1,575.00</del> <u>1,653.75</u> each
Solid Waste Pad and/or enclosure	<del>\$250.00</del> <u>262.50</u>
Landscape	<del>\$375.00</del> <u>393.75</u>
Bicycle Parking	<del>\$315.00</del> <u>330.75</u>
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)	<del>\$184.00</del> <u>193.00</u> each
Right-of-Way Obstruction Permit	<del>\$562.00</del> <u>590.10</u> each
Right-of-Way Obstruction Permit (Traffic Control Plan Required, and on-site signage, cones, or flaggers needed) <sup>1</sup>	
Right-of-Way Excavation/Restoration (Completion Bond Required before Issuance of a Permit equal to 125% value of the work)	<del>\$184.00</del> <u>193.20</u> each
Right-of-Way Vacation Request	<del>\$1,943.00</del> <u>2,040.15</u> each
Latecomer Reimbursement Contract	<del>\$1,943.00</del> <u>2,040.15</u> + 5% Administrative Fee (5% of the reimbursement amount <del>shall be</del> <u>is</u> 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	<del>\$175.00</del> <u>183.75</u> each
Long Term Right-of-Way Use Authorization for Open Right-of-Way Use per Year	<del>\$420.00</del> <u>441.00</u> per year

---

<sup>1</sup> 1. Fee may be waived by the Community Planning and Development Director or designee for removal of hazard trees determined to be a high risk based on a Tree Risk Assessment approved by the City's urban forester.

## Application Type

### Permit/Inspection Fees

Street Closure Permit for Temporary Moving of Structures or Equipment ~~\$850.00~~ \$92.50 each

Recording Fees for Bills of Sale, Easements, Deeds, Annexation Agreements ~~\$232.00~~ \$243.60

Recording Fees for Stormwater Maintenance Agreements ~~\$318.00~~ \$333.90

### Private Utilities

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

New Short Plat – (2-9 Lots)

Plan Check: ~~\$225.00~~ \$236.25

Permit Fees: ~~\$80.00~~ \$84.00

New Long Plat – (10-25 Lots)

Plan Check: ~~\$315.00~~ \$330.75

Permit Fees: ~~\$115.00~~ \$120.75 + \$0.20 per linear foot or part thereof

New Long Plat – (26+ Lots)

Plan Check: ~~\$535.00~~ \$561.75

Permit Fees: ~~\$115.00~~ \$120.75 + \$0.20 per linear foot or part thereof

New Commercial:

Plan Check: ~~\$315.00~~ \$330.75

Permit Fees: ~~\$100.00~~ \$105.00

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

Plan Check: ~~\$263.00~~ \$276.15 + \$1.00 per linear foot or part thereof

Permit Fees: ~~\$95.00~~ \$99.75 + \$0.10 per linear foot or part thereof

Repair/Replace Existing

Plan Check: ~~\$263.00~~ \$276.15 + 1.00 per linear foot or part thereof

Permit Fees: ~~\$95.00~~ \$99.75 + \$0.10 per linear foot or part thereof

New/Replace Pole: ~~\$95.00~~ \$99.75 per Each

Resubmittal fees starting with second resubmittal after the initial application

50% plan check fees

### Pavement Restoration Fee

Base Fee ~~\$25.00~~ \$26.25 per square foot or part thereof

Year 1 (new pavement) 5X base fee

Year 2 4X base fee

## Application Type

### Permit/Inspection Fees

Year 3	3X base fee
Year 4	2X base fee
Year 5	1X base fee

### Tree Protections and Replacement Ordinance Fee Schedule

Tree Plan Review for New Commercial Development	<del>\$875.00</del> <u>918.75</u> each
Tree Plan Review for New Multi-family Residential Development	<del>\$945.00</del> <u>992.25</u> each
Tree Plan Review for New Subdivisions - 9 lots and less	<del>\$725.00</del> <u>761.25</u> each
Tree Plan Review for New Subdivisions - 10 lots and more	<del>\$945.00</del> <u>992.25</u> + \$26.00 per lot
Tree Plan Field Inspection for New Commercial Development	<del>\$875.00</del> <u>918.75</u> each
Tree Plan Field Inspection for New Multi-family Residential Development	<del>\$945.00</del> <u>992.25</u> each
Tree Plan Field Inspection for New Subdivisions - 9 lots and less	<del>\$725.00</del> <u>761.25</u> each
Tree Plan Review for New Subdivisions - 10 lots and more	<del>\$945.00</del> <u>992.25</u> + \$26.00 per lot
Tree Plan Review for Tree Trimming by Private Utility	<del>\$345.00</del> <u>362.25</u> + \$0.10 per linear foot, or part thereof, of project
Tree Plan Field Inspection for Tree Trimming by Private Utility	<del>\$240.00</del> <u>252.00</u> + \$0.10 per linear foot, or part thereof, of project
Tree Conversion Option Harvest	<del>\$150.00</del> <u>157.50</u> 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 4.36.010.** Section 4.36.010 of the Olympia Municipal Code is hereby amended to read as follows:

#### 4.36.010 Building code review and permit fees

A. The determination of value or valuation under any of the provisions of this code ~~shall be~~ made by the building official based on the valuation data established by the International Code Council under the provisions of building standards valuation data or other supporting data. The value to be used in computing the building and building plan review fees ~~shall be~~ the total of all construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing

systems, and other permanent equipment. Single-family and duplex dwellings of wood frame construction having an area of more than 2,500 square feet per unit ~~shall be~~ valued at "good construction" rate. All others ~~will be~~ valued at "average construction" rate. Remodels ~~shall be~~ valued based on the contract price of the project or as determined by the building official.

B. Payment of fees. A permit ~~shall is not be~~ valid until the fees prescribed by law have been paid, nor ~~shall~~ may an amendment to a permit be released until the additional fee, if any, has been paid.

C. Schedule of permit fees. On buildings, structures, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit ~~shall~~ must be paid as required using the current fee schedule.

D. Plan Review Fees: When submittal documents are required a plan review fee ~~shall~~ must be paid at the time of submitting the submittal documents for plan review. The current fee schedule as adopted ~~shall~~ establishes ~~said the~~ plan review fee. The actual permit fees and related plan review fee ~~shall be~~ determined upon completion of the plan review and the balance owing ~~shall~~ must be paid at the time of permit issuance.

The plan review fee ~~shall be~~ is a separate fee from the permit fees specified in this section and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items, an additional plan review fee ~~shall be~~ is charged at the rate shown in the current fee schedule.

E. Building permit valuations. The value to be used in computing the building permit and building plan review fees ~~shall be~~ is the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, and any other permanent equipment. Contractor's overhead and profit is also included. The Valuation factor ~~will be~~ is used in assessing the building permit for installation of Sign and Commercial Landscaping permits (plan review for Signs and Commercial landscaping will be 65% of the permit).

F. Investigation Fees: Work without a Permit.

1. Investigation. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation ~~shall~~ must be made before a permit may be issued for such work.

2. Fee. An investigation fee, in addition to the permit fee, ~~shall be~~ is collected whether or not a permit is then or subsequently issued. The investigation fee ~~shall be~~ is equal to the amount of the permit fee required by this code. The minimum investigation fee ~~shall be~~ is the same as the minimum fee set forth in the currently adopted fee schedule. This fee is an additional, punitive fee and ~~shall does not~~ apply to any Grading or Building Permit Fee that may subsequently be issued. Payment of the investigative fee does not vest the illegal work with any legitimacy, nor does it establish any right to a Permit for continued development of that project. If the work done remains illegal for 90 days after service of the Stop Work Order, it ~~shall be~~ is considered hazardous and ~~shall~~ must be abated per the Olympia Municipal Code.

3. The payment of such investigation fee ~~shall~~does not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

G. Fee Refunds.

The building official may authorize the refunding of:

1. 100% of any fee erroneously paid or collected.
2. Up to 80% of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. Up to 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

H. Fee Exempt Permits:

1. Agricultural/deer fences up to eight ~~(8)~~ feet tall

**FEE TABLE -- BUILDING PERMIT FEES**

**Building Permit Fees (based on valuation)**

<b>Total Valuation</b>	<b>Fee</b>
\$1.00 to \$500.00	<del>\$105.00</del> <u>110.25</u>
\$501.00 to \$2,000.00	<del>\$105.00</del> <u>110.25</u> for the first \$500.00 plus <del>\$5.30</del> <u>56</u> for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	<del>\$184.50</del> <u>193.73</u> for the first \$2,000.00 plus <del>\$16.80</del> <u>17.64</u> for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	<del>\$570.90</del> <u>599.45</u> for the first \$25,000.00 plus <del>\$12.71</del> <u>13.35</u> for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	<del>\$888.65</del> <u>933.08</u> for the first \$50,000.00 plus <del>\$9.45</del> <u>92</u> for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	<del>\$1,361.15</del> <u>1,429.21</u> for the first \$100,000.00 plus <del>\$7.98</del> <u>8.38</u> for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	<del>\$4,553.15</del> <u>4,780.81</u> for the first \$500,000.00 plus <del>\$7.09</del> <u>7.44</u> for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	<del>\$8,098.15</del> <u>8,503.06</u> for the first \$1,000,000.00 plus <del>\$5.93</del> <u>6.23</u> for each additional \$1,000.00 or fraction thereof

### Other Building Inspections and Fees

Inspections outside of normal business hours	<del>\$125.00</del> 183.75 per hour* (minimum charge - two hours)
Reinspection fees	<del>\$125.00</del> 183.75 per hour*
Inspections for which no fee is specifically indicated	<del>\$125.00</del> 183.75 per hour* (minimum charge - one-half hour)
Additional plan review required by changes, additions, or revisions to approved plans	<del>\$125.00</del> 183.75 per hour* (minimum charge - one-half hour)
For use of outside consultants for plan checking and inspections, or both	Actual Costs*
Certificate of occupancy inspection not related to building permit and as required by Section 110	<del>\$125.00</del> 183.75 per hour* (minimum 2 hours)
Inspections requested on expired permits	<del>\$125.00</del> 183.75 per hour* (minimum charge - two hours)

\* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost ~~shall include~~includes supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

\*\* Including administrative and overhead costs.

For Stop Work issued (work being done without a permit) ~~\$175~~183.75 per hour (minimum charge – one hour)

State of Washington State Building Code Council \$4.50 on every building permit issued charges

Vacant Property Registration Fee (OMC 16.06.090) \$200 annually

Temporary Certificate of Occupancy (TCO)	Application filing fee (nonrefundable):
	Residential (single-family) <del>\$100</del> 105
	Commercial and multi-family residential <del>\$150</del> 157.50 (interior remodel)
	Commercial and multi-family residential <del>\$500</del> 525 (new construction and substantial exterior and interior remodel)

### Building Plan Review Fees

SF Plan Review	68% of building permit fee if greater than 1500 sf
	25% of building permit fee if 1500 sf or less



<u>SF Stormwater Plan Review – Single Family Home, Townhouse, Accessory Dwelling Unit, Manufactured Home on Single Lot, Residential or Structural Addition, Residential Revision, or Deferred Submission</u>	<u>\$144</u>
<u>SF Stormwater Plan Review - Duplex</u>	<u>\$201</u>
Tree removal permit	<del>\$25.00</del> <u>26.25</u> per tree up to \$250.00 total
Commercial Review	68% of building permit fee
Addition/remodel SF, duplex	68% of building permit fee

### **Mobile/Manufactured Housing or Commercial Permit Fees**

*Temporary use (single wide)	<del>\$310.00</del> <u>325.50</u>
*Temporary use (double wide)	<del>\$375.00</del> <u>393.75</u>
Permanent use (single wide)	<del>\$510.00</del> <u>535.50</u>
Permanent use (double wide)	<del>\$525.00</del> <u>551.25</u>
Permanent use (triple wide)	<del>\$545.00</del> <u>572.25</u>
Add-a-room (pre-manufactured addition)	<del>\$385.00</del> <u>404.25</u>
*Temporary commercial use (single)	<del>\$450.00</del> <u>472.50</u>
Permanent commercial use (double)	<del>\$475.00</del> <u>498.75</u>
Permanent commercial use (triple)	<del>\$500.00</del> <u>525.00</u>

Plan check fee of 65% of permit fee will be required for commercial use only.

\*Temporary use is considered 180 unless otherwise approved through written request

### **Demolition Permit Fees**

Buildings less than 3,000 sq ft	<del>\$110.00</del> <u>115.50</u>
Buildings between 3,001 and 5,000 sq ft	<del>\$250.00</del> <u>262.50</u>
Buildings between 5,001 and 10,000 sq ft	<del>\$300.00</del> <u>315.00</u>
Buildings greater than 10,000 sq ft	<del>\$390.00</del> <u>409.50</u>

Technology Fee – applicable to all permits and plan review fees 3.9% of permit/plan review

### **Electrical Permit and Inspection Fees**

See OMC 4.36.020.

### **Washington State Energy Code Review**

Commercial	<del>\$200</del> <u>210</u>
Residential	<del>\$100</del> <u>105</u>

### **Mechanical Permit Fees (plus applicable unit fees)**

### **Permit Issuance Fee**

**Washington State Energy Code Review**

For the issuance of each permit ~~\$105.00~~110.25

**Single Family Residential (flat fee no permit issuance fee)**

New SFR Mechanical Heating system including ducts and vents attached thereto (first unit, up to and including 2,500 sq ft) ~~\$300.00~~315.00

Additional Unit/s and/or associated ducts and vents attached thereto (over 2,500 sq ft) ~~\$260.00~~273.00

**Unit Fee Schedule**

Note: The following includes permit issuance fee.

**Furnaces**

For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance ~~\$55.00~~68.25

**Appliance Vents**

For the installation, relocation, or replacement of each appliance vent installed and not included in an appliance permit ~~\$35.00~~47.25

**Repairs or Additions**

For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls regulated by the Mechanical Code ~~\$55.00~~68.25

**Boilers, Compressors and Absorption Systems**

For the installation or relocation of each boiler or compressor ~~\$95.00~~110.25

**Air Handlers**

For each air-handling unit to and including 10,000 cubic feet per minute (4,720 L/s), including ducts attached thereto ~~\$55.00~~68.25

Note: This fee does not apply to an air-handling unit which is a portion of a factory assembled appliance, cooling unit, evaporative cooler, or absorption unit for which a permit is required elsewhere in the Mechanical Code.

For each air-handling unit exceeding 10,000 cubic feet per minute (4,720 L/s) ~~\$55.00~~68.25

**Evaporative Coolers**

For each evaporative cooler other than portable type ~~\$55.00~~68.25

**Ventilation and Exhaust**

For each ventilation fan connected to a single duct ~~\$35.00~~47.25

**Washington State Energy Code Review**

For each ventilation system which is not a portion of heating or air conditioning system authorized by a permit	<del>\$35.00</del> <u>47.25</u>
---	---------------------------------

For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	<del>\$35.00</del> <u>47.25</u>
--	---------------------------------

<b>Wood or Gas Stove Insert including vent</b>	<del>\$65.00</del> <u>78.75</u>
--	---------------------------------

<b>Incinerators</b>	<del>\$125.00</del> <u>131.25</u>
---------------------	-----------------------------------

**Miscellaneous**

For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the code	<del>\$35.00</del> <u>47.25</u>
--	---------------------------------

Permit fees for fuel-gas piping ~~shall be~~ as follows:

Single gas pipe repair or connection including flexible connector for up to the first 5 connections	<del>\$35.00</del> <u>47.25</u>
---	---------------------------------

Multiple gas pipe repair or connections including flexible gas connectors for 6 or more connections, additional fee of	<del>\$2.50</del> <u>63</u> ea
--	--------------------------------

**Other Inspections and Fees**

Inspections outside of normal business hours, *per hour (minimum charge - two hours)	<del>\$175.00</del> <u>183.75</u> *
--	-------------------------------------

Reinspection fees	<del>\$175.00</del> <u>183.75</u> *
-------------------	-------------------------------------

Inspection for which no fee is specifically indicated, per hour (minimum charge - one-half hour)	<del>\$175.00</del> <u>183.75</u> *
--	-------------------------------------

Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge - one-half hour)	<del>\$175.00</del> <u>183.75</u> *
---	-------------------------------------

For use of outside consultants for plan checking and inspections, or both.	Actual Cost
--	-------------

For Stop Work issued (work being done without a permit)	<del>\$175</del> <u>183.75</u> per hour (minimum charge – one hour)
---	--

\* Or the total hourly cost to the jurisdiction, whichever is greatest. This cost ~~shall include~~ includes supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

**Plumbing Permit Fees**

Permit Issuance

For issuing each permit	<del>\$160.00</del> <u>168.00</u>
-------------------------	-----------------------------------

**Single Family Residential (flat fee no permit issuance fee)**

**Plumbing Permit Fees**

New SFR Plumbing system (up to 3 bathrooms, one kitchen, over 3/1 use unit schedule for additional fixtures) ~~\$245.00~~257.25

**Swimming Pools\***

For each in-ground swimming pool or spa ~~\$125.00~~131.25 (fencing requirements apply)

For each above ground swimming pool over 5000 gallons ~~\$62.50~~65.63 (fencing requirements apply)

\*All pools over 24 inches in depth require approved fencing

Plumbing Permits for New Single Family Residential ~~\$245.00~~257.25

**Unit Fee Schedule**

Note: The following requires a permit issuance fee in addition to unit fees

**Gas Piping System**

Single gas pipe repair or connection including flexible gas connector for up to the first 5 connections ~~\$35.00~~36.75

Multiple gas pipe repair or connections including flexible gas connectors for 6 or more connections, additional fee of ~~\$2.50~~63 ea

For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection) ~~\$15.00~~75

For each building sewer and each trailer park sewer ~~\$35.00~~36.75

Rainwater systems - per drain (inside building) ~~\$10.00~~50

For each private sewage disposal system/grinder pump (when allowed) ~~\$75.00~~78.75

For each water heater and/or vent ~~\$25.00~~26.25

For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture trap ~~\$21.00~~22.05

For each installation, alteration, or repair of water piping and/or water treating equipment, each ~~\$20.00~~21.00

For each repair or alteration of drainage or vent piping, each fixture ~~\$20.00~~21.00

For each lawn sprinkler system on any one meter including backflow protection devices therefor ~~\$35.00~~36.75

For atmospheric-type vacuum breakers not included in lawn sprinkler system ~~\$35.00~~36.75

**Other Inspections and Fees**

Inspections outside of normal business hours, per hour (minimum charge - two hours) ~~\$125.00~~183.75\*

Reinspection fees ~~\$125.00~~183.75\*

### Plumbing Permit Fees

Inspection for which no fee is specifically indicated	<del>\$125.00</del> <u>183.75</u> *
Additional plan review required by changes, additions, or revisions to approved plans, per hour (minimum charge - one hour)	<del>\$175.00</del> <u>183.75</u> *
For the use of outside consultants for plan checking and/or inspections	*Actual Costs
For Stop Work being issued (work being done without permit)	<del>\$175.00</del> <u>183.75</u>

\* Or the total hourly cost to the jurisdiction, whichever is greatest. This cost ~~shall include~~ includes supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

### Grading Plan Permit Fees

~~\$390.00~~ 409.50 base fee plus \$.01 per cubic yard

### Other Inspections and Fees

Inspections outside of normal business hours, per hour (minimum charge - two hours)	<del>\$175.00</del> <u>183.75</u> *
Reinspection fees	<del>\$175.00</del> <u>183.75</u> *
Inspection for which no fee is specifically indicated, per hour (minimum charge one-half hour)	<del>\$175.00</del> <u>183.75</u> *

\*Or the total hourly cost to the jurisdiction, whichever is greatest. This cost ~~shall include~~ includes supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

### Grading Plan Review Fees

65% of the permit fee

### Other Fees

Additional plan review required by changes, additions, or revisions to approved plans, per hour (minimum charge - one-half hour) ~~\$175.00~~ 183.75\*

\* Or the total hourly cost to the jurisdiction, whichever is greatest. This cost ~~shall include~~ includes supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

**Section 3. Amendment of OMC 4.38.010.** Section 4.38.010 of the Olympia Municipal Code is hereby amended to read as follows:

#### 4.38.010 Fire Plan Review and Permit Fees

The following fees ~~shall be~~ are assessed for the permitting and plan review of fire systems:

##### A. Fire Permit Fee:

Total Valuation	Fee
\$1.00 to \$500.00	<del>\$43.48</del> <u>45.65</u> up to and including \$500.00.
\$501.00 to \$2,000.00	<del>\$43.48</del> <u>45.65</u> for the first \$500.00 plus <del>\$5.64</del> <u>92</u> for each additional \$100.00 or fraction thereof, up to and including \$2000.00.

<b>Total Valuation</b>	<b>Fee</b>
\$2,001.00 to \$25,000.00	<del>\$154.01</del> <u>161.71</u> for the first \$2000.00 plus <del>\$25.90</del> <u>27.20</u> for each additional \$1000.00 or fraction thereof, up to and including \$25,000.00.
\$25,001.00 to \$50,000.00	<del>\$742.50</del> <u>779.63</u> for the first \$25,000.00 plus <del>\$18.69</del> <u>19.62</u> for each additional \$1000.00 or fraction thereof, up to and including \$50,000.00.
\$50,001.00 to \$100,000.00	<del>\$1203.89</del> <u>1,264.08</u> for the first \$50,000.00 plus <del>\$12.95</del> <u>13.60</u> for each additional \$1000.00 or fraction thereof, up to and including \$100,000.00.
\$100,001 - \$500,000	= <del>\$3,291.80</del> <u>3,465.39</u> for the first \$100,000 plus <del>\$18.55</del> <u>19.48</u> for each additional \$1,000 or fraction thereof, up to and including \$500,000.
\$500,001 - \$1,000,000	= <del>\$10,664.10</del> <u>11,197.31</u> for the first \$500,000 plus <del>\$15.74</del> <u>16.53</u> for each additional \$1,000 or fraction thereof, up to and including \$1,000,000.
\$1,000,001 and up	= <del>\$18,578.99</del> <u>19,507.94</u> for the first \$1,000,000 plus <del>\$12.10</del> <u>12.71</u> for each additional \$1,000 or fraction thereof.

#### **B. Fire Plan Review Fee:**

The fire plan review fee is ~~sixty five (65)~~ percent of the fire permit fee and is collected in addition to the fire permit fee noted in this chapter.

**Section 4. Amendment of OMC 4.40.010.** Section 4.40.010 of the Olympia Municipal Code is hereby amended to read as follows:

#### **4.40.010 Land use application review fees**

A. Commencing January 1, ~~2022~~2023, the following fee schedule ~~shall be~~shall be in full force and effect.

<b>Certifications and Appealable Letters</b>	<b>Land Use and Planning Applications<sup>1</sup></b>
Independent Confirmation of Critical Areas Report	<del>\$825</del> <u>866</u> plus any consultant costs
Wetland Report prepared by City staff	<del>\$800</del> <u>840</u> plus any consultant costs
Staff Confirmation Letter for Zoning, Occupancy Status, Flood Hazard, and other similar confirmations	<del>\$200</del> <u>210</u>
Staff-Researched Letter, Shoreline Permit Exemption, Land Use Approval Time Extension, Legal Lot Determination, or Appealable Opinion <sup>2</sup>	<del>\$460</del> <u>483</u>
<b>Actions Independent of Development Review</b>	
Presubmission Conference	<del>\$340</del> <u>357</u> + <u>\$67 for stormwater utility review</u>
SEPA Review (only)	<del>\$480</del> <u>504</u>
Variance (staff level)	<del>\$300</del> <u>315</u>

Variance and/or Reasonable Use Exception (by Examiner)	<del>\$1400</del> <u>1,470</u> + \$1,000 Hearing Examiner deposit <sup>4</sup>
--	--

### **Code and Plan Amendments**

Comprehensive Plan Amendment (post-screening without rezone)	<del>\$2600</del> <u>2,730</u>
Shoreline Program	<del>\$3,200</del> <u>3,360</u>
Original Master Plan (Villages & Centers) (See OMC Chapter 18.05)	<del>\$3,200</del> <u>3,360</u> + \$ 140 per acre or part thereof + \$2,500 Hearing Examiner deposit <sup>4</sup>
Master Plan Revision	<del>\$1,600</del> <u>1,680</u> + \$1,500 Hearing Examiner deposit <sup>4</sup>
<u>Master Plan Revision – Stormwater Utility Plan Review</u>	<u>\$402 + \$44/acre</u>
Development Agreement	<del>\$411</del> <u>54,321</u> + \$2,000 Hearing Examiner deposit if referred to examiner <sup>4</sup>
Zoning and Development Code Maps or Text	<del>\$3,200</del> <u>3,360</u> + if a site-specific rezone, a \$1,500 Hearing Examiner deposit <sup>4</sup>

### **Annexations**

Notice of Intent to Annex	<del>\$320</del> <u>336</u>
Petition to Annex	<del>\$423</del> <u>04,442</u>

### **Temporary Uses**

Temporary Use Permit for three or less consecutive days	<del>\$150</del> <u>158</u>
Temporary Uses for four or more consecutive days	<del>\$350</del> <u>368</u>

### **Subdivision Actions**

Lot Consolidation	<del>\$560</del> <u>588</u>
Boundary Line Adjustment	<del>\$550</del> <u>578</u> plus \$160 per boundary line
Preliminary Short or Large-Lot Plat	<del>\$1360</del> <u>1,428</u> + \$-300 per lot
<u>Preliminary Short or Large-Lot Plat – Stormwater Utility Plan Review (if frontage improvements)</u>	<u>\$603 + \$44/acre</u>
Final Short or Large-lot Plat	<del>\$890</del> <u>935</u>
Preliminary <del>Full</del> <u>Long</u> (ten or more lots) Plat	<del>\$4660</del> <u>4,893</u> + \$-600 per acre, or part thereof + \$2,500 Hearing Examiner deposit <sup>4</sup>
<u>Preliminary Long (ten or more lots) Plat – Stormwater Utility Plan Review</u>	<u>\$804 + \$44/acre</u>
Final <del>Full</del> <u>Long</u> (ten or more lots) Plat <sup>3</sup>	<del>\$3880</del> <u>4,074</u>
Binding Site Plan	Any land use review fee; plus sum equivalent to platting fee - latter reduced by 1/2 if concurrent with initial development

<u>Binding Site Plan – Stormwater Utility Plan Review</u>	<u>\$804 + \$44/acre</u>
Improvements deferral review by Examiner (OMC 17.44.020(E))	<del>\$1,800</del> <u>1,890</u> + \$2,000 Hearing Examiner deposit <sup>4</sup>
<b>Land Use (Site Plan) Review<sup>3</sup></b>	
No new structure to 5,000 square feet new gross floor area	<del>\$2700</del> <u>2,835</u>
5,001 to 8,000 square feet of new gross floor area	<del>\$4800</del> <u>5,040</u>
8,001 to 16,000 square feet of new gross floor area	<del>\$6900</del> <u>7,245</u>
16,000 to 24,000 square feet of new gross floor area	<del>\$9300</del> <u>9,765</u>
24,001 or more square feet of new gross floor area	<del>\$13100</del> <u>13,755</u>
<u>Land Use Review – Stormwater Utility Plan Review</u>	<u>\$804 + \$44/acre</u>
<b>Supplemental Actions</b>	
Traffic modeling or distribution by City staff	No charge, except any consultant fees
Additional SEPA Review (WAC 197-11-335)	No charge, except any consultant fees
Environmental Impact Statement	<del>\$4300</del> <u>4,515</u> + preparation at contract rate to be determined
Design Concept Review --Board Level	<del>\$1250</del> <u>1,313</u>
Design Details Review-- Board Level	<del>\$1250</del> <u>1,313</u>
Design Review--Staff Level	<del>\$500</del> <u>525</u>
<u>Design Review--Staff Level for Single Family Detached and Accessory Dwelling Units</u>	<u>\$263</u>
<u>Design Review--Staff Level for Single Family Detached and Accessory Dwelling Units</u>	<u>\$263</u>
Shoreline Permit (Substantial Development Permit, Shoreline Conditional Use Permit, Shoreline Variance) and Conditional Use Permit Requiring Examiner Review <sup>5</sup>	<del>\$1,500</del> <u>1,575</u> + \$2,000 Hearing Examiner deposit <sup>4</sup>
Shoreline Permit (Substantial Development Permit, Shoreline Conditional Use Permit, Shoreline Variance) and Conditional Use Permit Requiring Administrative Review <sup>5</sup>	<del>\$900</del> <u>945</u>
<u>Shoreline Permit (Substantial Development Permit, Shoreline Conditional Use Permit, Shoreline Variance) and Conditional Use Permit Requiring Administrative or Hearing Examiner Review - Stormwater Utility Plan Review</u>	<u>\$268</u>
Wireless Communication Facility -- Requiring Examiner Review	<del>\$4,600</del> <u>4,830</u> + \$2,000 Hearing Examiner deposit <sup>4</sup> plus any consultant costs of City
Short-Term Rental Permit	<del>\$100</del> <u>105</u>
Wireless Communication Facility -- Requiring Administrative Review <sup>5</sup>	<del>\$3,700</del> <u>3,885</u>



Modification of an approved application	50% of standard fee plus any Examiner deposit
Impact Fee Appeal to Examiner	<del>\$2100</del> <u>2,205</u> + \$500 Hearing Examiner deposit <sup>a</sup>
Other Appeal to Examiner	<del>\$1,300</del> <u>1,365</u>
Appeals to Council (only if authorized)	<del>\$500</del> <u>525</u>
Request for Reconsideration or Clarification by Examiner (OMC 18.75.060 and 070)	<del>\$325</del> <u>341</u> + \$500 Hearing Examiner deposit <sup>a</sup>
<b>Historic Rehabilitation Tax Exemption</b>	
Commercial	<del>\$880</del> <u>924</u>
Residential	<del>\$260</del> <u>273</u>
Technology Fee – applicable to all planning applications	3.9% of planning fee

NOTES:

1. Additional fees may be applicable, including tree plan and engineering fees.
2. Staff certification or researched letter fees, and need for third-party consultation are at the discretion of the Planning Manager.
3. There is no extra charge for Planned Residential Development Approval.
4. Where Examiner deposit is required, applicant is responsible and required to pay actual Hearing Examiner costs, which may be higher or lower than the deposit amount.
5. Fee is in addition to any applicable Land Use Review Fee.

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

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

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

**Section 8. Effective Date.** This Ordinance takes effect January 1, 2023.

---

MAYOR

**ATTEST:**

---

CITY CLERK

**APPROVED AS TO FORM:**

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

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

### Approval of an Ordinance Updating Impact Fees

**Agenda Date:** 12/13/2022  
**Agenda Item Number:** 4.L  
**File Number:** 22-1143

---

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

---

#### **Title**

Approval of an Ordinance Updating Impact Fees

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve an Ordinance amending Olympia Municipal Code Chapters 15.04 and 15.16 relating to impact fees.

#### **Report**

##### **Issue:**

Whether to approve an Ordinance updating transportation, park and school impact fees.

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

Tim Smith, Deputy Director, Community Planning & Development, 360.570.3915

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

None - Consent Calendar Item.

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

Background and Analysis did not change from first to second reading.

Certain types of new development in the City are charged impact fees in accordance with RCW 82.02 and Chapter 15.04 of the Olympia Municipal Code. Impact fees are intended to ensure that new growth pays a proportionate share of the cost of new facilities needed to serve the new development. The City currently assesses impact fees for City parks and transportation facilities and collects impact fees for school facilities at the request of the Olympia School District. The City will start assessing impact fees for North Thurston Public Schools starting in 2023, as authorized in an ordinance approved by the City Council in October 2022.

##### Transportation Impact Fees:

Olympia has used transportation impact fees since the 1990s to help fund infrastructure

improvements. The City's first Transportation Master Plan was adopted by the City Council in February 2021 and included changes to the City's Transportation Concurrency and Impact Fee Programs. Transportation impact fees are now multi-modal, adding capacity to our street system by making bike, pedestrian, and transit improvements, in addition to improvements for vehicles.

The current transportation impact fee is \$2,679 per new "person" trip. Staff proposes a 10% increase in the impact fee to keep up with inflation and increased costs of construction materials and labor. The cost per new "person" trip is proposed to be \$2,946 in 2022.

**Park Impact Fees:**

The City's Parks Master Plan was adopted by the City Council in February 2022 and included an updated capital investment strategy project list of capital projects. An increase in park impact fees is proposed to match anticipated funding and projects listed in the 2022 Parks Plan.

**Olympia School District Impact Fees:**

The Olympia School District has updated its Capital Facilities Plan and proposes impact fees as reflected in the School District's adopted 2023-2028 Capital Facilities Plan.

**North Thurston Public Schools Impact Fees:**

North Thurston Public Schools updated its Capital Facilities Plan and proposes impact fees as reflected in the School District's adopted 2023-2028 Capital Facilities Plan.

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

Permit fee costs are of strong interest to community members interested in developing within the City of Olympia.

**Options:**

1. Move to approve the Ordinance amending the Olympia Municipal Code relating to impact fees.
2. Move to approve the Ordinance with changes.
3. Do not approve the Ordinance.

**Financial Impact:**

Revenues generated by impact fees will support needed infrastructure as the City grows.

**Attachments:**

Ordinance

**Ordinance No. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON AMENDING OLYMPIA MUNICIPAL CODE SECTIONS 15.04.020, 15.16.010, 15.16.030 AND 15.16.040 RELATING TO IMPACT FEES**

**WHEREAS**, the Washington State Growth Management Act, Chapter 36.70A RCW, requires that cities plan for growth; and

**WHEREAS**, RCW 82.02.050 - .090 authorize cities to impose impact fees to ensure that adequate facilities are available to serve new growth and development; and

**WHEREAS**, in Ordinance Nos. 5490 and 6164, the City of Olympia adopted such impact fees, including "Park Impact Fees," "School Impact Fees," and "Transportation Impact Fees," which the City uses as a funding mechanism to help build new transportation and parks infrastructure, as well as help the Olympia School District and the North Thurston School District build infrastructure; and

**WHEREAS**, the Parks Master Plan was adopted by the City Council in February 2022 and included an updated capital investment strategy project list of capital projects planned for the next twenty years; and

**WHEREAS**, Olympia has updated the park impact fees to match the anticipated funding and projects listed in the 2022 Parks Plan; and

**WHEREAS**, Olympia has used transportation impact fees since the 1990s to help fund infrastructure improvements focused on increasing capacity on city streets for motor vehicles; and

**WHEREAS**, the City's first Transportation Master Plan was adopted by the City Council in February 2021 and included changes to the City's Transportation Concurrency and Impact Fee Programs; and

**WHEREAS**, transportation impact fees are multi-modal, adding capacity to our street system by making bike, pedestrian, and transit improvements, in addition to improvements for vehicles; and

**WHEREAS**, the City Council has called for an annual review of impact fees, concurrent with the annual review of the Capital Facilities Plan element of the City's Comprehensive Plan, to consider adjustments to the impact fees; and

**WHEREAS**, the Olympia School District has updated its Capital Facilities Plan and revised its proposed impact fees as reflected in the School District's adopted 2023-2028 Capital Facilities Plan; and

**WHEREAS**, the North Thurston School District has updated its Capital Facilities Plan and has proposed impact fees as reflected in the School District's adopted 2023-2028 Capital Facilities Plan; and

**WHEREAS**, the City Council conducted a public hearing on the City's 2023-2028 Capital Facilities Plan on October 18, 2022, and did not receive any additional comments related to the proposed impact fee changes; and

**WHEREAS**, following that review of the 2023-2028 Capital Facilities Plan, the City Council desires to amend Transportation and Park Impact Fees for inflation in costs of labor, construction materials, and real property, revise School Impact Fees as adopted in the Olympia School District's and North Thurston School District's 2023-2028 Capital Facilities Plans, and amend the Olympia Municipal Code accordingly; and

**WHEREAS**, this Ordinance is adopted pursuant to Article 11, Section 11, of the Washington Constitution;

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

**Section 1. Amendment of OMC 15.04.020.** Olympia Municipal Code Section 15.04.020 is hereby amended to read as follows:

**15.04.020 Definitions**

The following words and terms have the following meanings for the purposes of this title, unless the context clearly requires otherwise. Terms otherwise not defined herein are defined pursuant to RCW\_82.02.090 or given their usual and customary meaning.

- A. "Accessory Dwelling Unit" means a dwelling unit that has been added onto, created within, or separated from a single-family detached dwelling for use as a complete independent living unit with provisions for cooking, eating, sanitation, and sleeping.
- B. "Building Permit" means an official document or certification which is issued by the Building Official and which authorizes the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, demolition, moving, or repair of a building or structure.
- C. "Capital Facilities" means the facilities or improvements included in a capital budget or capital facilities plan.
- D. "Capital Facilities Plan" means the capital facilities plan element of a comprehensive plan adopted by the City of Olympia pursuant to chapter 36.70A RCW, and such plan as amended.
- E. "City" means the City of Olympia.
- F. "Council" means the City Council of the City of Olympia.
- G. "Concurrent" or "Concurrency" means that the improvements are in place at the time the impacts of development occur, or that the necessary financial commitments are in place, which include the impact fees anticipated to be generated by the development, to complete the improvements necessary to meet the specified standards of service defined in the Parks Study, the Transportation Study, the Olympia School District Schools Study, and the North Thurston School District Capital Facilities Plan within 10 years of the time the impacts of development occur.
- H. "Department" means the Department of Community Planning and Development.
- I. "Development Activity" means any construction, expansion, or change in the use of a building or structure that creates additional demand and need for public facilities.
- J. "Development Approval" means any written authorization from the City of Olympia which authorizes the commencement of a development activity.
- K. "Director" means the Director of the Department of Community Planning and Development or the Director's designee.

L. "Downtown " means all properties located within the downtown area, which is currently bounded by: Budd Inlet on the north; Budd Inlet and Capitol Lake on the west; along 14th Avenue extending between Capitol Lake and Capitol Way, then east on 14th Avenue extending to Interstate 5 on the south; Eastside Street on the east; and along Olympia Avenue in a westerly direction reconnecting with the Budd Inlet on the north, including properties owned by the Port of Olympia, as shown in Figure 15-04-1.

M. "Dwelling Unit" means a single unit providing complete and independent living facilities for one or more persons, including permanent facilities for living, sleeping, eating, cooking, and sanitation needs.

N. "Encumbered" means to reserve, set aside, or otherwise earmark the impact fees in order to pay for commitments, contractual obligations, or other liabilities incurred for public facilities.

O. "Feepayer" is a person, collection of persons, corporation, partnership, an incorporated association, or any other similar entity, or department or bureau of any governmental entity or municipal corporation commencing a land development activity which creates the demand for additional capital facilities, and which requires the issuance of a building permit. "Feepayer" includes an applicant for an impact fee credit.

P. "Gross Floor Area" or "GFA" means the total square footage of any building, structure, or use, including accessory uses.

Q. "Gross Leasable Area" or "GLA" means the total square footage of leasable space in any building, structure, or use, including accessory uses. This does not include common spaces like lobbies, elevator shafts, stairwells, etc.

R. "Hearing Examiner" means the Examiner who acts on behalf of the Council in considering and applying land use regulatory codes as provided under chapter 18.82 OMC. Where appropriate, "Hearing Examiner" also refers to the office of the hearing examiner.

S. "High Density Corridor" or "HDC" only includes HDC-1, HDC-2, HDC-3 land use zoning areas and has the same meaning as set forth in OMC 18.06.020(B)(10), (11), and (12).

T. "Impact fee" means a payment of money imposed by the City of Olympia on development activity pursuant to this title as a condition of granting development approval in order to pay for the public facilities needed to serve new growth and development. "Impact fee" does not include a reasonable permit fee, an application fee, the administrative fee for collecting and handling school impact fees, the cost of reviewing independent fee calculations, or the fee for deferring payment of impact fees.

U. "Impact Fee Account" or "Account" means the account(s) established for each type of public facility for which impact fees are collected. The Accounts are established pursuant to OMC 15.04.100 and OMC 15.04.110 and must comply with the requirements of RCW 82.02.070.

V. "Alternative and Independent Fee Calculation" means the park impact calculation, the school impact calculation, the transportation impact calculation, or economic documentation prepared by a feepayer, to support the assessment of an impact fee other than by the use of schedules in chapter 15.16 OMC, or the calculations prepared by the Director or the Olympia School District or the North Thurston School District where none of the fee categories or fee amounts in the schedules in chapter 15.16 OMC accurately describe or capture the impacts of the new development on public facilities.

- W. "Interest" means the average interest rate earned by the City of Olympia, or the Olympia School District, or the North Thurston School District with respect to school fees, in the last fiscal year, if not otherwise defined.
- X. "Interlocal Agreement" or "Agreement" means the school interlocal agreement by and between the City of Olympia and the Olympia School District and the school interlocal agreement by and between the City of Olympia and the North Thurston School District, as authorized in OMC 15.04.110 herein.
- Y. "Low-income housing" means housing with a monthly housing expense, that is no greater than thirty percent of eighty percent of the median family income adjusted for family size, for the county where the project is located, as reported by the United States department of housing and urban development.
- Z. "North Thurston School District" means the North Thurston School District No. 3.
- AA. "North Thurston School District Capital Facilities Plan" means the North Thurston School District No. 3's capital facilities plan, as the same may be amended or updated.
- BB. "Occupancy Permit" means the permit issued by the City of Olympia where a development activity results in a change in use of a pre-existing structure.
- CC. "Olympia School District" means the Olympia School District No. 111, Thurston County, Washington.
- DD. "Open Space" means for the purposes of this title undeveloped public land that is permanently protected from development (except for the development of trails or other passive public access or use).
- EE. "Owner" means the owner of record of real property, or a person with an unrestricted written option to purchase property; provided that, if the real property is being purchased under a recorded real estate contract, the purchaser is considered the owner of the real property.
- FF. "Parks" means parks, open space, and recreational facilities, including ball fields, golf courses, athletic fields, soccer fields, swimming pools, tennis courts, volleyball courts, neighborhood parks, community parks, special use parks, trails, and open space.
- GG. "Parks Study" means the City of Olympia Park Impact Fee Study dated October ~~2012~~2022, and as amended.
- HH. "Planned Residential Development" or "PRD" has the same meaning as set forth in chapter 18.56 OMC.
- II. "Project Improvements" means site improvements and facilities that are planned and designed to provide service for a particular development or users of the project and are not system improvements. No improvement or facility included in a capital facilities plan adopted by the Council may be considered a project improvement.
- JJ. "Public Facilities" means the following capital facilities owned or operated by the City of Olympia or other governmental entities: (1) publicly owned parks, open space, and recreational facilities; (2) public streets and roads; and (3) public school facilities.
- KK. "Residential" or "Residential Development" means all types of construction intended for human habitation. This includes single-family, duplex, triplex, and other multifamily development.



LL. "Olympia School District Schools Study" means the "Olympia School District - Rate Study for Impact Fees for School Facilities, 1994," and as amended.

MM. "Senior Housing Development" means a residential development of 10 units or more that is occupied exclusively by residents 55 years of age or older. In order to qualify for the "Senior Development" impact fee rate, a restrictive covenant is required to be placed on the deed limiting the development to residents 55 years of age or older.

NN. "Single Room Occupancy Dwelling" means a housing type consisting of one room, often with cooking facilities and with private or shared bathroom facilities.

OO. "Square Footage" means the square footage of the gross floor area of the development.

PP. "State" means the State of Washington.

QQ. "System Improvement" means a public facility that is included in the City of Olympia's capital facilities plan, the Olympia School Study, or the North Thurston School District Capital Facilities Plan and are designed to provide service to service areas within the community at large, in contrast to project improvements.

RR. "Transportation Study" means the City of Olympia Multimodal Transportation Impact Fee Rate Study dated October 2020, and as amended.

**Section 2. Amendment of OMC 15.16.010.** Olympia Municipal Code Section 15.16.010 is hereby amended to read as follows:

### **15.16.010 Schedule A, Park Impact Fees**

For complete building permit applications, the following schedule ~~shall apply~~applies to residential development:

Housing Type:

<b>TYPE OF DWELLING UNIT</b>	<b>Neighborhood Park</b>	<b>Community Park</b>	<b>Open Space</b>	<b>TOTALS</b>
Single Family including Manufactured Homes on individual lots, Townhouses	\$890	\$3,383	1,308	\$5,581 <u>\$5,987</u>
Multi Family including Apartments, Duplex, Triplex, Fourplex, Cottage Housing, and Courtyard Apartments	\$605	\$2,301	\$890	\$3,796 <u>\$4,471</u>
Units in Senior Housing Developments (including single family units)	\$605	\$2,301	\$890	\$3,796 <u>\$4,471</u>
Mobile Home in Mobile Home Parks	\$605	\$2,301	\$890	\$3,796 <u>\$4,225</u>
Single Room Occupancy Units, Studios, Accessory Dwelling Units <del>(except Accessory Dwelling Units created within existing Single Family structure, which are exempt)</del>	\$356	\$1,353	\$524	\$2,233 <u>\$2,458</u>

TYPE OF DWELLING UNIT	Neighborhood Park	Community Park	Open Space	TOTALS
Downtown Multi Family (including apartments, Duplex, Triplex, Fourplex, Cottage Housing, Courtyard Apartments) and Townhouses	\$463	\$1,759	\$680	\$2,902 <u>\$3,460</u>

**Section 3. Amendment of OMC 15.16.030.** Olympia Municipal Code Section 15.16.030 is hereby amended to read as follows:

**15.16.030 Schedule C, School Impact Fees**

A. Developments within the Olympia School District service area: For complete building permit applications for developments within the Olympia School District Service Area submitted after the effective date of this title, the following schedule shall applyapplies:

(Applies to residential development only)

**Housing Type (fees are per unit):**

Single Family – detached (including manufactured homes on individual lots)	\$6,029 <u>\$6,475</u>
Multifamily (including Apartments, Duplex, Triplex, Fourplex, Cottage Housing, Courtyard Apartments) and Townhouses (Non-Downtown)	\$2,477
<del>Senior Housing, Accessory Dwelling Unit, Single Room Occupancy, Studio (Exempt)</del>	<del>\$0</del>
Downtown Multifamily (including Apartments, Duplex, Triplex, Fourplex, Cottage Housing, Courtyard Apartments) and Townhouses	\$2,040

B. Developments within the North Thurston School District service area: For complete building permit applications for developments within the North Thurston School District Service Area submitted after the effective date of this title, the following schedule applies:

(Applies to residential development only)

**Housing Type (fees are per unit):**

<u>Single Family</u>	<u>\$4,867</u>
<u>Multifamily</u>	<u>\$2,962</u>

**Section 4. Amendment of OMC 15.16.040.** Olympia Municipal Code Section 15.16.040 is hereby amended to read as follows:

**15.16.040 Schedule D, Transportation Impact Fees****SCHEDULE D****TRANSPORTATION IMPACT FEE RATE SCHEDULE****Effective January 1, ~~2022~~2023**

<b>Land Uses</b>	<b>Unit of Measure</b>	<b>Rate</b>
<b>Cost per New Person Trip Generated:</b>		<del>\$2,679</del> <u>\$2,946</u>
<i>Residential</i>		
Single Family (Detached), Townhouse and Manufactured Home	dwelling	<del>\$3,845</del> <u>\$4,229</u>
Multifamily, including Apartment (1 to 2 levels), Duplex, Triplex, Fourplex, Cottage Housing and Courtyard Apartment	dwelling	<del>\$2,175</del> <u>\$2,392</u>
Apartment (3 to 10 levels) includes Studio	dwelling	<del>\$1,708</del> <u>\$1,880</u>
Senior Housing, Accessory Dwelling Unit and Single-Room Occupancy Unit	dwelling	<del>\$1,088</del> <u>\$1,196</u>
Mobile Home	dwelling	<del>\$1,786</del> <u>\$1,965</u>
<i>Commercial – Services</i>		
Bank	sq ft / GFA	<del>\$44.50</del> <u>\$48.95</u>
Day Care	sq ft / GFA	<del>\$30.78</del> <u>\$33.85</u>
Hotel/Motel	room	<del>\$3,457</del> <u>\$3,802</u>
Service Station <sup>1</sup>	fueling position	<del>\$20,609</del> <u>\$22,670</u>
Quick Lubrication Vehicle Shop	servicing positions	<del>\$11,366</del> <u>\$12,503</u>
Automobile Care Center	sq ft / GLA	<del>\$7.81</del> <u>\$8.59</u>
Movie Theater	screen	<del>\$39,386</del> <u>\$43,324</u>
Health Club	sq ft / GFA	<del>\$8.66</del> <u>\$9.53</u>
Marina	berth	<del>\$637</del> <u>\$702</u>

<b>Land Uses</b>	<b>Unit of Measure</b>	<b>Rate</b>
<i>Institutional</i>		
Elementary /Jr. High/ High School	student	<del>\$378</del> <u>\$416</u>
University/College	student	<del>\$323</del> <u>\$356</u>
Church	sq ft / GFA	<del>\$1.65</del> <u>\$1.82</u>
Hospital	sq ft / GFA	<del>\$2.61</del> <u>\$2.88</u>
Assisted Living, Nursing Home, Group Home	sq ft / GFA	<del>\$2.00</del> <u>\$2.19</u>
<i>Industrial</i>		
Light Industry/Manufacturing/Industrial Park	sq ft / GFA	<del>\$1.16</del> <u>\$1.27</u>
Warehousing/Storage	sq ft / GFA	<del>\$0.55</del> <u>\$0.60</u>
Mini Warehouse	sq ft / GFA	<del>\$0.49</del> <u>\$0.54</u>
<i>Restaurant</i>		
Restaurant	sq ft / GFA	<del>\$14.63</del> <u>\$16.09</u>
Fast Food Restaurant	sq ft / GFA	<del>\$54.69</del> <u>\$60.16</u>
Coffee/Donut Shop with Drive-Through Window	sq ft / GFA	<del>\$72.62</del> <u>\$79.88</u>
Coffee/Donut Shop with Drive-Through Window and No Indoor Seating	sq ft / GFA	<del>\$30.69</del> <u>\$33.76</u>
<i>Commercial – Retail</i>		
Retail Shopping Center:		
up to 49,999	sq ft / GLA	<del>\$10.89</del> <u>\$11.98</u>
50,000-99,999	sq ft / GLA	<del>\$10.78</del> <u>\$11.86</u>
100,000-199,999	sq ft / GLA	<del>\$9.83</del> <u>\$10.81</u>
200,000-299,999	sq ft / GLA	<del>\$9.31</del> <u>\$10.25</u>
300,000-399,999	sq ft / GLA	<del>\$9.20</del> <u>\$10.11</u>

Land Uses	Unit of Measure	Rate
over 400,000	sq ft / GLA	<del>\$9.51</del> <u>\$10.47</u>
Supermarket > 5,000 SF	sq ft / GFA	<del>\$19.80</del> <u>\$21.78</u>
Convenience Market < 5,000 SF	sq ft / GFA	<del>\$80.57</del> <u>\$88.62</u>
Furniture Store	sq ft / GFA	<del>\$0.82</del> <u>\$0.90</u>
Car Sales – New/Used	sq ft / GFA	<del>\$10.05</del> <u>\$11.05</u>
Nursery/Garden Center	sq ft / GFA	<del>\$16.26</del> <u>\$17.89</u>
Pharmacy/Drugstore	sq ft / GFA	<del>\$14.79</del> <u>\$16.27</u>
Hardware/Building Materials Store < 25,000 SF	sq ft / GFA	<del>\$4.14</del> <u>\$4.55</u>
Discount Merchandise Store (Free Standing)	sq ft / GFA	<del>\$9.86</del> <u>\$10.84</u>
Home Improvement Superstore > 25,000 SF	sq ft / GFA	<del>\$4.53</del> <u>\$4.98</u>
Miscellaneous Retail	sq ft / GLA	<del>\$8.42</del> <u>\$9.26</u>
<i>Commercial – Office</i>		
Administrative Office:		
0-99,999	sq ft / GFA	<del>\$3.35</del> <u>\$3.68</u>
100,000-199,999	sq ft / GFA	<del>\$3.28</del> <u>\$3.61</u>
200,000-299,999	sq ft / GFA	<del>\$3.20</del> <u>\$3.52</u>
over 300,000	sq ft / GFA	<del>\$3.17</del> <u>\$3.49</u>
Medical Office/Clinic	sq ft / GFA	<del>\$8.48</del> <u>\$9.33</u>
<i>Downtown<sup>2</sup> and High Density Corridor<sup>3</sup> Fees</i>		
Multifamily (including Apartment, Duplex, Triplex, Fourplex, Cottage Housing, and Courtyard Apartment), Townhouse, and Studio	dwelling	<del>\$1,244</del> <u>\$1,368</u>
Senior Housing, Accessory Dwelling Unit, and Single Room Occupancy Unit	dwelling	<del>\$660</del> <u>\$726</u>

Land Uses	Unit of Measure	Rate
Assisted Living, Nursing Home, Group Home	sq ft / GFA	\$1.55 <u>\$1.71</u>
Hotel/Motel	room	\$1,825 <u>\$2,008</u>
Movie Theater	screen	\$30,721 <u>\$33,793</u>
Marina	berth	\$498 <u>\$547</u>
Downtown Services/Retail <sup>4</sup>	sq ft / GLA	\$6.83 <u>\$7.50</u>
Administrative Office:		
0-99,999	sq ft / GFA	\$2.61 <u>\$2.87</u>
100,000-199,999	sq ft / GFA	\$2.56 <u>\$2.82</u>
200,000-299,999	sq ft / GFA	\$2.50 <u>\$2.74</u>
over 300,000	sq ft / GFA	\$2.47 <u>\$2.72</u>
Medical Office/Clinic	sq ft / GFA	\$6.62 <u>\$7.28</u>

Notes: For uses with Unit of Measure in "sq ft/-GFA" or "sq ft/GLA," impact fee is dollars per square foot.

- 1) "Service Station can include Mini Mart (less than or equal to 2,500 square feet) ~~and/or~~ Car Wash ~~(or both)~~. Mini-Mart greater than 2,500 square feet is calculated separately.
- 2) Downtown: As defined in Olympia Municipal Code 15.04.020-~~(O)~~.
- 3) High Density Corridor (HDC): ~~will only~~ includes HDC-1, HDC-2, HDC-3 land use zoning areas and ~~shall have~~ has the same meaning as set forth in Olympia Municipal Code Subsections 18.06.020-~~(B)~~, ~~(10)~~, ~~(11)~~, and ~~(12)~~.
- 4) Downtown Services/Retail includes Retail Stores, Restaurants, Supermarkets, Convenience Markets, Video Rentals, Banks, Health Clubs, Day Cares, and Libraries.

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

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

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

**Section 8. Effective Date.** This Ordinance takes effect January 1, 2023, after passage by the Olympia City Council and publication, as provided by law.

---

MAYOR

**ATTEST:**

---

CITY CLERK

**APPROVED AS TO FORM:**

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

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

### Approval of an Ordinance Relating to Utility Fees and Charges and Amending Section 4.24.010 of the Olympia Municipal Code

**Agenda Date:** 12/13/2022  
**Agenda Item Number:** 4.M  
**File Number:** 22-1157

---

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

---

#### **Title**

Approval of an Ordinance Relating to Utility Fees and Charges and Amending Section 4.24.010 of the Olympia Municipal Code

#### **Recommended Action**

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

The proposed rates and charges reflect recommendations from the Finance Committee and the Utility Advisory Committee.

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

Move to approve the ordinance adopting the 2023 utility rates and general facilities charges on second reading.

#### **Report**

##### **Issue:**

Whether to approve an ordinance adopting the 2023 utility rates and general facility charges. Also included in the ordinance are increases to LOTT Clean Water Alliance rates and capacity development charges.

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

Gary Franks, Waste ReSources Director, Public Works Department, 360.753.8780  
Eric Christensen, Water Resources Director, Public Works Department, 360.570.3741

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

None - Consent Calendar Item.

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

Background and Analysis has changed from first to second reading.

There are two changes located on the bottom half of page 4 in OMC 4.24.010(B)(2)(c) and (d), changing \$25.79 per ERU to \$25.78 per ERU. Updated Ordinance that reflects that change has been attached.



### Utility Rates

City of Olympia provides vital utility services to our community. For 2023, staff is proposing revenue increases (rounded) as follows:

- Drinking Water 6.60%
- Storm and Surface Water 9.88%
- Wastewater 9.82%
- Waste ReSources 4.00%
- LOTT 3.0%
- Combined 5.89% or \$16.53 bi-monthly/single family account

Key financial drivers for the proposed 2023 rate increase include:

- A 5% to 5.5% cost of living adjustment.
- Fixed interfund transfers (administration, utility billing, financial services, rent, insurance, computer services, etc.).
- Inflationary increases (9%) in capital funding for the Wastewater, and Storm and Surface Water utilities.
- Use of cash reserves to buy down Waste ReSources rates.

### General Facilities Charges

Consistent with rate consultant financial analyses, staff is proposing increases in general facility charges (GFCs) for Drinking Water (5.6%), Wastewater (6.6%) and Storm and Surface Water (13.6%) in 2023. GFCs are a one-time charge collected from new development. The charges reflect the financial value of the existing utility infrastructure and the benefits the system provides to new development.

### LOTT Clean Water Alliance Rate

Lacey, Olympia, Tumwater, Thurston County (LOTT) Clean Water Alliance Board of Directors approved increases for both monthly wastewater treatment rates and their capacity development charge (CDC). The CDC is similar to the City's GFC. The City collects monthly rates and CDCs for LOTT through the utility billing and development permitting processes. The LOTT Clean Water Alliance capacity development charge (CDC) is proposed to increase 3.5% (\$231) to \$6,841.49.

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

City utilities provide important public health services for Olympia residents. Utility rates are set to ensure reliable, uninterrupted levels of service. City Council held a public hearing regarding utility rates on October 18, 2022.

### **Options:**

1. Move to approve the ordinance adopting the 2023 utility rates and general facilities charges on second reading. Implications: Supports essential City public and environmental health services; Increases rates for customers and charges for new development.
2. Modify the proposed 2023 revenue increases and general facility charges. Implications: Avoids or lessens additional customer costs; Risk failures in fulfilling City public and environmental health responsibilities.
3. Decline the proposed 2023 revenue increases and general facility charges. Implications: Avoids or lessens additional customer costs; Risk failures in fulfilling City public and environmental health responsibilities.

**Financial Impact:**

The proposed rates and GFCs will generate revenue to implement Council-adopted utility master plans and ensure financially responsible management of City utilities.

**Attachment:**

Ordinance

**Ordinance No. \_\_\_\_\_**

**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**

**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 Clean Water 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;

**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	\$40.00	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. Fire hydrant meter	\$ 1,500 deposit plus \$50.00 per month plus consumption charge	OMC 13.04.410

5. Water for residential building construction purposes	Ready to serve plus consumption charge in Subsection 8a	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 -inch	1.00	<del>\$4,433</del> \$4,683
1 -inch Residential Fire Sprinkler	1.00	<del>\$4,433</del> \$4,683
1 -inch	1.67	<del>\$7,483</del> \$7,821
1 1/2 -inch	3.33	<del>\$14,920</del> \$20,277
2 -inch	5.33	<del>\$23,881</del> \$29,643
3 -inch	10.67	<del>\$46,670</del> \$51,841
4 -inch	16.33	<del>\$73,168</del> \$81,156
6 -inch	33.33	<del>\$149,338</del> \$160,767
8 -inch	53.33	<del>\$238,951</del> \$254,427
10 -inch	76.67	<del>\$347,419</del> \$363,729
12 -inch	100.00	<del>\$448,064</del> \$472,983

This charge is 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 customers. Customers with meter sizes not listed in the schedule will be charged at the rate applicable to the next larger meter size listed.

Meter Size	<u>Ready to Serve Charge</u>	<del>Ready to Serve Charge</del>	OMC 13.04.380
3/4 -inch	<del>\$14.08</del> \$15.01	+ consumption charge	
1-inch Residential Fire Sprinkler	<del>\$14.08</del> \$15.01	+ consumption charge	
1-inch	<del>\$18.74</del> \$19.98	+ consumption charge	
1 1/2 -inch	<del>\$30.39</del> \$32.40	+ consumption charge	
2-inch	<del>\$44.33</del> \$47.26	+ consumption charge	
3-inch	<del>\$81.60</del> \$86.99	+ consumption charge	
4-inch	<del>\$123.51</del> \$131.66	+ consumption charge	
6-inch	<del>\$239.92</del> \$255.75	+ consumption charge	
8-inch	<del>\$379.63</del> \$404.69	+ consumption charge	

10-inch	<del>\$542.60</del> <u>\$578.41</u>	+ consumption charge
12-inch	<del>\$705.60</del> <u>\$752.17</u>	+ consumption charge

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

**Consumption charge per 100 cubic feet:**

	<b>Block 1</b>	<b>Block 2</b>	<b>Block 3</b>	<b>Block 4</b>
Residential (Single Family and Duplex Residential)	<del>\$2.04</del> <u>\$2.17</u>	<del>\$3.42</del> <u>\$3.65</u>	<del>\$5.46</del> <u>\$5.82</u>	<del>\$7.18</del> <u>\$7.65</u>
Nonresidential (Multi-family and Commercial)	<del>\$2.86</del> <u>\$3.05</u>	<del>\$4.27</del> <u>\$4.55</u>	--	--
Irrigation	<del>\$2.86</del> <u>\$3.05</u>	<del>\$8.43</del> <u>\$8.99</u>	--	--
<b>Blocks Definition:</b>	<b>Block 1</b>	<b>Block 2</b>	<b>Block 3</b>	<b>Block 4</b>
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 are charged as one single family account.

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

b. **Wholesale customers:**

See OMC 13.04.380B.

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

See OMC 13.04.380C.

d. **Fire protection:**

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

e. **Urban Agriculture:**

Irrigation accounts predominately (greater than 50% by land cover) serving Urban Agriculture purposes (See OMC 18.02.180) and producing food or agricultural products for commercial sales or donation to food banks shall be discounted 50 percent.

**B. WASTEWATER (SEWER)**

1) LOTT Charges

LOTT wastewater monthly service charge	<del>\$43.49</del> <u>\$44.80</u> per ERU	OMC 13.08.190
--	---	---------------

Nonresidential accounts are billed one (1) ERU minimum per month. ERU charges in excess of one (1) ERU are billed at the rate of ~~\$4.83~~\$4.98 per 100 cf or any part thereof for LOTT wastewater service charges.

LOTT capacity development charge	<del>\$6,610.13</del> <u>\$6,841.49</u> per ERU	OMC 13.08.210
----------------------------------	---	---------------

2) City of Olympia Monthly Sewer Charges

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

0 – 250 cf	<del>\$14.53</del> <u>\$15.96</u> per month	
251 – 350 cf	<del>\$14.53</del> <u>\$15.96</u> per month plus <del>\$0.0895</del> <u>\$0.0982</u> per cf	OMC 13.08.190
351 cf and above	<del>\$23.48</del> <u>\$25.78</u> per month	

b. Residential accounts with residential duplexes with a single water meter servicing both units are billed based on water consumption as follows:

0 – 500 cf	<del>\$29.06</del> <u>\$31.92</u> per month	
501 – 700 cf	<del>\$29.06</del> <u>\$31.92</u> per month plus <del>\$0.0895</del> <u>\$0.0982</u> per cf	OMC 13.08.190
701 cf and above	<del>\$46.96</del> <u>\$51.56</u> per month	

c. Residential accounts not included in A) or B) above	<del>\$23.48</del> <u>\$25.78</u> per ERU	OMC 13.08.190
--	---	---------------

d. Nonresidential accounts are billed one (1) ERU minimum per month. ERU charges in excess of one (1) ERU are billed at the rate of <del>\$0.0335</del> <u>\$0.0368</u> per 1 cf. for local collection system.	<del>\$23.48</del> <u>\$25.78</u> per ERU	OMC 13.08.190
--	---	---------------

3) City of Olympia General Facility Charge

Wastewater (Sewer) general facility charge	<del>\$3,754.00</del> <u>\$4,003</u> 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	<del>\$1,617.43</del> <u>\$1,724.18</u> 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)	<del>\$11.46</del> <u>\$11.92</u>
One thirty-five gallon cart	
Recycle rate	<del>\$19.80</del> <u>\$20.59</u>
Nonrecycle rate	<del>\$24.83</del> <u>\$25.82</u>
One sixty-five gallon cart	
Recycle rate	<del>\$27.03</del> <u>\$28.11</u>
Nonrecycle rate	<del>\$33.88</del> <u>\$35.24</u>
Two sixty-five gallon carts	
Recycle rate	<del>\$51.72</del> <u>\$53.79</u>
Nonrecycle rate	<del>\$64.77</del> <u>\$67.36</u>
Three sixty-five gallon carts	<del>\$97.21</del> <u>\$101.10</u>
One ninety-five gallon cart	
Recycle rate	<del>\$46.83</del> <u>\$48.70</u>
Nonrecycle rate	<del>\$58.68</del> <u>\$61.03</u>
More than three sixty-five gallon carts	<del>\$97.21</del> <u>\$101.10</u> + <del>\$33.88</del> <u>\$35.24</u> for each sixty-five gallon cart over three carts

2. **Residential garbage rates, monthly, weekly collection:**

One thirty-five gallon cart	
Recycle rate	<del>\$43.63</del> <u>\$45.38</u>
Nonrecycle rate	<del>\$54.60</del> <u>\$56.78</u>
One sixty-five gallon cart	
Recycle rate	<del>\$87.26</del> <u>\$90.75</u>
Nonrecycle rate	<del>\$109.17</del> <u>\$113.54</u>
One ninety-five gallon cart	<del>\$141.85</del> <u>\$147.52</u>

3. **Extended pickup:**

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

Rate	Distance
\$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 \$10.70

**5. Commercial garbage rates, monthly, weekly collection:**

One ten gallon can (minimum commercial garbage service)	<del>\$7.41</del> <u>\$7.71</u>
One thirty-two gallon can or cart	<del>\$21.88</del> <u>\$22.76</u>
Two thirty-two gallon cans or equivalent cart service	<del>\$33.36</del> <u>\$34.69</u>
Three thirty-two gallon cans or equivalent cart service	<del>\$62.74</del> <u>\$65.25</u>
Four thirty-two gallon cans or equivalent cart service	<del>\$82.67</del> <u>\$85.98</u>
More than four thirty-two gallon cans or equivalent cart service	<del>\$82.67</del> <u>\$85.98</u> + <del>\$21.88</del> <u>\$22.76</u> for each additional thirty-two gallons of service

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

One pickup weekly	<del>\$62.74</del> <u>\$65.25</u>
Two pickups weekly	<del>\$120.25</del> <u>\$125.06</u>
Three pickups weekly	<del>\$175.36</del> <u>\$182.37</u>
Four pickups weekly	<del>\$231.48</del> <u>\$240.74</u>
Five pickups weekly	<del>\$286.90</del> <u>\$298.38</u>



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

One pickup weekly	<del>\$123.36</del> <u>\$128.29</u>
Two pickups weekly	<del>\$242.56</del> <u>\$252.26</u>
Three pickups weekly	<del>\$357.68</del> <u>\$371.99</u>
Four pickups weekly	<del>\$472.58</del> <u>\$491.48</u>
Five pickups weekly	<del>\$587.32</del> <u>\$610.81</u>
Six pickups weekly	<del>\$702.17</del> <u>\$730.26</u>

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

One pickup weekly	<del>\$163.08</del> <u>\$169.60</u>
Two pickups weekly	<del>\$310.84</del> <u>\$323.27</u>
Three pickups weekly	<del>\$457.38</del> <u>\$475.68</u>
Four pickups weekly	<del>\$603.60</del> <u>\$627.74</u>
Five pickups weekly	<del>\$749.76</del> <u>\$779.75</u>
Six pickups weekly	<del>\$896.43</del> <u>\$932.29</u>

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

One pickup weekly	<del>\$202.63</del> <u>\$210.74</u>
Two pickups weekly	<del>\$386.62</del> <u>\$402.08</u>
Three pickups weekly	<del>\$570.70</del> <u>\$593.53</u>
Four pickups weekly	<del>\$754.75</del> <u>\$784.94</u>
Five pickups weekly	<del>\$938.87</del> <u>\$976.42</u>
Six pickups weekly	<del>\$1,119.96</del> <u>\$1,164.76</u>

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

One pickup weekly	<del>\$286.66</del> <u>\$298.13</u>
Two pickups weekly	<del>\$561.03</del> <u>\$583.47</u>
Three pickups weekly	<del>\$833.04</del> <u>\$866.36</u>
Four pickups weekly	<del>\$1,113.13</del> <u>\$1,157.66</u>
Five pickups weekly	<del>\$1,377.46</del> <u>\$1,432.56</u>
Six pickups weekly	<del>\$1,637.40</del> <u>\$1,702.90</u>

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

One pickup weekly	<del>\$360.45</del> <u>\$374.87</u>
Two pickups weekly	<del>\$713.23</del> <u>\$741.76</u>

Three pickups weekly	<del>\$1,059.00</del> <u>\$1,101.36</u>
Four pickups weekly	<del>\$1,397.48</del> <u>\$1,453.38</u>
Five pickups weekly	<del>\$1,728.78</del> <u>\$1,797.93</u>
Six pickups weekly	<del>\$2,054.47</del> <u>\$2,136.65</u>

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

One pickup weekly	<del>\$523.38</del> <u>\$544.32</u>
Two pickups weekly	<del>\$1,022.08</del> <u>\$1,062.96</u>
Three pickups weekly	<del>\$1,517.35</del> <u>\$1,578.04</u>
Four pickups weekly	<del>\$2,012.27</del> <u>\$2,092.76</u>
Five pickups weekly	<del>\$2,507.36</del> <u>\$2,607.65</u>
Six pickups weekly	<del>\$2,883.48</del> <u>\$2,998.82</u>

13. **Prepaid extra tag for unscheduled collection of a bag on regular garbage collection day; ~~\$5.63~~\$5.86/each.**

14. **Extra unscheduled can, bag or box on regular garbage collection day to which a City approved prepaid tag is not attached: ~~\$9.19~~\$9.56/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, are 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	<del>\$77.41</del> <u>\$80.51</u>	
Daily rental	<del>\$2.67</del> <u>\$2.78</u>	
Hauling fee	<del>\$235.75</del> <u>\$245.18</u>	
Dumping charge		Current disposal fee, surcharge and- 16.1% service fee on disposal fee

Twenty cubic yards:

Delivery fee	<del>\$77.41</del> <u>\$80.51</u>	
Daily rental	<del>\$3.42</del> <u>\$3.56</u>	
Hauling fee	<del>\$235.75</del> <u>\$245.18</u>	
Dumping charge		Current disposal fee, surcharge and- 16.1% service fee on disposal fee

Thirty cubic yards:

Delivery fee	<del>\$77.41</del> <u>\$80.51</u>
--------------	-----------------------------------

Daily rental	<del>\$4.76</del> <u>\$4.95</u>	
Hauling fee	<del>\$235.75</del> <u>\$245.18</u>	
Dumping charge		Current disposal fee, surcharge and- 16.1% service fee on disposal fee

Forty cubic yards:

Delivery fee	<del>\$77.41</del> <u>\$80.51</u>	
Daily rental	<del>\$4.76</del> <u>\$4.95</u>	
Hauling fee	<del>\$235.75</del> <u>\$245.18</u>	
Dumping charge		Current disposal fee, surcharge and- 16.1% 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	*
	<del>\$235.75</del> <u>\$245.18</u>
15	*
	<del>\$235.75</del> <u>\$245.18</u>
20	*
	<del>\$235.75</del> <u>\$245.18</u>
25	*
	<del>\$235.75</del> <u>\$245.18</u>
30	*
	<del>\$235.75</del> <u>\$245.18</u>
35	*
	<del>\$235.75</del> <u>\$245.18</u>
40	*
	<del>\$235.75</del> <u>\$245.18</u>
42	*
	<del>\$235.75</del> <u>\$245.18</u>
* plus disposal fee plus -16.1% service charge on disposal fee	
Standby or dig out	\$90.00 per hour

No delivery fees or rental fees will be charged for City-owned drop boxes used to haul source-separated yard waste for composting or construction and demolition debris for recycling. If material is contaminated, the customer will be charged current disposal fees and 16.1% 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	<del>\$56.73</del> <u>\$59.00</u>
Daily rental fee	<del>\$2.23</del> <u>\$2.32</u>
Fee per dump	<del>\$46.68</del> <u>\$48.55</u>
One and 1/2 cubic yard:	
Delivery fee	<del>\$56.73</del> <u>\$59.00</u>
Daily rental fee	<del>\$2.23</del> <u>\$2.32</u>
Fee per dump	<del>\$49.45</del> <u>\$51.43</u>
Two yard:	
Delivery fee	<del>\$56.73</del> <u>\$59.00</u>
Daily rental fee	<del>\$2.23</del> <u>\$2.32</u>
Fee per dump	<del>52.98</del> <u>\$55.10</u>
Three yard:	
Delivery fee	<del>\$56.73</del> <u>\$59.00</u>
Daily rental fee	<del>\$2.23</del> <u>\$2.32</u>
Fee per dump	<del>\$69.68</del> <u>\$72.47</u>
Four yard:	
Delivery fee	<del>\$56.73</del> <u>\$59.00</u>
Daily rental fee	<del>\$2.23</del> <u>\$2.32</u>
Fee per dump	<del>\$96.55</del> <u>\$100.41</u>
Six yard:	
Delivery fee	<del>\$56.73</del> <u>\$59.00</u>
Daily rental fee	<del>\$2.23</del> <u>\$2.32</u>
Fee per dump	<del>\$131.90</del> <u>\$137.18</u>

**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	\$21.39
One and 1/2 cubic yard:	
Fee per dump	\$32.09
Two yard:	
Fee per dump	\$42.79
Three yard:	
Fee per dump	\$64.19

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 stormwater GFC is assessed at the rate of: ~~\$9.09~~\$11.08 quality GFC is assessed at a rate of ~~\$9.09~~\$11.08 per average daily vehicle trip based on the Institute of Traffic Engineers' Trip Generation Manual.  
~~\$1,439.90~~\$1,619/Impervious Unit (2,882 sq. ft.) and a water

##### 1. Storm drainage service charges:

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

Single-family parcels with or without accessory dwelling units ~~\$15.58~~\$17.12/utility account  
 (Regardless of date approved)

Duplex parcels (Regardless of date approved) ~~\$15.58~~\$17.12/unit  
 (~~\$31.16~~\$34.24 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:

For parcels that fully utilize Low Impact Development (Category I) ~~\$7.79~~\$8.56 per billing unit ~~or~~  
 For parcels with any stormwater management (flow control or treatment) or those that are exempt from flow control requirements (Category II) ~~\$11.69~~\$12.84 per billing unit ~~or~~  
 For parcels with no stormwater management (flow control or treatment) -(Category III) ~~\$15.58~~\$17.12 per billing unit

c. Undeveloped parcels. No charge.

#### E. RECLAIMED WATER

1. Occupant turning on water after delinquent shutoff penalty \$40.00 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. Customers with meter sizes not listed in the schedule will be charged at the rate applicable to the next larger meter size listed.
- b. Consumption charges
  - (1) Indoor use of reclaimed water: 70% of the consumption charges in 4.24.010.A.8.
  - (2) Outdoor use of reclaimed water: 70% of the consumption charges in 4.24.010.A.8 for Irrigation.

**Section 2. 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 after passage and publication, as provided by law, on January 1, 2023.

\_\_\_\_\_  
MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**

Mark Barber  
CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

### Approval of an Ordinance Adopting the 2023 Operating, Special Funds, Capital Budget, and Capital Facilities Plan: 2023-2028 Financial Plan

**Agenda Date:** 12/13/2022  
**Agenda Item Number:** 4.N  
**File Number:** 22-1145

---

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

---

#### **Title**

Approval of an Ordinance Adopting the 2023 Operating, Special Funds, Capital Budget, and Capital Facilities Plan: 2023-2028 Financial Plan

#### **Recommended Action**

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

Move to accept the Finance Committee's recommendation to adopt the 2023 Operating, Special Funds, Capital Budget and Capital Facilities Plan: 2023-2028 Financial Plan.

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

Move to approve the Ordinance adopting the 2023 Operating, Special Funds, Capital budgets and the Capital Facilities Plan: 2023-2028 Financial Plan on second reading.

#### **Report**

##### **Issue:**

Whether to approve the ordinance adopting the 2023 Operating, Special Funds and Capital Budget and the Capital Facilities Plan: 2023-2028 Financial Plan on second reading.

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

Aaron BeMiller, Finance Director, 360.753.8465  
Joan Lutz, Budget/Financial Analyst, 360.753.8760

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

Aaron BeMiller, Finance Director, 360.753.8465

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

Background and Analysis did not change from first to second reading.

State law requires the City Manager to present a balanced Preliminary Operating Budget and Capital budget to Council each year. By State law the budget must be adopted no later than December 31. The City Council's Finance Committee met throughout the year to review, discuss and provide direction to the City Manager on the 2023 Preliminary Operating budget, Capital budget and the Capital Facilities Plan (CFP) and the 2023 - 2028 Financial Plan.

The 2023 Preliminary Operating, Special Funds and Capital budgets include resources to provide services such as police and fire protection, developing and maintaining parks, open space and recreational centers as well as building and maintaining City streets and utility infrastructure.

### **Operating Budget**

The Preliminary Operating Budget was presented to Council at Study Session on October 4. A public hearing on Ad Valorem was held on November 1 and a public hearing on the Operating Budget on October 18 and November 15. Finance Committee met on November 16 to prepare a final recommendation which was presented to the full Council on November 22. Since the Preliminary Operating Budget was presented on October 4, adjustments in revenues and expenditures were made. Major changes to the Operating Budget were discussed with Council on November 22 and are included in the Ordinance.

### **Capital Budget and Capital Facilities Plan: 2023-2028 Financial Plan**

The Capital Facility Plan (CFP) is a chapter in the City's 20-year Comprehensive Plan adopted by the Council in 2014. The CFP portion of the Plan is updated annually. The first year of the six-year financial plan serves as the City's annual Capital Budget.

City Council received a briefing on utility rates, general facility charges and impact fees, including the Olympia School District's impact fees on November 22. Major changes to the Preliminary Capital Budget and 2023-2028 Financial Plan were discussed with Council on November 22 and are included in the Ordinance.

### **Special Funds**

The budget also includes Special Funds, such as Home Fund, Lodging Tax, Parking & Business Improvement Area, Farmers Market Repair and Replacement and Hands on Children's Museum. Since the Preliminary budget was presented on October 4, changes in revenue and expenditures were adjusted and are included in the Ordinance.

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

City Council held public hearings on October 18 to hear testimony on the Capital Facilities Plan and 2023-2028 Financial Plan. Council also held public hearings on October 18 and November 15 to hear testimony on the Preliminary Operating Budget.

### **Options:**

1. Move to approve the Ordinance adopting the 2023 Operating, Special Funds and Capital budget and the Capital Facilities Plan: 2023-2028 Financial Plan on second reading.
2. Direct staff to make changes to the Ordinance and/or the Capital Facilities Plan: 2023-2028 Financial Plan and move approve with amendments on second reading.

### **Financial Impact:**

Total 2023 Appropriations:

- |                     |                |
|---------------------|----------------|
| • Operating Funds - | \$ 188,995,811 |
| • Special Funds -   | \$ 20,052,740  |
| • Capital Funds -   | \$ 64,830,474  |
| • Total             | \$ 273,879,025 |



**Attachments:**

Ordinance

Ordinance No. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, ADOPTING THE CITY OF OLYMPIA'S 2023 OPERATING, SPECIAL, AND CAPITAL BUDGETS AND 2023-2028 CAPITAL FACILITIES PLAN; SETTING FORTH THE ESTIMATED REVENUES AND APPROPRIATIONS**

**WHEREAS**, the tax estimates and budget for the City of Olympia, Washington, for the 2023 calendar year have been prepared and filed as provided by the laws of the State of Washington; and

**WHEREAS**, the Olympia City Manager submitted to the City Council a recommended "Capital Facilities Plan", herein referred to as "CFP", for the fiscal years 2023 through 2028; and

**WHEREAS**, the preliminary budget was printed for distribution and notice published in the official paper of the City of Olympia, setting the time place for hearing on the budget and stating that all taxpayers requesting a copy from the City Clerk would be furnished a copy of the preliminary budget to review; and

**WHEREAS**, the CFP projects the proposed locations and capacities of expanded or new capital facilities needed to serve growth projected in the City's comprehensive plan, along with a six-year plan that will finance such capital facilities and the anticipated capital expenditures required to construct them for said period; and

**WHEREAS**, the Olympia City Council held public hearings on the preliminary budget on October 18, 2022 and November 15, 2022, as required by law, and has considered the public testimony presented; and

**WHEREAS**, the Olympia School District's Capital Facilities Plan and the North Thurston School District's Capital Facilities Plan are being incorporated as a component of the City's CFP to allow for the collection of school impact fees; and

**WHEREAS**, the CFP element of the Comprehensive Plan Goals and Policies is included in the CFP; and

**WHEREAS**, the City Council has held public hearings and reviewed the recommended CFP along with the CFP Goals and Policies and has made revisions thereto; and

**WHEREAS**, the revisions made by the City Council have been incorporated into the recommended CFP; and

**WHEREAS**, the CFP meets the requirements of the Washington State Growth Management Act, including RCW 36.70A070(3);

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

**Section 1.** The 2023 Estimated Revenues and Appropriations for each Fund are as follows:

### Operating Budget

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
General, Regular Operations	\$2,195,889	\$94,885,855	\$97,081,744	\$0
General, Special Sub-Funds				
Special Accounts	153,893	\$1,314,891	1,468,784	0
Development Fee Revenue	-	\$8,180,437	8,180,437	0
Parking	-	\$1,816,540	1,759,413	57,127
Post Employment Benefits	-	\$1,020,000	1,020,000	0
Washington Center Endowment	0	\$5,000	5,000	0
Washington Center Operating	0	\$496,000	378,606	117,394
Municipal Arts	100,940	\$60,660	161,600	0
<b>Total General Fund</b>	<b>\$2,450,722</b>	<b>\$107,779,383</b>	<b>\$110,055,584</b>	<b>\$174,521</b>
Non-Voted General Obligation Debt	0	4,463,551	4,457,299	\$6,252
Voted General Obligation Debt	0	1,055,984	1,055,984	0
Water Utility O&M	1,072,050	15,267,207	16,339,257	0
Sewer Utility O&M	87,653	24,579,350	24,667,003	0
Solid Waste Utility	688,344	14,686,194	15,374,538	0
Stormwater Utility	254,810	7,084,095	7,338,905	0
Water Rev Bond Redemption	0	3,222,806	3,222,806	0
Sewer Bond Redemption	0	525,470	525,470	0
Storm/Surface Water Debt	0	123,649	123,649	0
Equipment Rental	0	3,320,017	3,024,982	295,035
Facilities Internal Service	0	2,810,334	2,810,334	0
<b>Subtotal Other Operating Funds</b>	<b>\$2,102,857</b>	<b>\$77,138,657</b>	<b>\$78,940,227</b>	<b>\$301,287</b>
<b>Total Operating Budget</b>	<b>\$4,553,579</b>	<b>\$184,918,040</b>	<b>\$188,995,811</b>	<b>\$475,808</b>

### Special Funds Budget

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
HUD Fund	\$0	\$695,684	\$460,197	\$235,487
Lodging Tax Fund	0	1,040,000	496,653	543,347
Parking Business Improvement Area	52365	97,700	150,065	0
Farmers Market Repair and	0	0	0	0
Hands On Children's Museum	223,808	720,000	943,808	0
Home Fund Operating Fund	0	4,125,991	4,009,070	116,921
Cultural Access Tax Fund	52,325	2,945,000	2,997,325	0
Fire Equipment Replacement Fund	0	200,000	148,469	51,531
Equipment Rental Replacement	2,583,976	2,695,957	5,279,933	0
Unemployment Compensation Fund	0	112,500	85,054	27,446
Insurance Trust Fund	36,360	3,776,311	3,812,671	0
Workers Compensation Fund	221,620	1,447,875	1,669,495	0
<b>Total Special Funds Budget</b>	<b>\$3,170,454</b>	<b>\$17,857,018</b>	<b>\$20,052,740</b>	<b>\$974,732</b>

**Capital Budget**

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
Impact Fee	\$4,844,197	\$0	\$4,844,197	\$0
SEPA Mitigation Fee Fund	112,680	0	112,680	0
Parks & Recreational Sidewalk, Utility	0	2,886,667	1,578,581	1,308,086
Real Estate Excise Tax Fund	3,698,002	3,104,507	6,802,509	0
Capital Improvement Fund	347,208	50,000	397,208	0
Olympia Home Fund Capital Fund	3,281,139	7,315,000	10,596,139	0
Transportation Capital Improvement	0	17,342,296	17,336,768	5,528
Facilities Capital Improvement Fund	336,286	1,611,185	1,947,471	0
Parks Capital Improvement Fund	0	8,793,648	8,590,000	203,648
Water CIP Fund	3,294,400	4,317,536	7,611,936	0
Sewer CIP Fund	0	908,284	908,284	0
Waste ReSources CIP Fund	1,497,000	613,000	2,110,000	0
Storm Water CIP Fund	470345	1,524,356	1,994,701	0
<b>Total Capital Budget</b>	<b>\$17,881,257</b>	<b>\$48,466,479</b>	<b>\$64,830,474</b>	<b>\$1,517,262</b>
<b>Total City Budget</b>	<b>\$25,605,290</b>	<b>\$251,241,537</b>	<b>\$273,879,025</b>	<b>\$2,967,802</b>

**Section 2. BLS/CARES.** The Olympia City Council resolves to implement the Basic Life Support and Crisis and Referral Entry Service (BLS/CARES) program within the Olympia Fire Department as soon as reasonably practicable. The Council recognizes that necessary expenditure authority for new Full-Time Equivalent positions (FTEs) and operating and other capital needs, as demonstrated in the attached Exhibit A, are not included in the 2023 Operating Budget as approved by Council. The Council hereby further resolves that the City Manager, Fire Chief, City Attorney, and City Finance Director are to take the appropriate steps to move forward with implementation of the BLS/CARES program in advance of formal funding for the program by the City Council. City staff are directed to bring an updated Exhibit A with the most recent available information including a funding mechanism, to include expenses and new positions hired for BLS/CARES program implementation incurred to date, as part of the first quarter budget adjustment Ordinance for Council's consideration and approval of necessary 2023 program expenses.

**Section 3. Administration.** The City Manager shall administer the budgets and in doing so may authorize adjustments within the funds set forth in Section 1 above, to the extent that such adjustments are consistent with the budget approved in Section 1 above.

**Section 4. Salaries and Compensation.** The salaries and compensation for the City of Olympia employees for the calendar year 2023 shall be as set forth in the "Supplementary Information" section of the 2023 Adopted Budget document, or as the same may be amended by the City Manager as part of their administration of the budget pursuant to Section 2 above.

**Section 5. Benefit Cost Sharing.** The City Manager is authorized to modify and establish benefit cost sharing for City employees; and such programs may be based, in part, on the employee's start date with the City.

**Section 6. Capital Facilities Plan.** That certain document entitled the “Capital Facilities Plan”, covering the years 2023 through 2028, a copy of which will be on file with the Office of the Finance Director and available on the City’s web site, is hereby adopted as the Capital Facilities Plan for the City of Olympia and is incorporated herein as though fully set forth.

**Section 7. City Manager Authorization.** Upon appropriation by the City Council of funds therefore, the City Manager shall be authorized to prepare plans and specifications to take bids, and to make expenditures for the projects set forth in the CFP during the year for which said projects are scheduled; provided, however, that any award of bids and execution of contracts for construction shall be approved as provided in OMC Chapter 3.16.

**Section 8. Change in Funding Source and Construction Schedule.** It is anticipated that the funding source and the construction schedule for projects identified in the CFP may be changed over the next year. Such changes shall not constitute an amendment to the Comprehensive Plan for purposes of RCW 36.70A.130.

**Section 9. Office of Finance Director Authorization.** The Finance Director is hereby authorized to bring forward into fiscal year 2023 all appropriations and allocations not otherwise closed, completed, or deleted from the prior fiscal years’ Capital and Special Fund budgets.

**Section 10. 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 11. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 12. Effective Date.** Following passage and publication, this Ordinance shall take effect January 1, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

Mark Barber  
CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

**Exhibit A:**

<u>Program</u>	<u>Amount</u>	<u>FTE</u>
<b><u>CARES</u></b>		
Program & Planning Supervisor	\$ 156,800	1.00
Program Specialist	235,840	2.00
Supplies, Uniforms, Equipment	6,000	
Billing service fees, Repair/Maintenance, Registration/Certification fees	27,100	
<b>Subtotal CARES</b>	<b>\$ 425,740</b>	<b>3.00</b>
<b><u>BLS</u></b>		
Program & Planning Supervisor	\$ 156,800	1.00
Program Assistant	110,870	1.00
Firefighter Salary	2,544,400	18.00
Uniforms, PPE, Bunker Gear	203,400	
New hire testing, backgrounds, physicals, medical testing	166,600	
Station Dorm Remodel	80,000	
Academy training	180,000	
M.V. Repair Supplies for the New BLS Transport Program vehicles	40,000	
Fuel for the New BLS Transport Program	30,000	
2 Ambulance Vehicles & Equipment (\$300,000 & \$103,000 each)	806,000	
<b>Subtotal BLS</b>	<b>\$ 4,318,070</b>	<b>20.00</b>
<b>GRAND TOTAL</b>	<b>\$ 4,743,810</b>	<b>23.00</b>
Note: position costs include salary and all benefits		



## City Council

### Approval of an Ordinance Amending Olympia Municipal Code Section 3.04.600 to Add an Internal Service Fund to be Known as the Facilities Fund

**Agenda Date:** 12/13/2022  
**Agenda Item Number:** 4.O  
**File Number:** 22-1176

---

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

---

#### **Title**

Approval of an Ordinance Amending Olympia Municipal Code Section 3.04.600 to Add an Internal Service Fund to be Known as the Facilities Fund

#### **Recommended Action**

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

Not referred to a Committee.

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

Move to approve an Ordinance amending Olympia Municipal Code Section 3.04.600 to add an Internal Service Fund to be known as the Facilities Fund.

#### **Report**

##### **Issue:**

Whether to approve an Ordinance amending Olympia Municipal Code Section 3.04.600 to add an Internal Service Fund to be known as the Facilities Fund.

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

Aaron BeMiller, Finance Director 360.753.8465

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

None - Consent Item

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

The City Manager presented the Proposed 2023 Operating Budget to City Council on Tuesday October 4. The proposed 2023 budget included resources and expenditures for a new Facilities Fund. This fund separates facility functions, including acquisition, maintenance, improvements, and lifecycle renovations of buildings and grounds, from the General Fund.

This accounting change allows for the for the accumulation of resources within the Facilities Fund for City facility needs as any unspent funds will, beginning 2023, remain in the Facilities Fund and can

be reappropriated by Council in future budgets.

Each City department and operating fund will budget for payments into the fund an amount calculated via an allocation process and/or an amount agreed upon for particular service delivery. The City Council approved the first reading of the 2023 Operating Budget on December 6.

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

Community members may have an interest in this topic as it applies to the City administrative and accounting process.

**Options:**

1. Approve the Ordinance creating a Facilities Fund.
2. Do not approve the Ordinance creating the Facilities Fund and have staff make appropriate changes to the operating budget.
3. Reschedule the agenda item to another time and have staff make appropriate changes to the operating budget.

**Financial Impact:**

There is no additional financial impact of this agenda item other than what Council approved in the 2023 Operating Budget.

**Attachments:**

Ordinance



Ordinance No. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING  
OLYMPIA MUNICIPAL CODE SECTION 3.04.600 TO ADD AN INTERNAL SERVICE  
FUND TO BE KNOWN AS THE FACILITIES FUND**

**WHEREAS**, the City Manager's preliminary 2023 operating budget for City Council consideration included resources and expenditures for a new Facilities Internal Service Fund; and

**WHEREAS**, the accounting change to a Facilities Internal Service Fund was discussed with the City Council during their budget deliberations; and

**WHEREAS**, new funds must be established by a majority vote of the City Council; and

**WHEREAS**, the Olympia City Council approved the 2023 Operating Budget signaling their intent to approve the creation of the new Facilities fund;

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

**Section 1. Amendment of OMC 3.04.600.** Olympia Municipal Code Section 3.04.0600 is hereby amended to read as follows:

3.04.600 Internal Service Funds.

There is hereby created the following group of funds to be known as Internal Service Funds:

A. Equipment Rental Fund

1. Created. There is hereby created a fund group to be known as the Equipment Rental and Replacement Funds. These Funds shall be used as deemed necessary by the Finance Director for the purpose of accounting for the Equipment and Rental and Replacement Accounts (Funds) as required by ordinances and/or law. Monies for these Funds shall come from sources authorized by these ordinances and/or law.

2. Uses. The Finance Director is authorized to expend funds from the Equipment Rental and Replacement Funds as deemed necessary by the ordinances and/or law mentioned above.

3. The following are the Equipment Rental and Replacement Funds:

a. Equipment Rental Operating Fund (501)

i. Created. There is hereby created a fund to be known as the Equipment Rental Fund to be used as a revolving fund to be expended for salaries, wages, and operations required for the repair, replacement, purchase, and operation of motor vehicle equipment, and for the purchase of all equipment materials and supplies to be used in the administration and operation of said fund.

ii. Sources. Monies designated by Council and a portion of the charges made to various divisions and departments of the City of Olympia shall be deposited in the Equipment Rental Operating Fund.

iii. Uses. Monies within the Equipment Rental Operating Fund shall be used for salaries, wages, materials, overhead, or other costs necessary to operate and maintain all motor vehicle equipment of the City of Olympia.

iv. Transfers. All monies deposited in said Equipment Rental Operating Fund and not expended for any purpose other than those listed above shall remain in the fund from year to year and shall not be transferred to any other fund or expended for any other purpose unless authorized by the City Council.

b. Cumulative Reserve Equipment Rental Fund (502)

i. Created. There is hereby created, pursuant to RCW [35.21.070](#), a reserve fund to be known as the Cumulative Reserve Equipment Rental Fund.

ii. Sources. Monies designated by Council and a portion of the charges made to various divisions and departments of the City of Olympia shall be deposited in the Cumulative Reserve Equipment Rental Fund.

iii. Uses. This fund is hereby created for the following purposes as authorized by law:

(a) Purchase of all forms of equipment and supplies used by the Equipment Rental Department of the City of Olympia, including but not limited to vehicles, excavating equipment and supplies accessory thereto.

(b) Major replacement and/or repair of all forms of equipment handled by the Equipment Rental Department of the City of Olympia

iv. Restrictions. Any monies in the Cumulative Reserve Equipment Rental Fund shall never be expended for any purpose other than those listed above without an approving vote by majority of the electors of the City of Olympia at a general or special election held for such purpose. Any monies in said fund at the end of the fiscal year shall not lapse nor shall the same be surplus available or which may be used for any purpose or purposes than those specified by this chapter.

B. Unemployment Compensation Fund

1. Created. There is hereby created a fund to be known as the Unemployment Compensation Fund.

2. Sources. To provide funds for deposit into the Unemployment Compensation Fund, each department and operating fund of the City shall, in its budget, provide for payments into the fund an amount not more than three percent (3%) of the amount paid for wages and salaries.

3. Uses. Monies in the Unemployment Compensation Fund will be used for reimbursements to the Washington State Department of Employment Security and other costs connected with administering unemployment insurance claims.

C. Insurance Trust Fund

1. Created. There is hereby created a fund to be known as the Self-Insurance Trust Fund.

2. Sources. Monies budgeted for insurance shall be deposited into the Self-Insurance Trust Fund. The City Council may authorize transfer of monies to the Fund and shall designate monies to be placed in the Fund for the coming budget year.

3. Uses. Monies in this fund will be used for payments for insurance related to risk management plans of the City; to pay claims against the City for which the City must pay a deductible or is self-insured; to pay for repairs or replacement to City property which is damaged or destroyed and not covered by insurance; to pay for corrections, repairs, or replacement of City property when immediate action is necessary to prevent injury to persons or property, and monies are not available for such purpose from other budget sources; and to pay for studies of other areas of self-insurance.

D. Workers Compensation Fund

1. Created. There is hereby created a fund to be known as the Workers Compensation Fund.

2. Sources. There shall be deposited in the Workers Compensation Fund funds from any available source. Additionally, any employee deduction may be deposited which may be required by the State for workers compensation until such time as it is required to be remitted to the state.

3. Uses. The Workers Compensation Fund shall be used to pay any worker's compensation claims, to pay obligations due to the state for workers compensation, to pay premiums for insurance or surety bonds as may be required, and to pay any other costs related to the City's workers compensation program, including but not limited to third party administration costs, actuarial studies, safety programs, accident prevention programs and administration of the workers compensation program.

E. Facilities Fund

1. Created. There is hereby created a fund to be known as the Facilities Fund.

2. Sources. To provide funds for deposit into the Facilities Fund, each department and operating fund of the City shall, in its budget, provide for payments into the fund an amount calculated from an allocation process and/or an amount agreed upon for particular service delivery.

3. Uses. The Facilities Fund shall be used to pay for activities related to the acquisition, maintenance, improvements, and lifecycle renovations of buildings and grounds.

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

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

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

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

\_\_\_\_\_  
MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

### Approval of the City of Olympia 2023 Legislative Agenda

**Agenda Date:** 12/13/2022  
**Agenda Item Number:** 6.A  
**File Number:** 22-1181

---

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

---

#### Title

Approval of the City of Olympia 2023 Legislative Agenda

#### Recommended Action

##### Committee Recommendation:

Not referred to a committee.

##### City Manager Recommendation:

Review, and after discussion, move to approve the draft 2023 City of Olympia legislative agenda.

#### Report

##### Issue:

Whether to approve the draft 2022 legislative agenda.

##### Staff Contact:

Susan Grisham, Legislative Liaison, 360.753.8244

##### Presenter(s):

Susan Grisham, Legislative Liaison

##### Background and Analysis:

Earlier this year, staff shared an initial draft of Olympia's Legislative Agenda. Council shared feedback and at this meeting will presented an updated draft for review and approval.

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

There are no specific community concerns regarding this item.

##### Options:

1. Approve the draft legislative agenda with no modifications.
2. Provide feedback on the draft legislative agenda and approve with modifications.
3. Do not provide feedback or approve the draft 2023 legislative agenda.

##### Financial Impact:

This item does not have a financial impact.

---

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

---

**Attachments:**

Draft 2023 Legislative Agenda



# 2023 Legislative Priorities



## Changes to the Property Tax Levy Lid Lift

The current 1% levy lid restricts revenue growth when costs are increasing more than 1% per year.

The City Supports:

- Raising the levy lid lift more than 1% for specific projects or initiatives.
- Raising the levy lid lift based on the rate of inflation or 1% annually, whichever is higher.

## Further Legislative Action Related to Climate Change and Statewide Climate Justice Initiatives

The City supports use of Climate Commitment Act (CCA) funding for programs that substantially cut climate pollution and reduce cost burden including:

- A building electrification program to help residents and building owners transition to all-electric buildings, with an emphasis on ensuring low- and moderate-income residents, multifamily housing, and small businesses are prioritized.
- A point-of-sale vehicle incentive program for zero emission medium and heavy-duty vehicles, with an emphasis on small business and high-polluting sectors.

Olympia also supports:

- Updates to land use planning that take into consideration climate change and resiliency.
- State funding for cities and counties and to address climate mitigation and resilience within their comprehensive plans.

- Legislation that reduces packaging and plastics, as well as improves recycling markets in Washington State.

## Further State resources and support to address homelessness and affordable housing

Olympia has the highest percentage of rent-burdened households and the highest concentration of the Thurston County's homeless. The City supports:

- Continued State support for the operation and management of permanent supportive housing sites.
- The creation of new tools, incentives, revenues and resources that cities can use to increase affordable housing supply, including statewide Missing Middle Housing.
- State leadership and support for renter/tenant protections, including rent stabilization and tenant screening.
- State resources for low-income community members to achieve housing stability and pathways to homeownership.

## Deschutes Estuary Alternative Funding

- Olympia supports the Department of Enterprise Services State funding request for the design and construction of the Deschutes Estuary Alternative.

## Olympia City Council

Cheryl Selby, Mayor  
Clark Gilman, Mayor Pro Tem  
Jim Cooper  
Yến Huỳnh  
Dani Madrone  
Lisa Parshley  
Dontae Payne

## Contact City Council

Susan Grisham, Legislative Liaison  
360.753.8244  
citycouncil@ci.olympia.wa.us

## Parking Services

360.753.8017  
parkingservices@ci.olympia.wa.us

## Administration

Jay Burney, City Manager  
360.753.8740 | jburney@ci.olympia.wa.us  
Debbie Sullivan, Asst. City Manager  
360.753.8499 | dsulliva@ci.olympia.wa.us  
Rich Hoey, Interim Asst. City Manager  
360.753.8227 | rhoey@ci.olympia.wa.us

### **Support Mental Health and Behavioral Health resources**

- Further State leadership and funding to expand and create better access to mental health and behavioral health resources.
- State investments in education funding for professionals to enter the mental health and behavioral health fields.

### **Support for Tax Structure Reform**

- Making the Washington State tax code more fair, adequate, stable, and transparent.
- Improving Washington State's tax structure to benefit individuals, families, and businesses in Washington State.

### **Further Support Regarding Public Safety Reforms**

- Funding to help cities with resources related to the ongoing implementation of public safety reforms (ie body cameras, Blake decision, etc.)

### **Further Legislative Action to Reduce Gun Violence**

- Further State leadership is needed to put safeguards in place to prevent gun violence in public spaces, expanding the prohibition of open carry to all publicly owned facilities.

### **Support for \$4.5M in Grants for Parks Projects**

- Several Olympia Parks projects have been included in the ranked list of projects totaling \$3.5M that will be recommended for inclusion in the Washington Wildlife and Recreation Program Budget. The funding would support the development of Yelm Highway Park and improvements to Kaiser Woods.
- The Armory has been included in the ranked list of projects totaling \$1M that will be recommended for inclusion in the Washington State Historical Society's Budget. The funding would support critical code improvements, stabilize the building envelope and better ADA accessibility.



Olympia City Hall  
601 4th Ave E  
Olympia, WA 98507-1967  
[olympiawa.gov](http://olympiawa.gov)





## City Council

### Approval of the 2023 City Council Retreat Agenda

**Agenda Date:** 12/13/2022  
**Agenda Item Number:** 6.B  
**File Number:** 22-1180

---

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

---

**Title**

Approval of the 2023 City Council Retreat Agenda

**Recommended Action**

**Committee Recommendation:**

Not referred to a committee.

**City Manager Recommendation:**

Move to approve the 2023 City Council Retreat agenda.

**Report**

**Issue:**

Whether to approve the 2022 City Council Retreat agenda.

**Staff Contact:**

Jay Burney, City Manager, 360.753.8740

**Presenter(s):**

Jay Burney, City Manager

**Background and Analysis:**

Annually the City Council holds a retreat to consider priorities for the upcoming year and discuss other issues or topics of importance to the Council and the community. This year's retreat will be held Friday and Saturday, January 6 and 7, 2023 at City Hall Council Chambers and facilitated by Meg Winch of Communications Resources NW.

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

There are no known specific concerns regarding approval of the draft retreat agenda.

**Options:**

1. Approve the draft agenda.
2. Do not approve the draft agenda.
3. Approve the draft agenda with amendments.

---

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

---

**Financial Impact:**

There is no financial impact related to approval of the agenda.

**Attachments:**

Draft 2023 Retreat Agenda



# 2023 Council Retreat: Agenda (note: all times are approximate)

**Date:** January 6 and 7, 2023  
**Location:** City Hall Council Chambers  
**Attendees:** Mayor Cheryl Selby, Mayor Pro tem Clark Gilman, Dontae Payne, Lisa Pashley, Yến Huỳnh, Jim Cooper, Dani Madrone, Jay Burney, Debbie Sullivan, Mark Barber, Rich Hoey, Kellie Purce Braseth, Susan Grisham  
**Guests:** Parfait Bassalé, Executive Team

## Day One: Friday, January 6

Time	Content
11:00 – 11:30	<b>Introduction</b> <ul style="list-style-type: none"><li>• Overview of the Retreat: Goals and Objectives</li><li>• Agenda Review</li><li>• Operating Agreements</li></ul>
11:30 – 1:45 15 min break for working lunch	<b>DEI Training</b> w/ Parfait Bassalé
1:45 – 2:00	<b>Break</b>
2:00 – 4:45	<b>2023 Priorities</b> <ul style="list-style-type: none"><li>• Year in Review as Related to January 2022 Planning</li><li>• Macro Review of Core Work Plan; Discussion and Identification of Missing Elements</li><li>• Discussion of Projects and Priorities: Difficulty, Cost, Risk, Staff Time, External Communication Needs</li></ul>
4:45 – 5:00	<b>Closing</b> <ul style="list-style-type: none"><li>• Closing comments</li><li>• Look Ahead to Day 2</li></ul>
6:00	<b>Dinner - Council and Jay</b> <ul style="list-style-type: none"><li>• Dockside Bistro</li></ul>



## 2023 Council Retreat: Agenda (note: all times are approximate)

Day Two: Saturday, January 7

Time	Content
8:30 – 11:30 Break included	2023 Priorities, Continued
11:30 – 12:15	Lunch
12:15 – 2:45	<b>Council Assignments and Calendar</b> <ul style="list-style-type: none"><li>• Election Year Impacts and Agreements</li><li>• Review of Intergovernmental List - Update</li><li>• Committee Assignments</li><li>• Intergovernmental Assignments</li><li>• How we move forward if RFA passes</li><li>• Calendar</li></ul>
2:45 – 3:00	Wrap up and Next Steps



## City Council

### 2022 Year-End Highlights

**Agenda Date:** 12/13/2022  
**Agenda Item Number:** 6.C  
**File Number:** 22-1173

---

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

---

**Title**

2022 Year-End Highlights

**Recommended Action**

**Committee Recommendation:**

Not referred to a committee.

**City Manager Recommendation:**

Receive a year-in-review presentation on 2022 highlights.

**Report**

**Issue:**

Whether to receive a year-in-review presentation on 2022 highlights.

**Staff Contact:**

Kellie Purce Braseth, Strategic Communications Director, City Manager's Office, 360.753.8361

**Presenter(s):**

Kellie Purce Braseth, Strategic Communications Director

**Background and Analysis:**

Staff will provide an overview of the City's significant accomplishments for 2022.

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

The community has an interest in the city good City service and good governance reflected in the 2022 list of accomplishments.

**Options:**

1. Receive the year-in-review presentation.
2. Do not receive the year-in-review presentation.
3. Received the year-in-review presentation at another time.

**Financial Impact:**

There is not a financial impact associated with the presentation.

---

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

---

**Attachments:**

None