



# Meeting Agenda

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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**Tuesday, October 6, 2020**

**5:30 PM**

**Online and via phone**

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**Register to attend:**

[https://us02web.zoom.us/webinar/register/WN\\_kP1zDzO6QO2I7TZIO\\_hrdw](https://us02web.zoom.us/webinar/register/WN_kP1zDzO6QO2I7TZIO_hrdw)

**1. ROLL CALL**

**1.A ANNOUNCEMENTS**

**1.B APPROVAL OF AGENDA**

**2. SPECIAL RECOGNITION**

- 2.A** [20-0787](#) Special Recognition - Introduction of Squaxin Island Tribal Chairman Kris Peters

**3. PUBLIC COMMENT**

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

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

*Individual comments are limited to 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** [20-0736](#) Approval of September 15, 2020 City Council Meeting Minutes

Attachments: [Minutes](#)

- 4.B** [20-0786](#) Approval of September 29, 2020 City Council Study Session Meeting

## Minutes

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

- 4.C**     [20-0737](#)     Bills and Payroll Certification
- Attachments:**   [Bills and Payroll](#)
- 4.D**     [20-0580](#)     Approval to Extend Advisory Board, Commission, and Committee Member Terms by One Year
- Attachments:**   [PROPOSED 2021 B&C Terms](#)  
                         [Advisory Board Cycle](#)  
                         [Advisory board Recruitment Process](#)
- 4.E**     [20-0760](#)     Approval of a Resolution Authorizing a Sublease Agreement with Wedell A. Berg, Jr. for a Portion of Percival Landing
- Attachments:**   [Resolution and Sublease](#)
- 4.F**     [20-0750](#)     Approval of a Resolution authorizing an Easement Agreement between the City of Olympia and Urban Olympia 5, LLC.
- Attachments:**   [Resolution](#)  
                         [Agreement](#)
- 4.G**     [20-0761](#)     Approval of a Resolution Authorizing a Right-of-Way Use Agreement with Boardwalk Associates
- Attachments:**   [Resolution](#)  
                         [ROW Use Agreement](#)

**4. SECOND READINGS (Ordinances)**

- 4.H**     [20-0670](#)     Approval of an Ordinance Accepting a Bequest of \$139,513.42 from the Estate of Ina Fennell, a Former City Employee, to the Recreation Scholarship Program
- Attachments:**   [Ordinance](#)

**4. FIRST READINGS (Ordinances)**

- 4.I**     [20-0753](#)     Approval of an Ordinance Amending Olympia Municipal Code Section 18.51.040 Related to the Permitted Hours of Operation for State Licensed Retail Marijuana Establishments
- Attachments:**   [Ordinance](#)
- 4.J**     [20-0759](#)     Approval of an Ordinance Amending Olympia Municipal Code Chapter 2.100 Related to the Home Fund Advisory Board
- Attachments:**   [Ordinance](#)

**5. PUBLIC HEARING**

**5.A     [20-0762](#)     Public Hearing on the Draft 2019 Wastewater Management Plan**

**Attachments:**    [UAC Letter of Support](#)  
                              [Link to 2019 Plan and Appendices](#)  
                              [Revisions to Address Public Comments](#)

**6.        OTHER BUSINESS****6.A     [20-0749](#)     Emergency Approval of an Ordinance Adding a New Chapter 5.82 to Title 5 of the Olympia Municipal Code regarding Tenant Protections Related to COVID-19, First and Final Reading**

**Attachments:**    [Ordinance](#)  
                              [King County Ordinance](#)  
                              [CDC Order](#)  
                              [Governor's Proclamation 20.19](#)  
                              [CAC Rental Assistance Flyer](#)  
                              [CYS Rental Assistance Flyer](#)

**7.        CONTINUED PUBLIC COMMENT**

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

**8.        REPORTS AND REFERRALS****8.A     COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS****8.B     CITY MANAGER'S REPORT AND REFERRALS****9.        EXECUTIVE SESSION****9.A     [20-0791](#)     Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110 (1) (c) - Real Estate Matter****10.      CLOSED SESSION****10.A    [20-0790](#)     Closed Session Pursuant to RCW 42.30.140 (4)(b) - Labor Negotiations****11.      ADJOURNMENT**

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



## City Council

### Special Recognition - Introduction of Squaxin Island Tribal Chairman Kris Peters

**Agenda Date:** 10/6/2020  
**Agenda Item Number:** 2.A  
**File Number:**20-0787

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

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**Title**

Special Recognition - Introduction of Squaxin Island Tribal Chairman Kris Peters

**Recommended Action**

**Committee Recommendation:**

Not referred to a committee.

**City Manager Recommendation:**

Welcome Kris Peters, the Squaxin Island Tribe's new Tribal Council Chairman.

**Report**

**Issue:**

Whether to introduce Kris Peters the new Tribal Council Chairman of the Squaxin Island Tribe,

**Staff Contact:**

Jay Burney, City Manager, Executive, 360.753.8740

**Presenter(s):**

Jay Burney, City Manager, Executive

**Background and Analysis:**

An introduction of the new Squaxin Island Tribal Council Chairman Kris Peters.

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

N/A

**Financial Impact:**

N/A

**Attachments:**

None





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

## City Council

### Approval of September 15, 2020 City Council Meeting Minutes

**Agenda Date:** 10/6/2020  
**Agenda Item Number:** 4.A  
**File Number:**20-0736

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

---

#### **Title**

Approval of September 15, 2020 City Council Meeting Minutes



# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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**Tuesday, September 15, 2020**

**5:30 PM**

**Online and via phone**

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**Register to attend:**

[https://us02web.zoom.us/webinar/register/WN\\_EmJMVlreRfCKIXCw0ulQ6Q](https://us02web.zoom.us/webinar/register/WN_EmJMVlreRfCKIXCw0ulQ6Q)

### 1. ROLL CALL

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

### 1.A ANNOUNCEMENTS - None

### 1.B APPROVAL OF AGENDA

The agenda was approved.

### 2. SPECIAL RECOGNITION

#### 2.A [20-0689](#) Approval of a Resolution and Actions to Address Injustice and Harm of BIPOC Transgender and Non-Binary People

Each Councilmember read a portion of the resolution. Amy Heart and Tobi Hill-Meyer spoke in support of the resolution and thanked the Council for passing it. Councilmembers commented about the resolution.

**Mayor Selby moved, seconded by Councilmember Cooper, to approve the resolution and actions to address injustice and harm of BIPOC transgender and non-binary people. The motion carried by the following vote:**

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

#### 2.B [20-0670](#) Approval of an Ordinance Accepting a Bequest of \$139,513.42 from the Estate of Ina Fennell, a Former City Employee, to the Recreation Scholarship Program

Parks Recreation and Facilities Director Scott River recognized former City employee Ina Fennell's years of service and her generous final legacy to the Recreation Scholarship Program.

**Mayor Selby moved, seconded by Councilmember Gilman, to approve an**

**ordinance to accept a Recreation Scholarship Program bequest from the estate of Ina Fennell on first reading and forward it to second reading. The motion carried by the following vote:**

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

**2.C**     [20-0724](#)     Proclamation - National Voter Registration Day

Mayor Selby read a proclamation proclaiming September 22 as National Voter Registration Day. Thurston County Auditor Mary Hall commented and accepted the proclamation.

**The recognition was received.**

**3. PUBLIC COMMENT**

The following people spoke: Sarah DeStasio, Jazmine Fox-Stern, Arisa Nogler, Mercy Kariuki-McGee, Valerie Krull, Brian McDonald, Jessica Ryan, Larry Dzieza, Robert Berman, Miguel Louis, Michael Ruth, and Kael Moffat.

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

City Manager Jay Burney explained the hiring freeze related to police officer positions. He clarified he is conducting the independent investigation into Yvonne McDonald's death, not the Olympia Police Department.

**4. CONSENT CALENDAR**

**4.A**     [20-0674](#)     Approval of August 25, 2020 City Council Meeting Minutes

**The minutes were adopted.**

**4.B**     [20-0666](#)     Approval of Annual Comprehensive Plan Amendment Schedule for 2021

**The decision was adopted.**

**4.C**     [20-0706](#)     Approval of a Resolution Authorizing Amendment No. 2 to the Interlocal Agreement for Consulting Services for a Cable Franchise Renewal

**The resolution was adopted.**

**4.D**     [20-0677](#)     Approval of Bid Award for Stevens Field #2 Infield Synthetic Turf Conversion Project

**The contract was adopted.**

**4.E**     [20-0709](#)     Approval of a Resolution Authorizing Addendum No. 1 to the Real Estate Purchase and Sale Agreement between the City of Olympia and the Low

Income Housing Institute (LIHI) Extending LIHI's Option to Purchase  
Property Located Adjacent to 318 State Avenue

**The resolution was adopted.**

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

- 4.F**     [20-0605](#)     Approval of an Ordinance Amending Olympia Municipal Code Chapters 16 and 18 Related to 2016 Low Impact Development Updates

**The ordinance was adopted on second reading.**

- 4.G**     [20-0623](#)     Approval of an Ordinance Updating the Olympia Municipal Code to Align with Current Law and Administration, Amending Title 1 General Provisions, Title 2 Administration and Personnel, and Title 3 Revenue and Finance

**The ordinance was adopted on second reading.**

- 4.H**     [20-0708](#)     Approval of an Ordinance Declaring a Continuing Public Health Emergency Relating to Coronavirus (COVID-19) - First and Final Reading

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

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

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

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

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

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

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

- 6.A**     [20-0710](#)     I-5 Corridor Study Update

Thurston Regional Planning Council Executive Director Marc Daily gave a presentation on ongoing planning for the I-5 Corridor and 2021 - 2023 budget request.

Councilmembers commented and asked clarifying questions.

**The information was provided.**

**6.B**     [20-0688](#)     Transportation Master Plan Briefing

Transportation Planning Supervisor Sophie Stimson and Deputy Director Mark Russell gave a presentation on the draft Transportation Master Plan and discussed impact fees.

Councilmembers spoke in support of releasing the draft Transportation Master Plan to the public for comment and asked clarifying questions.

**The discussion was completed.**

**7.       CONTINUED PUBLIC COMMENT - None****8.       REPORTS AND REFERRALS****8.A      COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS**

Mayor Selby reported there is no Council meeting next week and the meeting on September 29 will be a Study Session to follow up on Retreat topics. Public comment will not be taken at the Study Session.

Councilmembers reported on meetings attended.

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

Mr. Burney reported on retail cannabis shop operating hours in Olympia being different than what State law allows. He noted the City Attorney will work on aligning them.

**9.       ADJOURNMENT**

The meeting adjourned at 8:50 p.m.



City Hall  
601 4th Avenue E.  
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360-753-8244

## City Council

### Approval of September 29, 2020 City Council Study Session Meeting Minutes

**Agenda Date:** 10/6/2020  
**Agenda Item Number:** 4.B  
**File Number:**20-0786

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

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#### **Title**

Approval of September 29, 2020 City Council Study Session Meeting Minutes



# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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**Tuesday, September 29, 2020**

**6:30 PM**

**Online or via phone**

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**Special Meeting Work Session - Register to attend:**

**[https://us02web.zoom.us/j/87877265589?](https://us02web.zoom.us/j/87877265589?pwd=WXE4OVg0SkdKM2VrSEFWRkthZkhJUT09)**

**[pwd=WXE4OVg0SkdKM2VrSEFWRkthZkhJUT09](https://us02web.zoom.us/j/87877265589?pwd=WXE4OVg0SkdKM2VrSEFWRkthZkhJUT09)**

### 1. ROLL CALL

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

### 2. BUSINESS ITEM

#### 2.A [20-0748](#) Discussion Regarding Public Safety

Mayor Selby introduced Nancy Campbell as facilitator of the meeting. Ms Campbell reviewed the agenda and offered suggestions to help the Council focus on a specific aspect of public safety for tonight's meeting. Discussion focused on police and included:

- policing vs. public safety vs. community safety
- areas of control vs. areas of influence
- balancing accountability, police funding, affordable housing, living wages, and social services
- decriminalizing some of the laws on the books
- demilitarizing police training
- engaging the community in these conversations
- working with police officers and staff for perspective regarding use of force
- data driven decisions in addressing needs and barriers

Discussion on next steps and desired outcomes included:

- getting a new police chief on board to join the community conversation around public safety and help champion the equity commission work
- short-term actions the Council can work on include police officer hiring practices and increased training funding
- ad hoc Council committee comprised of Councilmember Gilman, Councilmember Cooper and Mayor Selby to continue the conversation and bring short-term action ideas to the full Council
- weave the story of the current police department and court services into the conversation
- add regular study sessions in lieu of business meetings once a month

The study session was completed.

**3. ADJOURNMENT**

The meeting was adjourned at 8:30 p.m.





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

## City Council

### Bills and Payroll Certification

**Agenda Date:** 10/6/2020  
**Agenda Item Number:** 4.C  
**File Number:**20-0737

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

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**Title**

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	<u>7/12/2020</u>	THROUGH	<u>7/18/2020</u>
FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED	<u>3727588</u>	THROUGH	<u>3727889</u>
FOR OTHER ELECTRONIC PAYMENTS DATED	<u>                    </u>	THROUGH	<u>                    </u>

INCLUSIVE IN THE AMOUNT TOTALING

DATED \_\_\_\_\_ ADMINISTRATIVE SERVICES DIRECTOR

TOTAL APPROVED FOR PAYMENT

FUND		
\$672,013.89	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$21,042.35	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
-\$83.12	006	Development Fee Revenue
\$339.69	007	Parking Fund
\$0.00	014	LEOFF 1 OPEB Trust Fund
\$0.00	21	Washington Center Endow
\$1,080.41	025	WASHINGTON CENTER
\$6,312.50	026	MUNICIPAL ARTS FUND
\$2,790.07	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$1,732.50	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/REPLC
\$127.69	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	140	REET
\$0.00	141	Oly Metro Park Distinct
\$9,588.02	142	HOME FUND
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '08-PARKS
\$182,475.00	224	UTGO BOND FUND 2009 FIRE
\$632,666.26	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$89,140.79	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$70,387.50	230	LTGO Bond Fund 2016
\$97,660.03	317	CIP
\$0.00	318	Home 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	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$32,370.15	401	WATER
\$282.97	402	SEWER
\$353,640.94	403	SOLID WASTE
\$733.32	404	STORM AND SURFACE WATER
\$0.00	417	WIS REV BOND REDEMPTION
\$0.00	418	Stormwater Debt Service Fund
\$15,260.25	434	STORM AND SURFACE WATER CIP
\$122,926.48	461	WATER CIP FUND
\$654.60	462	SEWER CIP FUND
\$0.00	463	SOLID WASTE/ADVERTISING
\$3,722.34	501	EQUIPMENT RENTAL
\$31,791.55	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$157.50	504	INS TRUST FUND
\$0.00	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	606	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGMTSYS
\$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
\$4,972.00	720	SCHOOLS

\$2,353,755.68 GRAND TOTAL FOR WEEK

Reconciliation of Superior All Checks Register to Expenditure Summary			
Data From Superior 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			
Subtotal			0.00
VOID CHECKS			(83.12)
EFT			707,838.99
A/P Checks			1,645,999.81
Grand Total			2,353,755.68
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	7/19/2020		7/25/2020
FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED	3727870	THROUGH	3728187
FOR OTHER ELECTRONIC PAYMENTS DATED		THROUGH	

INCLUSIVE IN THE AMOUNT TOTALING

DATED  
8/1/2020

*Finance Director*  
ADMINISTRATIVE SERVICES DIRECTOR

TOTAL APPROVED FOR PAYMENT

FUND		
\$1,151,469.83	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$4,840.61	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$37,450.06	006	Development Fee Revenue
\$7,659.04	007	Parking Fund
\$0.00	014	LEOFF 1 OPEB Trust Fund
\$0.00	21	Washington Center Endow
\$0.00	025	WASHINGTON CENTER
\$3,753.17	026	MUNICIPAL ARTS FUND
\$1,370.00	029	EQUIP & FACIL REPLACE RES
\$406.52	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
\$0.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	140	REET
\$0.00	141	Oly Metro Park District
-\$54,760.07	142	HOME FUND
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$0.00	230	LTGO Bond Fund 2016
\$10,718.37	317	CIP
\$95,683.00	318	Home 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	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$3,880.86	331	FIRE EQUIPMENT REPLACEMENT FUND
\$23,940.29	401	WATER
\$25,775.99	402	SEWER
\$23,953.96	403	SOLID WASTE
\$15,677.86	404	STORM AND SURFACE WATER
\$0.00	417	W/S REV BOND REDEMPTION
\$0.00	418	Stormwater Debt Service Fund
\$20,692.63	434	STORM AND SURFACE WATER CIP
\$23,999.00	461	WATER CIP FUND
\$33,780.80	462	SEWER CIP FUND
\$0.00	463	SOLID WASTE/ADVERTISING
\$22,996.38	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$731.00	504	INS TRUST FUND
\$61.83	505	WORKERS COMPENSATION
\$1,043.33	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$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

\$1,455,124.46 GRAND TOTAL FOR WEEK

Reconciliation of Superior All Checks Register to Expenditure Summary			
Data From Superior 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			
Subtotal			0.00
VOID CHECKS			(2,371.19)
EFT			118,694.26
A/P Checks			1,338,801.39
Grand Total			1,455,124.46
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 7/26/2020 8/1/2020

FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED 378188 THROUGH 3728386

FOR OTHER ELECTRONIC PAYMENTS DATED                      THROUGH                     

INCLUSIVE IN THE AMOUNT TOTALING

DATED

8/1/2020

*Finance*  
ADMINISTRATIVE SERVICES DIRECTOR

*Yana Hein*

TOTAL APPROVED FOR PAYMENT

FUND	
\$278,583.66	001 GENERAL FUND
\$0.00	002 SHOP FACILITIES
\$13,054.00	003 REVOLVING ACCOUNT FUND
\$0.00	004 URBAN ARTERIAL FUND
\$4,238.20	006 Development Fee Revenue
\$976.11	007 Parking Fund
\$752,898.39	014 LEOFF 1 OPEB Trust Fund
\$4,432.81	21 Washington Center Endow
\$80,120.08	025 WASHINGTON CENTER
\$10,509.35	026 MUNICIPAL ARTS FUND
\$450.00	029 EQUIP & FACIL REPLACE RES
\$56,192.35	107 HUD
\$0.00	108 HUD
\$0.00	127 IMPACT FEES
\$0.00	130 SEPA MITIGATION FUND
\$500.00	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/REPLC
\$0.00	137 CHILDREN'S HANDS ON MUSEUM
\$0.00	138 TRANS BENEFIT DISTRICT
\$624,434.90	140 REET
\$0.00	141 Oly Metro Park District
\$57.71	142 HOME FUND
\$0.00	208 LID OBLIGATION CONTROL
\$0.00	216 4th/5th AVE PW TRST
\$0.00	223 LTGO BOND FUND '06-PARKS
\$0.00	224 UTGO BOND FUND 2009 FIRE
\$0.00	225 CITY HALL DEBT FUND
\$0.00	226 2010 LTGO BOND-STREETPROJ
\$0.00	227 LOCAL DEBT FUND
\$0.00	228 2010B LTGO BONDS-HOCM
\$0.00	230 LTGO Band Fund 2016
\$1,533,039.86	317 CIP
\$0.00	318 Home 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	325 CITY HALL CONST
\$0.00	326 TRANSPORTATION CONST
\$0.00	329 GO BOND PROJECT FUND
\$13,408.81	331 FIRE EQUIPMENT REPLACEMENT FUND
\$127,141.46	401 WATER
\$21,346.37	402 SEWER
\$800.64	403 SOLID WASTE
\$9,391.25	404 STORM AND SURFACE WATER
\$0.00	417 W/S REV BOND REDEMPTION
\$0.00	418 Stormwater Debt Service Fund
\$315.61	434 STORM AND SURFACE WATER CIP
\$635,195.96	461 WATER CIP FUND
\$654,486.20	462 SEWER CIP FUND
\$0.00	463 SOLID WASTE/ADVERTISING
\$3,527.79	501 EQUIPMENT RENTAL
\$624,434.89	502 C. R. EQUIPMENT RENTAL
\$0.00	503 UNEMPLOYMENT COMPENSATION
\$0.00	504 INS TRUST FUND
\$60,403.95	505 WORKERS COMPENSATION
\$0.00	604 FIREMEN'S PENSION FUND
\$0.00	605 CUSTOMERS WATER RESERVE
\$0.00	621 WASHINGTON CENTER ENDOW
\$0.00	631 PUBLIC FACILITIES
\$0.00	682 LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701 PARKS-NEIGHBORHOOD
\$648,940.35	702 PARKS-COMMUNITY
\$0.00	703 PARKS-OPEN SPACE
\$0.00	707 PARKS-SPECIAL USE
\$0.00	711 TRANSPORTATION
\$0.00	720 SCHOOLS

\$6,158,880.70 GRAND TOTAL FOR WEEK

Reconciliation of Superior All Checks Register to Expenditure Summary

Data From Superior All Checks Register

Description	From Check	to Check	Check Amount	
Payroll A/P (vendors) Checks	3728188	3728188	1.00	test check - didn't ser
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				
Subtotal			1.00	
VOID CHECKS			(1.00)	
EFT			121,047.60	
A/P Checks			6,037,833.10	
Grand Total			6,158,880.70	
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	8/2/2020		8/8/2020
FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED	3728387	THROUGH	3728628
FOR OTHER ELECTRONIC PAYMENTS DATED		THROUGH	

INCLUSIVE IN THE AMOUNT TOTALING

DATED <u>8/8/2020</u>	ADMINISTRATIVE SERVICES DIRECTOR 
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TOTAL APPROVED FOR PAYMENT

FUND		
\$1,225,337.74	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$11,368.64	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$228,118.91	006	Development Fee Revenue
\$1,884.33	007	Parking Fund
\$57,996.84	014	LEOFF 1 OPEB Trust Fund
\$0.00	21	Washington Center Endow
\$25,650.60	025	WASHINGTON CENTER
\$1,405.17	026	MUNICIPAL ARTS FUND
\$5,983.03	029	EQUIP & FACIL REPLACE RES
\$333.92	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
\$0.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MKRT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	140	REET
\$0.00	141	Oly Metro Park District
\$82,848.63	142	HOME FUND
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$0.00	230	LTGO Band Fund 2016
\$158,742.66	317	CIP
\$18,051.00	318	Home 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	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$51,815.41	401	WATER
\$17,707.71	402	SEWER
\$13,018.64	403	SOLID WASTE
\$14,873.92	404	STORM AND SURFACE WATER
\$0.00	417	W/S REV BOND REDEMPTION
\$0.00	418	Stormwater Debt Service Fund
\$1,341.25	434	STORM AND SURFACE WATER CIP
\$21,393.58	461	WATER CIP FUND
\$0.00	462	SEWER CIP FUND
\$0.00	463	SOLID WASTE/ADVERTISING
\$68,183.25	501	EQUIPMENT RENTAL
\$81.00	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
\$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

\$2,006,136.23 GRAND TOTAL FOR WEEK

Reconciliation of Superior All Checks Register to Expenditure Summary			
Data From Superior 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			
Payroll A/P (vendors) Checks			
Subtotal			0.00
VOID CHECKS			0.00
EFT			788,866.58
A/P Checks			1,217,269.65
Grand Total			2,006,136.23
Proof			0.00



\$1 476.839 92 GRAND TOTAL FOR WEEK



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	8/23/2020	8/29/2020
FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED	3729052	THROUGH 3729275
FOR OTHER ELECTRONIC PAYMENTS DATED	THROUGH	

INCLUSIVE IN THE AMOUNT TOTALING

DATED  
9/2/2020

*Finance*  
ADMINISTRATIVE SERVICES DIRECTOR  
*Manish*

TOTAL APPROVED FOR PAYMENT

FUND		
\$1,192,574.69	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$11,230.79	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$5,225.50	006	Development Fee Revenue
\$3,681.35	007	Parking Fund
\$706.44	014	LEOFF 1 OPEB Trust Fund
\$0.00	21	Washington Center Endow
\$110.08	025	WASHINGTON CENTER
\$436.35	026	MUNICIPAL ARTS FUND
\$10,052.22	029	EQUIP & FACIL REPLACE RES
\$399.19	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
\$0.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MKRT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$40.00	138	TRANS BENEFIT DISTRICT
\$0.00	140	REET
\$0.00	141	Oly Metro Park District
\$4,599.92	142	HOME FUND
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$0.00	230	LTGO Band Fund 2016
\$265,766.63	317	CIP
\$0.00	318	Home 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	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$75,440.08	401	WATER
\$19,359.90	402	SEWER
\$2,737.61	403	SOLID WASTE
\$18,277.42	404	STORM AND SURFACE WATER
\$0.00	417	W/S REV BOND REDEMPTION
\$0.00	418	Stormwater Debt Service Fund
\$21,628.34	434	STORM AND SURFACE WATER CIP
\$574,711.35	461	WATER CIP FUND
\$338,454.57	462	SEWER CIP FUND
\$3,084.58	463	SOLID WASTE/ADVERTISING
\$9,008.66	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$19,979.98	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$26,760.60	505	WORKERS COMPENSATION
\$1,043.33	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$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
<b>\$2,605,309.58 GRAND TOTAL FOR WEEK</b>		

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

Description	From Check	to Check	Check Amount
Payroll A/P (vendors) Checks	EFT Void		(429.88)
Payroll A/P (vendors) Checks	3729269	3729269	110.50
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			
Subtotal			(319.38)
VOID CHECKS			(50,558.51)
EFT			248,606.58
A/P Checks			2,407,580.89
Grand Total			2,605,309.58
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 8/30/2020 9/5/2020

FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED 3729276 THROUGH 3729410

FOR OTHER ELECTRONIC PAYMENTS DATED                      THROUGH                     

INCLUSIVE IN THE AMOUNT TOTALING                     

DATED 9/10/2020

*Financia*  
ADMINISTRATIVE SERVICES DIRECTOR  
Maria Lina

TOTAL APPROVED FOR PAYMENT

FUND	
\$1,102,853.48	001 GENERAL FUND
\$0.00	002 SHOP FACILITIES
\$592,840.97	003 REVOLVING ACCOUNT FUND
\$0.00	004 URBAN ARTERIAL FUND
\$266,349.05	006 Development Fee Revenue
\$933.02	007 Parking Fund
\$1,396,186.42	014 LEOFF 1 OPEB Trust Fund
\$209,688.33	21 Washington Center Endow
\$86.60	025 WASHINGTON CENTER
\$1,235.13	026 MUNICIPAL ARTS FUND
\$1,825,042.69	029 EQUIP & FACIL REPLACE RES
\$0.00	107 HUD
\$0.00	108 HUD
\$0.00	127 IMPACT FEES
\$0.00	130 SEPA MITIGATION FUND
\$9,981.71	132 LODGING TAX FUND
\$0.00	133 ARTS AND CONFERENCE FUND
\$2,062,763.94	134 PARKS AND REC SIDEWALK UT TAX
\$0.00	135 PARKING BUSINESS IMP AREA
\$0.00	136 FARMERS MKRT REPAIR/REPLC
\$0.00	137 CHILDREN'S HANDS ON MUSEUM
\$1,065,555.62	138 TRANS BENEFIT DISTRICT
\$1,790,924.48	140 REET
\$501,138.13	141 Oly Metro Park District
\$56,980.25	142 HOME FUND
\$0.00	208 LID OBLIGATION CONTROL
\$0.00	216 4th/5th AVE PW TRST
\$0.00	223 LTGO BOND FUND '06-PARKS
\$0.00	224 UTGO BOND FUND 2009 FIRE
\$0.00	225 CITY HALL DEBT FUND
\$0.00	226 2010 LTGO BOND-STREETPROJ
\$0.00	227 LOCAL DEBT FUND
\$0.00	228 2010B LTGO BONDS-HOCM
\$0.00	230 LTGO Band Fund 2016
\$2,037,557.40	317 CIP
\$501,138.13	318 Home 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	325 CITY HALL CONST
\$0.00	326 TRANSPORTATION CONST
\$0.00	329 GO BOND PROJECT FUND
\$527,242.83	331 FIRE EQUIPMENT REPLACEMENT FUND
\$794,516.10	401 WATER
\$7,836.98	402 SEWER
\$58,810.36	403 SOLID WASTE
\$109.24	404 STORM AND SURFACE WATER
\$0.00	417 W/S REV BOND REDEMPTION
\$0.00	418 Stormwater Debt Service Fund
\$501,138.14	434 STORM AND SURFACE WATER CIP
\$526,859.11	461 WATER CIP FUND
\$0.00	462 SEWER CIP FUND
\$0.00	463 SOLID WASTE/ADVERTISING
\$55,348.60	501 EQUIPMENT RENTAL
\$694,646.65	502 C. R. EQUIPMENT RENTAL
\$0.00	503 UNEMPLOYMENT COMPENSATION
\$0.00	504 INS TRUST FUND
\$572,504.88	505 WORKERS COMPENSATION
\$528,586.53	604 FIREMEN'S PENSION FUND
\$0.00	605 CUSTOMERS WATER RESERVE
\$0.00	621 WASHINGTON CENTER ENDOW
\$0.00	631 PUBLIC FACILITIES
\$0.00	682 LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701 PARKS-NEIGHBORHOOD
\$1,027,190.71	702 PARKS-COMMUNITY
\$1,006,742.20	703 PARKS-OPEN SPACE
\$0.00	707 PARKS-SPECIAL USE
\$498,604.18	711 TRANSPORTATION
\$0.00	720 SCHOOLS

\$20,223,391.88 GRAND TOTAL FOR WEEK

Reconciliation of Superior All Checks Register to Expenditure Summary

Data From Superior 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			
Subtotal			0.00

VOID CHECKS	(185.50)
EFT	490,640.16
A/P Checks	19,732,937.22

Grand Total 20,223,391.88

Proof 0.00

\$3,023,358.52 GRAND TOTAL FOR WEEK

CITY OF OLYMPIA  
EXPENDITURE SUMMARY

1. 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	9/13/2020	9/19/2020
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FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED 3729639 THROUGH 3729833

FOR OTHER ELECTRONIC PAYMENTS DATED \_\_\_\_\_ THROUGH \_\_\_\_\_

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

TOTAL APPROVED FOR PAYMENT

FUND

\$1,357,476.28	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$13,198.00	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$25.00	006	Development Fee Revenue
\$0.00	007	Parking Fund
\$1,946.07	014	LEOFF 1 OPEB Trust Fund
\$0.00	21	Washington Center Endow
\$758.25	025	WASHINGTON CENTER
\$466.42	026	MUNICIPAL ARTS FUND
\$144,153.88	029	EQUIP & FACIL REPLACE RES
\$0.00	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
\$0.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MKRT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	140	REET
\$0.00	141	Oly Metro Park District
\$720.39	142	HOME FUND
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$0.00	230	LTGO Band Fund 2016
\$80,680.51	317	CIP
\$0.00	318	Home 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	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$63,653.09	401	WATER
\$21,331.13	402	SEWER
\$351,006.09	403	SOLID WASTE
\$14,282.65	404	STORM AND SURFACE WATER
\$0.00	417	W/S REV BOND REDEMPTION
\$0.00	418	Stormwater Debt Service Fund
\$0.00	434	STORM AND SURFACE WATER CIP
\$11,116.48	461	WATER CIP FUND
\$26,679.44	462	SEWER CIP FUND
\$0.00	463	SOLID WASTE/ADVERTISING
\$16,859.17	501	EQUIPMENT RENTAL
\$166,060.12	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$575.50	504	INS TRUST FUND
\$26,713.95	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$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

## Reconciliation of Superior All Checks Register to Expenditure Summary

### Data From Superion 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			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
		<i>Subtotal</i>	<i>0.00</i>

<i>Subtotal</i>	<i>0.00</i>
-----------------	-------------

VOID CHECKS	(401.28)
EFT	716,444.31
A/P Checks	1,581,659.39

Grand Total	2,297,702.42
-------------	--------------

<i>Proof</i>	0.00
--------------	------

\$2,297,702.42 GRAND TOTAL FOR WEEK



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 9/20/2020 9/26/2020  
FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED 3729834 THROUGH 3730044  
FOR OTHER ELECTRONIC PAYMENTS DATED \_\_\_\_\_ THROUGH \_\_\_\_\_

INCLUSIVE IN THE AMOUNT TOTALING

DATED 9/29/2020

*Finance*  
ADMINISTRATIVE SERVICES DIRECTOR  
*M. Curcio*

TOTAL APPROVED FOR PAYMENT

	FUND	
\$638,274.02	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$14,099.15	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$18.28	006	Development Fee Revenue
\$2,778.22	007	Parking Fund
\$6,743.06	014	LEOFF 1 OPEB Trust Fund
\$83,702.36	21	Washington Center Endow
-\$80,495.73	025	WASHINGTON CENTER
\$291.80	026	MUNICIPAL ARTS FUND
\$2,242.34	029	EQUIP & FACIL REPLACE RES
\$107.89	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
\$1,000.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MKRT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$78.28	138	TRANS BENEFIT DISTRICT
\$0.00	140	REET
\$0.00	141	Oly Metro Park District
\$98,540.53	142	HOME FUND
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$0.00	230	LTGO Bond Fund 2016
\$2,487.99	317	CIP
\$0.00	318	Home 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	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$1,684,860.05	401	WATER
\$18,399.43	402	SEWER
\$1,994.87	403	SOLID WASTE
\$14,503.95	404	STORM AND SURFACE WATER
\$0.00	417	W/S REV BOND REDEMPTION
\$0.00	418	Stormwater Debt Service Fund
\$15,521.67	434	STORM AND SURFACE WATER CIP
\$0.00	461	WATER CIP FUND
\$61,402.81	462	SEWER CIP FUND
\$0.00	463	SOLID WASTE/ADVERTISING
\$4,297.19	501	EQUIPMENT RENTAL
-\$166,060.12	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$63,916.41	504	INS TRUST FUND
\$52.30	505	WORKERS COMPENSATION
\$1,043.33	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$3,237.44	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

\$2,473,037.52 GRAND TOTAL FOR WEEK

Reconciliation of Superior All Checks Register to Expenditure Summary			
Data From Superior 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			
Payroll A/P (vendors) Checks			
Subtotal			0.00
VOID CHECKS			(166,180.12)
EFT			84,650.75
A/P Checks			2,554,566.89
Grand Total			2,473,037.52
Proof			0.00

**CITY OF OLYMPIA  
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **7/15/2020** have been examined and are approved as recommended for payment.

Employees Gross Pay:	<u>\$ 2,457,306.93</u>
Fire Pension Gross Pay:	<u>\$ 29,405.84</u>
<b>TOTAL</b>	<u><u>\$ 2,486,712.77</u></u>

Payroll Check Numbers	<u>92777</u>	<u>92777</u>	Manual Checks
And	<u>92791</u>	<u>92795</u>	Fire Pension Checks
And	<u></u>	<u></u>	Manual Checks
And	<u>92778</u>	<u>92790</u>	Semi Payroll Checks

and Direct Deposit transmission.

7-15-2020  
DATE

Rebbie L. Sullivan  
ADMINISTRATIVE SERVICES DIRECTOR

**CITY OF OLYMPIA  
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **7/31/2020** have been examined and are approved as recommended for payment.

Employees Gross Pay:	<u>\$ 2,417,750.63</u>
Fire Pension Gross Pay:	<u>\$ -</u>
<b>TOTAL</b>	<u><u>\$ 2,417,750.63</u></u>

Payroll Check Numbers	<u>92796</u>	<u>92797</u>	Manual Checks
And	<u>                    </u>	<u>                    </u>	Fire Pension Checks
And	<u>                    </u>	<u>                    </u>	Manual Checks
And	<u>92798</u>	<u>92807</u>	Semi Payroll Checks

and Direct Deposit transmission.

8/5/2020  
DATE

  
FINANCE DIRECTOR

**CITY OF OLYMPIA  
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **8/15/2020** have been examined and are approved as recommended for payment.

Employees Gross Pay:	<u>\$ 2,369,540.07</u>
Fire Pension Gross Pay:	<u>\$ 29,405.84</u>
<b>TOTAL</b>	<u><u>\$ 2,398,945.91</u></u>

Payroll Check Numbers	<u>92808</u>	<u>92809</u>	Manual Checks
And	<u>92819</u>	<u>92823</u>	Fire Pension Checks
And	<u>                    </u>	<u>                    </u>	Manual Checks
And	<u>92810</u>	<u>92818</u>	Semi Payroll Checks

and Direct Deposit transmission.

8/20/2020  
DATE

Nancy Davis  
FINANCE DIRECTOR

**CITY OF OLYMPIA**  
**PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **8/31/2020** have been examined and are approved as recommended for payment.

Employees Gross Pay: \$ 2,372,634.27

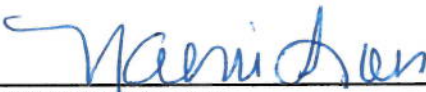
Fire Pension Gross Pay: \_\_\_\_\_

TOTAL \$ 2,372,634.27

Payroll Check Numbers	<u>92824</u>	<u>92824</u>	Manual Checks
And	_____	_____	Fire Pension Checks
And	_____	_____	Manual Checks
And	<u>92825</u>	<u>92840</u>	Semi Payroll Checks

and Direct Deposit transmission.

9/5/2020  
DATE

  
FINANCE DIRECTOR



**CITY OF OLYMPIA  
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **9/15/2020** have been examined and are approved as recommended for payment.

Employees Gross Pay: \$ 2,442,322.62

Fire Pension Gross Pay: \_\_\_\_\_

TOTAL \$ 2,442,322.62

Payroll Check Numbers \_\_\_\_\_ Manual Checks  
And \_\_\_\_\_ Fire Pension Checks  
And \_\_\_\_\_ Manual Checks  
And 341 92847 Semi Payroll Checks

and Direct Deposit transmission.

9/20/2020  
DATE

  
FINANCE DIRECTOR



## City Council

### Approval to Extend Advisory Board, Commission, and Committee Member Terms by One Year

**Agenda Date:** 10/6/2020  
**Agenda Item Number:** 4.D  
**File Number:**20-0580

---

**Type:** decision **Version:** 2 **Status:** Consent Calendar

---

#### **Title**

Approval to Extend Advisory Board, Commission, and Committee Member Terms by One Year

#### **Recommended Action**

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

The General Government Committee recommends extending advisory board, commission and committee member terms that are scheduled to expire March 31, 2021 by one year to March 31, 2022, and also recommends extending all unexpired terms by one year to protect the staggering of board and commission terms.

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

Move to approve extending advisory board, commission and committee member terms scheduled to expire March 31, 2021 by one year to March 31, 2022, and also extending all unexpired terms by one year to protect the staggering of board and commission terms.

#### **Report**

##### **Issue:**

Whether to extend advisory board, commission and committee member terms by one year.

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

Kellie Purce Braseth, Strategic communications Director, 360.753.8361

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

Kellie Purce Braseth, Strategic communications Director

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

Each year, the General Government Committee interviews candidates for vacant seats on the City's Advisory Boards and Commissions and forwards recommendations to the City Council.

At the July 22, 2020, General Government Committee meeting, Staff agreed to update the Committee on the status and changes for the 2021 advisory board recruitment cycle, specifically addressing any changes or adjustments needed due to the ongoing COVID-19 pandemic.

The General Government Committee recommended extending current appointments for a year due to the pandemic and to examine equity in the recruitment process. Staff agreed to forward the Committee's recommendation to the full Council for consideration in October.

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

N/A

**Options:**

N/A

**Financial Impact:**

N/A

**Attachments:**

Proposed 2021 Board and Commission Terms

Advisory Committee Cycle

Advisory Board Recruitment Process

# PROPOSED 2021 BOARD & COMMISSION TERMS

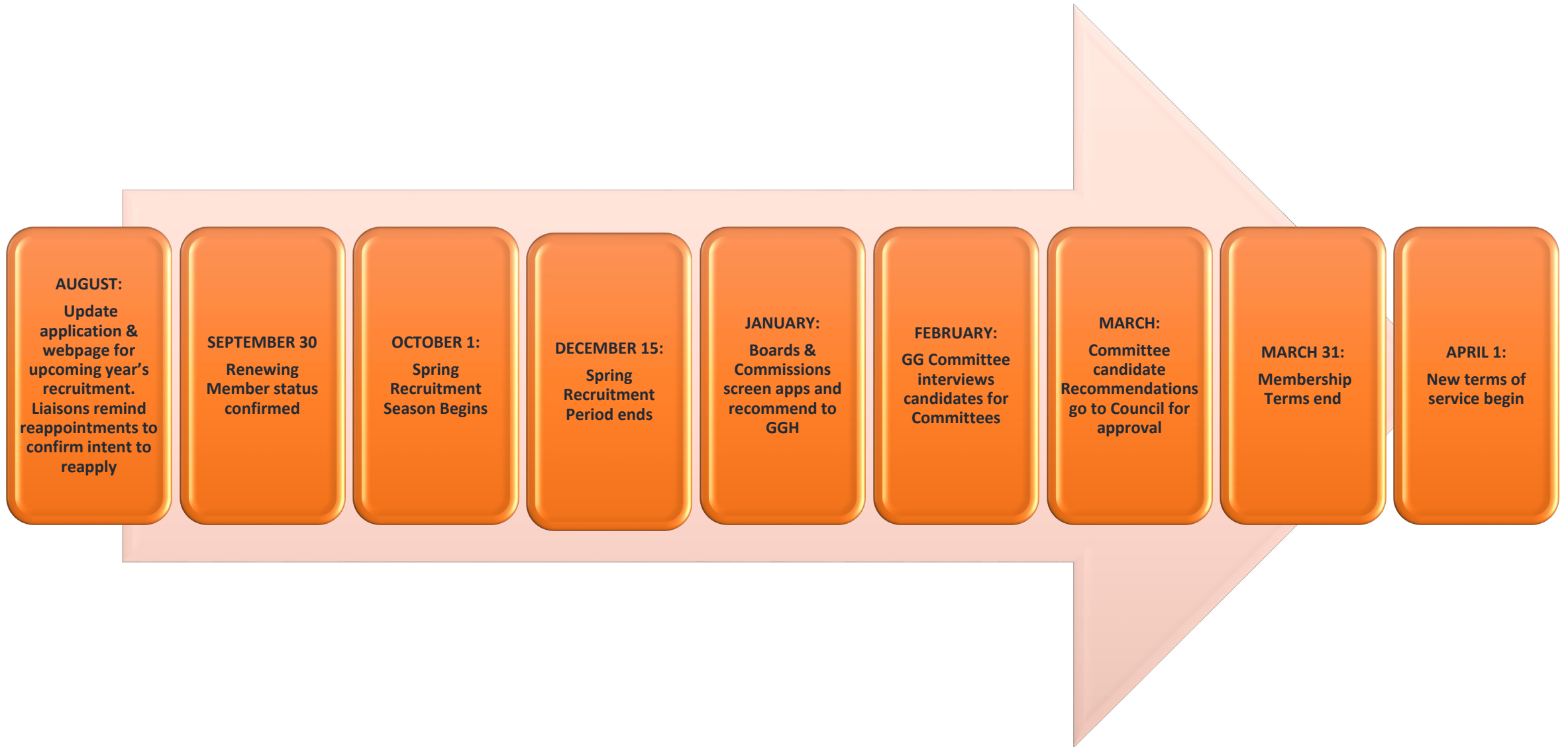
Arts Commission	BPAC	Design Review	Heritage Commission	Home Fund	LTAC	OMPD Advisory	PRAC	Planning Commission	Utility Advisory
POS. #1 2023 J. Burlingame	POS. #1 2022 A. Bremner	POS. #1 2024 C. Bezjak	POS. #1 2024 H. Davies	POS. #? 2022 M. DeBord	POS. #1 2024 Lodging Rep Vacant	POS. #1 2022 PRAC Rep B. Benson	POS. #1 2022 B. Benson	POS. #1 2023 T. Adams	POS. #1 2022 D. Bloom
POS. #2 2022 F. Dobler	POS. #2 2024 R. Brown	POS. #2 Architect 2024 R. Cassel	POS. #2 2024 J. Bieber	POS. #? 2022 T. Soucoup	POS. #2 2022 Agency Rep J. Kiley	POS. #2 2022 At-Large R. Horn	POS. #2 2024 B. Barnes	POS. #2 2024 K. Azegami	POS. #2 2024 M. Bradley
POS. #3 2023 K. Dorgan	POS. #3 2023 B. Bumann	POS. #3 2022 I. Gulden	POS. #3 2022 A. Henley	POS. #? 2023 K. Carter	POS. #3 2022 Lodging Rep M. Payne	POS. #3 2024 PRAC Rep Vacant	POS. #3 2022 K. Guzlas	POS. #3 2022 Y. Huynh	POS. #3 2022 M. Buffo
POS. #4 2024 R. Emerson	POS. #4 2024 A. Ramsey	POS. #4 2022 J. Heinricher	POS. #4 2022 Vacant	POS. #? 2023 L. Vatske	POS. #4 2023 Agency Rep T. Thorning	POS. #4 2024 At-Large J. Reddick	POS. #4 2022 Vacant	POS. #4 2023 T. Burns	POS. #4 2023 D. Krug
POS. #5 2024 T. Grisham	POS. #5 2024 B. Roth	POS. #5 2023 B. Kreem	POS. #5 Historian 2024 K. House	POS. #? 2023 W. Simonsen		POS. #5 2022 At-Large K. Wood	POS. #5 2023 S. Cearns	POS. #5 2024 R. Cunningham	POS. #5 2024 K. Lamson
POS. #6 2023 S. Hicks	POS. #6 2022 J. Riedmayer	POS. #6 Architect 2024 J. LaValle	POS. #6 Architect 2023 G. Miller	POS. #? 2022 Z. Kosuros			POS. #6 2024 B. Milliern	POS. #6 2022 P. Ehlers	POS. #6 2022 A. Schneider
POS. #7 2023 Vacant	POS. #7 2023 J. Tallman	POS. #7 2024 M. McGrath	POS. #7 2024 S. Scott	POS. #? 2024 D. Harris			POS. #7 2023 K. Murillo	POS. #7 2022 C. Millar	POS. #7 2023 C. Stephenson
POS. #8 2023 K. Murray	POS. #8 2024 S. Gacad-Cowan	POS. #8 2022 A. Rush	POS. #8 2023 A. Pareigis	POS. #? 2024 C. Chance			POS. #8 2024 T. Sandy	POS. #8 2024 C. Richmond	POS. #8 2023 E. Vernon
POS. #9 2022 Vacant	POS. #9 2023 B. Yunker Carlson	POS. #9 2023 V. Sorrells	POS. #9 Historian 2022 S. Rohrer	POS. #? 2024 E. Cates			POS. #9 2023 M. Ruth	POS. #9 2023 A. Sauerhoff	POS. #9 2023 R. Wilson
			POS. #10 2023 G. Stedman						
			POS. #11 Architect 2022 S. Swalling						

  = vacancy

  = expiring term



# ADVISORY BOARD RECRUITING PROCESS





## City Council

### Approval of a Resolution Authorizing a Sublease Agreement with Wedell A. Berg, Jr. for a Portion of Percival Landing

**Agenda Date:** 10/6/2020  
**Agenda Item Number:** 4.E  
**File Number:**20-0760

---

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

---

#### Title

Approval of a Resolution Authorizing a Sublease Agreement with Wedell A. Berg, Jr. for a Portion of Percival Landing

#### Recommended Action

##### Committee Recommendation:

Not referred to a committee.

##### City Manager Recommendation:

Move to approve the resolution authorizing the City Manager to execute a sublease agreement with Wedell A. Berg Jr., the owner of One Tree Marina, for a portion of Percival Landing.

#### Report

##### Issue:

Whether to enter into a sublease agreement with Wedell A. Berg Jr., the owner of One Tree Marina, for a portion of the Percival Landing boardwalk area.

##### Staff Contact:

Laura Keehan, Parks, Arts and Recreation Department, Planning & Design Manager, 360.570.5855

##### Presenter(s):

None - Consent Calendar Item.

#### Background and Analysis:

Percival Landing North was originally constructed in 1984, and the boardwalk crosses a number of aquatic lands leases. Wedell A. Berg Jr. is the owner of One Tree Marina and is renewing his aquatic lands lease for another 30 years with the Washington State Department of Natural Resources (DNR). Mr. Berg wishes to sublease a portion of his aquatic lands lease to the City of Olympia for the continued purpose of the Percival Landing boardwalk for a similar 30-year term. Relatedly, Mr. Berg also subleases an adjacent area to Boardwalk Associates, the owner of the Budd Bay Café building.

The sublease allows the City to continue to “construct, place, and maintain upon the Subleased Property a pedestrian boardwalk and other related public park amenities.” There is no fee associated with the sublease because DNR does not charge Mr. Berg for the Percival Landing area.

The sublease acknowledges that sea level rise may necessitate alterations to Percival Landing in the future and that future modifications of the sublease may be required.

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

None identified.

**Options:**

1. Approve the Resolution Authorizing the Sublease Agreement with Wedell A. Berg Jr. and direct the City Manager to sign the Sublease Agreement once Mr. Berg has executed his aquatic lease with DNR.
2. Direct staff to modify the Sublease.
3. Do not approve the Sublease.

**Financial Impact:**

There is no fee associated with this Sublease Agreement, as DNR does not charge a fee to Mr. Berg for the area that is subleased to the City.

**Attachments:**

Resolution and Sublease



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
APPROVING THE SUBLEASE BY AND BETWEEN THE CITY OF OLYMPIA AND WEDELL  
A. BERG, JR. FOR A SUBLEASE OF AQUATIC LANDS LEASE NO. 22-B74352**

**WHEREAS**, Wedell A. Berg, Jr. (Berg) is the Tenant pursuant to Aquatic Lands Lease No. 22-B74352 ("Master Lease"), which commenced on March 29, 1987. The State of Washington, acting through the Department of Natural Resources ("State") is the landlord under the Master Lease; and

**WHEREAS**, for many years, Berg has subleased a portion of the aquatic lands he leases from the State under the Master Lease to Boardwalk Associates, Inc., and the City of Olympia has subleased from Boardwalk Associates, Inc. a portion of those aquatic lands for use as part of the City's Percival Landing facility, including portions of the boardwalk and parking facilities; and

**WHEREAS**, Berg and the State are in the process of negotiating a new Master Lease, which will replace the current Master Lease, and will have a term of 30 years. It is expected that Berg and the State will execute that new Master Lease in late 2020, and that the new Master Lease will have Aquatic Lands Lease No. 22-B74352; and

**WHEREAS**, with Berg and the State executing a new Master Lease, it is necessary for the City to enter into a new sublease for those portions of the Berg aquatic lease area on which the City operates its Percival Landing facilities and it is appropriate for the City to enter into a sublease directly with Berg, rather than subleasing through Boardwalk Associates, Inc.; and

**WHEREAS**, the City and Berg have negotiated and agreed to terms on a new sublease for that portion of Berg's aquatic lease area for the City's Percival Landing facilities. The draft new Sublease is attached hereto as Exhibit A. This new sublease is expected to be executed after Berg's new Master Lease with the State is executed.

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

1. The Olympia City Council hereby approves the form of the new Sublease between the City of Olympia and Wedell A. Berg, Jr. 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 new Sublease, and any other documents necessary to execute said Sublease, and to make any

minor modifications as may be required and are consistent with the intent of the Sublease, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT A

SUBLEASE OF AQUATIC LANDS LEASE NO. 22-B74532

WEDELL A. BERG, JR. ("SUBLESSOR")

AND

CITY OF OLYMPIA ("SUBLESSEE")

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EXHIBIT A: MASTER LEASE

EXHIBIT B: MASTER LEASE AREA AND SUBLEASE AREA MAP

EXHIBIT C: SUBLEASED AREA LEGAL DESCRIPTION

**SUBLEASE OF AQUATIC LANDS LEASE NO. 22-B74532**

**WEDELL A. BERG, JR. ("SUBLESSOR")**

**AND**

**CITY OF OLYMPIA ("SUBLESSEE")**

THIS SUBLEASE OF AQUATIC LANDS LEASE NO. 22-B74532 ("**Sublease**") is effective as of the date of the last signature affixed hereto and is made by and between **WEDELL A. BERG, JR. (BERG)**, an individual, whose address is Dell Berg, #438, 16625 Redmond Way, Suite M, Redmond WA, 98052, ("Sublessor") and the **CITY OF OLYMPIA**, a Washington municipal corporation, whose address is P.O. Box 1967, Olympia, Washington 98507-1967, ("Sublessee") (individually Sublessor and Sublessee are referred to herein as "Party" and collectively as "Parties").

**RECITALS**

- A. Berg is the Tenant pursuant to Aquatic Lands Lease No. 22-B74532, which commenced on \_\_\_\_\_ ("Master Lease"), attached hereto as Exhibit "A". The State of Washington, acting through the Department of Natural Resources ("State") is the landlord under the Master Lease. The Master Lease covers certain State-owned aquatic lands more particularly depicted in Exhibit "B" ("Sublease of Aquatic Lands Lease No. 22-B74532 – Master Lease Area and Sublease Area Map") ("Leased Property").
- B. In consideration of the mutual benefits created in this Sublease and other good and valuable consideration, Sublessor desires to sublease a portion of the Leased Property to Sublessee, and Sublessee desires to sublease that portion of the Leased Property from Sublessor. The portion of the Leased Property to be subleased is more particularly described in Exhibit "C" ("Sublease of Aquatic Lands Lease No. 22-B74532 – Sublease Area Legal Description") ("Subleased Property").
- C. The Subleased Property is being subleased to Sublessee so that Sublessee may construct, place, and maintain upon the Subleased Property a pedestrian boardwalk and other related public park amenities ("Percival Landing Facilities"), all in accord with the design drawings for Percival Landing North.
- D. The Parties recognize that sea level rise may necessitate modifications to Percival Landing Facilities in the future and so modifications to this Sublease may be required in the future. As provided below, the Parties agree in this Sublease to cooperate in good faith in to address the effects of sea level rise on the Percival Landing Facilities and make necessary modification to this Sublease.

**AGREEMENT**

THEREFORE, in consideration of the above recitals and the mutual promises set forth in this Sublease, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **RELATIONSHIP OF THE PARTIES.** Sublessor is a Tenant of the State and no privity of contract exists between Sublessee and State. Sublessor assumes no liability for any willful misconduct,

gross negligence, or negligence of State and Sublessor covenants only to deliver such services, if any, as are provided in this Sublease. Sublessee's sole remedy for Sublessor's failure to deliver such services is rescission of this Sublease. The Sublessee shall observe and follow all lease terms and conditions promulgated by State under the Master Lease, except as otherwise provided in this Sublease.

2. **SUBLEASED PROPERTY.** Sublessor hereby subleases to Sublessee and Sublessee hereby subleases from Sublessor for the Term, as defined below, and upon all of the terms and conditions set forth in this Sublease, the Subleased Property described in Exhibit "C", subject to the terms of the Master Lease, except as otherwise provided in this Sublease. The Subleased Property comprises approximately 0.045 acres and represents approximately 4% of the total Leased Property, 1.10 acres.

3. **TERM.**

a) Term. The term of this Sublease commences on the date of last signature, below, but in no event earlier than the commencement of the Master Lease ("Commencement Date") and ends one day prior to the expiration date of the Master Lease, June 30, 2050, or earlier termination of the Master Lease ("Term").

b) Delay in Commencement. Notwithstanding the Commencement Date, if for any reason Sublessor cannot deliver possession of the Subleased Property to Sublessee on the Commencement Date, Sublessor is not liable therefore, nor does such failure affect the validity of this Sublease or the obligations of Sublessee hereunder. The Term is not extended as a result of any such delay. Sublessee is not obligated to pay the Rent described below until possession of the Subleased Property is tendered to Sublessee. If Sublessor has not delivered possession of the Subleased Property within sixty (60) days from the Commencement Date, Sublessee may, upon providing written notice to Sublessor, cancel this Sublease, in which event the Parties are discharged from all obligations contained in this Sublease.

c) Termination by Sublessor. Sublessor may terminate this Sublease prior to the end of the Term only if Sublessee abandons and no longer uses the Percival Landing Facilities.

d) Termination of Sublease Upon Termination of Master Lease. In the event of termination of the Master Lease, this Sublease terminates effective one day prior to such termination of the Master Lease.

4. **RENT. NONE**

5. **USE.**

a) Sublessor hereby authorizes Sublessee to construct, re-construct, place, and maintain upon the Subleased Property the Percival Landing Facilities, in accordance with the design drawings for Percival Landing North. Upon request from Sublessee, Sublessor will negotiate in good faith a mutually acceptable temporary construction easement to accomplish Sublessee's proposed work. Sublessee agrees to accomplish the work in a manner that does not unreasonably interfere with the use and enjoyment of Sublessor's property or that of any of Sublessor's other tenants. During the term of this Sublease, Sublessor intends to construct, re-construct, place and maintain docks, piers and other facilities in Sublessor's marina. Upon request from Sublessor, Sublessee agrees to negotiate in faith good a mutually acceptable temporary construction easement to accomplish Sublessor's proposed work. Sublessor agrees to accomplish the work in a manner that does not unreasonably interfere with the use and enjoyment of the Subleased Property.

b) Sublessee may use and occupy the Subleased Property only for those purposes of constructing, re-constructing, placing, and maintaining the Percival Landing Facilities. Sublessee may not use the Subleased Property for any other purposes. Any other use or the failure to obtain necessary consents is a material breach of this Sublease.

c) Sublessee shall not do or permit anything to be done in or about the Subleased Property nor bring or keep anything therein that will increase the existing rate for insurance or cause a cancellation of any insurance policy covering the Subleased Property or the Leased Property.

d) Sublessee shall, at Sublessee's expense, comply at all times with all applicable statutes, ordinances, rules, regulations, or other laws during the Term relating to Sublessee's use and occupancy of the Subleased Property. Sublessee shall not use or permit the use of the Subleased Property in any manner that will tend to create waste or a nuisance. Sublessee and Sublessee's employees and contractors shall conduct themselves in a responsible manner, and shall not violate any laws, while on the Subleased Property. Failure to comply with the terms of this paragraph is a material breach of this Sublease.

e) The Subleased Property is to be used for the benefit of the public and Sublessor will not interfere with the right of any member of the public to lawfully use the Percival Landing Facilities.

f) Sublessee shall maintain the Percival Landing Facilities in a reasonable manner and shall make necessary repairs thereto in a timely fashion.

g) Sublessee's occupancy and use of the Subleased Property may not unreasonably interfere with the business of the Sublessor.

h) Sublessor retains the right to maintain and upgrade its existing utility lines and facilities which are currently located on the property.

i) At the request of either party, the Parties will cooperate in good faith to modify this Sublease during the Term as necessary to address the effects of sea level rise on the Leased Property or the Percival Landing Facilities.

6. **CONDITION OF THE SUBLEASED PROPERTY.** Except as expressly provided herein, Sublessor has not and does not make any representation or warranty to Sublessee concerning the physical condition, value, permitted uses, or any other attributes or qualities of the Subleased Property. Sublessee, for itself and its representatives, successors, and assigns accepts the Sublease and takes possession of the Subleased Property in its "AS-IS," "WHERE-IS" condition, and may not make any claim, demand, or notice against Sublessor on account of the condition of the Subleased Property. **IN ENTERING INTO THIS SUBLEASE: (A) SUBLESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATIONS, EXAMINATIONS, AND INSPECTIONS AND THOSE OF SUBLESSEE'S REPRESENTATIVES AND CONSULTANTS, AND ITS OWN JUDGMENT AS TO SUCH MATTERS; (B) SUBLESSEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY, DIRECT OR INDIRECT, MADE BY SUBLESSOR OR ON SUBLESSOR'S BEHALF, ORAL OR WRITTEN, EXPRESS OR IMPLIED, TO SUBLESSEE OR ANY AGENTS, REPRESENTATIVES, OR EMPLOYEES OF SUBLESSEE, WITH RESPECT TO THE CONDITION OF THE SUBLEASED PROPERTY, ITS COMPLIANCE WITH ANY LAWS, ANY RESTRICTIONS RELATED TO THE DEVELOPMENT OF THE SUBLEASED PROPERTY, THE SUITABILITY OF THE SUBLEASED PROPERTY FOR ANY PURPOSES WHATSOEVER, THE APPLICABILITY OF OR COMPLIANCE OF THE SUBLEASED PROPERTY WITH ANY GOVERNMENTAL REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO ZONING, LAND USE, AND ENVIRONMENTAL REQUIREMENTS PERTAINING TO THE SUBLEASED PROPERTY, ANY INCOME, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS, CLAIMS ON OR AFFECTING OR PERTAINING TO THE SUBLEASED PROPERTY,**

**OR TO ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE SUBLEASED PROPERTY OR THIS SUBLEASE; AND (C) SUBLESSEE IS AWARE THAT SUBLESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SUBLEASED PROPERTY.**

Any alterations or improvements to be constructed by Sublessee must be approved by State as set forth in Section 7 of the Master Lease. Any and all Sublessee alterations or improvements, including alterations and improvements existing as of the commencement of the Term of this Sublease, must be removed prior to the end of the Term unless Sublessor and State specifically agree otherwise. Sublessee has no right to make alterations or improvements to any portion of the Subleased Property except as agreed to by Sublessor and as approved by State.

## **7. MASTER LEASE.**

a) Subject to Master Lease. This Sublease is subject to and subordinate to all the provisions, terms, covenants, and conditions of the Master Lease. Sublessee has received and reviewed a copy of the Master Lease. In the event of a conflict between the Master Lease and this Sublease, the terms of the Master Lease control. As between Sublessor and Sublessee the terms, conditions, and respective obligations of Sublessor and Sublessee to each other under this Sublease are the terms and conditions of the Master Lease except for those provisions of the Master Lease that are specifically excluded from or are inconsistent with the terms of the Sublease. Therefore, for the purpose of this Sublease, the term "Tenant" in the Master Lease is deemed to mean "Sublessee" in this Sublease and the term "State" in the Master Lease is deemed to mean "Sublessor" in this Sublease.

b) Master Landlord Consent. Neither Party has any rights or obligations under this Sublease unless and until the written consent of the State for this Sublease in a form acceptable to the Parties is obtained and delivered to Sublessor and Sublessee, if and as required under the Master Lease. If State consent is not obtained by December 31, 2020, then upon notice from either Party to the other delivered prior to the obtaining of State consent, this Sublease terminates. In addition, to the extent the Assumed Master Lease Obligation (defined below) requires Sublessee to obtain the consent or approval of State, those obligations require the consent or approval of both Sublessor and State. Once Sublessor's consent or approval is obtained, Sublessor shall cooperate with Sublessee's efforts to obtain State's consent or approval.

c) Duties and Obligations under Master Lease. Sublessee assumes, agrees to perform, and observe all provisions, terms, covenants, and conditions of Sublessor under the Master Lease as the same relate to the Subleased Property and to Sublessee's use and occupancy of the Subleased Property during the Term, except as may be expressly provided to the contrary herein (collectively, the assumed obligations are referred to herein as the "Assumed Master Lease Obligations").

d) Master Lease Time Periods. When, pursuant to the Assumed Master Lease Obligations, Sublessee is required to perform some act or to make some payment within a given number of days after an event, in each such instance the given number of days is reduced by the lesser of (a) one-half of the number of days specified in the Master Lease; or (b) five business days, so that Sublessor has an opportunity (but not an obligation) to cure any default of Sublessee under the Assumed Master Lease Obligations before a default occurs under the Master Lease. If the resulting number of days is not a whole number, it is rounded up to the nearest whole number of days.

e) No Knowledge of Default under Master Lease. Sublessor warrants and represents that Sublessor has received no notice of, and has no knowledge of, any default or material breach by Sublessor of any of its obligations under the Master Lease.

f) Modifications of Master Lease. Sublessor agrees to refrain from entering into any amendment to or modification of the Master Lease that would unreasonably conflict with or limit the rights granted to Sublessee by this Sublease, unless required by the State as a condition of continuing the Master Lease.

g) State's Obligations. Sublessor's only obligation to Sublessee with respect to the enforcement of State's obligations under the Master Lease is to use Sublessor's good faith efforts to do so, but Sublessor may elect not to enforce its right under the Master Lease without incurring any liability to Sublessee whatsoever if enforcing such rights, in the reasonable judgment of Sublessor, would be detrimental to the overall relationship between Sublessor and State.

h) Sublessee's Obligations. Sublessee shall hold Sublessor free and harmless of and from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees arising out of Sublessee's failure to comply with or perform Sublessee's obligations hereunder.

i.) Transfer of Master Lease. This Sublease is an encumbrance on Sublessor's Master Lease. Should Sublessor move to convey or transfer its leasehold interest under the Master Lease, it shall notify Sublessee of its intention to do so at least twenty (20) days prior to executing said conveyance or transfer. Furthermore, any such conveyance or transfer must include as a condition thereof a provision that the conveyance or transferee is bound by the terms of this Sublease.

j.) Other subleases. Sublessor shall not further sublease the Leased Property in a manner or to an extent which interferes with the use of the Subleased Property by Sublessee or the general public under this Sublease.

8. **ASSIGNMENT AND SUBLETTING.** Sublessee may not assign, mortgage, pledge, hypothecate, or otherwise encumber this Sublease, or any interest herein or any right or privilege appurtenant hereto. Sublessee may not sublet all or any portion of the Subleased Property. Any assignment, transfer, or sublease made in violation of this Section is void. Any such subletting or assignment of this Sublease or the Subleased Property is a material breach of this Sublease and results in an immediate termination of the Sublease.

9. **ENTRY AND INSPECTIONS.** Sublessor may enter the Subleased Property at any time to inspect the Subleased Property. Sublessor is not liable in any manner for any inconvenience, disturbance, loss of business, nuisance, interference with quiet enjoyment, or other damage arising out of Sublessor's entry on the Subleased Property as provided in this section, except damage, if any, resulting from the negligence or willful misconduct of Sublessor or its authorized representatives.

10. **INDEMNIFICATION.**

- a) Indemnification of Sublessor: Sublessee shall hold Sublessor harmless from any claims arising from Sublessee's use and occupancy of the Subleased Property or from any activity permitted by Sublessee in or about the Subleased Property, and any claims arising from any breach or default in Sublessee's performance of any obligation under



the terms of this Sublease or the Master Lease. If any action or proceeding is brought by reason of any such claim in which Sublessor is named as a Party, Sublessee shall defend Sublessor therein at Sublessee's expense by counsel reasonably satisfactory to Sublessor. Sublessor and its agents are not liable for any damage to property, nor for loss or damage to any property by theft or damage, nor from any injury to or damage to persons or property resulting from any cause whatsoever, unless caused by or due to the negligence or willful misconduct of Sublessor, its agents or employees.

b) Indemnification of State:

(1) Sublessee shall indemnify, defend, and hold harmless State, its employees, officials, officers, and agents from any Claim arising out of the Permitted Use of the Subleased Property, any Claim arising out of activities related to the Permitted Use of the Subleased Property, and any Claim arising out of the use, occupation, or control of the Subleased Property by Sublessee, its, contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees to the fullest extent permitted by law and subject to the limitations provided below.

(2) "Claim" as used in this Paragraph 10. b) means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys' fees), fines, penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to the Property, diminution in value, and/or damages resulting from loss of use of the Property.

(3) State shall not require Sublessee to indemnify, defend, and hold harmless State, its employees, officials, officers, and agents for a Claim caused solely by or resulting solely from the negligence or willful act of State, its employees, officials, officers, or agents.

(4) Sublessee specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW in connection with its obligation to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents. Further, Sublessee's obligation under this Sublease to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents is not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the worker's compensation acts.

(5) Only to the extent RCW 4.24.115 applies and requires such a limitation, if a Claim is caused by or results from the concurrent negligence of (a) State or State's employees, officials, officers, or agents, and (b) the Sublessee or Sublessee's agents or employees, these indemnity provisions are valid and enforceable only to the extent of the negligence of the Sublessee and those acting on its behalf.

(6) Section 8 of the Master Lease, Environmental Liability/Risk Allocation, exclusively govern Sublessee's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold harmless State for Hazardous Substances.

**11. INSURANCE.**

a) Sublessee assumes the risk of damage to any fixtures, goods, inventory, merchandise, equipment, improvements, and Sublessor is not liable for injury to Sublessee's business or any loss of income relative to such damage. The Sublessee shall, at all times during the Term, and at its own cost, procure and continue in force insurance coverage in accordance with the terms of the Master Lease. Sublessee shall deliver to Sublessor prior to occupancy of the Subleased Property copies of the policies of insurance required of sublessor under the terms of the Master Lease, and naming Sublessor and State as additional named insureds.

b) Waiver of Subrogation. As long as their respective insurers so permit, Sublessor and Sublessee each hereby waive any and all rights of recovery against the other for any loss or damage occasioned to such waiving Party or its property of others under its control to the extent that such loss or damage is insured against under any fire or extended coverage insurance policy that either may have in force at the time of such loss or damage. Each Party shall obtain any special endorsement, if required by their insurer, to evidence compliance with this waiver.

**12. SUBLESSOR'S REMEDIES UPON DEFAULT.**

Except as expressly otherwise provided in this Sublease, if Sublessee:

a) fails to deliver possession of the Subleased Property upon termination of this Sublease in the condition it is required to be delivered under the terms of the Master Lease upon the expiration or earlier termination of the Master Lease;

b) defaults under the Assumed Master Lease Obligations as the same may be modified by the terms of this Sublease;

c) fails to pay any Annual Rent within five (5) business after the same is due or fails to pay any other sum payable under this Sublease or the Master Lease when due; or

d) fails to perform or observe any other covenant, term, provision, or condition of this Sublease, which failure continues for ten (10) business days after written notice from Sublessor to Sublessee describing such failure, then in each instance,

Sublessee shall be in default under this Sublease and Sublessor shall be entitled to all the right and remedies available to State under the Master Lease following an event of default by the tenant thereunder and to any other rights and remedies available to a landlord under applicable law.

**13.** This paragraph intentionally omitted.

**14. ATTORNEY'S FEES.** If either Party brings an action to enforce the terms of this Sublease or to otherwise declare rights hereunder, the substantially prevailing Party in said action, on trial and appeal, shall be entitled to recover reasonable attorneys' fees, expert fees, and other costs from the non-prevailing Party(s) as fixed by the Court.

15. **WAIVER.** No failure of the either Party to enforce any term of this Sublease may be deemed to be a waiver.

16. **NOTICES.** Any notice that either Party hereto may, or is required to, give must be given by mailing the same to:

SUBLESSOR: WEDELL A. BERG  
  
Dell Berg #438  
  
16625 Redmond Way, Suite M  
  
Redmond, WA 98052

SUBLESSEE: CITY OF OLYMPIA  
  
P.O. Box 1967  
  
Olympia, WA 98507-1967

Each Party shall notify the other promptly of any change in address. The additional provisions of Notice in the Master Lease control.

17. **RECORDING.** Sublessee shall record this Sublease in accordance with the terms of the Master Lease and shall provide such recording information to Sublessor and State upon completion.

18. **SEVERABILITY.** If a court concludes that any provision of this Sublease is invalid or unenforceable, the remainder remains valid and enforceable according to its terms. Each and every provision of this Sublease that provides for a limitation of liability, disclaimer of warranties, or exclusions of damages is intended by the Parties to be severable and independent of any other provision and to be enforced as such. Further, if any remedy under this Sublease is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth in this Section remains in full force and effect.

19. **ENTIRE AGREEMENT.** This Sublease expresses the Parties' entire understanding and agreement as to the subject matter, and there are no other warranties, representations, covenants, or understandings made by either Party to the other. This Sublease supersedes, terminates, and otherwise renders null and void any and all prior agreements or contracts, whether written or oral, entered into between Sublessee and Sublessor with respect to the matters expressly set forth in this Sublease.

THIS Sublease requires the signature of all Parties and is executed as of the date of the last signature below.

**SUBLESSEE:  
CITY OF OLYMPIA**

*I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Sublease Agreement, I am authorized to execute the same, I know the contents thereof, and I sign the same as my free act and deed.*

---

Steven J. Burney  
City Manager  
Dated: \_\_\_\_\_

Approved as to Form

---

Deputy City Attorney

**SUBLESSOR:  
WEDELL A. BERG, JR.**

*I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Sublease Agreement, I am authorized to execute the same, I know the contents thereof, and I sign the same as my free act and deed.*

---

Weddell A. Berg, Jr.  
Dated: \_\_\_\_\_

EXHIBIT A

**THIS DRAFT DOES NOT CONSTITUTE AN OFFER  
NOR A COMMITMENT TO EXTEND AN OFFER**

When recorded, return to:  
Wedell A. Berg Jr.  
Attn: 438  
16625 Redmond Way Ste M  
Redmond, WA 98052



HILARY S. FRANZ  
COMMISSIONER OF PUBLIC LANDS

**AQUATIC LANDS LEASE**

**Lease No. 22-B74532**

Grantor: Washington State Department of Natural Resources  
Grantee(s): Wedell A. Berg, Jr.  
Legal Description: SW1/4 NW1/4, Section 14, Township 18 North, Range 2 West, W.M.  
Complete Legal Description on Page 36  
Auditor Reference Number: 4701732  
Assessor's Property Tax Parcel or Account Number: Not Applicable  
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this lease: Not Applicable

THIS LEASE is between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and WEDELL A. BERG, JR, a single individual ("Tenant").

**BACKGROUND**

Tenant desires to lease a portion of the aquatic lands commonly known as Budd Inlet, which is a harbor area located in Thurston County, Washington, from State, and State desires to lease the Property to Tenant pursuant to the terms and conditions of this Lease. State has authority to enter Aquatic Lands Lease

**THIS DRAFT DOES NOT CONSTITUTE AN OFFER  
NOR A COMMITMENT TO EXTEND AN OFFER**

into this Lease under Chapter 43.12, Chapter 43.30 and Title 79 of the Revised Code of Washington (RCW).

THEREFORE, the Parties agree as follows:

**SECTION 1 PROPERTY**

**1.1 Property Defined.**

- (a) State leases to Tenant and Tenant leases from State the real property described in Exhibit A together with all the rights of State, if any, to improvements on and easements benefiting the Property, but subject to the exceptions and restrictions set forth in this Lease (collectively the “Property”).
- (b) This Lease is subject to all valid interests of third parties noted in the records of Thurston County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.
- (c) This Lease does not include a right to harvest, collect, or damage natural resources, including aquatic life or living plants; water rights; mineral rights; or a right to excavate or withdraw sand, gravel, or other valuable materials.
- (d) State reserves the right to grant easements and other land uses on the Property to others when the easement or other land uses will not interfere unreasonably with the Permitted Use.

**1.2 Survey and Property Descriptions.**

- (a) Tenant warrants that the legal description provided in Exhibit A is a true and accurate description of the Property boundaries and the Improvements already existing on the Property. Tenant’s obligation to provide a true and accurate description of the Property boundaries is a material term of this Lease
- (b) Tenant’s use or occupancy of any state-owned aquatic lands outside the Property boundaries is a material breach of this Lease and State may seek remedies under Section 14 of this Lease in addition to any other remedies afforded by law or equity or otherwise.

**1.3 Inspection.** State makes no representation regarding the condition of the Property, improvements located on the Property, the suitability of the Property for Tenant’s Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Property, or the existence of hazardous substances on the Property. Tenant inspected the Property and accepts it “AS IS.”

**SECTION 2 USE**



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NOR A COMMITMENT TO EXTEND AN OFFER**

**2.1 Permitted Use.** Tenant shall use the Property for a commercial marina, a two-story commercial office building/restaurant, and public access (the "Permitted Use"), and for no other purpose. Exhibit B includes additional details about the Permitted Use, the Property, and Improvements. The Permitted Use of this Lease shall not be changed or modified without the written consent of State which shall be at State's sole discretion.

**2.2 Restrictions on Permitted Use and Operations.** The following limitations and requirements apply to the Property and adjacent state-owned aquatic land. Tenant's compliance with the following does not limit Tenant's liability under any other provision of this Lease.

- (a) Tenant shall not cause or permit:
  - (1) Damage to natural resources,
  - (2) Waste, or
  - (3) Deposit of material, unless approved by State in writing. This prohibition includes deposit of fill, rock, earth, ballast, wood waste, refuse, garbage, waste matter, pollutants of any type, or other matter.
- (b) Nothing in this Lease shall be interpreted as an authorization to dredge the Property.
- (c) If pressure washing or cleaning any equipment, machinery, or floating or fixed structures, Tenant shall avoid scouring the substrate and damaging any aquatic land and vegetation. Tenant shall also comply with the following limitations:
  - (1) If equipment contains or is covered with petroleum based products: (1) Tenant shall not pressure wash such equipment in or over the water and (2) all wash water must be contained and taken to an approved treatment facility.
  - (2) Tenant shall collect or sweep up non-organic debris accumulations on structures resulting from pressure washing and properly dispose of such debris in an upland location.
  - (3) Tenant shall pressure wash using only clean water. Tenant shall not use or add to the pressure washing unit any detergents or other cleaning agents.
  - (4) Tenant shall pressure wash painted structures using appropriate filter fabric to control and contain paint particles generated by the pressure washing.
  - (5) Tenant shall avoid damage caused by propeller wash from vessels.
  - (6) Tenant shall not allow moorage or anchorage of vessels in water shallower than seven (7) feet at the extreme low tide, and shall not allow vessels to come in contact with underlying tidelands or bedlands (commonly referred to as "grounding out") at any time.
- (d) Tenant shall not construct new bulkheads or place hard bank armoring.
- (e) Tenant shall not construct or install new covered moorage or boat houses.
- (f) Tenant shall incorporate best management practices for marinas to prevent release of chemical contaminants, wastewater, garbage, and other pollutants. As of the Commencement Date, current best management practices for marinas are set forth in Pollution Prevention for Washington State Marinas, available at

**THIS DRAFT DOES NOT CONSTITUTE AN OFFER  
NOR A COMMITMENT TO EXTEND AN OFFER**

<https://wsg.washington.edu/wordpress/wp-content/uploads/marina-handbook.pdf>. If this Lease, the Department of Natural Resources, Department of Ecology, or any other governmental entity that has jurisdiction over the Property establishes different standards, Tenant shall meet the most protective standard.

**2.3 Conformance with Laws.** Tenant shall, at all times, keep current and comply with all conditions and terms of permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding Tenant's use or occupancy of the Property.

**2.4 Liens and Encumbrances.** Unless expressly authorized by State in writing, Tenant shall keep the Property free and clear of liens or encumbrances arising from the Permitted Use or Tenant's occupancy of the Property.

**2.5 Residential Uses Prohibited.** Residential uses, as defined by WAC 332-30-106(62), are not permitted on the Property.

### SECTION 3 TERM

**3.1 Term Defined.** The term of this Lease is Thirty (30) years (the "Term"), beginning on the 1st day of August, 2020 (the "Commencement Date"), and ending on the 31st day of July, 2050 (the "Termination Date"), unless terminated sooner under the terms of this Lease. Whenever the phrase "termination of this Lease" or "termination of the Lease" is used in this Lease, it shall refer to the ending, termination, cancellation, or expiration of the Lease.

**3.2 Renewal of the Lease.** This Lease does not provide a right of renewal. Tenant may apply for a new lease, which State has discretion to grant or deny. Tenant must apply for a new lease at least one (1) year prior to Termination Date.

**3.3 End of Term.**

**(a)** Removal of Improvements and Personal Property: Prior to the termination of this Lease, Tenant shall remove Improvements and Personal Property in accordance with Section 7, Improvements.

**(b)** Restoration of Property:

- (1) Prior to the termination of this Lease, Tenant shall restore the Property to its condition before the installation of any Improvements on the Property.
- (2) This restoration is to be done at Tenant's expense and to the satisfaction of State. Restoration of the Property is considered to be Work, as described in Section 7 of the Lease. Tenant's plans for restoring the Property shall be submitted to State for prior approval in accordance with Section 7 of this Lease.
- (3) If Tenant fails to restore the condition of the Property as required by this Paragraph, State may take steps reasonably necessary to remedy Tenant's

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failure. Upon demand by State, Tenant shall pay all costs of State's remedy, including but not limited to the costs of removing and disposing of material deposited on the Property, lost revenue resulting from the condition of the Property, and administrative costs associated with State's remedy.

- (c) Vacation of Property: Upon the termination of this Lease, Tenant shall cease all operations on and use of the Property and surrender the Property to State.

### **3.4 Holdover.**

(a) If Tenant remains in possession of the Property after the Termination Date, and State has not notified Tenant that Tenant must vacate the Property, in the absence of a new lease agreement between State and Tenant, the following terms apply: Tenant's occupancy will be a month-to-month tenancy, on terms identical to the terms of this Lease, except that either Party may terminate the tenancy on thirty (30) days' written notice. The month-to-month occupancy will not be an extension or renewal of the Term.

(1) The monthly rent during the month-to-month tenancy will be the same rent that would be due if the Lease were still in effect and all adjustments in rent were made in accordance with its terms.

(2) Payment of more than the monthly rent will not be construed to create a periodic tenancy longer than month-to-month. If Tenant pays more than the monthly rent and State provides notice to vacate the property, State shall refund the amount of excess payment remaining after the Tenant ceases occupation of the Property.

- (b) If State notifies Tenant to vacate the Property and Tenant fails to do so within the time set forth in the notice, Tenant will be a trespasser and shall owe State all amounts due under RCW 79.02.300 or other applicable laws.

## **SECTION 4 RENT**

### **4.1 Annual Rent.**

(a) The Annual Rent is based on the use classification of Tenant's Permitted Use of the Property and the square footage of each use classification, as set forth in Exhibit A.

(b) Until adjusted as set forth below, Tenant shall pay to State an annual rent of Seventeen Thousand Seven Hundred Thirteen Dollars and Thirty-Eight Cents (\$17,713.38) consisting of Six Thousand Three Hundred Fifty-Eight Dollars and Ninety-Eight Cents (\$6,358.98) related to the water-dependent use and Eleven Thousand Three Hundred Fifty-Four Dollars and Forty Cents (\$11,354.40) related to the nonwater-dependent use.

(c) The annual rent, as it currently exists or as adjusted or modified (the "Annual Rent"), is paid in quarterly installments, each of which is equal to one-fourth (1/4) of the then current Annual Rent. The first installment, in the amount of Four

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Thousand Four Hundred Twenty-Eight Dollars and Thirty-Four Cents (\$4,428.34), is due and payable in full on or before the Commencement Date and subsequent installments shall be due and payable in full on or before the same day of each third month thereafter. Any payment not paid by State's close of business on the date due is past due.

- (d) **Public Use and Access.** This Lease allows for free or reduced rent for areas that meet the requirements of RCW 79.105.230 and WAC 332-30-131. If Tenant's use of these areas cease to meet the requirements for free or reduced rent in RCW 79.105.230 and WAC 332-30-131, State will charge Tenant water-dependent rent for using these areas.

**4.2 Payment Place.** Tenant shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

**4.3 Adjustment Based on Change in Use Classification.** Neither the use classification nor the square footage of a use classification shall be changed without the prior written consent of State. If the use classification or the square footage of a use classification is changed, the Annual Rent shall be adjusted based on the revised use classification or square footage of each use classification.

**4.4 Rent Adjustment Procedures.**

- (a) **Notice of Rent Adjustment.** State shall provide notice of adjustments to the Annual Rent allowed under Paragraphs 4.5(b) and 4.6(b) to Tenant in writing no later than ninety (90) days after the anniversary date of the Lease.
- (b) If State fails to provide the notice required in Paragraph 4.4(a), State shall not collect the adjustment amount for the year in which State failed to provide notice. Upon providing notice of adjustment, State may adjust and prospectively bill Annual Rent as if missed or waived adjustments had been implemented at the proper interval. This includes the implementation of any inflation adjustment.

**4.5 Rent Adjustments for Water Dependent Uses**

- (a) **Inflation Adjustment.** State shall adjust water dependent rent annually pursuant to RCW 79.105.200-.360, except in those years in which State revalues the rent under Paragraph 4.5(b) below. This adjustment will be effective on the anniversary of the Commencement Date.
- (b) **Revaluation of Rent.** At the end of the first four year period of the Term, and at the end of each subsequent four year period, State shall revalue the water dependent Annual Rent in accordance with RCW 79.105.200-.360.
- (c) **Rent Cap.** State shall increase rent incrementally in compliance with RCW 79.105.260 as follows: If application of the statutory rent formula for water dependent uses would result in an increase in the rent attributable to such uses of more than fifty percent (50%) in any one year, State shall limit the actual increase implemented in such year to fifty percent (50%) of the then-existing rent. In subsequent, successive years, State shall increase the rental amount incrementally

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until State implements the full amount of increase as determined by the statutory rent formula.

**4.6 Rent Adjustments for Nonwater Dependent Uses**

- (a) Inflation Adjustment. State shall adjust nonwater-dependent rent annually on the Commencement Date, except in those years in which State revalues the rent under Paragraph 4.6(b) below. Adjustment is based on the percentage rate of change in the previous calendar year's Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, for the Seattle-Tacoma-Bellevue Metropolitan Statistical Area, All Urban Consumers, all items 1982-84 = 100. If publication of the Consumer Price Index is discontinued, State shall use a reliable governmental or other nonpartisan publication evaluating the information used in determining the Consumer Price Index.
- (b) Revaluation of Rent. At the end of the first four-year period of the Term, and at the end of each subsequent four-year period, State shall revalue the nonwater dependent Annual Rent to reflect the then-current fair market rent.

**SECTION 5 OTHER EXPENSES**

**5.1 Utilities.** Tenant shall pay all fees charged for utilities required or needed by the Permitted Use.

**5.2 Taxes and Assessments.** Tenant shall pay all taxes (including leasehold excise taxes), assessments, and other governmental charges applicable or attributable to the Property, Tenant's leasehold interest, the Improvements, or Tenant's use and enjoyment of the Property.

**5.3 Right to Contest.** If in good faith, Tenant may contest any tax or assessment at its sole cost and expense. At the request of State, Tenant shall furnish reasonable protection in the form of a bond or other security, satisfactory to State, against loss or liability resulting from such contest.

**5.4 Proof of Payment.** If required by State, Tenant shall furnish to State receipts or other appropriate evidence establishing the payment of amounts this Lease requires Tenant to pay.

**5.5 Failure to Pay.** If Tenant fails to pay any of the amounts due under this Lease, State may pay the amount due, and recover its cost in accordance with Section 6.

**SECTION 6 LATE PAYMENTS AND OTHER CHARGES**

**6.1 Failure to Pay Rent.** If Tenant fails to pay rent when due under this Lease, State may seek remedies under Section 14 as well as late charges and interest as provided in this Section 6.

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**6.2 Late Charge.** If State does not receive full rent payment within ten (10) days of the date due, Tenant shall pay to State a late charge equal to four percent (4%) of the unpaid amount or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay.

**6.3 Interest Penalty for Past Due Rent and Other Sums Owed.**

(a) Tenant shall pay interest on the past due rent at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Rent not paid by the close of business on the due date will begin accruing interest the day after the due date.

(b) If State pays or advances any amounts for or on behalf of Tenant, Tenant shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Tenant of the payment or advance. This includes, but is not limited to, State's payment of taxes, assessments, insurance premiums, costs of removal and disposal of materials or Improvements under any provision of this Lease, or other amounts not paid when due.

**6.4 Referral to Collection Agency and Collection Agency Fees.** If State does not receive full payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Tenant shall pay collection agency fees in addition to the unpaid amount.

**6.5 No Accord and Satisfaction.** If Tenant pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. State may accept payment in any amount without prejudice to State's right to recover the balance or pursue any other right or remedy. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

**6.6 No Counterclaim, Setoff, or Abatement of Rent.** Except as expressly set forth elsewhere in this Lease, Tenant shall pay rent and all other sums payable by Tenant without the requirement that State provide prior notice or demand. Tenant's payment is not subject to counterclaim, setoff, deduction, defense or abatement.

## SECTION 7 IMPROVEMENTS

**7.1 Improvements Defined.**

(a) "Improvements," consistent with RCW 79.105 through 79.140, are additions within, upon, or attached to the land. This includes, but is not limited to, fill, structures, bulkheads, docks, pilings, and other fixtures.

(b) "Personal Property" means items that can be removed from the Property without (1) injury to the Property, adjacent state-owned aquatic lands, or Improvements or



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- (2) diminishing the value or utility of the Property, adjacent state-owned aquatic lands, or Improvements.
- (c) “State-Owned Improvements” are Improvements made or owned by the State of Washington. State-Owned Improvements includes any construction, alteration, or addition to State-Owned Improvements made by Tenant.
- (d) “Tenant-Owned Improvements” are Improvements authorized by State and (1) made by Tenant (2) acquired by Tenant from the prior tenant, (3) made by subtenants on the Property, or (4) acquired by a subtenant from Tenant or a prior subtenant or tenant.
- (e) “Unauthorized Improvements” are Improvements made on the Property without State’s prior consent or Improvements made by Tenant that do not conform to plans submitted to and approved by State.

**7.2 Existing Improvements.** On the Commencement Date, the following Improvements are located on the Property: a gangway, three (3) floating docks, twenty-seven (27) finger floats, pilings, a portion of an elevated boardwalk, and a portion of a two-story building. The gangway, three floating docks, twenty-seven finger floats and all pilings not associated with the boardwalk and building are State-Owned Improvements. The boardwalk, the pilings associated with the boardwalk, and the two-story building are Tenant-Owned Improvements. State-Owned Improvements that are removed and replaced in accordance with the terms of this Lease shall become Tenant-Owned Improvements upon their replacement.

**7.3 Construction, Major Repair, Modification, and Other Work.**

- (a) This Paragraph 7.3 governs construction, alteration, replacement, major repair, modification, and removal of Improvements (“Work”).
- (b) Except in an emergency, Tenant shall not conduct Work, without State’s prior written consent. Tenant shall obtain State’s prior written consent as follows:
- (1) Tenant shall submit to State plans and specifications describing the proposed Work at least sixty (60) days before submitting permit applications to regulatory authorities unless Tenant and State otherwise agree to coordinate permit applications. At a minimum, or if no permits are necessary, Tenant shall submit plans and specifications at least ninety (90) days before commencement of Work.
  - (2) State may deny consent if State determines that denial is in the best interest of the State of Washington or if proposed Work does not comply with Paragraphs 7.4 and 11.3. State may impose additional conditions reasonably intended to protect and preserve the Property.
  - (3) State will not approve plans to construct new Improvements or expand existing Improvements in or over habitats designated by State as important habitat, including, but not limited to: native aquatic vegetation, commercial geoduck tracts, forage fish spawning areas, and salmon critical habitat. Tenant shall confirm location of important habitat on

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Property, if any, with State before submitting plans and specifications in accordance with Paragraph 7.3.

- (c) Tenant shall immediately notify State of emergency Work. Upon State's request, Tenant shall provide State with plans and specifications or as-builts of emergency Work.
- (d) Tenant shall not commence or authorize Work until Tenant or Tenant's contractor has:
  - (1) Obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction. Tenant or Tenant's contractor shall maintain the performance and payment bond until the costs of the Work, including all laborers and material persons, are paid in full.
  - (2) Obtained all required permits.
- (e) Before completing Work, Tenant shall remove all debris and restore the Property to an orderly and safe condition. If Work is for removal of Improvements at End of Term, Tenant shall restore the Property in accordance with Paragraph 3.3, End of Term.
- (f) Upon completing Work, Tenant shall promptly provide State with as-built plans and specifications. State may also require Tenant to obtain an updated record of survey showing the Property boundaries and the as-built location of all Improvements on the Property.
- (g) State shall not charge rent for authorized Improvements installed by Tenant during this Term of this Lease, but State may charge rent for such Improvements when and if Tenant or successor obtains a subsequent use authorization for the Property and State has waived the requirement for Improvements to be removed as provided in Paragraph 7.5.

#### **7.4 Standards for Work.**

- (a) Applicability of Standards for Work.
  - (1) The standards for Work in Paragraph 7.4(b) apply to Work commenced in the five year period following the Commencement Date. Work commences when State approves plans and specifications.
  - (2) If Tenant commences Work five years or more after the Commencement Date, Tenant shall comply with State's then current standards for Work.
  - (3) Tenant may ascertain State's current standards for Work as follows:
    - (i) Before submitting plans and specifications for State's approval as required by Paragraph 7.3 of the Lease, Tenant shall request State to provide Tenant with then current standards for Work on State-owned Aquatic Lands.
    - (ii) Within thirty (30) days of receiving Tenant's request, State shall provide Tenant with current standards for Work, which will be effective for the purpose of State's approval of Tenant's proposed Work provided Tenant submits plans and specifications for State's approval within two (2) years of Tenant's request for standards.

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- (iii) If State does not timely provide current standards upon Tenant's request, the standards under Paragraph 7.4(b) apply to Tenant's Work provided Tenant submits plans and specifications as required by Paragraph 7.3 within two (2) years of Tenant's request for standards.
  - (iv) If Tenant fails to (1) make a request for current standards or (2) timely submit plans and specifications to State after receiving current standards, Tenant shall make changes in plans or Work necessary to conform to current standards for Work upon State's demand.
- (b) Standards for Work.
  - (1) Tenant shall not install skirting on any overwater structure.
  - (2) Tenant shall only conduct in-water Work during time periods authorized for such work under WAC 220-660-330, Authorized Work Times in Saltwater Areas, or as otherwise directed by the Washington Department of Fish and Wildlife (WDFW), United States Fish and Wildlife Service (USFWS), or National Marine Fisheries Service (NMFS).
  - (3) Tenant shall install grating on new floats, piers, wharves, fingers, docks, decks, fixed docks, and/or gangways as follows: For floats, fingers, and docks, Tenant shall install unobstructed grating on at least fifty percent (50%) of the surface area; grating material must have at least sixty percent (60%) functional open space or forty percent (40%) or greater multi-directional open space. For gangways, piers, wharves, decks, and fixed docks, Tenant shall install grating on one hundred percent (100%) of the surface area; grating material must have at least sixty percent (60%) functional open space or forty percent (40%) or greater multi-directional open space.
  - (4) Tenant shall not allow new floating structures to come in contact with underlying tidelands or bedlands ("ground out"). Tenant must either (1) locate all new floating structures in water too deep to permit grounding out or (2) install stoppers sufficient to prevent grounding, keeping the bottom of the structure above the level of the substrate.

**7.5 Tenant-Owned Improvements at End of Lease.**

- (a) Removal of Tenant-Owned Improvements upon termination.
  - (1) Tenant shall remove Tenant-Owned Improvements in accordance with Paragraph 7.3 upon the termination of the Lease unless State waives the requirement for removal.
  - (2) Tenant-Owned Improvements remaining on the Property after the termination of the Lease shall become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership.

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- (3) If Tenant-Owned Improvements remain on the Property after the termination of the Lease without State's consent, State may remove all Improvements and Tenant shall pay State's costs.
- (b) Conditions Under Which State May Waive Removal of Tenant-Owned Improvements.
  - (1) State may waive removal of any Tenant-Owned Improvements whenever State determines that it is in the best interests of the State and regardless of whether Tenant enters into a new lease for the Property.
  - (2) If Tenant re-leases the Property, State may waive requirement to remove Tenant-Owned Improvements. State also may consent to Tenant's continued ownership of Tenant-Owned Improvements.
  - (3) If Tenant does not enter into a new lease for the Property, State may waive requirement to remove Tenant-Owned Improvements upon consideration of a timely request from Tenant, as follows:
    - (i) Tenant must notify State at least one (1) year before the Termination Date of its request to leave Tenant-Owned Improvements.
    - (ii) State, within ninety (90) days of receiving Tenant's notification, will notify Tenant whether State consents to any Tenant-Owned Improvements remaining. State has no obligation to grant consent.
    - (iii) State's failure to respond to Tenant's request to leave Improvements within ninety (90) days is a denial of the request.
- (c) Tenant's Obligations if State Waives Removal.
  - (1) Tenant shall not remove Tenant-Owned Improvements if State waives the requirement for removal of any Tenant-Owned Improvements.
  - (2) Tenant shall maintain such Tenant-Owned Improvements in accordance with this Lease until the termination of the Lease. Tenant is liable to State for cost of repair if Tenant causes or allows damage to Tenant-Owned Improvements State has designated to remain.

**7.6 Unauthorized Improvements.**

- (a) Unauthorized Improvements belong to State, unless State elects otherwise.
- (b) The placement of Unauthorized Improvements on the Property is a default of the Lease. State may require removal of any or all Unauthorized Improvements. If State requires removal of Unauthorized Improvements and Tenant fails to remove Unauthorized Improvements, State may remove Unauthorized Improvements and Tenant shall pay for the cost of removal and disposal.
- (c) In addition to requiring removal of Unauthorized Improvements, State may charge Tenant a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until the time the Unauthorized Improvements are removed.
- (d) If State consents to Unauthorized Improvements remaining on the Property, upon State's consent, the Unauthorized Improvements will be treated as Tenant-Owned

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Improvements and the removal and ownership of such Improvements shall be governed by Paragraph 7.5. If State consents to the Unauthorized Improvements remaining on the Property, State may charge a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until State consents.

**7.7 Personal Property.**

- (a) Tenant retains ownership of Personal Property unless Tenant and State agree otherwise in writing.
- (b) Tenant shall remove Personal Property from the Property by the termination of the Lease. Tenant is liable for damage to the Property and Improvements resulting from removal of Personal Property.
- (c) State may sell or dispose of all Personal Property left on the Property after the termination of the Lease.
  - (1) If State conducts a sale of Personal Property, State shall first apply proceeds to State's costs of removing the Personal Property, State's costs in conducting the sale, and any other payment due from Tenant to State. State shall pay the remainder, if any, to the Tenant. Tenant shall be liable for any costs of removing the Personal Property and any costs of conducting the sale that exceed the proceeds received by State.
  - (2) If State disposes of Personal Property, Tenant shall pay for the cost of removal and disposal.

**7.8 Disposition of State-Owned Improvements.**

- (a) Tenant shall remove State-Owned Improvements in accordance with Paragraph 7.3 by the termination of this Lease unless State waives the requirement for removal.
- (b) If Tenant enters into a new Lease, State may waive requirement for Tenant to remove State-Owned Improvements.
- (c) If Tenant fails to remove State-Owned Improvements, State may remove all Improvements and Tenant shall pay the costs of removal and disposal.

**SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION**

**8.1 Definitions.**

- (a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup.
- (b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any law described in Paragraph 8.1(a).
- (c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances;

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the standard of care applicable under the Washington State Model Toxics Control Act (“MTCA”), Chapter 70.105D RCW.

- (d) “Tenant and affiliates” when used in this Section 8 means Tenant or Tenant’s subtenants, contractors, agents, employees, guests, invitees, licensees, affiliates, or any person on the Property with the Tenant’s permission.
- (e) “Liabilities” as used in this Section 8 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys’ fees and disbursements), penalties, or judgments.

## **8.2 General Conditions.**

- (a) Tenant’s obligations under this Section 8 extend to the area in, on, under, or above:
  - (1) The Property; and
  - (2) Adjacent state-owned aquatic lands if affected by a release of Hazardous Substances that occurs as a result of the Permitted Use.
- (b) Standard of Care.
  - (1) Tenant shall exercise the utmost care with respect to Hazardous Substances.
  - (2) Tenant shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law.

## **8.3 Current Conditions and Duty to Investigate.**

- (a) State makes no representation about the condition of the Property or adjacent state-owned aquatic lands. Hazardous Substances may exist in, on, under, or above the Property.
- (b) This Lease does not impose a duty on State to conduct investigations or supply information to Tenant about Hazardous Substances.
- (c) Tenant is responsible for conducting all appropriate inquiry and gathering sufficient information about the existence, scope, and location of Hazardous Substances on or near the Property necessary for Tenant to meet Tenant’s obligations under this Lease and utilize the Property for the Permitted Use.

## **8.4 Use of Hazardous Substances.**

- (a) Tenant and affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.
- (b) Tenant shall not undertake, or allow others to undertake by Tenant’s permission, acquiescence, or failure to act, activities that result in a release or threatened release of Hazardous Substances.
- (c) If use of Hazardous Substances related to Tenant’s use or occupancy of the Property results in violation of law:
  - (1) Tenant shall submit to State any plans for remedying the violations, and



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- (2) Tenant shall implement any remedial measures to restore the Property or natural resources that State may require in addition to remedial measures required by regulatory authorities.
- (d) At a minimum, Tenant and affiliates shall observe the following Hazardous Substances operational standards. If the Washington Department of Ecology, U.S. Environmental Protection Agency (EPA) or other regulatory agency establishes different standards applicable to Tenant's activities under the Permitted Use, Tenant shall meet the standard that provides greater protection to the environment.
  - (1) Tenant shall not allow work on overwater structures or vessels without protective measures to prevent discharge of toxins to the water, including:
    - (i) Tenant shall not cause or allow underwater hull scraping and other underwater removal of paints.
    - (ii) Tenant shall not cause or allow underwater refinishing work from boats or temporary floats unless permitted by an industrial National Pollutant Discharge Elimination System (NPDES) permit.
    - (iii) Tenant shall not cause or allow above the waterline boat repairs or refinishing in-water except if limited to decks and superstructures and less than 25 percent (25%) of a boat is repaired or refinished in-water per year.
    - (iv) Tenant shall use and require others to use tarps and other dust, drip and spill containment measures when repairing or refinishing boats in water.
  - (2) Tenant shall not store or allow others to store fuel tanks, petroleum products, hydraulic fluid, machinery coolants, lubricants and chemicals not in use in locations above the water surface.
  - (3) Tenant shall inspect all equipment using petroleum products, hydraulic fluids, machinery coolants, chemicals, or other toxic or deleterious materials on a monthly basis and immediately make all repairs necessary to stop leakage. Tenant shall document the monthly inspections and repairs and keep such documentation for the duration of the Lease. Within thirty (30) days of a request by State, Tenant shall make any requested documentation of monthly inspections available to State.
  - (4) Tenant shall maintain a supply of oil spill containment materials adequate to contain a spill from the largest vessel in use on the Property.

**8.5 Management of Contamination, if any.**

- (a) Tenant and affiliates shall not undertake activities that:
  - (1) Damage or interfere with the operation of remedial or restoration activities, if any;
  - (2) Result in human or environmental exposure to contaminated sediments, if any;
  - (3) Result in the mechanical or chemical disturbance of on-site habitat mitigation, if any.

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- (b) If requested, Tenant shall allow reasonable access to:
  - (1) Employees and authorized agents of the EPA , the Washington State Department of Ecology, health department, or other similar environmental agencies; and
  - (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Property. Tenant may negotiate an access agreement with such parties, but Tenant may not unreasonably withhold such agreement.

**8.6 Notification and Reporting.**

- (a) Tenant shall immediately notify State if Tenant becomes aware of any of the following:
  - (1) A release or threatened release of Hazardous Substances;
  - (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of Hazardous Substances;
  - (3) Any lien or action arising from Hazardous Substances;
  - (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;
  - (5) Any notification from the EPA or the Washington State Department of Ecology that remediation or removal of Hazardous Substances is or may be required at the Property.
- (b) Tenant's duty to report under Paragraph 8.6(a) extends to lands described in Paragraph 8.2(a) and to any other property used by Tenant in conjunction with the Property if a release of Hazardous Substances on the other property could affect the Property.
- (c) Tenant shall provide State with copies of all documents Tenant submits to any federal, state or local authorities concerning environmental impacts or proposals relative to the Property. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollutant Discharge Elimination System permits; U.S. Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality Certifications; Shoreline Substantial Development permits; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Property.

**8.7 Indemnification.**

- (a) Tenant shall fully indemnify, defend, and hold harmless State from and against Liabilities that arise out of, or relate to:
  - (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property;
  - (2) The release or threatened release of any Hazardous Substance resulting from any act or omission of Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property.

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- (b) Tenant shall fully indemnify, defend, and hold harmless State for Liabilities that arise out of or relate to Tenant's breach of obligations under Paragraph 8.5.
- (c) If Tenant fails to exercise care as described in Paragraph 8.2(b)(2), to the extent permitted by law, Tenant shall fully indemnify, defend, and hold harmless State from and against Liabilities arising from the acts or omissions of third parties in relation to the release or threatened release of Hazardous Substances.

**8.8 Reservation of Rights.**

- (a) For Liabilities not covered by the indemnification provisions of Paragraph 8.7, the Parties expressly reserve and do not waive any rights, claims, immunities, causes of action, or defenses relating to Hazardous Substances that either Party may have against the other under law.
- (b) The Parties expressly reserve all rights, claims, immunities, and defenses that either Party may have against third parties. Nothing in this Section 8 benefits or creates rights for third parties.
- (c) The allocations of risks, Liabilities, and responsibilities set forth in this Section 8 do not release either Party from or affect the liability of either Party for Hazardous Substances claims or actions by regulatory agencies.

**8.9 Cleanup.**

- (a) If Tenant's act, omission, or breach of obligation under Paragraph 8.4 results in a release of Hazardous Substances that exceeds the threshold limits of any applicable regulatory standard, Tenant shall, at Tenant's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law.
- (b) Tenant may undertake a cleanup of the Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Tenant cooperates with the Department of Natural Resources in development of cleanup plans. Tenant shall not proceed with Voluntary Cleanup without the Department of Natural Resources approval of final plans. Nothing in the operation of this provision is an agreement by the Department of Natural Resources that the Voluntary Cleanup complies with any laws or with the provisions of this Lease. Tenant's completion of a Voluntary Cleanup is not a release from or waiver of any obligation for Hazardous Substances under this Lease.

**8.10 Sampling by State, Reimbursement, and Split Samples.**

- (a) State may enter the Property and conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Property at any time to determine the existence, scope, or effects of Hazardous Substances.
- (b) If such Tests, along with any other information, demonstrate a breach of Tenant's obligations regarding Hazardous Substances under this Lease, Tenant shall promptly reimburse State for all costs associated with the Tests, provided State gave Tenant thirty (30) calendar days advance notice in nonemergencies and reasonably practical notice in emergencies.

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- (c) In nonemergencies, Tenant is entitled to obtain split samples of Test samples, provided Tenant gives State written notice requesting split samples at least ten (10) calendar days before State conducts Tests. Upon demand, Tenant shall promptly reimburse State for additional cost, if any, of split samples.
- (d) If either Party conducts Tests on the Property, the conducting Party shall provide the other Party with validated final data and quality assurance/quality control/chain of custody information about the Tests within sixty (60) calendar days of a written request by the other party, unless Tests are part of a submittal under Paragraph 8.6(c) in which case Tenant shall submit data and information to State without written request by State. Neither party is obligated to provide any analytical summaries or the work product of experts.

## SECTION 9 ASSIGNMENT AND SUBLETTING

**9.1 State Consent Required.** Tenant shall not sell, convey, mortgage, assign, pledge, sublease, or otherwise transfer, or encumber any part of Tenant's interest in this Lease or the Property without State's prior written consent, which shall be at State's sole discretion.

- (a) In determining whether to consent, State may consider, among other items, the proposed transferee's financial condition, business reputation, and experience, the nature of the proposed transferee's business, the then-current value of the Property, and such other factors as may reasonably bear upon the suitability of the transferee as a tenant of the Property. State may refuse its consent to any conveyance, transfer, or encumbrance if it will result in a subdivision of the leasehold. Tenant shall submit information regarding any proposed transferee to State at least thirty (30) days prior to the date of the proposed transfer.
- (b) State reserves the right to condition its consent upon:
  - (1) Changes in the terms and conditions of this Lease, including, but not limited to, the Annual Rent; and/or
  - (2) The agreement of Tenant or transferee to conduct Tests for Hazardous Substances on the Property or on other property owned or occupied by Tenant or the transferee.
- (c) Each permitted transferee shall assume all obligations under this Lease, including the payment of rent. No assignment, sublet, or transfer shall release, discharge, or otherwise affect the liability of Tenant. Tenant shall remain liable for the full and complete performance, satisfaction, and compliance with the terms of this Lease.
- (d) State's consent under this Paragraph 9.1 does not constitute a waiver of any claims against Tenant for the violation of any term of this Lease.

**9.2 Rent Payments Following Assignment.** The acceptance by State of the payment of rent following an assignment or other transfer does not constitute consent to any assignment or transfer.

**9.3 Terms of Subleases.**

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- (a) Tenant shall submit the terms of all subleases to State for prior approval.
- (b) Tenant shall incorporate the following requirements in all subleases:
  - (1) The sublease must be consistent with and subject to all the terms and conditions of this Lease;
  - (2) The sublease must provide that this Lease controls if the terms of the sublease conflict with the terms of this Lease;
  - (3) The term of the sublease (including any period of time covered by a renewal option) must end before the Termination Date of the initial Term or any renewal term;
  - (4) The sublease must terminate if this Lease terminates for any reason;
  - (5) The subtenant must receive and acknowledge receipt of a copy of this Lease;
  - (6) The sublease must prohibit the prepayment to Tenant by the subtenant of more than three months rent;
  - (7) The sublease must identify the rental amount subtenant is to pay to Tenant;
  - (8) The sublease must provide that there is no privity of contract between the subtenant and State;
  - (9) The sublease must require removal of the subtenant's Improvements and Personal Property upon termination of the sublease;
  - (10) The subtenant's permitted use must be within the scope of the Permitted Use;
  - (11) The sublease must require the subtenant to meet the Indemnification requirements under Section 10;
  - (12) The sublease must require the subtenant to meet the Insurance requirements under Section 10 unless State agrees in writing to exempt a subtenant from this requirement;
  - (13) The sublease must require the subtenant to comply with the Financial Security requirements under Section 10 unless State agrees in writing to exempt a subtenant from this requirement;
  - (14) If the sublease includes moorage of a vessel, the sublease must require the subtenant to procure marine insurance as set forth in Paragraph 10.2(c)(4) of this Lease.

**9.4 Short-Term Subleases of Moorage Slips and Office Building Units.** Short-term subleasing of moorage slips for a term of one year or less and short-term sub-subleases of units within the office building for a term of one year or less do not require State's prior approval pursuant to Paragraphs 9.1 or 9.3(a); however, all such sublease and sub-sublease agreements shall meet the sublease requirements in Paragraph 9.3(b).

## SECTION 10 INDEMNITY, INSURANCE, FINANCIAL SECURITY

### 10.1 Indemnity.

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- (a) Tenant shall indemnify, defend, and hold harmless State, its employees, officials, officers, and agents from any Claim arising out of the Permitted Use, any Claim arising out of activities related to the Permitted Use, and any Claim arising out of the use, occupation, or control of the Property by Tenant, its subtenants, contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees to the fullest extent permitted by law and subject to the limitations provided below.
- (b) "Claim" as used in this Paragraph 10.1 means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys' fees), fines, penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to the Property, diminution in value, and/or damages resulting from loss of use of the Property.
- (c) State shall not require Tenant to indemnify, defend, and hold harmless State, its employees, officials, officers, and agents for a Claim caused solely by or resulting solely from the negligence or willful act of State, its employees, officials, officers, or agents.
- (d) Tenant specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW in connection with its obligation to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents. Further, Tenant's obligation under this Lease to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents shall not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the worker's compensation acts.
- (e) Only to the extent RCW 4.24.115 applies and requires such a limitation, if a Claim is caused by or results from the concurrent negligence of (a) State or State's employees, officials, officers, or agents, and (b) the Tenant or Tenant's subtenants, agents, or employees, these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the Tenant and those acting on its behalf.
- (f) Section 8, Environmental Liability/Risk Allocation, exclusively shall govern Tenant's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold harmless State for Hazardous Substances.

## **10.2 Insurance Terms.**

- (a) Insurance Required.
  - (1) At its own expense, Tenant, or Tenant's contractor(s) where permitted in Paragraph 10.3, shall procure and maintain during the Term of this Lease, the insurance coverages and limits described in this Paragraph 10.2 and in Paragraph 10.3, Insurance Types and Limits. State may terminate this Lease if Tenant fails to maintain required insurance.



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- (2) Unless State agrees to an exception, Tenant shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of A.M. Best's Insurance Reports. Tenant may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.
- (3) All general liability, excess, umbrella, and pollution legal liability insurance policies must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as an additional insured by way of endorsement.
- (4) All property insurance, builder's risk insurance and equipment breakdown insurance must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as a loss payee.
- (5) All insurance provided in compliance with this Lease must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
- (b) Waiver.
  - (1) Tenant waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Lease covers these damages.
  - (2) Except as prohibited by law, Tenant waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this lease.
- (c) Proof of Insurance.
  - (1) Tenant shall provide State with a certificate(s) and endorsement(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Lease; and, if requested, copies of policies to State.
  - (2) The certificate(s) of insurance must reference the Lease number.
  - (3) Receipt of such certificates, endorsements or policies by State does not constitute approval by State of the terms of such policies.
  - (4) For all moorage agreements issued by the Tenant that are entered into or renewed after June 12, 2014, Tenant shall require all vessels except transient vessels to provide proof of marine insurance that provides coverage at liability limits of at least three hundred thousand dollars (\$300,000) per occurrence and includes, at a minimum, general liability, legal liability, and pollution liability coverage. To the extent not already included in the general, legal, and pollution liability coverage of a vessel owner, Tenant shall also require the vessel owner to provide proof of coverage for fuel spills, hull damage, wreck removal, salvage, and injuries to passengers and crew of the vessel. Failure to comply with the insurance requirements as outlined in RCW 88.26.030 shall cause Tenant to assume



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secondary liability under RCW 79.100.060 for any derelict or abandoned vessel as defined in RCW 79.100.010 located on the Property.

- (d) State must receive written notice before cancellation or non-renewal of any insurance required by this Lease, as follows:
  - (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.
  - (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State twenty (20) days' advance notice of cancellation or non-renewal.
- (e) Adjustments in Insurance Coverage.
  - (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.
  - (2) Tenant shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.
- (f) If Tenant fails to procure and maintain the insurance described above within fifteen (15) days after Tenant receives a notice to comply from State, State may either:
  - (1) Deem the failure an Event of Default under Section 14 and terminate the Lease without giving Tenant any further opportunity to cure, or
  - (2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Tenant shall pay to State the full amount paid by State, together with interest at the rate provided in Paragraph 6.3 from the date of State's notice of the expenditure until Tenant's repayment.
- (g) General Terms.
  - (1) State does not represent that coverage and limits required under this Lease are adequate to protect Tenant.
  - (2) Coverage and limits do not limit Tenant's liability for indemnification and reimbursements granted to State under this Lease.
  - (3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to property first to restore the real property covered by this Lease, then to pay the cost of the reconstruction, then to pay the State any sums in arrears, and then to Tenant.

### **10.3 Insurance Types and Limits.**

- (a) General Liability Insurance.
  - (1) Tenant shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of Tenant's use, occupation, or control of the Property and, if necessary, commercial umbrella insurance with a limit of not less than Two Million

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Dollars (\$2,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the “each occurrence” limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the “each occurrence” limit.

- (2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.
- (3) MGL insurance must have no exclusions for non-owned watercraft.
- (b) Workers’ Compensation.
  - (1) State of Washington Workers’ Compensation.
    - (i) Tenant shall comply with all State of Washington workers’ compensation statutes and regulations. Tenant shall provide workers’ compensation coverage for all employees of Tenant. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with Tenant’s use, occupation, and control of the Property.
    - (ii) If Tenant fails to comply with all State of Washington workers’ compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Tenant shall indemnify State. Indemnity shall include all fines; payment of benefits to Tenant, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
  - (2) Longshore and Harbor Workers’ and Jones Acts. Longshore and Harbor Workers’ Act (33 U.S.C. Section 901 *et seq.*) and/or the Jones Act (46 U.S.C. Section 688) may require Tenant to provide insurance coverage in some circumstances. Tenant shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with law. Tenant is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (c) Employers’ Liability Insurance. Tenant shall procure employers’ liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident and One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- (d) Property Insurance.
  - (1) Tenant shall buy and maintain property insurance covering all real property and fixtures, equipment, tenant improvements and betterments

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(regardless of whether owned by Tenant or State). Such insurance must be written on an all risks basis and, at minimum, cover the perils insured under ISO Special Causes of Loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles. Any coinsurance requirement in the policy must be waived.

- (2) Tenant shall buy and maintain equipment breakdown insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State) from loss or damage caused by the explosion of equipment, fired or unfired vessels, electric or steam generators, electrical arcing, or pipes.

- (3) In the event of any loss, damage, or casualty that is covered by one or more of the types of insurance described above, the Parties shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which State shall hold in trust, including interest earned by State on such proceeds, for use according to the terms of this Lease. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

- (4) When sufficient funds are available, using insurance proceeds described above, the Parties shall continue with reasonable diligence to prepare plans and specifications for, and thereafter carry out, all work necessary to:

- (i) Repair and restore damaged building(s) and/or Improvements to their former condition, or
- (ii) Replace and restore damaged building(s) and/or Improvements with a new building(s) and/or Improvements on the Property of a quality and usefulness at least equivalent to or more suitable than, damaged building(s) and/or Improvements.

(e) **Builder's Risk Insurance.**

- (1) Tenant shall procure and maintain in force, or require its contractor(s) to procure and maintain in force, builder's risk insurance on the entire work during the period construction is in progress and until completion of the project and acceptance by State. Such insurance must be written on a completed form and in an amount equal to the value of the completed building and/or Improvements, subject to subsequent modifications to the sum. The insurance must be written on a replacement cost basis. The insurance must name Tenant, all contractors, and all subcontractors in the work as insured.

- (2) Insurance described above must cover or include the following:
- (i) All risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse;
  - (ii) The entire work on the Property, including reasonable compensation for architect's services and expenses made necessary by an insured loss;

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- (iii) Portions of the work located away from the Property but intended for use at the Property, and portions of the work in transit;
  - (iv) Scaffolding, falsework, and temporary buildings located on the Property; and
  - (v) The cost of removing debris, including all demolition as made legally necessary by the operation of any law, ordinance, or regulation.
- (3) Tenant or Tenant's contractor(s) is responsible for paying any part of any loss not covered because of application of a deductible contained in the policy described above.
- (4) Tenant or Tenant's contractor(s) shall buy and maintain equipment breakdown insurance covering insured objects during installation and until final acceptance by permitting authority. If testing is performed, such insurance must cover such operations. The insurance must name Tenant, all contractors, and subcontractors in the work as insured.

#### **10.4 Financial Security.**

- (a) At its own expense, Tenant shall procure and maintain during the Term of this Lease a corporate security bond or provide other financial security that State, at its option, may approve ("Security"). Tenant shall provide Security in an amount equal to Forty-One Thousand Dollars (\$41,000.00), which secures Tenant's performance of its obligations under this Lease, with the exception of the obligations under Section 8, Environmental Liability/Risk Allocation. Tenant's failure to maintain the Security in the required amount during the Term constitutes a breach of this Lease.
- (b) All Security must be in a form acceptable to State.
- (1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports, unless State approves an exception in writing. Tenant may submit a request to the risk manager for the Department of Natural Resources for an exception to this requirement.
- (2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*
- (3) Savings account assignments, if approved by State, must allow State to draw funds at will.
- (c) Adjustment in Amount of Security.
- (1) State may require an adjustment in the Security amount:
- (i) At the same time as revaluation of the Annual Rent,
  - (ii) As a condition of approval of assignment or sublease of this Lease,
  - (iii) Upon a material change in the condition or disposition of any Improvements, or
  - (iv) Upon a change in the Permitted Use.

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- (2) Tenant shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.

(d) Upon any default by Tenant in its obligations under this Lease, State may collect on the Security to offset the liability of Tenant to State. Collection on the Security does not (1) relieve Tenant of liability, (2) limit any of State's other remedies, (3) reinstate the Lease or cure the default or (4) prevent termination of the Lease because of the default.

## SECTION 11 MAINTENANCE AND REPAIR

**11.1 State's Repairs.** State shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about the Property, or any part thereof, during the Term.

**11.2 Tenant's Repairs, Alteration, Maintenance and Replacement.**

- (a) Tenant shall, at its sole cost and expense, keep and maintain the Property and all Improvements in good order and repair, in a clean, attractive, and safe condition.
- (b) Tenant shall, at its sole cost and expense, make any and all additions, repairs, alterations, maintenance, replacements, or changes to the Property or to any Improvements on the Property that may be required by any public authority having jurisdiction over the Property and requiring it for public health, safety and welfare purposes.
- (c) Except as provided in Paragraph 11.2(d), all additions, repairs, alterations, replacements or changes to the Property and to any Improvements on the Property shall be made in accordance with, and ownership shall be governed by, Section 7, above.
- (d) Routine maintenance and repair are acts intended to prevent a decline, lapse, or cessation of the Permitted Use and associated Improvements. Routine maintenance or repair that does not require regulatory permits does not require authorization from State pursuant to Section 7.

**11.3 Limitations.** The following limitations apply whenever Tenant conducts maintenance, repair, or replacement. The following limitations also apply whenever Tenant conducts Work on the Property.

- (a) Tenant shall not use or install treated wood on decks, pilings, or any other structure at any location above or below water, except that Tenant may use Ammoniacal Copper Zinc Arsenate (ACZA) treated wood for above water structural framing. Tenant shall never use Chromated Copper Arsenate (CCA), Alkaline Copper Quaternary (ACQ), or creosote-treated wood at any location.
- (b) Tenant shall not use or install tires (for example, floatation or fenders) at any location above or below water.

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- (c) Tenant shall install only floatation material encapsulated in a shell resistant to ultraviolet radiation and abrasion. The shell must be capable of preventing breakup and loss of floatation material into the water.

## **SECTION 12 DAMAGE OR DESTRUCTION**

### **12.1 Notice and Repair.**

- (a) In the event of any damage to or destruction of the Property or any Improvements, Tenant shall immediately notify State, with subsequent written notice to State within five (5) days.
- (b) Unless otherwise agreed in writing, Tenant shall promptly reconstruct, repair, or replace the Property and Improvements in accordance with Paragraph 7.3, Construction, Major Repair, Modification, and Other Work and Tenant's additional obligations in Exhibit B, if any.

**12.2 State's Waiver of Claim.** State does not waive any claims for damage or destruction of the Property unless State provides written notice to Tenant of each specific claim waived.

**12.3 Insurance Proceeds.** Tenant's duty to reconstruct, repair, or replace any damage or destruction of the Property or any Improvements on the Property is not conditioned upon the availability of any insurance proceeds to Tenant from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

**12.4 Rent in the Event of Damage or Destruction.** Unless the Parties agree to terminate this Lease, there is no abatement or reduction in rent during such reconstruction, repair, and replacement.

**12.5 Default at the Time of Damage or Destruction.** If Tenant is in default under the terms of this Lease at the time damage or destruction occurs, State may elect to terminate the Lease and State then shall have the right to retain any insurance proceeds payable as a result of the damage or destruction.

## **SECTION 13 CONDEMNATION**

### **13.1 Definitions.**

- (a) "Taking" means that an entity authorized by law exercises the power of eminent domain, either by judgment, settlement in lieu of judgment, or voluntary conveyance in lieu of formal court proceedings, over all or any portion of the Property and Improvements. This includes any exercise of eminent domain on any portion of the Property and Improvements that, in the judgment of the State, prevents or renders impractical the Permitted Use.



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- (b) “Date of Taking” means the date upon which title to the Property or a portion of the Property passes to and vests in the condemner or the effective date of any order for possession if issued prior to the date title vests in the condemner.

**13.2 Effect of Taking.** If there is a taking, the Lease terminates proportionate to the extent of the taking. If this Lease terminates in whole or in part, Tenant shall make all payments due and attributable to the taken Property up to the date of taking. If Tenant has pre-paid rent and Tenant is not in default of the Lease, State shall refund Tenant the pro rata share of the pre-paid rent attributable to the period after the date of taking.

**13.3 Allocation of Award.**

- (a) The Parties shall allocate the condemnation award based upon the ratio of the fair market value of (1) Tenant’s leasehold estate and Tenant-Owned Improvements and (2) State’s interest in the Property; the reversionary interest in Tenant-Owned Improvements, if any; and State-Owned Improvements, if any.
- (b) If Tenant and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

## SECTION 14 DEFAULT AND REMEDIES

**14.1 Default Defined.** Tenant is in default of this Lease on the occurrence of any of the following:

- (a) Failure to pay rent or other expenses when due;
- (b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
- (c) Failure to comply with any other provision of this Lease;
- (d) Commencement of bankruptcy proceedings by or against Tenant or the appointment of a trustee or receiver of Tenant’s property.

**14.2 Tenant’s Right to Cure.**

- (a) A default becomes an “Event of Default” if Tenant fails to cure the default within the applicable cure period following State’s written notice of default. Upon an Event of Default, State may seek remedies under Paragraph 14.3.
- (b) Unless expressly provided elsewhere in this Lease, the cure period is sixty (60) days.
- (c) For nonmonetary defaults not capable of cure within sixty (60) days, Tenant may submit a reasonable alternative cure schedule for State’s approval, which State has discretion to grant or deny. The default is not an Event of Default if State approves the alternative schedule and Tenant cures the default in accordance with the approved alternative cure schedule.



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- (d) State may elect to deem a default by Tenant as an Event of Default if the default occurs within six (6) months after a default by Tenant for which State has provided notice and opportunity to cure and regardless of whether the first and subsequent defaults are of the same nature.

### **14.3 Remedies.**

- (a) Upon an Event of Default, State may terminate this Lease and remove Tenant by summary proceedings or otherwise.
- (b)** State's Rights to Cure Tenant's Defaults.
- (1) If an Event of Default occurs, State may, without terminating this Lease, remedy the default (in whole or in part) on behalf of Tenant at Tenant's expense. Tenant shall pay State all costs, expenses, fees, and damages incurred by State in connection therewith.
  - (2) If Tenant is in default under the terms of the Lease, and State determines that such default poses an imminent threat of injury or damage to persons or property, State may enter the Property and take actions to eliminate, mitigate, or remedy the imminent threat at Tenant's expense. On demand by State, Tenant shall pay State the amount of all costs, expenses, and fees incurred by State in connection therewith.
  - (3) The rights given to State under Paragraph 14.3(b)(1)-(2) shall neither impose a duty on State nor excuse any failure on Tenant's part to comply with any term, covenant, or condition of this Lease.
- (c) Without terminating this Lease, State may relet the Property on any terms and conditions as State may decide are appropriate.
- (1) State shall apply rent received by reletting: (1) to the payment of any indebtedness other than rent due from Tenant to State; (2) to the payment of any cost of such reletting; (3) to the payment of the cost of any alterations and repairs to the Property; and (4) to the payment of rent and leasehold excise tax due and unpaid under this Lease. State shall hold and apply any balance to Tenant's future rent as it becomes due.
  - (2) Tenant is responsible for any deficiency created by the reletting during any month and shall pay the deficiency monthly.
  - (3) At any time after reletting, State may elect to terminate this Lease for the previous Event of Default.
- (d) State's reentry or repossession of the Property under Paragraph 14.3 is not an election to terminate this Lease or cause a forfeiture of rents or other charges Tenant is obligated to pay during the balance of the Term, unless (1) State gives Tenant written notice of termination or (2) a legal proceeding decrees termination.
- (e)** The remedies specified under this Paragraph 14.3 are not exclusive of any other remedies or means of redress to which State is lawfully entitled for Tenant's default or threatened default of any provision of this Lease.

**THIS DRAFT DOES NOT CONSTITUTE AN OFFER  
NOR A COMMITMENT TO EXTEND AN OFFER**

**SECTION 15 ENTRY BY STATE**

**15.1 Right to Enter The Property**

- (a) State and persons authorized by State may, without notice to Tenant, enter the Property and any Improvements on the Property at any reasonable hour to inspect the Property and Improvements, to inspect for compliance with the terms of this Lease, to monitor impacts to habitat, to survey habitat and species, enforce the terms of the Lease, or to exercise any right of State under the Lease or the law.
- (b) State and persons authorized by State, may enter the Property and any Improvements at any time without notice in the case of an imminent threat of injury or damage to persons or property or to prevent waste on the Property.

**15.2 Disclaimer.** State's failure to inspect the Property does not constitute a waiver of any rights or remedies under this Lease. The rights given to State under this Section 15 do not impose, nor does State assume by reason thereof, any responsibility for the care, maintenance, or supervision of the Property or any part thereof.

**15.3 Right to Enter Tenant's Land.** Tenant leases from the City of Olympia the uplands and aquatic lands adjacent to the Property. Tenant grants State and persons authorized by State permission to cross these uplands and aquatic lands adjacent to the Property.

**SECTION 16 DISCLAIMER OF QUIET ENJOYMENT**

**16.1 No Guaranty or Warranty.**

- (a) State believes that this Lease is consistent with the Public Trust Doctrine and that none of the third-party interests identified in Paragraph 1.1(b) will materially or adversely affect Tenant's right of possession and use of the Property, but State makes no guaranty or warranty to that effect.
- (b) State disclaims and Tenant releases State from any claim for breach of any implied covenant of quiet enjoyment. This disclaimer and release includes, but is not limited to, interference arising from exercise of rights under the Public Trust Doctrine; Treaty rights held by Indian Tribes; and the general power and authority of State and the United States with respect to aquatic lands and navigable waters.
- (c) Tenant is responsible for determining the extent of Tenant's right to possession and for defending Tenant's leasehold interest.

**16.2 Eviction by Third-Party.** If a third-party evicts Tenant, this Lease terminates as of the date of the eviction. In the event of a partial eviction, Tenant's rent obligations abate as of the date of the partial eviction, in direct proportion to the extent of the eviction; this Lease shall remain in full force and effect in all other respects.

**SECTION 17 NOTICE AND SUBMITTALS**

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Following are the locations for delivery of notice and submittals required or permitted under this Lease. Any Party may change the place of delivery upon ten (10) days' written notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES  
Aquatic Resources Division  
950 Farman Avenue North  
Enumclaw, WA 98022

Tenant: Dell Berg Attn: 438  
16625 Redmond Way Ste M  
Redmond, WA 98052

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Lease number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

## **SECTION 18 MISCELLANEOUS**

**18.1 Authority.** Tenant and the person or persons executing this Lease on behalf of Tenant represent that Tenant is qualified to do business in the State of Washington, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon State's request, Tenant shall provide evidence satisfactory to State confirming these representations.

**18.2 Successors and Assigns.** Subject to the limitations set forth in Section 9, this Lease binds and inures to the benefit of the Parties, their successors, and assigns.

**18.3 Headings.** The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.

**18.4 Entire Agreement.** This Lease, including the exhibits, attachments, and addenda, if any, contains the entire agreement of the Parties. This Lease merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Property.

**18.5 Waiver.**

**(a)** The waiver of any breach or default of any term, covenant, or condition of this Lease is not a waiver of such term, covenant, or condition; of any subsequent

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breach or default of the same; or of any other term, covenant, or condition of this Lease. State's acceptance of a payment is not a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.

- (b) The renewal of the Lease, extension of the Lease, or the issuance of a new lease to Tenant, does not waive State's ability to pursue any rights or remedies under the Lease.

**18.6 Cumulative Remedies.** The rights and remedies of State under this Lease are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

**18.7 Time is of the Essence.** TIME IS OF THE ESSENCE as to each and every provision of this Lease.

**18.8 Language.** The word "Tenant" as used in this Lease applies to one or more persons and regardless of gender, as the case may be. If there is more than one Tenant, their obligations are joint and several. The word "persons," whenever used, shall include individuals, firms, associations, and corporations. The word "Parties" means State and Tenant in the collective. The word "Party" means either or both State and Tenant, depending on the context.

**18.9 Invalidity.** The invalidity, voidness, or illegality of any provision of this Lease does not affect, impair, or invalidate any other provision of this Lease.

**18.10 Applicable Law and Venue.** This Lease is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Lease is in the Superior Court for Thurston County, Washington.

**18.11 Statutory Reference.** Any reference to a statute or rule means that statute or rule as presently enacted or hereafter amended or superseded.

**18.12 Recordation.** At Tenant's expense and no later than thirty (30) days after receiving the fully-executed Lease, Tenant shall record this Lease in the county in which the Property is located. Tenant shall include the parcel number of the upland property used in conjunction with the Property, if any. Tenant shall provide State with recording information, including the date of recordation and file number.

**18.13 Modification.** No modification of this Lease is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

**18.14 Survival.** Any obligations of Tenant not fully performed upon termination of this Lease do not cease, but continue as obligations of the Tenant until fully performed.

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**18.15 Exhibits and Attachments.** All referenced exhibits and attachments are incorporated in the Lease unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

WEDELL A. BERG, JR.

Dated: \_\_\_\_\_, 20\_\_

By: WEDELL A. BERG, JR  
Title: Individual  
Address: 16625 Redmond Way Ste M  
Redmond, WA 98052

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Dated: \_\_\_\_\_, 20\_\_

By: KATRINA LASSITER  
Title: Interim Deputy Supervisor for Aquatics  
Address: Aquatic Resources Division  
1111 Washington St SE  
MS 47027  
Olympia, WA 98504-7027

Approved as to form this  
23<sup>rd</sup> day of July 2019  
Jennifer Clements, Assistant Attorney General

**INDIVIDUAL ACKNOWLEDGMENT**

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STATE OF STATE                    )  
  ) ss.  
County of County                )

I certify that I know or have satisfactory evidence that WEDELL A. BERG, JR. is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_, 20\_\_

(Seal or stamp)

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

\_\_\_\_\_  
(Print Name)

Notary Public in and for the State of  
Washington, residing at

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





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**EXHIBIT A  
PROPERTY DESCRIPTION**

**Agreement Number:** 22-B74532

**1. LEGAL DESCRIPTION OF THE PROPERTY:**

That real property legally described and shown as One Tree Island Marina in that Record of Survey recorded in Thurston County, Washington on August 21, 2019 under Auditor's File Number 4701732.

**2. SQUARE FOOTAGE OF EACH USE CLASSIFICATION:**

Water-dependent	<u>40,000</u>
Water-dependent use that is Public Use and Access	<u>1,698</u>
Nonwater-dependent	<u>6,308</u>
<b>Total Square Feet</b>	<u>48,006</u>

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PLAN OF OPERATIONS  
EXHIBIT B**

**1. DESCRIPTION OF PERMITTED USE.**

**A. Existing Facilities**

The facility, known as One Tree Island Marina, is located on the east shore of the West Bay of Budd Inlet, just south of the Port of Olympia. Surrounding land use is high density commercial and industrial. Water depths are estimated to be between -12 feet and -16 feet at MLLW, and sediments are primarily mud. There is no documented longshore sediment drift and the shoreline is constructed of fill armored with rip rap. The nearby Deschutes River supports spawning runs of Chinook, coho, chum, and steelhead. Critical habitat is designated for Chinook. There is no documented forage fish spawning habitat in the vicinity, but Surf smelt are known to spawn on the west shore of the bay. No other priority habitats or species of concern are identified.

It is noted that the Property was dredged at the time of marina expansion in 1987. Dredged sediment was found to be contaminated with heavy metals, phthalates, and polycyclic aromatic hydrocarbons (PAHs), and was disposed of onsite as part of a Confined Aquatic Disposal (CAD) pilot project completed by the U.S. Army Corps of Engineers. In addition, the Property is located just south of the Budd Inlet Sediment Area, which is known to be contaminated with dioxin and carcinogenic polycyclic aromatic hydrocarbons (cPAHs). The emergency outfall for the LOTT Wastewater Treatment Plant discharges just north of the marina, and several nearby facilities discharge industrial stormwater to the bay. Water quality impairments are documented for dissolved oxygen, bacteria, and temperature.

A marina has been in place at this location since 1986, and has been present in its current configuration since 1987. The marina provides short and long term moorage of the Property for up to 59 vessels up to 32 feet in length. Electric and water service are available to all slips; no fueling or pumpout service occurs on site. Improvements on the Property include an aluminum gangway with ACZA-treated wood decking, three concrete floating docks, 27 concrete finger floats, a portion of an ACZA-treated wood elevated walkway associated with the City of Olympia's Percival Landing, and approximately two-thirds of a building that houses a restaurant and various office space. The building is owned by Boardwalk Associates Co-Tenancy Investors, with the managing co-tenant being EOP Partnership III. Dock and finger floatation is encapsulated within concrete pontoons, and marina improvements and the raised walkway are supported by treated wood pilings. Rip rap armoring material along the shoreline is also located on the Property.

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**B. Proposed Work.** Tenant proposes no new facilities or Work.

**2. ADDITIONAL OBLIGATIONS.**

State has not authorized Tenant to conduct any Work on the Property. Where Work will need to be conducted to meet the Additional Obligations below, Tenant shall obtain State's prior written consent in accordance with Section 7.3 of this Lease and obtain all necessary regulatory permits prior to commencing such Work.

- A.** By July 31, 2021, Tenant shall post visible signage on the Property that includes all national and state emergency reporting numbers for oil and chemical spills .
- B.** By July 31, 2021, Tenant shall mark all no-wake zones with visible signage..
- C.** By July 31, 2032, Tenant shall replace existing treated wood pilings with non-toxic materials such as untreated wood, steel, concrete, or recycled plastic, or encase the existing wood in a manner that prevents leaching of contaminants into surface water.
- D.** By July 31, 2032, Tenant shall replace existing docks, floats, and gangways as follows:
  - (i) For docks, and floats, Tenant shall install grating on at least fifty percent (50%) of the surface area. Grating material must have at least sixty percent (60%) functional open space or forty percent (40%) or greater multi-directional open space.
  - (ii) For gangways, Tenant shall install grating on one hundred percent (100%) of the surface area. Grating material must have at least sixty percent (60%) unobstructed open space or forty percent (40%) or greater multi-directional open space..
- E.** Tenant shall submit to State for approval a written sewage management plan by July 31, 2022 that identifies and explains the methods Tenant will require vessels moored on the Property to use for disposing wastewater from vessel holding tanks and portable toilets and identifies available upland restroom facilities Tenant shall implement the plan sixty (60) days after State approves or waives approval of the plan.
- F.** Tenant shall orient and shield lighting fixtures attached to overwater structures in a manner which minimizes the amount of light shining directly on the water, minimizes the amount of glare on the water, and minimizes the amount of light broadcasting into the night sky. Tenant shall implement the following measures to achieve this requirement:
  - (i) Tenant shall direct light to walkways,

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- (ii) Tenant shall use light shields which prevent light from being emitted upward and prevent glare on the water,
- (iii) Tenant shall use fixtures that do not emit light upward,
- (iv) Tenant shall use lights that are “warm-white” or filtered,
- (v) Tenant shall not use fluorescent light bulbs.

DRAFT



EXHIBIT B

LEGAL DESCRIPTION

HARBOR AREA  
THAT PORTION OF THE OLYMPIA HARBOR AREA ABUTTING N. COLUMBIA STREET, FRONTING LOTS 1 AND 2 OF BLOCK 2 AND B AVENUE WEST, AS SHOWN ON THE OFFICIAL MAPS OF THE OLYMPIA TIDE LANDS ON FILE WITH THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON, BEGINNING AT A POINT ON THE INNER HARBOR LINE AT THE INTERSECTION OF THE EXTENDED NORTH LINE OF SAID B AVENUE WEST; THENCE S04°06'12"W 160.02 FEET ALONG THE INNER HARBOR LINE TO THE INTERSECTION OF THE EXTENDED SOUTH LINE OF SAID LOT 2 WITH THE INNER HARBOR LINE; THENCE S85°53'48"W 300 FEET TO A POINT ON THE OUTER HARBOR LINE; THENCE N04°06'12"W 160.02 FEET ALONG THE OUTER HARBOR LINE; THENCE N85°53'48"E 300 FEET TO THE POINT OF BEGINNING; CONTAINING 48,006 SQUARE FEET, MORE OR LESS; SITUATE IN THE CITY OF OLYMPIA, THURSTON COUNTY WASHINGTON.

BOARDWALK AREA  
THAT PORTION OF THE OLYMPIA HARBOR AREA ABUTTING N. COLUMBIA STREET, FRONTING LOTS 1 AND 2 OF BLOCK 2 AND B AVENUE WEST, AS SHOWN ON THE OFFICIAL MAPS OF THE OLYMPIA TIDE LANDS ON FILE WITH THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON, BEGINNING AT A POINT ON THE INNER HARBOR LINE AT THE INTERSECTION OF THE EXTENDED NORTH LINE OF SAID B AVENUE WEST; THENCE ALONG THE INNER HARBOR LINE, SOUTH 04°06'12" EAST, 18.95 FEET; THENCE SOUTH 86°00'38" WEST, 19.70 FEET; THENCE SOUTH 42°55'18" WEST, 36.89 FEET; THENCE SOUTH 12°01'49" WEST, 2.17 FEET; THENCE SOUTH 04°11'44" EAST, 84.05 FEET; THENCE SOUTH 51°14'42" EAST, 6.59 FEET; THENCE SOUTH 04°02'34" EAST, 21.59 FEET; THENCE NORTH 85°53'48" EAST, 42.35 FEET TO SAID INNER HARBOR LINE; THENCE ALONG SAID INNER HARBOR LINE, SOUTH 04°06'12" EAST, 3.77 FEET TO THE SOUTH LINE OF AQUATIC LAND LEASE 22-B74532; THENCE ALONG THE SOUTH LINE OF AQUATIC LAND LEASE 22-B74532, SOUTH 85°53'48" WEST, 55.60 FEET; THENCE NORTH 04°05'01" WEST, 118.22 FEET; THENCE NORTH 41°21'14" EAST, 59.59 FEET TO THE NORTH LINE OF AQUATIC LAND LEASE 22-B74532; THENCE ALONG THE NORTH LINE OF AQUATIC LAND LEASE 22-B74532, NORTH 85°53'48" EAST, 13.09 FEET TO THE BEGINNING;

CONTAINING 1,990 SQUARE FEET, MORE OR LESS;

SITUATE IN THE CITY OF OLYMPIA, THURSTON COUNTY, WASHINGTON.

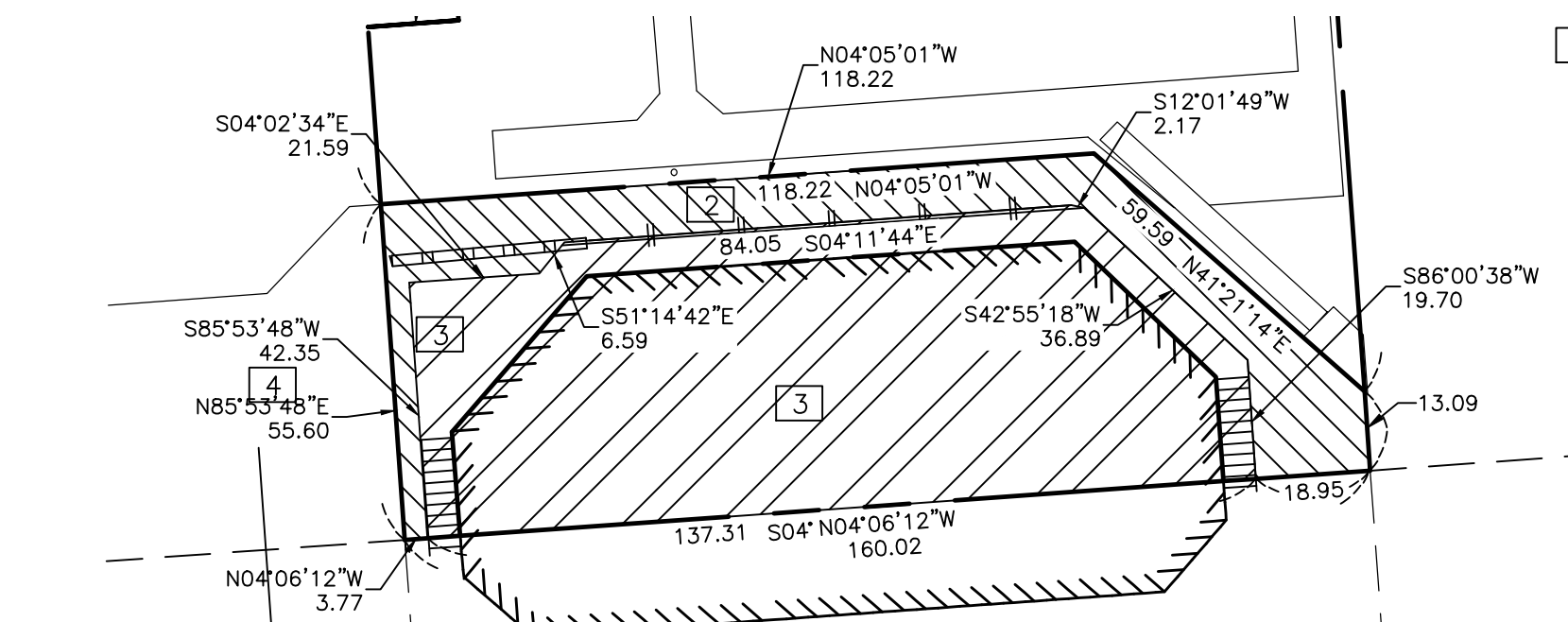
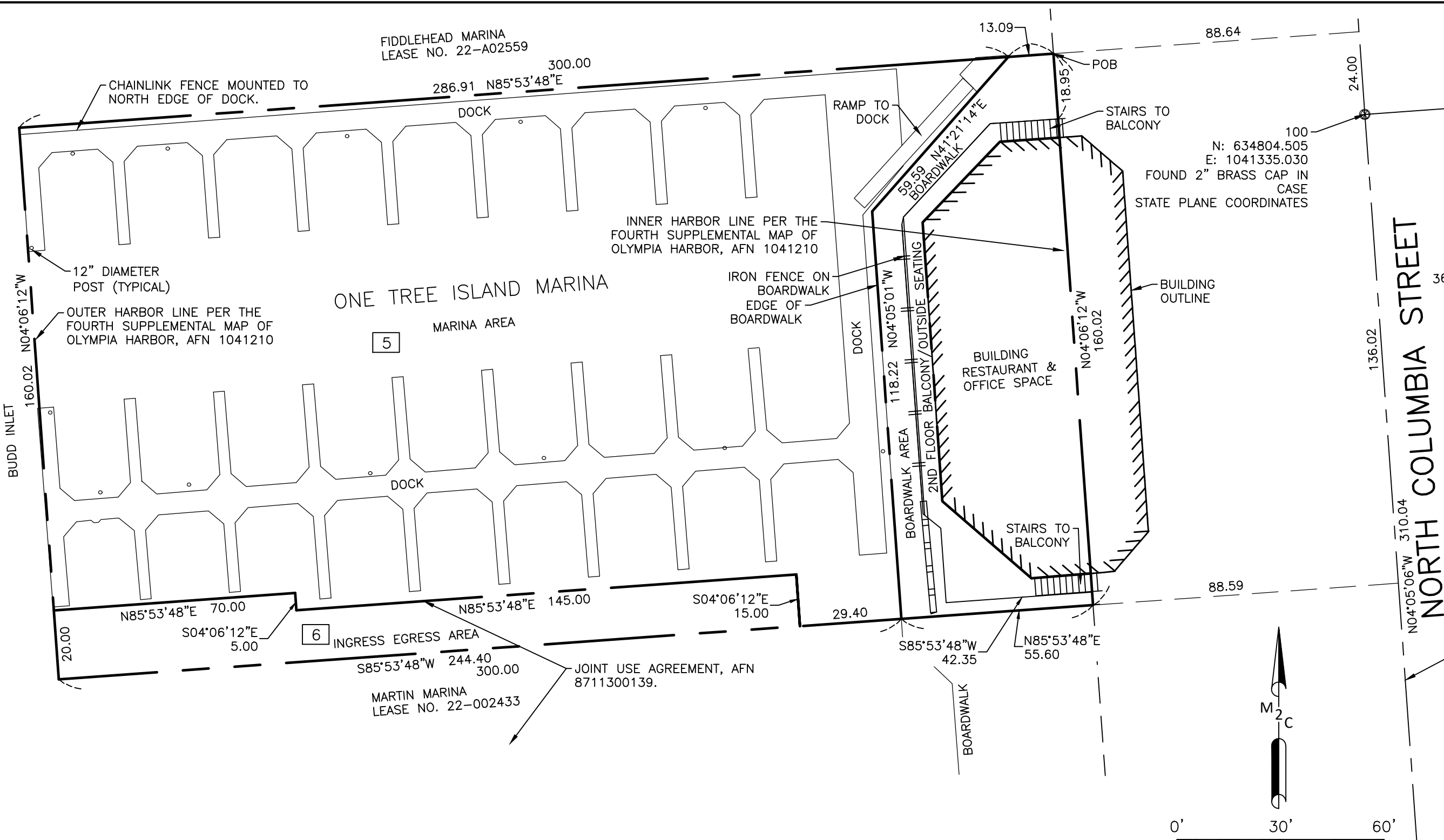
INGRESS-EGRESS  
BEGINNING AT A POINT ON THE OUTER HARBOR LINE WHICH IS THE SOUTHWEST CORNER OF THE DESCRIBED HARBOR AREA; THENCE N04°06'12"W, 20.00 FEET; THENCE N85°53'48"E 70.00 FEET; THENCE S04°06'12"E, 5.00 FEET; THENCE N85°53'48"E 145.00 FEET; THENCE S04°06'12"E, 15.00 FEET TO A POINT ON THE SOUTH LINE OF THE DESCRIBED HARBOR AREA; THENCE ALONG SAID SOUTH LINE, S85°53'48"W, 218.00 FEET TO THE POINT OF BEGINNING; HAVING AN AREA OF 3,575 SQUARE FEET.

SUBLEASED PROPERTY (BUILDING AREA)  
THAT PORTION OF THE OLYMPIA HARBOR AREA ABUTTING N. COLUMBIA STREET, FRONTING LOTS 1 AND 2 OF BLOCK 2 AND B AVENUE WEST, AS SHOWN ON THE OFFICIAL MAPS OF THE OLYMPIA TIDE LANDS ON FILE WITH THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON, COMMENCING AT A POINT ON THE INNER HARBOR LINE AT THE INTERSECTION OF THE EXTENDED NORTH LINE OF SAID B AVENUE WEST; THENCE ALONG THE INNER HARBOR LINE, SOUTH 04°06'12" EAST, 18.95 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86°00'38" WEST, 19.70 FEET; THENCE SOUTH 42°55'18" WEST, 36.89 FEET; THENCE SOUTH 12°01'49" WEST, 2.17 FEET; THENCE SOUTH 04°11'44" EAST, 84.05 FEET; THENCE SOUTH 51°14'42" EAST, 6.59 FEET; THENCE SOUTH 04°02'34" EAST, 21.59 FEET; THENCE NORTH 85°53'48" EAST, 42.35 FEET TO SAID INNER HARBOR LINE; THENCE ALONG SAID INNER HARBOR LINE, NORTH 04°06'12" WEST, 137.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,017 SQUARE FEET, MORE OR LESS;

SITUATE IN THE CITY OF OLYMPIA, THURSTON COUNTY, WASHINGTON.

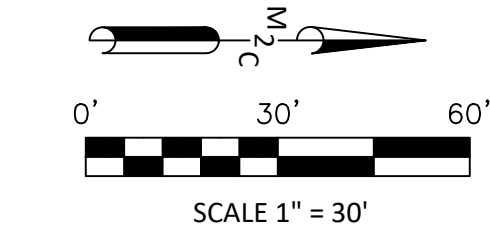
MARINA AREA  
THAT PORTION OF THE OLYMPIA HARBOR AREA ABUTTING N. COLUMBIA STREET, FRONTING LOTS 1 AND 2 OF BLOCK 2 AND B AVENUE WEST, AS SHOWN ON THE OFFICIAL MAPS OF THE OLYMPIA TIDE LANDS ON FILE WITH THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON, COMMENCING AT A POINT ON THE INNER HARBOR LINE AT THE INTERSECTION OF THE EXTENDED NORTH LINE OF SAID B AVENUE WEST; THENCE ALONG SAID EXTENDED NORTH LINE, N85°53'48"W, 13.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, N85°53'48"W, 286.91 FEET TO THE OUTER HARBOR LINE; THENCE ALONG THE OUTER HARBOR LINE, S04°06'12"E, 140.02 FEET TO THE NORTH LINE OF JOINT USE AGREEMENT EASEMENT; THENCE ALONG SAID NORTH LINE, N85°53'48"E 70.00 FEET; THENCE S04°06'12"E, 5.00 FEET; THENCE N85°53'48"E 145.00 FEET; THENCE S04°06'12"E, 15.00 FEET TO A POINT ON THE SOUTH LINE OF THE DESCRIBED HARBOR AREA; THENCE ALONG SAID SOUTH LINE, N85°53'48"E, 29.40 FEET TO THE WEST LINE OF BOARDWALK AREA; THENCE NORTH 04°05'01" WEST, 118.22 FEET; THENCE NORTH 41°21'14" EAST, 59.59 FEET TO THE NORTH LINE OF SAID HARBOR AREA AND THE POINT OF BEGINNING; CONTAINING 36,424 SQUARE FEET; SITUATE IN THE CITY OF OLYMPIA, THURSTON COUNTY WASHINGTON.



BUILDING AND BOARDWALK DETAIL

AREA SUMMARY

1. TOTAL AQUATIC LAND LEASE (AQLL) AREA = 48,006 S.F.
2. PUBLIC WALKWAY EASEMENT WITHIN AQLL = 1,990 S.F.
3. BUILDING AND OUTDOOR SEATING AREA WITHIN AQLL = 6,017 S.F., AREA WITHIN BUILDING 4,677 S.F., AREA IN OUTDOOR SEATING = 1,340 S.F.
4. OUTDOOR SEATING OUTSIDE OF AQLL REMOVED JULY 2019.
5. MARINA AREA = 36,424 S.F.
6. MARINA INGRESS EGRESS EASEMENT AREA WITHIN AQLL = 3,575 S.F.



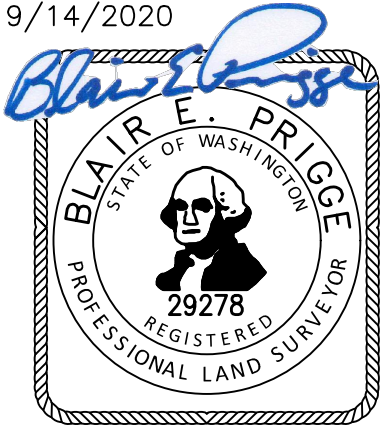
SURVEY NOTES

- INSTRUMENT USED: SOKKIA SRX 3 TOTAL STATION AND TOPCON GR5 GPS.
- THIS SURVEY MEETS OR EXCEEDS THE STANDARDS OF WAC 332-130-090
- SURVEY COMPLETED 8/2018.
- ALL MONUMENTS SHOWN AS FOUND VISITED 8/2018.

BASIS OF BEARING

WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83/2011 EPOCH 2010.00 BASED ON WASHINGTON STATE REFERENCE NETWORK GPS TIES.  
CONVERGENCE ANGLE -01°44' 35"  
PROJECT SCALE FACTOR: 0.999947052  
PROJECT COMBINED SCALE FACTOR: 0.99994971  
ALL DISTANCES SHOWN ARE GROUND DISTANCES. THE COORDINATES ARE STATE PLANE COORDINATES FOR THE TWO MONUMENTS SHOWN IN N. COLUMBIA ST.

9/14/2020



PROFESSIONAL LAND SURVEYORS  
2320 MOTTMAN RD SW, STE 106  
TUMWATER, WA 98512  
360.239.1497

EXHIBIT A  
FOR  
WEDELL BERG JR.  
DNR LEASE 22-B74532

DRAWN BY JMG	DATE 9/14/2020	JOB NUMBER 18-807
CHECKED BY BEP	SCALE 1"=30'	SHEET NUMBER SV 1
AUDITORS INDEX SW1/4 NW1/4, SEC 14, T18N, R2W, W.M.		

EXHIBIT C  
BUILDING AREA  
WITH OUTSIDE SEATING AREA

THAT PORTION OF THE OLYMPIA HARBOR AREA ABUTTING N. COLUMBIA STREET, FRONTING LOTS 1 AND 2 OF BLOCK 2 AND B AVENUE WEST, AS SHOWN ON THE OFFICIAL MAPS OF THE OLYMPIA TIDE LANDS ON FILE WITH THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON, COMMENCING AT A POINT ON THE INNER HARBOR LINE AT THE INTERSECTION OF THE EXTENDED NORTH LINE OF SAID B AVENUE WEST; THENCE ALONG THE INNER HARBOR LINE, SOUTH 04°06'12" EAST, 18.95 FEET TO THE **POINT OF BEGINNING**;  
THENCE SOUTH 86°00'38" WEST, 19.70 FEET;  
THENCE SOUTH 42°55'18" WEST, 36.89 FEET;  
THENCE SOUTH 12°01'49" WEST, 2.17 FEET;  
THENCE SOUTH 04°11'44" EAST, 84.05 FEET;  
THENCE SOUTH 04°11'44" EAST, 84.05 FEET;  
THENCE SOUTH 51°14'42" EAST, 6.59 FEET;  
THENCE SOUTH 04°02'34" EAST, 21.59 FEET;  
THENCE NORTH 85°53'48" EAST, 42.35 FEET TO SAID INNER HARBOR LINE;  
THENCE ALONG SAID INNER HARBOR LINE, NORTH 04°06'12" WEST, 137.31 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 6,017 SQUARE FEET, MORE OR LESS;

SITUATE IN THE CITY OF OLYMPIA, THURSTON COUNTY, WASHINGTON.

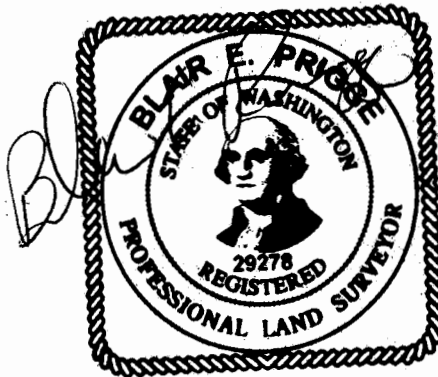


EXHIBIT C

BOARDWALK AREA  
WITH OUTSIDE SEATING AREA

THAT PORTION OF THE OLYMPIA HARBOR AREA ABUTTING N. COLUMBIA STREET, FRONTING LOTS 1 AND 2 OF BLOCK 2 AND B AVENUE WEST, AS SHOWN ON THE OFFICIAL MAPS OF THE OLYMPIA TIDE LANDS ON FILE WITH THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON, **BEGINNING** AT A POINT ON THE INNER HARBOR LINE AT THE INTERSECTION OF THE EXTENDED NORTH LINE OF SAID B AVENUE WEST; THENCE ALONG THE INNER HARBOR LINE, SOUTH 04°06'12" EAST, 18.95 FEET;  
THENCE SOUTH 86°00'38" WEST, 19.70 FEET;  
THENCE SOUTH 42°55'18" WEST, 36.89 FEET;  
THENCE SOUTH 12°01'49" WEST, 2.17 FEET;  
THENCE SOUTH 04°11'44" EAST, 84.05 FEET;  
THENCE SOUTH 51°14'42" EAST, 6.59 FEET;  
THENCE SOUTH 04°02'34" EAST, 21.59 FEET;  
THENCE NORTH 85°53'48" EAST, 42.35 FEET TO SAID INNER HARBOR LINE;  
THENCE ALONG SAID INNER HARBOR LINE, SOUTH 04°06'12" EAST, 3.77 FEET TO THE SOUTH LINE OF AQUATIC LAND LEASE 22-B74532;  
THENCE ALONG THE SOUTH LINE OF AQUATIC LAND LEASE 22-B74532, SOUTH 85°53'48" WEST, 55.60 FEET;  
THENCE NORTH 04°05'01" WEST, 118.22 FEET;  
THENCE NORTH 41°21'14" EAST, 59.59 FEET TO THE NORTH LINE OF AQUATIC LAND LEASE 22-B74532;  
THENCE ALONG THE NORTH LINE OF AQUATIC LAND LEASE 22-B74532, NORTH 85°53'48" EAST, 13.09 FEET TO THE **BEGINNING**;

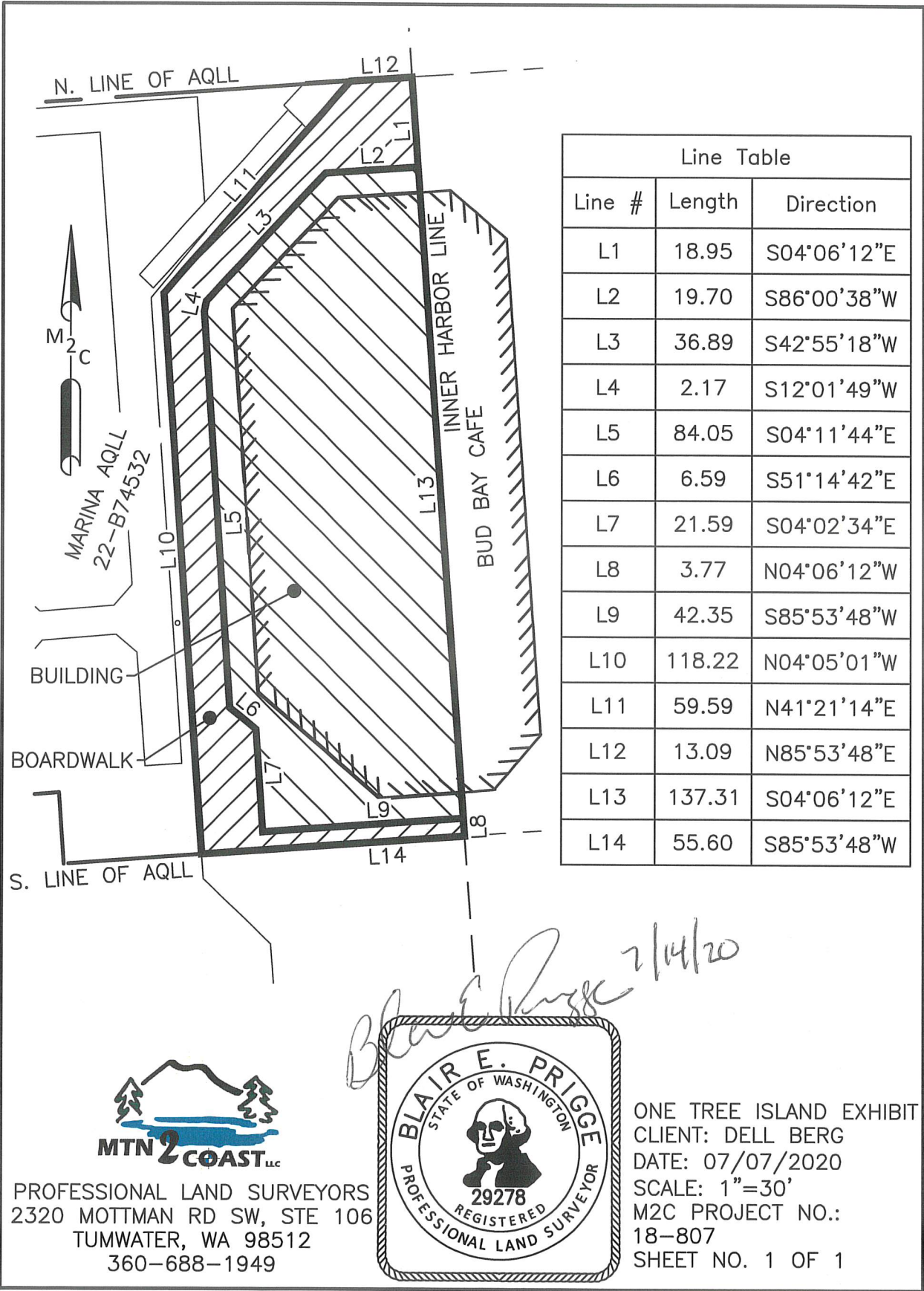
CONTAINING 1,990 SQUARE FEET, MORE OR LESS;

SITUATE IN THE CITY OF OLYMPIA, THURSTON COUNTY, WASHINGTON.





EXHIBIT C





## City Council

### Approval of a Resolution authorizing an Easement Agreement between the City of Olympia and Urban Olympia 5, LLC.

**Agenda Date:** 10/6/2020  
**Agenda Item Number:** 4.F  
**File Number:**20-0750

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

---

#### **Title**

Approval of a Resolution authorizing an Easement Agreement between the City of Olympia and Urban Olympia 5, LLC.

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve the resolution authorizing an Easement Agreement between the City of Olympia and Urban Olympia 5, LLC.

#### **Report**

##### **Issue:**

Whether to approve a resolution authorizing an Easement Agreement between the City of Olympia and Urban Olympia 5, LLC.

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

Cari Hornbein, Senior Planner, Community Planning and Development, 360.753.8048

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

None - Consent Calendar Item.

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

Urban Olympia 5, LLC (Developer) applied for and received shoreline development permits to construct a mixed-use development at 210 State Avenue, including a plaza adjacent to Percival Landing, satisfying the public access requirements of the Shoreline Master Program. As a condition of approval, the Olympia Hearing Examiner required that public access provisions be recorded via a legal instrument, such as an easement, prior to issuance of the certificate of building occupancy. Construction of the project is approaching completion and the Developer has submitted the Easement Agreement for consideration by the City.

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

None known.

**Options:**

1. Approve the Resolution authorizing an Easement Agreement between the City of Olympia and Urban Olympia 5, LLC.
2. Direct staff to make changes to the Resolution Authorizing an Easement Agreement.
3. Do not approve the Resolution authorizing an Easement Agreement between the City of Olympia and Urban Olympia 5, LLC.

**Financial Impact:**

None

**Attachments:**

Resolution  
Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN  
EASEMENT AGREEMENT WITH URBAN OLYMPIA 5, LLC FOR A PUBLIC PLAZA ADJACENT TO PERCIVAL  
LANDING AT STATE AND WATER STREETS**

**WHEREAS**, Urban Olympia 5, LLC owns property located at 210 State Avenue, Olympia, Washington. Urban Olympia is constructing a mix-used building at that location, to be known as The Lurana. The property is located within the shoreline jurisdiction of Budd Inlet and subject to public access requirements in the Shoreline Master Program; and

**WHEREAS**, Urban Olympia 5, LLC applied for and received shoreline development permits to construct the mixed use development, including a plaza satisfying the public access requirements of the Shoreline Master Program; and

**WHEREAS**, Condition No. 6 of the Olympia Hearing Examiner's decision dated April 6, 2018, requires that public access provisions be recorded via a legal instrument, such as an easement, prior to issuance of a certificate of building occupancy; and

**WHEREAS**, Urban Olympia 5, LLC is seeking a certificate of building occupancy, and in accordance with the Olympia Hearing's Examiner decision, has submitted an easement agreement for consideration by the City; and

**WHEREAS**, staff have reviewed the easement agreement submitted by Urban Olympia 5, LLC and determined that it meets the requirements of the Hearing Examiner's decision and that it is in the best interest of the City to accept the easement as submitted;

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

1. The Olympia City Council hereby accepts the terms and conditions of the agreement to grant a non-exclusive easement for a public plaza that will be open for public shoreline access, enjoyment, and recreation; and for purposes of construction, maintenance, and emergency activities by Urban Olympia 5, LLC at its sole expense.
2. The City Manager or his designee is authorized and directed to execute on behalf of the City of Olympia all necessary documents consistent with the release, and to make any minor modifications as may be required and are consistent with the intent of the release, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

Return Address:  
 URBAN OLYMPIA 5, LLC  
 PO Box 7534  
 Olympia, WA 98507-7534

### **EASEMENT AGREEMENT**

<b>Grantor</b>	URBAN OLYMPIA 5, LLC, a Washington limited liability company
<b>Grantee</b>	THE CITY OF OLYMPIA, a Washington municipal corporation
<b>Legal Description</b>	Section 14, Township 18, Range 2W Quarter NW SW Sylvester Town of Olympia BLA 174666OL LT A Document 4654811
<b>Assessor's Tax Parcel ID Nos.</b>	7850-72-00600
<b>Reference No. of Related Document</b>	N/A

**THIS EASEMENT AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by URBAN OLYMPIA 5, LLC, a Washington limited liability company, as "Grantor" and THE CITY OF OLYMPIA, a Washington municipal corporation, as "Grantee" (collectively the "Parties").

### **RECITALS**

**A.** Grantor is the owner of that certain real property located in Thurston County, Washington and legally described as follows (the "Grantor Property"):

PARCEL A OF BOUNDARY LINE ADJUSTMENT NO. 17-4666-OL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 55 FEET OF LOT 5 AND ALL OF LOTS 6, 7 AND 8 IN BLOCK 72 OF SYLVESTER'S PLAT OF OLYMPIA, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 14; TOGETHER WITH THE NORTH-SOUTH VACATED ALLEY ADJACENT TO SAID LOTS AS VACATED BY CITY ORDINANCE 7079 AS RECORDED UNDER AUDITOR'S FILE NO 4579154.

SITUATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.

**B.** Under the terms and subject to the conditions set forth in this Agreement, Grantor intends to grant to Grantee an easement for ingress and egress over and across Grantor's Property that will be used for public shoreline access, enjoyment, and recreational purposes, and Grantee desires to accept such an easement.

### **AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to the following:

**1. Easement.** Grantor hereby grants to Grantee a non-exclusive easement for ingress and egress across, along, in, upon, and under that portion of Grantor's Property legally described and depicted on **Exhibit A** (the "Easement Area") for the purpose of a public plaza that will be open for public shoreline access, enjoyment, and recreation (the "Easement"). Notwithstanding the foregoing, Grantor shall be allowed access over the Easement Area for the purpose of construction, maintenance, and emergency activities. Grantor and its contractors may enter the Easement Area from time to time with the equipment necessary to construct, maintain, repair and replace plaza improvements. Grantor shall perform all work to improve the Easement Area at its sole expense and in accordance with applicable laws.

**2. Improvements.** Unless the Parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, any improvements shall be solely for the account of the improver.

**3. Maintenance.** The Easement Area shall be maintained by Grantor at its sole cost and expense. The Easement Area, once improved and open to the public, shall at all times be kept in good condition.

**4. Reservation of Rights.** The easement rights granted hereunder are non-exclusive and concurrent with the rights of Grantor and any third-party agents, licensees, or invitees of Grantor. Grantor reserves, for itself and its successors and assigns, the right, at all times, and for any and all purposes, to use the Easement Area in any manner that will not unreasonably interfere with the rights granted hereunder.

**5. Compliance with Laws and Rules.** The Parties shall at all times exercise their rights herein in accordance with the requirements of all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction.

**6. Indemnification.** Grantee shall indemnify, hold harmless, and defend Grantor and its successors and assigns from and against all liability, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with: injury to or the death of

any person resulting or occurring on the Easement Area, or physical damage to any property resulting or occurring on the Easement Area, arising out of the negligence or willful misconduct of Grantee or its agents, employees, successors, or assigns, unless due solely to the negligence or willful misconduct of Grantor or its successors or assigns.

7. **Successors and Assigns; Binding Effect.** The rights and obligations set forth herein shall inure to and be binding upon the successors, heirs and assigns of the Parties to this Agreement and shall burden the Grantor Property for the term of this Agreement.

8. **Notices.** All notices required or permitted to be given under this Agreement, or given in regard to this Agreement by one Party to the other, shall be in writing and be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All notices sent by mail will be deemed received three (3) business days after the date of mailing. All such notices or communications shall be addressed as follows:

If to Grantor: Urban Olympia 5, LLC  
P.O. Box 7534  
Olympia, Washington 98507-7534

If to Grantee: City of Olympia  
P.O. Box 1967  
Olympia, Washington 98507

9. **Severability.** The invalidation by any court of any reservation, covenant, restriction, limitation or agreement contained herein shall in no way affect any other provision and the same shall remain in full force and effect.

10. **Waiver.** No failure of any Party to exercise any power granted under this Agreement or to insist upon strict compliance with any obligations specified under this Agreement, and no custom or practice at variance with the terms of the Agreement, shall constitute a waiver of any Party's right to demand strict compliance with the terms under this Agreement; provided, however, that any Party may, at its sole option, waive any requirement, covenant or condition under this Agreement established for the benefit of such Party without affecting any of the other provisions of this Agreement.

11. **Entire Agreement; Construction.** This Agreement sets forth the entire and complete agreement between the Parties with respect to the subject matter hereof. Any prior agreements, commitments, or representations, express or implied, between the Parties are superseded by this Agreement. No provisions of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or governmental or jurisdictional authority by reason of such Party having been deemed to have structured, written, drafted or dictated such provisions. The Recitals to this Agreement and the Exhibits attached to this Agreement are incorporated herein by this reference. The captions and headings of this Agreement are for convenience only and shall not define, limit, or describe the applicability,



scope, meaning, or intent of any provision of this Agreement. Capitalized terms, which are defined in the recitals under this Agreement, shall have the meaning given.

**12. Attorneys' Fees.** In the event any arbitration, action, suit or legal proceeding is instituted by either Party to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party both reasonable attorneys' fees and reasonable expert witness fees as determined by the court or arbitration panel, both at trial and on appeal or review and in bankruptcy, whether or not the matter in dispute involves an issue peculiar to federal bankruptcy law. Attorneys' fees and expert witness fees shall be in addition to other costs and disbursements allowed by law. "Prevailing Party" shall be determined by the arbitrator, or any court, as the true prevailing party (not statutorily prevailing party) after taking into consideration any settlement offers made by the Parties and the number and importance of issues to be determined.

**13. Governing Law; Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. In addition, the Parties agree that in the event of any dispute concerning this Agreement, venue for any cause of action arising out of, or having to do with, this Agreement shall be, and is, in Thurston County, Washington.

**14. Amendment.** This Agreement may be modified or amended only by a written agreement signed by the Parties, or their applicable successors or assigns.

**15. Counterparts.** This Agreement may be executed in two or more counterparts and each counterpart shall be deemed to be an original, but all of which together shall constitute one and the same upon delivery of one such counterpart by each Party to this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date and year first written above.

**GRANTOR:**

URBAN OLYMPIA 5, LLC, a Washington limited liability company

*I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Easement Agreement, I am authorized to execute the same, I know the contents thereof, and I sign the same as my free act and deed.*

Walker John  
Walker John  
Manager  
walker@oliviabeach.com

Dated: 09/23/2020

**GRANTEE:**

CITY OF OLYMPIA, a Washington municipal corporation

*I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Easement Agreement, I am authorized to execute the same, I know the contents thereof, and I sign the same as my free act and deed.*

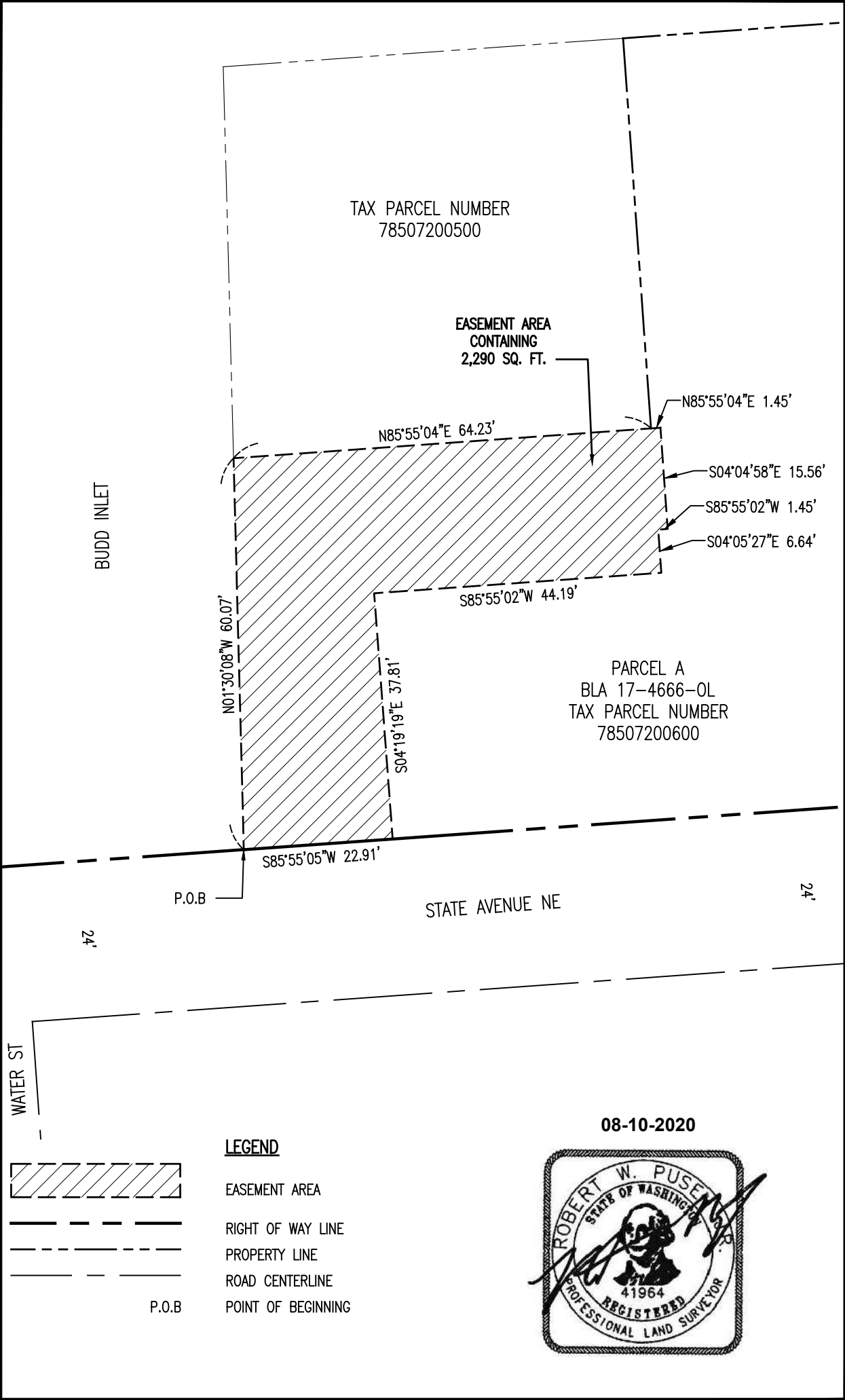
\_\_\_\_\_  
Steven J. Burney  
City Manager

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

Approved as to Form:

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

EXHIBIT A



Parametrix

NW 1/4, SW 1/4 SEC. 14,  
T. 18 N., R. 2 W., W.M.  
THURSTON COUNTY, WASHINGTON

EXHIBIT B  
URBAN OLYMPIA III LLC  
ACCESS EASEMENT FOR:  
PARCEL 78507200600



## City Council

### Approval of a Resolution Authorizing a Right-of-Way Use Agreement with Boardwalk Associates.

**Agenda Date:** 10/6/2020  
**Agenda Item Number:** 4.G  
**File Number:**20-0761

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

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#### **Title**

Approval of a Resolution Authorizing a Right-of-Way Use Agreement with Boardwalk Associates.

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve the resolution authorizing the City Manager to sign a Right-of-Way Use Agreement with Boardwalk Associates.

#### **Report**

##### **Issue:**

Whether to approve a Right-of-Way Use Agreement with Boardwalk Associates, a Washington General Partnership.

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

Rich Hoey, P.E., Public Works Director, 360.753.8495

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

None - Consent Calendar Item.

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

In June 1987, the City and Boardwalk Associates entered into a Right-of-Way (ROW) Use Agreement that allowed Boardwalk Associates to place a structure and appurtenances within a certain portion of the Columbia Street right-of-way. The structure remains in place today and houses the Budd Bay Café restaurant. The term of that agreement was for 30 years and expired on February 28, 2017.

Boardwalk Associates is interested in a new ROW Use Agreement that would allow continued placement of its existing structure and related appurtenances within the Columbia Street ROW. The total ROW use is approximately 2,820 square feet. Staff has determined that allowing continued use of the ROW area is acceptable subject to the conditions outlined in the attached agreement. This

agreement is very similar to other ROW use agreements within the City and has another 30-year term given the type of structure. The agreement also includes new language that addresses sea level rise and associated flooding risk.

Under the terms of the agreement, Boardwalk Associates (and any successor entities) will pay the City \$4,887.06 annually plus any Washington State leasehold excise taxes. The payment is based on equivalent land values in the area, and will be inflated 4 percent per year during the term of the agreement.

In a related matter, Boardwalk Associates holds a sublease for certain Department of Natural Resources (DNR) aquatic lands. Wedell A. Berg, Jr. is the lessee of those DNR aquatic lands and subleases them to Boardwalk Associates. In August 1987, Boardwalk Associates granted the City of Olympia an easement over part of their subleased aquatic lands for a pedestrian boardwalk adjacent to its building. This boardwalk is part of the broader Percival Landing. The term of the easement was for 30 years and expired in 2017.

In a separate action before Council, staff is recommending a new sublease for the Percival Landing area directly with Mr. Berg.

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

The ROW Use Agreement provides value back to the citizens of Olympia for use of public right-of-way.

**Options:**

1. Approve a resolution authorizing the City Manager to sign a Right-of-Way Use Agreement with Boardwalk Associates. The agreement will allow the Boardwalk Associates building to remain in its current location, with appropriate compensation to the City.
2. Modify agreement to address Council concerns.
3. Do not approve the agreement. Boardwalk Associates would no longer be able to occupy City ROW.

**Financial Impact:**

The City will receive \$4,887.06 annually for the use of City ROW, with a 4 percent annual inflation factor.

**Attachments:**

Resolution

Right-of-Way Use Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
APPROVING A RIGHT-OF-WAY USE AGREEMENT BETWEEN THE CITY OF OLYMPIA AND  
BOARDWALK ASSOCIATES.**

**WHEREAS**, there exists within the City of Olympia a platted right-of-way known as Columbia Street, southerly of Corky Avenue and northerly of Olympia Avenue; and

**WHEREAS**, in or around 1987, Olympia and Boardwalk Associates, Inc. entered into a Right-of-Way Use Agreement that allowed Boardwalk Associates to place a structure and related appurtenances within a certain portion of the Columbia Street right-of-way. Pursuant to that agreement, the structure and appurtenances remains in the Columbia Street right-of-way; and

**WHEREAS**, Boardwalk Associates is interested in a new Right-Of-Way Use Agreement that would allow continued placement of its existing structure and related appurtenances within the Columbia Street right-of-way; and

**WHEREAS**, Olympia has determined the right-of-way use area for the existing structure and attached appurtenances is approximately 20 feet by 140 feet, or a total of 2,820 square feet; and

**WHEREAS**, Olympia has determined that Boardwalk Associates continued use of the structure and related appurtenances within the Columbia Street right-of-way is acceptable subject to the conditions within the proposed new Right-of-Way Use Agreement; and

**WHEREAS**, Boardwalk Associates holds a sublease for certain Department of Natural Resources (DNR) aquatic lands; Wedell A. Berg, Jr. is the lessee of those DNR aquatic lands and subleases them to Boardwalk Associates. In August 1987, Boardwalk Associates granted the City of Olympia an easement over part of their subleased aquatic lands for a pedestrian boardwalk adjacent to its building. This boardwalk is part of the broader Percival Landing. The term of the easement was for 30 years and expired in 2017; and

**WHEREAS**, Rather than continuing with an easement from Boardwalk Associates for the Percival Landing boardwalk, Olympia is entering into a sublease directly with Berg for use of that portion of Berg's leased aquatic lands utilized by the City for the Percival Landing Boardwalk; and

**WHEREAS**, Olympia and Boardwalk Associates have a mutual interest in Percival Landing being maintained for public access and use;

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

1. The Olympia City Council hereby approves the form of Right-of-Way Use Agreement between the City of Olympia and Boardwalk Associates. and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Right-of-Way Use Agreement with Boardwalk Associates and any other documents necessary to execute

said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



**RIGHT-OF-WAY USE AGREEMENT  
BETWEEN THE CITY OF OLYMPIA  
AND BOARDWALK ASSOCIATES**

THIS AGREEMENT is made and entered into as of the date of the last signature affixed hereto, by and between the City of Olympia, a Washington municipal corporation ("Olympia") and Boardwalk Associates, a Washington general partnership ("Boardwalk Associates") (jointly "the Parties"). This Agreement is intended to provide the terms by which Boardwalk Associates may use certain City right-of-way for its structure and attached appurtenances.

**RECITALS**

1. There exists within the City of Olympia a platted right-of-way known as Columbia Street, southerly of Corky Avenue and northerly of Olympia Avenue.
2. In June 1987, Olympia and Boardwalk Associates entered into a Right-Of-Way Use Agreement that allowed Boardwalk Associates to place a structure and appurtenances within a certain portion of the Columbia Street right-of-way. The term of that agreement was for 30 years and expired on February 28, 2017.
3. Boardwalk Associates is interested in a new Right-Of-Way Use Agreement that would allow continued placement of its existing structure and attached appurtenances within the Columbia Street right-of-way.
4. Olympia has determined the right-of-way use area for the existing structure and attached appurtenances is approximately 20 feet by 140 feet, or a total of 2,820 square feet.
5. Olympia has determined that continued use of the structure and attached appurtenances within the Columbia Street right-of-way is acceptable subject to the conditions within this Agreement.
6. Boardwalk Associates holds a sublease for certain Department of Natural Resources (DNR) aquatic lands; Wedell A. Berg, Jr. is the lessee of those DNR aquatic lands and subleases them to Boardwalk Associates. In August 1987, Boardwalk Associates granted the City of Olympia an easement over part of their subleased aquatic lands for a pedestrian boardwalk adjacent to its building. This boardwalk is part of the broader Percival Landing. The term of the easement was for 30 years and expired in 2017.

7. Rather than continuing with an easement from Boardwalk Associates for the Percival Landing boardwalk, Olympia is entering into a sublease directly with Berg for use of that portion of Berg's leased aquatic lands utilized by the City for the Percival Landing Boardwalk.
8. Olympia and Boardwalk Associates have a mutual interest in Percival Landing being maintained for public access and use.

### **AGREEMENT**

1. Olympia hereby grants to Boardwalk Associates the right to temporarily use the Columbia Street right-of-way, as described in Exhibit 1, for use of an existing structure and attached appurtenances.
  2. The term of this Agreement is for 30 years from the date of this Agreement.
  3. In consideration therefor, Boardwalk Associates shall annually pay to Olympia, on or before November 1 of each year, the amount of Four Thousand Eight Hundred Eighty Seven Dollars and Six Cents (\$4,887.06), plus Washington State Leasehold Tax, if any. Said amount will be proportionately discounted or reimbursed if this Agreement is terminated within any year prior to November 1. At Boardwalk Associates' option, the above amount may be paid in two installments, to wit, Two Thousand Four Hundred Forty Three Dollars and Fifty Three Cents (\$2,443.53) on November 1 and May 1 of each year. The payment will be adjusted with a 4% annual escalation on November 1.
  4. Boardwalk Associates shall maintain the existing structure and attached appurtenances (as defined in Exhibit 1) at its own expense and shall maintain said facilities in good repair. Olympia is not liable for any costs or expense of construction, maintenance, or otherwise for the existing structure and attached appurtenances by reason of this Agreement. Olympia and Boardwalk Associates may by separate agreement agree to coordinate and share in the costs of maintenance of shared elements of Boardwalk Associates' structure and Olympia's boardwalk.
  5. Olympia does not warrant that the portion of the structure within the Columbia Street right-of-way will be available in the event of sea level rise and associated potential flooding. This Agreement creates no obligation for Olympia to take any remedial action to allow for on-going use of the structure and attached appurtenances. Boardwalk Associates is solely responsible for and shall bear any loss of use of the structure or attached appurtenances.
  6. Olympia may construct underground utilities through the entire length and breadth of the Columbia Street right-of-way, but shall, upon completion of any such
-

construction during the term of this Agreement, restore the site to the condition created by Boardwalk Associates.

7. Boardwalk Associates shall not object to Olympia's direct negotiations of a lease with Berg for the portion of Percival Landing adjacent to Boardwalk Associates' structure, utilized by Olympia for a portion of the Percival Landing boardwalk (shown as "Boardwalk Area" in Exhibit 1).
8. Boardwalk Associates shall maintain its outdoor seating area in a manner that complies with Olympia's agreement with the state Recreation and Conservation Office for the construction of Percival Landing (RCO Agreement 84-002D including amendments).
9. Boardwalk Associates, and its successors or assigns, shall defend, indemnify, and hold Olympia harmless from any claim, suit, action, damages, liability, or expense incurred by reason of Boardwalk Associates' design, construction, use, repair, or maintenance of the structure and appurtenances. The intent of this paragraph is that Boardwalk Associates, and its successors or assigns, will have full, complete, and exclusive care, maintenance, and responsibility for the premises, the structure and appurtenances, and its design, construction and use; therefore, ensuring that Olympia will incur no expense or liability by reason of Boardwalk Associates' use of the Columbia Street right-of-way which is the subject of this Agreement. Boardwalk Associates shall maintain insurance in sufficient amounts to ensure liability coverage in an amount not less than \$1,000,000 per occurrence.
10. This Agreement may be assigned by Boardwalk Associates to any successor in interest taking fee ownership of Boardwalk Associates' structure and appurtenances. To secure a release from liability under this Agreement, Boardwalk Associates shall advise Olympia of such change or assignment and secure Olympia's consent in writing to the assignment of this Agreement. Such consent may not be unreasonably withheld if the assignee is a purchaser for value of the structure and appurtenances.
11. This Agreement is in all respects, governed by the laws of the State of Washington. If it is necessary to enforce any of the terms of this Agreement, any action must be brought in Thurston County Superior Court for the State of Washington.
12. Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit is entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.
13. This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and any and all prior agreements, understandings, or representations with respect to its subject matter are hereby canceled in their

entirety and are of no further force or effect. The Parties do not intend to confer any benefit under this Agreement to any person, firm, corporation, or entity other than the Parties.

14. This Agreement may not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it.
15. If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, is not affected thereby; and each such term and provision of this Agreement is valid and must be enforced to the fullest extent permitted by law.
16. The Recitals set forth above are incorporated by this reference into this Agreement and are made a part hereof.

#### **CITY OF OLYMPIA**

*I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Right-of-Way Use Agreement, I am authorized to execute the same, I know the contents thereof, and I sign the same as my free act and deed.*

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

\_\_\_\_\_  
Date

Approved as to form:

Michael M. Young  
Deputy City Attorney

#### **BOARDWALK ASSOCIATES**

*I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Right-of-Way Use Agreement, I am authorized to execute the same, I know the contents thereof, and I sign the same as my free act and deed.*

Patrick Rants  
Patrick Rants, Boardwalk Associates

09/25/2020  
Date

EXHIBIT 1

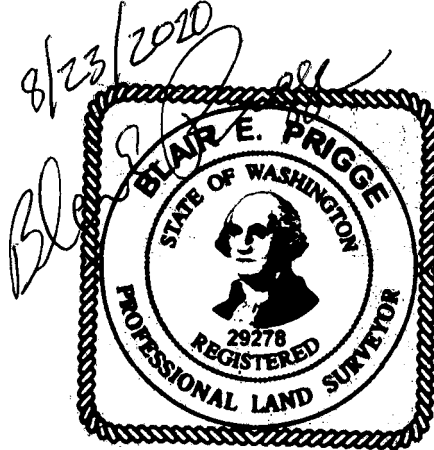
BOARDWALK ASSOCIATES  
RIGHT-OF-WAY USE AGREEMENT DESCRIPTION

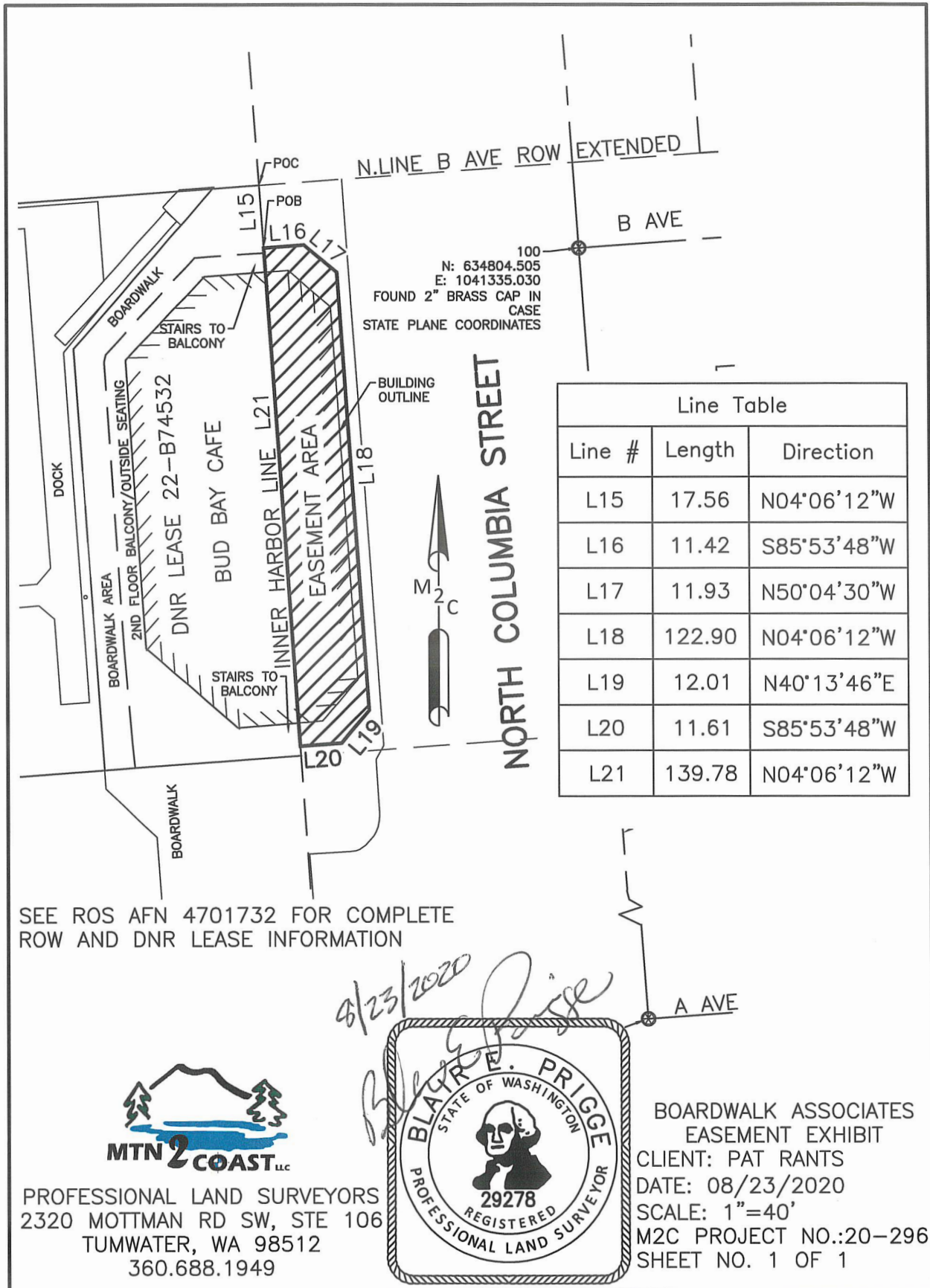
THAT PORTION OF NORTH COLUMBIA STREET ABUTTING THE OLYMPIA HARBOR AREA, FRONTING LOTS 1 AND 2 OF BLOCK 2 AND B AVENUE WEST, AS SHOWN ON THE OFFICIAL MAPS OF THE OLYMPIA TIDE LANDS ON FILE WITH THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON, **COMMENCING** AT A POINT ON THE INNER HARBOR LINE AT THE INTERSECTION OF THE EXTENDED NORTH LINE OF SAID B AVENUE WEST; THENCE ALONG THE INNER HARBOR LINE, SOUTH 04°06'12" EAST, 17.56 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 85°53'48" EAST, 11.42 FEET; THENCE SOUTH 50°04'30" EAST, 11.93 FEET; THENCE SOUTH 04°06'12" EAST, 122.90 FEET; THENCE SOUTH 40°13'46" WEST, 12.01 FEET; THENCE SOUTH 85°53'48" WEST, 11.61 FEET TO SAID INNER HARBOR LINE; THENCE ALONG SAID INNER HARBOR LINE NORTH 04°06'12" WEST, 139.78 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 2,724 SQUARE FEET, MORE OR LESS;

SITUATE IN THE CITY OF OLYMPIA, THURSTON COUNTY, WASHINGTON.

Prepared by: Blair E. Prigge, PLS  
MTN2COAST, LLC  
360.688.1949  
8/23/2020  
20-296







## City Council

### Approval of an Ordinance Accepting a Bequest of \$139,513.42 from the Estate of Ina Fennell, a Former City Employee, to the Recreation Scholarship Program

**Agenda Date:** 10/6/2020  
**Agenda Item Number:** 4.H  
**File Number:**20-0670

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

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#### **Title**

Approval of an Ordinance Accepting a Bequest of \$139,513.42 from the Estate of Ina Fennell, a Former City Employee, to the Recreation Scholarship Program

#### **Recommended Action**

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

Not referred to a committee

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

Move to approve an ordinance to accept a Recreation Scholarship Program bequest from the estate of Ina Fennell.

#### **Report**

##### **Issue:**

Whether to accept an estate bequest to the Recreation Scholarship Program

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

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

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

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

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

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

The Recreation Scholarship Program was established by the Olympia City Council in July of 1996 through Ordinance #5614. This ordinance ordains that monies received from public or private donations shall be deposited for the purposes of providing scholarships to cover activity fees for low-income residents, predominantly youth. Because this fund is heavily depended on donations, available funds tend to lag behind community need. Because of this reality, the fund is not widely marketed out of staff concerns that it would result in turning away several qualifying requests per



year.

Ina Fennell was a 37-year employee with the City, all of those years with the Parks, Arts and Recreation Department making her the longest continuous department employee at the time of her retirement. Ina spent the majority of her career working in customer service jobs at the old community center and The Olympia Center. During this time, she became aware of the need for scholarships to allow individuals to participate in a wide variety of recreation services. Whether it was a week of camp for a school age student, a month of fitness for an adult, or a kayak trip for a mother and son, she recognized the importance of equitable access. Ina was passionate about improving experiences for people, and especially loved her customers. And she was an advocate for them, regardless of their background. If you drew Ina as your customer service rep, you were sure to be made to feel special.

Ina passed away in 2018. Through her estate, she left \$139,513.42 to Olympia Parks, Arts & Recreation “for the specific purpose of providing funds for scholarships for families and individuals to participate in recreational programs throughout the year”. Ina lived the values of the parks and recreation industry and has now created an opportunity for many more citizens to realize the benefits with her legacy gift. By doubling the annual amount of funds typically available for qualifying participants to access, it is projected these funds will last until at least 2037.

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

None

**Options:**

1. Approve the ordinance as submitted.
2. Modify the ordinance as submitted. This option will delay access to the funds for their intended purpose.
3. Do not approve the ordinance as submitted. This option will deny a significant funding source for qualifying individuals and families to access recreation services.

**Financial Impact:**

The Recreation Scholarship Program is 100% donor funded. While many donations come in throughout the year, none match the generosity and value of this one-time opportunity to solidify funds for years to come.

**Attachments:**

Ordinance

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

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, ACCEPTING A BEQUEST TO THE CITY OF OLYMPIA FOR THE PURPOSES SET FORTH IN THE LAST WILL AND TESTAMENT OF INA FENNELL**

**WHEREAS**, Ina Fennell worked for the City of Olympia for 37 years in the Parks, Arts, and Recreation Department; and

**WHEREAS**, Ms. Fennell passed away in 2018 and generously left a bequest in the sum of \$139,513.42 to be used for scholarships for those who might not otherwise be financially able to benefit from certain programs put on by Olympia's Department of Parks, Arts, and Recreation; and

**WHEREAS**, the City Council wishes to recognize Ms. Fennell's thoughtful bequest to Olympia's Department of Parks, Arts, and Recreation; and

**WHEREAS**, the City of Olympia has established the Recreation Scholarship Program for the Department of Parks, Arts, and Recreation where donations and bequests can be deposited for the benefit of providing scholarships to those in financial need so they may participate in Parks, Arts, and Recreation programs;

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

**Section 1.** The City Council hereby accepts the generous bequest from Ina Fennell in the sum of \$139,513.42 to be deposited into the Recreation Scholarship Program of the City of Olympia for the benefit of providing scholarships for those who might not otherwise financially be able to participate in certain programs through Olympia's Parks, Arts, and Recreation Department, as provided under the terms of the Last Will and Testament of Ina Fennell.

**Section 2.** The City Council thanks the Estate of Ina Fennell and expresses its appreciation for her generosity and thoughtfulness to help persons in financial need so they may participate in programs through Olympia's Parks, Arts, and Recreation Department.

**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 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 Amending Olympia Municipal Code Section 18.51.040 Related to the Permitted Hours of Operation for State Licensed Retail Marijuana Establishments

**Agenda Date:** 10/6/2020  
**Agenda Item Number:** 4.I  
**File Number:** 20-0753

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

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#### **Title**

Approval of an Ordinance Amending Olympia Municipal Code Section 18.51.040 Related to the Permitted Hours of Operation for State Licensed Retail Marijuana Establishments

#### **Recommended Action**

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

Not referred to committee.

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

Move to approve the Ordinance Amending Olympia Municipal Code Section 18.51.040 Related to the Permitted Hours of Operation for State Licensed Retail Marijuana Establishments on first reading and forward to second reading.

#### **Report**

##### **Issue:**

Whether to extend the permitted hours of operation of state licensed retail marijuana establishments to align with the operational hours permitted by WAC 314-55-147.

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

Mark Barber, City Attorney, Legal, 360.753.8338

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

None - Consent Calendar Item.

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

Olympia Municipal Code (OMC) Section 18.51.040 currently provides for hours of operation of state licensed retail marijuana establishments between the hours of 8:00 a.m. to 9:00 p.m. This limit on hours of operation differs from that permitted by Washington Administrative Code (WAC) 314-55-147, which permits retail marijuana establishments to operate between the hours of 8:00 a.m. and 12:00 a.m.

The proposed ordinance will amend the OMC to permit hours of operation to align with the operational hours permitted by WAC 314-55-147 and will remove a competitive barrier to retail marijuana establishments located in the City of Olympia from other similar retail establishments operating outside the City's municipal boundaries.

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

None known.

**Options:**

1. Move to approve the Ordinance Amending Olympia Municipal Code Section 18.51.040 Related to the Permitted Hours of Operation for State Licensed Retail Marijuana Establishments
2. Direct staff to modify the Ordinance as to the hours of operation to times other than currently permitted by the OMC, but that are within the permissible times set forth in WAC 314-55-147.
3. Do not approve the Ordinance.

**Financial Impact:**

None known.

**Attachments:**

Ordinance

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

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING OLYMPIA MUNICIPAL CODE SECTION 18.51.040 RELATED TO THE HOURS OF OPERATION OF STATE LICENSED MARIJUANA RETAIL ESTABLISHMENTS OPERATING WITHIN THE CITY OF OLYMPIA**

**WHEREAS**, the Olympia Municipal Code currently provides for hours of operation of retail state licensed marijuana establishments between the hours of 8:00 a.m. to 9:00 p.m.; and

**WHEREAS**, since the commencement of state licensed retail marijuana establishments in the City of Olympia, there have not been reports or concerns of negative impacts related to their operation; and

**WHEREAS**, the Washington State Liquor and Cannabis Board (the "WSLCB") has established permitted hours of operation for state licensed retail marijuana establishments between the hours of 8:00 a.m. to 12:00 a.m. as provided by WAC 314-55-147, and it is reasonable for the City to align its permitted hours of retail operation of with those hours of operation permitted by the WSLCB;

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

**Section 1. Amendment of OMC 18.51.040.** Olympia Municipal Code Section 18.51.040 is hereby amended to read as follows:

18.51.040 State-Licensed Marijuana Producer, Processor and Retailer Requirements

A. General requirements.

A marijuana producer, processor, or retailer licensed by the State of Washington Liquor and Cannabis Board shall be required to comply with all applicable regulations established by the City including, but not limited to, all building and fire code regulations and zoning regulations and shall be required to provide a copy of the state-issued license to the City upon request. A marijuana producer, processor, or retailer licensed by the State of Washington Liquor Control Board shall also be required to comply with all applicable state regulations and all requirements set forth in the state-issued license.

B. Premises Requirements.

A recreational producer, processor, or retailer must operate in compliance with the following conditions:

1. From a public right-of-way, there shall be no exterior display of marijuana or marijuana cultivation visible outside of the premises.
2. The marijuana of a retailer, producer, or processor shall be entirely within a permanent enclosed structure with a roof. The structure shall comply with all applicable code requirements.
3. Areas where marijuana is grown, stored, or dispensed must be provided with ventilation systems so that no odors are detectable off the premises.
4. All premises must comply with the noise control requirements of the Olympia Municipal Code.

5. No minors shall be permitted on marijuana producer, processor, or retailer premises unless accompanied by a parent or guardian.
6. Consumption of marijuana, products containing marijuana or alcohol on the premises is prohibited, as are any other associated uses such as a smoking room, dance or performance space, private club, open-to-the-public nightclub, cabaret, tavern, or similar establishment.
7. All premises must have an operating security and alarm system that is monitored twenty-four (24) hours a day and that includes a video recording system that monitors production, storage, and point of sale areas. All video recordings must be continuously recorded twenty-four (24) hours a day and must be kept for a minimum of forty-five (45) days on the licensee's recording device. All videos are subject to inspection by the Olympia Police Department upon request.
8. A recreational retailer may be open only between the hours of 8 a.m. and ~~9 p.m.~~ 12:00 a.m. or as otherwise permitted by rule or regulation of the Washington State Liquor and Cannabis Board.

## C. City Zoning

### 1. State-Licensed Marijuana Retailers

- i. No person may conduct business within the City of Olympia as a state-licensed marijuana retailer unless they are located within a HCD3, HDC4, MS or GC Zone in accordance with OMC Title 18, Unified Development Code and licensed under this chapter.
- ii. No state-licensed marijuana retailer shall be permitted within five hundred (500) feet of the perimeter of the grounds of a recreation center or facility, child care center, public park, public transit center, or library, or any game arcade admission to which is not restricted to persons aged twenty-one (21) years or older, with the exception of the elementary schools, secondary schools, and playgrounds, for which uses the distance shall remain at one thousand (1,000) feet.
- iii. Waste products must be disposed of in a secure manner that would prevent exposure to the public or create a nuisance.
- iv. A retailer is required to obtain a conditional use permit approved by the Hearing Examiner pursuant to chapter 18.48 OMC.

### 2. State-Licensed Marijuana Producers and Processors

- v. No person may conduct business within the City of Olympia as a state-licensed marijuana producer or processor unless it is located within a light industrial zone in accordance with OMC Title 18, Unified Development Code, and licensed under this chapter.
- vi. Waste products must be disposed of in a secure manner that would prevent exposure to the public or create a nuisance.
- vii. A producer and/or processor is required to obtain a conditional use permit.

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

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

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

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

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MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**

Mark Barber  
CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**





## City Council

### Approval of an Ordinance Amending Olympia Municipal Code Chapter 2.100 Related to the Home Fund Advisory Board

**Agenda Date:** 10/6/2020  
**Agenda Item Number:** 4.J  
**File Number:**20-0759

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

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#### **Title**

Approval of an Ordinance Amending Olympia Municipal Code Chapter 2.100 Related to the Home Fund Advisory Board

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve the Ordinance Amending Olympia Municipal Code Chapter 2.100 Related to the Home Fund Advisory Board on first reading and forward to second reading.

#### **Report**

##### **Issue:**

Whether to add the Home Fund Advisory Board to Olympia Municipal Code Chapter 2.100.

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

Cary Retlin, Home Fund Program Manager, 360.570.3956

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

None - Consent Calendar Item.

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

On October 24, 2017, the Olympia City Council adopted Resolution No. M-1912 authorizing submission to the qualified voters of the City a proposition authorizing an additional sales and use tax of not more than one-tenth of one percent for the Olympia Home Fund for supportive housing and housing-related purposes, including mental and behavioral health-related facilities ("Proposition No. 1").

After approval, passage, and certification of Proposition No. 1 in February 2018, the Olympia City Council enacted Ordinance No. 7127 imposing the additional sales and use tax at a rate of one-tenth of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax. The tax became effective on the earliest practicable date consistent with RCW 82.14.055

following enactment of the Ordinance.

On or about February 5, 2019, the Olympia City Council adopted and approved a Home Fund Charter for the purpose of creating the charter Home Fund Advisory Board, established to ensure that the expenditures of the Olympia Home Fund dollars and other resources are invested based upon the priorities and commitments made by the City to voters. The initial Home Fund Advisory Board would consist of a broad based group of citizens, residents and affected partners who could advise the City Council on how best to invest limited housing and related social service dollars to meet the most urgent community needs as permitted by relevant statutes and ordinances.

Legal staff has recommended that the Home Fund Advisory Board be added to Olympia Municipal Code Chapter 2.100, so it is codified along with the other citizen-member advisory boards, commission and committees appointed by the City Council.

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

None known.

**Options:**

1. Approve the Ordinance Amending Olympia Municipal Code Chapter 2.100 Related to the Home Fund Advisory Board.
2. Direct staff to modify the ordinance.
3. Do not approve the ordinance.

**Financial Impact:**

None.

**Attachments:**

Ordinance

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

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, ESTABLISHING THE HOME FUND ADVISORY BOARD AND ADDING A NEW ARTICLE VIII TO CHAPTER 2.100 OF THE OLYMPIA MUNICIPAL CODE**

**WHEREAS**, on October 24, 2017, the Olympia City Council adopted Resolution No. M-1912 (the "Ballot Resolution") authorizing submission to the qualified voters of the City a proposition authorizing an additional sales and use tax of not more than one-tenth of one percent for the Olympia Home Fund for supportive housing and housing-related purposes, including mental and behavioral health-related facilities ("Proposition No. 1"); and

**WHEREAS**, Proposition No. 1 was approved by the requisite number of voters at the election held on February 13, 2018, and its passage was certified by the Thurston County Auditor on February 23, 2018; and

**WHEREAS**, the Olympia City Council enacted Ordinance No. 7127 imposing the additional sales and use tax at a rate of one-tenth of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax. The tax became effective on the earliest practicable date consistent with RCW 82.14.055 following enactment of the Ordinance; and

**WHEREAS**, Ordinance No. 7127 provided that the additional sales and use tax receipts provided by RCW 82.14.530 shall be used for low income housing and housing-related services, including mental and behavioral health programs and facilities as required by RCW 82.14.530 and that a minimum of sixty percent (60%) of the monies collected under RCW 82.14.530 shall be used for the housing and housing-related purposes as defined in RCW 82.14.530(2)(a)(i), (ii), and (iii), and the remainder of the monies collected shall be used for the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services as required by RCW 82.14.530(2)(c); and

**WHEREAS**, the Olympia City Council created the Home Fund Advisory Board for the purpose of creating a broad based group of Olympia citizens and residents and affected partners to advise the Olympia City Council on how best to invest limited housing and related social service dollars to meet the most urgent community needs for low income housing and shelter facilities for those persons experiencing homelessness consistent with RCW 82.14.530 and other applicable laws and ordinances; and

**WHEREAS**, through Ordinance No. 7135, the Olympia City Council created a fund to be known as the Home Fund, and through Ordinance No. 7150, the Council created a fund to be known as the Home Fund Capital Fund; and

**WHEREAS**, OMC 3.04.142 provides that monies shall be deposited in the Home Fund from sales and use tax authorized by RCW [82.14.530](#) and interest thereon, and other funds as determined by the City Council to support the purposes of the Home Fund; and

**WHEREAS**, OMC 3.04.142 further provides that a maximum of forty (40) percent of the monies collected under RCW [82.14.530](#) shall be used for the operation, delivery, or evaluation of mental and behavioral health treatment. Other funds deposited in the Home Fund shall be used for purposes similar in nature to the above, as determined by the City Council; and

**WHEREAS**, the Olympia City Council adopted and approved a Home Fund Charter on or about February 5, 2019, for the purpose of creating the charter Home Fund Advisory Board to ensure that the expenditures of the Olympia Home Fund dollars and other resources are invested based upon the

priorities and commitments made by the City to voters and that the initial Home Fund Advisory Board would consist of a broad based group of citizens, residents and affected partners who could advise the City Council on how best to invest limited housing and related social service dollars to meet the most urgent community needs as permitted by relevant statutes and ordinances;

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

**Section 1. Amendment of OMC 2.100.000.** Olympia Municipal Code Section 2.100.000 is hereby amended to read as follows:

Chapter 2.100  
CITIZEN-MEMBER ADVISORY BOARDS, COMMISSIONS AND ~~ADVISORY~~  
COMMITTEES

2.100.000 Chapter Contents

Sections:

Article I. CITIZEN-MEMBER ADVISORY BOARDS, COMMISSIONS AND ~~ADVISORY~~ COMMITTEES APPOINTED BY  
THE OLYMPIA CITY COUNCIL

- 2.100.010 Purpose.
- 2.100.020 Boards, Commissions and Committees Established.
- 2.100.030 List - Citizen –Member Boards, Commissions and Committees Appointed by the Olympia City Council.
- 2.100.040 Members.
- 2.100.050 Term of Office.
- 2.100.060 Vacancies.
- 2.100.070 Rules of Procedure and Bylaws.
- 2.100.080 Annual Work Plan.
- 2.100.090 Staff Liaison Support.

Article II. ARTS COMMISSION

- 2.100.100 Established - Purpose.
- 2.100.110 Duties of Commission.
- 2.100.120 Budget.
- 2.100.130 Public Art –Purpose.
- 2.100.140 Public Art--Duties of Commission.
- 2.100.150 Public Art--Allocation of Municipal Funds.
- 2.100.160 Public Art--Definitions.
- 2.100.170 Public Art--Funds for Public Art.
- 2.100.180 Public Art--Municipal Art Fund.
- 2.100.190 Public Art--Administrative Guidelines –Public Art, Art Programs and Services.

- 2.100.200 Public Art--Maintenance and Conservation of Public Art.
- 2.100.210 Donations for Community Art Programs and Services; City Manager Authorized to Accept.
- 2.100.220 Donations for Community Art Programs and Services; Application of Ordinance.
- 2.100.230 Donations for Community Art Programs and Services; Community Arts Account Established.
- 2.100.240 Appropriation of Donations for Art Programs and Services.

#### Article III. BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

- 2.100.250 Established -- Purpose.
- 2.100.270 Duties.

#### Article IV. LODGING TAX ADVISORY COMMITTEE

- 2.100.280 Established--Purpose.
- 2.100.290 Membership--Appointment.
- 2.100.300 Duties.
- 2.100.310 Relationship between the Lodging Tax Advisory Committee and City Council.

#### Article V. PARKS AND RECREATION ADVISORY COMMITTEE

- 2.100.320 Established--Purpose.
- 2.100.340 Duties.

#### Article VI. PLANNING COMMISSION

- 2.100.350 Established – Membership – Purpose.
- 2.100.360 Duties.
- 2.100.370 Powers of City Council.
- 2.100.380 Use Districts –Development Plan.
- 2.100.390 Comprehensive Plan –Purpose and Preparation.
- 2.100.400 Comprehensive Plan –Public Hearing--Copy Filing.
- 2.100.410 Comprehensive Plan –Modification Procedure.

#### Article VII. UTILITY ADVISORY COMMITTEE

- 2.100.420 Established –Purpose.
- 2.100.440 Powers and Duties.

#### Article VIII. HOME FUND ADVISORY BOARD

- 2.100.450 Established – Purpose.
- 2.100.460 Powers and Duties.

NOTE: See OMC Chapter 18.76 for Design Review Board and OMC Chapter 18.84 for Heritage Commission-Historic Preservation.

**Section 2. Amendment of OMC 2.100.** Olympia Municipal Code Chapter 2.100, Article I, is hereby amended to read as follows:

**Article I. CITIZEN-MEMBER ADVISORY BOARDS, COMMISSIONS AND ~~ADVISORY~~ COMMITTEES  
APPOINTED BY THE OLYMPIA CITY COUNCIL**

**2.100.010 Purpose**

The purpose of this chapter is to create specific citizen-member ~~committees~~ advisory boards, commissions and committees appointed by the City Council, and provide uniform policies for the boards, commissions and committees enabled herein, to the extent possible.

**2.100.020 Boards, Commissions and Committees Established**

All citizen-member boards, commissions and committees appointed by the City Council shall be established by Ordinance of the City Council and which shall contain a statement of purpose and of duties. Except as may be otherwise provided by ordinance, the boards, commissions and committees appointed by Council are advisory in nature.

**2.100.030 List - Citizen –Member Boards, Commissions and Committees Appointed by the Olympia City Council**

The boards, commissions and committees appointed by the City Council are:

- A. Arts Commission (See OMC 2.100.100 - 2.100.240)
- B. Bicycle and Pedestrian Advisory Committee (See OMC 2.100.250 - 2.100.270)
- C. Design Review Board (See OMC 18.76)
- D. Heritage Commission (See OMC 18.12)
- E. Lodging Tax Advisory Committee (See OMC 2.100.280 - 2.100.310)
- F. Parks and Recreation Advisory Committee (See OMC 2.100.320 - 2.100.340)
- G. Planning Commission (See OMC 2.100.350 - 2.100.410)
- H. Utility Advisory Committee (See OMC 2.100.420 - 2.100.440)
- I. Home Fund Advisory Board (See OMC 2.100.450 - 2.100.480)

#### **2.100.040 Members**

A. Number of Members. Except as may be otherwise be provided by ordinance, each board, commission or committee shall consist of nine (9) members appointed by the City Council.

B. Residency. Except as may be otherwise provided in the Olympia Municipal Code regarding a specific board, commission or committee, the majority of members on each board, commission and committee shall reside within the corporate limits of the City of Olympia or the City of Olympia Urban Growth Area.

1. This provision shall not apply to a board, commission or committee member when there is a member vacancy during a term of office resulting in less than a majority of the remaining members residing within the corporate limits of the City of Olympia or the Urban Growth Area. In this case, the residency requirement may be suspended for the remainder of the term that was vacated.

C. Compensation. All board, commission and committee members shall serve without compensation, except as determined by the Olympia City Council.

D. Appointment.

1. Members are appointed by majority vote of the Olympia City Council in an open public meeting.

2. Members serve at the discretion of the City ~~Council, and~~ Council and may be removed from office for any reason by majority vote of the City Council in a public meeting.

3. City employees are not eligible for appointment to a board, commission or committee during the term of their employment with the City.

E. Recruitment. The City Council's General Government Committee shall develop and implement a public process to recruit potential board, commission and committee members.

F. Diversity. Given the applicant pool and qualifications at the time of member recruitment, the City Council shall strive, to the best of its ability, to achieve diversity in geographic residence within the City, gender, age, profession, race and ethnicity on each board, commission and committee. ~~Except as may otherwise be provided by ordinance, n~~ No geographic, gender, age, profession, race nor ethnicity restrictions shall be placed on applicant eligibility.

G. Non-Partisan. All board, commission and committee positions are non-partisan.

#### **2.100.050 Term of Office**

A. The term of office for board, commission and committee positions shall be three (3) years, except as modified by the City Council, and such terms shall commence on April 1.



B. The terms shall be staggered so that as near as possible one-third of each board's, commission's and committee's membership shall expire each year.

C. Terms shall be limited to three (3) full terms, nine (9) years, on any one board, commission or committee (except for the Design Review Board and the Heritage Commission). Partial terms will not be counted toward the number of terms considered. Citizens or residents who have reached the term limit on any one board, commission or -committee remain eligible to apply and serve on a different board, commission or committee. Upon a motion properly made and seconded, the City Council may waive a term limit restriction upon a vote of a majority of the City Council.

#### **2.100.060 Vacancies**

A. Vacancies on boards, commissions or committees occurring during the term of office shall be filled based upon on a timeline determined by the City Council's General Government Committee.

B. Any person appointed to fill a vacancy shall be appointed for the remainder of the unexpired term.

#### **2.100.070 Rules of Procedure and Bylaws**

The General Government Committee of the City Council shall establish Rules of Procedure and Bylaws for boards, commissions and committees.

#### **2.100.080 Annual Work Plan**

Each board, commission and committee, except the Design Review Board, shall present an annual work plan to the City Council for approval in a format and within parameters determined by the City Council's General Government Committee. Substantive changes to the work plan after approval by the City Council shall be submitted to the General Government Committee for consideration and recommendation to the full Council.

#### **2.100.090 Staff Liaison Support**

The City Manager, or designee, shall appoint a primary staff liaison for each board, commission and committee to ensure that meeting notifications and recordkeeping occurs consistent with applicable State laws; to provide professional guidance, issue analysis and recommendations; to assist the board, commission and committee with research, report preparation, and correspondence in keeping with the board's, commission's or committee's Council-approved work plan; and to perform other board, commission and committee liaison duties as may be assigned by the City Manager or designee.

**Section 3. Amendment of OMC 2.100.** A NEW Article VIII, Home Fund Advisory Board, is hereby added to Olympia Municipal Code Chapter 2.100 to read as follows:

#### **2.100.450 Established – Purpose**

There is hereby established a Home Fund Advisory Board to accomplish the following:

A. Advise the City Council concerning the formulation of processes, procedures and criteria for carrying out the goals of the Olympia Home Fund; and

B. Ensure the expenditures of Olympia Home Fund dollars and other resources are invested based upon the priorities and commitments made to voters by the City of Olympia.

#### **2.100.480 Duties**

The Home Fund Advisory Board shall have the following powers and duties:

A. Priority Setting.

1. To review the overall housing needs of vulnerable populations within the City.

2. To coordinate with other stakeholders, City boards, commissions and committees, government funders and other public and private partners to develop categories of need and priority projects to meet those needs consistent with statutory limitations on use of Home Fund dollars; and

3. To make recommendations to the City Council concerning appropriate low income housing projects and housing and mental health related services.

B. Public Communication. To facilitate and recommend outreach to the community about the Home Fund priorities, projects, services and investments.

C. Home Fund Allocations. To provide advice to the City Council on any proposed allocation of Home Fund dollars. This may be done through a subcommittee to expedite awards and reduce potential conflicts of interest.

D. Coordination. To be familiar with other funding plans and funding sources in order to maximize investment in Home Fund projects. Partners may include, but are not limited to:

- Thurston County Five-Year Plan
- Olympia's CDBG Annual Plan and Five-Year Plan
- The Regional Housing Council
- Housing Action Team
- Thurston County Housing Authority
- Continuum of Care
- Housing Finance Commission
- Housing Trust Fund

**Section 3. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 4. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

**Section 5. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 6. Effective Date.** This Ordinance shall take effect thirty (30) days after publication, as provided by law.

---

MAYOR

**ATTEST:**

---

CITY CLERK

**APPROVED AS TO FORM:**

Mark Barber  
CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

### Public Hearing on the Draft 2019 Wastewater Management Plan

**Agenda Date:** 10/6/2020  
**Agenda Item Number:** 5.A  
**File Number:** 20-0762

---

**Type:** public hearing **Version:** 1 **Status:** Public Hearing

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#### Title

Public Hearing on the Draft 2019 Wastewater Management Plan

#### Recommended Action

##### Committee Recommendation:

The Utility Advisory Committee reviewed the Draft 2019 Wastewater Management Plan and recommended forwarding it to Council for a briefing, public hearing and approval at a future date.

##### City Manager Recommendation:

Hold a public hearing on the Draft 2019 Wastewater Management Plan, and then move to approve the Plan.

#### Report

##### Issue:

Whether to hold a public hearing and approve the Draft 2019 Wastewater Management Plan.

##### Staff Contact:

Susan Clark, Engineering and Planning Supervisor, Public Works Water Resources, 360.753.8321

##### Presenter:

Susan Clark, Engineering and Planning Supervisor

#### Background and Analysis:

The Wastewater Utility's mission is to collect and convey wastewater to treatment facilities in a manner that protects the health of both the public and our environment.

The Utility carries out its mission by maintaining and replacing existing utility infrastructure and planning for expansion into areas within the City and Urban Growth Area that are currently undeveloped or served by onsite sewage systems (OSS). Wastewater flows through City-owned sewer infrastructure to the LOTT Clean Water Alliance's Budd Inlet Treatment Plant, where it is treated and either discharged to Budd Inlet, or reclaimed for beneficial uses.

While a wastewater plan is only required at the time a wastewater utility is first established, the Wastewater Utility continues to update its plan to guide its work. The last management plan was

approved in 2013 (2013 Plan). In spring 2018, a City cross-sectional Plan Update Team began meeting to update the 2013 Plan. Because the 2013 Plan served as an excellent starting point, the Plan Update Team proposed minor updates only, as summarized below:

- Consolidation of two 2013 Plan goals (water use and energy) into one new climate change goal.
- Revision of 2013 Plan objectives to reflect recent accomplishments and current issues facing the Utility.
- Elimination of 2013 Plan strategies the Wastewater Utility has accomplished, and incorporation of new strategies primarily focused on addressing climate change and adapting infrastructure to accommodate sea level rise.
- Revision of the challenges facing the Wastewater Utility to address current conditions.
- Incorporation of a revised system capacity analysis, including the incorporation of four capital projects into the 2019 Plan's 20-year capital facilities plan to address future capacity limitations.
- Incorporation of a revised financial analysis.

Under the Draft 2019 Wastewater Management Plan (2019 Plan), the Wastewater Utility will emphasize the following existing key strategies:

- Conversions of OSS to municipal sewer.
- Prohibiting Sewer Tank Effluent Pump (STEP) systems for new subdivisions and commercial development while recognizing STEP systems may be appropriate in limited areas.
- Reducing Inflow and Infiltration.
- Asset Management Program Implementation (e.g. condition rating and preventive maintenance).

Recommended new key strategies include:

- Prioritizing extensions of gravity sewer systems over other sewer types (e.g. STEP, grinder).
- Exploring options for public participation in new regional lift stations as a means to construct sewers in areas where densities are not favorable to development-driven sewer infrastructure.
- Developing a force main cleaning program.
- Understanding STEP system maintenance costs.
- Supporting the City's climate mitigation work and addressing sea level rise.

A State Environmental Policy Act (SEPA) Determination of Non-significance (DNS) was issued on the 2019 Plan.

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

The City developed a project website and sent customers project information in the City's *Five Things* March/April 2019 utility bill insert. The Utility Advisory Committee reviewed the 2019 Plan and recommended approval. Staff held a public comment period on the 2019 Plan. Minimal comments were received. See attachment "Revisions Made to Address Public and Stakeholder Comments".

#### **Options:**

1. Hold a public hearing and approve the Draft 2019 Wastewater Management Plan. Implementation of the 2019 Plan will ensure the needs of the community are addressed.
2. Recommend revisions to the Draft 2019 Wastewater Management Plan. This option will delay implementation.

**Financial Impact:**

The Wastewater Utility funds the Wastewater Management Plan. The 2019 Plan has utility rate and general facilities charge (GFC) implications. However, the implementation of future rates and GFCs is addressed during Council's annual budget decisions. The Utility Advisory Committee will evaluate the financial information in the plan and will provide their recommendations to Council during the budgeting process.

Chapter 11 and Appendix H contain the financial analysis conducted for the 2019 Plan by the Utility's financial consultant, FCS Group, including rate increases necessary to fully fund all recommended strategies and capital projects as presented.

**Attachments:**

UAC Letter of Support

[Link to 2019 Plan and Appendices](#)

[Revisions to Address Public and Stakeholder Comments](#)



November 7, 2019

Olympia City Council  
PO Box 1967  
Olympia, WA 98507- 1967

Dear Councilmembers:

**SUBJECT: Draft 2019 Wastewater Management Plan**

This letter provides a recommendation from the City's Utility Advisory Committee to City Council regarding the Draft 2019 Wastewater Management Plan.

The City's Utility Advisory Committee (UAC) work plan for this year tasked the Committee with review of the Draft 2019 Wastewater Management Plan and providing subsequent recommendations to City Council.

The UAC participated in the scoping of the Wastewater Plan in 2018. Emerging wastewater issues were discussed and incorporated into the outline for the Plan. During the spring and summer of 2019, the UAC reviewed a draft of the Plan and provided City staff with comments and suggestions. Key topics of discussion included climate change, capacity issues and financial implications.

The UAC agrees with staff regarding the overall status of the Wastewater Utility. The City's Wastewater Utility is in good shape after implementing strategies from the 2013 Wastewater Management Plan. The draft 2019 Plan presents no surprises. Rather, it takes advantage of the strong position of the Utility to suggest long-term refinements in the delivery of its services. The UAC's suggestions for the Utility have been incorporated into the document.

Financial Implications

The financial analysis associated with the draft Plan confirms that the Utility is financially stable. The financial evaluation investigated both six and 20-year capital facility plans. These capital plans anticipate proactively implementing infrastructure needs at a rate that is consistent with current expenditures.

Wastewater general facility charges (GFCs) were also evaluated, considering a 20-year horizon for planning purposes. The UAC will review a specific recommendation on Wastewater GFCs as part of our rate discussions for the 2021 budget.

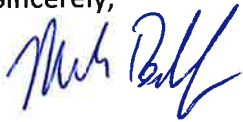


Recommendation to City Council

The UAC supports the draft 2019 Wastewater Plan and recommends the City Council approve it.

Thank you for the opportunity to comment. Please let me or Luke Bowerman, UAC Vice Chair, know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mike Buffo", is written over the word "Sincerely,".

**MIKE BUFFO**

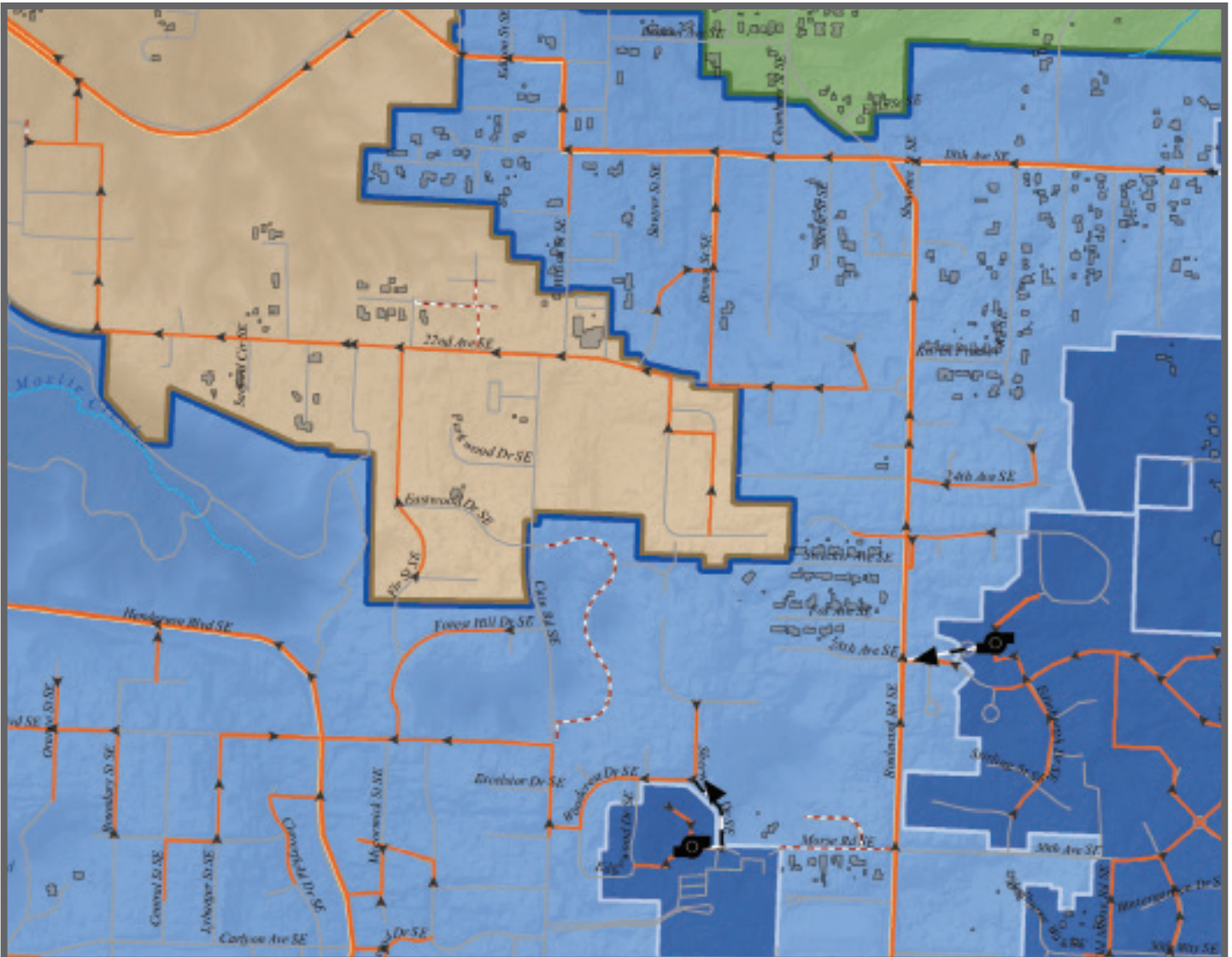
Chair, Utility Advisory Committee

cc. UAC Members



# DRAFT Wastewater Management Plan

August 2019





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# CHAPTER 1 – EXECUTIVE SUMMARY

## 1.1 Overall Vision

The Wastewater Utility’s mission is to collect and convey wastewater, also known as sewage, to treatment facilities in a manner that protects the health of both the public and the environment. It does this by: (1) maintaining and replacing existing utility infrastructure, and (2) planning for expansion into areas within the City and its Urban Growth Area (UGA) that are currently undeveloped or served by septic systems, also known as onsite sewage systems (OSS).

Under the direction of previous wastewater management plans, utility staff is successfully implementing a comprehensive and effective wastewater program. This Plan provides refinements rather than major changes to the 2013 Plan.

The guiding vision for addressing these two aspects of wastewater management is taken from the Utilities Goals in the City’s Comprehensive Plan. For example, Goal GU2 reflects the City’s vision for a sustainable future for our community:

*Reliable utility service is provided at the lowest reasonable cost, consistent with the City’s aims of environmental stewardship, social equity, economic development and the protection of public health.*

With this Plan, the intention is to identify goals and objectives and develop specific strategies to address them. In this way, the Plan provides policy and financial guidance for the Utility in constructing, operating, maintaining, and improving utility infrastructure for the next 20+ years.

The Utility provides a level of service consistent with City and State expectations for protecting public and environmental health as well as ensuring that infrastructure operation, maintenance, and upgrades are proactively completed. Under this Plan, the expected level of service will be maintained.

The Utility is responsible for conveying wastewater flows to the Budd Inlet Treatment Plant, operated by the LOTT Clean Water Alliance (LOTT). While well-coordinated with utility management and this Plan, LOTT is a distinct entity meeting the needs of Olympia, Lacey, Tumwater and Thurston County. More information on LOTT can be found at <http://www.lottcleanwater.org/>.

This chapter summarizes the challenges identified in this Plan; presents the goals, objectives and strategies that have been developed to address these challenges; and lists the capital projects that have been prioritized for implementation in the next 20+ years. Table 1.1 defines these key planning terms; understanding them will make it easier to see how specific elements of this Plan relate to each other.

Table 1.1 Key Planning Terms	
Goals	Broad, qualitative statements of what the Wastewater Utility hopes to achieve.
Objectives	Specific, measurable statements of what will be done to achieve the Goals within a particular time frame.
Strategies	General approaches or methods for achieving Objectives and resolving specific issues. Strategies speak to the question “How will we go about accomplishing our Objectives?”

## 1.2 Challenges

The Utility faces numerous challenges in providing sewer service consistent with its mission and vision. The 2013 Wastewater Management Plan identified nine key challenges. Since 2013, utility staff have taken major steps to address these challenges; however, some of these and others remain to be addressed in this and future wastewater management plans.

Below is summary of the major challenges now facing the Utility; they are discussed in more detail in **Chapter 8**:

1. **Aging infrastructure** - Aging and maintenance-intensive infrastructure poses risks to public health and water quality. Understanding the condition of the Utility's infrastructure assists with replacement and maintenance decisions and is referred to as "asset management". Effective operations and maintenance are critical to the wastewater system.
2. **Onsite sewage systems** – Although progress has been made on the removal of OSS located within city limits and the urban growth area in recent years, OSS in urban areas continue to threaten ground and surface water quality and public health, particularly in northeast and southeast Olympia.
3. **Extending sewer infrastructure to new development** - Planned development in Olympia and its UGA requires planning for sewer extensions cost-effectively and equitably.
4. **Climate Change** - Changing climate in the Pacific Northwest will likely result in increased rainfall and rising sea levels. Increased rainfall and associated flooding could result in increased flows into the combined storm/sewer system. Approximately five wastewater lift stations could be impacted by rising seas. Early adaptation to higher sea levels may allow for continued reliability and lowest reasonable cost. Efforts made by the Utility, such as reducing its energy use and promoting water conservation activities, could assist the community in its efforts to mitigate climate change.
5. **Equitable and predictable rates and fees** – Creating predictability for customers and developers is difficult in a complex environment. The plan will address the balance between ongoing utility needs and keeping rates as low as possible.
6. **STEP Systems** – Septic Tank Effluent Pump (STEP) challenge topics include: maintenance—including lifecycle costs of major components, odor control and corrosion control.
7. **Inflow and Infiltration** - Inflow and Infiltration (I & I) from groundwater and stormwater can unnecessarily consume pipe and treatment plant capacity. To keep pipe capacities from being exceeded, priority areas for addressing I & I should be identified.
8. **Fats, Oils, and Grease** - Significant utility staff time is spent on tasks associated with Fats, Oils, and Grease (FOG), including educating customers on proper disposal methods, responding to wastewater system blockages and coordinating with LOTT. The Utility's current FOG cleaning program is focused on grease cleaning. To ensure it continues to be addressed, current staffing, anticipated staffing needs and potential opportunities to partner with the City's Storm and Surface Water Utility should be analyzed and identified.

## 1.3 Summary of Goals, Objectives and Strategies

This Plan establishes seven goals for the next 20 years, with one or more objectives and strategies for each. **Chapter 9** explains how the Plan's goals, objectives and strategies address the challenges listed above, and how they are oriented toward the Comprehensive Plan vision of providing "reliable utility service at the lowest reasonable cost, consistent with the City's aims of environmental stewardship, social equity, economic development and the protection of public health".

Table 1.2 includes the Utility's goals and corresponding objective(s). Under each objective are its respective strategies.

**Table 1.2 Goals, Objectives and Strategy Summary**

## Water Quality Goal

Clean Water Act and Safe Drinking Water Act standards for nitrogen, fecal coliform and other constituents of concern in groundwater and surface water are met.

### Objective 1A Encourage OSS conversions through the Septic to Sewer Program.

	<b>Strategy 1A1</b>	Complete sewer extensions projects that allow for individual OSS conversions.
	<b>Strategy 1A2</b>	Provide technical assistance and public education for individual and neighborhood OSS conversions to municipal sewer.

### Objective 1B Facilitate the orderly expansion of the public sewer system.

	<b>Strategy 1B1</b>	Give priority to extensions of gravity sewer systems over other sewer types (e.g. STEP, grinder).
	<b>Strategy 1B2</b>	Allow the limited use of STEP systems for OSS conversions and infill development in neighborhoods currently served by STEP systems.
	<b>Strategy 1B3</b>	Explore options for public participation in new lift stations and force mains.

### Objective 1C Eliminate illicit discharges of wastewater into stormwater conveyance pipes and receiving waters.

	<b>Strategy 1C1</b>	In partnership with the City's Storm and Surface Water Utility, provide timely investigation and response to illicit discharges.
--	---------------------	--

## Public Health Goal

No one is exposed to sewer overflows or excessive odors.

### Objective 2A Reduce the volume of sewer overflows annually.

	<b>Strategy 2A1</b>	Reduce the number of sewer pipe blockages through continued preventive maintenance activities such as pipe and maintenance hole cleaning, root control and minor repairs.
	<b>Strategy 2A2</b>	Continue to provide adequate resources for improved mapping and documentation of the wastewater pipe system.
	<b>Strategy 2A3</b>	Implement education and enforcement efforts to reduce preventable blockages due to fats, oils and grease (FOG) build-up, with assistance from LOTT.
	<b>Strategy 2A4</b>	Reduce infiltration and inflow in prioritized areas so that pipe capacities are not exceeded.
	<b>Strategy 2A5</b>	During sewer spills and other emergencies, utilize available regional resources through the LOTT Mutual Aid Agreement.
	<b>Strategy 2A6</b>	Improve operations and maintenance capacity by continuing to incorporate new field technologies.
	<b>Strategy 2A7</b>	Use succession planning and new staff on-board training as tools to ensure adequate staff resources.

<b>Objective 2B</b>	<b>Manage odors from sewer systems.</b>	
	<b>Strategy 2B1</b>	Investigate odor complaints promptly and resolve as appropriate.
<b>Climate Change Goal</b> The Utility implements all applicable City and region-wide climate change mitigation and adaptation measures.		
<b>Objective 3A</b>	<b>Reduce the Wastewater Utility's greenhouse gas emissions.</b>	
	<b>Strategy 3A1</b>	Complete an energy audit for lift stations.
	<b>Strategy 3A2</b>	Develop a sewer force main cleaning program.
	<b>Strategy 3A3</b>	Research opportunities to sell back stored energy to the grid.
	<b>Strategy 3A4</b>	Meet City-wide greenhouse gas emissions reduction goals including those related to fleet and building operations.
	<b>Strategy 3A5</b>	Continue participation in Puget Sound Energy's Green Power Program.
	<b>Strategy 3A6</b>	Continue implementing green infrastructure project evaluation processes (e.g. Envision) for wastewater capital projects.
	<b>Strategy 3A7</b>	Prioritize Inflow and Infiltration projects in lift station basins with high peak flows.
<b>Objective 3B</b>	<b>Adapt wastewater infrastructure to accommodate predicted sea level rise projections.</b>	
	<b>Strategy 3B1</b>	Perform a thorough evaluation of the wastewater infrastructure vulnerability to sea level rise.
	<b>Strategy 3B2</b>	Elevate, flood proof or relocate low-lying lift stations.
	<b>Strategy 3B3</b>	Monitor tidally influenced zones to determine whether hydraulic pressures are increasing Inflow and Infiltration.
	<b>Strategy 3B4</b>	Consider revisions to Engineering Design and Development Standards that take into account infrastructure's estimated effective life and sea level rise projections.
	<b>Strategy 3B5</b>	Collaborate with the LOTT Clean Water Alliance on winter preparedness and emergency response efforts. Expand efforts to include protection of the combined sewer.
<b>Objective 3C</b>	<b>Adapt wastewater infrastructure to accommodate forecast precipitation trends.</b>	
	<b>Strategy 3C1</b>	Track climate science to understand precipitation trends and the implications for future urban and watershed-based flooding.
	<b>Strategy 3C2</b>	Consider revisions to Engineering Design and Development Standards and the Drainage Design and Erosion Control Manual that take into account regional climate model precipitation projections throughout infrastructure estimated effective life.
	<b>Strategy 3C3</b>	Collaborate with the LOTT Clean Water Alliance to separate combined wastewater/stormwater pipes in conjunction with stormwater and road improvements or residential repairs, when economically feasible.

Utility Rates and Fees Goal		
Utility rates and fees are equitable and affordable, minimizing rate increases while maintaining consistent levels of service.		
Objective 4A	Coordinate the financial management of the three water-based utilities so that utility rate increases are distributed over time.	
	Strategy 4A1	Conduct regular financial studies, coordinated with other water resource utilities and potentially including LOTT.
Objective 4B	Manage utility rates and connection fees consistent with the City's guiding principle of growth paying for growth.	
	Strategy 4B1	Update utility rates and general facility charges (GFCs) to reflect costs of providing needed services, while looking for opportunities to improve the equitable distribution of charges.
	Strategy 4B2	Understand the actual costs of providing service to STEP system customers.
Objective 4C	Use computer-based asset management systems in order to minimize infrastructure life-cycle costs while maintaining a consistent level of service.	
	Strategy 4C1	Continue a pipeline condition rating program which tracks the physical integrity of the wastewater pipe system.
	Strategy 4C2	Inspect maintenance holes consistent with the Maintenance Hole Assessment Certification Program for condition rating.
	Strategy 4C3	Based on pipe and maintenance hole condition rating outcomes, complete priority repairs and replacements of pipes and structures.
	Strategy 4C4	Inspect and condition rate lift stations and STEP systems on a regular basis.
	Strategy 4C5	Based on lift station and STEP system condition ratings outcomes, complete priority repairs and replacements of pumping infrastructure.
Integrated Water Resources Goal		
Water resource utilities are planning together for long-term environmental, economic and social changes.		
Objective 5A	Integrate Water Resource activities that share common goals, resources and/or assets.	
	Strategy 5A1	Coordinate public education activities with the Drinking Water and Storm and Surface Water Utility.
	Strategy 5A2	Allow and promote greywater subsurface irrigation alternatives in concert with Thurston County.
Informational Goal		
Customers and the community are informed about and involved in wastewater management activities.		
Objective 6A	Keep customers and the community informed and involved.	
	Strategy 6A1	Update and expand the Utility's website and other media to disseminate information consistent with the objectives of this Plan.
	Strategy 6A2	Coordinate customer and community education efforts with the other water resource utilities, LOTT and Thurston County Environmental Health.
	Strategy 6A3	Provide adequate resources for public education and involvement.






## 1.4 Summary of Capital Projects

Table 1.3 lists all of Capital Projects identified in Chapter 10 that are scheduled to be constructed in the next six years. For a complete list of projects for the 20-year planning period, see **Chapter 10**.

Table 1.3 Six Year List of Capital Projects			
Project Name	Description	Cost (\$K)	Timing
<b>Program 9021– Asphalt Overlays</b>			
Asphalt Overlay	Adjust maintenance hole rims et. al. in street right-of-way	\$14	Every 3 years
<b>Program 9703 – Replacement and Repairs</b>			
Prioritized Repairs	Major repairs using trenchless technologies	\$593	Annual
Spot Repairs	Isolated open cut repair work	\$134	Annual
Maintenance Hole Repair and Replacement	Addressing structural deficiencies and leaks	\$134	Every 3 years
Side Sewer Repairs	Repair City-owned sewer laterals in right-of-way	\$30	Annual
STEP Rehabilitation Equipment	Provides equipment needed for STEP system rehabilitation	\$233	Annual
Asphalt for Sewer Repairs	Provides asphalt for roadway restoration after sewer repairs	\$29	Annual
<b>Program 9806 – Lift Stations</b>			
Old Port 1 Construction	Upgrade existing lift station and install new force main	\$1607	2020
Miller and Central Upgrade Construction	Upgrade existing lift station and install new force main	\$940	2020
Miller and Ann Upgrade Design	Design upgrades to existing lift station	\$110	2020
Miller and Ann Upgrade Construction	Upgrade existing lift station	\$455	2021
Rossmor Upgrade Design	Design upgrades to existing lift station and new force main	\$228	2021
Rossmor Upgrade Construction	Upgrade existing lift station and install new force main	\$948	2022
Old Port II Upgrade Design	Design upgrades to existing lift station and new force main	\$354	2023
Old Port II Upgrade Construction	Upgrade existing lift station and install new force main	\$1475	2024
Roosevelt & Yew Upgrade Design	Design upgrades to existing lift station and new force main	\$292	2025
<b>Program 9808 – Sewer System Planning</b>			
Televising and Condition Rating	Ongoing pipe condition monitoring work	\$29	Annual
Force Main Condition Assessment	Force main condition monitoring activities	\$38	Annual
Asset Management Implementation and Maintenance	Roll out and ongoing maintenance of City Works assess management software system	\$29	Annual

Project Name	Description	Cost (\$K)	Timing
<b>Program 9809 – Pipe Extensions</b>			
Gravity Sewer Extensions	Provides prioritized extensions of gravity sewer system	\$575	2025
AC Force Main Upgrades, Phase I	Replacement of existing AC force mains	\$1,035	2025
<b>Program 9810 – Pipe Capacity Upgrades</b>			
4 <sup>th</sup> Ave Sewer	Install new gravity main to increase system capacity	\$1,550	2021
Jefferson St Sewer (Phase 1)	Install new gravity main to increase system capacity	\$2,230	2023
<b>Program 9813 – Onsite Sewage System Conversions</b>			
Neighborhood Sewer Program	Extension of public sewer system into neighborhoods	\$426	Annual
<b>Program 9903 – Infrastructure Pre-Design and Planning</b>			
Pre-Design	Miscellaneous annual projects	\$250	Annual
Total 6-year Capital Facility Plan		\$23,860	
Average Annual Capital Facility Plan		\$3,977	



# Chapter 2

## Background Information

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## CHAPTER 2 – BACKGROUND INFORMATION

This chapter provides basic planning and physical environment information as context for discussion in the following chapters. The Wastewater Utility uses community trends in land use, population and demand for sewer service as the basis for projecting wastewater (also known as sewage) flows and future wastewater infrastructure and program needs. The physical topography dictates to a certain extent the types of sewer collection and conveyance systems that are most appropriate for each basin within the Sewer Service Area.

This chapter also gives an overview of the state and federal regulatory environment associated with planning, constructing, operating and maintaining a wastewater system; a brief discussion of other plans that relate to water-based resources in this community; and some of the agreements in place among the LOTT Clean Water Alliance (LOTT) partners that relate to wastewater. LOTT stands for Lacey, Olympia, Tumwater and Thurston County, the four LOTT partners.

### 2.1 Sewer Service Area

The City of Olympia is located on Budd Inlet at the southern end of Puget Sound. The Utility's Sewer Service Area (see Figure 2.1) includes:

- 20 square miles inside the City limits,
- Its Urban Growth Area (UGA) (approximately six square miles in unincorporated Thurston County),
- The Evergreen State College,
- Several areas in the Cities of Tumwater and Lacey for which service agreements have been executed, and
- A small area outside its western urban growth boundary which received sewer service before the boundaries were established under the Growth Management Act.

**Appendix J** includes a larger scale map showing the Sewer Service Area.

Many neighborhoods and individual lots within the City and its UGA are still using septic systems, also known as onsite sewage systems (OSS). See **Chapter 4** for a discussion of OSS, and current City and Thurston County regulations regarding them.

The Sewer Service Area is divided into six major basins, also shown in Figure 2.1, to facilitate planning strategies. **Chapter 5** discusses each basin in more detail, including the characteristics and challenges associated with each of them.

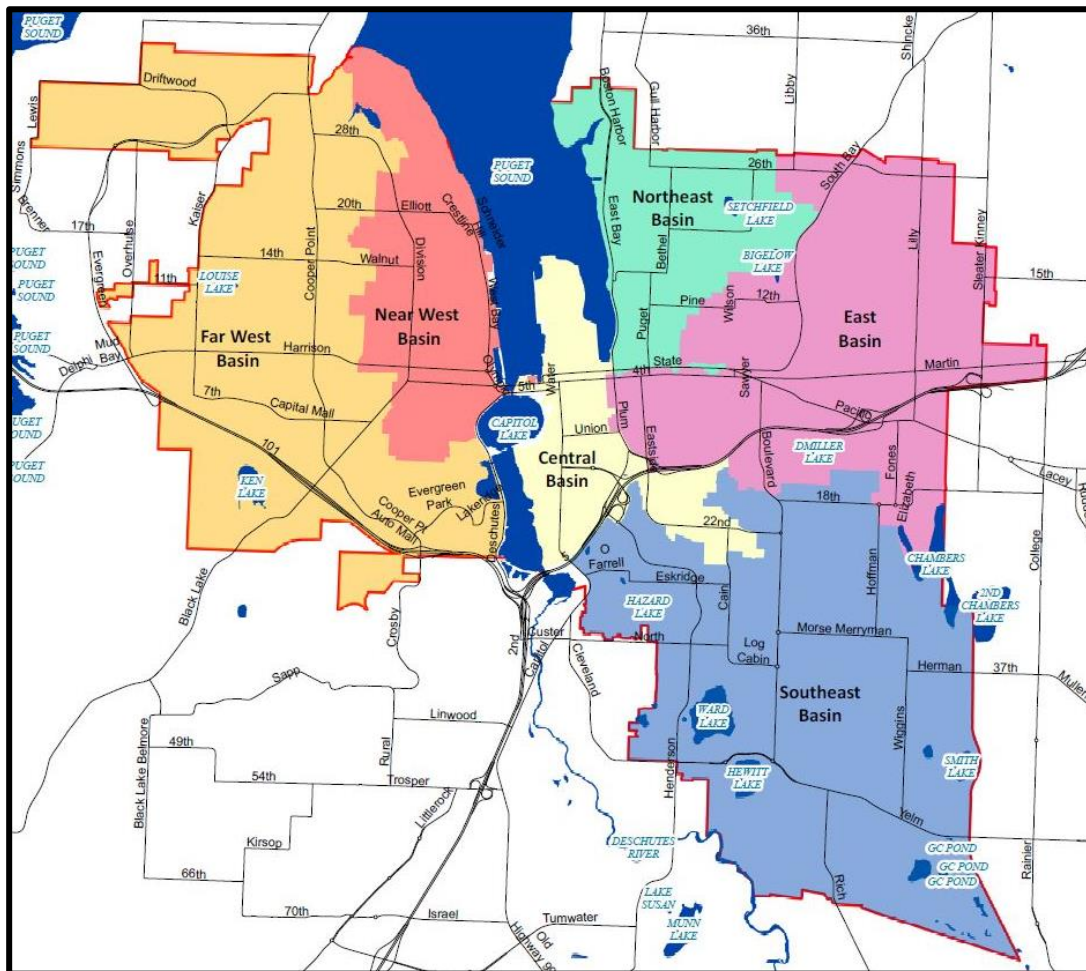


Figure 2.1 Sewer Service Area and Regional Basins [needs to be updated by Kira]

## 2.2 Population and Land Use

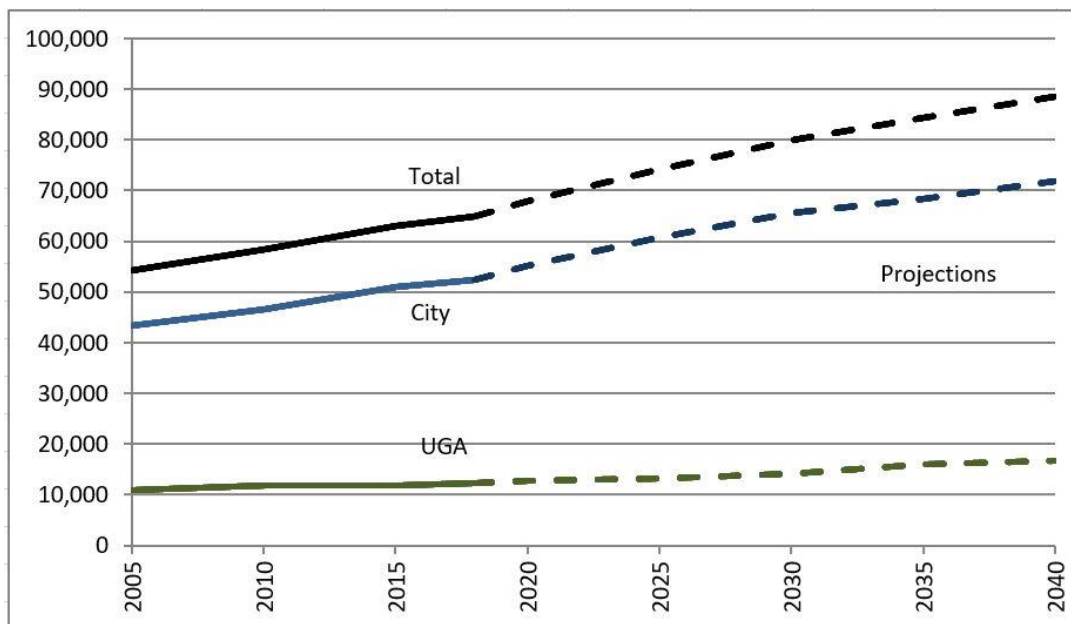
### Population and Demand for Sewer Service

Population data in this Plan is based on data published by the Thurston Regional Planning Council (TRPC) and electronic source data obtained from the TRPC. Historic population for the City of Olympia is shown in Table 2.1. Table 2.2 and Figure 2.2 show population forecasts. Given current wastewater policies and regulations, the vast majority of new population in Olympia will be served by sewer.



Table 2.1 Olympia and UGA Historic Population				
	2005	2010	2015	2018
City	43,330	46,513	51,020	52,490
UGA	10,980	11,797	11,910	12,370
Total	54,310	58,310	62,930	64,860

Table 2.2 Olympia and UGA Population Forecast					
	2020	2025	2030	2035	2040
City	55,170	60,770	65,670	68,460	71,900
UGA	12,680	13,260	14,270	15,940	16,710
Total	67,850	74,030	79,940	84,400	88,610



**Figure 2.2 Historic Population and Projections**

### Land Use Trends

From 2013 to 2018, construction activity has been steadily increasing. In Olympia, near term growth projections indicate steady growth in residential and commercial construction. In 2018, 35% percent of new home construction was single family residential and 65% multifamily, based on the number of equivalent residential units.

## Projected Growth Patterns

While there are no clear trends as to growth in one particular area of the City, Thurston County Regional Planning Council data on housing starts and population indicate that growth in the near term (one to six years) will continue to be focused in urban areas, rather than rural areas of Thurston County. While most new housing starts will continue to be single family residential, there will be an increase in the density of housing and numbers of multifamily housing units constructed, especially in the UGA.

## 2.3 Wastewater Flows

Demand for sewer service is calculated using a value called an “Equivalent Residential Unit” (ERU). ERUs create a common base for estimating the amount of wastewater generated from both residential and commercial sources. Olympia uses data provided by its utility billing section and LOTT to calculate the number of ERUs served and the average winter wastewater flow per single family residence. These calculations generate an average winter wastewater flow of about 130 gallons per day per single family residence.

ERUs are used to plan infrastructure needs and define billing rates. Combining these typical wastewater flows with projections of future connections allows us to evaluate wastewater system capacities and needs. Projected growth data provided by the Thurston Regional Planning Council (TRPC) is used to compute the projections of future ERUs in Table 2.3.

Table 2.3 ERUs for Olympia’s Sewer Service Area <sup>1</sup>						
	2015	2020	2025	2030	2035	2040
Single Family ERUs	13115	13631	14770	15498	16326	17286
Multi-Family ERUs	7160	7909	8989	9717	10580	11611
Commercial	6214	6792	7461	7909	8387	8610
Total ERUs	26489	28332	31220	33124	35293	37507
% Increase	N/A	7%	10.2%	6.1%	6.5%	6.3%
<sup>1</sup> Based on growth projections from TRPC, and data from LOTT and the City’s utility billing.						

Table 2.4, summarizing recent historical flows, indicates that wastewater generation has been fluctuating since 2013. Steady wastewater generation even as Olympia’s population grows reflects the effectiveness of water conservation practices. For more information regarding basin-specific flows, including wet weather flows, see LOTT’s most recent Annual Capacity Reports. For more information about Olympia’s water conservation efforts, see the 2015-2020 Water System Plan.

Table 2.4 Olympia Wastewater Flows (MGD) <sup>1</sup>					
	2013	2014	2015	2016	2017
Average Daily Base Wastewater Flow, MGD	4.14	4.31	4.25	4.52	4.34
Average Peak Hour Flow, estimated MGD <sup>2</sup>	24.8	26.7	26.4	28.0	26.9
<sup>1</sup> Source: LOTT 2017 Annual Capacity Reports. <sup>2</sup> Based on LOTT's calculation for Olympia of 6.2 as the average ratio of Peak Hour Flow to Base Flow.					

## 2.4 Physical Setting

### Water Resource Inventory Area

The City's entire Sewer Service Area is within Water Resource Inventory (WRIA) Area 13 – Deschutes. This includes the portions of the Sewer Service Area within the Eld Inlet and Henderson Inlet watersheds on the west and east sides of Olympia. The Washington Department of Ecology's initial intent for the WRIAs was to complete drainage basin-specific assessments in order to better understand the relationships between climate, surface water and groundwater in a given area. Elements of the initial assessment, completed in 1995, and the extensive documentation and ongoing research that has followed, include water withdrawals and allocations, hydrology, water quality, and riparian values such as fisheries habitat.

Past and ongoing efforts related to water quality and habitat in WRIA 13 include, but are not limited to, establishing seasonal instream flow requirements for the Deschutes River, and characterizing water quality degradation and how to limit or reduce it. Water quality issues and constituents of interest include temperature, pH, fine sediment, dissolved oxygen, fecal coliforms, and nutrients such as nitrogen and phosphorus. These have had an adverse effect on the health of the lower reaches of the Deschutes, as well as most of the urban watersheds within the Cities of Lacey, Olympia and Tumwater.

As a result, the Department of Ecology, with stakeholder input, is in the process of establishing Total Maximum Daily Loads (TMDLs) for some of these constituents, under a process established by Section 303(d) of the federal Clean Water Act. This process has a direct relationship to the issues of OSS management (see **Chapter 4**), discharge of treated effluent into Budd Inlet, and potentially groundwater recharge of treated water (see the LOTT discussion in Section 3.6). In 2015, a TMDL was completed for the Deschutes River. The Deschutes TMDL requires the City to take action related to reducing fecal coliform and nutrients. The Budd Inlet, Capitol Lake and direct tributaries portion of the TMDL is still in progress.

In addition, the Henderson Inlet Watershed Management Area has been established to address ground and surface water issues that have impacted shellfish and other species. A TMDL for Henderson Inlet was completed in 2008. Actions required by the City included addressing both fecal coliform and nutrients. A TMDL was also completed for Totten, Eld and Little Skookum Inlets in 2006. Green Cove Creek is a tributary to Eld Inlet. It did not require any actions by the City. See **Chapter 4** for further information

### Geology and Soils

Geology in Olympia and the rest of Thurston County is the result of glacial activity in Puget Sound. Receding glaciers left the land dotted with lakes, ponds and materials called glacial till or glacial drift, deposited during successive glacial periods. This material varies from fine particles to large rocks and is generally permeable, with the capacity to absorb the 50-plus inches of annual precipitation.

However, soil characteristics present challenges for both gravity sewers pipes and OSS. The 1990 Soil Survey of Thurston County Washington identified 30 types of soil within the urbanized Thurston County UGA (U.S. Department of Agriculture Soil Conservation Service, 1990). Only about one percent of the

county land area has soils that meet all criteria for ideal functioning of OSS (Sandison, 1996). Soils in most of Olympia's UGA are either too porous, too close to groundwater, or too close to underlying impermeable layers to allow ideal onsite treatment of wastewater. During winter months, many soils are occasionally or consistently saturated.

Construction of gravity sewer pipes is influenced by soil texture, depth to the water table, and linear extensibility (shrink-swell potential), which can influence soil stability. Depth to the seasonal high water table, flooding and ponding may restrict the period when excavation can be done, and slopes create more difficulty when using machinery. The areas with unfavorable soil conditions may limit installation of deep sewer pipes without major soil reclamation, special design or expensive installation procedures.

In some portions of the City's Sewer Service Area, especially west and southwest of Ken Lake, there is very little soil on top of the impermeable basalt layer. Soils there are inappropriate for OSS and installation of gravity sewer pipes is difficult and expensive.

See **Chapter 4** for more information on soils and groundwater, and their impacts on OSS.

## Topography

Thurston County's topography is characterized by coastal lowlands and wooded prairies up to the Cascade foothills. In general, Olympia's topography slopes to downtown, where the Budd Inlet Treatment Plant is located. Land elevation within and between neighborhoods varies appreciably, often creating topographic barriers for the gravity conveyance of wastewater. To overcome these barriers, the Utility operates 31 sewer lift stations and approximately 1,800 STEP systems that pump effluent from individual properties to the wastewater system. Approximately 300 privately owned and operated grinder pumps provide a pressurized service connection to the City's wastewater system.

## Climate

Winter weather in Olympia is temperate, wet and generally overcast. Summer weather is moderate and comparatively dry. The average annual range in temperature is relatively narrow, from an average low of 40 degrees (Fahrenheit) to an average high of 60 degrees. Monthly average low and high temperatures vary from 32-50 degrees and 44-77 degrees, respectively.

The average annual precipitation for Olympia is 51 inches. During the wet season, generally from October to May, storms usually arrive from the southwest and continue north into the Puget Sound area. Most precipitation occurs during November, December and January (averaging 8.2, 7.9 and 7.6 inches per month, respectively), with an occasional Arctic storm that brings freezing temperatures, hail or sleet, freezing rain or snow.

## Water Supply

Olympia depends on groundwater for its drinking water supply. About 70 percent of Olympia's water comes from McAllister Wellfield, located about 10 miles east of the city. Water leaves the McAllister Wellfield through a 36-inch transmission main and is pumped to the Meridian Storage Tanks about a mile west of the Wellfield. The water then flows by gravity from the storage tanks through the transmission main for an eight-mile journey to the storage tanks on Fir Street and 7th Avenue. From these storage tanks, the water is pumped and piped throughout the city.

The City has six additional water supply wells. Three are on the west side of Olympia: two at Allison Springs and one on Kaiser Road. Three wells are in southeast Olympia: one on Hoffman Road, one at Shana Park and one near the Indian Summer Golf Course. Some utility customers have their own water wells and therefore do not receive City water. The 2015-2020 Water System Plan provides complete information on Olympia's water supply.

## 2.5 State and Federal Regulations

Utility services are planned and implemented within a complex framework of statutes, regulations, plans and policies adopted by federal, State, County and City governments and intergovernmental agreements with neighboring jurisdictions. Below are brief discussions of the more important programs and regulations. Please click on the appropriate link for more information.

### Clean Water Act and Department of Ecology

The federal Clean Water Act, 33 U.S.C. §1251 et seq. (1972), forms the basis for regulatory standards regarding discharges of pollutants into surface waters. Additionally, the Safe Drinking Water Act, 42 U.S.C. §300f et seq. (1974), protects and regulates all potential sources of drinking water, both surface and groundwater.

The United States Environmental Protection Agency (EPA) is responsible for enforcing the provisions of both the Clean Water Act and Safe Drinking Water Act, through programs such as the National Pollutant Discharge Elimination System permit program, authority for which has been delegated to the Department of Ecology (Ecology) in Washington State. LOTT's Budd Inlet Treatment Plant holds the current NPDES permit that covers the City's wastewater system. The permit is available for viewing on their website at <https://lottcleanwater.org/>. EPA has also delegated authority to Ecology for approval of wastewater plans and specifications. Washington Administrative Code (WAC) 173-240-050, Department of Ecology Requirements for General Sewer Plans, lists specific information that wastewater plans should address for submittal to Ecology for approval (see Appendix A).

Under RCW 90.48.110(2), Ecology has delegated to the City of Olympia responsibility for review and approval of engineering reports, plans and specifications for new wastewater infrastructure within its Sewer Service Area. Engineering specifications for the use and construction of sewer infrastructure are provided in Ecology's Criteria for Sewage Works Design.

Ecology has also authorized the City of Olympia to issue permits for discharge into the wastewater system (WAC 173-208). These are regulated under the Industrial Pretreatment Program jointly administered by LOTT under its NPDES permit and the City through Olympia Municipal Code 13.20.

### Growth Management Act

The City of Olympia is required by the Growth Management Act (GMA, RCW 90.48) to plan for 20 years of future growth. State-mandated growth management planning is designed to produce denser urban areas while protecting the rural character and natural resources of unincorporated areas. Consistent with the GMA, the Utility manages its infrastructure capacity to accommodate projected development within the City and its UGA. Sewer extensions outside the UGA are normally not allowed under the GMA without a rigorous demonstration of a need to address an urgent public health threat.

### SEPA

SEPA, the State Environmental Policy Act (RCW 43.21C), requires the City to consider the potential environmental impacts of a proposal. Plans such as this one are considered non-project, or program, proposals and do not go through as rigorous an environmental review as do specific project proposals.

As a lead agency under SEPA, the City identifies the potential impacts of sewer service associated with proposed new development and measures to mitigate any potentially negative impacts. See Appendix I for the SEPA review and determination for this Wastewater Management Plan.

### Washington Department of Health

The Washington State Department of Health is this state's regulatory authority for most issues related to drinking water. In addition, the Department of Health has authority for approving OSS (WAC 246-272), but has delegated the authority to approve all OSS with a design flow of less than 3,500 gallons per day to the

Thurston County Public Health and Social Services Department. Criteria for OSS approval include minimum lot size and setbacks from sources of drinking water or other water resources. See **Chapter 4** for more information.

### **Greywater Subsurface Irrigation Systems**

The Washington State legislature recognizes the need to conserve groundwater and surface water supplies, reduce the cost of treating wastewater and use sustainable building practices to conserve potable water. The legislature determined that the Department of Health shall adopt rules for greywater reuse that do not compromise public health or cause unacceptable environmental impact.

*In 2006, enacted legislation required the Washington State Department of Health to adopt rules for subsurface greywater irrigation by December 31, 2010. The rule, chapter 246-274 WAC, establishes requirements that provide building owners with simple, cost-effective options for reusing greywater for subsurface irrigation. The chapter is intended to encourage water conservation and to protect public health and water quality.*

- Quoted from the Preface of the Washington State Department of Health’s guidance document titled “Tier Two and Three Greywater Subsurface Irrigation Systems” (June 2012).

Tier 1 greywater systems are the simplest with up to 60 gallons per day of gravity flow. Tier 2 systems distribute up to 3,500 gallons per day, and typically rely upon pressurized flow. Allowable greywater sources for both Tiers 1 and 2 systems are bathroom sinks, showers, bathtubs and clothes washing machines. Tier 3 systems are similar to Tier 2, but typically use greywater from sources such as non-laundry utility sinks, kitchen sinks and dishwasher water.

The most likely scenario for implementing greywater reuse for subsurface irrigation is for property owners already connected to City sewer to divert some of their greywater, on a seasonal (when it is not raining or freezing) and occasional basis for watering plants.

According to 246-274 WAC, Thurston County may either adopt the new WAC by reference, or write and adopt local codes to address greywater re-use, consistent with the WAC. Until Thurston County adopts code language addressing this, greywater reuse for subsurface irrigation is not allowed.

Residents can get an onsite greywater sewage system approved under 246-272A WAC, for example if they have a composting toilet and still need to treat/dispose of the greywater. Under current City and Thurston County regulations, residents would only be able to do this in locations where it is acceptable to site OSS. However, greywater reuse is not allowed.

## **2.6 Local Regulations and Design Standards**

### **Olympia Municipal Code**

The Olympia Municipal Code (OMC) addresses wastewater issues in the following chapters and sections:

3.04.750	Sewer Capital Improvement Fund
3.20	Local Improvement Districts
4.24.010	Rates
13.08	Sewers
13.20	Wastewater System (Pretreatment)
17.44	Subdivisions – Improvements
18.04.080E	Developments without Sewer Service

Other chapters of the OMC, for example those addressing Zoning and Building Codes in Chapters 16 and 18, also include regulations that directly or indirectly address issues related to providing sewer service.

## Olympia Engineering Design and Development Standards

The City of Olympia's design and development standards regarding wastewater infrastructure are contained in **Chapter 7** of the Engineering Design and Development Standards (EDDS). The EDDS are updated every year, at which time they address inconsistencies in language, new industry standards, input from local businesses and related professionals, and comments from local and state jurisdictions, private citizens and other stakeholders.

WAC 173-240, Submission of Plans and Reports for Construction of Wastewater Facilities, includes in subsection .040, Review Standards, a requirement that plans and reports be "reasonably consistent" with the Department of Ecology's "Criteria for Sewage Works Design" manual. The City's EDDS fulfills this requirement.

## Article IV of the Sanitary Code for Thurston County

Article IV of the Sanitary Code for Thurston County includes "rules and regulation of the Thurston County Board of Health governing treatment and dispersal of sewage." Article IV protects public health through regulating the "location, design, installation, operation, maintenance, and monitoring of OSS..." through the authority granted in **Chapter 70.05 RCW** and **246-272A WAC**. In addition, Section 21.2.8 of Article IV states that septic proposals must be "consistent with requirements in city sewerage plans...depending on the project's location." See **Chapter 4** of this Plan for more information.

## 2.7 Related Plans

Following are a number of plans and guidance documents that relate directly or indirectly to the Wastewater Management Plan.

### Olympia Comprehensive Plan

In addition to its sustainable community vision, the Comprehensive Plan makes commitments to the future through its goals and policies. Specific utility activities are guided by Comprehensive Plan goals and policies established in the Growth Management, Environment, Public Utilities and Services, and Public Education sections of the Comprehensive Plan.

### Olympia Capital Facilities Plan

The City's Capital Facilities Plan (CFP) is updated every year to reflect six and 20-year priorities for public infrastructure construction. Wastewater projects identified and prioritized by this Plan (see **Chapter 10**) are more fully defined, funded and implemented through the City's Capital Facilities Planning and yearly budgeting processes.

### Thurston County Sewerage General Plan

The 1990 Thurston County Sewerage General Plan for Unincorporated Urban Growth Management Area promotes the orderly growth of the urban area, addresses the ownership of sewer pipes, timing of construction, and hookup and payment policies for the unincorporated UGA.

This plan requires that areas within the short-term UGA (defined in the document) be developed with sewer service or community OSS, and specifies that areas within the long-term UGA (also defined in the document) need not be served by sewer at the time of construction. Since 1990, the short-and long-term UGAs have been combined into one UGA which, despite having somewhat different boundaries than those originally developed by 1990, is regulated under the previous policies for the short-term growth area. Under this approach, community OSS are allowed in the UGA. In the long-term, sewer service is to be provided. Properties connecting to sewer or community OSS are required to annex or sign a no-protest annexation agreement. The plan also defines circumstances under which sewer service can be extended to areas outside the UGA.



While the delineation between long-term and short-term UGAs is no longer in effect, the Thurston County General Sewerage Plan continues to guide some of the sewer policies relevant to development in the UGA, particularly when a development plan may include using a community OSS. Also see the 1992 General Sewerage Agreement for the Unincorporated Urban Growth Management Area.

### **Olympia 2015 Water System Plan**

The City of Olympia delivers high quality drinking water to nearly 55,000 people through approximately 19,000 service connections. The 2015 Water System Plan presents both a 50-year vision and a six-year plan for efficiently using regional water resources to ensure safe and sustainable drinking water for the City's growing needs.

The Plan is used by City staff to accomplish goals around efficient use and protection of current water supplies to ensure future supplies, maintain a reliable water system infrastructure, and manage the Drinking Water Utility in a fiscally responsible manner. The Plan also highlights past accomplishments and current priorities.

Issues covered in the 2015 Water System Plan include actions to protect groundwater quality and promote water conservation, and promote the use of reclaimed water.

Reclaimed water, addressed in **Chapter 7** of the 2015 Water System Plan, is part of the Drinking Water Utility's water conservation strategy to ensure regional water supplies are used efficiently. After the LOTT Budd Inlet Treatment Plant generates reclaimed water to Class A standards, the City purveys it to four Olympia customers, primarily for irrigation. LOTT also infiltrates Class A reclaimed water at its Hawks Prairie groundwater recharge facility in Lacey, outside City limits. The City's Reclaimed Water Program, begun around 2005, is implemented through Olympia Municipal Code (OMC) 13.24, state and City standards, and individual End User Service Agreements. Reclaimed water staff are also guided by a reclaimed water system expansion plan and procedures manual.

The City of Olympia, in collaboration with the City of Lacey and LOTT, constructed the Woodland Creek Groundwater Recharge Facility located in Lacey's Woodland Creek Community Park. The 4.6-acre facility recharges between 0.3 and 1.0 million gallons of reclaimed water per day. The facility fulfills water rights mitigation requirements to replenish depletions of flows to Woodland Creek. Olympia's participation in this facility pertains to the McAllister Wellfield water rights.

The Washington State Department of Health (DOH) requires the City to update its water system plan every six years. DOH must approve the plan for the City to be in compliance with water system planning requirements. The next update is scheduled for 2021.

### **1996 North Thurston County Coordinated Water System Plan**

Thurston County oversees a planning process that coordinates and regulates water system services within the urban area of North Thurston County and designates Urban Water Supply Services Areas. Policies and recommendations contained in this 1996 document are intended to "encourage the effective coordination and development of water systems capable of meeting domestic and fire protection water requirements of the property owners and residents of the North Thurston urban area."

### **Olympia 2017 Storm & Surface Water Plan**

The role of the City's Storm and Surface Water Utility was bolstered in 1990 with the following mission:

To provide services that reduce flooding, improve water quality, and enhance aquatic habitat in Olympia. These services reflect community values, are efficient and cost-effective, and satisfy regulatory requirements and Olympia Comprehensive Plan goals and policies.

The 2017 Storm & Surface Water Plan guides the utility's action in regards to flooding, water quality and aquatic habitat management. Its illicit discharge detection and elimination (IDDE) program includes

identifying sources of wastewater connected to the stormwater conveyance and discharge system, and eliminating them in coordination with the Wastewater Utility.

### **Sustainable Thurston**

Developed by the Thurston Regional Planning Council, Sustainable Thurston is intended to “create a vision for how the Thurston Region will look, function and feel over the next 20 – 30 years.” Finalized in December of 2013, the plan is titled “Creating Places, Preserving Spaces: A Sustainable Development Plan for the Thurston Region”.

While Sustainable Thurston is not a regulatory or state-mandated planning effort, it explores many issues including the community’s water resources. The plan includes identified challenges and opportunities related to water quality and OSS, as well as sewer collection, treatment and disposal. Information developed as part of this process is aiding implementation of several utility goals – for example, addressing basin-specific water quality issues, and sustainably expanding sewer service into areas within the City and its UGA which are currently undeveloped or served by OSS.

### **Olympia Sea Level Rise Response Plan**

Downtown Olympia is currently vulnerable to flooding during high tides and storm events. With 12-inches of sea level rise, a 100 year flood event could occur every other year. To protect the 450-acre downtown area from increasing sea levels, the City partnered with the Port of Olympia and LOTT to develop the Olympia Sea Level Rise Response Plan (SLR Plan).

Development of the SLR Plan included a climate science review and a vulnerability and risk assessment. Five wastewater pump stations are vulnerable to flooding (at varying levels of sea level rise) and the Budd Inlet Treatment Plant is vulnerable to overland flooding at approximately 18 inches of sea level rise. In addition, flooding of downtown’s combined sewer system could convey floodwaters to the Budd Inlet Treatment Plant and overwhelm the plant, resulting in untreated or partially treated wastewater discharging directly to Budd Inlet through LOTT’s marine outfalls.

The SLR Plan provides comprehensive strategies for minimizing and preventing flooding to downtown Olympia, including the recommendation to incorporate sea level rise into other city planning documents.

This Plan’s climate change goals, objectives and strategies are consistent with recommendations contained in the SLR Plan. See **Chapter 9** for additional information.

### **Thurston Regional Climate Mitigation Plan**

In 2018 Olympia entered into an interlocal agreement with the cities of Lacey and Tumwater and Thurston County to develop a regional climate mitigation plan. Phase I of the work has already been completed and resulted in the approval of a new communitywide emissions reduction goal by all project partners: To reduce communitywide emissions 45% below 2015 levels by 2030 and 85% below 2015 levels by 2050.

Phase II of the mitigation planning process will focus on developing and analyzing the strategies necessary to ensure that each partner jurisdiction hits the shared emissions targets. The Thurston Climate Mitigation Plan is expected to be completed in June 2020.

This Plan includes strategies for reducing the Utility’s greenhouse gas emissions and supports implementing additional strategies consistent with the Thurston Climate Mitigation Plan, when completed. See **Chapter 9** for additional information.

## 2.8 Governmental Agreements

A number of agreements are in place among the four local jurisdictions that make up LOTT. Below are brief summaries of some of the more important ones.

### 1992 Agreement for the Implementation of the Thurston County Sewerage General Plan for the Unincorporated Urban Growth Management Area

This agreement serves as the means to implement the 1990 Thurston County Sewerage General Plan. It clarifies ownership and payment policies, procedures and responsibilities for sewer service and community OSS. The agreement anticipated “eventual interception of individual and community onsite systems” within the UGA by gradually constructing regional pipe systems and connecting residences. Key provisions of the agreement are:

- Establishing that Olympia, Lacey and Tumwater are the primary providers of sewer service and other utilities in their UGAs, with authority to establish policies and development standards applicable to the unincorporated County within their UGA.
- Procedures for the joint review and annexation of development projects within the UGA.
- Agreement by the three cities to own and operate community systems, including community OSS and STEPS, within their service areas. This provision ensures consistent wastewater services to all customers as mandated by the Growth Management Act. The agreement establishes the requirements under which the cities will accept responsibility for community systems and will serve as the permit holder for these systems.

### 1999 Interlocal Cooperation Act Agreement for Wastewater Management

The Interlocal Cooperation Act Agreement for Wastewater Management by LOTT was executed on November 5, 1999 and adopted by ordinance January 24, 2000. This agreement provided for a new governance structure to carry out the regional Wastewater Resource Management Plan and set the stage for consolidation of the ownership and management of all joint facilities under the management and control of a new LOTT organization. It superseded the 1976 agreement establishing the LOTT Partnership, under which ownership and operation of the joint facilities was handled by Olympia. The new facilities implemented pursuant to this agreement, together with those developed as joint facilities under the 1976 agreement, are operated for the benefit of all Partners.

Besides describing how LOTT is managed, the agreement addresses a number of issues, including collection of rates and fees, flow reduction goals, pretreatment requirements, allocation of costs, and enforcement activities.

Wastewater flows from the three local municipalities are conveyed to LOTT treatment facilities for treatment, re-use and /or discharge to receiving waters. All of Olympia’s wastewater flows are treated by LOTT’s Budd Inlet Treatment Plant in downtown Olympia.

The Budd Inlet Treatment Plant provides tertiary treatment including denitrification. Long-range planning for upgrades and expansions seeks to complete projects incrementally as needed by growing populations. LOTT is overseen by an elected-official Board and a technical sub-committee. At a staff level, projects and programs are well-coordinated with the local jurisdictions including Thurston County. More information on LOTT is provided in **Chapter 3**.

### Intergovernmental Contract for Inflow and Infiltration Management and New Capacity Planning

This contract, executed in 1995 and updated in 1999, outlines a strategy for Olympia to first reduce, then limit, the amount of infiltration and inflow (I&I) entering the collection system, with financial participation from LOTT. I&I from groundwater and stormwater unnecessarily consume pipe and treatment plant

capacity. The contract is included as Exhibit J of the 1999 Interlocal Cooperation Act Agreement described above. Previously, the City has had an I & I reduction program, through which it fulfilled the terms of this contract. Additional I&I reduction projects may be implemented in the future.

### **Agreement Regarding Joint Wastewater Flow Reduction and Water Conservation**

The Interlocal Cooperation Agreement between Thurston County and the Cities of Lacey, Olympia and Tumwater Regarding Joint Wastewater Flow Reduction and Water Conservation Projects was executed in October 2006 for the years 2007 to 2012, and extended through the year 2013 in December 2012. It defines the arrangements for joint management of flow reduction, especially water conservation projects at area schools. This agreement is included as Exhibit K of the 1999 Interlocal Cooperation Act Agreement described above.

### **Agreement Regarding Utility Mutual Aid**

In September 2014, Olympia and the other LOTT partners signed an Interlocal Agreement for Sanitary Sewer Emergency Response Mutual Aid, to enable mutual assistance in the event of a sewer overflow involving assets owned by either LOTT or member jurisdictions.

Under the agreement, Olympia can be called upon to provide certain services to maintain the regional LOTT wastewater management facilities. These services vary from year to year and can include cleaning of the dump basin used by OSS service firms, structure repairs and inspections, as well as other O&M activities.

Currently, the Utility does not have adequate staffing to support programmatic O&M activities for LOTT. At a minimum, services provided to LOTT include availability of staff and equipment during emergencies.



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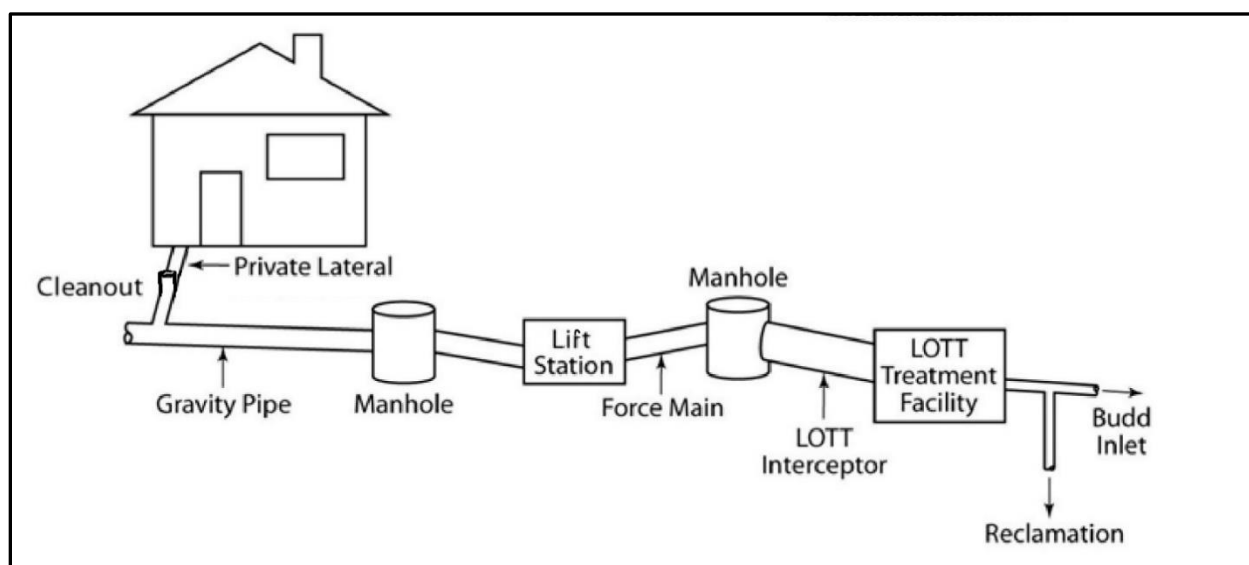
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## CHAPTER 3 – CURRENT WASTEWATER SYSTEM

Within the City and its Urban Growth Area (UGA), the Wastewater Utility is responsible for collecting wastewater, also known as sewage, from residences and businesses at the point where privately owned pipes enter the publicly owned wastewater system. Wastewater flows through City-owned and maintained sewer infrastructure into larger pipes owned by the LOTT Clean Water Alliance (LOTT) and eventually to LOTT's Budd Inlet Treatment Plant. At the treatment plant, it is treated and either discharged to Budd Inlet, or reclaimed for beneficial uses. City operations and maintenance staff ensure the safe conveyance of the wastewater flows from the City's extensive pipe and pumping systems to LOTT's infrastructure.

Figure 3.1 is a conceptual diagram showing the components of the City's sewer system.



**Figure 3.1 Components of the Collection System**

Gravity sewer pipes and regional pumps (lift stations) are the conventional way to convey wastewater from homes, businesses and other buildings to central treatment facilities. Wastewater flow in sewer pipes generally follows the street system downhill. If needed it is pumped by a lift station over hills in a force main (pressurized pipe) and then continues flowing by gravity to one of several large LOTT interceptor pipes which convey it to LOTT's Budd Inlet Treatment Plant.

Olympia's wastewater collection system consists of:

- Approximately 187 miles of gravity sewer pipes with 4,000 manholes and 1,100 cleanouts,
- Thirty-one lift stations with 9.5 miles of force mains,
- Approximately 1800 residential and commercial STEP (septic tank effluent pumping) systems with 27.5 miles of STEP force mains, and
- 280+ privately owned grinder pumps with over one mile of grinder force main.

Maintenance of publicly owned infrastructure is a key responsibility of the Wastewater Utility. See **Appendix J** for maps showing wastewater system components. In addition, the Wastewater Utility maintains a database of attributes related to each feature listed above, for example, the diameter of each gravity sewer pipe and the capacity of each STEP tank. Since the adoption of the 2013 Wastewater Management Plan, approximately 3 miles of City owned gravity sewer pipes have been added to the wastewater system, as well as two lift stations and 1.3 miles of force main.



There are also about 4,225 privately owned and managed septic systems, also known as onsite sewage systems (OSS) in Olympia and its UGA. Thurston County and the City of Olympia jointly regulate the permitting and use of these systems. See **Chapter 4** for more details about OSS.

The following sections describe in more detail each of the main components of the wastewater collection system:

- Gravity collection system
- Lift stations and force mains
- STEP systems
- Grinder pump systems

See **Chapter 10** for an assessment of these components and an analysis of their capacity to handle current and projected wastewater flows.

### 3.1 Gravity Collection System

About 89 percent of the Wastewater Utility customers are served through a gravity sewer connection. Gravity sewer pipes, typically buried beneath the center of public streets, but occasionally located within easements on private land, convey wastewater downhill by gravity. Gravity sewer pipes include side sewers, submains, mains (also known as trunks) and interceptors. A side sewer connects individual buildings to the public sewer system. A submain is a sewer that receives flow from one or more side sewers. A main (or trunk) is a sewer that receives flow from one or more submains. An interceptor is a sewer that receives flow from a number of mains or force mains.

Manholes are located where the gravity sewer pipes join or change direction and at intervals of 400 feet or less to allow access for inspection and maintenance. A cleanout is a pipe with a cap or lid that extends from the surface down to the sewer for cleaning and inspection of pipes. Cleanouts are sometimes located at the upstream end of submains instead of a manhole if the sewer pipe length does not exceed 150 feet. Cleanouts are also located on private property to provide access to side sewers.

Olympia's gravity sewer pipes range in size from six to 42 inches in diameter. The LOTT system has another 18 miles of gravity sewer interceptors in Olympia's Sewer Service Area. **Appendix J** includes detailed mapping of the sewer system.

Table 3.1 summarizes the inventory of gravity sewer pipes (including submains, mains and interceptors), showing diameter, length and materials. Most of the utility's pipes are made of either concrete or polyvinyl chloride (PVC). Since the mid-1970s PVC piping has become the industry standard for sewer pipes. PVC pipe is durable, easy to construct, resistant to corrosion and relatively inexpensive. Recently, high density polyethylene (HDPE) pipe has been promoted as a more environmentally-friendly alternative to PVC pipe because it uses a less toxic manufacturing process than PVC. The Utility will consider the use of HDPE pipe when appropriate. In addition, many of the older sections of the collection system contain pipes made of vitrified clay (VC), asbestos cement (AC), cast iron (CI) and ductile iron (DI). The condition of these pipes varies with age and type of materials.

In the past, all side sewers were owned and maintained by the owner of the property being served. In 2016, to reduce public health and safety problems, the Utility modified the side sewer ownership regulations as follows. If a cleanout exists at the property line or easement boundary, City ownership of a gravity side sewer is from the sewer main to the property line. The property owner owns and maintains the side sewer from the premises to the cleanout at the property line or easement boundary. The property owner is responsible for installing and maintaining the cleanout so it is accessible to the City. If no cleanout exists at the property line or easement boundary, the property owner owns the side sewer from the premises to the sewer main, until the property owner installs a cleanout at the property line or easement boundary. This new policy has solved several problems and has had minimal impact on utility operations.



Table 3.1 Gravity Sewer Pipe Inventory (feet)									
Pipe Diameter (inches)	Concrete	PVC	VC	AC	CI/DI	HDPE	Steel Trestle	Other or Unknown	TOTAL
6	39,172	4,878	14,965	1,335					60,350
8	248,994	396,491	48,294	8,004	5,523	3,800		770	711,876
10	31,231	13,672	10,623		670		215		56,411
12	33,194	22,274	4,406					159	60,033
14			654	1,778	31	1110			3,573
15	21,734	16,124	9,229	109	187				47,383
18	19,132	11,434	1,760		2,052				34,378
20			619	624					1,243
21	1,605	228							1,833
22			584						584
24	4,627	151	465		123				5,366
30	3,189								3,189
36	1,705								1,705
42	884								884
Total length of each type of pipe, and their percentage of the total system length:									
Feet	405,467	465,252	91,599	11,850	8,586	4,910	215	929	988,808
Miles	76.8	88.1	17.3	2.2	1.6	0.9	< 1	0.2	187
Percentage	41%	47%	9%	1%	1%	< 1%	< 1%	< 1%	100%

## 3.2 Lift Stations and Force Mains

Olympia's rolling terrain requires the use of lift stations (also known as pump stations) to push wastewater over hills through force mains, to the nearest gravity sewer that can carry flows further downstream without pumping. The City owns 31 lift stations. Two of these, Chestnut Village and Mill Pond, and their associated force mains, were constructed since the 2013 Wastewater Plan was adopted. These lift stations were both constructed by private developers in conjunction with new housing developments. One existing lift station, Motel 8, was decommissioned when the wastewater flow was transferred to a new gravity pipe installed by the City of Lacey. In addition, the Utility transferred responsibility for the maintenance of three private lift stations to the owners. Previously, the City was maintaining the lift stations and charging the owners for the cost of maintenance. Table 3.2 shows information on the City-owned lift stations and their force mains. Additional information such as pump sizes and force main lengths is stored in a lift station database. Dedicated operations and maintenance staff oversee the operation of these critical systems.

The lift station system has about 9.5 miles of force mains, ranging from 4 inches to 30 inches in diameter. The Utility's force mains are made of concrete, asbestos cement (AC), polyvinyl chloride (PVC), or high

density polyethylene (HDPE) as shown in Table 3.3. The Utility replaced the majority of the force main serving the East Bay Marina lift station in 2018. The replacement was in response to a portion of the force main being at risk for exposure and failure due to soil erosion on the banks of Budd Inlet.

Within Olympia’s Sewer Service Area, LOTT owns and operates another two lift stations and two miles of associated force mains.

Twenty-seven of the Utility’s lift stations are of a wet/dry well design with two separate below-grade chambers. The wet well holds the wastewater, and the dry well contains the pumps (usually two, which alternate pumping under normal conditions), controls and electrical equipment. In the other four stations, a pair of submersible pumps is contained within the same wet well chamber as the wastewater, and controls are in a separate panel located above grade or in a vault separate from the wet well.

The results of an assessment of physical condition and analysis of pumping capacity are presented in **Chapter 10** as the basis for determining the need for lift station upgrades.

Since 1996, there has been a significant increase in sewer lift stations, as well as other assets such as commercial STEP systems—over twice as many, with no increase in staffing. During that time, operations staff have leveraged technology and used good maintenance practices to inspect and maintain each new asset as it comes on line. There has not been a CSO for over twelve years. In order to maintain the high level of service needed to provide for public and environmental help, technology and staffing resources will be needed in the future. **Chapter 7** addresses the technical and staffing needs to support these systems.

Table 3.2 Lift Station and Force Main Inventory (listed by year constructed)					
	Name	Type	Generator	Force Main Size and Material	Construct Date
1	Division & Jackson	S&L wet well / dry well	No	6" PVC	1957
2A	Water Street 1	Concrete wet & dry wells	Yes	30" RCP	1961
2B	Water Street 2	Concrete wet & dry wells	Yes	18" RCP	1961
3	West Bay	Concrete wet & dry wells	Yes	12" PVC	1961
4	East Bay Drive	Flygt submersible	No	4" AC	1963
5	Black Lake	S&L wet well / dry well	Yes	8" PVC	1966
6	Woodcrest	S&L wet well mounted	No	4" AC	1967
7	Holiday Hills	S&L wet well / dry well	Yes	6" AC	1969
8	Ken Lake	S&L wet well mounted	Yes	4" AC	1969
9	Roosevelt & Yew	S&L wet well / dry well	Yes	6" AC	1970
10	Miller & Central	S&L wet well / dry well	Yes	8" AC	1970
11	Goldcrest	S&L wet well / dry well	Yes	6" HDPE	1970
12	Old Port 1	S&L wet well / dry well	Yes	4" AC	1971

	<b>Name</b>	<b>Type</b>	<b>Generator</b>	<b>Force Main Size and Material</b>	<b>Construct Date</b>
13	Old Port 2	S&L wet well / dry well	Yes	4" AC	1971
14	Jasper & Eastside	Paco submersible	Yes	4" AC	1972
15	Rossmoor	S&L wet well / dry well	Yes	6" PVC	1978
16	East Bay Marina	S&L wet well / dry well	No	4" PVC and 4" AC	1982
17	Ensign Road	S&L wet well / dry well	Yes	10" PVC	1989
18	Woodfield	S&L wet well / dry well	No	4" PVC	1990
19	Kempton Downs	S&L wet well / dry well	Yes	6" PVC	1993
20	Colonial Estates	S&L wet well / dry well	No	4" PVC	1994
21	Division & Farwell	Myers submersible	Yes	4" PVC	1995
22	Miller & Ann	Cornell wet well / dry well	No	6" PVC	1995
23	Springer	Hydronix wet well / dry well	No	6" PVC	1996
24	Cedrona	S&L wet well / dry well	Yes	6" PVC	1997
25	Cooper Crest	S&L wet well / dry well	Yes	6" PVC	2005
26	Mud Bay	S&L wet well / dry well	Yes	8" HDPE	2008
27	Briggs	S&L wet well / dry well	Yes	4" PVC	2008
28	Sleater Kinney	S&L wet well / dry well	No	6" HDPE	2010
29	Yelm Hwy	S&L wet well / dry well	Yes	10" HDPE	2011
30	Chestnut Village	S&L wet well / dry well	Yes	6"PVC	2013
31	Mill Pond	S&L wet well / dry well	Yes	10" HDPE	2014

Table 3.3 Sanitary Sewer Force Main Inventory (feet)						
Pipe Diameter (inches)	Reinforced Concrete	AC	PVC	HDPE	CI/DI	TOTAL
4	0	4,028	9,163	0	153	13,344
6	0	2,894	10,598	3,177	78	16,747
8	0	735	1,946	850	0	3,531
10	0	0	676	7,718	0	8,394
12	0	0	5,919	0	0	5,919
18	121	0	0	0	0	121
30	1,954	0	0	0	0	1,954
Total length of each type of pipe, and their percentage of the total force main system length:						
Feet	2,075	7,657	28,302	11,745	231	50,010
Miles	0.4	1.5	5.4	2.2	< 0.1	9.5
Percentage	4.1%	15.3%	56.6%	23.5%	< 1%	100%

### 3.3 STEP Systems

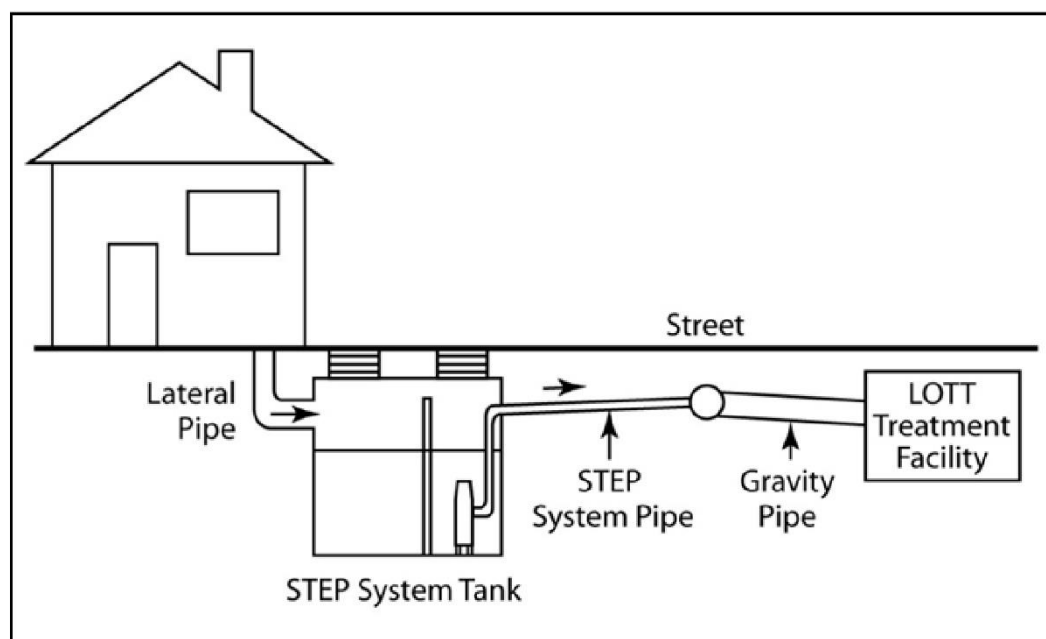
A septic tank effluent pump (STEP) system integrates the technologies of septic systems and gravity sewer pipes. A STEP system service at a residence or business consists of a tank where solids are collected and a pump which moves the liquid waste via a low-pressure pipe into the gravity sanitary sewer system for treatment at LOTT's Budd Inlet Treatment Plant. The solids are pumped out regularly, usually at an interval of once every seven years for residential systems, and every one to six years for commercial systems. The pumped solid STEP waste are hauled to the plant for treatment. High quantities of STEP solid waste can cause upsets to the treatment process at the plant.

In low-lying areas or flat terrain, STEP systems have some construction advantages over more expensive gravity sewer pipes and lift stations. Pipes can be buried as shallow as 36 inches, and because they are pressurized and do not rely on gravity to maintain flow they can follow the terrain. Because only liquids are pumped, the pipe can be small diameter. As a result, installation costs are less than gravity systems that typically require deeper and precisely sloped trenching.

However, maintenance costs of STEP systems are typically higher since pumps and associated equipment occasionally require maintenance or replacement and the tanks must be pumped periodically to remove the accumulated solids. In addition, the anaerobic STEP system effluent produces odorous and corrosive gases, namely hydrogen sulfide. As a result, in some cases odor control facilities are needed where these gases are released to air at locations of discharge to the gravity collection system. The corrosive nature of the gases can and has damaged downstream concrete gravity pipes and manholes leading to added maintenance and repairs.

Furthermore, under Washington State regulations, the City owns and maintains STEP systems and will eventually replace them, as needed. City operations and maintenance staff are responsible for these systems. Failure of the STEP system pump or its associated pipe system can result in sewer overflows.

Figure 3.2 is a conceptual diagram of a STEP system. As with OSS, each home, multi-unit residence, or business requires its own STEP system.



**Figure 3.2 Conceptual Diagram of a STEP System**

The Utility currently maintains 1,800 STEP systems (including 25 commercial STEP systems) and 27.5 miles of STEP force mains, serving approximately 9 percent of sewer customers. Forty of the residential STEP systems and one commercial STEP system have been constructed since the adoption of the 2013 Wastewater Management Plan.

Since 2013, new STEP systems have typically not been permitted in Olympia’s Sewer Service Area. All of the residential developments that were “vested” to use STEP systems are either under construction or have already been constructed. The only new STEP systems allowed to be constructed since 2013 were for infill lots in existing residence subdivisions served by STEP systems, for connections for houses served by OSS. Due to these regulations, no additional STEP force mains have been constructed since 2013.

As a result of a strategy in the 2013 Plan, regulations were changed in 2018 to allow for the use of STEP systems for short plats on properties currently adjacent to an existing STEP force main. This allows for small-scale developments for which the construction of a lift station would not be feasible. At the same time, it continues to restrict the use of STEP systems due to their higher maintenance cost.

The most extensive use of STEP systems is in southeast Olympia. Other areas are located in northeast Olympia along Lilly Road; northwest Olympia along Overhulse Road, 11th Avenue NW and 14th Avenue NW; and along the west slopes of West Bay and Capitol Lake. See **Chapter 5** for more information on the locations and density of STEP connections and mains in each basin.

### 3.4 Grinder Pump Systems

A grinder pump system consists of a macerating (chopping) type pump that conveys wastewater from a building through a small-diameter pressurized pipe to the City's sewer collection system. The grinder pump is typically located in a tank located on private property. It is similar to a STEP system, but without the solids settling tank (Figure 3.2).

Before 2006, there was little effort to control the use of grinder pump systems, other than a general ban on "community" grinder pump systems, where a group of residences each have a grinder pump that connects to a common pressurized sewer main in the right-of-way.

Concurrently with the 2007 Wastewater Management Plan, the Olympia Comprehensive Plan was changed to allow the use of grinder pump systems under certain conditions. The municipal code was updated to clarify under what circumstances grinder pumps can be used.

Unlike STEP systems, grinder pump systems are not owned or maintained by the City. However, the Department of Ecology's Criteria for Sewage Works Design requires utilities to develop "uniform standards for system design, installation, operation, maintenance, and emergency response measures" for grinder pump systems. It also requires utilities to "maintain a library of operation and maintenance manuals for the type(s) of systems installed within their service territory." For these reasons, and for consistency in design and reliability of service, the City stipulates the types of grinder pumps that can be connected to its sewer system. See **Chapter 7** of the Olympia Engineering Design and Development Standards (EDDS) for more information on the specific pump type, required appurtenances, and design requirements.

Currently, there are approximately 280 grinder pumps in the Olympia Sewer Service Area, all of which are owned and operated by the property owners. This accounts for about 2% of the Utility's customers. The Utility owns just over one mile of grinder force main. See **Chapter 5** for locations of current grinder pump connections in each basin.

### 3.5 Neighboring Jurisdictions (LOTT Clean Water Alliance Partners)

The City coordinates regional wastewater issues with the neighboring jurisdictions of Lacey, Tumwater and Thurston County through LOTT staff, a Technical Sub Committee and LOTT's board of elected officials (see Section 3.6). Specific development proposals located within Olympia's UGA are coordinated by planners and engineers at the staff level. Common operational and maintenance issues are routinely handled with field staff coordination as needed.

There are a few instances of crossover between Olympia's wastewater system and the Lacey and Tumwater systems, particularly in areas where city boundaries are complex. Three examples are the region surrounding South Puget Sound Community College, where some pipes serve both Olympia and Tumwater customers, the neighborhood south of Carlyon Street and East of Capitol Boulevard, and the area on Sleater-Kinney Road, north of 6<sup>th</sup> Avenue.

Coordination with neighboring jurisdictions will grow increasingly important as LOTT decentralizes wastewater treatment into satellite reclamation facilities.

### 3.6 LOTT Clean Water Alliance

LOTT provides wastewater treatment and reclaimed water production services for the urbanized area of north Thurston County. Its four government partners (Lacey, Olympia, Tumwater and Thurston County) formed the LOTT partnership in 1976 to jointly construct and operate wastewater treatment facilities. In 2001 the partnership was reorganized as the LOTT Alliance (now LOTT Clean Water Alliance), a non-profit corporation with a governing board representing the four partner jurisdictions. A City Council member represents Olympia on the LOTT Board of Directors. The Technical Sub-Committee (TSC), consisting of the Public Works Directors of the four partner jurisdictions, advises the Board on technical matters and capital projects. Both groups meet monthly.

## LOTT Treatment Facilities

LOTT's overall service area encompasses the city limits and urban growth areas for the cities of Olympia, Lacey and Tumwater. LOTT currently serves a population of about 118,000, roughly 68% of the total population in the service area. The remaining 32% are served by OSS. In the long term, the entire service area is expected to be served by public sewer.

LOTT's facilities currently include the central Budd Inlet Treatment Plant, the Budd Inlet Reclaimed Water Plant, the Martin Way Reclaimed Water Plant, the Hawk's Prairie Reclaimed Water Ponds and Recharge Basins, major interceptor sewer pipes, reclaimed water pipes and three regional lift stations. Table 3.4 summarizes the volume of wastewater treated for the years 2012-2018.

The treatment of wastewater at LOTT has advanced from primary treatment in the early 1950's to advanced secondary standards in 1983 and tertiary treatment (nitrogen removal and ultraviolet disinfection) in 1994. LOTT's Budd Inlet Treatment Plant is one of the only plants in the Puget Sound area that employs biological nutrient removal. Since 2005, LOTT has also treated a percentage of the flow to stringent Class A Reclaimed Water standards. This high quality water is reused for a variety of non-potable purposes including irrigation, water features, and groundwater recharge. (See below and Tables 3.4 and 3.5). Flows to LOTT are highly dependent on precipitation due to inflow and infiltration into the wastewater system.

About 16 miles of LOTT's sewer pipes and two lift stations are located in Olympia. LOTT sewer pipes are located under:

- Martin Way
- Capitol Boulevard
- Henderson Boulevard
- Plum Street and other downtown streets
- Mottman Road
- Along Indian and Percival Creeks
- Along the Karen Fraser Olympia Woodland Trail
- Black Lake Boulevard
- Cooper Point Road
- Around Capitol Lake

In many cases, the City of Olympia's neighborhood sewer systems connect directly into the LOTT interceptors. Because of these connections, problems in the City's wastewater system or in LOTT's LOTT pipes have the potential to cause problems for Olympia customers.

## Wastewater Resource Management Plan

LOTT's long-range Wastewater Resource Management Plan, completed in 1998, sets the stage for a decentralized approach to wastewater management in the Lacey-Olympia-Tumwater urban growth areas. As population grows and demand for wastewater treatment increases, LOTT will meet the demand by expanding production of Class A Reclaimed Water. This approach creates a valuable resource that can be reused. As development occurs, small units of treatment and reuse capacity will be added "just in time." LOTT maintains reserve capacity at the Budd Inlet Treatment Plant to accommodate increasing flows during the time needed to plan, design and build new capacity.

LOTT's production of Class A Reclaimed Water began in 2005 with completion of the Budd Inlet Reclaimed Water Plant located at the Budd Inlet Treatment Plant site. Construction of the first satellite facility, the Hawks Prairie Reclaimed Water Satellite in Lacey, was completed in 2006. The satellite includes the Martin



Way Reclaimed Water Plant, the Hawks Prairie Ponds and Recharge Basins, and pipes to move the reclaimed water from the treatment facility to the recharge site. It diverts wastewater flows from Lacey that would otherwise have been conveyed to the Budd Inlet Treatment Plant. Martin Way has two million gallons per day (mgd) of treatment capacity, expandable to five mgd. The Hawks Prairie Ponds and Recharge Basins provide at least five mgd of recharge capacity.

Note that Table 3.4 shows total water flows managed by LOTT, and Table 3.5 shows reclaimed water production. For the Budd Inlet Treatment Plant, the difference between the two values for any given year suggests the volume of treated water discharged to receiving waters (Budd Inlet), although a small portion of the difference is attributable to recycled flows within the treatment process. For the Martin Way Reclaimed Water Plant, the difference indicates the portion of the flow reused or recycled within the treatment process.

<b>Table 3.4 Volume of Wastewater Treated by LOTT (million gallons)*</b>						
	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
<b>Budd Inlet Treatment Plant</b>						
<b>Daily Average</b>	11.30	11.82	11.17	12.57	13.73	11.62
<b>Minimum Monthly Average</b>	9.26	8.83	9.31	9.10	9.58	8.89
<b>Maximum Monthly Average</b>	13.22	17.28	17.51	17.26	21.15	17.11
<b>Peak Flow</b>	25.10	32.04	38.12	31.80	34.27	27.94
<b>Martin Way Reclaimed Water Plant</b>						
<b>Daily Average</b>	0.04	1.16	1.30	1.27	0.89	1.49

<b>Table 3.5 Reclaimed Water Production Average, by LOTT (million gallons per day)*</b>						
	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
<b>Budd Inlet Reclaimed Water Plant</b>	0.53	0.48	0.52	0.54	0.56	0.57
<b>Martin Way Reclaimed Water Plant</b>	0.00	0.98	1.13	1.19	0.72	1.22
<b>Total</b>	<b>0.53</b>	<b>1.46</b>	<b>1.65</b>	<b>1.73</b>	<b>1.28</b>	<b>1.79</b>

LOTT's Wastewater Resource Management Plan is known more familiarly as the "Highly Managed Plan" because it requires continual monitoring, planning and evaluation of future capacity needs. To identify changes or additions to planned capital projects or programs, LOTT annually analyzes capacity to include treatment capacity, discharge capacity or beneficial use of treated water, and its operational pipeline capacity.

To meet its facility plan requirements for wastewater treatment, the City of Olympia incorporates the LOTT Wastewater Resource Management Plan by reference into its Wastewater Management Plan. This was authorized April 10, 2001 by Olympia City Council adoption of Ordinance 6097, which states:

*The Olympia City Council hereby approves the LOTT Wastewater Resource Management Plan's Highly Managed Alternative, of November 1998, and directs that said Plan be incorporated into the City's Comprehensive Plan and General Sewer Plan at the time of the next update.*

## LOTT's Capital Improvement Projects

LOTT updates its Capital Improvements Plan (CIP) every two years. LOTT looks at its capital projects planning in both a near term (six-year) view, and a longer life-cycle (20-year) view. LOTT's 2019-2024 CIP, including its proposed 2019-2020 Capital Budget, is summarized in Table 3.6.

Table 3.6 LOTT 2019-2020 Capital Budget and 2019-2024 CIP*		
Project Categories	2019-2020 Capital Budget	2019-2024 CIP
System Capacity	\$39,161,012	\$68,327,427
New Capacity	\$188,769	\$660,691
Asset Management	\$4,796,715	\$16,884,373
Support Services and Projects	\$17,614,433	\$45,277,429
<b>Total</b>	<b>\$61,760,929</b>	<b>\$131,149,921</b>

Near-term LOTT projects with direct implications to Olympia include:

- Collection System Piping Rehabilitation (2019-2022)
- Martin Way and Sleater Kinney Manhole Repair (2019)
- Flow Monitoring Program (Ongoing)
- Flow Reduction Programs (Ongoing)
- Septic Conversion Incentive Program (Ongoing)

## 3.7 Pretreatment

### Industrial Pretreatment

LOTT's Industrial Pretreatment Program is designed to prevent pollutants from entering public conveyance and treatment facilities that could interfere with flow or operations, impact receiving water or biosolids quality, or threaten workers' safety.

Through regulations appended to the LOTT Interlocal Agreement (2000), the four LOTT partner jurisdictions have adopted identical pretreatment ordinances, which are enforced by the partner jurisdiction (see Olympia Municipal Code Title 13 **Chapter 20**).

LOTT requires that discharges from permitted facilities meet industrial user permit requirements based upon applicable pretreatment standards and requirements. The pretreatment program includes provisions for monitoring, reporting and enforcement to ensure that substances that can harm worker safety, damage infrastructure and affect water quality are not introduced into the wastewater system. Examples of such substances are toxic organics, heavy metals and corrosives. The program is updated as new users seek connections to the system, or as existing users change the pattern, quantity, quality or composition of discharge.

As of the end of 2018, there were nine Significant Industrial Users (SIUs) and two Minor Industrial Users permitted by LOTT in its service area. Table 3.7 summarizes those permittees that are located in the City of Olympia and discharge into the City's wastewater system. Categorical industrial users are required to have an industrial user permit if they discharge or have the potential to discharge to the sewer.

LOTT's annual Pretreatment Report has more detailed information regarding permittees as well as current and planned efforts under the Pretreatment Program.

<b>Table 3.7 LOTT Industrial Pretreatment Permittees in Olympia</b>			
<b>Industry</b>	<b>Type of Permit *</b>	<b>Product</b>	<b>2017 Average Discharge (gpd)</b>
Fish Brewing Co.	MIU	Beer	1,555
Crown Cork & Seal, Inc.	SIU	Aluminum Cans	40,200
Georgia-Pacific Corp.	SIU	Cardboard	3,600
J.R. Setina Manufacturing Co., Inc.	SIU	Vehicle Accessories	0
Roy's Designs, Inc.	SIU	Metal Coatings	0

\* SIU are significant industrial users and MIU are minor industrial users.

### **Fats, Oils and Grease**

Most commercial food service establishments (FSE) produce waste products of fats, oils and grease (FOG) that if discharged to the sewer at their source contribute to grease build up in the wastewater system, leading to capacity and overflow problems, as well as treatment plant issues. City operation and maintenance staff regularly respond to conveyance problems associated with FOG. A byproduct of cooking, FOG comes from meat, fats, lard, oil, shortening, butter, margarine, food scraps, sauces, and dairy products. Grease interceptors are required of all FSEs that produce FOG.

LOTT, in cooperation with the City of Olympia and its other partners, regularly surveys FSEs and provides technical assistance as needed to help FSEs reach compliance in addressing FOG. The City is responsible for enforcement of the pretreatment regulations related to FOG, if an FSE does not respond to initial efforts to comply.

FSEs are not the only producers of FOG – residential wastewater can contain significant concentrations of FOG that can clog side sewers and gravity sewer pipes, and cause problems with the proper function of lift stations, STEP tanks and grinder pump systems. Educational efforts geared toward reducing or eliminating this problem are found at LOTT's Water Education and Technology (WET) Science Center, on the City's website, as well as through periodic mailings.



# Chapter 4

## Onsite Sewage Systems

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## CHAPTER 4 - ONSITE SEWAGE SYSTEMS

Households and businesses that are not connected to the City's wastewater system must treat and dispose of their sewage, also known as wastewater, on site. There are approximately 4,225 septic systems, also known as onsite sewage systems (OSS), in Olympia and its urban growth area (UGA) – about 2,100 in the City and 2,125 in the UGA. Figure 4.1 shows an example map of the distribution of OSS in a select area of the City's Sewer Service Area. For complete mapping of lots served by OSS, see **Chapter 5** and **Appendix J**.

OSS have historically been the most common method of sewage treatment in Thurston County. Many lots served by OSS were not connected to sewer service after sewer pipes were installed in the vicinity, sometimes directly in front of the property.

In the 1950s, reports of failing OSS and pollution of Capitol Lake and Budd Inlet made it clear that significant sewer infrastructure improvements were needed in the Olympia area. In the 1970s, concerns about public health risks associated with OSS led the Thurston County Board of Health to require inspection and certification of OSS. The focus of their monitoring program has been in the Henderson Inlet watershed due to pollution causing the closure of many beaches to shellfish harvesting. The increased oversight has led to many of the beaches being reopened for shellfish harvesting in recent years.

Currently, both Thurston County and the City of Olympia regulate the permitting and use of OSS within Olympia's Sewer Service Area (see Section 4.5 below for more details). Property owners are responsible for maintaining individual OSS.

This chapter reviews the types and functioning of OSS, the potential public health risks associated with the systems, proximity of OSS to Olympia's sewer system, potential costs of OSS conversion to public sewer and the current regulatory framework.

Challenges associated with OSS in the City and UGA are introduced and discussed in this chapter, and summarized in **Chapter 8**. Goals and Strategies related to OSS are presented in **Chapter 9**.





**Figure 4.1 Example Map of Lots Served by Individual Onset Sewage Systems<sup>1</sup>**

## 4.1 Types of Onsite Sewage Systems (OSS)

There are two main types of onsite sewage systems, individual (OSS) and community (COSS). Normally, OSS only serve one dwelling, one duplex or one business. COSS treat sewage flows greater than 600 gallons per day (gpd) or flows discharged from three or more dwellings. Under state law, a public jurisdiction must own and operate COSS. In cities and their UGAs, COSS are considered an interim form of sewer service, to be used only until public sewer service become available. As part of the 1992 intergovernmental agreement with Thurston County (see **Chapter 2**), the City owns and maintains all COSS within the City's Sewer Service Area. Currently, there is only one COSS in Olympia's Sewer Service Area, built in 1994 and serving three single family residences.

Larger OSS, or LOSS, a type of COSS treating flows greater than 3,500 gpd, were regulated by Thurston County until 2011, and are now regulated by the Washington State Department of Health. There are no LOSS in the City or its UGA.

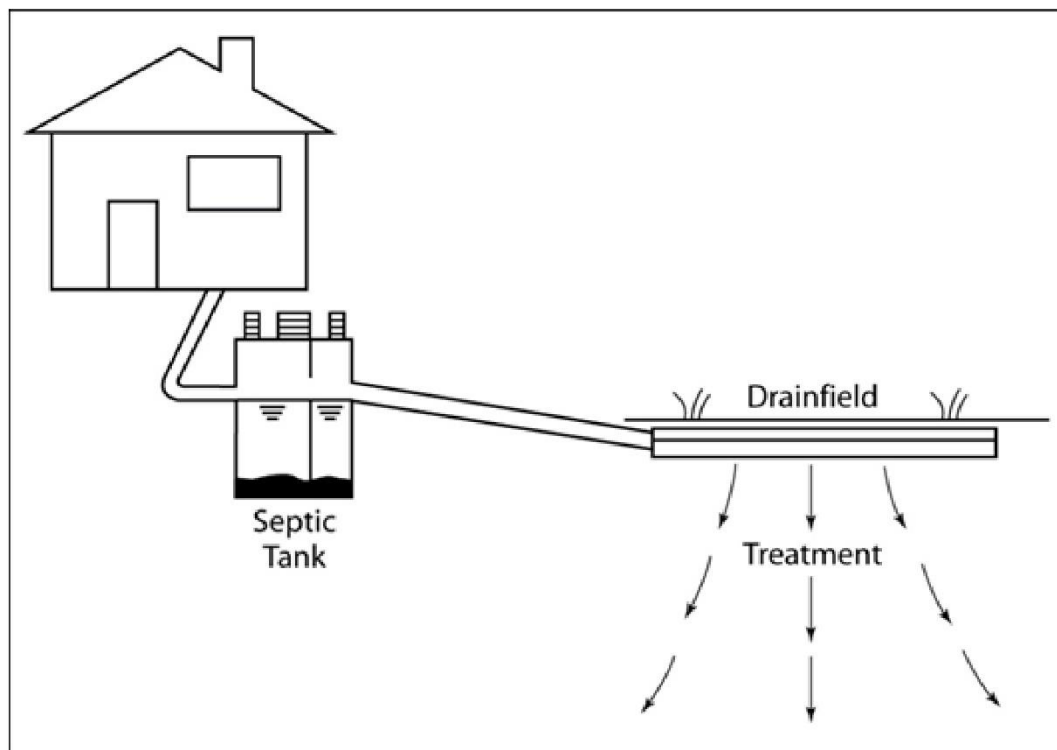
An OSS typically consists of a buried 500-1500 gallon, two-compartment septic tank and a drainfield. The tank collects sewage from the structure(s), which is then separated into (1) solids that settle and are broken down biologically by naturally occurring bacteria, (2) liquid that flows out of the tank and into the drainfield, and (3) fats, oils and grease (FOG) that float on top of the liquid in the tank and get partially

broken down. In a properly functioning OSS, the liquid sewage either flows out of the tank by gravity, or is pumped to the drainfield, where it is evenly distributed in the drainfield.

As the sewage percolates through the drainfield and underlying soil, further filtration of the sewage occurs, as well as additional biological treatment before it reaches groundwater. The solids and FOG need to be pumped out of the tank on a regular basis, typically once every three to ten years, based on use.

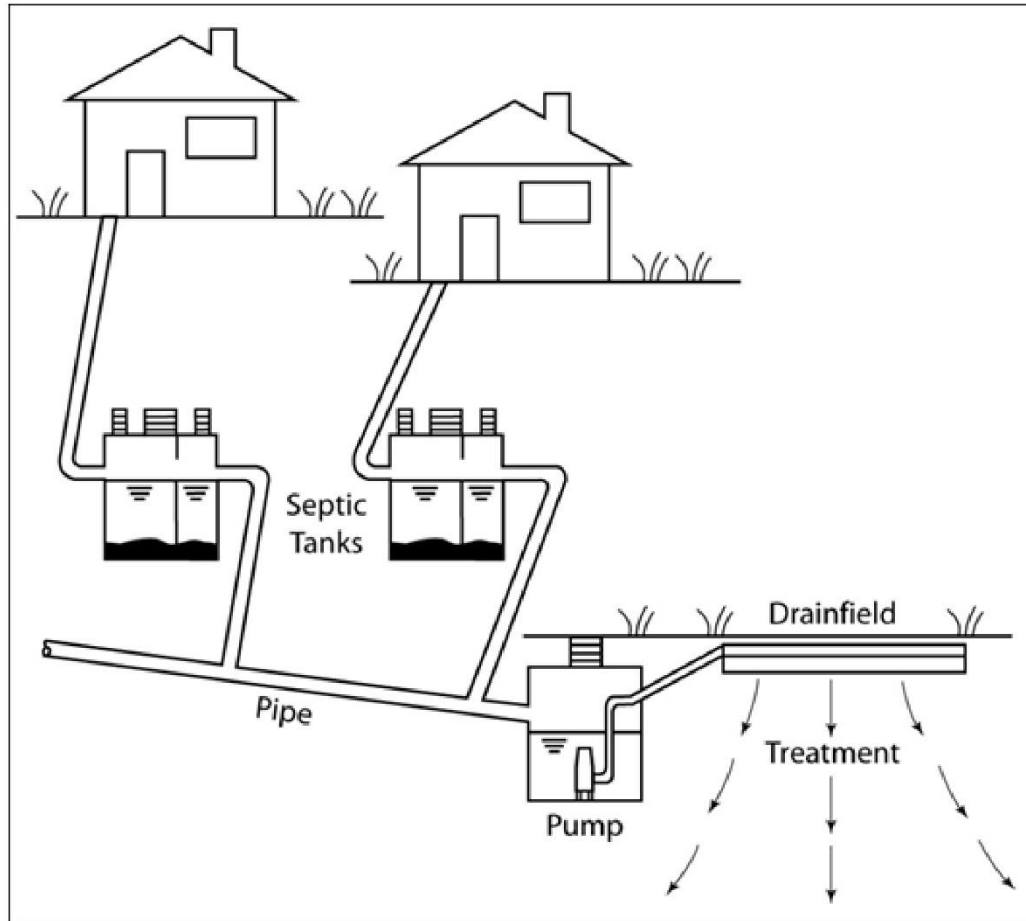
Figure 4.2 is a conceptual diagram of an individual OSS, and Figure 4.3 shows a community onsite system (COSS).

Proper functioning of OSS depends on the soil's ability to process and filter the effluent. With the large silt fraction of soils in the South Puget Sound region, less than one percent of Thurston County soils are ideal for onsite sewage treatment, and 87% of the land by area is inappropriate for OSS (LOTT, 1998). See the Geology and Soils section in **Chapter 2**.



**Figure 4.2 Individual Onsite Sewage System**



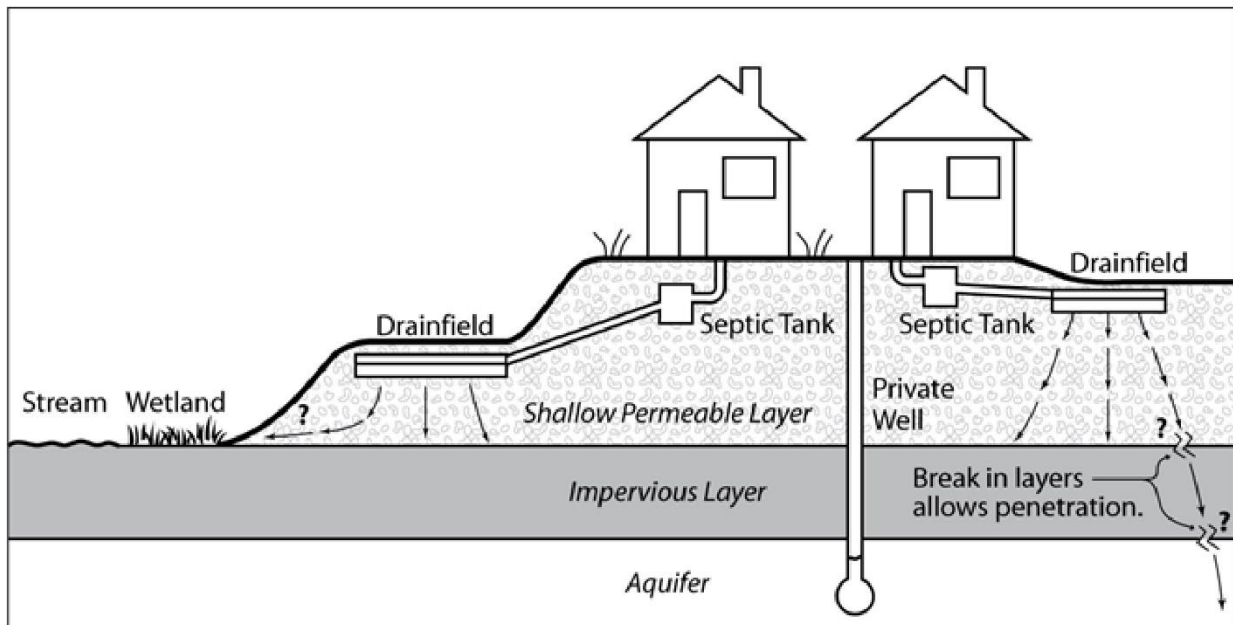


**Figure 4.3 Community Onsite Sewage System**

## **4.2 Public Health Risks of OSS in Urban Areas**

OSS can be an effective and safe method of treating and disposing of treated sewage when properly designed and installed, maintained regularly, and kept at moderate to low site densities. OSS are appropriate in rural areas, but were not intended for use in increasingly dense developed cities. OSS require a treatment and disposal area large enough to adequately break down and dilute effluent-borne contaminants.

The presence of over 4,000 OSS in Olympia and its UGA creates the potential risk to environmental and public health from groundwater, surface water and soil contamination. Figure 4.4 illustrates these risks.



**Figure 4.4 Potential Risk to Groundwater and Surface Water from OSS**

### Risk of OSS Failure

Industry research has indicated that the design life of OSS is generally 20-30 years. The potential for failure increases with time, even if the system is properly sited and consistently maintained. However, records show some systems last much longer than the average.

OSS that are not properly sited and maintained may threaten water quality and public health by releasing bacteria, viruses, nitrogen, phosphorous, heavy metals and chemicals from household products into the environment. “Failure” means the system threatens public health because it is not adequately treating sewage or is creating a potential for people to come in contact with sewage. Examples of failure include:

- Sewage on the surface of the ground.
- Sewage discharged directly to surface water.
- Sewage backing up into a structure because of slow infiltration of effluent through the soil.
- Sewage leaking from a tank, pump chamber, holding tank or collection system.
- Inadequately treated effluent contaminating ground water or surface water (determined by dye tracing and/or fecal coliform count).
- Surface or ground water intrusion into a tank, pump chamber, holding tank, or collection system.
- Cesspools.
- Seepage pits where there is evidence of ground or surface water quality degradation.

### Evidence of Contamination from OSS

OSS, especially when used at urban densities, create threats to both groundwater and surface water. Nitrates are a common groundwater contaminant associated with OSS, while bacteria linked to OSS are often found in surface water.

Nitrate is increasingly observed in groundwater, including the City's drinking water supply wells in Southeast Olympia. In some cases, the concentration of nitrate threatens the viability of both private and public drinking water supplies. OSS have been identified as a significant contributor to the problem through detailed studies conducted in the 1990s and 2000s. The City's wellhead protection areas are taken into account when the Utility evaluates sites for new and replacement OSS.

In addition, bacterial contamination from failing OSS is one of the principal causes of shellfish restrictions imposed on Puget Sound since 1980 (Grover 1996). Ongoing water quality monitoring confirms that streams and marine waters within Olympia have elevated levels of bacterial contamination.

### Guidance on Siting of OSS

Research demonstrates that properly functioning OSS can pollute ground and surface water if they are concentrated in too small a land area (DeFeo, 1991; Yates, 1985). In Olympia and its UGA, an estimated 43 percent of OSS are sited on lots less than the minimum recommended lot size of 12,500 square feet (WAC 246-272-20501; Article IV, Section 21). Similarly, ground and surface water quality impacts have been observed where the average density of OSS is more than four systems per acre, even in well-drained soils (Brown and Bicki 1987, 1991). The maximum density of OSS in Olympia's Sewer Service Area is approximately 4 systems per acre, in areas of the southeast UGA. More typical densities in areas with OSS are less than 2 systems per acre. As a comparison, all of Olympia and its UGA is zoned or planned for densities with residential lot sizes of approximately 5,000 square feet or about 8.7 lots per acre.

Additional guidance recommends that OSS should be adequately separated from drinking water wells. Analysis on virus mortality and migration suggests that OSS should be at least 400 feet apart to reduce virus concentrations below safe drinking water standards in the groundwater (Brown & Bicki 1997, 1991; LOTT 1998). Under current County regulations, if a lot is served by a private well, the minimum lot size for an OSS is one acre (Article IV, Section 21). In addition, new OSS must be located at least 100 feet from a water supply source or other surface water and 200 feet from a public drinking water supply (WAC 246-272-09501; Article IV, Section 10).

Under State regulations, OSS cannot be installed within 100 feet of fresh or marine surface water (WAC 272-0950). With waivers, Thurston County maintains authority to reduce the buffer distance to 50 feet. In addition, the City's Shoreline Master Program prohibits OSS for new development within the shoreline jurisdiction. Under Olympia's Critical Areas Ordinance, OSS are not allowed in designated critical areas (e.g., wetlands and floodplains), or their buffers.

<b>Table 4.1 Siting and Characteristics of OSS in Olympia</b>		
<b>Onsite Sewage System Characteristic</b>	<b>Approximate Number</b>	<b>% of Total<sup>1</sup></b>
Lots less than 12,500 sq. ft.	1,800	43%
Lots with drinking water wells (100 ft from well required by WAC, 400 ft. between OSS recommended)	1,200	28%
Lots within 100 ft of surface water	470	11%
Lots within Olympia drinking water wellhead protection areas	870	21%
Lots within Olympia portion of Henderson Watershed Protection Area	835	20%

<sup>1</sup>Total adds up to more than 100% because some OSS meet more than one of the characteristics.

## Assessment of Current Risks in Olympia

In response to increasing concern over the prevalence of OSS in the Lacey-Olympia-Tumwater area, Thurston County Environmental Health completed a planning-level analysis of existing OSS use and their environmental risks. The analysis used mapping technology to link the various densities of OSS in neighborhoods to screening criteria defining potential risks to both surface and ground water. This information provides a productive planning-level tool for considering jurisdictional needs for OSS policies and regulations, and the potential need to convert systems to sewer service.

The analysis documented the occurrence of individual OSS in the north Thurston County area. Areas with OSS were subsequently grouped into neighborhoods based on subdivision plats or lots that share similar characteristics. Commercial and multifamily OSS were converted to a single family residential equivalency unit. OSS densities in the neighborhoods were calculated and grouped as follows:  $\leq 1$  OSS unit/ acre, 1-2 units/acre, 2 to 4 units/acre, and  $\geq 4$  units/acre. For this analysis, the density of OSS was a key risk factor.

Given OSS densities, several natural resource parameters were used to refine the potential threat to both surface water and groundwater. The risk of surface water contamination from OSS increases with neighborhoods that are close to water bodies and that have soils that generate runoff rather than infiltrate. When combined with neighborhoods with relatively high densities of OSS, these geographic traits create a higher potential for contamination.

Similarly, neighborhoods located within drinking water protection areas and with soils that readily infiltrate generate relatively high risks to groundwater.

The analysis indicates that from a regional planning perspective the implications of OSS in Olympia may be modest, with many areas at lower risk to both groundwater and surface water. Maps depicting the outcomes of the analysis are provided in Appendix J. Chapters 8 and 9 further address OSS challenges and recommendations as well.

### 4.3 Proximity of OSS to Olympia Wastewater System

OSS are distributed throughout Olympia and its UGA. As surrounding homes and neighborhoods developed on public sewer, isolated or small pockets of systems have remained. Other areas such as portions of Northeast and Southeast Olympia include entire subdivisions served by OSS. Additionally, many undeveloped infill lots remain in Olympia. At some point, most of these isolated lots will develop and need sewer service.

In general, current City policies require a developing lot or a failing existing OSS to connect to the public system if located within 200 feet of the sewer pipe. Of the 4,225 OSS in Olympia and its UGA, over 1,100 are within 200 feet of public sewer. As shown in Table 4.2, an estimated 1,260 systems in the City and 1,840 in the UGA are further than 200 feet from sewer and could be connected only if sewer pipes were extended. The table also shows the distribution of OSS in relationship to existing sewer pipes.

Table 4.2 Proximity of OSS to Public Sewer				
	Adjacent to Sewer Main	Within 200 feet	Over 200 feet	Total
Within City limits	570	270	1,260	2,100
Within UGA	230	55	1,840	2,125
Total	800	325	3,100	4,225

Many undeveloped lots are within a feasible connection distance to the public wastewater system. For those undeveloped lots that are further than 200' from sewer, the lot size determines whether an OSS may be a viable option. Lots over one acre are more likely to be eligible for an OSS permit than lots under one acre. Prior to the 2013 Plan, only lots larger than an acre were eligible for new septic systems inside the city limits. As a result of the Plan and with input from Thurston County, the Utility changed the regulations in 2017 to allow new septic systems on lots smaller than an acre, but only if additional criteria are met. Table 4.3 shows characteristics of undeveloped lots in relationship to lot size and distance to existing sewer pipes.

<b>Table 4.3 Characteristics of Undeveloped Lots Related to OSS Permitting<sup>1</sup></b>					
	<b>Within 200 feet</b>	<b>Over 200 feet and &lt; 12,500 SF</b>	<b>Over 200 feet and between 12,500 SF and 1 acre</b>	<b>Over 200 feet and &gt; 1 acre</b>	<b>Total</b>
Within City limits	1,650	140	110	100	2,000
Within UGA	240	60	80	70	450
Total	1,890	200	190	170	2,500

<sup>1</sup>Not all undeveloped lots are developable.

#### 4.4 Potential Costs of Converting OSS to Public Sewer

For owners of OSS, the cost of connecting to City sewer can be substantial. Table 4.4 summarizes the potential costs of OSS conversion and highlights the high degree of variability of construction costs.

<b>Table 4.4 Typical Costs for Converting an OSS Property to Public Sewer</b>		
<b>Item</b>		<b>Range of Costs<sup>1</sup></b>
<b>Construction Costs</b>		
1.	Construct Sewer Pipe in Street	\$0 (if sewer is available) \$4,000 - \$15,000+
2.	Side Sewer Construction to House (high end is for grinder pump or STEP connection)	\$4,000 - \$14,000+
3.	OSS Abandonment	\$1,000 - \$1,500
	Construction Subtotal =	\$5,000 - \$30,000+
<b>2019 Applicable Fees and Permits</b>		
4.	LOTT Clean Water Alliance Capacity Development Charge (LOTT CDC)	\$1,512 <sup>2</sup> - \$6,049
5.	City Wastewater General Facility Charge (GFC)	\$0 <sup>3</sup> - \$3,442
6.	Permits for Sewer Connection	\$500 - \$2,000
7.	OSS Abandonment Permit (Thurston County)	\$275
	Connection Fees Subtotal =	\$2,300 - \$12,000
	<b>Range of Total Costs to Convert =</b>	<b>\$7,300 - \$42,000+</b>

<sup>1</sup>In 2019 dollars, rounded figures.

<sup>2</sup>A limited number of 50% - 75% instant rebates are available to help pay for the LOTT CDC.

<sup>3</sup>The City Wastewater GFC is waived per Olympia Municipal Code 13.08.205(C) for properties with an existing OSS that connect to sewer within two years of notice of sewer availability or within two years of new ownership or with an approved LOTT CDC rebate.

Through its Septic to Sewer Program, the City assists homeowners with an OSS to convert to public sewer. The program was created in response to the environmental considerations discussed above. The program includes the following components:

- Public education and outreach
- General Facility Charge (GFC) Waivers
- Neighborhood Sewer Extension Program

The program was revised in 2017 to further assist property owners. The changes increased the number of properties eligible for GFC waivers. It also reduced the amount property owners reimburse the City for neighborhood sewer extensions.

The number of OSS conversions to public sewer increased from an average of 5 conversions per year between 1997 and 2008 to an average of 14 conversions per year between 2009 and 2018. The increased rate of conversion corresponds to implementation of the City's Septic to Sewer conversion program. GFC waivers and neighborhood sewer extensions account for the increase in conversions. There has also been an increase in the number of conversions since the start of the LOTT Septic Conversion Incentive Program in 2017, featuring 50% to 75% rebates on the LOTT CDC. More information on both programs is available on the City webpage.

## **4.5 Current Regulations**

Privately owned individual OSS and community OSS are regulated by the Thurston County Board of Health. The County Environmental Health Division is responsible for reviewing permit applications for new OSS and repair or expansion of existing systems. Its staff maintain OSS records, and oversee the inspection of OSS before property ownership is transferred.

This section summarizes the regulatory framework for individual and community OSS, special regulations for the Henderson Watershed Protection Area and pending regulations on underground greywater irrigation systems.

### **Individual Onsite Sewage Systems (OSS)**

The City has no responsibility for owning, maintaining or managing private individual OSS. However, the City does have the authority within its Sewer Service Area, including in the UGA, to determine if a new OSS or repairs to an existing OSS are allowable, or whether the proposed or existing building(s) is required to connect to sewer service. Therefore, all OSS repair or new construction applications for sites located in the City or its UGA are routed to the City for review and recommendation for approval or denial. Applications in the UGA are reviewed only for sewer availability. See Appendix P for a flowchart that guides City and County staff in determining whether or not a proposed OSS can be permitted within the City or its UGA.

City regulations for permitting new OSS are more restrictive than State and County regulations. Under current State and County regulations (WAC 246-272A-C and Article IV of the Thurston County Sanitary Code, respectively), new OSS are allowed under certain conditions, most importantly when the following conditions can be met: it can function properly, it is located in suitable soils at a safe distance from a water well, and no public gravity line is accessible. Under State and County standards, OSS served by a public water system must be located on lots of at least 12,500 sq. ft. (with a density of 3.5 lots per acre or less); the County code allows OSS on smaller lots of record (i.e. lots created before 1995) if they meet other criteria (WAC 246-272A-0210 and WAC 246-272A-0320). City permitting regulations restrict new OSS inside the City limits to lots that are more than 200 feet from an available sewer pipe and for existing lots greater than one acre in size, except under certain circumstances outlined in Olympia Municipal Code section 13.08.090. Replacing existing OSS located more than 200 feet from municipal sewer can be permitted.

All new OSS in the City and UGA must be designed as interim and agree to connect within one year of being notified to do so.

The County Health Code requires owners of larger or more complex systems to have them certified and inspected every one to three years. High-risk OSS located in the Henderson Inlet Shellfish Protection Area have more stringent requirements (see below). A City-County Resolution also encouraged owners of OSS to register with the Thurston County Operational Certificate Program. Olympia Water Resources cooperates with Thurston County in periodic educational activities to encourage proper maintenance by OSS owners.

### **Community Onsite Sewage Systems (COSS)**

Community onsite sewage systems (COSS) are considered by the Department of Ecology to be public sewerage treatment facilities, requiring the City to assume ownership and maintenance responsibility. Under an October 1992 intergovernmental agreement with Thurston County, the cities of Olympia, Lacey and Tumwater own and operate COSS within their UGAs. Public ownership is meant to encourage development within the UGA in the interim before sewer infrastructure is extended, and to ensure consistent Wastewater Utility services to all customers as mandated by the Growth Management Act.

Current Wastewater Utility practice allows approval of a COSS only if topography or other constraints preclude connection to the public sewer, and if the cost of extending the sewer exceeds COSS installation and lifecycle costs by 50 percent. Before the City takes over ownership and maintenance of a COSS, the developer must pay all up-front connection fees to the Wastewater Utility, including the CDC and GFC. Customers connected to a COSS must agree to pay the regular monthly sewer utility rate, and connect to sewer service within one year after sewer becomes available, including paying any connection fees not previously paid to the City at the time of connection to the COSS.

COSS are considered interim systems and must be designed for efficient conversion to sanitary sewer. COSS permits in the UGA require that property owners sign an agreement to support an annexation petition, to take effect when the area becomes contiguous to the City.

Currently, Olympia maintains one COSS, located on Devoe Road in the UGA.

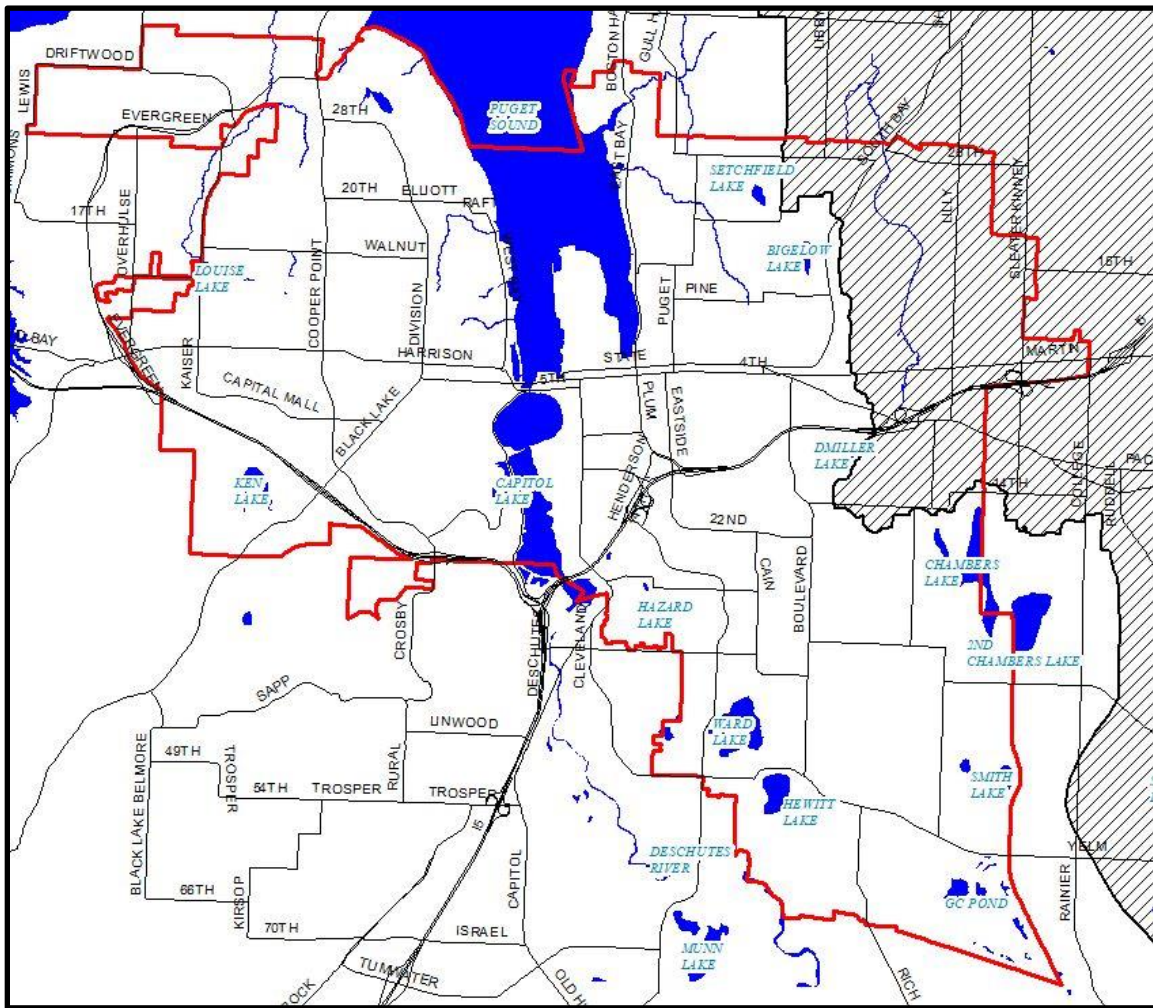
### **Henderson Watershed Protection Area**

In May 2004, a Thurston County citizen advisory committee recommended a program to enforce OSS maintenance in the Henderson Inlet watershed (see Figure 4.4), where fecal coliform bacteria from human waste are contributing to the pollution in streams and marine waters (Thurston County, 2002). Woodland and Woodard Creeks, which capture runoff from northeast Olympia, Lacey and Thurston County, are on Washington State's 303(d) list of water quality impaired water bodies, a list maintained as a requirement of the federal Clean Water Act. The Olympia portion of these basins includes lots with 835 OSS, 530 within the City limits and 305 in Olympia's UGA.

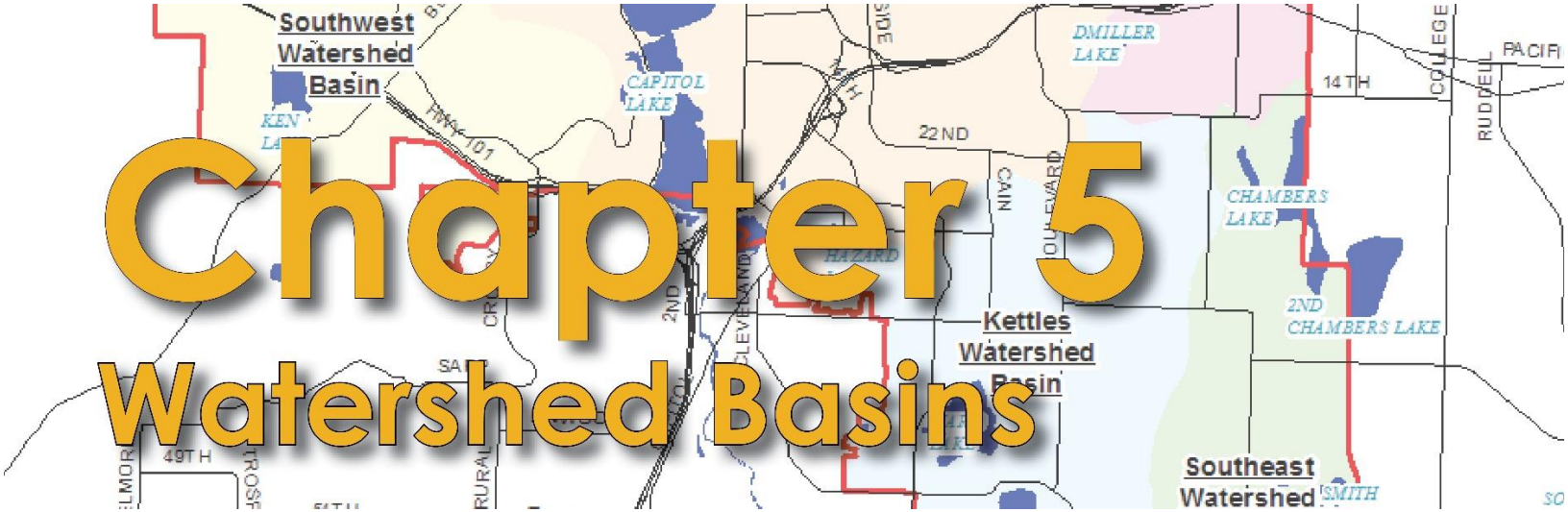
Based on the committee's recommendations, Thurston County approved its first mandatory OSS operation and maintenance program to help restore water quality. The program requires that all high-risk OSS within the existing shellfish district be inspected on a regular basis and that owners maintain a current County Operational Certificate. See Article IV of the Sanitary Code for Thurston County for more information regarding this program.

The program has been successful in achieving the goal of reducing pollution contributed by failing OSS through a routine inspection and maintenance program. Measurable improvements in the marine water of Henderson Inlet have occurred, and the shellfish harvest status was upgraded for 340 acres of tideland. OSS owners have taken responsibility for the operation and maintenance of their systems – as evidenced by the 2100+ certified homeowner inspectors and an on-going compliance rate of about 87 percent. Additional information can be found on the web site for Thurston County Environmental Health.





**Figure 4.5 Henderson Inlet Watershed Protection Area (hatched area)**



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## CHAPTER 5

Chapters 3 and 4 describe Olympia’s wastewater system in terms of system components: gravity sewer pipes, lift stations, STEP systems, grinder pump systems and septic systems, also known as onsite sewage systems (OSS). This chapter looks at the wastewater system from a basin perspective with an analysis of the unique characteristics and needs of each region of the Sewer Service Area.

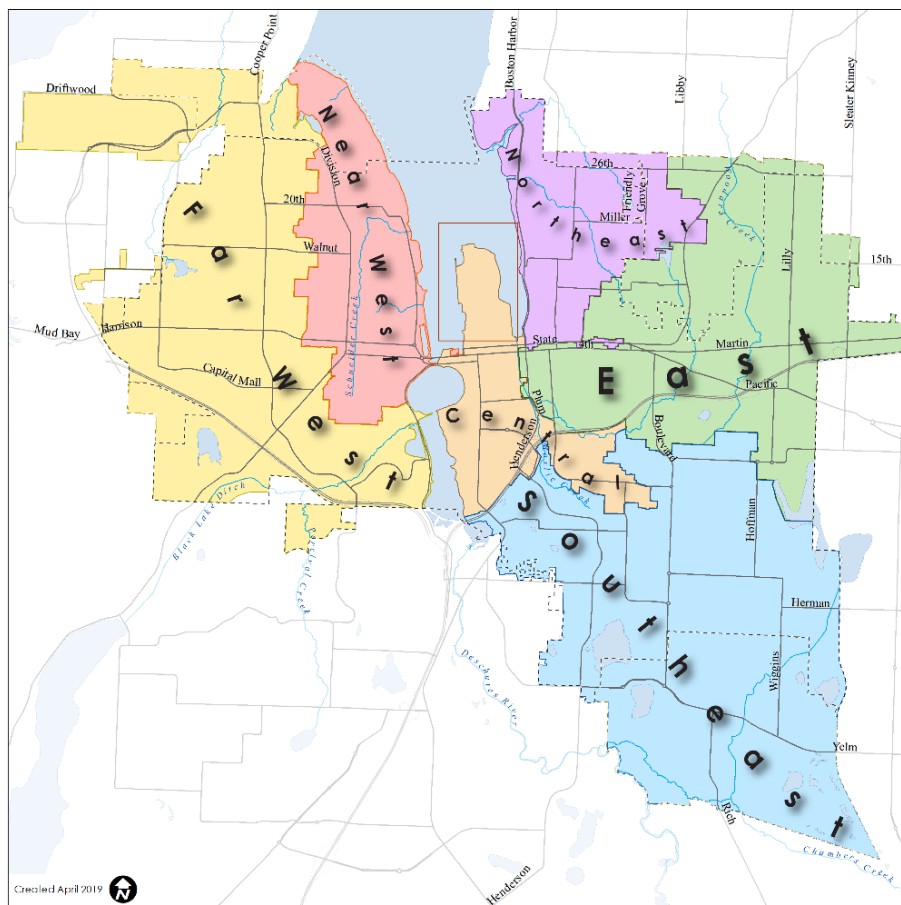
In many cases, these characteristics and needs relate directly to the wastewater challenges discussed in **Chapter 8**.

Each regional wastewater basin is briefly described in terms of receiving waters, existing infrastructure, projected development, wastewater (also known as sewage) flow, number of STEP and OSS, water quality issues and specific challenges. Additionally, the maps in Appendix J show the location of gravity sewer pipes, lift stations and force mains (pressurized pipes), STEP force mains and tanks, and OSS within each basin.

The regional wastewater basins are delineated in Figure 5.1. Each basin shares a common sewer pipe at the downstream end of the basin. All of the wastewater in a basin flows to and through that pipe. Basins can be drawn very large such as the eastside of the city versus the westside. They can also be drawn very small, with a single street or neighborhood as a basin. These six regional basins were chosen because they share some common characteristics and form a basis for discussing the wastewater system as a whole. Each regional basin contains a unique mix of wastewater infrastructure. Table 5.1 summarizes the basin’s wastewater characteristics.

**Table 5.1 Wastewater Characteristics of each Basin**

Characteristics	Central	East	Northeast	Southeast	Far West	Near West
OSS within 200’ of sewer	29	360	82	432	106	136
Total OSS	48	1,306	228	1,930	488	282
STEP Systems	23	370	34	1,220	118	34
Grinder Pumps	12	41	28	63	86	59
Lift Stations (including City and LOTT owned)	2	6	5	8	10	5
Percentage of basin served by combined sewer pipes	56%	8%	16%	3%	0%	0%
Single-family Residential Customers	899	2,321	1,847	3,280	3,025	2,539
Multi-family Residential Customers (# of apartments)	73 (1,425)	171 (1,843)	34 (348)	51 (494)	329 (3,522)	92 (1,380)
Commercial Customers	377	527	56	36	401	132
Total Sewer Customers	1,349	3,019	1,937	3,367	3,755	2,763
% Basin Undeveloped	5%	14%	9%	15%	11%	12%



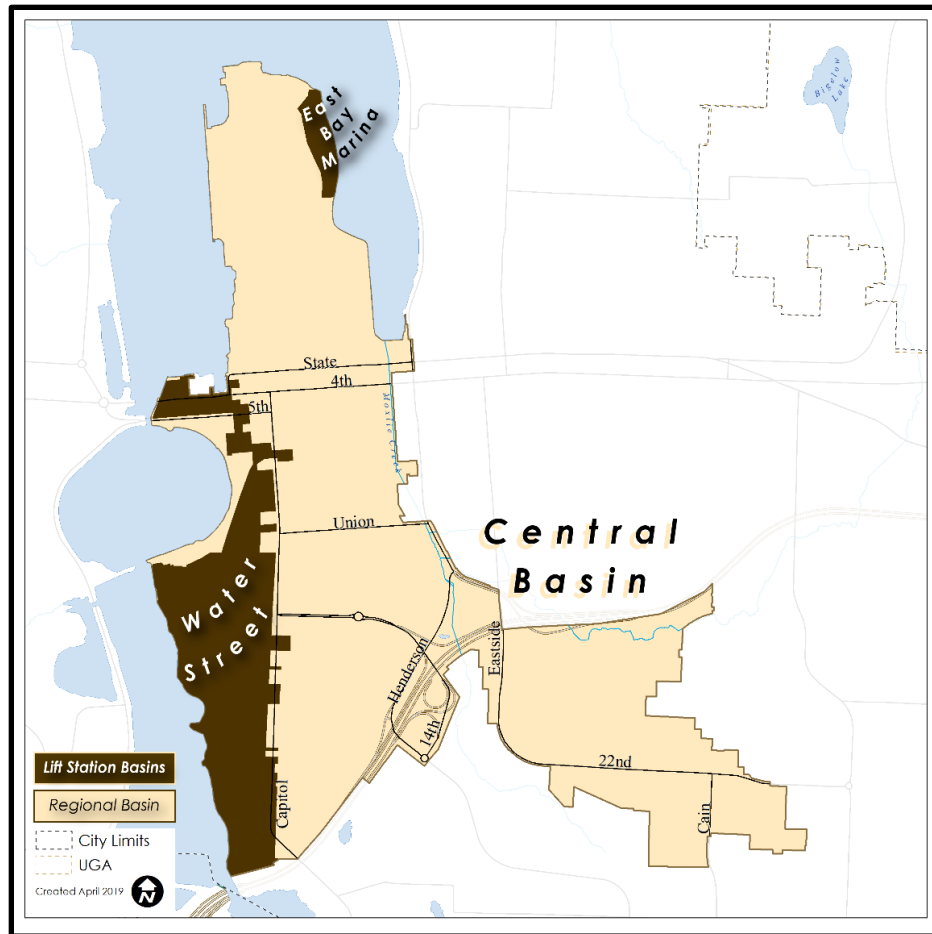
**Figure 5.1 Olympia's Regional Wastewater Basins**

## 5.1 Central Basin

The Central basin (Figure 5.2) encompasses the older developed areas of Olympia. It is dominated by the central business district; the Ellis, Mission and Indian Creek watersheds on the east and south side; and that part of the near west side of the City and its Urban Growth Area (UGA) that drains to Capitol Lake or Budd Inlet. Population and business density in the basin is high.

The precipitation, surface water and ground water within the Central basin discharge to Budd Inlet. Most the City's water quality monitoring data focus on Budd Inlet and its tributary waters. Budd Inlet is the focus of extensive technical analysis and regulation.

Much of this basin is already developed (86%) with future development largely limited to redevelopment and small new developments. Wastewater flows are not expected to increase appreciably. The anticipated increase in peak wastewater flows is only one percent through 2025. Nearly all of this projected increase is expected to come from residential infill and commercial development/redevelopment. The existing wastewater system in the Central basin typically has adequate capacity and facilitates the connection of new development to sewer service.



**Figure 5.2 Central Basin**

The main challenge with the wastewater system in the Central basin is its age. Many pipes are well over 50 years in age and some are more than 100. With age, the pipes become susceptible to structural deterioration, collapse, and increased infiltration and exfiltration. Infiltration occurs when groundwater enters the sewer pipe through cracks. Similarly, wastewater can leave the pipe and enter soils and groundwater (exfiltration). Operation and maintenance needs in the basin are typically greater and more intricate than in other basins.

The Central basin also contains the City's highest percentage of combined wastewater/stormwater pipes. The combined system collects stormwater from streets and buildings and routes it to the LOTT Clean Water Alliance's Budd Inlet Treatment Plant through sewer pipes. Stormwater flows tax the capacity of otherwise adequately-sized sewer pipes. A number of areas are projected to have capacity issues in the event of a major rain event. These areas are addressed in **Chapter 10**.

Two lift stations, including the large Water Street station, are essential to the operation of the Central basin wastewater system. The service areas of the lift stations (LS) are delineated in Figure 5.2.

Given its evolution over time, the Central basin's wastewater system is complex and sometimes challenging to analyze. The management of these pipe systems focuses on refining Utility staff's understanding of the system and maintaining its integrity as it ages. Pipe maintenance and upgrades in this basin are costly.

The basin has only 23 STEP systems, 12 grinder pumps systems and 48 OSS, leaving the vast majority of the basin served by gravity sewer.

The complex, aging public infrastructure creates the potential for water quality impacts to Budd Inlet. State efforts through Clean Water Act water quality studies are underway to improve water quality in Budd Inlet. From a water quality perspective, the Central basin is carefully managed to prevent spills, correct unintentional cross connections with stormwater systems, and ensure the structural integrity of the pipes.

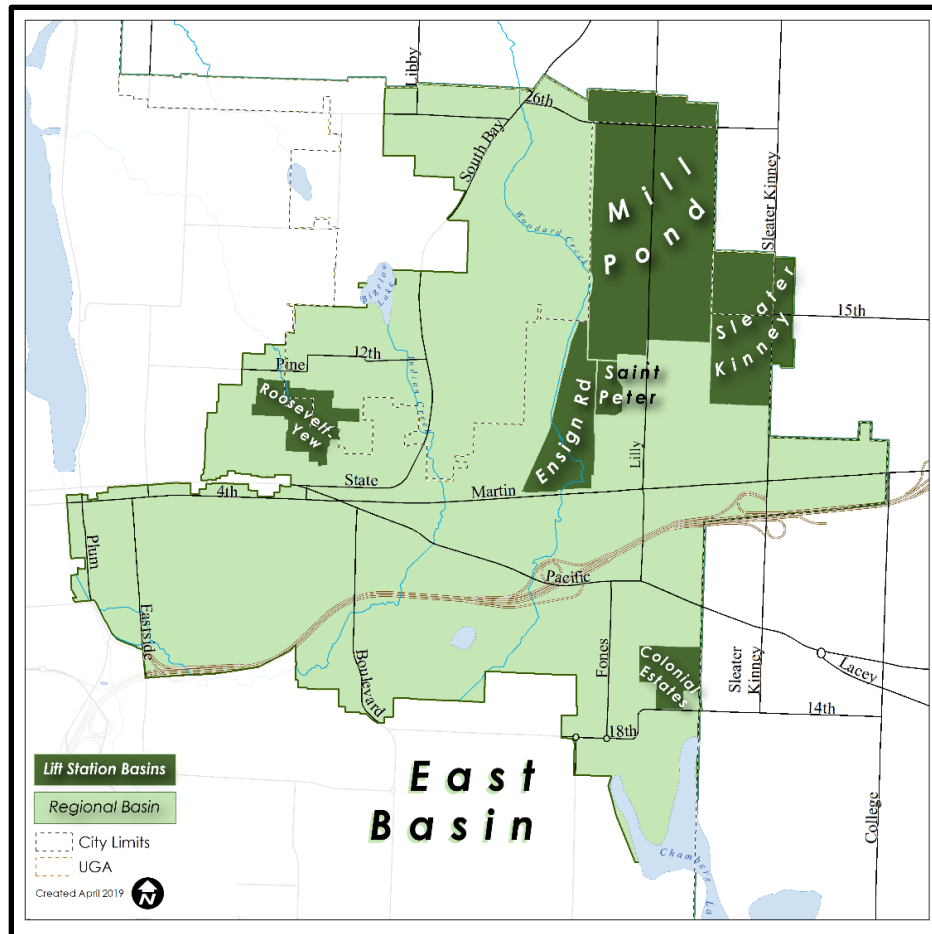
## **5.2 East Basin**

The East basin (Figure 5.3) is located east of the Central basin. It includes some of the oldest residential neighborhoods in Olympia as well as the commercial corridor on both sides of Martin Way. Development pressure remains strong in this basin. New development in the basin will include subdivisions such as the Village at Mill Pond, infill, redevelopment, and some light commercial. The Lilly Road area also includes the Providence/St. Peters Hospital and Kaiser Permanente Medical Center, along with ancillary medical practices in the vicinity.

The East basin is partially within the Henderson Inlet Shellfish Protection Area, a water quality and shellfish harvesting priority. Precipitation and surface water split with the northern part draining to Woodard Creek and subsequently to Woodard Bay in Henderson Inlet while the southern part drains to Indian Creek and from there to Budd Inlet. Historical bacterial contamination in Henderson Inlet has declined and the shellfish beds are productive and commercially viable. Management of public and private wastewater systems is a key aspect of maintaining the Inlet's shellfish industry.

The wastewater system in the East Basin is comprised of a fragmented mix of gravity sewer pipes, lift stations, STEPs, grinder pumps, and OSS. The basin's inconsistent topography resulted in this mix of wastewater technologies. The basin has a large number of STEP systems (370), grinder pumps (41) and OSS (1,305) for its total area.





**Figure 5.3 East Basin**

As development continues, the East basin may struggle to extend sewer infrastructure, especially in the South Bay Road area. See **Appendix J** for a map showing future lift station areas and major infrastructure. Successful water resource management will focus on connection of new development to sewer service as well the conversion of OSS.

### 5.3 Northeast Basin

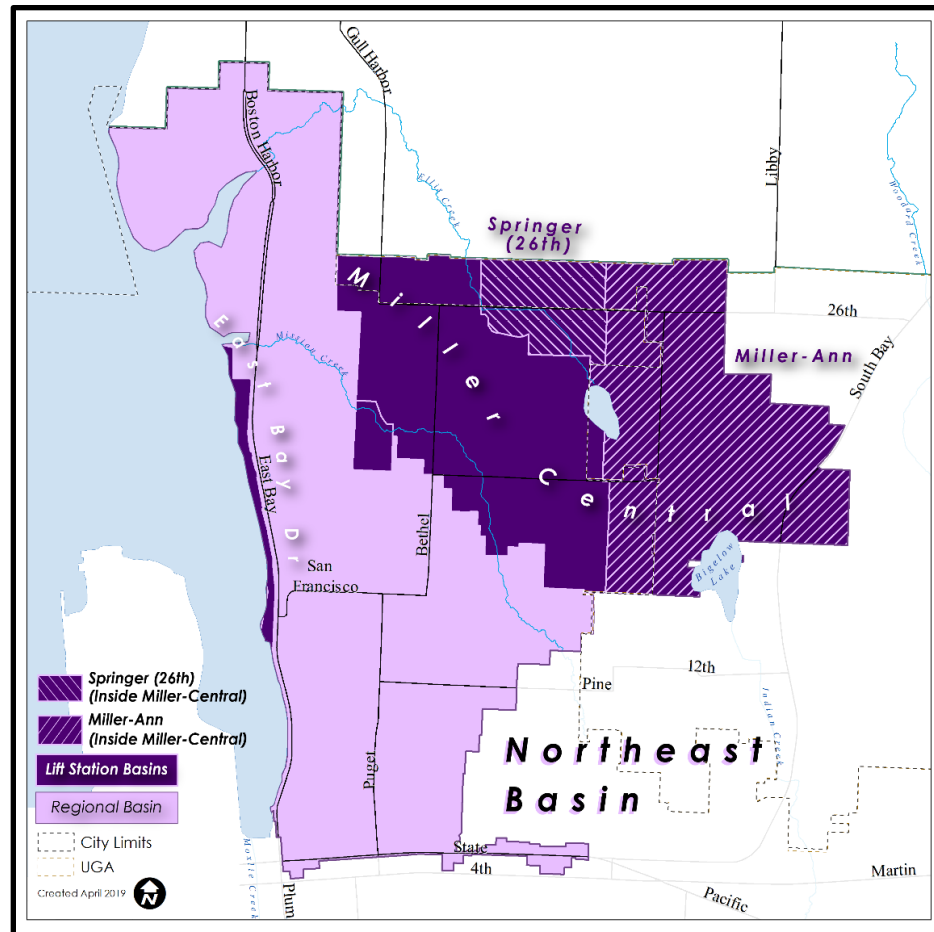
The Northeast watershed basin (Figure 5.4) can be challenging from both wastewater and water resource management perspectives. Both topographical and development patterns make wastewater systems difficult to link into a regional system. Areas of relatively low development density and pockets of OSS hamper the orderly expansion of the wastewater system.

Precipitation and surface water drain to Budd Inlet through various creeks including Moxlie Creek.

Streams generally flow south to north. The main sewer pipes in the basin flow north to south, along East Bay Drive. Secondary sewer pipes and lift stations collect and transport wastewater into these main pipes. Flows subsequently travel west in the LOTT pipes. Sewer pipes in the basin range from older to contemporary.



This basin is projected to experience a lower rate of development over the next 25 years. Development becomes increasingly residential, and less dense, in the northern portions of the basin. Light commercial development is scattered throughout.

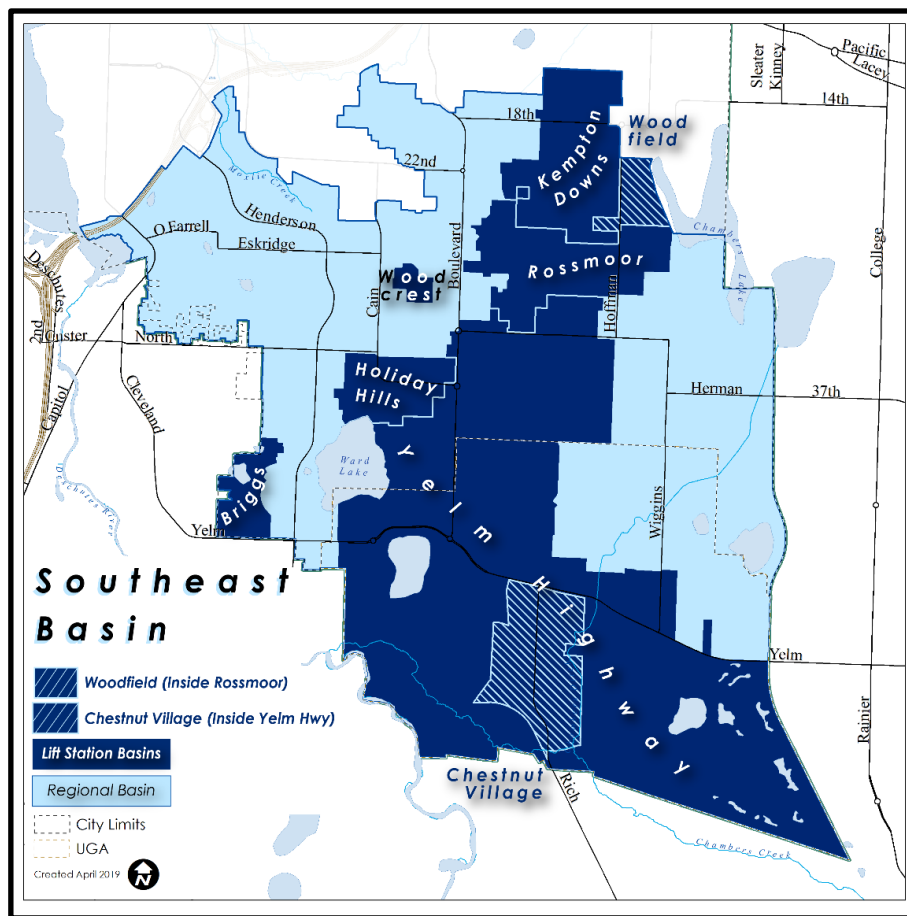


**Figure 5.4 Northeast Basin**

The Northeast basin has 10 STEP systems, 28 grinder pump systems and 228 OSS. In general, the OSS are located more than 200 feet from an available sewer pipe. See Appendix J for a map showing future lift station areas and major infrastructure.

## 5.4 Southeast Basin

The Southeast basin (Figure 5.5) includes some of the initial residential neighborhoods that were developed as Olympia spread to the southeast in the 1950s – 1970s. Development pressure remains strong in this basin. New development will include subdivisions, infill, redevelopment and some light commercial. Peak flows in this basin are expected to increase more than other basins over the next 20 years. Planning for these flows is important to the orderly operation of the Wastewater Utility.



**Figure 5.5 Southeast Basin**

This basin, characterized by its flat topography, has been the focus of considerable STEP system development since the mid-1990s. Additionally, many of the older residences in this basin are served by OSS. There are 1,220 STEP systems, 63 grinder pump systems and 1,930 OSS in the basin. OSS are typically distant from the gravity flow portion of the wastewater system.

Stormwater and surface water in the Southeast basin mainly discharge to the Deschutes River and ultimately Budd Inlet. Some of the storm and surface water drains to kettles such as Ward Lake and Hewitt Lake. Other water bodies include portions of Chambers Lake and Chambers Creek, which discharges into the Deschutes River. The river is a major contributor of flows and potential contaminants to Budd Inlet. The basin's topography requires several lift stations. Ongoing new development in the basin prompts the need for carefully managed sewer infrastructure extensions.

As development continues, the Southeast basin may struggle to extend sewer infrastructure, especially in the Chambers Prairie area. The area around Wiggins Road and south of Yelm Highway will need to be served by pumps, either through lift stations or individual pumps. See **Appendix J** for a map showing future lift station areas and major infrastructure.

## 5.5 Far West Basin

The Far West basin (Figure 5.6) includes newer neighborhoods of west Olympia, and much of the Westside commercial district. With both redevelopment and new development forecast for this basin, sewer flows in the basin will increase.

Surface water flows in the Far West basin discharge to Green Cove which is connected to Eld Inlet to the north. To the south, water flows to Black Lake Ditch, Percival Creek, Capital Lake, and finally Budd Inlet. The Percival Creek system is the City's largest stream and the most viable for salmon. Bacteria levels in the stream are typically low, potentially reflecting the extensive wastewater system and low number of OSS (489) in the basin. The relatively high water quality of Eld Inlet warrants continued protection as urban scale development extends to the west of Olympia. In order to help protect its aquatic resources, the City has enacted special zoning and development requirements for the Green Cove basin.

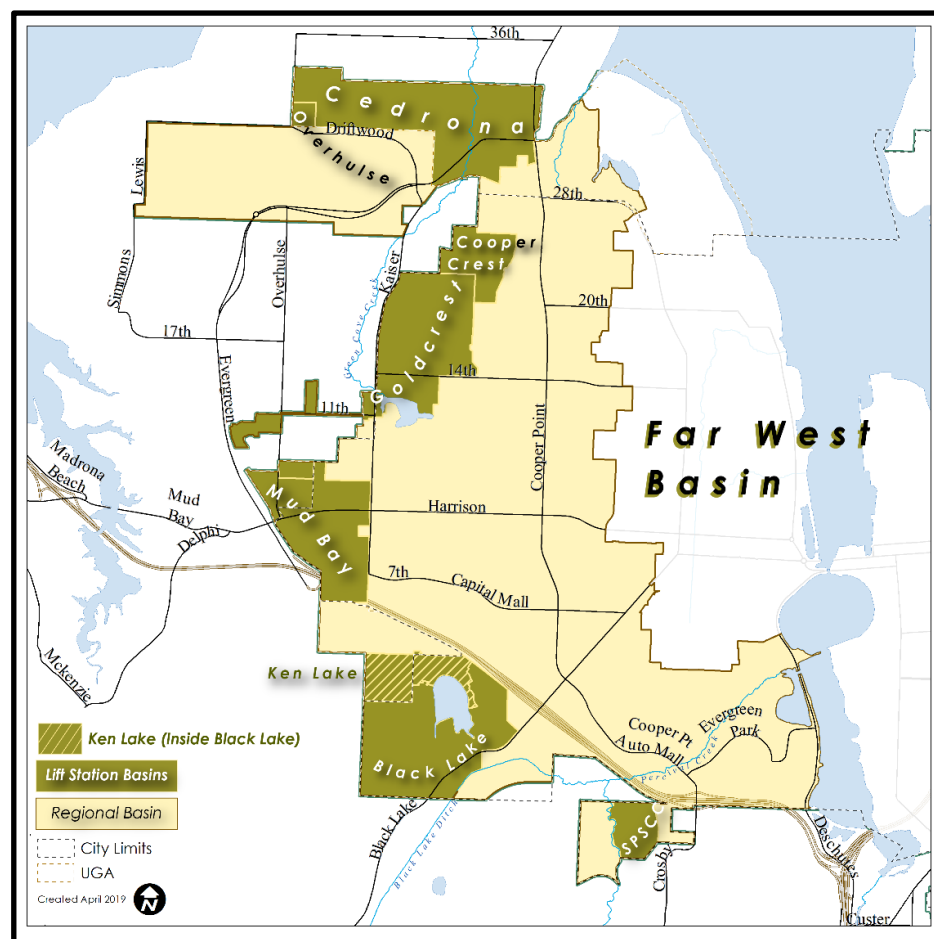


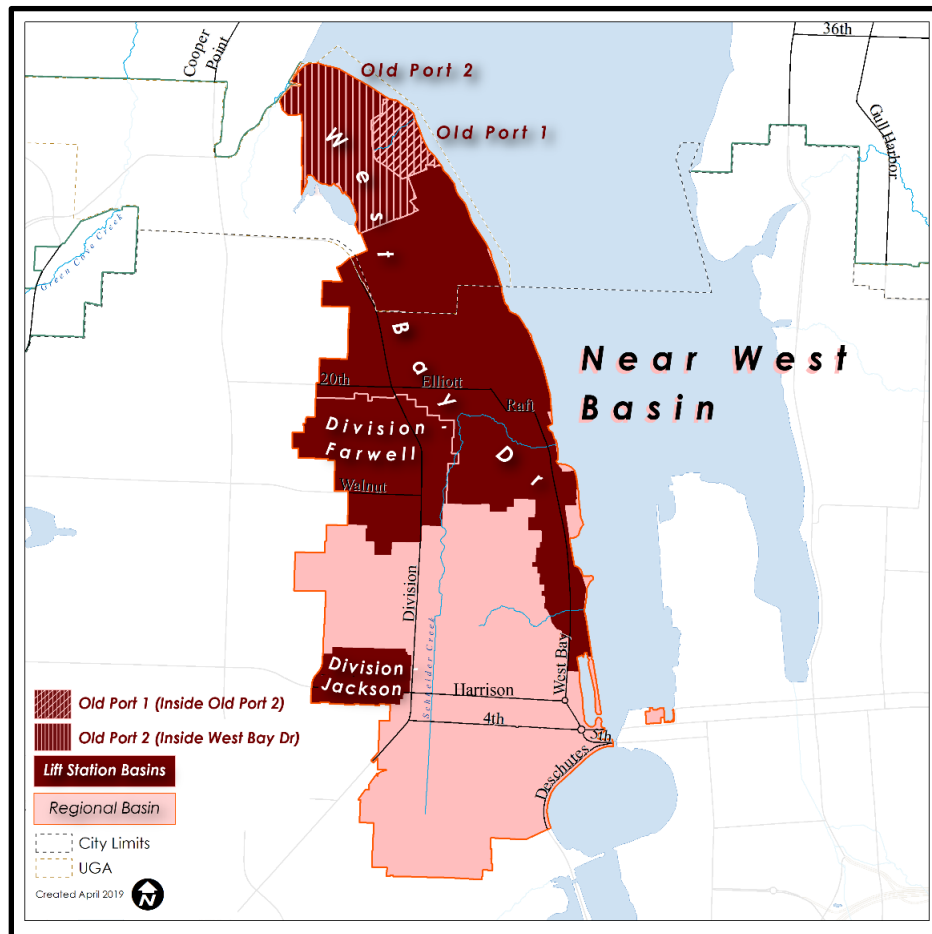
Figure 5.6 Far West Basin

Older wastewater infrastructure dominates the residential neighborhoods of West Olympia. Conversely, the newer neighborhoods, commercial and multifamily areas are typically served by newer pipe systems including 118 STEP systems. The topography of the basin supports extensive use of gravity pipe systems as well as a number of lift stations. The wastewater system in the basin is generally able to accommodate growth.

Future wastewater management will focus on maintaining the older residential wastewater system and ensuring the orderly extension of new sewer infrastructure. Key challenges for this basin focus on providing sewer infrastructure extensions to the low-lying areas. See **Appendix J** for a map showing future lift station areas and major infrastructure.

## 5.6 Near West Basin

The Near West basin (Figure 5.7) is dominated by some of the oldest neighborhoods in the city. The surface and groundwater flows from the basin discharge to Schneider Creek, other smaller creeks and eventually Budd Inlet.



**Figure 5.7 Near West Basin**

The basin includes 34 STEP systems, 59 grinder pump systems and 282 OSS, mainly located in the north half of the basin. Key challenges for this basin focus on management of older infrastructure and inflow and infiltration.

A few areas in this basin are projected to have capacity issues in the event of a major rain event. These areas are addressed in **Chapter 10**.



# Chapter 6

## Management Programs

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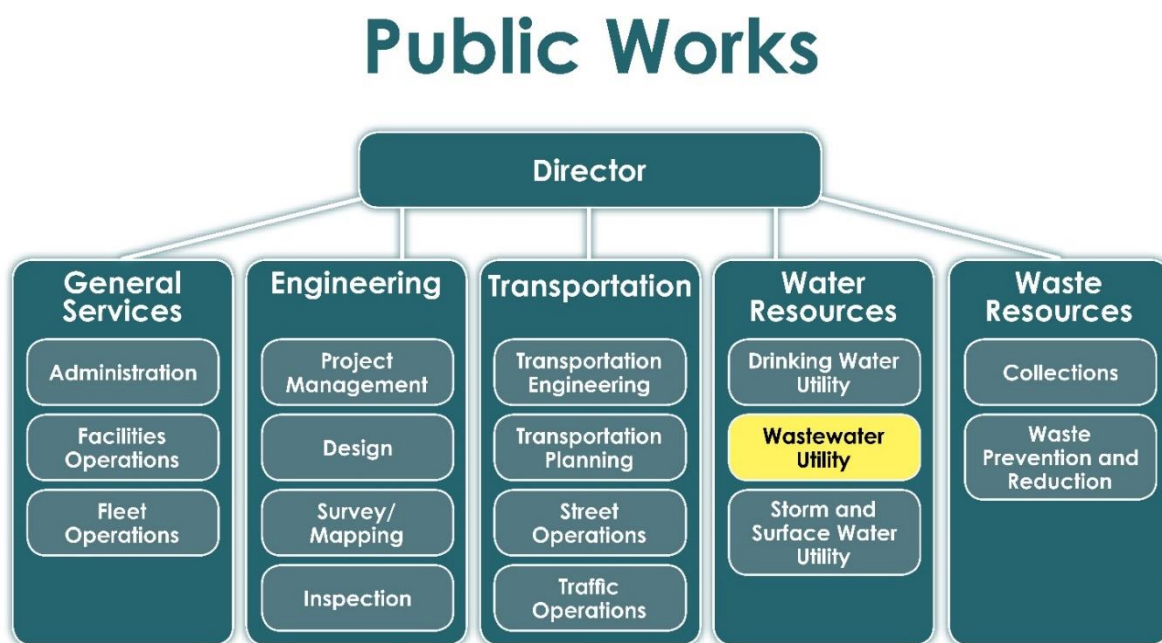


## CHAPTER 6 – MANAGEMENT PROGRAMS

This chapter describes the Wastewater Utility's role and relationships within Olympia's Public Works Department and the overall City structure, its staff structure, and the Utility's six core services.

### 6.1 Organizational Relationships

Olympia's Public Works Department is organized into five lines of business: Water Resources, Waste ReSources, Engineering, Transportation and General Services. The three water-related utilities (Drinking Water, Wastewater, and Storm & Surface Water) are managed under the leadership of Water Resources (see Figure 6.1 below). The Reclaimed Water Program is part of the Drinking Water Utility.



**Figure 6.1 Organizational Relationships**

Engineering supports Water Resources and the other lines of business by providing capital facilities engineering, design and construction management.

The Wastewater Utility is also supported by other City departments including:

- General Government - Oversight of City policies and legal issues as well as coordination of emerging issues.
- Administrative Services – Geographic information services (also known as mapping), billing, payroll, financial planning and cash management.
- Community Planning and Development - Implementation of development regulations and long-range community planning.

Like other City utilities, the Wastewater Utility is responsible for its share of the City's overhead expenses. These include a portion of the costs of Public Works administration and other City departments (e.g. City manager, legal and administrative services; computer and telephone networks; building rental, vehicles, insurance, maintenance and janitorial services).

## 6.2 Staff and Core Services

### Staffing

Each of Olympia's three water-related utilities provide a broad range of services employing diversely skilled workers. The keys to the success of the Wastewater Utility is both effective operation and maintenance of the wastewater infrastructure, and broad range planning, engineering and implementation services.

Given the relatively small size of the City, water-related utility staff often share operation and maintenance responsibilities as needed. Additionally, the technical office staff of the Storm & Surface Water Utility and Wastewater Utility coordinate and share expertise.

The operation and maintenance of wastewater infrastructure, including lift stations, relies upon 11.3 full-time equivalent staff positions (FTEs). These staff service the infrastructure. Typical duties include pipe televising and cleaning, pipe repairs, STEP system and lift station maintenance, and emergency response.

**Chapter 7** is dedicated to a detailed discussion of operation and maintenance work and needs.

Additionally, the Wastewater Utility employs 2.1 (FTEs) dedicated to planning, engineering and implementation: 0.3 FTE for the Engineering & Planning Manager, 1.25 FTEs for two Water Resources Engineers, 0.3 FTEs for a Senior Planner, and 0.25 for a GIS (mapping) Specialist. These staff members evaluate the wastewater infrastructure and support the overall wastewater program. They are responsible for the various utility core services, except Operations and Maintenance, described below. (See Figure 6.2 below.)

Water Resources - Wastewater Utility			
<i>Program Staffing</i>	<i>FY 17 Actual</i>	<i>FY 18 Actual</i>	<i>FY 19 Budget</i>
Data Control Specialist	0.375	0.375	0.375
Engineering & Planning Supervisor	0.33	0.33	0.33
Inventory Control Specialist I	0.13	0.13	0.125
Lead Worker	1.25	1.25	1.25
Line of Business Director	0.24	0.24	0.24
Maintenance Technician	2.00	2.00	2.00
Maintenance Worker I	1.00	1.00	1.50
Maintenance Worker II	4.50	4.50	4.50
Office Specialist III	0.24	0.24	-
Operations Supervisor	1.00	1.00	1.00
Program Assistant	0.24	0.24	0.48
Program Specialist		0.25	0.25
Project Engineer II	1.25	1.25	1.25
Remote Systems Technician	0.75	0.75	0.75
Senior Planner	0.33	0.33	0.33
<b>Total</b>	<b>13.635</b>	<b>13.885</b>	<b>14.380</b>

**Figure 6.2 Wastewater Utility Staffing**



## Core Services

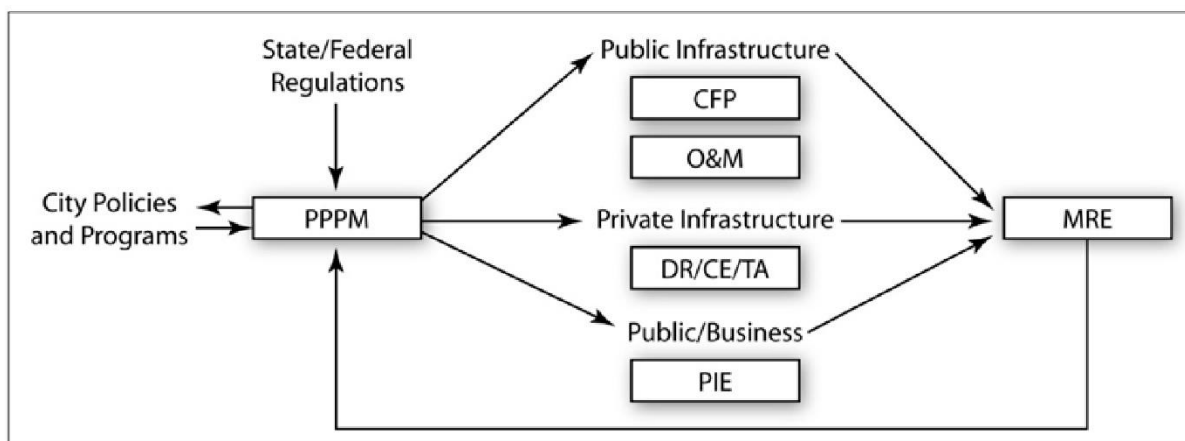
Since the adoption of the 2013 Wastewater plan by City Council, the Plan's goals, objectives and strategies have been implemented through the six core services described below.

The intent of this 2019 Plan is to continue using the six core services to implement the strategies outlined in **Chapter 9**, providing a comprehensive wastewater program integrated with other City water-related work efforts.

The core services are:

1. Planning, Policy and Program Management (PPPM). Planning for long-term needs, developing policies, managing programs and information, and annual budgeting.
2. Capital Facilities Program (CFP). Planning, scoping, budgeting, tracking and monitoring construction of public infrastructure projects.
3. Operation and Maintenance (O&M). Maintaining sewer pipes, lift stations, STEP systems and community onsite sewage systems (COSS); conducting ongoing condition assessments of pipes; responding to sewer overflows and other emergencies; and constructing small-scale repair projects.
4. Development Review, Code Enforcement and Technical Assistance (DR/CE/TA). Implementing wastewater regulations for new and existing private development; giving technical support to staff, customers and developers.
5. Monitoring, Research and Evaluation (MRE). Tracking environmental health implications of wastewater management. Ensuring that the program incorporates new technologies as they become available.
6. Public Involvement and Education (PIE). Involving and educating customers and the community on water resource issues such as conserving and reusing water, converting septic systems, also known as onsite sewage systems (OSS), to public sewer, finances and reducing solid waste.

Figure 6.3 illustrates how these core services function in concert. Along with O&M, PPPM develops and manages plans, policies and programs, in response to City policies, state/federal regulations and identified Wastewater Utility needs. These are implemented by CFP and O&M (public infrastructure), DR/CE/TA (private infrastructure and customers), and PIE (citizens and businesses). The results in terms of program effectiveness are monitored by MRE, which feeds information back to O&M and PPPM for use in modifying policies or programs.



**Figure 6.3 Relationships between Wastewater Utility Core Services**

## Wastewater Program Outcomes

Implementation of this Plan's goals, objectives and strategies will provide a comprehensive wastewater program integrated with other City water-related work efforts.

Specifically, the program will be able to:

- Proactively understand, plan for and construct needed infrastructure.
- Operate and maintain the infrastructure so that public and environmental health is protected.
- Coordinate water quality improvement efforts with others involved in surface and groundwater management.
- Provide technical assistance to residents interested in converting from OSS to sewer service.
- Plan for and manage sewer service in support of both new development and re-development.
- Manage Utility funds responsibly and equitably.
- Respond to emerging issues.
- Communicate effectively with the community.

The following sections of this chapter describe each core service in more detail, including typical actions. Staff of the core services work together to address the objectives identified in **Chapter 9**.

### 6.3 Planning, Policy and Program Management

Planning, Policy and Program Management helps coordinate the services of the Wastewater Utility. This core service supports all Wastewater Utility services, consistent with the City and utility goals and strategies. Utility staff provide analysis and technical support to develop and employ best practices in wastewater management policies and programs. The work assists Operations and Maintenance in short and long work efforts.

Much of the Wastewater Utility's work focuses on resolving a conflict or issue sustainably, i.e. taking into account the protection of public and environmental health while minimizing financial impacts to individuals, developers and rate payers. This is an essential aspect of integrated water resource planning and engineering, particularly in an increasingly urban setting.

Typical actions are:

1. Manage implementation of the Wastewater Management Plan. Utility staff help keep program core services oriented towards overall City goals and policies.
2. Analyze existing policies and potential revisions, interpret regulations and help implement necessary changes. Wastewater policies and associated regulations are often complex and challenging to implement on a case-by-case basis. The financial interests of individual property owners, developers and the City can conflict as the challenges of collecting and conveying wastewater from increasingly outlying areas to LOTT Clean Water Alliance (LOTT) regional facilities become more demanding.
3. Provide policy and technical resources to manage emerging issues and needs.
4. Maintain staff relationships with LOTT and neighboring jurisdictions in order to address common issues such as shared water quality challenges in overlapping watersheds, planning for emergency response, providing sewer service to areas not currently served, budgeting/rate setting, and long-range planning.

## 6.4 Capital Facilities Planning

Capital facilities are publicly-funded construction projects that meet a community need, such as safely conveying wastewater from homes and businesses to treatment facilities. The City's capital facilities planning is based on a thorough understanding of the function and condition of existing infrastructure, and includes forecasting future needs and responding to unanticipated problems.

Typical capital projects are repair or construction of gravity sewer pipes, lift stations and force mains (pressurized pipes) and STEP force mains. Capital projects are financed through utility rates, general facilities charges (GFCs) paid by new development for connecting to and utilizing existing City wastewater infrastructure, bonds and loans. See **Chapter 10** for more information regarding the development of the Capital Facilities Plan for the Wastewater Utility.

## 6.5 Operations and Maintenance

The Wastewater Utility's Operations and Maintenance services are familiar to many people, who see crews at work cleaning, televising (using a motorized camera inserted into a sewer pipe to check the pipe's condition) and maintaining gravity sewer pipes and facilities. The Utility's field crews maintain, repair and upgrade the City's extensive wastewater infrastructure to prevent spills and repair leaks.

Operations and maintenance is important to the infrastructure-dependent Wastewater Utility, accounting for over 34% of the Utility's budget in 2018. **Chapter 7** provides detailed information regarding this core service, including typical actions and emerging needs.

## 6.6 Development Review, Technical Assistance and Code Enforcement

This core service focuses on the review of new wastewater facilities that will connect to and/or become public facilities, technical assistance for existing systems on private property, and actions on violations.

Typical actions are:

1. Review proposed new wastewater infrastructure. Utility staff work with property owners and developers during design review to ensure compliance with local and State wastewater regulations, and provide technical support to the City's Community Planning and Development Department (CP&D) permitting and inspection processes. Utility staff focus on managing wastewater flows in accordance with long-term utility goals for utilizing existing pipe capacity, minimizing lift stations, and increasing the potential to serve areas of infill and OSS.
2. Provide technical assistance to wastewater customers. As wastewater concerns and regulations become more complex and demanding, more customers request assistance from the City. Staff assist with such issues as replacing side sewers, identifying maintenance methods and responsibilities, converting from OSS to sewer service, controlling odors, maintaining STEP systems and managing OSS. Resolving concerns from the development community and residents requires detailed knowledge about the wastewater system.
3. Enforce illicit discharge and pretreatment regulations. Illicit discharges to the public sewer system degrade water quality, expose the public to potential public health threats, increase maintenance needs, impact LOTT's Budd Inlet Treatment Plant performance, and may violate stormwater permit requirements. For example, the discharge of fats, oils and grease from food establishments clogs downstream pipes, increasing the need for routine maintenance and emergency response.
4. Provide mapping support. Supported by the City's Information Technology group, Utility staff manage and support digital information related to the Wastewater Utility, for use by various planning, CP&D and O&M staff.

## **6.7 Monitoring, Research and Evaluation**

This core service helps accumulate and analyze information needed to plan, implement and evaluate the effectiveness of the Wastewater Utility, and keeps the Utility up-to-date with current and emerging wastewater technology. It also helps integrate wastewater practices with other water resources responsibilities such as protecting water quality.

Typical actions are:

1. Provide resources for wastewater-related surface and groundwater monitoring. Unintended discharges from sewer pipes and OSS are often diluted and intermittent, yet capable of closing shellfish beds, violating surface water standards and making groundwater undrinkable. Monitoring and isolating problems is often time consuming. As needed, utility staff supplement existing City environmental monitoring programs, especially the Drinking Water Utility's Groundwater Protection Program and the Storm and Surface Water Utility's Stormwater Ambient Monitoring Program.
2. Develop and maintain information systems for OSS management. This includes maintaining a database of OSS locations and tracking failures, inspections, and conversions to sewer service. Staff coordinate this information with Thurston County records and reporting systems.
3. Explore and evaluate new and innovative wastewater technology. Utility staff actively pursue potential new technologies that can enhance the Utility's ability to provide sewer service to its customers, determine the feasibility and cost-effectiveness of the technology, and make recommendations for its application in Olympia.

## **6.8 Public Involvement and Education**

Public and environmental health requires a participatory and responsible community. Public involvement and education activities are supported by the City of Olympia as an essential service of resource management programs.

Typical actions:

1. Support implementation of Plan priorities, particularly incentives options available for conversion of OSS to sewer service. This includes informing OSS owners of incentives and opportunities for conversion of existing systems to sewer service.
2. Keep customers informed about Wastewater Utility activities, including regulatory and rate changes. The Utility's primary communication tools are Wastewater Utility bill inserts, web page announcements, media releases, door hang tags, and direct mail.
3. Coordinate with regional partners including LOTT in planning and implementing wastewater educational activities. In past years, the Wastewater Utility has helped fund OSS maintenance workshops.
4. Inform and involve customers and other stakeholders in wastewater planning activities. In partnership with other utilities, Wastewater Utility staff strive to keep the community informed on water resource issues such as conserving and reusing water, maintaining OSS and converting OSS to sewer service. Activities include direct mail to stakeholders, media information, focus groups and workshops.



# Chapter 7

## Operations & Maintenance

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## CHAPTER 7 – Operations and Maintenance

Wastewater Utility staff are responsible for all day-to-day operations and maintenance (O&M) activities associated of the Utility. This includes approximately 224 miles of sewer pipe (both gravity and pressurized pipe) ranging from two to 42 inches in diameter; more than 4,000 manholes and 1,100 cleanouts; 31 sewer lift stations; approximately 1,800 residential, commercial and multi-family STEP systems; and one community septic system, also known as a community onsite sewage system (OSS). This chapter discusses O&M staff organization, and O&M activities: routine and preventive maintenance, computerized maintenance management, small-scale repair projects, emergency response, and training and emerging trends and needs.

### 7.1 O&M Staff Organization

Wastewater Utility O&M staff draw from two work groups in the Public Works Department. Wastewater/Stormwater Operations staff operate and maintain both wastewater and stormwater collection systems (including gravity sewer pipes; force mains (pressurized pipes); catch basins and manholes; STEP tanks, mains and side sewers; and the community OSS). Additionally, a pump crew supervised by Pump Stations Operations maintains all wastewater lift stations. Allocating staff time based on similar kinds of work and required skills across the Utilities has proven effective in making the most of limited resources. Cost and funding is managed separately for the various work efforts.

The Wastewater Utility funds 11.3 FTEs for the operation and maintenance activities listed below. Some employees are partially funded and used by the Stormwater and/or Water Utilities thereby making a full position.

- Wastewater Operations Supervisor (0.5 FTE).
- Pump Stations Supervisor (0.5 FTE)
- Wastewater Lead Worker (1.25 FTE).
- Data Control Specialist (0.375 FTE).
- Inventory Control Specialist (0.125 FTE)
- Maintenance Worker II (4.5FTE). Assigned to: one Residential STEP, one CCTV Program, one Cleaning and Inspection, and one Construction and Repairs.
- Maintenance Worker I (1.5 FTE). Assigned to cleaning and inspecting pipes and maintaining lift stations.
- Maintenance Technician (2 FTE). Assigned to wastewater lift station O&M.
- Remote Systems Technician (0.75 FTE). Assigned to operation and maintenance of the wastewater telemetry system, as well as controls and electrical equipment.

### 7.2 Operations and Maintenance Programs

Regular and focused operations and maintenance of the wastewater system ensures continuous, uninterrupted service for utility customers. Pipes, pumps, and structures can become damaged and/or are susceptible to accumulation of sludge, fats/oils/grease, soil, debris, as well as roots. Neglecting maintenance of this system can result in blockages which puts the public and the environment at risk from overflows. It is the responsibility of the Wastewater Utility to perform proactive preventative wastewater

system maintenance in order to provide for the safety and well-being of the community, as well as the environment.

## **Cleaning and Inspections**

Cleaning and inspection of gravity sewer pipes and manholes is the primary method used by the City to ensure efficient and unobstructed sewer flows. This work is performed by a two person crew using a specialized vacuum/jetter truck capable of water jetting pipes and retrieving the materials.

On an annual basis, the cleaning and inspection program completes:

- Routine cleaning of approximately 225,000 feet of gravity sewer pipes (10%).
- Removing roots in approximately 30,000 feet of pipe (33%).
- Cleaning approximately 27,000 feet of problematic pipes, mainly due to low flow, flat slope, and/or grease (100%).
- Cleaning and inspecting 797 manholes (20%).
- Cleaning and inspecting 34 wet-wells (100%).

Additionally, the cleaning and inspection crew performs the following:

- Construction and engineering support (Hydro-excavating utilities)
- Internal and external spill response, clean-up, and investigation.
- CCTV support

## **Closed Circuit Televising (CCTV) and Condition Rating**

The Utility's assesses of gravity sewer pipes by a one-person television inspection van equipped with closed circuit televising equipment capable of withstanding the conditions commonly found in gravity sewer pipes. The primary operator is trained using industry standard condition rating methods such as Pipeline Assessment Certification Program coding and GraniteNet software. Wastewater engineering staff manage the condition rating information and initiate, schedule and prioritize most minor and major repairs.

O&M crews and engineering staff use television inspection and condition rating of gravity sewer pipes to evaluate structural integrity and identify O&M and construction features. The ability to see the underground pipe condition is essential to effective management.

The televising system gives staff the ability to look at pipes and document its design and intricacies. The distance that the underground camera travels is recorded, allowing staff to locate pipe features and problem areas. Using industry standards, the structural condition of the pipe can be assessed and documented. With repeated televising, changes in the condition of a pipe over time are tracked.

The televising and condition rating program feeds staff with a list of priority repairs. Some of the repairs are small and can be corrected by City construction and repair staff. Others evolve into extensive design and construction projects. Regardless of the project's scale, the condition rating program catches problems and facilitates their timely correction.

The City has televised and condition rated well over 99% of the gravity sewer pipes since 2005. This has created operational capacity for the CCTV program to support other programs such as Cleaning and Inspections, Construction and Repairs, as well as function as the primary tool used to respond, investigate, and assess side sewer ownership questions and requests.

## **Construction and Repairs**

A two-person crew performs construction and repair of the wastewater system. This crew conducts preventative maintenance, small-scale wastewater system repairs, and minor construction projects in accordance with State law. Work orders are typically generated from the Cleaning and Inspections or CCTV



programs, are prioritized and reviewed by an engineering and operations team (WWoPS), and are then scoped, planned, completed, and documented by the Construction and Repair crew, with oversight from a lead worker. This construction ability provides the high quality and timely repairs needed to keep utility customers in service.

Annual in-house repairs typically includes the following:

- Approximately 80-90 pipe repairs
- 2-5 manhole repairs, replacements or new installations

Additionally, the Construction and Repair crew typically performs the following:

- 658 wastewater valve inspections (100%)

### STEP Systems

The City owns and operates approximately 1,800 STEP systems located on individual privately- owned parcels (for details see **Chapter 3**), including 25 commercial and multifamily systems. STEP systems serve approximately 9 percent of the Utility's residential sewer customers.

Maintenance of these systems is labor intensive. Systems are typically located near the street within the yards of individual residences. Residential STEP systems are scheduled for maintenance and removal of solids once every seven years and commercial STEPS every one to six years, depending on size and use. Regular maintenance includes pumping the tank and removing and cleaning of screens, pumps and level controls. Maintenance of STEP systems requires one dedicated staff person as well as contractor services for tank pumping.

Operational problems with individual STEP systems can result in overflows. With this in mind, a system failure prompts the resident to notify wastewater staff. In turn, a staff member inspects and repairs the system, often after hour normal work hours. Given the high number of systems in the City, a relatively high level of maintenance is needed to minimize time-consuming and costly emergency responses. Significant strides have been made in recent years to bring maintenance and emergency responses down to manageable levels.

Annual STEP system maintenance typically includes the following:

- 268 Residential STEP systems pumped, inspected, and maintained.
- 12-18 Commercial STEP systems pumped, inspected, and maintained.

Additionally, STEP system O&M staff perform the following:

- 61 Air relief valve assemblies (ARV) inspected annually (100%).

### Lift Stations

Lift (pump) stations and force mains are used to convey wastewater from a low point in the wastewater system to a higher elevation from which it can continue flowing by gravity. The City currently owns and operates 31 lift stations. Failure of any of the critical lift station components can lead to significant, ongoing wastewater overflows.

Electronic telemetry, also known as Supervisory Control and Data Acquisition (SCADA) equipment, monitors operations continuously at each lift station and signals any malfunction to the SCADA communications center at the City's Maintenance Center. A telemetry failure prompts an immediate response by O&M personnel. The number of wastewater lift stations in concert with the extensive drinking water pumping system necessitates effective telemetric monitoring of the stations.

The Pump Stations crew checks each lift station monthly to verify proper operation and ensure emergency preparedness. The crew also completes many mechanical and electrical improvements to the stations including:

- Pump replacements
- Emergency generator installations
- Monitoring upgrades
- Site and building maintenance

Over the course of the past ten or more years, existing lift stations have been upgraded in one form or another. These improvements are essential to providing sewer service without serious system failures. This Plan will ensure that lift station upgrades are proactive rather than in reaction to failures.

As Olympia grows, especially in outlying areas, the use and number of lift stations increases. Pump crew staffing will also need to increase.

### **7.3 Spill Response and Illicit Connections**

When wastewater spills occur, O&M staff respond quickly in order to reduce public and environmental exposure to wastewater. Typical response efforts include: identifying the point or source of the spill, isolating the source if possible by closing a valve, rerouting, bypass pumping, or jetting a line to clear a blockage, and spill clean-up. Spill response typically includes post-event investigation to verify the cause, identify any lessons learned, and modify preventative maintenance practices as necessary to eliminate future spills if possible. All wastewater spills are reported to LOTT staff for further reporting as required. See the Emergency Response Plan in Appendix G.

When an illicit connection is suspected, O&M staff use CCTV equipment, as-builts, and historic data to identify and isolate the illicit connection in a timely manner.

### **7.4 Operational and Safety Training**

The nature of utility work often involves hazardous conditions. As such, staff safety and technical training is a very high priority in O&M. Staff certification and training programs are in place, consistent with Washington State Wastewater Collection Personnel Association (WWCPA) recommendations. Typical WWCPA certifications by position are: Maintenance Worker I, WWC I; Maintenance Worker II, WWC II; Lead Worker, WWC III; Operations Supervisor, WWC IV. The following are certification/training standards within wastewater operations and maintenance:

- Wastewater Collection I-IV (WWC I-IV)
- Pipeline Assessment (PACP)
- NFPA 70E
- Backhoe Certification
- Forklift Certification
- Confined Space
- Competent Person
- First Aid/CPR
- Flagging/Traffic Control

## 7.5 Outreach and Education

In recent years, the need to increase outreach and education to utility customers has become more apparent. In addition to proactive preventative maintenance, good communication with residents about ownership, use, and maintenance of utility infrastructure is also critical for public health. Over the last few years, staff have developed handouts, fliers, and notification methods to ensure a consistent application of utility standards, procedures, and best management practices is shared with utility customers. Some examples of communication methods the utility uses are:

- Residential [STEP System Information](#)
- Annual STEP pumping and maintenance postcard
- Callout/Follow-up/Response door hanger
- [Side sewer ownership handout](#)
- [Grinder pump ownership handout](#)
- Grease disposal letter (targeted to known FOG problem areas)

## 7.6 New Technologies and Trends

Programmatic advances because of new technology have increased, especially in the area of field data collections and map accessibility. In the past, maps were accessed in the field using cellular technology and laptops. Today, smart phones and tablets are the platforms used to access utility maps in the field. The use of applications has increased tremendously to document asset condition and inspections in the field. That information can then be post-processed in the office and prioritized for repair, replacement, or monitoring.

Recently, Cityworks has been beta tested in the Drinking Water utility as a viable GIS based software tool to advance asset management within that utility. It is scheduled to be rolled out for use in the wastewater utility in the near future. At that time, Data Control Specialist support will be needed in Lift Stations.

SCADA use and technology has been proven as an effective tool for the utility, and both software and hardware upgrades are anticipated.

The use of new technology, as well as upgrading existing platforms, presents new opportunities, as well as challenges. New technology can improve processes, decisions, productivity, and overall efficiency for the utility. Often, there may be a reduction in staff time, but an increase in other operational areas needed to support the use of that technology.

The cost to operate and maintain utility infrastructure has continued to go up since the last recession. Electricity, pumps, pipe, and other operating expenses continue to rise. The utility has had no significant increase in the operating budget to compensate for the increased cost of materials since before the last plan in 2013. In order to maintain the same level of service to utility customers, operating budget increases are anticipated.

As the City begins to adapt to climate change, utility support for that effort is anticipated. Operationally, this work will emphasize protection of the combined system, as well as interlocal support for LOTT and other agencies.

Regionally, efforts are underway to begin to understand the effects of massive earthquakes and other catastrophic environmental events. Operational staff have already begun to understand and prepare for large-scale regional catastrophes. It is anticipated more effort will be needed.



# Chapter 8

## Long Term Challenges

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## CHAPTER 8 - LONG TERM CHALLENGES

**Chapter 1** focuses on the Wastewater Utility's mission (*Reliable utility service is provided at the lowest reasonable cost, consistent with the City's aims of environmental stewardship, social equity, economic development and the protection of public health.*) and how the mission relates to the City's overall Comprehensive Plan. This chapter focuses on the Utility's long term challenges.

The Wastewater Utility faces numerous challenges in providing wastewater service consistent with its mission. The 2013 Wastewater Management Plan identified nine key challenges: (1) existing infrastructure, (2) converting septic systems, also known as onsite sewage systems (OSS), to the City's wastewater system, (3) extending sewer infrastructure to new development, (4) sea level rise, (5) use of drinking water resources, (6) use of energy resources, (7) coordination with LOTT Clean Water Alliance (LOTT), (8) equitable and predictable rates and fees, and (9) public education and involvement. Since 2013, utility staff have taken major steps to address these nine challenges; however, they along with others remain to be addressed in this and future Wastewater Utility plans.

This chapter discusses the following eight challenges that the Wastewater Utility now faces and will continue to face for the foreseeable future:

1. Aging Infrastructure
2. Onsite Sewage Systems (OSS)
3. Extending Sewer Infrastructure to New Development
4. Climate Change
5. Equitable and Predictable Rates and Fees
6. STEP Systems
7. Inflow and Infiltration
8. Fats, Oils and Grease (FOG)

These challenges provide a basis for Chapter 9, which details how utility staff intend to respond to these Challenges through the goals, objectives and strategies that are the focus of this Plan.

### 8.1 Aging Infrastructure

*Aging and maintenance-intensive infrastructure poses risks to public health and water quality. Understanding the condition of the Utility's infrastructure assists with replacement and maintenance decisions and is referred to as "asset management". Effective operations and maintenance is critical to the wastewater system.*

The Utility's infrastructure is aging. This challenge focuses on the Utility's aging pipes, manholes and lift stations. How to adequately fund the replacement of aging infrastructure is a key concern for the Utility. Implementing asset management tools will assist the Utility to make informed infrastructure maintenance and replacement decisions, thereby leading to lower life cycle costs. Information related to financing the Utility's operation and maintenance programs and capital projects can be found in **Chapter 11**.

#### Deteriorating Pipes and Manholes

Olympia's wastewater system includes about 187 miles of gravity sewer pipes and over 4,000 manholes. More than 30% (by total length) of Olympia's sewer pipes are more than 50 years old and made of either concrete or vitreous clay pipe. These types of pipe are most susceptible to structural issues such as cracking/breaking and corrosion, which leads to infiltration of groundwater and/or eventual pipe failure if not corrected.

Aging brick and concrete manholes are also susceptible to corrosion and structural failure unless repaired or replaced in a timely manner.

Given the extensive and aging wastewater system, understanding the operational and structural integrity of pipes and manholes is critical to environmental stewardship and public health as well as long-term financial planning. Effective operations and maintenance of these systems is essential. Understanding the systems through asset management techniques is necessary for improved cost effectiveness.

The gravity sewer pipe condition rating program, set up in 2006 to identify and characterize both structural and operational deficiencies of all gravity sewer pipes in the system, has reached the end of its first round of inspections. Under the program, pipes are inspected and assigned a numeric value corresponding to their condition and potential life expectancy. The pipes are being re-inspected on a schedule based on material and pipe condition. The older (higher probability of failure) and/or more critical (higher consequence of failure) a pipe is, the more frequent a video inspection will occur. The schedule varies from yearly to once every twenty-five years.

Structural and operational deficiencies identified are either corrected by City maintenance activities or capital facility projects, using trenchless technologies whenever feasible. Completion of the first round of pipe inspections in 2015 was an important accomplishment of the wastewater program.

This condition rating system supports the identification of pipes needing repairs or replacement. In doing so, the rating system will help determine financial and resource needs.

The manhole condition rating program, started in 2008, involves rating manholes based on condition of individual components such as the barrel, ladder, ring and cover. As of December 2018, 75% of manholes have been inspected.

## Lift Stations

The Wastewater Utility owns 31 lift stations. Associated with these lift stations are 9.5 miles of force mains (pressurized pipes), ranging from 4–30 inches in diameter.

The Utility has a robust capital facility program to replace or upgrade older lift stations. Concerns regarding structural integrity and capacity of these older lift stations and force mains are similar to those described above. Failure of a lift station to operate as designed, or the absence of a generator during a prolonged power failure, may result in a sewer overflow. This risk is increased if multiple lift stations are affected by a widespread power outage.

Asset management goals and strategies of the Plan also address the condition of existing lift stations using criteria similar to the gravity sewer pipe condition rating program described above. Repairs and/or replacement of elements of these lift stations, including the installation of an onsite generator at those locations without one, are scheduled as part of the capital facilities program described in **Chapter 10**.

## 8.2 Onsite Sewage Systems (OSS)

*Although progress has been made on the removal of OSS located within the city limits and the urban growth area in recent years, OSS in urban areas continue to threaten water quality and public health, particularly in northeast and southeast Olympia.*

The presence of approximately 4,225 OSS in Olympia and its urban growth area (UGA) creates potential long-term risks to the environment through groundwater, surface water and soil contamination. In addition, there is the public health risk of direct contact between people and sewage (also known as wastewater) from failed OSS. OSS typically have a life expectancy of 20-30 years, but are often used longer. In an urban setting, OSS are best used as an interim form of wastewater treatment until municipal sewer service is available.



One environmental impact of OSS is the increasing discharge of nitrates to surface and ground waters. Nitrates, which are generated by OSS as waste decomposes, are increasingly observed in groundwater and surface water, including the City's drinking water supply wells in Southeast Olympia. In some cases, the concentration of nitrates threatens the viability of both private and public drinking water supplies. See **Chapter 4** for further discussion on the challenges associated with permitting and converting OSS to sewer service.

Converting OSS to sewer service helps reduce public health risks and maintain water quality in surface and ground water. However, the conversion of OSS to sewer service is costly, and therefore challenging, for both residents and the Utility. The cost of converting from an OSS to the public sewer system can range from \$7,000 to over \$50,000.

Existing and new programs to facilitate and fund conversions of OSS to sewer service are discussed in **Chapter 9**. These include the Septic to Sewer Program, a connection fee payment plan, capital projects to extend sewer infrastructure into already developed areas, and technical assistance. Coordination with Thurston County and LOTT on these and other OSS-related activities will continue under this Plan.

A related challenge is extending sewer infrastructure to serve new development in both the City and the UGA fast enough to prevent the installation of yet more OSS. While the City does not have an extension program in place for small developments or single-lot infill homes, utility staff intend to address this within the framework of the Objectives identified in **Chapter 9**.

### **8.3 Extending Sewer Infrastructure to New Development**

*Planned development in Olympia and its UGA requires planning for and financing sewer infrastructure extensions effectively and equitably.*

Municipal sewer service is the preferred method of wastewater management in increasingly urban communities such as Olympia. Compared to OSS, the various methods of conveying wastewater to a regional treatment facility (e.g., gravity sewer pipes, lift stations, STEP systems, grinder pumps) reduce the potential for public and environmental health risks. However, wastewater goals and policies may conflict with other City goals (e.g. promoting infill development) as well as residents' financial interests.

Sewer service relies upon comprehensive and integrated pipe systems. Local topography often creates conditions that require regional lift stations or other pressurized methods of conveyance. Where lift stations are necessary, both construction and maintenance costs are high. To minimize the number of lift stations, infrastructure planning needs to foresee development patterns and require lift stations in optimum locations.

The development of a comprehensive, cost-effective wastewater system over time requires careful and consistent planning and implementation. Coordination between various City departments, developers, and individual property owners is essential. Providing comprehensive sewer service equitably and efficiently will remain a key utility priority and challenge.

In some cases, the City and/or the Utility may choose to take a more active role in financing the infrastructure needed to support new development. Two ways this can be accomplished is by extending sewer infrastructure associated with major roadway construction projects and establishing developer reimbursement agreements, also known as latecomer agreements. In addition, the City provides technical assistance and reviews projects during several phases of project development.



## 8.4 Climate Change

*Changing climate in the Pacific Northwest likely will result in increased rainfall and rising seas. Increased rainfall and associated flooding could result in increased flows into downtown's combined storm/sewer system. Approximately five sewer pump stations could be impacted by rising seas. Early adaptation to higher sea levels may allow for continued reliability and lowest reasonable costs. Efforts made by the Wastewater Utility such as reducing its energy use and promoting water conservation activities could assist the community in its efforts to mitigate climate change.*

The City currently experiences occasional flooding in the downtown area due to extreme high tides. Because of relatively low ground levels in some developed areas of the City, and multiple open stormwater outfalls discharging to Budd Inlet, flooding will become more of a problem as the mean sea level rises. As streets and parking lots flood, water can enter downtown's combined stormwater and wastewater pipe system. These flood flows could exceed the capacity of the pipes and Budd Inlet Treatment Plant, creating public and environmental health concerns as well as affecting local businesses and the operation of the Budd Inlet Treatment Plant. Additionally, if marine water were to overwhelm the treatment plant, it could kill the biological activity, potentially resulting in extended periods with little or no wastewater treatment.

Two lift stations, East Bay and Old Port 1, are currently located within the 100-year flood hazard areas. By the end of the century, three additional lift stations, Water Street, West Bay and East Bay Harbor, are predicted to be susceptible to flooding due to sea level rise. The Water Street and West Bay lift stations are the Utility's two largest lift stations. The Utility's Emergency Response Plan, Asset Management Program and Capital Facilities Plan need to account for these concerns in short and long term work efforts.

Other effects of climate change include changing weather patterns, including increasing precipitation intensities and durations. Increased precipitation intensities could overwhelm the capacities of some combined sewer pipes potentially leading to wastewater backing-up into the City's wastewater system and causing combined sewer overflows (flooding of streets, homes and businesses).

To protect the 450-acre downtown area from increasing sea levels, the City partnered with the Port of Olympia and LOTT to develop the Olympia Sea Level Rise Response Plan (SLR Plan). The SLR Plan provides comprehensive strategies for minimizing and preventing flooding to downtown Olympia, including the recommendation to incorporate sea level rise into other city planning documents. This Plan's climate change goal, objectives and strategies are consistent with recommendations contained in the SLR Plan. See **Chapter 9** for additional information.

In 2018 Olympia entered into an interlocal agreement with the cities of Lacey and Tumwater and Thurston County to develop a regional climate mitigation plan. Phase I of the work has already been completed and resulted in the approval of a new communitywide emissions reduction goal by all project partners: To reduce communitywide emissions 45% below 2015 levels by 2030 and 85% below 2015 levels by 2050.

Phase II of the mitigation planning process will focus on developing and analyzing the strategies necessary to ensure that each partner jurisdiction hits the shared emissions targets. The Thurston Climate Mitigation Plan is expected to be completed in June 2020.

This Plan also addresses the Utility's actions intended to help slow down and reverse climate change. Efforts made by the Utility such as reducing energy use and promoting water conservation activities could assist the community in its efforts to mitigate climate change. For example, utility staff plan to explore the possibility of re-routing wastewater flow from the South Capitol neighborhood directly to the Budd Inlet Treatment Plant, bypassing the Water Street lift station. This project would alleviate surcharging in pipes on Capitol Way during rain events, as well as decrease energy use and the risk of overflow at the Water Street lift station, supporting objectives in the Climate Change goal.

## 8.5 Equitable and Predictable Rates and Fees

*Creating predictability for customers and developers is important and can be difficult in a complex environment. The Plan will address the balance between ongoing utility needs and keeping rates as low as possible.*

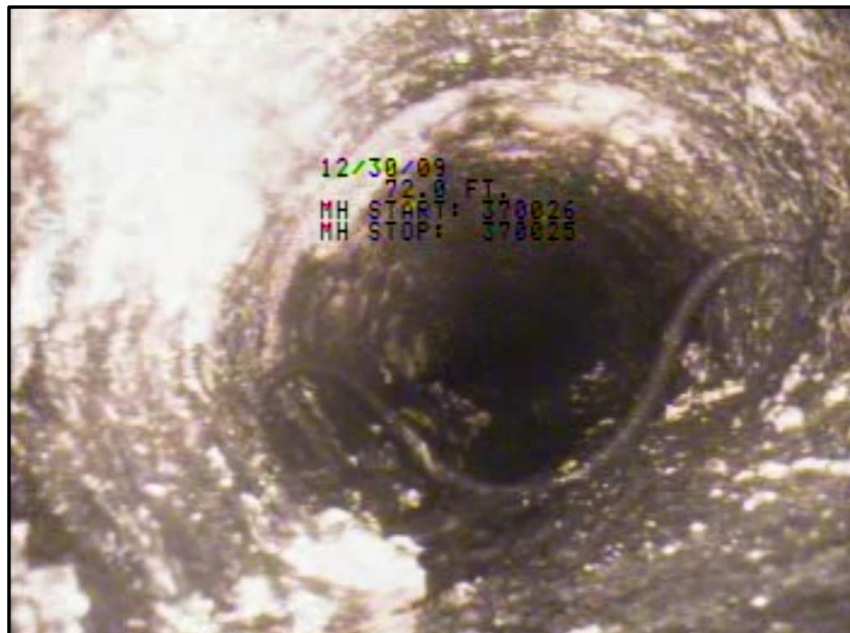
An important element of utility planning is predicting utility expenditures and maintaining a stable rate structure, including equitable rate structures for both commercial and residential customers. Ensuring a fair and equitable distribution of utility costs across the customer base is a City priority. A healthy and stable utility with predictable long-term revenues and expenses supports economic growth and developer investments in the community.

This Plan includes a detailed financial analysis (see **Chapter 11**) that evaluates current and potential future expenditures. Based on this analysis, necessary utility rates and general facility charges (GFCs) as assessed at the time of construction and connection to the City's wastewater system are recommended.

## 8.6 STEP Systems

*STEP challenge topics include: maintenance, including life cycle costs of major components; odor control and corrosion control.*

Because STEP systems store solids in underground STEP tanks, wastewater from STEP tanks releases ammonia and hydrogen sulfide, which have an unpleasant “rotten egg” smell when exposed to the air in downstream gravity pipes. Additionally, when a STEP force main discharges into a manhole or gravity sewer pipe, turbulent flows aerate the effluent, converting the hydrogen sulfide into sulfuric acid. The acid is highly corrosive to the concrete and metal in downstream pipes and manholes. For example, within 20 years of initial STEP system installation, the downstream concrete gravity pipe in Lilly Road deteriorated to the point where it had to be replaced. Other pipes such as the one shown below on Boulevard Road have been lined. The corrosion in this pipe was bad enough to allow the gaskets at each joint to fall down.



**Figure 8.1 Example of a lined gravity sewer pipe**

While past capital projects have installed protective coatings in some discharge manholes and downstream concrete pipes to address the corrosion problem, localized odor problems from hydrogen sulfide continue. As long as there are STEP systems in service, odor and corrosion challenges will occur.

Non-mechanical aerators and/or chemical filters may be necessary to neutralize odor as the wastewater is discharged into the gravity sewer pipes. In the southeast basin of Olympia, costly odor control equipment has been installed to address both odor and corrosion due to STEP effluent discharges into gravity sewer pipes. Odor complaints have also been received where STEP effluent is discharged to the gravity sewer system on Lilly Road and 14<sup>th</sup> Avenue NW. Odor in these locations have been managed by sealing the gravity sewer manholes in the vicinity.

STEP systems costs more per connection for maintenance than the typical gravity sewer connection. However, other service cost disparities also exist, such as between a sewer connection located downtown and a remote connection for which wastewater is pumped through two or even three lift stations. To further understand the actual costs of providing service to STEP system customers, the Utility intends to update the 2005 STEP system business case evaluation.

## **8.7 Inflow and Infiltration**

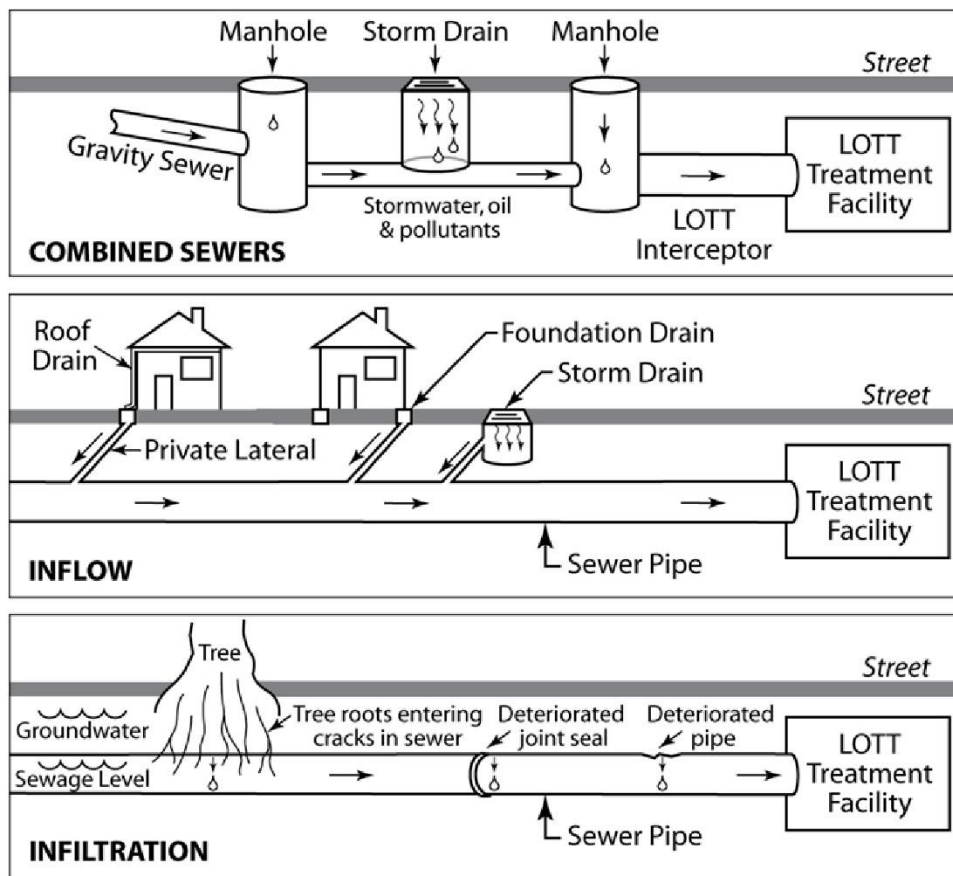
Inflow and Infiltration (I&I) from groundwater and stormwater can unnecessarily consume pipe and treatment plant capacity. To keep pipe capacities from being exceeded, priority areas for addressing I&I should be identified.

In areas with high groundwater, particularly in the wet season, groundwater (infiltration) and stormwater (inflow) can enter sewer pipes through joints, cracks and direct connections. Older pipes made of vitreous clay and concrete (mainly installed prior to 1960) are especially susceptible to infiltration. I&I can be substantial, effectively reducing the capacity of the pipes to convey wastewater. Sewer overflows and back-up can result. LOTT's Budd Inlet Treatment Plant capacity is also adversely impacted.

There are a variety of I&I sources, as illustrated in Figure 8.1:

- Designed inflow from storm drains into combined sewer pipes, which carry both wastewater and stormwater.
- Planned (or illegally connected) inflow from storm drains (e.g., in a parking lot), roof or foundation drains, and other sources connected to a sewer pipe. In Olympia's older neighborhoods many residential roof downspouts and/or basement sump pumps are piped directly into the wastewater system. These connections are not permitted under current regulations.
- Infiltration of groundwater into leaky sewer pipes and manholes when the groundwater level is above the pipe or structure.

LOTT conducts a flow monitoring program initiated in 2003. In accordance with LOTT's point source National Pollutant Discharge Elimination System (NPDES) Permit WA0037061, an I&I evaluation for all sub-basins within the LOTT system is performed each year. The purpose of the program is to ensure permit compliance, characterize flows within the collection system, identify areas of concern for I&I, and aid in the prioritization of rehabilitation projects to reduce I&I. The program is also intended to fulfill requirements of the Intergovernmental Contract for Inflow and Infiltration Management and New Capacity Planning, presented in Exhibit J to the LOTT Interlocal Cooperation Act Agreement for Wastewater Management (the agreement). The agreement required that the City of Olympia remove approximately 2.7 million gallons per day (MGD) of 10-year peak day I&I. Between 1996 and 2007, the City completed ten I&I reduction projects resulting in a reduction of more than 8.1 MGD of 10-year peak day I&I, fulfilling the City's obligation. The Utility continues its efforts to identify and reduce I&I within the wastewater system.



**Figure 8.2 Sources of Inflow and Infiltration**

There are four main areas of Olympia that are susceptible to I&I:

- The westerly slopes of West Bay,
- The central business district, Capitol Campus and South Capitol Neighborhood,
- The plateau south of San Francisco Avenue and west of Puget Street in northeast Olympia, and
- The Ken Lake area.

Although there have been several projects to separate I&I from the wastewater system in these areas, I&I is still an ongoing challenge to Budd Inlet Treatment Plant capacity. In 2008, LOTT began offering a special funding program to encourage and support I&I removal projects conducted or sponsored by the partner jurisdictions. If a project is demonstrated to be “cost-effective” in removing flows to LOTT wastewater treatment facilities, it is eligible for funding consideration. I&I reduction projects are difficult for the following reasons:

- Cost of separating inflow from the wastewater system,
- Difficulty of separating inflow from sewer pipes on private property,
- Need to procure a new, permitted outfall for stormwater release, and
- Need to provide adequate treatment for separated stormwater flows.

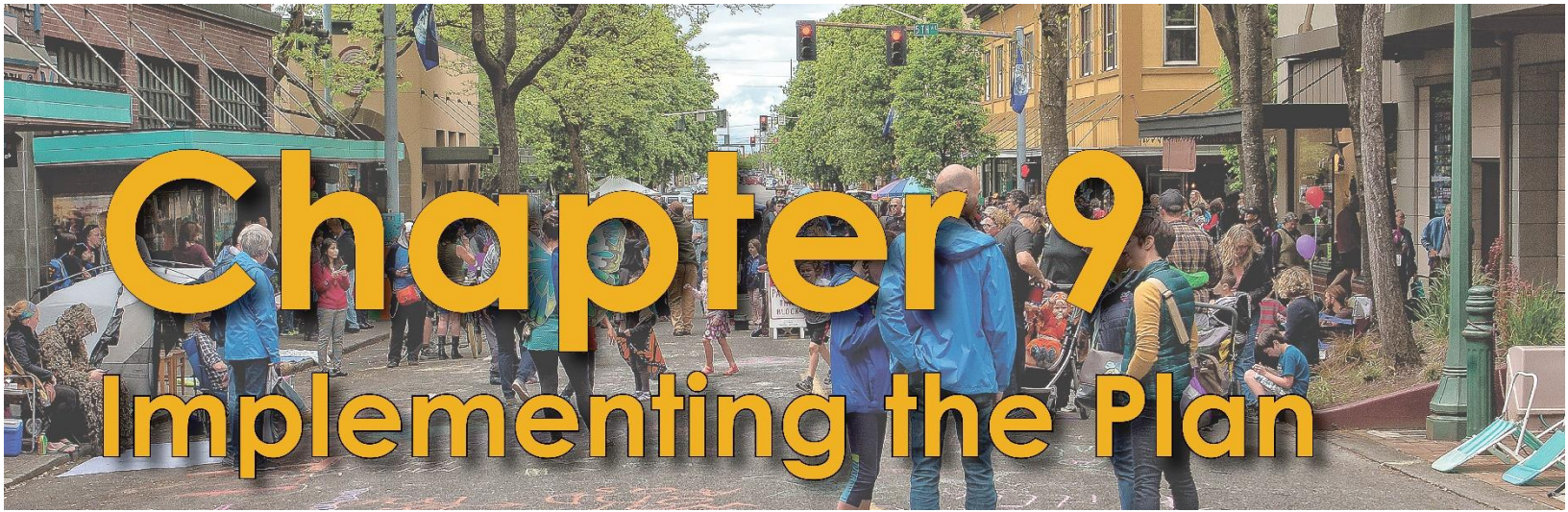
So far, the emphasis has been on replacing leaky sewer pipes along the west slopes of West Bay, the west portion of the central business district, and the area immediately west of Ken Lake. Using the condition rating program, smaller sections of sewer pipe with I&I issues in many locations throughout the Sewer Service Area have been replaced or repaired.

## **8.8 Fats, Oils and Grease (FOG)**

*Significant utility staff time is spent on tasks associated with FOG, including educating customers on proper disposal methods, responding to wastewater system blockages and coordinating with LOTT. The Wastewater Utility's current FOG cleaning program is focused on grease cleaning. To ensure it continues to be addressed, current staffing, anticipated staffing needs and potential opportunities to partner with the Storm and Surface Water Utility should be analyzed and identified.*

Managing the public health risks of wastewater is a long-standing responsibility of the Utility. Often sewer overflows affect both public health and environmental quality. Sewer overflows have a variety of causes, including the buildups of FOG. The Utility has a proactive approach to prevent overflows caused by FOG. Operations and maintenance staff routinely clean pipes known to have problems with FOG. Staff closely monitor wet wells and pipe cleaning for the presence of FOG. When FOG is determined to be an issue, operations staff use CCTV equipment to identify the source, if possible. If the source is determined to be residential, staff educate residents and homeowners about the effects of dumping FOG into the sewer by sending postcards or letters. If the source is determined to be commercial establishment, most often a restaurant, utility staff coordinate closely with LOTT staff to eliminate improper disposal of FOG into the sewer system.





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## CHAPTER 9 – GOALS, OBJECTIVES AND STRATEGIES

The Plan is organized around seven goals, with one to three objectives identified for each. The goals respond to the question, “What do we hope to achieve in the long term?” Objectives answer “What will we do to achieve these goals within a shorter time frame?” Strategies answer the question “How will we go about accomplishing our objectives?”

These objectives and strategies do not encompass the entire range of wastewater responsibilities and day-to-day work. Rather, they focus on the challenges that are in the forefront of Wastewater Utility (the Utility) and community needs.

This chapter emphasizes the specific strategies, elaborating on how the Utility is currently implementing them, or how staff intend to implement them within the six-year context of this Plan. Many of the Plan’s associated financial and capital components have a 20-year perspective.

The Goals are:

1. **Water Quality** – Clean Water Act and Safe Drinking Water Act standards for nitrogen, fecal coliform and other constituents of concern in groundwater and surface water are met.
2. **Public Health** – No one is exposed to sewer overflows or excessive odors.
3. **Climate Change** – The Utility implements all applicable City and region-wide climate change mitigation and adaptation measures.
4. **Utility Rates and Fees** – utility rates and fees are equitable and affordable, minimizing rate increases while maintaining consistent levels of service.
5. **Integrated Water Resources** – Water resource utilities are planning together for long-term environmental, economic and social changes.
6. **Information** – Customers and community are informed about and involved in wastewater management activities.

Goals and objectives are summarized in Table 9.1, showing how they respond to the challenges described in **Chapter 8**, and to the Comprehensive Plan vision summarized in Goal GU2:

*Reliable utility service is provided at the lowest reasonable cost, consistent with the City’s aims of environmental stewardship, social equity, economic development and the protection of public health.*

At the end of the chapter, Table 9.2 summarizes the 42 strategies of this Plan. For each strategy, the table indicates relative priority and whether or not the Utility is currently implementing it.



**Table 9.1 Relationships between the Comprehensive Plan and Wastewater Plan**

<b>Wastewater Challenge</b>	<b>Comprehensive Plan Goals</b>	<b>Wastewater Goal</b>	<b>Wastewater Objective</b>
Aging Infrastructure	GU 3: Utilities are developed and managed efficiently and effectively	4: Utility rates and fees	4C: Use asset management systems
Onsite Sewage Systems	GU 4: Use water efficiently to protect the natural environment GN 5: Ground and surface waters are protected from land uses that impact water quality	1: Water quality	1A: Encourage onsite sewage conversions
Extending Sewer Infrastructure to New Development	GU 1: Utility and land use plans are coordinated	1: Water quality	1B: Facilitate orderly expansion of the system
Climate Change	GN 8: Community sources of emissions are identified, monitored and reduced	3: Climate Change 6: Information	3A: Reduce the Utility's greenhouse gas emissions 3B: Adapt infrastructure to address sea level rise 3C: Adapt infrastructure to accommodate precipitation trends 6A: Keep customers informed
Equitable and Predictable Rates and Fees	GU 2: Service is provided at lowest costs consistent with environmental stewardship, social equity, economic development and public health protection	4: Utility rates and fees 6: Information	4A: Coordinate financial management so that rate increases are distributed overtime 4B: Manage rates so that growth pays for growth 4C: Use asset management systems 6A: Keep customers informed
STEP Systems	GN 5: Ground and surface waters are protected from land uses that impact water quality	1: Water quality 2: Public health 4: Utility rates and fees	1B: Facilitate orderly expansion of the system 2B: Manage odors 4C: Use asset management systems
Inflow and Infiltration	GU 8: Wastewater infrastructure is designed to minimize leakage, overflows and inflow and infiltration	1: Water quality 2: Public health 3: Climate Change	1C: Eliminate illicit discharges of wastewater 2A: Reduce the volume of sewer overflows 3A: Reduce the Utility's greenhouse gas emissions
FOG	GU 8: Wastewater infrastructure is designed to minimize leakage, overflows and inflow and infiltration	2: Public Health	2A: Reduce the volume of sewer overflows



## 9.1 Water Quality

**Goal:** Clean Water Act and Safe Drinking Water Act standards for nitrogen, fecal coliform and other constituents of concern in groundwater and surface water are met.

Protecting and improving local waters is a core responsibility of the Wastewater Utility. This responsibility necessitates the management of existing as well as future wastewater systems. Problematic discharges of wastewater-related contaminants often occur over many years. These include discharges from illicit or unintended connections and septic systems, also known as onsite sewage systems (OSS). Meanwhile, future sewer extensions need to accommodate both new development and OSS conversions. The following objectives and strategies are aimed at reducing wastewater-related contaminants in receiving waters while encouraging urban development and re-development.

### **1A. Objective – Encourage OSS conversions through the Septic to Sewer Program.**

The Olympia City Council approved revisions to the municipal code establishing the Septic to Sewer program, effective August 17, 2009. The voluntary program provided technical assistance and financial incentives for connection of OSS to sanitary sewer as well as cost recovery mechanisms for the City.

Under the program, the City waived the sewer general facility charge (GFC) if a property owner using OSS makes a connection to the wastewater system within two years of being notified of the availability of sewer. The Utility saw an increase in conversions as a result of the program, but the rate of conversions tapered off as the GFC waivers expired.

In March 2017, the LOTT Clean Water Alliance (LOTT) initiated a program whereby, depending on income, 50 to 75 percent of LOTT's capacity development charge (CDC) is rebated when a property converts to sewer service. In October 2017, the Utility extended the GFC waiver for two years after a property is purchased and for all properties qualifying for a LOTT CDC rebate. In addition, the City reduced the amount of reimbursement required from property owners for sewer extension projects. The intention was to make it more affordable for property owners to convert from a septic system to a sewer connection. As a result of the new LOTT program and the changes in the City's Septic to Sewer program, the Utility expects to see a sustained increase in OSS conversions.

#### *1A1. Strategy – Complete sewer extension projects that allow for individual OSS conversions.*

This strategy facilitates sewer infrastructure extensions into areas where OSS are prevalent. The Utility has funding available to construct a limited number of neighborhood sewer extension projects. Neighborhood sewer extension projects are selected based on established criteria. Costs for extending sewer to individual parcels and converting to public sewer can be high. Under this strategy, the Utility will provide limited funding to help cover the cost of the sewer extensions. Based on the 2013 Wastewater Management Plan, the neighborhood sewer extension program was revised to provide more financial assistance to property owners. This strategy is ongoing and the Utility expects to continue with one or two extension projects per year.

#### *1A2. Strategy - Provide technical assistance and public education for individual and neighborhood OSS conversions to municipal sewer.*

Converting OSS to sewer service is technically and financially challenging. The Utility has been providing one-on-one consultations with individual property owners and distributing information on OSS conversion through various media since 2009.

## **1B. Objective – Facilitate the orderly expansion of the wastewater system.**

Under most circumstances, a traditional gravity sewer system with a lift station and force main (pressurized pipe) if topography warrants it, will continue to be the required method of sewer collection in areas to be developed, regardless of the source of funding or type of development.

However, utility staff acknowledge that alternatives, such as pressurized grinder pump systems, are viable and appropriate for certain limited locations with unique constraints. There is, for example, an existing policy (see Appendix M) allowing for grinder pump systems in limited areas.

### *1B1. Strategy – Give priority to extensions of gravity sewer systems over other sewer types (e.g. STEP, grinder).*

With this strategy, staff will refine the regulations for when pressurized sewer systems will be allowed (i.e. grinder pumps and potentially other technologies as they become technically available). Minimizing the number of pumps in the sewer system will also support Objective 2A (Reduce the volume of sewer overflows annually) by reducing the potential of sewer overflows associated with power outages and mechanical failures. Reducing the volume of wastewater pumped will reduce energy consumption and also support Objective 3A (Reduce the Wastewater Utility's greenhouse gas emissions).

### *1B2. Strategy – Allow the limited use of STEP systems for OSS conversions and infill development in neighborhoods currently served by STEP systems.*

This strategy continues existing policies that prohibit the use of STEP systems for new subdivision and commercial development, while accepting that STEP may be the appropriate technology for OSS conversion and infill lot development within areas that are currently served by STEP systems.

Under State regulations, existing and potential future STEPs are the operational responsibility of the Wastewater Utility rather than the property owner. Implementation of this strategy must, therefore, continue to be highly restrictive of STEP use.

### *1B3. Strategy – Explore options for public participation in new regional lift stations.*

Regional lift stations are typically constructed by large development projects. This strategy will give consideration to the Utility's participation in construction of new lift stations in basins (e.g. South Bay and Chambers) where development densities are not favorable to development-driven sewer infrastructure. Cost recovery mechanisms to collect development's pro-rata share would be considered.

## **1C. Objective - Eliminate illicit discharges of wastewater into stormwater conveyance pipes and receiving waters.**

Nutrient and bacteria loading from cross connections of sewer pipes with stormwater pipes is a point source that can be identified and eliminated. The associated reductions in wastewater-related contaminants can be measured in terms of the volume of wastewater removed from Budd Inlet and its tributaries. For example, based on industry research, residences generate approximately 21 pounds of wastewater-related nitrogen per year.

### *1C1. Strategy – In partnership with the City's Storm and Surface Water Utility, provide timely investigation and response to illicit discharges.*

In this strategy, staff will use water quality sampling of stormwater outfalls in concert with land use and infrastructure analysis to efficiently and thoroughly locate cross connections between sewer and stormwater pipes. Further field investigations that incorporate dye testing, smoke testing, and televising of pipes will identify specific problems. Utility mapping improvement is ongoing and assists with illicit discharge identification, for example, by identifying areas where wastewater and stormwater pipes are in close proximity to each other. Operations and Maintenance staff provide key services in accomplishing this work.

The City's Wastewater and Storm and Surface Water Utilities have been coordinating this work since 2011, in order to meet requirements established by their respective NPDES permits.

## 9.2 Public Health

**Goal: No one is exposed to sewer overflows or excessive odors.**

Managing the public health risks of wastewater (also known as sewage) is a long-standing responsibility of the Wastewater Utility. Often sewer overflows and odors affect both public health and environmental quality.

### **2A. Objective – Reduce the volume of sewer overflows annually.**

Sewer overflows have a variety of causes such as buildups of fats, oils and grease (FOG), pipe blockages due to root intrusion and excessive inflow of stormwater. Much of the Utility's focus is on preventing sewer overflows.

*2A1. Strategy – Reduce the number of sewer pipe blockages through continued preventive maintenance activities such as pipe and manhole cleaning, root control and minor repairs.*

Regular and focused maintenance helps prevent sewer overflows by ensuring adequate capacity in the wastewater system. Related work is a key responsibility of the Utility. Certain pipes have been identified as higher risk for blockages due to the presence of roots and grease. Those pipes are monitored more closely than other pipes.

Increasing use of condition rating and asset management techniques will support refinements to this strategy over the next six years. Efforts to increase the capacity of asset management to help manage wastewater systems will be pursued.

In recent years, the Utility's in-house maintenance ability has increased to meet current needs. Wastewater operations and engineering staff discuss preventive maintenance issues bi-weekly. We document needs and track them until the issue is resolved. The Utility implements emerging technologies as appropriate.

As the wastewater system grows, so will the need to adequately support operations and maintenance work.

*2A2. Strategy – Continue to provide adequate resources for improved mapping and documentation of the wastewater system.*

Efforts to improve staff knowledge of the wastewater system need to be maintained in the long-term. Efficiencies and effectiveness increase as staff understanding of the complex pipe and pump systems improve. Additional resources may be needed in the long term to maintain this work effort.

*2A3. Strategy – Implement education and enforcement efforts to reduce preventable blockages due to fats, oils and grease (FOG) build-up, with assistance from LOTT.*

This strategy emphasizes the need for continued coordination between City wastewater and LOTT staff regarding the enforcement of pre-treatment regulations (OMC 13.20) and educational efforts associated with FOG. Additional resources may be needed to accomplish this strategy.

*2A4. Strategy – Reduce infiltration and inflow in prioritized areas so that pipe capacities are not exceeded.*

Sewer pipe capacities in Olympia are generally adequate regardless of infiltration and inflow. While infiltration and inflow (I&I) do not currently generate sewer overflows in the wastewater system, they do have an impact on the capacity of LOTT's wastewater treatment facilities. Therefore, staff will continue ongoing efforts to manage and reduce these unnecessary flows to avoid future capacity problems. For example, needed repairs to leaking pipes and manhole structures also reduce groundwater infiltration.

Long-term refinements to I&I management will be developed as needed, in partnership with LOTT. Tools for reducing I&I include targeted construction projects (pipe repairs and lining) and the separation of stormwater and wastewater flows from buildings. The 20-year capital facilities plan includes several projects that will reduce I&I.

*2A5. Strategy – During sewer spills and other emergencies, utilize available regional resources through the LOTT Mutual Aid Agreement.*

Access to LOTT partners' readily available resources is important during emergencies. The existing LOTT agreement can be implemented as needed. Agreements and relationships will be updated and maintained.

*2A6. Strategy - Improve operations and maintenance capacity by continuing to incorporate new field technologies.*

Technologies to increase the effectiveness of field operations and maintenance continue to emerge. Important recent examples of new technologies include the use of trenchless pipe lining technology to substantially reduce the costs of pipe retrofits and the use of mobile device applications to collect inspection data and document needed map revisions. As these technologies emerge, the Utility will help foster their development and use.

*2A7. Strategy – Use succession planning and new staff on-board training as tools to ensure adequate staff resources.*

Staff turnover continues to be a challenge to the Utility. Methods for documenting institutional knowledge are being implemented. In addition, more experienced staff are directly training newer staff when possible.

## **2B. Objective – Manage odors from sewer systems.**

Odors caused by sewer gases are inherent to a sewer system. Odors problems are particularly associated with lift station and STEP system effluents. Although sewer gas odors are unpleasant, they are rarely harmful to people. The Utility strives to minimize odor problems to maintain citizens' quality of life.

*2B1. Strategy – Investigate odor complaints promptly and resolve as appropriate.*

Staff respond to odor complaints, quantify the extent of the problem, and implement projects to retrofit pipe and pump systems with odor control technologies through the capital facility planning process. Often, these mitigations efforts are incrementally iterative, culminating in an acceptable level of odor control. Odor management can be a critical neighborhood concern.

## **9.3 Climate Change**

**Goal: The Utility implements all applicable City and region-wide climate change mitigation and adaptation measures.**

City-wide policies mandate measures to adapt to and mitigate climate change. The Utility supports these policies.

### **3A. Objective – Reduce the Wastewater Utility's greenhouse gas emissions.**

The Utility's main sources of greenhouse gas emissions are vehicle fuel consumption and electricity to drive pumps for lift stations and STEP systems.

*3A1. Strategy – Complete an energy audit for all lift stations.*

Lift stations are the primary consumers of electrical energy in the wastewater system. With guidance from available industry and/or Washington state energy self-assessment programs, staff will evaluate wastewater system energy use. Other potential efficiencies (e.g., vehicles, buildings) are currently addressed by City-wide policies and practices.

### *3A2. Strategy – Develop a sewer force main cleaning program.*

This strategy employs the use of modern “pigging” technology for thoroughly cleaning the interior of high priority pipes. Use of the technology reduces friction and increases pipe flow capacity, reducing pump run hours and energy use. Maintenance staff will implement this strategy beginning with a demonstration project planned for the year 2020.

### *3A3. Strategy - Research opportunities to sell back stored energy to the grid.*

To ensure proper operation and maintenance, the Utility exercises each of its backup generators weekly. This strategy will look at the feasibility of selling that power back to the energy grid.

### *3A4. Strategy: Meet City-wide greenhouse gas emission reduction goals including those related to fleet and building operations.*

The City has established and continues to refine goals for reducing the emission of greenhouse gases. The Utility commits to doing its share to reduce the City’s greenhouse gas emissions.

### *3A5. Continue participation in Puget Sound Energy’s Green Direct Program.*

The City has committed to purchasing 100 percent of its power from the Green Direct Program sourced from dedicated, local, renewable energy resources. Participation in this program will directly off-set the City’s carbon emissions (from City operations).

### *3A6. Strategy – Continue implementing a green infrastructure project evaluation process (e.g. Envision) for wastewater capital projects.*

Tools are available to identify project-specific sustainability issues, challenges, and opportunities (e.g. ISI’s Envision program). This tool encourages collaboration among staff across disciplines, lines of business and departments and helps to refine and define elements.

This strategy will ensure that the scope of projects identified in the Wastewater Utility’s Capital Facilities Plan is sustainably defined on a consistent basis. This process was implemented for several projects following the previous plan. This practice will be fully implemented within the next six years.

### *3A7. Strategy: Prioritize Inflow and Infiltration projects in lift station basins with high peak flows.*

This strategy will evaluate lift station pumping data to identify basins with significant inflow and infiltration. Those basins will be inspected to find and reduce the sources of inflow and infiltration. Reduced pumping will result in reduced energy used by lift stations.

## **3B. Objective – Adapt wastewater infrastructure to accommodate predicted sea level rise projections.**

With this strategy, staff will build upon ongoing work by the Storm and Surface Water Utility and LOTT, by incorporating sea level rise into wastewater infrastructure planning for the downtown area and other parts of the Sewer Service Area adjacent to Budd Inlet and the Deschutes River.

The *Olympia Sea Level Rise Response Plan* predicted that by 2100, sea levels will most likely rise 36 inches (50% chance) and could rise 68 inches (1% chance). Vulnerable portions of the Utility’s sewer system will need to be adapted to accommodate sea level rise. See **Chapter 2** for additional information about the *Olympia Sea Level Rise Response Plan*.

### *3B1. Strategy - Perform a thorough evaluation of the wastewater infrastructure vulnerability to sea level rise.*

Utility staff will quantify the threats of sea rise to the wastewater system through vulnerability assessments and site specific investigations. A clearer understand of long-range infrastructure needs may result in specific capital projects.



*3B2 Strategy: Elevate, floodproof or relocate low-lying lift stations.*

The Utility owns and maintains five sewer lift stations (Water Street, West Bay, East Bay, Old Port I and East Bay Marina) that will be vulnerable to flooding with sea level rise. Low-lying manholes and sewer mains will also be vulnerable. In coming years, vulnerable infrastructure will need to be elevated, floodproofed or relocated to adapt to sea level rise.

*3B3. Strategy: Monitor tidally influenced zones to determine whether hydraulic pressures are increasing Inflow and Infiltration.*

In collaboration with LOTT, this strategy will monitor system flows and wastewater salinity levels to identify basins with increasing inflow and infiltration. Those basins will be inspected to find and reduce the sources of inflow and infiltration.

*3B4. Strategy: Consider revisions to Engineering Design and Development Standards that take into account infrastructure's estimated effective life and sea level rise projections*

This strategy will revise the Engineering Design and Development standards, if needed, to require infrastructure to be elevated or floodproofed to accommodate sea level rise throughout its estimated effective life. This strategy will also require new or redeveloped low-lying structures be equipped with backwater valves for protection from sewer surcharges.

*3B5. Strategy - Collaborate with the LOTT Clean Water Alliance on winter preparedness and emergency response efforts. Expand efforts to include protection of the combined sewer.*

With sea level rise, protecting the combined sewer system from flooding will become increasingly important. The combined sewer system conveys wastewater from homes and businesses as well as stormwater from downtown streets to the Budd Inlet Treatment Plant. During flood events, floodwaters can overtop the shoreline and travel overland to flood catch basins that collect stormwater and carry it into the combined sewer system. This additional volume of water mixes with wastewater and is conveyed to the treatment plant. The surcharge of combined floodwater and wastewater could overwhelm the treatment plant and result in additional treatment costs or increased likelihood of bypasses, in which untreated or partially treated wastewater is discharged directly to Budd Inlet through LOTT's marine outfalls.

Additionally, if the treatment plant is overwhelmed by incoming flows, wastewater could back-up into the City's wastewater system and potentially flood streets, homes, and businesses. High concentrations of marine water (with high salinity content) in flood waters could also disrupt the biological treatment processes, which would require months to recover.

**3C Objective: Adapt wastewater infrastructure to accommodate forecast precipitation trends.**

The combined sewer system is vulnerable to increasing precipitation intensities and durations. Increased precipitation intensities could overwhelm the capacities of some combined sewer pipes potentially leading to wastewater backing-up into the City's wastewater system and causing combined sewer overflows (flooding of streets, homes, and businesses).

Researchers evaluate future precipitation trends using General Circulation Models (GCM) that capture relevant ocean, terrestrial, and atmosphere processes and their response to increased atmospheric greenhouse gas concentrations. GCM modeling in the Pacific Northwest indicates that the Olympia region may experience a 10 to 20% increase in annual precipitation by the end of the century. GCM results for the Puget Sound region indicate that Olympia and the Deschutes River watershed may experience a 15 to 20% increase in extreme 24-hr precipitation by mid-century and a 25 to 33% increase by end-of-century under a high greenhouse gas emissions scenario. Results also indicate that lower intensity events (such as the present day 20-year event) may occur more frequently.

The Utility will need to understand the implications of future increases in precipitation by modeling the combined sewer system capacities.

*3C1. Strategy: Track climate science to understand precipitation trends and the implications for future urban and watershed-based flooding.*

The University of Washington Climate Impacts Group studies the effect of climate change on precipitation in Thurston County. The increase in extreme rainfall events described above (3C Objective), could result in increases of stormwater into the combined sewer system. This strategy proposes to track the work of the University of Washington Climate Impacts Group in order to make informed decisions.

*3C2 Strategy: Consider revisions to Engineering Design and Development Standards and the Drainage Design and Erosion Control Manual that take into account regional climate model precipitation projections throughout infrastructure estimated effective life.*

Current design standards are based on historical precipitation data. As precipitation intensities increase, the capacities of infrastructure designed based on historical data will be overwhelmed. This strategy proposes to use precipitation model forecasts to establish new infrastructure design criteria.

*3C3 Strategy: Collaborate with the LOTT Clean Water Alliance to separate combined wastewater/stormwater pipes in conjunction with stormwater and road improvements or residential repairs, when economically feasible.*

Older areas of the City, especially downtown, combine storm and wastewater flows in one pipe system that flows to the treatment plant. Potential separation projects are identified and evaluated during redevelopment and street retrofit projects. In general, separation projects are pursued based on ease of implementation and costs. While separation is not a utility priority, coordination with LOTT's long-term capacity planning may result in future capital projects that have mutual benefits. The urgency of separating the combined sewer will increase with increased precipitation.

The City will continue to work with LOTT to identify important project and associated funding options.

## 9.4 Utility Rates and Fees

**Goal: Utility rates and fees are equitable and affordable, minimizing rate increases while maintaining consistent levels of service.**

A utility can best provide consistent levels of service by managing revenue and expenditures to minimize changes in rates and fees in the short term, and predict them accurately in the long term. While this goal and the following objectives work towards achieving this balance, other strategies particularly under Water Quality and Water Use Goals, will significantly impact how the Wastewater Utility determines and collects rates and fees.

**4A Objective – Coordinate the financial management of the three water-based utilities so that utility rate increases are distributed over time.**

Most of the Utility's customers pay for multiple utility services, rather than only sewer service. Each utility's rate increase, therefore, also affects the customers of the other utilities.

*4A1. Strategy – Conduct regular financial studies, coordinated with other water resource utilities and potentially including LOTT.*

The Utility evaluates rates and other financial needs during the annual rate analysis and in updating the Wastewater Management Plan. These evaluations consider management needs, levels of service, and growth assumptions. Balancing rate increases among the City's water resource utilities is an ongoing emphasis.

**4B Objective - Manage utility rates and connection fees consistent with the City's guiding principle of growth paying for growth.**

Policy PU2.1 of the City's Comprehensive Plan states that new development projects pay for their own utility infrastructure. This policy is sometimes summarized as "growth paying for growth". The policy ensures that existing rate payers are not paying for new infrastructure and connections.

*4B1. Strategy – Update utility rates and general facility charges (GFCs) to reflect costs of providing needed services, while looking for opportunities to improve the equitable distribution of charges.*

The Utility will evaluate whether the current definition of equivalent residential unit (ERU) is equitable, especially as it relates to commercial vs. residential customers and smaller housing types as addressed by the City's Missing Middle initiative.

*4B2. Strategy – Understand the actual costs of providing service to STEP system customers.*

The Utility recognizes that STEP systems cost more per connection for maintenance than the typical gravity sewer connection. However, other service cost disparities exist, such as between a sewer connection downtown and a remote connection for which the wastewater is pumped through two or even three lift stations. This strategy will review and update the 2005 STEP system business case evaluation.

**4C. Objective – Use computer-based asset management systems in order to minimize infrastructure life-cycle costs while maintaining a consistent level of service.**

By 2020, the Utility plans to implement Cityworks software to manage its work orders and assets. Implementing asset management tools is necessary to provide the best value level of service for the costs involved throughout the infrastructure's entire life cycle. Operation and maintenance of assets in a constrained budget environment requires a prioritization scheme to ensure the correct maintenance or replacement work is done at the correct time.

*4C1. Strategy - Continue pipeline condition rating consistent with the Pipeline Assessment Certification Program (PACP) to track the physical integrity of the wastewater pipe system.*

After thirteen years of implementation, the first comprehensive round of prioritized pipe inspections is complete and the re-inspection program is well underway. In future years, condition rating will continue for pipes according to their current condition and criticality, supporting the identification of pipes needing repairs or replacement. In doing so, the rating system will help determine financial and resource needs for the Utility.

*4C2. Strategy - Inspect manholes consistent with the Manhole Assessment Certification Program (MACP) for condition rating.*

With the first round of prioritized PACP inspections completed, the Utility will plan for wastewater manholes inspections using the MACP standards. In general, the wastewater system incorporates a manhole, or ground-level access structure, into every 300-400 feet of pipe. These structures are five to 20 feet deep with multiple pipes entering and exiting. Deterioration of these structures results in leaks, both out of and into, the wastewater system. Modest repairs can often appreciably extend the life of manholes. Resources needed to complete this work will be evaluated.

*4C3. Strategy - Based on pipe and manhole condition rating outcomes, complete priority repairs and replacements of pipes and structures.*

Wastewater system repairs are currently incorporated into operation and maintenance work plans as well as capital facility projects. At this time, available resources are adequate. However, project needs will evolve over time. Refer to **Chapter 10** for additional information regarding capital facility project planning.

#### *4C4. Strategy – Inspect and condition rate lift stations and STEP systems on a regular basis.*

Lift stations, STEP systems and force mains present a high level of risk and vulnerability. Malfunctions in complex pumped systems can result in appreciable sewer overflows. Emergency responses can be extensive and may last more than a few hours. Staff emphasize the need to proactively track the life cycle of these systems and complete needed retrofits prior to system failures. The Utility has made substantial progress in updating lift stations and force main in the past six years. Refer to **Chapter 10** for additional information.

#### *4C5. Strategy – Based on lift station and STEP system condition ratings outcomes, complete priority repairs and replacements of pumping infrastructure.*

Upgrades of lift stations and repairs of STEP systems are currently incorporated into operation and maintenance work plans as well as capital facility projects. Refer to **Chapter 10** for additional information.

## **9.5 Integrated Water Resources**

**Goal:** Water resource utilities are planning together for long-term environmental, economic and social changes.

Water resource needs and issues are increasingly managed collaboratively among various City entities. A proactive management approach will not only minimize the adverse impacts of changes over time, but guide us toward achieving this community's sustainability goals.

### **5A. Objective – Integrate Water Resource activities that share common goals, resources and/or assets.**

The water resource utilities share a number of common interests such as environmental preservation and water conservation, as well as similar methods for communicating with the public. This creates a natural opportunity for collaboration.

#### *5A1. Strategy – Coordinate public education activities with the Drinking Water and Storm and Surface Water Utilities.*

The Drinking Water Utility supports extensive public education efforts focused on water conservation and reuse. Beginning in 2014, staff have been coordinating public messages regarding the linkage between water conservation and wastewater generation. Over the next six years, staff will increase utility coordination with the Storm and Surface Water Utility, especially in the area of pollution prevention.

#### *5A2. Strategy – Allow and promote greywater subsurface irrigation alternatives in concert with Thurston County.*

Consistent with building codes and public health expectations, staff will advocate for the voluntary use of greywater systems. The Thurston County Health Department is the local regulatory authority for establishing greywater standards. Staff will address this strategy sometime during the six-year planning period, anticipating initial action by Thurston County.

## **9.6 Information**

**Goal:** Customers and the community are informed about and involved in wastewater management activities.

Instant availability of information in society today has changed customer expectations. The Utility is responding to increased expectations using appropriate technologies.

### **6A. Objective – Keep customers and the community informed and involved.**

When community members are informed and involved, the Utility is more likely to gain the support they need to address the goals of this plan. Community involvement helps the utility focus on the most pressing initiatives.

*6A1. Strategy – Update and expand the Utility’s website and other media to disseminate information consistent with the objectives of this Plan.*

With the exponential increase in use of electronic media, customer and community expectations are high concerning access to digital information associated with the Utility.

Efforts include increasing the amount and type of information available through the City’s website, and actively approaching the Utility’s customer base to determine their concerns.

*6A2. Strategy – Coordinate customer and community education efforts with the other water resource utilities, LOTT and Thurston County Environmental Health.*

Currently, there are a variety of methods that the four water resource utilities and LOTT use to provide information and educate their customers. Under this strategy staff will look at what these other utilities are doing to approach their customers, aside from information available on their respective websites, and identify partnership opportunities that promote a deeper understanding of the relationship between water resources and local communities.

*6A3. Strategy – Provide adequate resources for public education and involvement.*

Wastewater technical and regulatory issues are complex. Maintaining capacity to be helpful and responsive is a key service to the community. Resolving various concerns from the development community and both commercial and residential customers requires detailed knowledge about the wastewater infrastructure.

Decisions about gravity sewer and STEP system availability and potential extensions, OSS permitting, and problem troubleshooting are financially important to those affected by wastewater policies. Code enforcement, environmental monitoring and public education on specific issues are also important. Communicating this information often requires detailed and site specific interactions with customers.

## **9.7 Summary Table of Strategies**

On the following page, Table 9.2 summarizes the 42 strategies, showing for each one its relative priority, whether or not the Utility is currently implementing the strategy, if not when is it going to be implemented, whether the strategy has an existing program associated with it, and whether capital project(s) are associated with it.

Table 9.2 Status of Strategies					
No.	Strategy	Relative Priority (H,M,L)	Existing or New Program (E,N or Both)	When	Capital Project
<b>Water Quality</b>					
1A1	Complete sewer extension projects	High	Existing	Ongoing	Yes
1A2	Provide OSS technical service	High	Existing	Ongoing	No
1B1	Prioritize gravity sewer systems	High	Existing	Ongoing	No
1B2	Limit use of STEP systems	Medium	Existing	Ongoing	No
1B3	Explore participation in new lift stations and force mains	Low	New	2022	Yes
1C1	Provide timely illicit discharge response	High	Existing	Ongoing	No
<b>Public Health</b>					
2A1	Continue preventive infrastructure maintenance	High	Existing	Ongoing	Yes
2A2	Provide resources for mapping and documentation	Medium	Existing	Ongoing	No
2A3	Implement FOG education and enforcement activities	Medium	Existing	Ongoing	No
2A4	Reduce I&I in prioritized areas	Low	Existing	Ongoing	Yes
2A5	Use LOTT mutual aid agreement	Low	Existing	Ongoing	No
2A6	Incorporate new field technologies	Medium	Existing	Ongoing	No
2A7	Use succession planning and new employee training	Medium	New	2020	No
2B1	Investigate odor complaints promptly	Medium	Existing	Ongoing	No
<b>Climate Change</b>					
3A1	Complete lift stations' energy audit	Low	New	2022	Yes
3A2	Develop force main cleaning program	Medium	New	2022	Yes
3A3	Research selling stored energy	Low	New	2021	No
3A4	Meet city greenhouse gas reduction goals	High	Existing	Ongoing	No
3A5	Continue participation in Green Power Program	High	Existing	Ongoing	No
3A6	Implement green infrastructure evaluation process	Medium	Existing	Ongoing	No
3A7	Prioritize I&I projects in basins with high peak flows	Low	New	Ongoing	Yes
3B1	Evaluate infrastructure vulnerability to sea level rise	High	New	2020	No
3B2	Adapt low-lying lift stations	High	New	Ongoing	Yes
3B3	Monitor zones to determine impacts from hydraulic pressures	Medium	New	2022	No

No.	Strategy	Relative Priority (H,M,L)	Existing or New Program (E,N or Both)	When	Capital Project
<b>Climate Change, continued</b>					
3B4	Consider revisions to EDDS to address sea level rise projections	Medium	New	2020	No
3B5	Collaborate with LOTT during emergencies	High	Existing	Ongoing	No
3C1	Track climate science	High	New	2019	No
3C2	Consider revisions to EDDS and DDSCM to address precipitation projections	Medium	New	2020	No
3C3	Collaborate with LOTT to separate combined system when economically feasible	Medium	Existing	Ongoing	Yes
<b>Utility Rates and Fees</b>					
4A1	Conduct financial studies	High	Existing	Ongoing	No
4B1	Update rates and fees	High	Existing	Ongoing	No
4B2	Understand STEP service costs	Medium	New	2021	No
4C1	Continue pipeline condition rating program	High	Existing	Ongoing	No
4C2	Inspect manholes	Medium	Existing	Ongoing	No
4C3	Complete pipe and manhole repairs	High	Existing	Ongoing	Yes
4C4	Condition rate lift stations and STEP systems regularly	High	Existing	Ongoing	No
4C5	Complete pumping system repairs	High	Existing	Ongoing	Yes
<b>Integrated Water Resources</b>					
5A1	Coordinate public education activities	Medium	Existing	Ongoing	No
5A2	Allow greywater irrigation in concert with Thurston County	Low	Existing	Ongoing	No
<b>Information</b>					
6A1	Update the Utility's website	Medium	Existing	Ongoing	No
6A2	Coordinate education efforts with others	Medium	Existing	Ongoing	No
6A3	Provide resources for public education	Medium	Existing	Ongoing	No





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## CHAPTER 10 – CAPITAL FACILITIES PLAN

Capital Facilities Plan Both operations and maintenance and capital facility planning are fundamental to the infrastructure-dependent Wastewater Utility. The lift stations, pipes, manholes and STEP systems that make up the wastewater infrastructure vary in age, materials and structural integrity. At some point in its life, infrastructure is best replaced or upgraded through the capital facilities planning process.

Ongoing work to systematically televise and evaluate the condition of the individual pipes helps prioritize repair and replacement needs. As needed, pipes can be repaired or replaced by City crews, or for more involved work, by contractors. Contractor work is typically funded through the City's Capital Facilities Plan (CFP). Pipe capacity upgrades, lift stations rehabilitations, and sewer extensions to facilitate conversion of septic systems, also known as onsite sewage systems (OSS) to public sewer are also included in the CFP. These work efforts will continue in the years to come.

The projects contained in the CFP are funded annually through Utility rates and General Facilities Charges (GFCs). The Utility pursues bonds and Washington State-managed low interest loan and grant programs when needed and available. Chapter 11 details a financial strategy involving a combination of cash and debt financing of capital projects.

This chapter discusses programs and systems that characterize the condition of existing infrastructure, identify infrastructure deficiencies and prioritize capital projects for both a six and a 20-year planning horizon. The prioritized projects for both six and 20 years are summarized at the end of this chapter in the basic format of the CFP.

### 10.1 Physical Condition of the Gravity Sewer System

Assessing the condition of existing infrastructure is a necessary component of effective asset management and capital planning. The vast majority of the wastewater system consists of gravity sewer pipes and manholes. Sewer pipes are televised using remote tractor-mounted cameras that travel through pipes and send video images to above-ground personnel. The video files are stored and evaluated at a later date.

The condition of gravity sewer pipes is assessed using the Pipeline Assessment and Certification Program (PACP) developed by the National Association of Sewer Service Companies (NASSCO), an accepted industry standard. Utility staff store and manage sewer pipeline video files and descriptive data using GraniteNet software from Cues, Inc.

The condition of gravity sewer pipes is assessed on an ongoing basis, using the following criteria:

- Pipeline integrity (physical structure, slope and alignment).
- Inflow and infiltration (inflow of stormwater from catch basins and roof drains, and infiltration of groundwater through pipe and manhole leaks).
- Operating efficiency (extent to which the system operates as designed with minimal input of energy or operation and maintenance).
- Potential for illicit cross connections (discharges to stormwater pipes and surface waters)
- Risk and vulnerability (effect of potential failure on public or environmental health).

The Utility began ongoing condition assessment work in July 2005. In 2006, staff estimated it would take six years to complete an initial detailed assessment of the 185 miles of gravity sewer pipes. The Utility has completed the initial assessment of the gravity sewer pipes and are implementing a re-inspection program for the highest risk pipes and those in the worst condition.

In partnership with the LOTT Clean Water Alliance (LOTT), computerized flow monitors are installed in key pipes in order to track flows over time. The data provides information on wastewater, also known as sewage,

flows as well as inflow and infiltration and operating efficiency. Lift stations are monitored continuously through the Utility's supervisory control and data acquisition (SCADA) system.

The general characteristics of the sewer pipes are summarized as follows.

### **Pipeline Integrity**

Due to the full implementation of PACP-based video pipe inspections since 2005, the structural integrity of the sewer pipe network is now well-understood. Approximately 30 percent of the gravity sewer pipes were installed prior to 1970 and are near or past their 50-year design life. The likelihood of leaks due to settlement, deterioration, sediment accumulation and root intrusion may increase over time in these pipes. About 3% of the gravity sewer pipes have been lined, extending their design life.

The concrete and asbestos cement pipes that were widely used during this period are susceptible to corrosion and deterioration from hydrogen sulfide gas, such as that produced by STEP systems. Several acute corrosion problems related to STEP systems have been identified over the years and addressed with manhole and concrete pipe liner projects. Several additional projects to address corrosion are needed and are included in this Plan.

The pipe condition assessment indicates the following:

- 81% of the pipes are in good condition
- 13% are in fair condition
- 5% are in poor condition
- 1% remain to be inspected. Many of these pipes are relatively new and are assumed to be in good condition.

These data suggest that the gravity sewer system is in manageably good condition. The pipe re-inspection program indicates that pipes are deteriorating at a slow rate. Significant changes in pipes with repeat inspections have not been observed over the last twelve years. Repairs can be completed proactively in order to avoid costly and/or extensive emergency repairs. Often times, repairs are needed to only a small section of the pipe. Repairs to problematic pipes are completed by in-house or contractor crews. With planning, cost-effective trenchless repair technology is the preferred choice for repairs. With this technology, an epoxy impregnated sock is pulled through the faulty pipe, expanded to meet the sides of the pipe and cured in-place. The pipe is repaired at a fraction of the cost of pipe excavation and subsequent street reconstruction.

The pipe televising and condition rating program indicates that needed pipe replacements and repairs can be addressed proactively and at manageable costs.

Pipe inspections and condition rating are a key work element of the Utility. Operations and maintenance crews in concert with engineering staff provide dedicated resources for pipe cleaning and inspection.

### **Inflow and Infiltration**

Inflow and infiltration (I&I) mainly occurs in combined storm/sanitary pipes in the downtown, South Capitol neighborhood and portions of northeast and west Olympia and in older faulty pipes. Inflow is precipitation that enters sewer pipe mainly from catch basins within the roadway and roof downspouts. Infiltration results from groundwater entering sewer pipes through cracks, bad joints, or leaky manholes. These inputs of storm and groundwater can result in significant excess flows and surcharging of the pipes during the wet season. On rare occasions, surcharges during large storms can extend above the manhole rim with wastewater discharging to the street.

The Utility reduced I&I in the 1990s through several extensive pipe replacement projects in West Olympia. The work was undertaken as part of an agreement with LOTT that addressed wet season flow reduction.

Currently, flow monitoring at most of the lift stations tracks seasonal variations in pipe flows. LOTT's Budd Inlet Treatment Plant can typically handle the high flows generated during wet weather events. In the future,

wet weather flows due to infiltration may decrease as pipes and manholes are rehabilitated through the condition rating program. Additionally, combined pipes responsible for inflow are separated as feasible and cost effective. The Utility is adequately managing I&I.

### **Operating Efficiency**

Older areas of the City with smaller diameter pipe, separated joints and other challenges can require more frequent maintenance, particularly pipe cleaning and root control. These areas are identified through periodic review of the work order system and the scheduled maintenance program. In recent years, high frequency maintenance has consumed approximately 5% of operation and maintenance resources on an annual basis.

On a case-by-case basis, the cost of increased maintenance needs is compared to the cost of rehabilitation or reconstruction of aging or inadequate infrastructure. For example, one well-known high maintenance area—the South Capitol neighborhood—is being adequately served by careful flow evaluation, extra maintenance, and isolated, small-scale rehabilitation projects. This highly managed approach to capacity limitations is cost effective, given the high costs of extensive rehabilitation / reconstruction. Other localized areas of high maintenance in Olympia are best served, however, by reconstruction. Depending upon the scale of the work effort, construction projects are completed in-house or by contractors through capital facilities funding.

Accumulation of fats, oils, and grease (FOG) in sewer pipes, primarily from food service establishments, is also a maintenance problem. Accumulation of grease can clog pipes, reduce operating capacity and result in sewer overflows. Proper restaurant procedures for managing FOG onsite can prevent this problem. LOTT and the City provide educational materials to restaurant owners and issue citations for grease containment violations. A rigorous program to enforce grease abatement, including the enforcement of existing pretreatment regulations in OMC 13.20, is well underway.

### **Illicit Cross Connections**

The Wastewater Utility partners with the City Storm and Surface Water Utility to actively inspect their pipe systems for unintentional cross-connections. Improperly constructed pipes and manholes can result in ongoing discharges of wastewater to the stormwater system. The wastewater and stormwater systems have been evaluated for design features that are correlated with cross-connections such as pipes in close proximity to each other, unclear construction blueprints, and sewer pipes passing through stormwater pipes. Potential problem areas have been field investigated. In recent years, inspections have revealed one or two of these cross connections per year, especially in older areas of the City.

Other areas that may be susceptible to unintentional cross-connection during future construction have been flagged on utility maps. These work efforts and the coordination between Wastewater and Storm and Surface Water Utilities will continue.

### **Risk**

Structural failures in wastewater pipes can result in sewer overflows impacting public and environmental health. Evaluation of the sewer pipe network has focused on improving older pipes susceptible to problems. Additionally, ensuring the non-stop operation of lift stations is a program priority (see below).

Given the current knowledge of pipe and lift station condition, the risk of infrastructure failure is modest. High risk infrastructure is well-managed. Systems in close proximity to surface waters are prioritized. However, the extensive scale of the wastewater system suggests that failures will occur. Utility staff plan for emergency response to failures thereby minimizing impacts.

## Summary of Sewer Pipe Condition

Overall, the sewer pipe network is well-understood and in manageable condition. Future work can focus on proactive maintenance and timely repairs. Results suggest the need for ongoing scheduled repairs, but not catastrophic failure or unanticipated expenditures. Operation and maintenance resources may need to be augmented as the City grows and the infrastructure continues to age.

## 10.2 Capacity Analysis of the Gravity Sewer System

City staff, with the help of consulting engineers, analyzed the capacity of wastewater infrastructure, principally pipes and pumps. Capacity limitations in the gravity sewer system may develop for several reasons:

- New development “upstream” may increase demand on existing “downstream” pipes and pumps,
- Pipes may have been designed, usually many years ago, smaller than they should have been, or
- Pipes may receive excess flows due to I&I.

A computer model was constructed to simulate sewer flows throughout the city. The sewer model includes approximately 60 miles of pipe, 1,372 maintenance holes and 24 pump stations. The model was designed to simulate a 10-year peak hour storm event and estimates wastewater flows based on the current and projected population, land use and I&I entering the system.

Flow calculations and the associated computer simulations were calibrated based on actual data collected at the LOTT Budd Inlet Treatment Plant and over 30 flow monitoring locations spread throughout the LOTT service area. See Appendix L for a description of the model and methodology used.

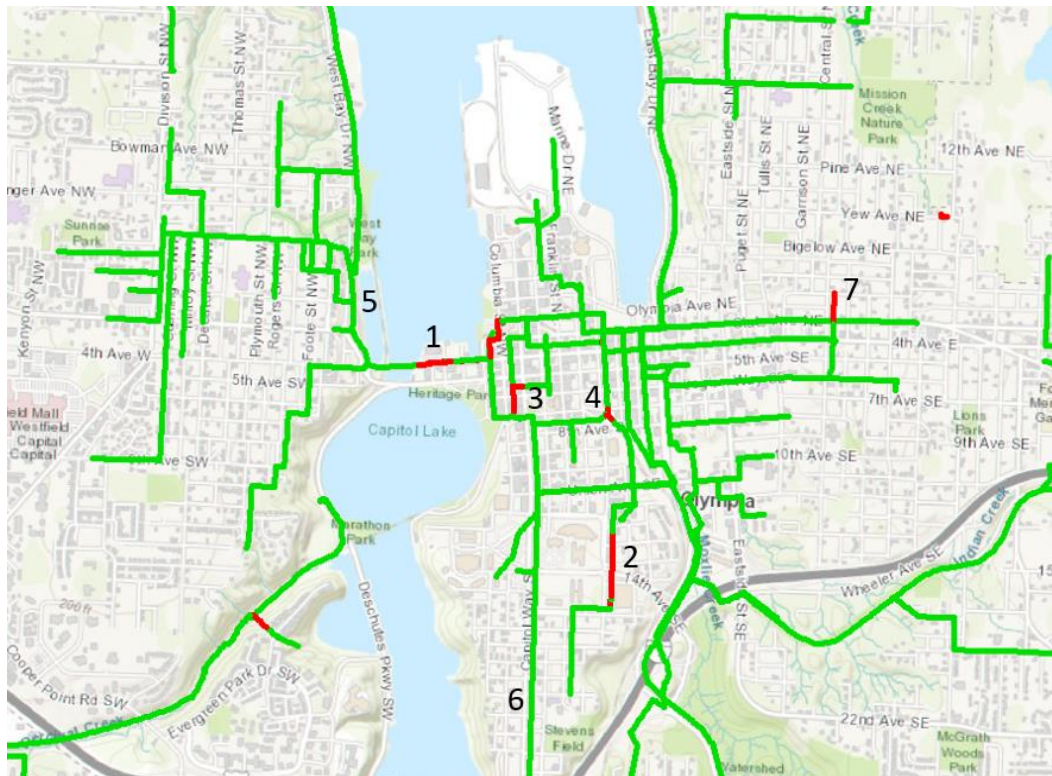
The model identified areas of the system currently over capacity or projected to be over capacity by the year 2050, projected buildout for the City. In general, future conditions mirror those currently observed, except that several of the large LOTT interceptors begin to experience capacity limitations. These include the Indian Creek Interceptor, the State Street Interceptor, and the Martin Way Interceptor. LOTT has plans to address these limitations in its capital program.

### Capacity Limitations

The model helps us understand potential capacity limitations that might occur within this Plan’s 20-year planning horizon. Population growth is based on projections from the Thurston Regional Planning Council. In general, sewer capacity limitations are driven by existing I&I. Future population growth tends to contribute far less peak flow to the system than is generated through I&I, particularly in portions of the conveyance system with combined sewers.

Figure 10.1 shows locations predicted to have some risk of flooding.





**Figure 10.1. Areas with risk of flooding under peak hour conditions for a 10-year storm.**

Seven areas with anticipated risk of flooding are shown on Figure 10.1. These locations are prioritized into four tiers, based upon risk of flooding and confidence in the projections.

**Tier 1. High risk of flooding and high confidence in projections (plan for action within 10 years):**

1. The 4<sup>th</sup> Avenue bridge. Flow from the west side of Olympia is conveyed across the bridge via an 18" diameter sewer. On the east side of the bridge, flow splits between the 18" main line and a 15" overflow line. Both the 18" and 15" pipelines are projected to backup and flood under the modeled conditions due to limited capacity in these pipes and high I&I.
2. Jefferson Street SE (Phase 1). This pipeline conveys flow generated between Stevens Field and Union Avenue, including a large amount of combined storm flow. This pipeline has limited capacity to convey high flows because it is only 10-inches in diameter. Several bottlenecks were identified, along the 1100 to 1500 blocks of Jefferson Street, the 500 block of 11<sup>th</sup> Avenue and the 1000 block of Cherry Street, that result in predicted backups and risk of maintenance hole flooding.

**Tier 2. Moderate risk of flooding, less confidence in data (monitoring with near-term remediation):**

3. Columbia Street. A large amount of combined storm flow enters the sewer in this part of downtown Olympia. The Columbia Street sewer, a 12-inch diameter pipe with relatively flat slope, can cause a bottleneck at peak flows. Much of this pipeline is buried deep; however, the upstream portion is relatively shallow, with only 2-3 feet of cover, posing a risk of flooding.
4. Jefferson Street SE (Phase 2). Flow generated between Capitol Way and the railroad, north of Union Avenue, is conveyed north along Jefferson Street. Much of the pipeline in the 600 and 700 blocks of Jefferson is 12-inch diameter and relatively flat. The high storm flows generated in the combined sewer system in this area lead to a risk of flooding along the railroad near 7<sup>th</sup> Avenue.

**Tier 3. Risk of basement flooding, high confidence in data (long-range monitoring):**

5. West Bay Drive. A series of pipelines converge along West Bay Drive, conveying flow to the 4<sup>th</sup> Avenue Bridge. A relatively flat section of pipe acts as a bottleneck, causing backups as far north as Jackson Avenue. The pipe is deep enough that the risk of maintenance hole flooding is low, but some risk of lateral and basement flooding is predicted in this area.
6. South Capitol. A large amount of storm-related combined flow is generated in this basin and conveyed north along Capitol Way through a 10-inch diameter pipe. The pipe slope is relatively flat south of 19<sup>th</sup> Avenue, limiting capacity and creating a bottleneck. The pipe is deep enough that the risk of maintenance hole flooding is low, but some risk of lateral and basement flooding is predicted in this area.

**Tier 4. Moderate risk of flooding, low confidence in data (long-range monitoring):**

7. Central Avenue. The model projects a risk of flooding in this pipeline. However, actual flows at this location are unknown because the contributing basin has not been actively monitored. Future flow monitoring of this basin will determine whether model projections are accurate.

Tier 1 issues will be addressed in the near-term through capacity upgrade projects. Tier 2 issues will require further monitoring, but the Utility will budget for near-term remediation. Tier 3 and 4 issues will require long-range monitoring and be revisited in the next plan update.

## **10.3 Condition Assessment of Lift Stations and Force Mains**

Table 3.2 in Chapter 3 shows the age, type, and upgrade/replacement project date (if applicable) of the 31 City owned lift stations. Typical problems include aging electrical, mechanical, and performance monitoring systems.

This Plan presents the Utility's current vision of capital projects planned for a 20-year horizon. In 2018, the Utility hired a consultant to perform survey-level condition assessments of 16 priority lift stations with input from operations staff in order to develop planning level cost estimates for needed lift station upgrade projects and associated force main replacements, as applicable.

The stations identified as priorities in the next six years include:

- Old Port 1 (and force main)
- Miller and Central (and force main)
- Miller and Ann
- Rossmoor (and force main)
- Old Port 2 (and force main)
- Roosevelt and Yew (and force main)

Upgrades to the identified lift stations consistent with the schedule provided in Table 10.2 are expected to minimize risks for acute or chronic failure.

Of the 9.5 miles of force mains, 20 percent are constructed with older materials – concrete or asbestos cement (AC). The remaining 80 percent are constructed with more durable PVC or HDPE pipe. The Utility plans to replace concrete and AC force mains in conjunction with lift station upgrade projects as appropriate. Untimely failure of these force mains is not anticipated.



## **10.4 Capacity Analysis of Lift Stations and Force Mains**

The Utility has evaluated the capacity of its lift stations against current and anticipated future demands. No current capacity deficiencies have been identified. Design of lift station upgrades will account for anticipated future demands based on the latest development projections.

The land use build out projections and associated lift station demands assume that the City and its Urban Growth Area (UGA) are allowed to develop to a maximum reasonable population density of eight ERUs per acre.

## **10.5 Condition Assessment of the STEP Systems**

All STEP systems in Olympia have been installed in the past 30 years and have a life expectancy of at least 40 years. Since all STEP system pipes are made with PVC materials, problems with pipeline integrity are unlikely in the near future. Infiltration is also unlikely, since STEP systems are tightly sealed and pressurized, and installed using modern construction techniques.

STEP tanks, however, which are typically constructed of concrete, may over time develop structural issues related to corrosion. Hydrogen sulfide gas produced by STEP effluent is corrosive to concrete. While no active evaluation of the condition of existing tanks has been completed, there have been no documented structural failures of STEP tanks.

Similarly, STEP system pumps have been shown to last 20 or more years, with at most replacement of moving parts during regularly scheduled O&M service. However, given the large number of STEP systems installed in the last 20 years, it is anticipated that the Utility will be replacing STEP pumps at an increased frequency during the 20 year planning horizon. This investment is reflected in the capital facilities planning presented in this Plan. In general, STEP systems are currently performing adequately.

Commercial STEP systems requiring considerable City maintenance will continue to be a priority for conversion to gravity sewer service. These conversion projects will be prioritized as they become feasible.

## **10.6 Major Sewer Extensions**

Major extensions of sewer infrastructure will be needed to serve outlying areas of Olympia and its UGA. These projects are typically prompted by new development and therefore anticipated to be completed with private funding. As discussed under Strategy 1B3 in Chapter 9, the City is exploring options to encourage construction of regional sewer infrastructure in areas where development densities may not favor development-driven infrastructure projects, such as the South Bay Road and the Chambers extensions. Sewer extensions associated with transportation improvements may occur within the 20-year planning period of this Plan; these projects are authorized and managed by the Utility through the capital facility program. A figure showing locations of anticipated sewer extensions and associated lift stations is located in Appendix J.

## **10.7 Summary**

Based on the Condition and Capacity Assessments completed for the various types of wastewater infrastructure, needed projects are identified for funding in the next 20 years. The projects are summarized in Tables 10.1 - 10.5 below utilizing the funding categories currently used in the Capital Facility Plan (CFP).

The list of projects is tentative. It will be evaluated and refined during annual capital facility planning processes. However, it provides a projection of likely projects and their potential funding requirements. Many of the projects are proactive in nature. A discussion of funding of these projects, including whether a project is entirely or partially funded by rates and/or General Facility Charges, is included in Chapter 11.

Table 10.1 Repair and Replacement Projects				
No.	Project Name	Description	Cost (\$K)	Timing
1	Prioritized Repairs	Major repairs using trenchless technologies	\$593	Annual
2	Spot Repairs	Minor open-cut repair work	\$134	Annual
3	Manhole Repair and Replacement	Repairs of structural deficiencies and leaks	\$134	Every 3 years
4	Side Sewer Repairs	Repairs of City-owned laterals in right of way	\$30	Annual
5	STEP Rehabilitation Equipment	Replacement of STEP system equipment	\$233	Annual

Table 10.2 Lift Station Improvements				
No.	Project Name	Description	Cost (\$K)	Timing
6	Old Port 1 LS Construction	Upgrade station and install new force main	\$1,145	2020
7	Miller and Central LS Construction	Upgrade station and install new force main	\$940	2020
8	Miller and Ann LS Design	Design upgrades to lift station	\$110	2020
9	Miller and Ann LS Construction	Upgrade station	\$455	2021
10	Rossmoor LS Design	Design station upgrades and new force main	\$228	2021
11	Rossmoor LS Construction	Upgrade station and install new force main	\$948	2022
12	Old Port 2 LS Design	Design station upgrades and new force main	\$354	2023
13	Old Port 2 LS Construction	Upgrade station and install new force main	\$1,475	2024
14	Roosevelt and Yew LS Design	Design station upgrades and new force main	\$292	2025

Table 10.3 Sewer Extension Projects				
No.	Project Name	Description	Cost (\$K)	Timing
15	Neighborhood Sewer Extensions	Extension of public sewer into neighborhoods	\$426	Annual




Table 10.4 Summary Table of Wastewater Projects for 2020 - 2029

	Description	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
9021	9021 - Asphalt Overlay Adjustments										
	Asphalt Overlay Adjustments			14,000			14,000			14,000	
9703	9703 - Replacements and Repairs										
	Prioritized Repairs	593,000	593,000	593,000	593,000	593,000	593,000	593,000	593,000	593,000	593,000
	Spot Repairs	134,000	134,000	134,000	134,000	134,000	134,000	134,000	134,000	134,000	134,000
	Manhole Repair and Replacement		134,000			134,000			134,000		
	Side Sewer Repairs	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
	STEP Rehabilitation	233,000	233,000	233,000	233,000	233,000	233,000	233,000	233,000	233,000	233,000
	Asphalt for Sewer Repairs	29,000	29,000	29,000	29,000	29,000	29,000	29,000	29,000	29,000	29,000
9806	9806 - Lift Stations										
	Old Port 1 Lift Station Construction	1,607,000									
	Miller and Central Lift Station Upgrade Construction	940,000									
	Miller and Ann Lift Station Upgrade Design	110,000									
	Miller and Ann Lift Station Upgrade Construction		455,000								
	Rossmor Lift Station Upgrade Design		228,000								
	Rossmor Lift Station Upgrade Construction			948,000							
	Old Port II Lift Station Upgrade Design				354,000						
	Old Port II Lift Station Upgrade Construction					1,475,000					
	Roosevelt & Yew Lift Station Upgrade Design						292,000				
	Roosevelt & Yew Lift Station Upgrade Construction							1,214,000			
	Jasper and Eastside Lift Station Upgrade Design								230,000		
	Jasper and Eastside Lift Station Upgrade Construction									956,000	
	Woodfield Estates Lift Station Upgrade Design										115,000
9809	9809 - Pipe Extensions										
	Gravity Sewer Extensions						575,000				
	AC Force Main Upgrades, Phase 1						1,035,000				
	AC Force Main Upgrades, Phase 2										1,035,000
9810	Pipe Capacity Upgrades										
	4th Avenue Sewer		1,550,000								
	Jefferson Street Sewer (Phase 1)				2,230,000						
	Jefferson Street Sewer (Phase 2)								280,000		
	Columbia Street Sewer								480,000		
9808	9808 - Sewer System Planning										
	Sewer System Televising and Condition Rating Program	29,000	29,000	29,000	29,000	29,000	29,000	29,000	29,000	29,000	29,000
	Sewer Force Main Condition Assessment Program	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000
	Asset Management Implementation & Maintenance	29,000	29,000	29,000	29,000	29,000	29,000	29,000	29,000	29,000	29,000
9813	9813 - Onsite Sewage System Conversions										
	Neighborhood Sewer Extensions	426,000	426,000	426,000	426,000	426,000	426,000	426,000	426,000	426,000	426,000
9903	9903 - Infrastructure Pre-Design and Planning										
	Pre-Design and Planning	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
	ANNUAL TOTAL	\$ 4,448,000	\$ 4,158,000	\$ 2,753,000	\$ 4,375,000	\$ 3,400,000	\$ 3,707,000	\$ 3,005,000	\$ 2,915,000	\$ 2,761,000	\$ 2,941,000



Table 10.5 Summary Table of Wastewater Projects for 2030 - 2039

	Description	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
9021	9021 - Asphalt Overlay Adjustments										
	Asphalt Overlay Adjustments		14,000			14,000			14,000		
9703	9703 - Replacements and Repairs										
	Prioritized Repairs	593,000	593,000	593,000	593,000	593,000	593,000	593,000	593,000	593,000	593,000
	Spot Repairs	134,000	134,000	134,000	134,000	134,000	134,000	134,000	134,000	134,000	134,000
	Manhole Repair and Replacement	134,000			134,000			134,000			
	Side Sewer Repairs	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
	STEP Rehabilitation	233,000	233,000	233,000	233,000	233,000	233,000	233,000	233,000	233,000	233,000
	Asphalt for Sewer Repairs	29,000	29,000	29,000	29,000	29,000	29,000	29,000	29,000	29,000	29,000
9806	9806 - Lift Stations										
	Woodfield Estates Lift Station Upgrade Construction	476,000									
	East Bay Marina Lift Station Upgrade Design		153,000								
	East Bay Marina Lift Station Upgrade Construction			637,000							
	Holiday Hills Lift Station Upgrade Design				326,000						
	Holiday Hills Lift Station Upgrade Construction					1,359,000					
	Kempton Downs Lift Station Design						67,000				
	Kempton Downs Lift Station Construction							247,000			
	Colonial Estates Lift Station Design								115,000		
	Colonial Estates Lift Station Construction									424,000	
	Division & Farwell Lift Station Design										106,000
	Water Street Lift Station Replacement Design		1,058,000								
	Water Street Lift Station Replacement Construction			4,232,000							
9809	9809 - Pipe Extensions										
	Gravity Sewer Extensions	575,000					575,000				
	AC Force Main Upgrades, Phase 3					1,035,000					
9808	9808 - Sewer System Planning										
	Sewer System Televising and Condition Rating Program	29,000	29,000	29,000	29,000	29,000	29,000	29,000	29,000	29,000	29,000
	Sewer Force Main Condition Assessment Program	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000
	Asset Management Implementation & Maintenance	29,000	29,000	29,000	29,000	29,000	29,000	29,000	29,000	29,000	29,000
9813	9813 - Onsite Sewage System Conversions										
	Neighborhood Sewer Extensions	426,000	426,000	426,000	426,000	426,000	426,000	426,000	426,000	426,000	426,000
9903	9903 - Infrastructure Pre-Design and Planning										
	Pre-Design and Planning	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
	ANNUAL TOTAL	\$ 2,976,000	\$ 3,016,000	\$ 6,660,000	\$ 2,251,000	\$ 4,199,000	\$ 2,433,000	\$ 2,172,000	\$ 1,920,000	\$ 2,215,000	\$ 1,897,000



# Chapter 11

## Paying for the Plan

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## CHAPTER 11 – PAYING FOR THE PLAN

This chapter describes the current finances of the Wastewater Utility as well as summarizes the financial policies and funding needed to implement the Plan. The detailed financial report by the City's financial consultant, Financial Consulting Solutions Group (FCSG), is presented in Appendix H.

The Utility finances the infrastructure improvements and planning and program implementation services described in the Plan. Finances are managed separately for operations and capital improvements. Most revenue is from monthly rates charged to customers and general facilities charges (GFCs) charged for new sewer connections.

### 11.1 Revenue and Expenses

Revenue primarily comes from monthly rates and funds staffing and administrative expenses, capital projects, taxes, and depreciation and amortization of capital assets. Rate revenue increased from \$16.28 million in 2013 to \$19.81 million in 2018. About two-thirds of this revenue is the rate charged by LOTT Clean Water Alliance (LOTT) for wastewater treatment services. This LOTT revenue is collected by the City through monthly charges and is passed through to LOTT. GFCs supplement the capital budget.

Figure 11.1 illustrates the amounts generated from Utility rates and GFCs in 2018, excluding the \$12.7 million in 2018 revenues the City collected for LOTT.

For the 2018 Utility expenses, approximately 38 percent of the Utility's costs were attributable to capital projects and debt-service; the remaining 62 percent supported operations and administration expenses. The City's six-year Capital Facilities Plan (CFP) is updated each year by City Council. The CFP includes the capital projects identified in **Chapter 10**.

### 11.2 Assets and Liabilities

The Utility maintains a balance sheet of current and long-term assets and liabilities. Between 2013 and 2018, total assets increased from \$49.5 million to \$52.5 million. Current and long-term liabilities decreased from \$9.06 million to \$6.8 million. As of 2018, the City's long-term debt was \$6.2 million from two bonds, a Public Works Trust Fund loan, and a State Revolving Fund loan.

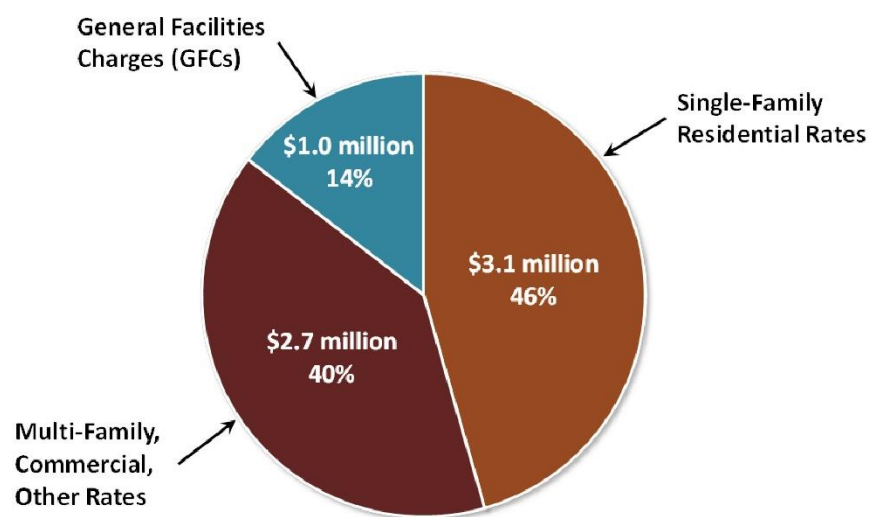


Figure 11.1 Categories of City Utility Revenue 2018



## 11.3 Rates and Rate Structure

The Utility's rate structure for all customers is based on equivalent residential units (ERUs). The ERU is based on the wastewater, also known as sewage, generated from residential and commercial sources. See section 2.3, Wastewater Flows, in **Chapter 2** for an explanation of how the ERU is calculated. See table 11.1 for the number of wastewater accounts by customer class.

The 2019 Utility rate for single-family customers is \$13.29 to \$21.47 per ERU per month. Gravity sewer, STEP system and community onsite sewage system customers pay the same monthly rate. In addition, the City collects monthly rates of \$39.80 per ERU, which is paid to LOTT for wastewater treatment services. See Appendix H for additional details on current rates, including for commercial and multi-family customers.

The Utility collects general facility charges (GFCs) from new developments. These charges are one-time fees that recover a proportionate share of the costs associated with existing and planned Utility infrastructure from newcomers to the City's wastewater system. Its purpose is to promote equity between existing and future customers. The GFC establishes a pro rata share of capitalized system costs attributable to new development, and imposes that cost as a condition of service. The current wastewater GFC is \$3,442 per ERU. While revenue generated by GFCs varies appreciably from year to year, annual revenues averaged approximately \$1.4 million over the past five years (2014-2018).

<b>Table 11.1</b> Number of City Wastewater Accounts by Customer Class as of May 1, 2019	
Residential	14,414
Multi-Family	755
Commercial	1,355
Government	132
<b>TOTAL</b>	<b>16,656</b>

## 11.4 Financial Policies

As an enterprise fund, the Utility is fully self-sufficient, relying solely on its own revenues for financial viability. The consultant's analysis of the Utility's ability to fund the Plan is based on a set of fiscal policies that define the City's minimum financial criteria. These fiscal policies relate to cash management, capital funding strategy, financial performance and rate equity.

### Cash Management

The City's policy is to maintain working capital and other reserves consistent with possible fluctuation in revenues and expenditures. Historically, the Utility's standard is to maintain a minimum operating fund balance equal to 10 percent of annual operating expenses (excluding payments to LOTT as a "pass-through" of revenue derived from LOTT's monthly rate). In addition, a capital contingency reserve equal to 5 percent of active capital appropriations is maintained in case of capital cost overruns or acceleration of capital expenditures.

It is worth noting that a change to a tiered flat-rate structured based on water usage for residential customers implemented in 2016 increased the volatility of Utility revenues. The primary reason for the increase in revenue volatility is that residential customers could choose to conserve water thereby falling

into a lower rate tier. In the two years since the volume-based rates were implemented, utility revenue has been at or above projected levels. However, an especially cool and wet summer could increase the number of customers at the lowest tier, decreasing revenue below projections

### Capital Funding Strategy

The City has two basic policies associated with providing ongoing capital funding resources:

- To require an equitable financial contribution from all new development; this requirement is met through the GFC. GFC revenues are used first to pay current Utility debt service payments, and second as a source of cash funding for future capital projects.
- To require existing ratepayers to support the City's full cost of providing service, including annual depreciation expense on Utility assets. Though depreciation is not a cash expense per se, the City uses depreciation expense as a basis for funding capital re-investment in the system. To avoid charging customers for the future replacement of assets that they are concurrently paying for through the debt service component of rates, the City's capital re-investment policy determines annual funding levels by deducting current debt principal payments from depreciation expense in the useful life of the infrastructure. This approach does not ensure full cash funding of system replacements, but is a common way to equitably charge current customers for use and decline of the system. It provides a major source of capital re-investment, which can be augmented with use of debt financing.

### Financial Performance

These policies include the requirement to maintain a balanced budget, to meet minimum reserve requirements and to set rates to ensure payment of annual debt service for revenue bonds.

## 11.5 Paying for the Plan

Implementation of the Plan will increase the average annual CFP funding from approximately \$1.5 million to \$3.9 million. Capital expenditures will total \$23.9 million between 2020 and 2025. Debt financing of a portion of these costs is not anticipated.

*The financial analysis established a hierarchy of capital funding:*

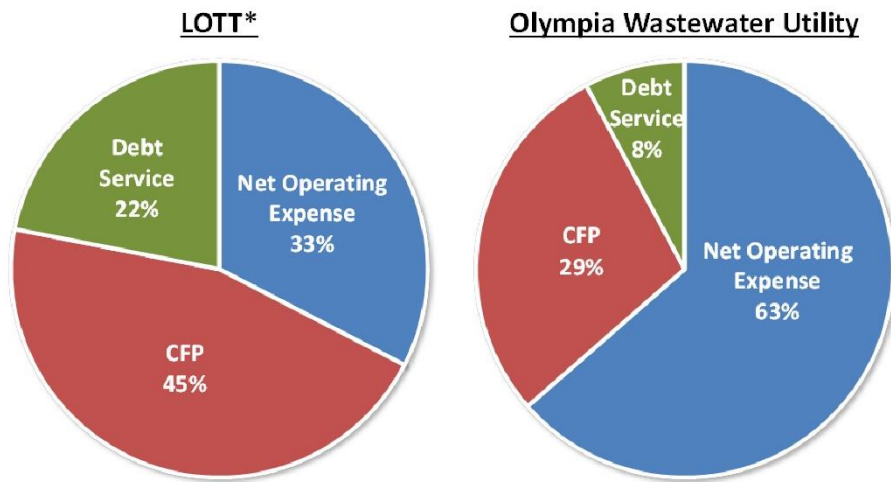
- First using available cash and investment resources; existing capital fund balances are used to directly fund project costs.
- Second, use Utility equity resources – ongoing revenue from GFCs to directly fund project costs.

*The following rates will fund Plan implementation:*

- Monthly City Wastewater Utility Rates: Annual rate revenue increases of 4.5 percent from 2020 – 2024.
- Increased GFC. An increase of 45 percent from \$3,442.00 to \$4,999.00 per ERU, to reflect the current pro rata share of system costs.

## 11.6 Comparison of LOTT and Olympia's Budget Categories

Implementation of the Plan is reflected in three budget categories: (1) net operating expense, (2) debt service (bonds and loans), and (3) capital facilities plan expense. Figure 11.2 shows this cost breakdown for each entity, for a two-year period.



\*Source: LOTT's 2013 Budget and Capital Improvement Plan, November 14, 2012.

**Figure 11.2 Comparison of LOTT and Olympia's Budget Categories, for a two-year period (2019 – 2020)**

The pie charts in Figure 11.2 indicate that LOTT's budget is capital project-intensive, while the City's Wastewater Utility budget is operations and maintenance-intensive. LOTT is responsible for funding the network of infrastructure that comprises the regional treatment and transmission system. The City's Wastewater Utility budget, by contrast, is smaller in scale and funds a variety of annual operating costs including taxes, interfund transfers, and City overhead in addition to more labor-intensive functions such as field work and customer service.

## 2019 Wastewater Plan Appendices

- A      \*WAC Checklist
- B      \*Fact Sheet
- C      \* Glossary of Terms and Acronyms
- D      \* List of Links and References
- E      \*History of Olympia's Sewer System
- F      \*Outline of Accomplishments
- G      \* Capacity Analysis Methodology
- H      \*Financial Analysis
- I      SEPA
- J      \*Maps

\* Items provided with August Draft

\*Items added to August Draft on October 9, 2019

## Appendix A

### Department of Ecology Requirements for General Sewer Plans

**WAC 173-240-050** (as of December 2017)

**General Sewer Plan**

- 1) All general sewer plans required of any governmental agency before providing sewer service are "plans" within the requirements of RCW 90.48.110. Three copies of the proposed general sewer plan and each amendment to it must be submitted to and approved by the department before implementing the plan.
- 2) The general sewer plan must be sufficiently complete so that engineering reports can be developed from it without substantial alterations of concept and basic considerations.
- 3) The general sewer plan shall include the following information together with any other relevant data as requested by the department. To satisfy the requirements of the local government jurisdiction, additional information may be necessary.

**Where in Plan each subsection of Section 3 is addressed**

Subsection	Description	Chapter(s) and/or Section in Plan
a	Purpose and need for the proposed plan.	1
b	Discussion of who will own, operate and maintain the systems.	3
c	Existing and proposed service boundaries.	2.1
d	Layout map to include the following (d.i-vii):	
d.i	Boundary lines of the municipality or special district to be sewered, including vicinity map.	2.1, Appendix J
d.ii	The location, size, slope, capacity, direction of flow of all existing trunk sewers, and the boundaries of the areas served by each.	Appendix J
d.iii	The location, size, slope, capacity, direction of flow of all proposed trunk sewers, and the boundaries of the areas to be served by each.	10, Appendix J
d.iv	The location of all existing and proposed pumping stations and force mains, showing which are existing and which are proposed.	10, Appendix J

d.v	Topography showing pertinent ground elevations and surface drainage, as well as proposed and existing streets.	Appendix J
d.vi	Streams, lakes, and other bodies of water. The location and direction of flow of major streams, the high and low elevations of water surfaces at sewer outlets, and controlled overflows, if any. All existing and potential discharge locations should be noted.	2, Appendix J
d.vii	Water systems. The location of wells or other sources of water supply, water storage reservoirs and treatment plants, and water transmission facilities.	2.7, Appendix J
e	The population trend as indicated by available records and the estimated future population for the stated design period. Briefly describe the method used to determine future population trends and the concurrence of any applicable local or regional planning agencies.	2.2
f	Any existing domestic or industrial wastewater facilities within 20 miles of the general plan area and within the same topographical drainage basin containing the general plan area.	3.6, Appendix J
g	A discussion of any infiltration and inflow problems and a discussion of the actions that will alleviate these problems in the future.	5, 8.7
h	A statement regarding provisions for treatment and discussion of the adequacy of the treatment.	2.8, 3.6
i	List of all establishments producing industrial waste, the quantity of wastewater and periods of production, and the character of the industrial wastewater insofar as it may affect the sewer system or treatment plant. Consideration must be given to future industrial expansion.	3.7
j	Discussion of the location of all existing private and public wells or other sources of water supply, and distribution structures as they are related to both existing and proposed domestic wastewater treatment facilities.	Not Applicable
k	Discussion of the various alternatives evaluated, and a determination of the alternative chosen, if applicable.	10
l	A discussion, including a table, that shows the cost per service in terms of both debt service and operation and maintenance costs, of all facilities (existing and proposed) during the planning period.	11, Appendix H
m	A statement regarding compliance with any adopted water quality management plan under the Federal Water Pollution Control Act as amended.	Not Applicable
n	A statement regarding compliance with the State Environmental Policy Act (SEPA) and the National Environmental Policy Act (NEPA), if applicable.	Appendix I

## Appendix B

### City of Olympia Wastewater Fact Sheet

August 2019

#### Population and Water Use

Population (2019): City = 52,770      UGA = 12,590

City of Olympia's WW utility (2015) has approx. 26,500 ERUs

Residential ERUs (incl. duplex) = 13,100; Multi-family = 7,200; Commercial and other = 6,200

1 ERU (for non-residential billing) = up to 700 cu. ft./mo. (170 gallons per day) for local collection and 900 cu.ft./mo. (220 gpd) for LOTT wastewater treatment

Average daily flow for SFR (2018) = 150 gpd (year round, including summer irrigation)

#### Flow

Base flow (2017; without I&I) to LOTT = 4.34 MGD

Peak Hour Flow (2017; with I&I) = 26.9 MGD

#### Infrastructure

Miles of gravity sewer mains = 187

Amount of gravity pipe video inspected ( 2019) = 100%

Miles of sewer force main = 9.5

Miles of STEP main = 27.5

Lift stations = 31

Septic Tank Effluent Pump (STEP) tanks (2019) = 1,800

Onsite Sewage Systems (OSS) in City (2019) = 2,100

OSS in UGA (2019) = 2,125

Grinder pump connections = 280+

Miles of grinder force main = 1+

#### Applicable sections of Olympia Municipal Code (OMC)

4.24.010B - Rates

13.08 Sewers – Sewer Connections, Rates, Area Service Charges, Violations

13.20 Wastewater System – Pretreatment Regulations

#### LOTT and National Pollution Discharge Elimination System (NPDES) Permit

- Held by LOTT, but all LOTT Clean Water Alliance Partners responsible to meet permit requirements
- Current permit's 5-year term is August 1, 2019 – July 31, 2024

#### 2019 Development Fees

Olympia Sewer GFC = \$3,442.00      LOTT CDC = \$6,049.21

#### 2019 Monthly Rates (adding \$1/mo. on every sewer account bill totals about \$180,000/yr.)

##### Residential:

SFR w/ or w/out ADU; mobile home; or each unit of duplex = \$53.09 to \$61.27/mo.

(LOTT=\$39.80 + City=\$13.29 to \$21.47)

Multi-family units larger than duplex (each unit) = \$42.89 (70% of 1 ERU rate)

##### Non-residential:

Up to 1 ERU water consumption (900 cu.ft./mo. for LOTT and 700 cu.ft./mo for the City) = \$61.27/mo.

Each additional 100 cu.ft./mo. water consumed: LOTT=\$4.29, City=\$3.07

#### Budget

Annual Wastewater Budget (2019) = \$7.19M (does not include LOTT wastewater service charge portion of monthly)

LOTT "pass thru" wastewater service charge = \$13.66M (2019; estimated)

Avg. Capital Projects/yr. = \$3.9M (6-Year CFP)

Debt Service & Interfund Transfers = \$1.3M (2019)

Operating Reserves = 10% of budge

1 psi = 2.3'

cu.ft. = cubic feet

1ccf = 100 cu.ft. = 25 gpd

1 cu.ft. = 7.5 gallons

1,000m<sup>3</sup>/day = 183 gpm

" " = 0.26 MGD

1 MGD = 695 gpm

mo. = month

gpm = gallons per minute

gpd = gallons per day

gpcd = gallons per capita per day

M = million

MGD = million gallons per day

GFC = general facility charge

CDC = capacity develop. charge

SFR = single family residence

ADU = accessory dwelling unit

I&I = infiltration and inflow

UGA = Urban Growth Area

LOTT=Lacey,Oly,Tumw,Thur Co.

ERU=Equivalent Residential Unit



## Appendix E

### History of Olympia's Wastewater System

The following brief historical summary is drawn mainly from Olympia's earlier wastewater management plans and historical records.

#### 1850-1950

Olympia was founded in 1850 with the establishment of the townsite. Most early settlers traveled from the central and eastern states, and were headed for the gold fields of California or Alaska, so non-Native American settlement in the South Sound area was sparse, and at first there were no public sewers or other utilities. By 1858 it became quite apparent that some control was necessary, if not for the public health then at least for a more pleasant environment. The first permanent sewers were installed in 1892. They were primarily short reaches flowing directly into Budd Inlet or the Deschutes Waterway. Sewers were expanded when needed, and the urgency of the situation usually prevailed over planning.

Until the mid-1950s, sewers carried both sanitary and storm flows in single pipes discharging into Budd Inlet. Adequate flushing and some dilution were seen as benefits over separate sanitary sewers. By the late 1940's and early 1950s, reports of pollution in Capitol Lake and Budd Inlet made it clear that significant sewer infrastructure improvements would be needed as Olympia grew. Work in the 1940s had identified the need for routing wastewater flows from Tumwater and the Olympia Brewery towards a future treatment plant.

#### 1950 - Present

The first sewage treatment plant was constructed at the site of the present LOTT facility, adjacent to the Port of Olympia, and began operation in 1952.

In 1955 the City mandated that storm and sewer flows be separated in future systems and initiated a program to improve the situation by treating wastewater at a cursory level prior to discharge. In 1955, a Pollution Control Commission study of water quality in Budd Inlet and Capitol Lake resulted in the closure of the lake and Budd Inlet south of Priest Point Park to recreational use. The commission recommended intercepting all wastewater to eliminate outfalls into Capitol Lake, West Bay and East Bay, and diverting it to the treatment plant.

In 1956, the Thurston-Mason County Health District found that pollution in Capitol Lake had declined since Tumwater began diverting its wastewater to the treatment plant; however, contamination of Budd Inlet had increased. Its report also recommended directing flows to the treatment plant.

In 1964, Olympia constructed Capitol Lake Park with a swimming area, which was open until pollution levels caused its closure in 1985.

In 1975, another study by the Pollution Control Commission found that effluent was present along several streets in northwest Olympia, probably because poor soils had led to failure of onsite sewage systems. To date, a fair amount of the older sewers in the downtown Olympia, Capitol neighborhood and parts of northeast Olympia remain as combined sewer systems that carry wastewater and stormwater to LOTT. See the Central Basin section of Chapter 5 for more detail.

The original treatment facility was owned and operated by the City of Olympia. The cities of Tumwater and Lacey began contracting with Olympia for sanitary sewage treatment in 1954 and 1969 respectively,

and the three cities and Thurston County formed the LOTT Partnership in 1976. Olympia continued to own and operate the treatment plant on behalf of the LOTT partnership until July 2001, when the LOTT Clean Water Alliance (as it is now called) was formalized as a separate organization.

See Chapter 3 for more information on the current LOTT Clean Water Alliance long-term management plan, facilities and programs.

## **Sewer System Planning**

During the past 50 years, Olympia's wastewater infrastructure has grown substantially and has been extended into the Urban Growth Area (UGA). In 1960, Olympia retained the Seattle consulting firm of Hill Ingman to complete the first comprehensive sewerage and drainage report. Olympia published its next Sanitary Sewer Comprehensive Plan in 1989, added Amendment No. 1 in 1992, and updated the Plan in 1997.

In the years 2002-2013, the City completed a thorough review and revision of the planning, design standards, operations and financing of the Wastewater Utility, which resulted in the 2007 and 2013 Wastewater Management Plans.

These plans have guided development of the infrastructure for conveying sewage to the treatment plant with minimal risk to public and environmental health. Under these plans, publicly owned pipe systems have been funded, constructed, repaired and maintained.

As the City has grown in the 20th and into the 21st century, the gravity sewer system has gradually expanded to serve areas annexed into the City and the outlying UGA. Extensions have been prompted by the need to serve new subdivisions or commercial centers, with limited systematic planning. The focus has been on serving individual developments at the time of permitting rather than providing comprehensive regional service.

Extensions typically have adequate capacity for existing and future needs as well as high quality construction. However, these development-driven extensions have sometimes resulted in "leap-frog" service, and many gaps in service remain within the developed area. Areas not served by gravity sewers have utilized onsite sewage systems, and many of these properties are relatively close to sewer lines. Also, the focus on individual developments has resulted in the use of alternative technologies, such as STEP systems, that are cost effective on the development scale, but increase public costs and liability.

Management of the Wastewater Utility occurs consistent with its current Wastewater Management Plan, development regulations and 6-year Capital Facilities Plan.

## Appendix D

### References

#### **City of Olympia**

- Olympia Municipal Code (OMC)
- Olympia's Engineering Design and Development Standards (EDDS)
- Olympia's Comprehensive Plan
- City of Olympia Water System Plan
- City of Olympia Storm & Surface Water Plan
- City of Olympia Wastewater Utility Sewer Overflow Emergency Response Plan

#### **Previous Olympia Wastewater Plans:**

- Wastewater Management Plan, 2013
- Wastewater Management Plan, 2007
- Sewage Disposal Master Plan and Final Environmental Impact Statement, 1997
- Sanitary Sewer Comprehensive Plan, Amendment No. 1, 1992
- Sanitary Sewer Comprehensive Plan, April 1989

#### **Thurston County**

- Thurston County Environmental Health
- Article IV, Sanitary Code of Thurston County
- Thurston County Onsite Sewage System (OSS) Management Plan
- 1996 North Thurston County Coordinated Water System Plan
- Sustainable Thurston
- WRIA 13 – Deschutes
- Deschutes TMDLs

#### **LOTT Clean Water Alliance**

- Sanitary Sewer Overflow Emergency Response Plan, 2006
- Wastewater Resource Management Plan, November 1998

#### **State of Washington**

- Department of Ecology (DOE) Water Quality Program
- DOE's Criteria for Sewage Works Design manual
- Washington Administrative Code (WAC)
- Revised Code of Washington (RCW)
- Growth Management Act

#### **United States**

- Environmental Protection Agency (EPA) Wastewater Programs
- The Clean Water Act
- The Safe Drinking Water Act



# Memorandum

**To:** Susan Clark, City of Olympia

**Date:** August 22, 2019

**From:** Chris Gonzalez, Project Manager  
Angie Sanchez Virnoche, Principal  
Eric Millinger, Project Consultant

**RE** 2019 Wastewater Rate & GFC Update

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The City of Olympia requested an update to its wastewater rates and general facilities charges (GFCs) to reflect the most recent estimates of operating and capital costs. Our analysis focuses primarily on the period from 2019 to 2024 using data from the 2019 Budget and the 2019 – 2039 Capital Facilities Plan (CFP) which was recently amended in August 2019. This memo explains the methodology, assumptions, and findings of our study in further detail.

### Wastewater Rate Update

The City's wastewater utility is responsible for funding its costs through user fees without relying on support from tax revenues or other General Fund resources. The revenue requirement analysis determines the amount of revenue needed to meet the utility's financial obligations including:

- Compliance with fiscal policies (e.g. system reinvestment, reserve funding)
- Operating and maintenance costs
- Administration and overhead
- Capital project expenditures
- Existing and new debt service obligations

The key elements of this analysis are discussed in further detail below.

### Financial Structure

The City maintains a fund structure and implements financial policies targeting management of a financially viable utility enterprise. The following funds are relevant to this analysis.

- **Wastewater Operating Fund (Fund 402):** Includes unrestricted resources that are used to fund operation and maintenance (O&M) expenses and all other costs that are not covered by other funds. Wastewater rate revenue and other operating revenues go into this fund.
- **Wastewater Capital Fund (Fund 462):** Includes resources that are restricted or otherwise set aside for capital purposes, such as GFCs and debt proceeds. The City funds its capital facilities plan (CFP) projects through this fund.

- **Water/Sewer Bond Redemption Fund (Fund 417):** This is the Bond Fund required by the City's outstanding bond covenants. It includes resources set aside for the payment of principal and interest on the utilities' outstanding revenue bonds.
- **Water/Sewer Bond Reserve (Fund 427):** This is the Reserve Account required by the City's outstanding bond covenants, including funds set aside to secure the utilities' outstanding revenue bonds. The City will be able to use these funds to make the final payments on the utilities' outstanding bonds or release them for other purposes after the outstanding bonds have been paid.

## Fiscal Policies

This analysis is based on a framework of fiscal policies that promote the financial integrity and stability of the wastewater utility. A brief summary of the key financial policies employed by the wastewater utility, as well as those recommended and incorporated in the financial program are discussed below.

### A. Reserve Funds

Like any business, a municipal utility requires certain minimum levels of cash reserves to operate – these reserves address variability and timing of expenditures and receipts, as well as occasional disruptions in activities, costs or revenues. Given the wastewater utility's responsibility to provide an essential service at a certain standard, protection against financial disruptions is even more important than it would be for a private sector or non-essential counterpart. In addition to protecting the utility against financial disruption, a defined reserve structure serves to maintain appropriate segregations of funds and to promote the use of resources for their intended purposes. The analysis reflects the following policy assumptions for the wastewater utility's reserves:

- The City's adopted financial policies require the utility to maintain a minimum balance equal to 10% of annual operating expenses in the Operating Fund. This policy intends to provide liquid "working capital" to accommodate cash balance fluctuations associated with differences in revenue and expense cycles along with other unforeseen variations in revenues or costs.
- The Capital Fund is assumed to maintain a minimum reserve balance equal to 5% of active capital appropriations as a capital contingency reserve. This policy intends to provide a source of funding for unanticipated capital needs, such as project cost overruns.
- The City's bond covenants define a minimum balance for the bond reserve based on the lowest of three measures: (a) 1.25 times total annual revenue bond debt service, (b) maximum annual revenue bond debt service, and (c) 10% of the initial principal amount for each outstanding bond.

### B. Capital Investment

The City has established two major policies related to capital investment.

- Existing ratepayers should bear a cost commensurate with the full cost of providing service, including both cash outlays and the decline in useful life of existing infrastructure (which is not a direct cash expense until asset replacement is required). Existing customers benefit from a system of infrastructure that has been funded through a combination of sources; this infrastructure deteriorates over its useful life and will eventually fail, requiring replacement.

- New development should make an equitable financial contribution to the wastewater utility. The GFC promotes equity between existing and future customers, representing a pro rata share of system capital costs attributable to new development. As provided for in Section 35.92.025 of the Revised Code of Washington (RCW), new customers pay the GFC as a condition of receiving utility service.

There are numerous approaches to defining a benchmark for annual system reinvestment. This analysis assumes that the wastewater utility sets a long-term goal of funding annual depreciation expense through rates, phasing this level of funding in over the study period to mitigate rate impacts. While this approach does not ensure full cash funding of system replacements, it provides a reasonable basis for equitably charging current customers for the decline in the value of the system attributable to their use of it.

### C. Financial Performance Standards

This analysis defines the amount of revenue needed in a given year to meet the wastewater utility's expected financial obligations in the context of two revenue sufficiency tests:

- **Cash Flow Sufficiency Test:** This test determines whether or not annual revenues are sufficient to cover the known cash requirements for each year of the planning period. These cash requirements typically include O&M expenses, debt service payments, rate-funded capital outlays, and any additions to reserve balances.
- **Coverage Test:** This test evaluates the utility's ability to meet applicable bond coverage requirements specified by the City's bond covenants and internal debt policies. Specifically, it determines "net revenue" as a percentage or multiple of annual parity bond debt service. For the purpose of this test, the City's bond covenants define "net revenue" as all earnings, revenue and money (except Assessments) net of operating expenses excluding depreciation and City-imposed taxes. This test generally does not allow the use of reserves to meet annual coverage obligations.

In determining the annual revenue requirement, the test with the greatest deficiency generally drives the rate increase in any given year. It is worth noting that the City can temporarily waive the requirements of the cash flow test as part of a conscious decision to phase in rate increases, as long as its reserve balances are sufficient to absorb the resulting cash flow deficit. The coverage test, however, must always be met as failure to do so may result in a downgrading of the City's bond rating.

### Operating Revenue & Expense Forecast

The forecast of operating revenues and expenses is initially based on the 2019 Budget, with adjustments for anticipated inflation and customer growth.

- Most operating costs are increased with anticipated inflation in the Seattle Consumer Price Index (CPI), which is assumed to vary between 2.0% and 2.1% per year based on the June 2019 forecast published by the State Economic and Revenue Forecast Council. Beyond the five-year period covered in the State's forecast, this analysis assumes an annual CPI inflation rate of 2.1%.
- The forecast of payments to LOTT for wastewater treatment is set to equal the projected revenue from LOTT's charges that the City passes on to its customers. These projections reflect assumed increases of 3.0% per year to LOTT's rates and the City's forecast of equivalent residential units (ERUs), which suggests an average annual growth rate of 1.96% during the study period.

- Variable operating costs such as electricity are assumed to increase by 4.0 – 4.1% per year, reflecting both CPI inflation and customer growth.
- Taxes are calculated based on projected revenues and applicable tax rates.
  - State excise taxes are computed based on projected revenues and the City’s tax reporting methodology. Most operating revenues (net of payments to LOTT) are split between collection and transmission, which are respectively taxed at 3.852% and 1.5%. To inform this analysis, the City allocated its sewer mains between collection and transmission based on pipe length using a definition established by the Washington State Supreme Court in *City of Spokane v. Washington State Department of Revenue (2001)*. The City’s analysis found that collection mains (mains with no upstream junctions except for side sewers) represented 44.8% of the total length of sewer mains in the City’s system. The remaining 55.2% of the pipe length was allocated to transmission, resulting in an effective wastewater revenue tax rate of about 2.55%. Note that this rate does not apply to GFC revenues and miscellaneous operating revenues, which are taxed at 1.5%.
  - Olympia utility taxes are computed as 10% of rate revenue (under City and LOTT rates) and other operating revenue.
  - Tumwater utility taxes are based on 6% of rate revenue received from customers that are within Tumwater’s corporate boundaries.
- Rate revenues are assumed to increase with growth in the customer base.
- Investment earnings are calculated from projected fund balances, assuming a near-term earnings rate of 1.0% per year.

## Capital Revenue & Expense Forecast

The City typically funds the cost of its CFP projects through a mix of existing cash balances, GFCs, grants, and new debt proceeds. Given the timing and magnitude of these costs, utility rates are more commonly used to pay for annual debt service associated with these projects (though certain projects or portions of project costs can be funded through rates).

**Exhibit 1** summarizes the 20-year CFP:

### Exhibit 1: CFP Project Cost Summary (\$000s)

Wastewater Capital Facilities Plan	2019 – 2024 CFP							2025-39 CFP	Total CFP
	2019	2020	2021	2022	2023	2024	Total		
Asphalt Overlays (9021)	\$ 12	\$ -	\$ -	\$ 14	\$ -	\$ -	\$ 26	\$ 70	\$ 96
Replacements & Repairs (9703)	1,307	977	1,105	977	977	1,105	6,448	21,615	28,063
Lift Stations (9806)	1,218	2,541	654	906	339	1,411	7,069	11,485	18,554
Sewer System Planning (9808)	128	93	93	93	93	93	593	1,395	1,988
Pipe Extensions (9809)	-	-	-	-	-	1,540	1,540	3,080	4,620
Pipe Capacity Upgrades (9810)	-	-	1,477	-	2,124	-	3,601	725	4,326
Onsite Sewage System Conversions (9813)	370	407	407	407	407	407	2,405	6,105	8,510
Infrastructure Pre-Design and Planning	44	250	250	250	250	250	1,294	3,750	5,044
<b>Total (2019 Dollars)</b>	<b>\$ 3,079</b>	<b>\$ 4,268</b>	<b>\$ 3,986</b>	<b>\$ 2,647</b>	<b>\$ 4,190</b>	<b>\$ 4,806</b>	<b>\$ 22,976</b>	<b>\$ 48,225</b>	<b>\$ 71,201</b>
Plus: Adjustment for Inflation	-	213	409	417	903	1,328	3,270	30,537	33,807
<b>Total Projected Capital Costs</b>	<b>\$ 3,079</b>	<b>\$ 4,481</b>	<b>\$ 4,395</b>	<b>\$ 3,064</b>	<b>\$ 5,093</b>	<b>\$ 6,134</b>	<b>\$ 26,246</b>	<b>\$ 78,762</b>	<b>\$105,008</b>



The capital project costs shown in **Exhibit 1** were provided by City staff and reflect an adjustment for assumed construction cost inflation at a rate of 5.0% per year. The financial forecast includes the development of a funding strategy for these costs based on the following principles:

- Any grants or contributions would be applied first to cover eligible project costs. *This analysis does not assume the availability of any such funds.*
- Low-cost loans, such as Public Works Trust Fund (PWTF) or State Revolving Fund (SRF) loan proceeds, would then be applied to eligible project costs. *This analysis does not assume the availability of any new loans.*
- The utility's cash resources are then applied as available to cover costs in excess of any grants or loans. Sources of cash for this purpose include the existing Capital Fund balance, GFC revenues, unspent bond or loan proceeds, rate-funded transfers for system reinvestment, and other transfers from the Operating Fund.
- Revenue bonds are issued to fund costs that exceed the utility's available cash resources. This analysis assumes a 20-year repayment term and an interest rate of 4% for new bonds. *The City has indicated a preference to fund capital needs on a "pay-as-you-go" basis, so this analysis does not assume any future bond issuance.*

**Exhibit 2** summarizes the 6-year capital financing strategy:

**Exhibit 2: Proposed CFP Funding Strategy (\$000s)**

Capital Fund Summary	2019	2020	2021	2022	2023	2024	Total
Beginning Balance	\$ 8,029	\$ 6,986	\$ 4,625	\$ 3,179	\$ 3,396	\$ 1,881	\$ 8,029
Plus: Interest Earnings	-	70	46	32	34	19	201
Plus: GFC Revenue	1,295	1,269	1,912	1,949	1,987	2,026	10,438
Plus: System Reinvestment Funding	741	782	991	1,300	1,556	2,550	7,920
Less: CFP Project Expenditures	(3,079)	(4,481)	(4,395)	(3,064)	(5,093)	(6,134)	(26,246)
Ending Balance	\$ 6,986	\$ 4,625	\$ 3,179	\$ 3,396	\$ 1,881	\$ 342	\$ 342
Minimum Balance (5% of Annual CFP)	\$ 154	\$ 224	\$ 220	\$ 153	\$ 255	\$ 307	\$ 307

**Exhibit 2** indicates that the City will have sufficient cash resources to pay for the projected capital costs without any additional debt issuance. This finding relies on the following assumptions:

- The wastewater utility adds an average of roughly 500 new ERUs per year, generating \$10.4 million in GFC revenue over the study period.
- The City increases rate-funded system reinvestment from \$741,000 to \$2,550,000 per year. As shown in **Exhibit 2**, the projected system reinvestment transfers will generate \$7.9 million in funding over the study period. **Exhibit 2** shows the Capital Fund ending 2024 with a balance of approximately \$342,000, which is only \$35,000 above the minimum balance of \$307,000 – this suggests that these increased transfers will be necessary in order to keep the Capital Fund balance at or above the minimum balance specified by City policy.

Given the capital funding strategy shown in **Exhibit 2**, the near-term financial forecast does not show any direct rate funding for the capital projects identified in the CFP. However, there are certain capital-related costs that will impact the estimated revenue needs:

- **Debt Service:** The wastewater utility currently has payment obligations for two revenue bonds. It is responsible for paying for debt service on the 2010 Bonds and 2.42% of the debt service on the 2013 Bonds. In addition, it has two outstanding loans: 1 Public Works Trust Fund (PWTF) loan for the Sleater-Kinney Sewer Line, and 1 State Revolving Fund (SRF) loan for the City's septic conversion program. The wastewater utility's annual debt service expense is currently about \$606,000, and is expected to drop to \$581,000 over the study period.
- **System Reinvestment Funding:** As shown in **Exhibit 2**, rates are expected to fund a system reinvestment funding transfer for \$741,000 in 2019 and \$782,000 in 2020. Based on the longer-term policy goals of funding transfers based on depreciation expense and cash-funding the wastewater utility's capital needs, this analysis increases the annual transfers to \$2,550,000 by 2024.

### Evaluation of Revenue Requirements

The revenue requirement analysis determines the annual revenue required to fund the projected operating expenses, capital costs, and policy-based requirements (e.g. reserve funding, system reinvestment funding).

**Exhibit 3** summarizes the annual revenue requirement forecast through 2024, indicating that the City's local wastewater rates are insufficient to cover the required reinvestment on top of the utility's local operating costs (excluding LOTT charges, which are covered by LOTT revenues) and debt service. This cash flow deficiency is expected to grow primarily due to the assumed increases in system reinvestment, but it is also worth noting that operating expenses are projected to increase by an average rate of 3.0% per year while revenues increase by just under 2.0% per year. The rate revenue strategy shown in **Exhibit 3** is set to cover the projected operating deficit and support the level of system reinvestment needed to cash-fund the utility's anticipated capital needs.

**Exhibit 3: Revenue Requirement Forecast**

Revenue Requirement Forecast	2019	2020	2021	2022	2023	2024
<b>Revenues</b>						
City Wastewater Rate Revenue	\$ 7,029	\$ 7,167	\$ 7,307	\$ 7,451	\$ 7,597	\$ 7,745
LOTT Wastewater Rate Revenue	13,662	14,347	15,067	15,824	16,618	17,452
Other Operating Revenue	34	35	36	37	38	40
<b>Total</b>	<b>\$ 20,724</b>	<b>\$ 21,549</b>	<b>\$ 22,410</b>	<b>\$ 23,311</b>	<b>\$ 24,253</b>	<b>\$ 25,238</b>
<b>Expenses</b>						
City Operating Expenses	\$ 5,848	\$ 6,018	\$ 6,199	\$ 6,386	\$ 6,583	\$ 6,787
LOTT Charges	13,662	14,347	15,067	15,824	16,618	17,452
Debt Service	606	604	606	602	604	581
System Reinvestment Funding	741	782	991	1,300	1,556	2,550
<b>Total</b>	<b>\$ 20,857</b>	<b>\$ 21,751</b>	<b>\$ 22,864</b>	<b>\$ 24,112</b>	<b>\$ 25,361</b>	<b>\$ 27,370</b>
Net Cash Flow	(\$ 133)	(\$ 202)	(\$ 453)	(\$ 801)	(\$ 1,108)	(\$ 2,133)
Bond Coverage at Existing Rates	2.42	2.50	2.36	2.27	2.16	2.12
<b>Annual City Wastewater Rate Increase</b>		<b>4.5%</b>	<b>4.5%</b>	<b>4.5%</b>	<b>4.5%</b>	<b>4.5%</b>
<b>Summary After Rate Increases:</b>						
Net Cash Flow	(\$ 133)	\$ 80	\$ 135	\$ 119	\$ 171	(\$ 465)
Debt Service Coverage	2.42	3.07	3.53	4.10	4.71	5.59
Operating Fund Ending Balance	\$ 2,975	\$ 3,054	\$ 3,189	\$ 3,308	\$ 3,479	\$ 3,014
Operating Fund Minimum Balance	\$ 1,951	\$ 2,037	\$ 2,127	\$ 2,221	\$ 2,320	\$ 2,424

**Current & Projected Wastewater Rates**

The City of Olympia's wastewater rates are composed of charges for the local City conveyance system and pass-through charges for LOTT wastewater treatment. Residential customers pay a fixed bimonthly charge, with a discounted rate applying to single-family customers using less than 500 cubic feet per bimonthly billing cycle. Commercial customers pay both a fixed bimonthly charge and a volume charge per hundred cubic feet (ccf) of their metered water usage – the LOTT volume charge applies to usage over 1,800 cubic feet per billing period; to recognize recent downward trends in water consumption, the City's local volume charge applies to usage over 1,400 cubic feet per billing period.

Consistent with the underlying assumptions used in the revenue requirement forecast, the LOTT rates are increased annually by 3.0% per year. Note that actual LOTT rates are subject to revision by LOTT's Board and may vary from the adjustments assumed in this analysis. **Exhibit 4** shows the wastewater rate forecast over the study period, assuming across-the-board adjustments to the existing wastewater rate structure.

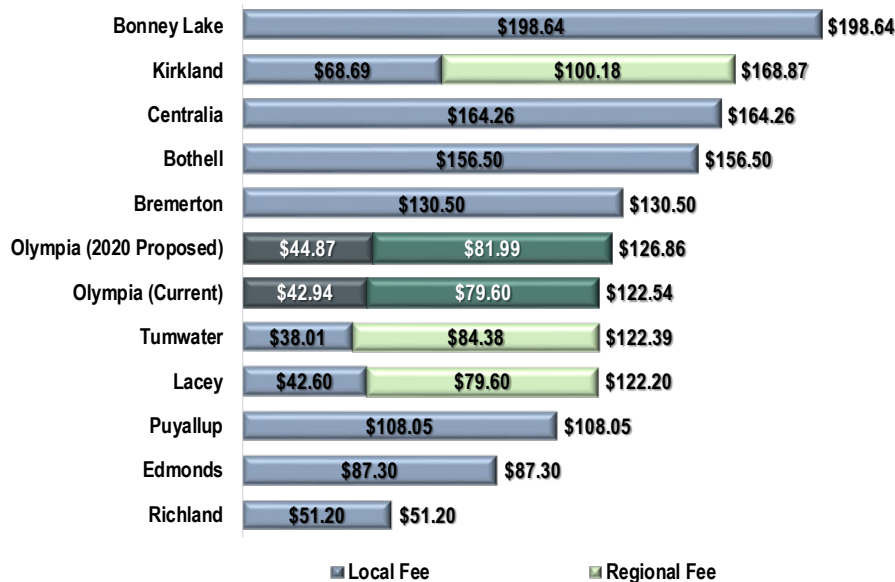
**Exhibit 4: Bimonthly Wastewater Rate Forecast**

Bimonthly City Wastewater Rates	2019	2020	2021	2022	2023	2024
<b>Projected City Rate Increases</b>		<b>4.50%</b>	<b>4.50%</b>	<b>4.50%</b>	<b>4.50%</b>	<b>4.50%</b>
<b>Assumed LOTT Rate Increases</b>		<b>3.00%</b>	<b>3.00%</b>	<b>3.00%</b>	<b>3.00%</b>	<b>3.00%</b>
Single-Family Residential - Standard						
City Fee	\$ 42.94	\$ 44.87	\$ 46.89	\$ 49.00	\$ 51.21	\$ 53.51
LOTT Fee	79.60	81.99	84.45	86.98	89.59	92.28
Total Fee	\$ 122.54	\$ 126.86	\$ 131.34	\$ 135.98	\$ 140.80	\$ 145.79
Single-Family Residential - Discounted						
City Fee	\$ 26.58	\$ 27.78	\$ 29.03	\$ 30.34	\$ 31.71	\$ 33.14
LOTT Fee	79.60	81.99	84.45	86.98	89.59	92.28
Total Fee	\$ 106.18	\$ 109.77	\$ 113.48	\$ 117.32	\$ 121.30	\$ 125.42
Multi-Family Residential (Per Unit)						
City Fee	\$ 30.06	\$ 31.41	\$ 32.82	\$ 34.30	\$ 35.84	\$ 37.45
LOTT Fee	55.72	57.39	59.11	60.88	62.71	64.59
Total Fee	\$ 85.78	\$ 88.80	\$ 91.93	\$ 95.18	\$ 98.55	\$ 102.04
Commercial						
City Fee for ≤ 1,400 cf	\$ 42.94	\$ 44.87	\$ 46.89	\$ 49.00	\$ 51.21	\$ 53.51
City Fee for Additional Water Usage	\$ 3.07	\$ 3.21	\$ 3.35	\$ 3.50	\$ 3.66	\$ 3.82
LOTT Fee for ≤ 1,800 cf	\$ 79.60	\$ 81.99	\$ 84.45	\$ 86.98	\$ 89.59	\$ 92.28
LOTT Fee for Additional Water Usage	\$ 4.42	\$ 4.55	\$ 4.69	\$ 4.83	\$ 4.97	\$ 5.12

**Exhibit 5** compares sample bills under the City's rates to those under the rates of other local jurisdictions.

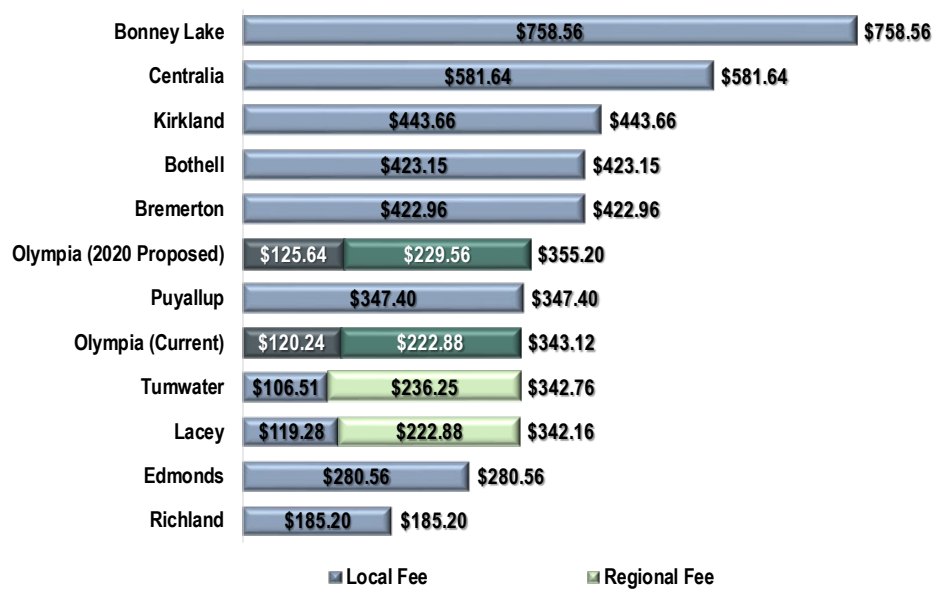
**Exhibit 5: Sample Bimonthly Bill Comparison**

**Single-Family Residential @ 1,200 Cubic Feet**

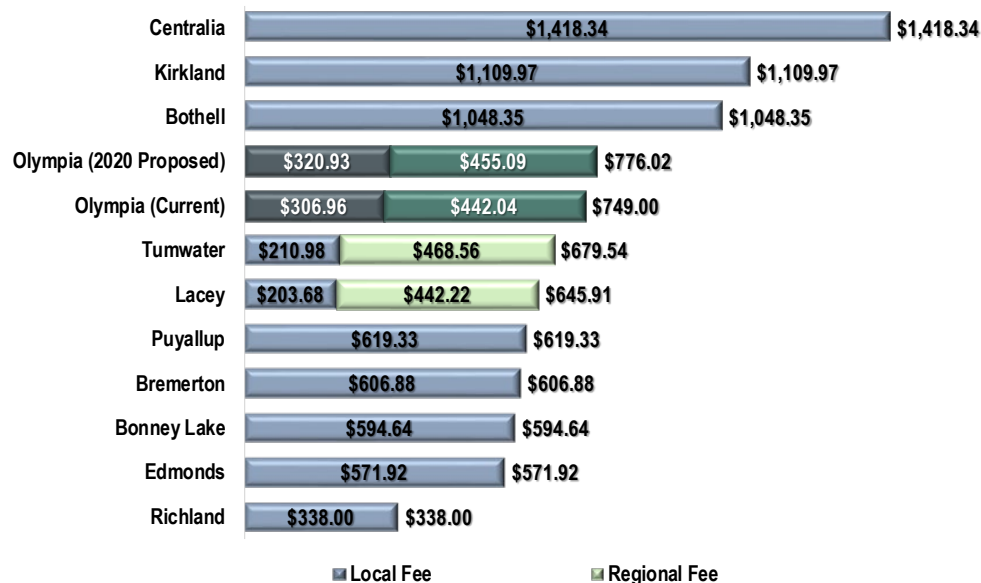


**Exhibit 5 (Continued): Sample Bimonthly Bill Comparison**

**4-Unit Multi-Family Residential @ 4,000 Cubic Feet**



**Commercial @ 10,000 Cubic Feet**



**Exhibit 5** suggests that under the City’s wastewater rates, the sample customers pay amounts that are reasonable in the context of what the other jurisdictions charge for service. With these types of comparisons, it is important to recognize that each utility’s rates are a product of a unique set of underlying operating conditions, management philosophies, and policy decisions.

**Affordability**

The Department of Health and the Department of Commerce’s Public Works Board use an affordability index to prioritize low-cost loan awards depending on whether rates exceed 2.0% of the median

household income for the service area. The median household income for the City of Olympia was \$55,539 in the 2013 – 2017 American Community Survey conducted by the U.S. Census Bureau, corresponding to a maximum annual wastewater bill of \$1,110.78, or \$185.13 bimonthly. The residential bills shown in **Exhibit 5** are significantly below this threshold, suggesting that the City's wastewater rate structure is reasonably affordable.

### GFC Update

GFCs are a form of connection charge authorized in Section 35.92.025 of the Revised Code of Washington (RCW). GFCs are imposed on new customers connecting to the system as a condition of service, in addition to any other costs related to connecting a customer to the wastewater system. The GFC is typically based on a blend of historical and planned future capital investment in system infrastructure; its underlying premise is that growth (future customers) will pay for growth-related costs that the utility has incurred (or will incur) to provide capacity to serve new customers.

The key components of the GFC calculation are described below.

- **Existing Cost Basis:** The GFC recovers a proportionate share of the cost of existing assets from growth. The total cost of the existing wastewater system is established from the City's fixed asset records, which indicate a total original cost of \$70.9 million for assets booked as of December 31, 2018. This initial cost basis is adjusted as follows:
  - \$13.4 million in assets that were donated or funded by grants are deducted from the cost basis on the premise that the GFC should only recover costs actually incurred by the wastewater utility.
  - \$18.5 million in estimated asset retirements are deducted from the cost basis to recognize that some of the CFP projects involve replacing existing assets. This adjustment is an alternative to excluding replacement project costs from the GFC cost basis, and recognizes that asset replacement project costs will generally cost more than the original construction costs included in the fixed asset schedule.
  - \$21.5 million in interest is added to the cost basis as allowed under RCW 35.92.025. Note that the GFC cost basis only includes up to 10 years of interest accrued on assets that are included in the cost basis.
  - \$20,777 in construction work in progress is added to acknowledge investments that the wastewater utility has made in capital projects that are currently underway, but that have not been booked as assets or included in future CFP cost projections.
- **Future System Costs:** The GFC recovers a proportionate share of costs associated with future capital projects from growth to recognize that growth either directly drives or otherwise benefits from these projects. Capital projects identified in the 20-year CFP are separated between expansion projects (which provide increased capacity needed for growth and are allocated only to new growth), and upgrade and replacement projects (which benefit both existing and future customers). For the purpose of this calculation, the CFP project cost estimates are expressed in 2019 dollars.

- **Customer Base:** The customer base is expressed in terms of ERUs. The City's ERU forecast indicates that the wastewater system will need to serve 37,507 ERUs by 2040, representing estimated capacity of 9,175 ERUs over the current customer base.

**Exhibit 6** summarizes the updated wastewater GFC calculation:

**Exhibit 6: Wastewater GFC Calculation**

Wastewater GFC Calculation	2019 Calculation	2013 Calculation
<b>Existing Facilities Component</b>		
Plant-In-Service as of Year-End 2018	\$70,861,259	\$51,209,831
Less: Contributed/Grant-Funded Assets	(13,434,160)	(11,896,681)
Less: Provision for Asset Retirements	(18,532,787)	(5,576,340)
Plus: Interest Accrued on Assets Included in GFC	21,472,598	21,347,149
Plus: Construction Work in Progress	20,777	12,241,135
Net Existing Cost Basis	\$60,387,686	\$64,683,309
Total Customer Base (Existing + Growth)	37,507	35,320
<b>Existing Facilities Charge per ERU</b>	<b>\$1,610</b>	<b>\$1,831</b>
<b>Future Facilities Component</b>		
CFP Costs Allocable to All Customers	\$44,562,805	\$20,181,744
Total Customer Base (Existing Plus Growth)	37,507	35,320
Charge for Facilities Allocable to All Customers	\$1,188	\$571
CFP Costs Exclusively Allocable to Growth	\$20,190,041	\$8,917,376
Projected ERU Growth	9,175	9,491
Charge for Facilities Exclusively Allocable to Growth	\$2,201	\$940
<b>Future Facilities Charge per ERU</b>	<b>\$3,389</b>	<b>\$1,511</b>
<b>Total Wastewater GFC per ERU</b>	<b>\$4,999</b>	<b>\$3,342</b>

The current wastewater GFC of \$3,442 per ERU is based on a calculation prepared as part of the City's 2013 Wastewater Management Plan update plus a 3% inflationary increase that the City implemented in 2016. The updated GFC per ERU, \$4,999 per ERU, represents an increase of \$1,557 (45%) over the existing GFC. Considering the information presented in **Exhibit 6**, the key driver for this increase is a substantial increase in the projected cost of CFP projects compared to the previous calculation. Offsetting the increase in the future facilities component of the charge is a decrease in the existing facilities component resulting from the fact that much of the projected CFP cost is attributable to projects that will replace existing assets.

**Conclusion**

The City of Olympia's wastewater utility is in solid financial condition and, through this document, has a financial plan which enables it to meet projected capital and operational requirements outlined in this plan while maintaining reasonably affordable rates. The financial plan includes the following key elements:

- Fiscal policies which provide for a stable and predictable level of capital funding from rates.
- A capital funding strategy which relies on cash resources including reserves, GFC revenues and policy-based rate funding. Additional loans and revenue bonds would be considered to augment



the cash funding sources as needed. In the event that additional debt issuance is required, the City should investigate and pursue low-cost loans and related assistance programs to the degree possible.

- An increase in the GFC to \$4,999 per ERU to reflect the current pro rata share of system costs. To be conservative, the revenue requirement analysis does not assume implementation of this charge – in the event that the City were to adopt it, it would increase the amount of cash funding available to the wastewater utility for CFP projects.
- A series of moderate 4.5% annual rate increases to accommodate projected operating and capital needs (shown in **Exhibit 3**), which results in a cumulative increase of roughly 25% from 2020 through 2024. Note that these projected increases are based on a series of assumptions discussed in this memo – though the recommended financial structure is robust enough to accommodate a variety of unforeseen circumstances, the City should regularly review the fiscal health of the wastewater utility.

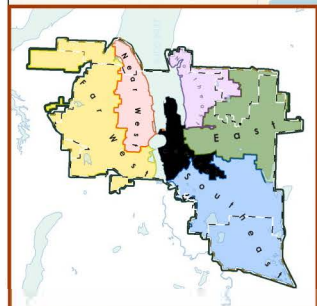
## Appendix M

### Maps - Wastewater Management Plan 2019



Lift Station Basins

Regional Basin



0 0.1 0.2 Mile  
 Created April 2019

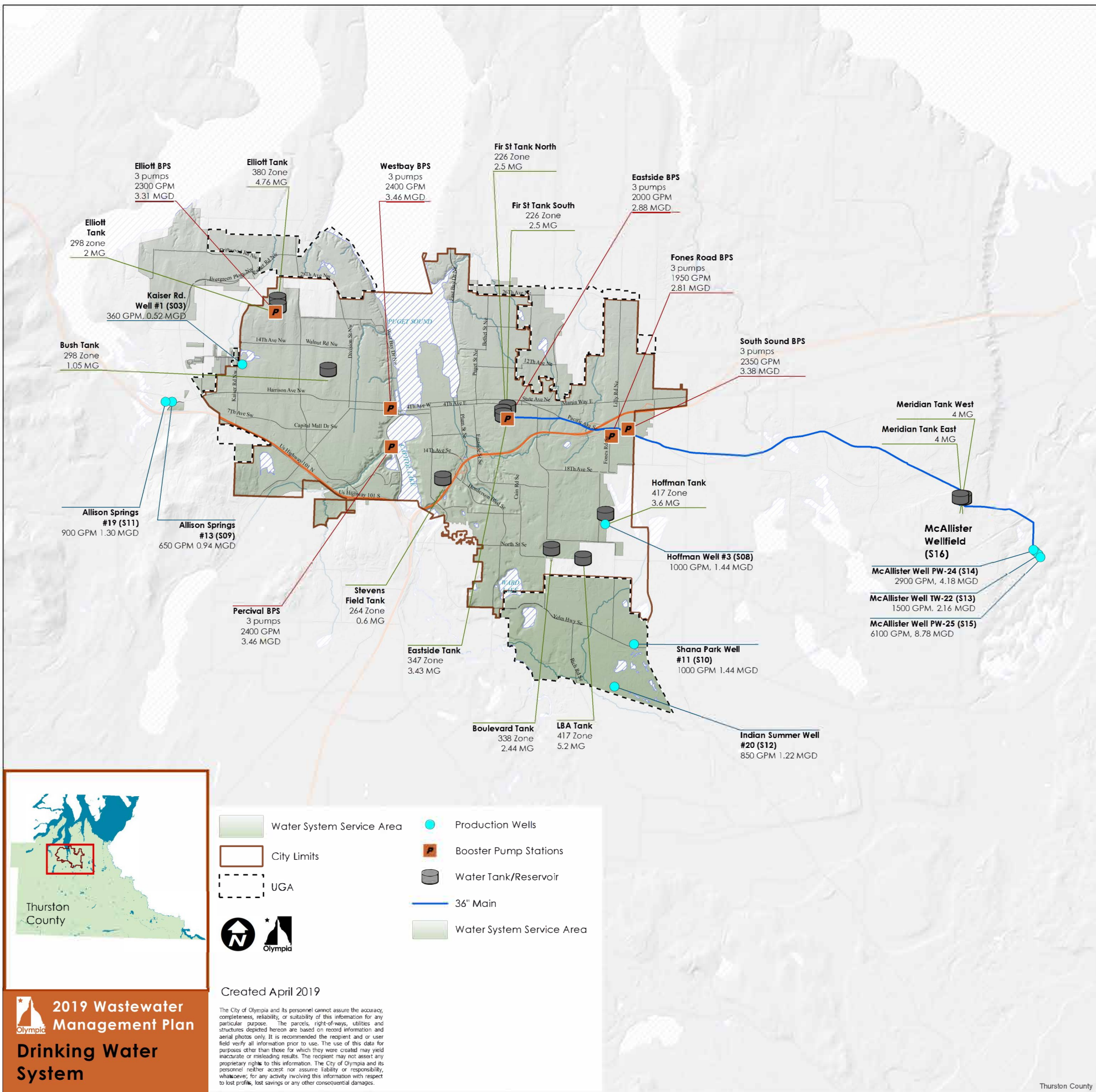
The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and/or user verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept nor assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.

#### Boundaries

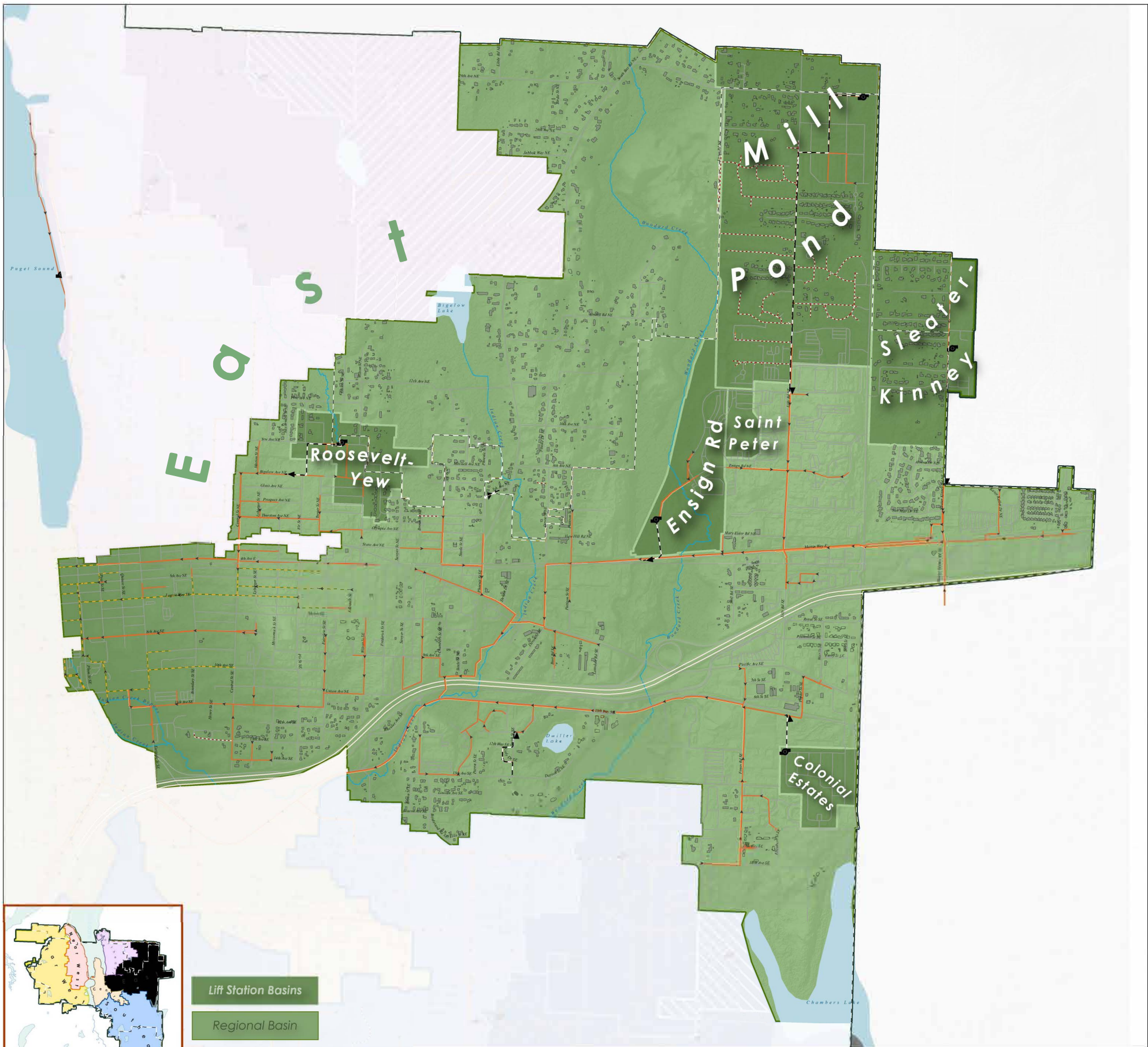
- Sewer Service Area
- City Limits
- Urban Growth Area

#### Sewer System Components

- LOTT Treatment Plant
- Lift Stations
- Structures on Septic Systems
- Force Mains
- Combined Storm/Sewer Main
- Sanitary Sewer Mains
- LOTT Outfall Pipes
- STEP Mains
- Streams







Lift Station Basins  
Regional Basin

0 0.15 0.3  
Mile  
Created April 2019

**Boundaries**

- Sewer Service Area
- City Limits
- Urban Growth Area

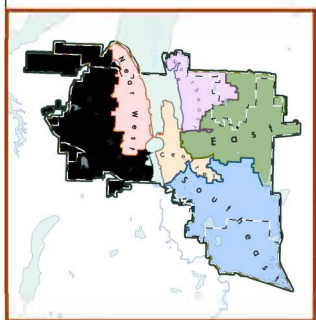
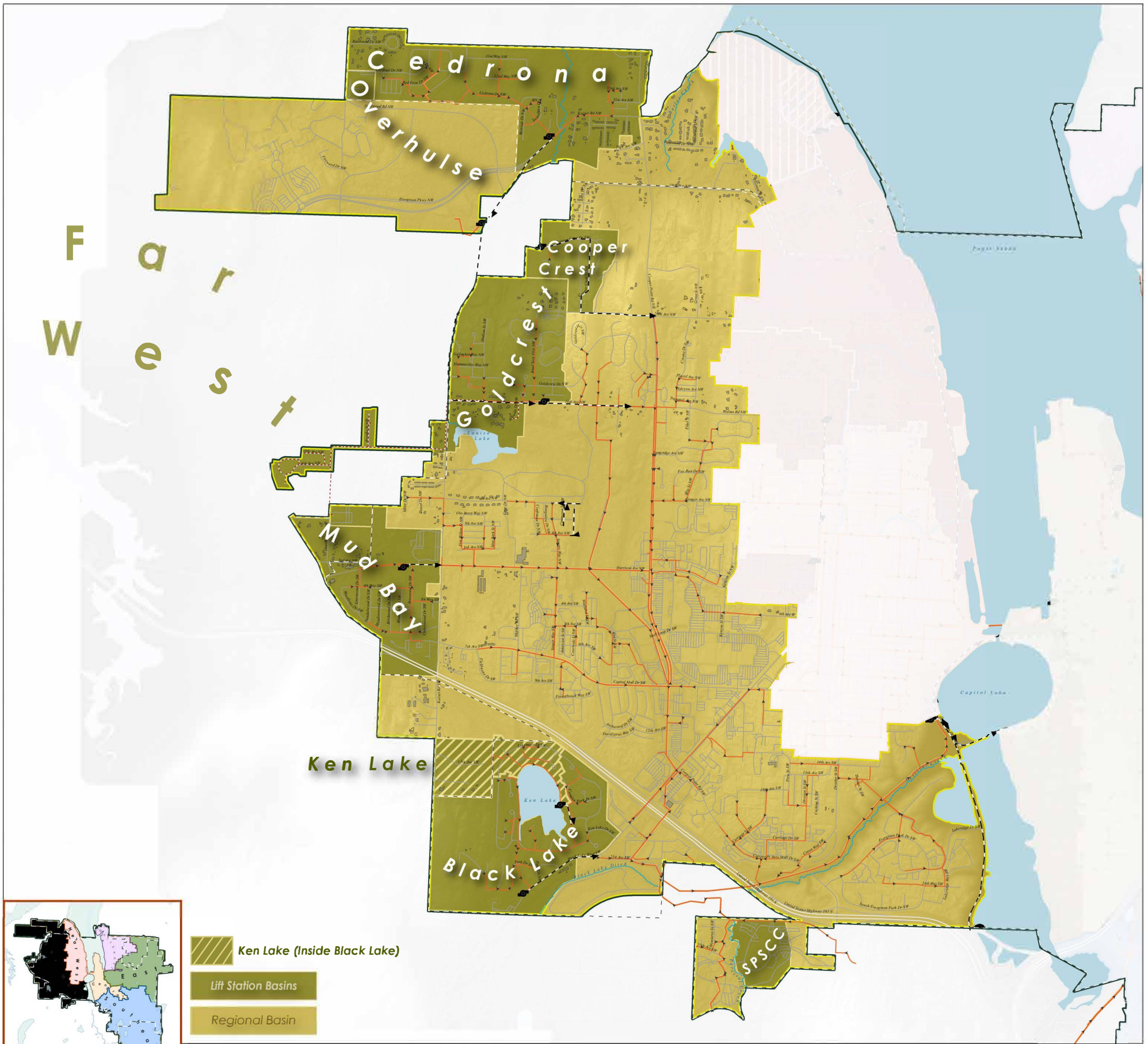
**Sewer System Components**

- LOTT Treatment Plant
- Lift Stations
- Structures on Septic Systems

- Force Mains
- Combined Storm/Sewer Main
- Sanitary Sewer Mains
- LOTT Outfall Pipes
- STEP Mains
- Streams

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- Ken Lake (Inside Black Lake)
- Lift Station Basins
- Regional Basin

0 0.2 0.4  
Mile

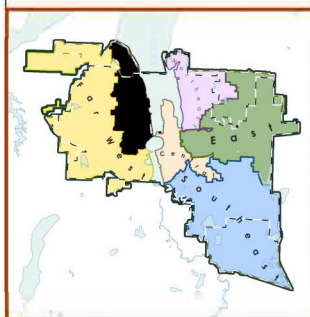
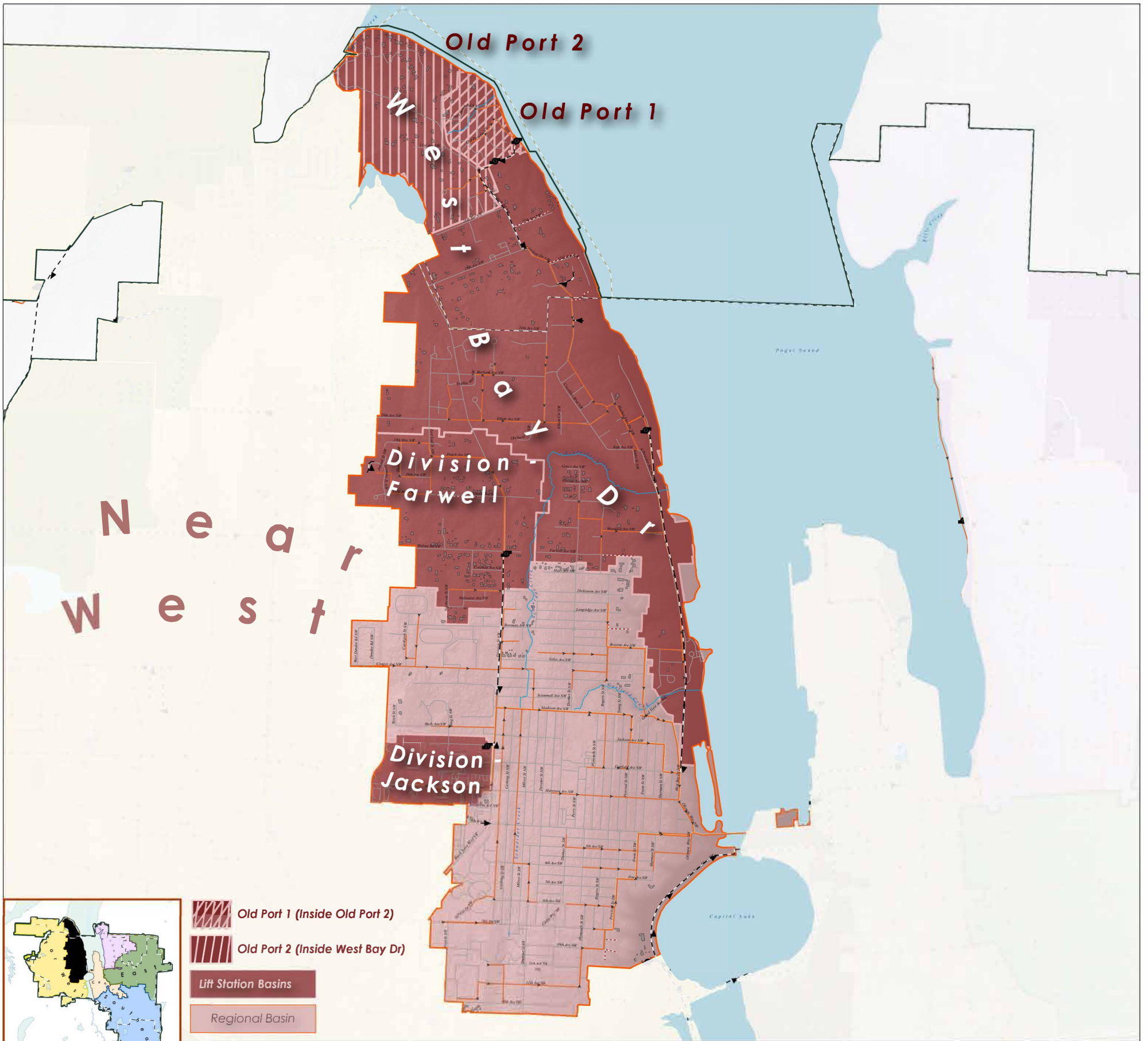
Created April 2019

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- Boundaries**
- Sewer Service Area
  - City Limits
  - Urban Growth Area

- Sewer System Components**
- LOTT Treatment Plant
  - Lift Stations
  - Structures on Septic Systems
  - Force Mains
  - Combined Storm/Sewer Main
  - Sanitary Sewer Mains
  - LOTT Outfall Pipes
  - STEP Mains
  - Streams





- Old Port 1 (Inside Old Port 2)
- Old Port 2 (Inside West Bay Dr)
- Lift Station Basins
- Regional Basin

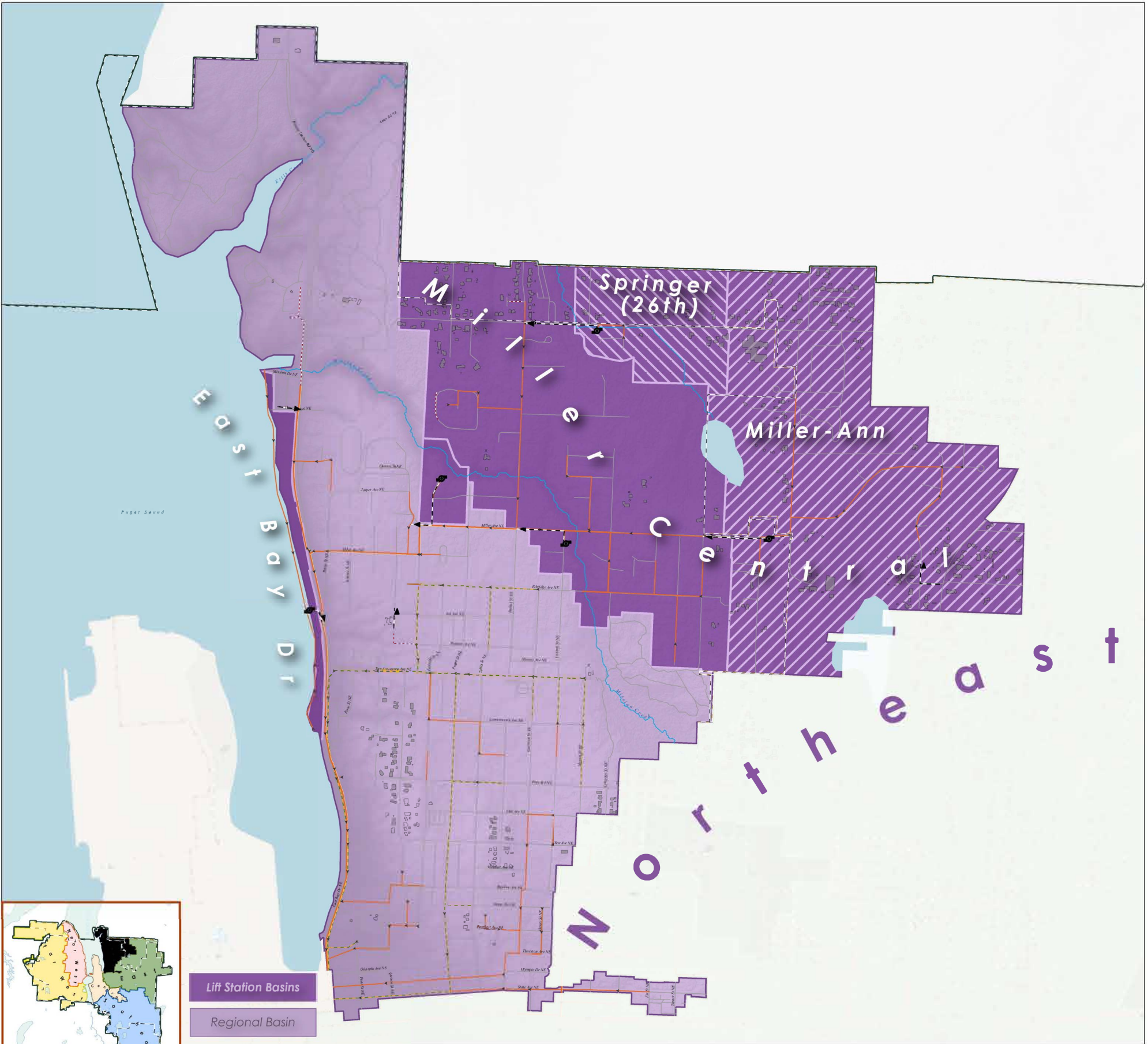
0 0.15 0.3  
Mile  
Created April 2019

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- Boundaries**
- Sewer Service Area
  - City Limits
  - Urban Growth Area

- Sewer System Components**
- LOTT Treatment Plant
  - Lift Stations
  - Structures on Septic Systems
  - Force Mains
  - Combined Storm/Sewer Main
  - Sanitary Sewer Mains
  - LOTT Outfall Pipes
  - STEP Mains
  - Streams





**2019 Wastewater Management Plan**  
**Northeast Regional Basin**

Lift Station Basins  
Regional Basin

0 0.1 0.2  
Mile  
Created April 2019

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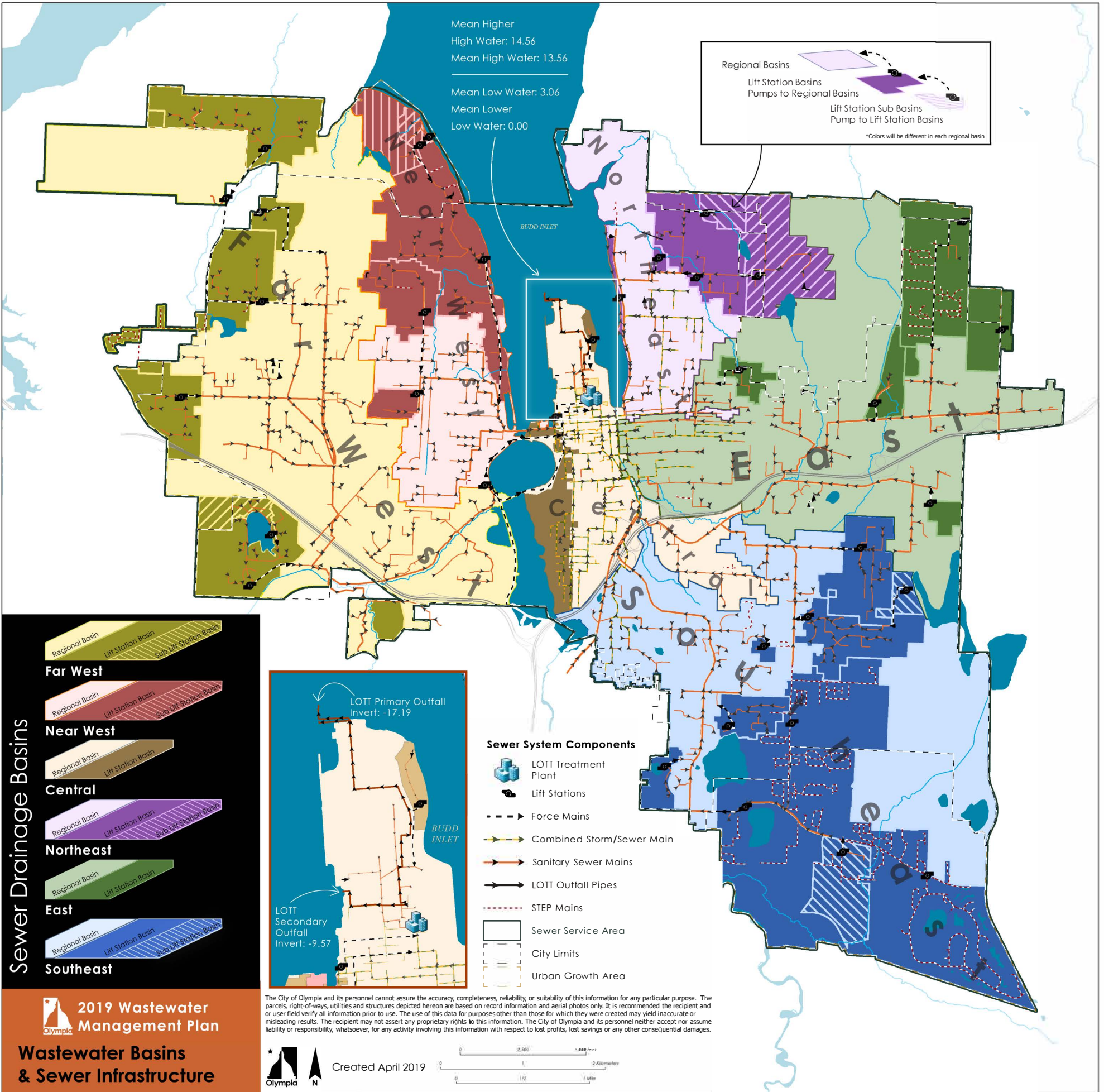
- Boundaries**
- Sewer Service Area
  - City Limits
  - Urban Growth Area

- Sewer System Components**
- LOTT Treatment Plant
  - Lift Stations
  - Structures on Septic Systems

- Force Mains
- Combined Storm/Sewer Main
- Sanitary Sewer Mains

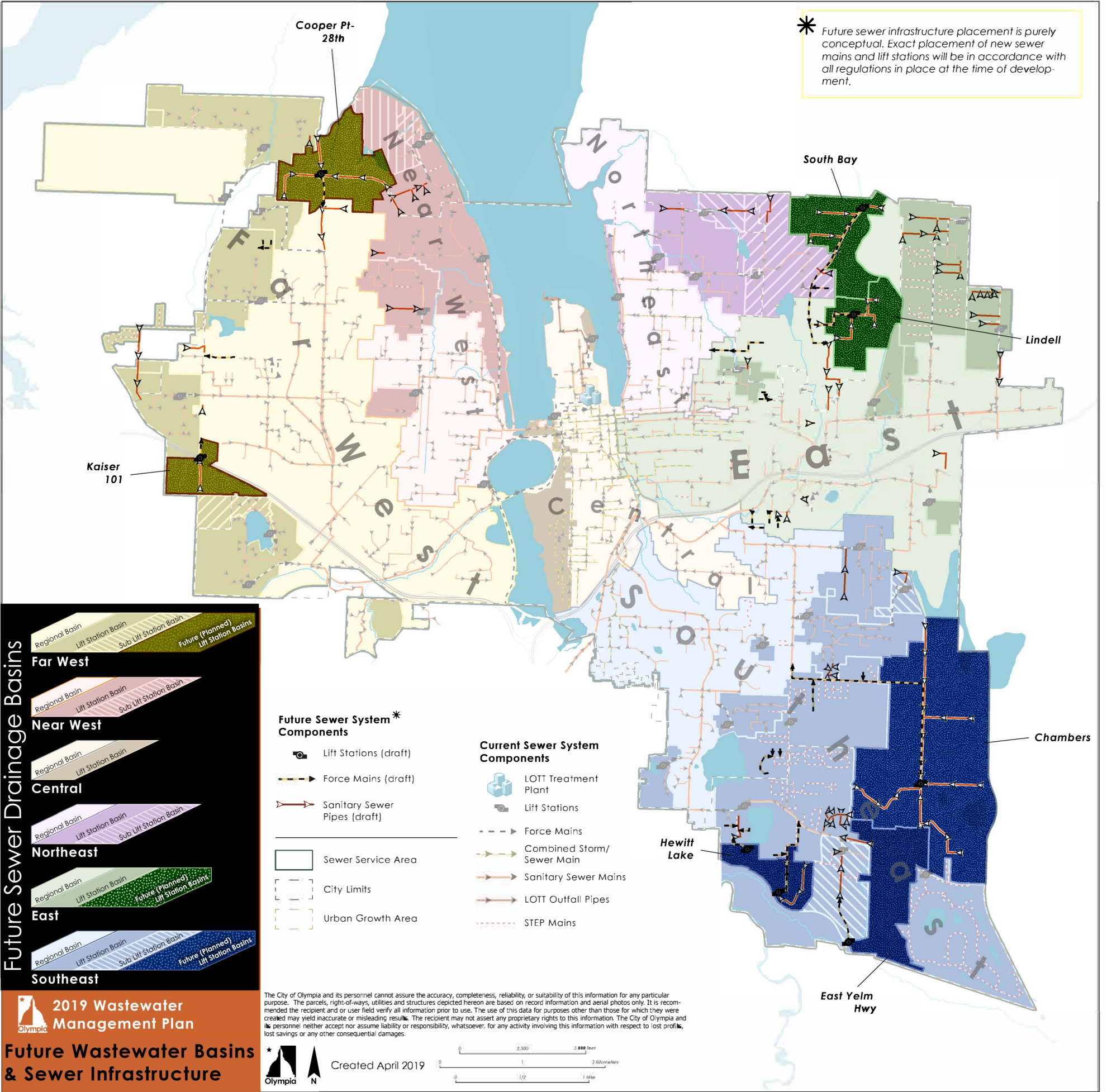
- LOTT Outfall Pipes
- STEP Mains
- Streams





Sewer Drainage Basins





\* Future sewer infrastructure placement is purely conceptual. Exact placement of new sewer mains and lift stations will be in accordance with all regulations in place at the time of development.

**Future Sewer Drainage Basins**

- Far West**
  - Regional Basin
  - Lift Station Basin
  - Sub Lift Station Basin
  - Future (Planned) Lift Station Basins
- Near West**
  - Regional Basin
  - Lift Station Basin
  - Sub Lift Station Basin
- Central**
  - Regional Basin
  - Lift Station Basin
- Northeast**
  - Regional Basin
  - Lift Station Basin
  - Sub Lift Station Basin
- East**
  - Regional Basin
  - Lift Station Basin
  - Future (Planned) Lift Station Basins
- Southeast**
  - Regional Basin
  - Lift Station Basin
  - Sub Lift Station Basin
  - Future (Planned) Lift Station Basins

**Future Sewer System\* Components**

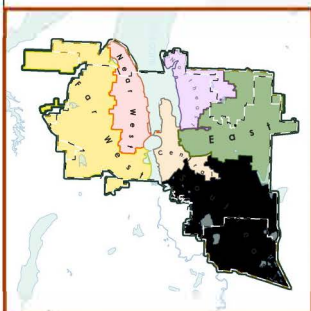
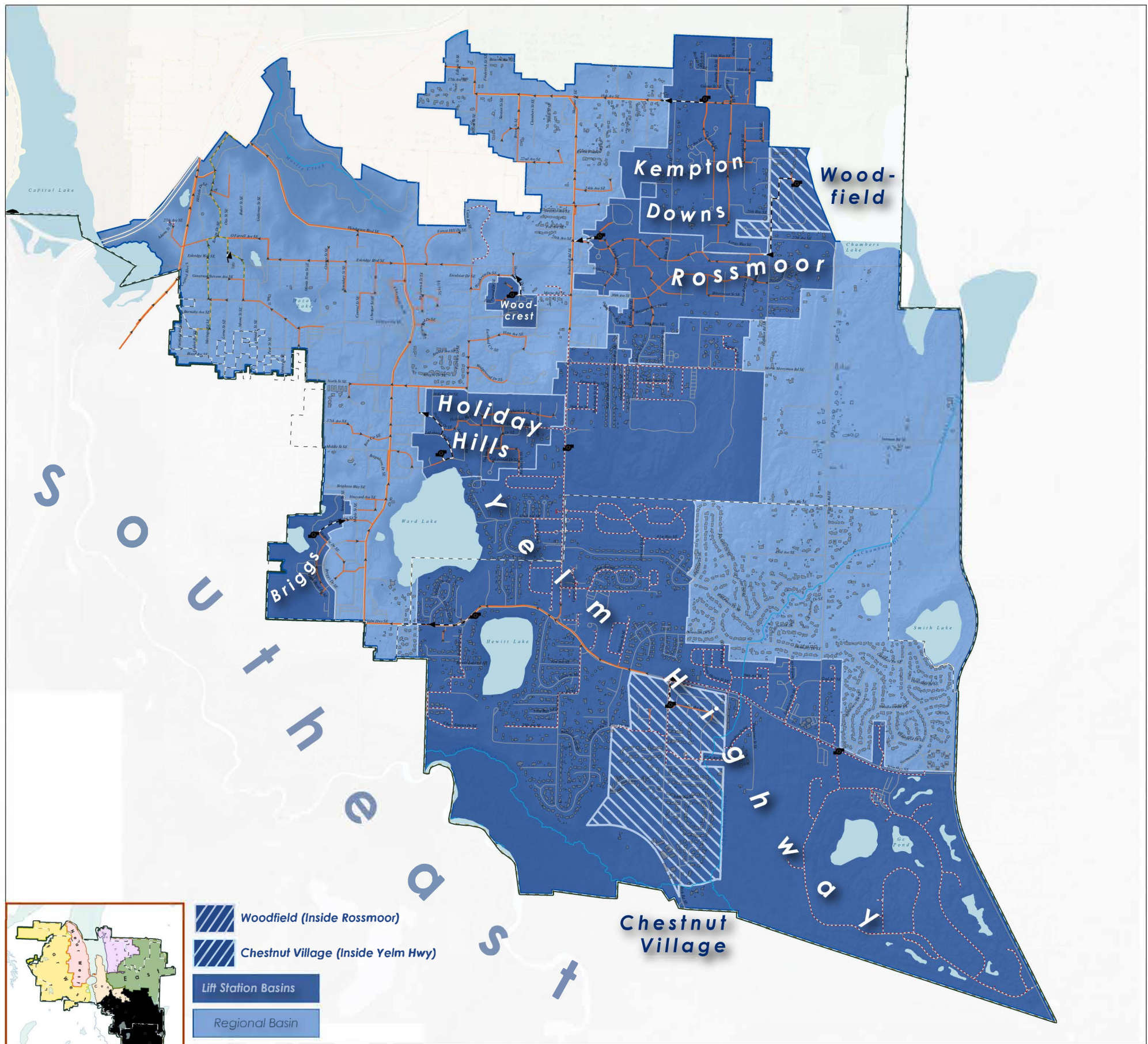
- Lift Stations (draft)
- Force Mains (draft)
- Sanitary Sewer Pipes (draft)
- Sewer Service Area
- City Limits
- Urban Growth Area

**Current Sewer System Components**

- LOTT Treatment Plant
- Lift Stations
- Force Mains
- Combined Storm/ Sewer Main
- Sanitary Sewer Mains
- LOTT Outfall Pipes
- STEP Mains

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- Woodfield (Inside Rossmoor)
- Chestnut Village (Inside Yelm Hwy)
- Lift Station Basins
- Regional Basin

0 0.175 0.35  
 Created April 2019

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- Boundaries**
- Sewer Service Area
  - City Limits
  - Urban Growth Area

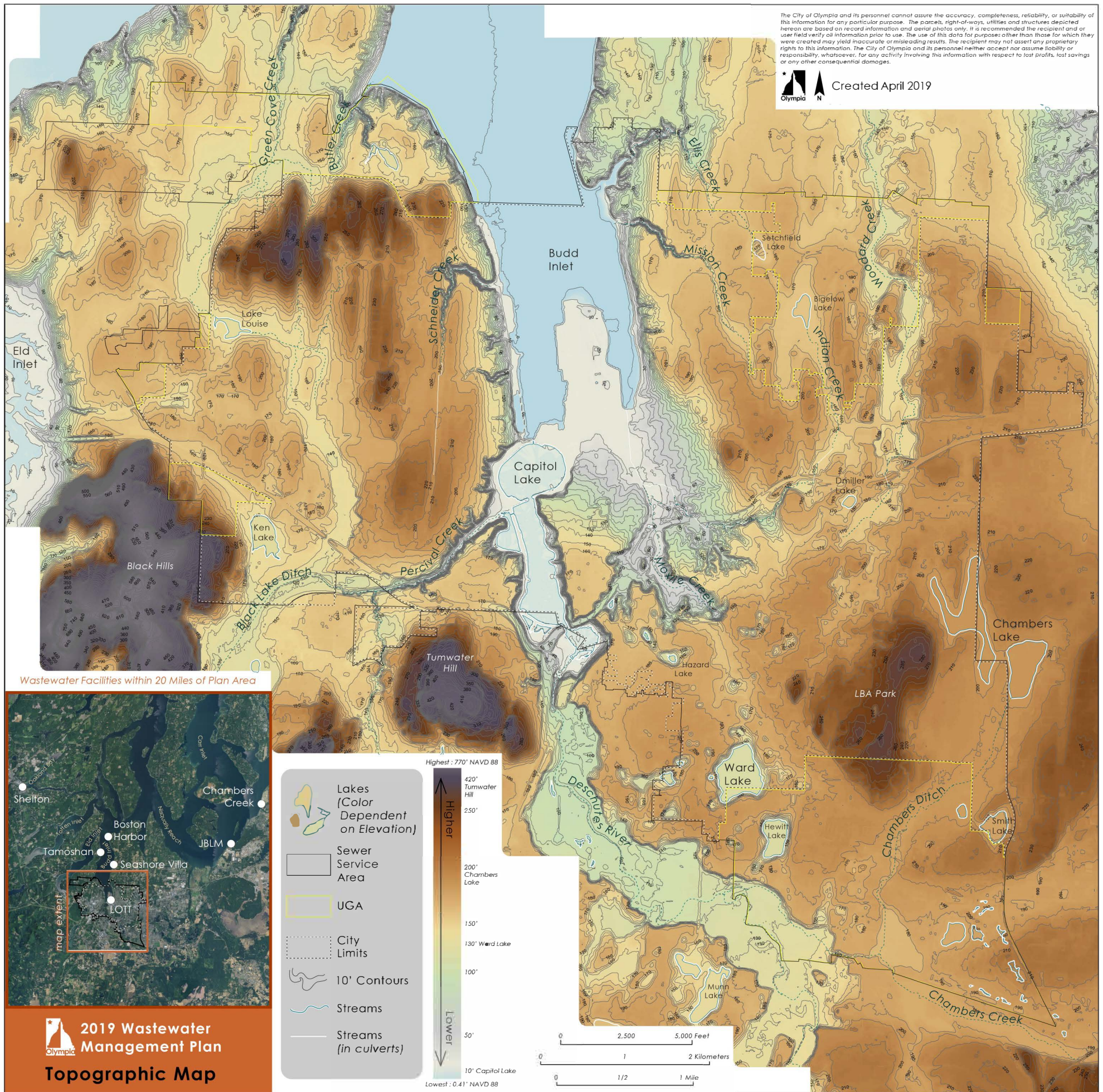
- Sewer System Components**
- LOTT Treatment Plant
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Created April 2019





## REVISIONS TO ADDRESS PUBLIC AND STAKEHOLDER COMMENTS

November 8, 2019

Location	Proposed Revision	Reason for Revision
Beginning of the Plan	Addition of a table of contents at the beginning of the document at finalization.	To address comment received from LOTT.
Executive Summary, Page 7	Revise project names in Table 1.3 as follows:  Rossmoor Upgrade Design Rossmoor Upgrade Construction	To correct spelling and to address public comment received from R.Wilson.
Chapter 2, Page 6	Commas will be added to the figures in Table 2.3 at finalization.	To address public comment received from R.Wilson.
Chapter 3, Page 9	Revise Section 3.5, paragraph three as follows:  <del>Coordination with neighboring jurisdictions will grow increasingly important as LOTT decentralizes wastewater treatment into satellite reclamation facilities.</del>	To address request received from LOTT.
Chapter 3, Page 10	Revise paragraph three, fourth sentence as follows:  This high quality water is reused for a variety of non-potable purposes.	To correct grammar and to address comment received from LOTT.
Chapter 3, Page 10	Revise paragraph 5 as follows:  <del>In many cases, the City of Olympia's neighborhood sewer systems connect directly into the LOTT interceptors. Because of these connections, problems in the City's wastewater system or in LOTT's LOTT pipes have the potential to cause problems for Olympia customers.</del>	To address public comment received from R.Wilson (statement not necessary).
Chapter 3, Page 11	Revise Table 3.4 at finalization to: 1) remove final row shading, and 2) shade rows containing facility titles (Budd Inlet Treatment Plant, Martin Way Reclaimed Water Plant).	To simplify table for the reader and to address comment received from LOTT.
Chapter 4, Page 11	Revise paragraph seven, third sentence as follows:  OSS owners have taken responsibility for the operation and maintenance of their systems – as evidenced by the 2100+ homeowners that are certified to inspect their OSS homeowner inspectors and an on-going compliance rate of about 87 percent.	Incorrect wording and to address public comment received from R.Wilson.



## City Council

### Emergency Approval of an Ordinance Adding a New Chapter 5.82 to Title 5 of the Olympia Municipal Code regarding Tenant Protections Related to COVID-19, First and Final Reading

**Agenda Date:** 10/6/2020  
**Agenda Item Number:** 6.A  
**File Number:**20-0749

---

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

---

#### Title

Emergency Approval of an Ordinance Adding a New Chapter 5.82 to Title 5 of the Olympia Municipal Code regarding Tenant Protections Related to COVID-19, First and Final Reading

#### Recommended Action

##### Committee Recommendation:

On September 17, 2020 the Land Use & Environment Committee recommended City Council take emergency action to adopt the ordinance on first and final reading as soon as possible

##### City Manager Recommendation:

Move to approve the ordinance adding a new chapter 5.82 to Title 5 of the Olympia Municipal Code regarding tenant protections related to COVID-19 on first and final reading.

#### Report

##### Issue:

Whether to approve an ordinance to protect tenants who have fallen behind in rent due to the COVID-19 pandemic.

##### Staff Contact:

Keith Stahley, Assistant City Manager, Executive, 360.753.8227

##### Presenter(s):

Keith Stahley, Assistant City Manager

#### Background and Analysis:

The ordinance under consideration would create a Rental Housing Code in Olympia Municipal Code (OMC) Chapter 5.82. It would establish temporary protections for tenants who have fallen behind in rent due to the COVID-19 pandemic.

King County adopted a similar ordinance in June 2020. The King County ordinance extends COVID-19 protections to renters in King County until March 1, 2021. The ordinance for Olympia recommended by the Land Use and Environment Committee would extend protections until July 1,



2021.

The ordinance authorizes a defense that a tenant may assert in court during a show cause hearing as to why the landlord should not be granted a writ of restitution restoring the landlord to the rental premises and evicting the tenant. It also provides a defense if a landlord refuses a tenant's request to enter into an installment repayment plan for unpaid rent due to the COVID-19 pandemic. The tenant has until October 1, 2021 or the sunset date of the ordinance, whichever occurs first, to pay the landlord in full for back rent. Late fees, interest and other charges are suspended and do not accrue commencing on the effective date of the ordinance until its sunset date.

The ordinance provides that the tenant's failure to pay rent was due to the following circumstances:

1. The tenant's illness;
2. Loss or reduction of income;
3. Loss of employment;
4. Reduction in compensated hours of work;
5. Business or office closure;
6. A need to miss work to care for a family member or child, where that care is uncompensated; or
7. Other similar loss of income due to the COVID-19 pandemic.

Repayment of rent owed is subject to the following conditions:

- a. The plan does not require the tenant to pay more than one-third of the overdue rent per month unless agreed to by the tenant in writing; and
- b. All rental debt accumulated resulting from the reasons in subsections A. and C. of this section shall be paid in full to the landlord by October 1, 2021 or the sunset date of this ordinance, whichever occurs first; and
- c. Late fees, interest or other charges due to late payment of rent shall not accrue from the commencement of the effective date of this ordinance until this ordinance sunsets as provided in OMC 5.82.030.B.

The Land Use & Environment Committee added language to the ordinance to express a legislative intent that the tenant's financial circumstances be considered in any reasonable repayment plan. The language added in subsection OMC 5.82.030.E.2 is as follows: "A reasonable written installment repayment plan shall be based on the tenant's individual financial, health and other circumstances, including the tenant's income, and shall be negotiated between the landlord and residential tenant in good faith . . ."

#### **ADOPTION AND ENFORCEMENT**

In order to pass as an emergency measure, this ordinance must be adopted by a majority plus one of the full Council per RCW 35A.13.190. This ordinance will sunset one year after its effective date, unless legislatively extended by Council.

The ordinance would be enforceable by the courts. The City of Olympia would not be involved in enforcement.

#### **OTHER PROTECTIONS IN PLACE**

The Washington State Governor's Proclamation 20-19.3, Evictions and Related Housing Practices,

which protects tenants from eviction due to inability to pay rent due to COVID-19, was extended on July 24, 2020 until October 15, 2020.

On September 1, 2020 the federal Center for Disease Control enacted a moratorium on evictions. This moratorium remains in effect until December 31, 2020.

Rental assistance is available through the Community Action Council (CAC). The program targets residents at or below 50 percent median income who have missed rent and meet other eligibility requirements. The program is funded with \$3.1 million by the CARES Act, having flowed through the State Department of Commerce and Thurston County to CAC. Also, since March, the City of Olympia has provided \$400,000 in funding for rental assistance administered by the Community Action Council.

Rental assistance for young adults, aged 18-24, who are most likely to become homeless or to suffer severe health consequences if evicted is also available through Community Youth Services (CYS). The program is funded with \$360,000 by the CARES Act, having flowed through the State Department of Commerce to CYS.

Landlords and tenants can learn more about these programs on the City of Olympia's web page ([www.Olympiawa.gov](http://www.Olympiawa.gov) <<http://www.Olympiawa.gov>>) or by connecting directly with the Community Action Council of Lewis Mason Thurston Counties ([www.caclmt.org](http://www.caclmt.org) <<http://www.caclmt.org>>) or the Community Youth Services (<<https://communityyouthservices.org>>).

**Neighborhood/Community Interests:**

Rental properties are spread throughout the City. 54 percent of the residential properties in Olympia are renter occupied.

Eleven people provided comments at the Land Use Committee meeting, with a majority in favor of the ordinance. Several public comments - both opposed and supportive of the ordinance and including renters and landlord/property owners - have been submitted to the City Council.

**Options:**

1. Move to approve the ordinance as an emergency measure on first and final reading
2. Consider the proposed ordinance and provide feedback and direction to staff and return to the Land Use Committee for further consultation.
3. Consider the ordinance and take no action.

**Financial Impact:**

No direct financial impacts to the City are anticipated.

**Attachments:**

Ordinance  
King County Ordinance  
Center for Disease Control's Order  
Proclamation 20-19.3  
CAC Rent Assistance Program flyer  
CYS Rent Assistance Program flyer

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

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, ADDING A  
NEW CHAPTER 5.82 TO TITLE 5 OF THE OLYMPIA MUNICIPAL CODE  
REGARDING A CITY OF OLYMPIA RENTAL HOUSING CODE**

**WHEREAS**, earlier this year, the World Health Organization announced that novel coronavirus (COVID-19) is officially a global pandemic; and

**WHEREAS**, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency because of COVID-19; and

**WHEREAS**, the Washington Governor also declared a State of Emergency due to new cases of COVID-19; and

**WHEREAS**, on March 24, 2020, the Olympia City Council passed Ordinance No. 7233 declaring a state of public health emergency in the City of Olympia. The Olympia City Council declared it will take all actions within its powers and resources to protect the public peace, health, safety and welfare of the residents and businesses of the City of Olympia due to the growing public health impacts of COVID-19; and

**WHEREAS**, on April 14, 2020, the Olympia City Council adopted Resolution No. M-2114 calling on Governor Jay Inslee to use the Governor's emergency powers to impose an immediate moratorium on residential and commercial rent payments, such that no resident of the City of Olympia or the State of Washington should be required to pay rent during the declared public health emergency or to suffer the accumulation of debt for unpaid rent, among other matters; and

**WHEREAS**, the impacts of the emerging public health crisis on the economy, employment, job retention, child care and businesses have resulted in and might continue to result in workers being unable to go to work because of illness; the need to care for children home from day care or school or for other family members without paid sick or vacation time; and reduced hours due to reduced demand, furlough or unemployment as businesses struggle during the state of the public health emergency; and

**WHEREAS**, pursuant to provisions of the Washington State Residential Landlord-Tenant Act, Chapter 59.18 RCW, an owner may not evict residential tenants without a court order, which under RCW 59.18.380 may be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction. Providing an additional defense to eviction for certain causes resulting from the COVID-19 pandemic within the City of Olympia is necessary to protect public health to support stable housing, decrease the likelihood that individuals and families will fall into homelessness and decrease exposure while the COVID-19 emergency exists; and

**WHEREAS**, in addition to the public health emergency caused by the COVID-19 pandemic, the Olympia City Council finds that the pandemic's effects have resulted in economic harm within the City of Olympia due to job loss or reduction of available work, lack of or inability to locate child care or care for family members, and that these unique challenges adversely affect and impact the ability of the City's residents to timely pay residential rent. The Olympia City Council further finds that it is appropriate to establish regulations supporting the issues of increasing housing security and enforcement mechanisms as they relate to rental housing within the municipal boundaries of the City of Olympia; and

**WHEREAS**, the Centers for Disease Control and Prevention (CDC) announced on September 1, 2020 a nationwide moratorium on residential evictions through the end of 2020 to prevent further spread of the coronavirus by publication in the Federal Register of an Agency Order under Section 361 of the Public Health Service Act; and

**WHEREAS**, it is the intent of the Olympia City Council to continue its commitment to maintain healthy, vibrant and diverse neighborhoods within the City of Olympia, while balancing the needs of landlords and tenants during the COVID-19 pandemic;

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

**Section 1. NEW CHAPTER 5.82.** A NEW CHAPTER 5.82, Rental Housing Code, is hereby added to Title 5 of the Olympia Municipal Code to read as follows:

## **CHAPTER 5.82**

### **Rental Housing Code**

#### **5.82.000 Chapter Contents**

##### **Sections:**

**5.82.010 Purpose and Intent.**

**5.82.020 Definitions.**

**5.82.030 Temporary COVID-19 rental enforcement restrictions.**

#### **5.82.010 Purpose and Intent.**

The purpose of this chapter is to establish regulations supporting housing security to reduce homelessness and to establish standards and enforcement mechanisms as they relate to rental housing within the municipal boundaries of the City of Olympia. It is the intent of the Olympia City Council to continue its long-term commitment to maintain healthy, vibrant and diverse neighborhoods within the City of Olympia. The regulations contained in this chapter balance the needs of the landlord, tenant, and the City of Olympia to ensure safe, healthy, and thriving rental housing within the City's municipal boundaries. The City recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Olympia's residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that this commercial venture is equitably undertaken. This chapter ensures housing security for current and future residents within the City of Olympia.

#### **5.82.020 Definitions.**

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter:

A. "Days" means calendar days unless otherwise provided.

B. "Dwelling unit" means a structure or part of a structure used as a home, residence, or sleeping place by one or more persons maintaining a common household, including, but not limited to, single-family residences and units of multiplexes, apartment buildings, mobile homes, and rooms for which occupancy is authorized by a written or oral rental agreement.

C. "Landlord" means a landlord as defined in and within the scope of RCW 59.18.030 and RCW 59.18.040 of the Residential Landlord Tenant Act of 1973 ("RLTA") in effect at the time the rental agreement is executed or occurs. As of the effective day of this ordinance, the RLTA defines "landlord" as "the owner, lessor, or sub-lessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sub-lessor including, but not limited to, an agent, a resident manager, or a designated property manager."

D. "Occupancy" means the formal designation of the primary purpose of the building structure or portion thereof.

E. "Owner" means the owner of record as shown on the last Thurston County tax assessment roll or such owner's authorized agent.

F. "Rent" or "rental amount" means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys' fees. PROVIDED, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant's obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.

G. "Rental agreement" means all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

H. "Tenant" means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement.

### **5.82.030 Temporary COVID-19 rental enforcement restrictions.**

A. During the term of the public health emergency Proclamations issued by the Governor related to the COVID-19 pandemic, including the Governor's Proclamation 20-05, and any amendments and extensions thereto, landlords, property owners, and property managers are prohibited from treating any unpaid rent or other charges related to a dwelling or parcel of land occupied as a dwelling as an enforceable debt or obligation that is owing or collectable, where such non-payment was as a result of the COVID-19 pandemic and its adverse economic impacts, and where it occurred on or after February 29, 2020, the date when the initial State of Emergency was proclaimed in all counties in Washington State. This includes attempts to collect, or threats to collect through a collection agency, by filing an unlawful detainer or other judicial action, withholding any portion of a security deposit, billing or invoicing, reporting to credit bureaus, or by any other means. This prohibition does not apply to a landlord, property owner, or property manager who demonstrates by a preponderance of the evidence to a court that the resident was offered, and refused or failed to comply with, a re-payment plan that was reasonable based on the individual financial, health, and other circumstances of that resident and tenant. The enforcement restrictions set forth herein shall only apply to rental payment amounts during the time the Governor's Emergency Proclamation 20-05, and any amendments and extensions thereto that are in effect.

B. OMC Section 5.82.030 shall automatically expire and shall be repealed without any other action by the Olympia City Council one year after the effective date of this Ordinance, unless extended by legislative action.

C. Where an unlawful detainer action is based on any reason enumerated in OMC Chapter 5.82, it is a defense to eviction if the eviction was initiated because of a failure to pay rent due before or by July 1, 2021. The defense is available only where the reason for termination of the tenancy is based on:

1. The tenant's failure to comply with a fourteen-day notice to pay rent or vacate under RCW 59.12.030(3); or
2. The tenant's habitual failure to comply with the material terms of the rental agreement to pay rent that causes the owner to serve a notice to comply or vacate or a notice to pay rent or vacate three or more times in a twelve-month period.

D. To assert the defense under subsection A. of this section, the residential tenant must prove by a preponderance of the evidence that the failure to pay rent was due to the following circumstances occurring as a result of the COVID-19 pandemic:

1. The tenant's illness;
2. Loss or reduction of income;
3. Loss of employment;
4. Reduction in compensated hours of work;
5. Business or office closure;
6. A need to miss work to care for a family member or child, where that care is uncompensated; or
7. Other similar loss of income due to the COVID-19 pandemic.

E. A tenant who fails to pay rent due before or by July 1, 2021, may elect to pay the overdue rent in installments if the failure to pay was due to one or more reasons in subsections C. and D. of this section. If an unlawful detainer action is based on the circumstances enumerated in subsections A. and C. of this section, it is a defense to eviction that the landlord refused a request by a tenant to enter into a reasonable repayment plan.

1. The reasons for which a landlord shall allow residential tenants to pay overdue rent on a repayment plan shall be due to one or more of the following circumstances occurring as a result of the COVID-19 pandemic as set forth in subsection D. above.
2. A reasonable written installment repayment plan shall be based on the tenant's individual financial, health and other circumstances, including the tenant's income, and shall be negotiated between the landlord and residential tenant in good faith, which shall include the following provisions:
  - a. The plan does not require the tenant to pay more than one-third of the overdue rent per month unless agreed to by the tenant in writing; and
  - b. All rental debt accumulated resulting from the reasons in subsections A. and C. of this section shall be paid in full to the landlord by October 1, 2021 or the sunset date of this ordinance, whichever occurs first; and
  - c. Late fees, interest or other charges due to late payment of rent shall not accrue from the commencement of the effective date of this ordinance until this ordinance sunsets as provided in OMC 5.82.030.B.

**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.** The Olympia City Council finds as a fact and declares that an emergency exists and that this Ordinance is necessary for the immediate preservation of public peace, health, safety, and welfare for the City's residents, therefore this Ordinance shall take immediate effect upon adoption, as provided by law.

\_\_\_\_\_  
MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**

**Mark Barber**

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

**PASSED:**

**APPROVED:**

**PUBLISHED:**





6/1/20  
Striking Amd 1

AS

Sponsor: Balducci, Zahilay, Kohl-Welles

Proposed No.: 2020-0191

**1 STRIKING AMENDMENT TO PROPOSED ORDINANCE 2020-0191, VERSION**

**2 3**

3 On page 1, beginning on line 4, strike everything through page 9, line 178, and insert:

4 "BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

5 **SECTION 1. Findings:**

6 A. Public health - Seattle & King County activated the Public Health

7 Departmental Emergency Operations Center on January 21, 2020, for a significant health  
8 emergency caused by the COVID-19 virus. Governor Jay Inslee declared a state of  
9 emergency in response to the cases of COVID-19 in Washington state on February 29,  
10 2020, and on March 1, 2020, the King County executive issued a proclamation of  
11 emergency.

12 B. The COVID-19 virus was declared a pandemic by the World Health

13 Organization on March 11, 2020.

14 C. As of April 18, 2020, 11,802 people in Washington state have been diagnosed  
15 with and 624 people have died from COVID-19.

16 D. On March 23, 2020, Governor Inslee issued a proclamation entitled "Stay  
17 Home - Stay Healthy," prohibiting all people in the state from leaving their homes or  
18 place of residences except either to conduct or participate in essential activities or for

19 employment in essential business services, or both, until April 6, 2020. On April 2, 2020,  
20 Governor Inslee extended the "Stay Home - Stay Healthy" proclamation to May 4, 2020.  
21 On April 27, 2020, Governor Inslee adjusted and extended the "Stay Home – Stay  
22 Healthy" proclamation to May 31, 2020.

23 E. Public health - Seattle & King County has recommended that people at higher  
24 risk of severe illness stay home and away from large groups of people as much as  
25 possible. People at higher risk include people: over sixty years old; with underlying  
26 health conditions, including heart disease, lung disease or diabetes; with weakened  
27 immune systems; and who are pregnant.

28 F. Public health - Seattle & King County has recommended that employers take  
29 steps to make it more feasible for their employees to work in ways that minimize close  
30 contact with large numbers of people, including maximizing telecommuting options and  
31 maximizing flexibility in sick leave benefits for those who are ill or at high risk.

32 G. Persons with underlying health conditions are at greater risk of fatality if they  
33 contract COVID-19, and preventing individuals from becoming higher-risk patients will  
34 protect the public health, safety and welfare of the region.

35 H. The impacts of the emerging public health crisis on the economy,  
36 employment, job retention, child care and businesses have resulted in and might continue  
37 to result in: workers being unable to go to work because of illness; the need to care for  
38 children home from day care or school or for other family members without paid sick or  
39 safe time; and reduced hours due to reduced demand, furlough or unemployment as  
40 businesses struggle during the state of emergency.

I. The impacts of the forced closure of businesses will be felt most by small businesses and nonprofits, which typically have smaller profit margins, smaller cash reserves, and less access to capital than larger for-profit businesses.

J. Those risks are compounded especially for workers without paid sick or safe time, those in the "gig economy" and others without protections that help stabilize income. Historically disadvantaged populations are already at greater risk of eviction. Compounding existing risk with the impacts from the COVID-19 emergency may increase the likelihood of exposure, spread and contraction of the virus.

K. Pursuant to provisions of the Washington state Residential Landlord-Tenant Act, chapter 59.18 RCW, an owner may not evict residential tenants without a court order, which under RCW 59.18.380 may be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction. Providing an additional defense to eviction for certain causes resulting from the COVID-19 pandemic is necessary to protect public health to support stable housing, decrease the likelihood that individuals and families will fall into homelessness and decrease exposure while the COVID-19 emergency exists.

L. On March 18, 2020, Governor Inslee issued Proclamation 20-19 prohibiting eviction actions based on nonpayment of rent until April 17, 2020, which was extended until June 4, 2020, with additional tenant protections. Under the emergency proclamation, renters are still obligated to pay landlords, resulting in potentially significant accumulated debt for those who defer payments.

M. The King County regional affordable housing task force report included census data showing that more than 124,000 low-income households in King County are

severely cost burdened. Of these, 88 percent, or 109,700 households, earn 50 percent or less of area median income, meaning the county's poorest residents struggle most with housing costs. The report found that communities of color and renters are disproportionately likely to be severely cost burdened, paying more than half of their income toward housing costs. The report also included a recommended strategy of adopting ordinances to expand tenant protection and provide implementation support. The King County council declared through Motion 15372 that recommendations contained therein represent the policy of the council.

SECTION 2. The definitions in this section apply throughout this ordinance unless the context clearly requires otherwise.

A. "Housing unit" means a structure or that part of a structure that is used as a home, residence or sleeping place by one or more persons maintaining a common household, including, but not limited to, single-family residences and units of multiplexes, apartment buildings and mobile homes and for which occupancy is authorized by a rental agreement.

B. "Occupancy" means the formal designation of the primary purpose of the building structure or portion thereof.

C. "Owner" means one or more persons, jointly or severally, in whom is vested:

1. All or any part of the legal title to property; or
2. All or part of the beneficial ownership, and a right to present use and enjoyment of the property.

D. "Rental agreement" means all agreements that establish or modify the terms, conditions, rules, regulations or any other provisions concerning the use and occupancy

87 of a housing unit.

88 E. "Small commercial tenant" means a business entity, including a sole  
89 proprietorship, corporation, partnership or other legal entity, that:

90 1. Is owned and operated independently from all other businesses. A franchisee  
91 with five or fewer franchise units shall be considered owned and operated independently  
92 from its franchisor;

93 2. Has fifty or fewer employees per establishment or premises;

94 3. Has either been forced to close due to an emergency order issued by the  
95 Governor or has gross receipts from the previous calendar month of 2020 that are less  
96 than seventy percent of its gross receipts for the same month in 2019; and

97 4. Is neither a general sales and service business with ten or more  
98 establishments in operation located anywhere in the world nor an entertainment use  
99 business with five or more establishments in operation located anywhere in the world.

100 SECTION 3. A. Where an unlawful detainer action is based on any reason  
101 enumerated in this section, it is a defense to eviction if the eviction were initiated because  
102 of a failure to pay rent due before or by March 1, 2021. The defense is available only  
103 where the reason for termination of the tenancy is based on:

104 1. The tenant's failure to comply with a fourteen-day notice to pay rent or vacate  
105 under RCW 59.12.030(3); or

106 2. The tenant's habitual failure to comply with the material terms of the rental  
107 agreement to pay rent that causes the owner to serve a notice to comply or vacate or a  
108 notice to pay rent or vacate three or more times in a twelve-month period.

109 B. To assert the defense under subsection A. of this section, the residential tenant



must prove that the failure to pay rent was due to the following circumstances occurring as a result of the COVID-19 pandemic:

1. The tenant's illness;
2. Loss or reduction of income;
3. Loss of employment;
4. Reduction in compensated hours of work;
5. Business or office closure;
6. A need to miss work to care for a family member or child, where that care is uncompensated; or
7. Other similar loss of income due to the COVID-19 pandemic.

C. A tenant who fails to pay rent due before or by March 1, 2021, may elect to pay the overdue rent in installments if the failure to pay was due to one or more reasons in subsection A.1. of this section. If an unlawful detainer action is based on the circumstances enumerated in subsection A. of this section, it is a defense to eviction that the landlord refused a request to enter into a repayment plan that meets the following requirements:

1. The reasons for which the landlord allowed residential tenants to pay overdue rent on a repayment plan is due to one or more of the following circumstances occurring as a result of the COVID-19 pandemic:
  - a. the tenant's illness;
  - b. loss or reduction of income;
  - c. loss of employment;
  - d. reduction in compensated hours of work;

- 133 e. business or office closure;
- 134 f. a need to miss work to care for a family member or child, where that care is
- 135 uncompensated; or
- 136 g. Other similar loss of income due to the COVID-19 pandemic;
- 137 2. A written installment repayment plan shall be negotiated between the
- 138 landlord and residential tenant, which shall include the following provisions:
- 139 a. the plan does not require the tenant to pay more than one-third of the
- 140 overdue rent per month unless agreed to by the tenant; and
- 141 b. all rental debt accumulated resulting from the reasons in subsection A.1. of
- 142 this section shall be paid in full to the landlord by September 1, 2021; and
- 143 3. Late fees, interest or other charges due to late payment of rent shall not
- 144 accrue during or by March 1, 2021.

145 SECTION 4. A. A small commercial tenant that fails to pay rent due before or

146 by March 1, 2021, may elect to pay its overdue rent in installments by September 1,

147 2021, during that period on a repayment schedule.

148 B. A written installment repayment schedule under subsection A. of this section

149 shall be negotiated between the lessor and the small commercial tenant for the payment

150 of rent in arrears, and:

- 151 1. The schedule may not require the small commercial tenant to pay, in addition
- 152 to rent due for the month or period, more than one-third of late rent within any month or
- 153 period following the month or period for which full rent was not paid unless agreed by
- 154 the tenant; and
- 155 2. Rent in arrears shall be paid in full to the lessor no later than September 1,

156 2021.

157 C. Late fees, interest or other charges due to late payment of rent shall not accrue  
158 before or by March 1, 2021.

159 SECTION 5. Severability. If any provision of this ordinance or its application to  
160 any person or circumstance is held invalid, the remainder of the ordinance or the  
161 application of the provision to other persons or circumstances is not affected.

162 SECTION 6. The county council finds as a fact and declares that an emergency  
163 exists and that this ordinance is necessary for the immediate preservation of public peace,  
164 health or safety or for the support of county government and its existing public  
165 institutions."

166

167 **EFFECT: Makes technical corrections recommended by the PAO and the code**  
168 **reviser; changes the sunset date of the provisions from September 1, 2020 to March**  
169 **1, 2021.**

# DEPARTMENT OF HEALTH AND HUMAN SERVICES

## Centers for Disease Control and Prevention

### Temporary Halt in Residential Evictions To Prevent the Further Spread of COVID-19

**AGENCY:** Centers for Disease Control and Prevention (CDC), Department of Health and Human Services (HHS).

**ACTION:** Agency Order.

**SUMMARY:** The Centers for Disease Control and Prevention (CDC), located within the Department of Health and Human Services (HHS) announces the issuance of an Order under Section 361 of the Public Health Service Act to temporarily halt residential evictions to prevent the further spread of COVID-19.

**DATES:** This Order is effective September 4, 2020 through December 31, 2020.

**FOR FURTHER INFORMATION CONTACT:** Nina Witkofsky, Acting Chief of Staff, Centers for Disease Control and Prevention, 1600 Clifton Road NE, MS H21-10, Atlanta, GA 30329; Telephone: 404-639-7000; Email: [cdcregulations@cdc.gov](mailto:cdcregulations@cdc.gov).

#### SUPPLEMENTARY INFORMATION:

##### Background

There is currently a pandemic of a respiratory disease ("COVID-19") caused by a novel coronavirus (SARS-CoV-2) that has now spread globally, including cases reported in all fifty states within the United States plus the District of Columbia and U.S. territories (excepting American Samoa). As of August 24, 2020, there were over 23,000,000 cases of COVID-19 globally resulting in over 800,000 deaths; over 5,500,000 cases have been identified in the United States, with new cases being reported daily and over 174,000 deaths due to the disease.

The virus that causes COVID-19 spreads very easily and sustainably between people who are in close contact with one another (within about 6 feet), mainly through respiratory droplets produced when an infected person coughs, sneezes, or talks. Some people without symptoms may be able to spread the virus. Among adults, the risk for severe illness from COVID-19 increases with age, with older adults at highest risk. Severe illness means that persons with COVID-19 may require hospitalization, intensive care, or a ventilator to help them breathe, and may be fatal. People of any age with certain underlying medical conditions, such as cancer, an

immunocompromised state, obesity, serious heart conditions, and diabetes, are at increased risk for severe illness from COVID-19.<sup>1</sup>

COVID-19 presents a historic threat to public health. According to one recent study, the mortality associated with COVID-19 during the early phase of the outbreak in New York City was comparable to the peak mortality observed during the 1918 H1N1 influenza pandemic.<sup>2</sup> During the 1918 H1N1 influenza pandemic, there were approximately 50 million influenza-related deaths worldwide, including 675,000 in the United States. To respond to this public health threat, the Federal, State, and local governments have taken unprecedented or exceedingly rare actions, including border closures, restrictions on travel, stay-at-home orders, mask requirements, and eviction moratoria. Despite these best efforts, COVID-19 continues to spread and further action is needed.

In the context of a pandemic, eviction moratoria—like quarantine, isolation, and social distancing—can be an effective public health measure utilized to prevent the spread of communicable disease. Eviction moratoria facilitate self-isolation by people who become ill or who are at risk for severe illness from COVID-19 due to an underlying medical condition. They also allow State and local authorities to more easily implement stay-at-home and social distancing directives to mitigate the community spread of COVID-19. Furthermore, housing stability helps protect public health because homelessness increases the likelihood of individuals moving into congregate settings, such as homeless shelters, which then puts individuals at higher risk to COVID-19. The ability of these settings to adhere to best practices, such as social distancing and other infection control measures, decreases as populations increase. Unsheltered homelessness also increases the risk that individuals will experience severe illness from COVID-19.

##### Applicability

Under this Order, a landlord, owner of a residential property, or other person<sup>3</sup> with a legal right to pursue

eviction or possessory action, shall not evict any covered person from any residential property in any jurisdiction to which this Order applies during the effective period of the Order. This Order does not apply in any State, local, territorial, or tribal area with a moratorium on residential evictions that provides the same or greater level of public-health protection than the requirements listed in this Order. Nor does this order apply to American Samoa, which has reported no cases of COVID-19, until such time as cases are reported.

In accordance with 42 U.S.C. 264(e), this Order does not preclude State, local, territorial, and tribal authorities from imposing additional requirements that provide greater public-health protection and are more restrictive than the requirements in this Order.

This Order is a temporary eviction moratorium to prevent the further spread of COVID-19. This Order does not relieve any individual of any obligation to pay rent, make a housing payment, or comply with any other obligation that the individual may have under a tenancy, lease, or similar contract. Nothing in this Order precludes the charging or collecting of fees, penalties, or interest as a result of the failure to pay rent or other housing payment on a timely basis, under the terms of any applicable contract.

##### Renter's or Homeowner's Declaration

Attachment A is a Declaration form that tenants, lessees, or residents of residential properties who are covered by the CDC's order temporarily halting residential evictions to prevent the further spread of COVID-19 may use. To invoke the CDC's order these persons must provide an executed copy of the Declaration form (or a similar declaration under penalty of perjury) to their landlord, owner of the residential property where they live, or other person who has a right to have them evicted or removed from where they live. Each adult listed on the lease, rental agreement, or housing contract should likewise complete and provide a declaration. Unless the CDC order is extended, changed, or ended, the order prevents these persons from being evicted or removed from where they are living through December 31, 2020. These persons are still required to pay rent and follow all the other terms of their lease and rules of the place where they live. These persons may also still be evicted for reasons other than not paying rent or making a housing

partnerships, societies, and joint stock companies, as well as individuals.

<sup>1</sup> CDC, People with Certain Medical Conditions, <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-medical-conditions.html> (accessed August 26, 2020).

<sup>2</sup> Faust JS, Lin Z, del Rio C. Comparison of Estimated Excess Deaths in New York City During the COVID-19 and 1918 Influenza Pandemics. *JAMA New Open*. 2020;3(8):e2017527. doi:10.1001/jamanetworkopen.2020.17527.

<sup>3</sup> For purposes of this Order, "person" includes corporations, companies, associations, firms,

payment. Executed declarations should not be returned to the Federal Government.

**Centers for Disease Control and Prevention, Department of Health and Human Services**

**Order Under Section 361 of the Public Health Service Act (42 U.S.C. 264) and 42 CFR 70.2**

**Temporary Halt in Residential Evictions To Prevent the Further Spread of COVID-19**

*Summary*

Notice and Order; and subject to the limitations under “Applicability”: Under 42 CFR 70.2, a landlord, owner of a residential property, or other person<sup>4</sup> with a legal right to pursue eviction or possessory action, shall not evict any covered person from any residential property in any jurisdiction to which this Order applies during the effective period of the Order.

*Definitions*

“Available government assistance” means any governmental rental or housing payment benefits available to the individual or any household member.

“Available housing” means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate Federal, State, or local occupancy standards and that would not result in an overall increase of housing cost to such individual.

“Covered person”<sup>5</sup> means any tenant, lessee, or resident of a residential property who provides to their landlord, the owner of the residential property, or

other person with a legal right to pursue eviction or a possessory action, a declaration under penalty of perjury indicating that:

(1) The individual has used best efforts to obtain all available government assistance for rent or housing;

(2) The individual either (i) expects to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return),<sup>6</sup> (ii) was not required to report any income in 2019 to the U.S. Internal Revenue Service, or (iii) received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;

(3) the individual is unable to pay the full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, a lay-off, or extraordinary<sup>7</sup> out-of-pocket medical expenses;

(4) the individual is using best efforts to make timely partial payments that are as close to the full payment as the individual’s circumstances may permit, taking into account other nondiscretionary expenses; and

(5) eviction would likely render the individual homeless—or force the individual to move into and live in close quarters in a new congregate or shared living setting—because the individual has no other available housing options.

“Evict” and “Eviction” means any action by a landlord, owner of a residential property, or other person with a legal right to pursue eviction or a possessory action, to remove or cause the removal of a covered person from a residential property. This does not include foreclosure on a home mortgage.

“Residential property” means any property leased for residential purposes, including any house, building, mobile home or land in a mobile home park, or

similar dwelling leased for residential purposes, but shall not include any hotel, motel, or other guest house rented to a temporary guest or seasonal tenant as defined under the laws of the State, territorial, tribal, or local jurisdiction.

“State” shall have the same definition as under 42 CFR 70.1, meaning “any of the 50 states, plus the District of Columbia.”

“U.S. territory” shall have the same definition as under 42 CFR 70.1, meaning “any territory (also known as possessions) of the United States, including American Samoa, Guam, the Northern Mariana Islands, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands.”

*Statement of Intent*

This Order shall be interpreted and implemented in a manner as to achieve the following objectives:

- Mitigating the spread of COVID-19 within congregate or shared living settings, or through unsheltered homelessness;
- mitigating the further spread of COVID-19 from one U.S. State or U.S. territory into any other U.S. State or U.S. territory; and
- supporting response efforts to COVID-19 at the Federal, State, local, territorial, and tribal levels.

*Background*

There is currently a pandemic of a respiratory disease (“COVID-19”) caused by a novel coronavirus (SARS-COV-2) that has now spread globally, including cases reported in all fifty states within the United States plus the District of Columbia and U.S. territories (excepting American Samoa). As of August 24, 2020, there were over 23,000,000 cases of COVID-19 globally resulting in over 800,000 deaths; over 5,500,000 cases have been identified in the United States, with new cases being reported daily and over 174,000 deaths due to the disease.

The virus that causes COVID-19 spreads very easily and sustainably between people who are in close contact with one another (within about 6 feet), mainly through respiratory droplets produced when an infected person coughs, sneezes, or talks. Some people without symptoms may be able to spread the virus. Among adults, the risk for severe illness from COVID-19 increases with age, with older adults at highest risk. Severe illness means that persons with COVID-19 may require hospitalization, intensive care, or a ventilator to help them breathe, and may be fatal. People of any age with certain underlying medical conditions, such as cancer, an

<sup>4</sup> For purposes of this Order, “person” includes corporations, companies, associations, firms, partnerships, societies, and joint stock companies, as well as individuals.

<sup>5</sup> This definition is based on factors that are known to contribute to evictions and thus increase the need for individuals to move into close quarters in new congregate or shared living arrangements or experience homelessness. Individuals who suffer job loss, have limited financial resources, are low income, or have high out-of-pocket medical expenses are more likely to be evicted for nonpayment of rent than others not experiencing these factors. See Desmond, M., Gershenson, C., *Who gets evicted? Assessing individual, neighborhood, and network factors*, Social Science Research 62 (2017), 366–377, <http://dx.doi.org/10.1016/j.ssresearch.2016.08.017>, (identifying job loss as a possible predictor of eviction because renters who lose their jobs experience not only a sudden loss of income but also the loss of predictable future income). According to one survey, over one quarter (26%) of respondents also identified job loss as the primary cause of homelessness. See 2019 San Francisco Homeless Point-in-Time Count & Survey, page 22, available at: [https://hsh.sfgov.org/wp-content/uploads/2020/01/2019HHRDReport\\_SanFrancisco\\_FinalDraft-1.pdf](https://hsh.sfgov.org/wp-content/uploads/2020/01/2019HHRDReport_SanFrancisco_FinalDraft-1.pdf).

<sup>6</sup> According to one study, the national two-bedroom housing wage in 2020 was \$23.96 per hour (approximately, \$49,837 annually), meaning that an hourly wage of \$23.96 was needed to afford a modest two bedroom house without spending more than 30% of one’s income on rent. The hourly wage needed in Hawaii (the highest cost U.S. State for rent) was \$38.76 (approximately \$80,621 annually). See National Low-Income Housing Coalition, *Out of Reach: The High Cost of Housing 2020*, available at: <https://reports.nlihc.org/oor>. As further explained herein, because this Order is intended to serve the critical public health goal of preventing evicted individuals from potentially contributing to the interstate spread of COVID-19 through movement into close quarters in new congregate, shared housing settings, or through homelessness, the higher income thresholds listed here have been determined to better serve this goal.

<sup>7</sup> An extraordinary medical expense is any unreimbursed medical expense likely to exceed 7.5% of one’s adjusted gross income for the year.

immunocompromised state, obesity, serious heart conditions, and diabetes, are at increased risk for severe illness from COVID-19.<sup>8</sup>

COVID-19 presents a historic threat to public health. According to one recent study, the mortality associated with COVID-19 during the early phase of the outbreak in New York City was comparable to the peak mortality observed during the 1918 H1N1 influenza pandemic.<sup>9</sup> During the 1918 H1N1 influenza pandemic, there were approximately 50 million influenza-related deaths worldwide, including 675,000 in the United States. To respond to this public health threat, the Federal, State, and local governments have taken unprecedented or exceedingly rare actions, including border closures, restrictions on travel, stay-at-home orders, mask requirements, and eviction moratoria. Despite these significant efforts, COVID-19 continues to spread and further action is needed.

In the context of a pandemic, eviction moratoria—like quarantine, isolation, and social distancing—can be an effective public health measure utilized to prevent the spread of communicable disease. Eviction moratoria facilitate self-isolation by people who become ill or who are at risk for severe illness from COVID-19 due to an underlying medical condition. They also allow State and local authorities to more easily implement stay-at-home and social distancing directives to mitigate the community spread of COVID-19. Furthermore, housing stability helps protect public health because homelessness increases the likelihood of individuals moving into close quarters in congregate settings, such as homeless shelters, which then puts individuals at higher risk to COVID-19.

#### Applicability

This Order does not apply in any State, local, territorial, or tribal area with a moratorium on residential evictions that provides the same or greater level of public-health protection than the requirements listed in this Order. In accordance with 42 U.S.C. 264(e), this Order does not preclude State, local, territorial, and tribal authorities from imposing additional requirements that provide greater public-health protection and are more

restrictive than the requirements in this Order.

Additionally, this Order shall not apply to American Samoa, which has reported no cases of COVID-19, until such time as cases are reported.

This Order is a temporary eviction moratorium to prevent the further spread of COVID-19. This Order does not relieve any individual of any obligation to pay rent, make a housing payment, or comply with any other obligation that the individual may have under a tenancy, lease, or similar contract. Nothing in this Order precludes the charging or collecting of fees, penalties, or interest as a result of the failure to pay rent or other housing payment on a timely basis, under the terms of any applicable contract.

Nothing in this Order precludes evictions based on a tenant, lessee, or resident: (1) Engaging in criminal activity while on the premises; (2) threatening the health or safety of other residents;<sup>10</sup> (3) damaging or posing an immediate and significant risk of damage to property; (4) violating any applicable building code, health ordinance, or similar regulation relating to health and safety; or (5) violating any other contractual obligation, other than the timely payment of rent or similar housing-related payment (including non-payment or late payment of fees, penalties, or interest).

#### Eviction and Risk of COVID-19 Transmission

Evicted renters must move, which leads to multiple outcomes that increase the risk of COVID-19 spread. Specifically, many evicted renters move into close quarters in shared housing or other congregate settings. According to the Census Bureau American Housing Survey, 32% of renters reported that they would move in with friends or family members upon eviction, which would introduce new household members and potentially increase household crowding.<sup>11</sup> Studies show that COVID-19 transmission occurs readily within households; household contacts are estimated to be 6 times more likely to become infected by an

index case of COVID-19 than other close contacts.<sup>12</sup>

Shared housing is not limited to friends and family. It includes a broad range of settings, including transitional housing, and domestic violence and abuse shelters. Special considerations exist for such housing because of the challenges of maintaining social distance. Residents often gather closely or use shared equipment, such as kitchen appliances, laundry facilities, stairwells, and elevators. Residents may have unique needs, such as disabilities, cognitive decline, or no access to technology, and thus may find it more difficult to take actions to protect themselves from COVID-19. CDC recommends that shelters provide new residents with a clean mask, keep them isolated from others, screen for symptoms at entry, or arrange for medical evaluations as needed depending on symptoms.<sup>13</sup> Accordingly, an influx of new residents at facilities that offer support services could potentially overwhelm staff and, if recommendations are not followed, lead to exposures.

Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Pub. L. 116-136) to aid individuals and businesses adversely affected by COVID-19. Section 4024 of the CARES Act provided a 120-day moratorium on eviction filings as well as other protections for tenants in certain rental properties with Federal assistance or federally related financing. These protections helped alleviate the public health consequences of tenant displacement during the COVID-19 pandemic. The CARES Act eviction moratorium expired on July 24, 2020.<sup>14</sup> The protections in the CARES Act supplemented temporary eviction moratoria and rent freezes implemented by governors and local officials using emergency powers.

Researchers estimated that this temporary Federal moratorium provided relief to a material portion of the nation's roughly 43 million renters.<sup>15</sup>

<sup>12</sup> Bi Q, Wu Y, Mei S, et al. *Epidemiology and transmission of COVID-19 in 391 cases and 1286 of their close contacts in Shenzhen, China: a retrospective cohort study*. *Lancet Infect Dis* 2020, [https://doi.org/10.1016/S1473-3099\(20\)30287-5](https://doi.org/10.1016/S1473-3099(20)30287-5).

<sup>13</sup> See CDC COVID-19 Guidance for Shared or Congregate Housing, available at: <https://www.cdc.gov/coronavirus/2019-ncov/community/shared-congregate-house/guidance-shared-congregate-housing.html>.

<sup>14</sup> Because evictions generally require 30-days' notice, the effects of housing displacement due to the expiration of the CARES act are not expected to manifest until August 27, 2020.

<sup>15</sup> See Congressional Research Service, *CARES Act Eviction Moratorium*, (April 7, 2020) available at: <https://crsreports.congress.gov/product/pdf/IN/IN11320>.

<sup>8</sup> CDC, *People with Certain Medical Conditions*, <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-medical-conditions.html> (accessed August 26, 2020).

<sup>9</sup> Faust JS, Lin Z, del Rio C. Comparison of Estimated Excess Deaths in New York City During the COVID-19 and 1918 Influenza Pandemics. *JAMA New Open*. 2020;3(8):e2017527. doi:10.1001/jamanetworkopen.2020.17527.

<sup>10</sup> Individuals who might have COVID-19 are advised to stay home except to get medical care. Accordingly, individuals who might have COVID-19 and take reasonable precautions to not spread the disease should not be evicted on the ground that they may pose a health or safety threat to other residents. See *What to Do if You are Sick*, available at <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>.

<sup>11</sup> United States Census Bureau. *American Housing Survey, 2017*. <https://www.census.gov/programs-surveys/ahs.html>.



Approximately 12.3 million rental units have federally backed financing, representing 28% of renters. Other data show more than 2 million housing vouchers along with approximately 2 million other federally assisted rental units.<sup>16</sup>

The Federal moratorium, however, did not reach all renters. Many renters who fell outside the scope of the Federal moratorium were protected under State and local moratoria. In the absence of State and local protections, as many as 30–40 million people in America could be at risk of eviction.<sup>17</sup> A wave of evictions on that scale would be unprecedented in modern times.<sup>18</sup> A large portion of those who are evicted may move into close quarters in shared housing or, as discussed below, become homeless, thus contributing to the spread of COVID-19.

The statistics on interstate moves show that mass evictions would likely increase the interstate spread of COVID-19. Over 35 million Americans, representing approximately 10% of the U.S. population, move each year.<sup>19</sup> Approximately 15% of moves are interstate.<sup>20</sup>

#### Eviction, Homelessness, and Risk of Severe Disease From COVID-19

Evicted individuals without access to housing or assistance options may also contribute to the homeless population, including older adults or those with underlying medical conditions, who are more at risk for severe illness from COVID-19 than the general population.<sup>21</sup> In Seattle-King County, 5–15% of people experiencing homelessness between 2018 and 2020 cited eviction as the primary reason for becoming homeless.<sup>22</sup> Additionally,

some individuals and families who are evicted may originally stay with family or friends, but subsequently seek homeless services. Among people who entered shelters throughout the United States in 2017, 27% were staying with family or friends beforehand.<sup>23</sup>

People experiencing homelessness are a high-risk population. It may be more difficult for these persons to consistently access the necessary resources in order to adhere to public health recommendations to prevent COVID-19. For instance, it may not be possible to avoid certain congregate settings such as homeless shelters, or easily access facilities to engage in handwashing with soap and water.

Extensive outbreaks of COVID-19 have been identified in homeless shelters.<sup>24</sup> In Seattle, Washington, a network of three related homeless shelters experienced an outbreak that led to 43 cases among residents and staff members.<sup>25</sup> In Boston, Massachusetts, universal COVID-19 testing at a single shelter revealed 147 cases, representing 36% of shelter residents.<sup>26</sup> COVID-19 testing in a single shelter in San Francisco led to the identification of 101 cases (67% of those tested).<sup>27</sup> Throughout the United States, among 208 shelters reporting universal diagnostic testing data, 9% of shelter clients have tested positive.<sup>28</sup>

CDC guidance recommends increasing physical distance between beds in homeless shelters.<sup>29</sup> To adhere to this guidance, shelters have limited the number of people served throughout the United States. In many places, considerably fewer beds are available to

individuals who become homeless. Shelters that do not adhere to the guidance, and operate at ordinary or increased occupancy, are at greater risk for the types of outbreaks described above. The challenge of mitigating disease transmission in homeless shelters has been compounded because some organizations have chosen to stop or limit volunteer access and participation.

In the context of the current pandemic, large increases in evictions could have at least two potential negative consequences. One is if homeless shelters increase occupancy in ways that increase the exposure risk to COVID-19. The other is if homeless shelters turn away the recently homeless, who could become unsheltered, and further contribute to the spread of COVID-19. Neither consequence is in the interest of the public health.

The risk of COVID-19 spread associated with unsheltered homelessness (those who are sleeping outside or in places not meant for human habitation) is of great concern to CDC. Over 35% of homeless persons are typically unsheltered.<sup>30</sup> The unsheltered homeless are at higher risk for infection when there is community spread of COVID-19. The risks associated with sleeping and living outdoors or in an encampment setting are different than from staying indoors in a congregate setting, such as an emergency shelter or other congregate living facility. While outdoor settings may allow people to increase physical distance between themselves and others, they may also involve exposure to the elements and inadequate access to hygiene, sanitation facilities, health care, and therapeutics. The latter factors contribute to the further spread of COVID-19.

Additionally, research suggests that the population of persons who would be evicted and become homeless would include many who are predisposed to developing severe disease from COVID-19. Five studies have shown an association between eviction and hypertension, which has been associated with more severe outcomes from COVID-19.<sup>31</sup> Also, the homeless

<sup>16</sup> See HUD, A Picture of Subsidized Households General Description of the Data and Bibliography, available at: <https://www.huduser.gov/portal/datasets/assths/statedata98/descript.html>.

<sup>17</sup> See Emily Benfer, et al., *The COVID-19 Eviction Crisis: An Estimated 30–40 Million People in America are at Risk*, available at: <https://www.aspeninstitute.org/blog-posts/the-covid-19-eviction-crisis-an-estimated-30-40-million-people-in-america-are-at-risk/>.

<sup>18</sup> As a baseline, approximately 900,000 renters are evicted every year in the United States. Princeton University Eviction Lab. National Estimates: Eviction in America. <https://evictionlab.org/national-estimates/>.

<sup>19</sup> See U.S. Census Bureau, CPS Historical Migration/Geographic Mobility Tables, available at: <https://www.census.gov/data/tables/time-series/demo/geographic-mobility/historic.html>.

<sup>20</sup> *Id.*

<sup>21</sup> See CDC, Coronavirus Disease 2019 (COVID-19), People Who Are at Increased Risk for Severe Illness, available at <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-increased-risk.html> (accessed August 26, 2020).

<sup>22</sup> Seattle-King County. Point in Time Count. <https://regionalhomelessnesssystem.org/wp-content/>

[uploads/2020/07/Count-Us-In-2020-Final\\_7.29.2020.pdf](https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-increased-risk.html)

<sup>23</sup> United States Department of Housing and Urban Development. The 2017 Annual Homeless Assessment Report (AHAR) to Congress: Part 2. Available at: <https://files.hudexchange.info/resources/documents/2017-AHAR-Part-2.pdf>

<sup>24</sup> Mosites E, et al, Assessment of SARS-CoV-2 Infection Prevalence in Homeless Shelters—Four U.S. Cities, March 27–April 15, 2020. *MMWR* 2020 May 1;69(17):521–522.

<sup>25</sup> Tobolowsky FA, et al. COVID-19 Outbreak Among Three Affiliated Homeless Service Sites—King County, Washington, 2020. *MMWR* 2020 May 1;69(17):523–526.

<sup>26</sup> Baggett TP, Keyes H, Sporn N, Gaeta JM. Prevalence of SARS-CoV-2 Infection in Residents of a Large Homeless Shelter in Boston. *JAMA*. 2020 Apr 27;323(21):2191–2. Online ahead of print.

<sup>27</sup> Imbert E, et al. Coronavirus Disease 2019 (COVID-19) Outbreak in a San Francisco Homeless Shelter. *Clin Infect Dis*. 2020 Aug 3.

<sup>28</sup> National Health Care for the Homeless Council and Centers for Disease Control and Prevention. Universal Testing Data Dashboard. Available at: <https://nhchc.org/cdc-covid-dashboard/>.

<sup>29</sup> Centers for Disease Control and Prevention. Interim Guidance for Homeless Service Providers to Plan and Respond to COVID-19. <https://www.cdc.gov/coronavirus/2019-ncov/community/homeless-shelters/plan-prepare-respond.html>.

<sup>30</sup> In January 2018, 552,830 people were counted as homeless in the United States. Of those, 194,467 (35 percent) were unsheltered, and 358,363 (65 percent) were sheltered. See, Council of Economic Advisors, *The State of Homelessness in America* (September 2019), available at <https://www.whitehouse.gov/wp-content/uploads/2019/09/The-State-of-Homelessness-in-America.pdf>.

<sup>31</sup> Hugo Vasquez-Vera, et al. *The threat of home eviction and its effects on health through the equity*

often have underlying conditions that increase their risk of severe outcomes of COVID-19.<sup>32</sup> Among patients with COVID-19, homelessness has been associated with increased likelihood of hospitalization.<sup>33</sup>

These public health risks may increase seasonally. Each year, as winter approaches and the temperature drops, many homeless move into shelters to escape the cold and the occupancy of shelters increases.<sup>34</sup> At the same time, there is evidence to suggest that the homeless are more susceptible to respiratory tract infections,<sup>35</sup> which may include seasonal influenza. While there are differences in the epidemiology of COVID-19 and seasonal influenza, the potential co-circulation of viruses during periods of increased occupancy in shelters could increase the risk to occupants in those shelters.

In short, evictions threaten to increase the spread of COVID-19 as they force people to move, often into close quarters in new shared housing settings with friends or family, or congregate settings such as homeless shelters. The ability of these settings to adhere to best practices, such as social distancing and other infection control measures, decreases as populations increase. Unsheltered homelessness also increases the risk that individuals will experience severe illness from COVID-19.

#### Findings and Action

Therefore, I have determined the temporary halt in evictions in this Order constitutes a reasonably necessary measure under 42 CFR 70.2 to prevent the further spread of COVID-19 throughout the United States. I have further determined that measures by states, localities, or U.S. territories that

do not meet or exceed these minimum protections are insufficient to prevent the interstate spread of COVID-19.<sup>36</sup>

Based on the convergence of COVID-19, seasonal influenza, and the increased risk of individuals sheltering in close quarters in congregate settings such as homeless shelters, which may be unable to provide adequate social distancing as populations increase, all of which may be exacerbated as fall and winter approach, I have determined that a temporary halt on evictions through December 31, 2020, subject to further extension, modification, or rescission, is appropriate.

Therefore, under 42 CFR 70.2, subject to the limitations under the "Applicability" section, a landlord, owner of a residential property, or other person with a legal right to pursue eviction or possessory action shall not evict any covered person from any residential property in any State or U.S. territory in which there are documented cases of COVID-19 that provides a level of public-health protections below the requirements listed in this Order.

This Order is not a rule within the meaning of the Administrative Procedure Act ("APA") but rather an emergency action taken under the existing authority of 42 CFR 70.2. In the event that this Order qualifies as a rule under the APA, notice and comment and a delay in effective date are not required because there is good cause to dispense with prior public notice and comment and the opportunity to comment on this Order and the delay in effective date. See 5 U.S.C. 553(b)(3)(B). Considering the public-health emergency caused by COVID-19, it would be impracticable and contrary to the public health, and by extension the public interest, to delay the issuance and effective date of this Order.

A delay in the effective date of the Order would permit the occurrence of evictions—potentially on a mass scale—that could have potentially significant consequences. As discussed above, one potential consequence would be that evicted individuals would move into close quarters in congregate or shared living settings, including homeless shelters, which would put the individuals at higher risk to COVID-19. Another potential consequence would be if evicted individuals become

homeless and unsheltered, and further contribute to the spread of COVID-19. A delay in the effective date of the Order that leads to such consequences would defeat the purpose of the Order and endanger the public health. Immediate action is necessary.

Similarly, if this Order qualifies as a rule under the APA, the Office of Information and Regulatory Affairs has determined that it would be a major rule under the Congressional Review Act (CRA). But there would not be a delay in its effective date. The agency has determined that for the same reasons, there would be good cause under the CRA to make the requirements herein effective immediately.

If any provision of this Order, or the application of any provision to any persons, entities, or circumstances, shall be held invalid, the remainder of the provisions, or the application of such provisions to any persons, entities, or circumstances other than those to which it is held invalid, shall remain valid and in effect.

This Order shall be enforced by Federal authorities and cooperating State and local authorities through the provisions of 18 U.S.C. 3559, 3571; 42 U.S.C. 243, 268, 271; and 42 CFR 70.18. However, this Order has no effect on the contractual obligations of renters to pay rent and shall not preclude charging or collecting fees, penalties, or interest as a result of the failure to pay rent or other housing payment on a timely basis, under the terms of any applicable contract.

#### Criminal Penalties

Under 18 U.S.C. 3559, 3571; 42 U.S.C. 271; and 42 CFR 70.18, a person violating this Order may be subject to a fine of no more than \$100,000 if the violation does not result in a death or one year in jail, or both, or a fine of no more than \$250,000 if the violation results in a death or one year in jail, or both, or as otherwise provided by law. An organization violating this Order may be subject to a fine of no more than \$200,000 per event if the violation does not result in a death or \$500,000 per event if the violation results in a death or as otherwise provided by law. The U.S. Department of Justice may initiate court proceedings as appropriate seeking imposition of these criminal penalties.

#### Notice to Cooperating State and Local Officials

Under 42 U.S.C. 243, the U.S. Department of Health and Human Services is authorized to cooperate with and aid State and local authorities in the enforcement of their quarantine and

lens: A systematic review, *Social Science and Medicine*. 175 (2017) 199e208.

<sup>32</sup> Fazel S, Geddes JR, Kushel M. *The health of homeless people in high-income countries: descriptive epidemiology, health consequences, and clinical and policy recommendations*. *Lancet*. 2014;384(9953):1529–1540.

<sup>33</sup> Hsu HE, et al. *Race/Ethnicity, Underlying Medical Conditions, Homelessness, and Hospitalization Status of Adult Patients with COVID-19 at an Urban Safety-Net Medical Center—Boston, Massachusetts, 2020*. *MMWR* 2020 Jul 10;69(27):864–869. Historically, African Americans and Hispanic Americans are disproportionately represented in evictions compared to other races. They are more likely to experience severe outcomes of COVID-19. *Id*.

<sup>34</sup> See, generally, the Annual Homeless Assessment Report to Congress (2007), available at: <https://www.huduser.gov/Publications/pdf/ahar.pdf> (acknowledging the seasonality of shelter bed use).

<sup>35</sup> Ly TDA, Edouard S, Badiaga S, et al. *Epidemiology of respiratory pathogen carriage in the homeless population within two shelters in Marseille, France, 2015–2017: Cross sectional 1-day surveys*. *Clin Microbiol Infect*. 2019; 25(2):249.e1–249.e6.

<sup>36</sup> In the United States, public health measures are implemented at all levels of government, including the Federal, State, local, and tribal levels. Publicly-available compilations of pending measures indicate that eviction moratoria and other protections from eviction have expired or are set to expire in many jurisdictions. Eviction Lab, *COVID-19 Housing Policy Scorecard*, available at: <https://evictionlab.org/covid-policy-scorecard/>.

other health regulations and to accept State and local assistance in the enforcement of Federal quarantine rules and regulations, including in the enforcement of this Order.

#### *Notice of Available Federal Resources*

While this order to prevent eviction is effectuated to protect the public health, the States and units of local government are reminded that the Federal Government has deployed unprecedented resources to address the pandemic, including housing assistance.

The Department of Housing and Urban Development (HUD) has informed CDC that all HUD grantees—states, cities, communities, and nonprofits—who received Emergency Solutions Grants (ESG) or Community Development Block Grant (CDBG) funds under the CARES Act may use these funds to provide temporary rental assistance, homelessness prevention, or other aid to individuals who are experiencing financial hardship because of the pandemic and are at risk of being evicted, consistent with applicable laws, regulations, and guidance.

HUD has further informed CDC that:

HUD's grantees and partners play a critical role in prioritizing efforts to support this goal. As grantees decide how to deploy CDBG-CV and ESG-CV funds provided by the CARES Act, all communities should assess what resources have already been allocated to prevent evictions and homelessness through temporary rental assistance and homelessness prevention, particularly to the most vulnerable households.

HUD stands at the ready to support American communities take these steps to reduce the spread of COVID-19 and maintain economic prosperity. Where gaps are identified, grantees should coordinate across available Federal, non-Federal, and philanthropic funds to ensure these critical needs are sufficiently addressed, and utilize HUD's technical assistance to design and implement programs to support a coordinated response to eviction prevention needs. For program support, including technical assistance, please visit [www.hudexchange.info/program-support](http://www.hudexchange.info/program-support). For further information on HUD resources, tools, and guidance available to respond to the COVID-19 pandemic, State and local officials are directed to visit <https://www.hud.gov/coronavirus>. These tools include toolkits for Public Housing Authorities and Housing Choice Voucher landlords related to housing stability and eviction prevention, as well as similar guidance for owners and renters in HUD-assisted multifamily properties.

Similarly, the Department of the Treasury has informed CDC that the funds allocated through the Coronavirus Relief Fund may be used to fund rental assistance programs to prevent eviction. Visit <https://home.treasury.gov/policy->

*issues/cares/state-and-local-governments* for more information.

#### *Effective Date*

This Order is effective upon publication in the **Federal Register** and will remain in effect, unless extended, modified, or rescinded, through December 31, 2020.

#### *Attachment*

#### **Declaration Under Penalty of Perjury for the Centers for Disease Control and Prevention's Temporary Halt in Evictions to Prevent Further Spread of COVID-19**

This declaration is for tenants, lessees, or residents of residential properties who are covered by the CDC's order temporarily halting residential evictions (not including foreclosures on home mortgages) to prevent the further spread of COVID-19. Under the CDC's order you must provide a copy of this declaration to your landlord, owner of the residential property where you live, or other person who has a right to have you evicted or removed from where you live. Each adult listed on the lease, rental agreement, or housing contract should complete this declaration. Unless the CDC order is extended, changed, or ended, the order prevents you from being evicted or removed from where you are living through December 31, 2020. You are still required to pay rent and follow all the other terms of your lease and rules of the place where you live. You may also still be evicted for reasons other than not paying rent or making a housing payment. This declaration is sworn testimony, meaning that you can be prosecuted, go to jail, or pay a fine if you lie, mislead, or omit important information.

I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the foregoing are true and correct:

- I have used best efforts to obtain all available government assistance for rent or housing;<sup>37</sup>

- I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2019 to the U.S. Internal Revenue Service, or received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;

- I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or

wages, lay-offs, or extraordinary<sup>38</sup> out-of-pocket medical expenses;

- I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses;

- If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options.<sup>39</sup>

- I understand that I must still pay rent or make a housing payment, and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected.

- I further understand that at the end of this temporary halt on evictions on December 31, 2020, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to State and local laws.

I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

Signature of Declarant Date

#### **Authority**

The authority for this Order is Section 361 of the Public Health Service Act (42 U.S.C. 264) and 42 CFR 70.2.

Dated: September 1, 2020.

**Nina B. Witkofsky,**

*Acting Chief of Staff, Centers for Disease Control and Prevention.*

[FR Doc. 2020-19654 Filed 9-1-20; 4:15 pm]

**BILLING CODE 4163-18-P**

<sup>38</sup> An "extraordinary" medical expense is any unreimbursed medical expense likely to exceed 7.5% of one's adjusted gross income for the year.

<sup>39</sup> "Available housing" means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate Federal, State, or local occupancy standards and that would not result in an overall increase of housing cost to you.

<sup>37</sup> "Available government assistance" means any governmental rental or housing payment benefits available to the individual or any household member.

JAY INSLEE  
Governor



STATE OF WASHINGTON

## OFFICE OF THE GOVERNOR

*P.O. Box 40002 • Olympia, Washington 98504-0002 • (360) 902-4111 • [www.governor.wa.gov](http://www.governor.wa.gov)*

### **PROCLAMATION BY THE GOVERNOR EXTENDING AND AMENDING PROCLAMATIONS 20-05 AND 20-19, et seq.**

#### **20-19.3**

#### **Evictions and Related Housing Practices**

**WHEREAS**, on February 29, 2020, I issued Proclamation 20-05, proclaiming a State of Emergency for all counties throughout the state of Washington as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States and confirmed person-to-person spread of COVID-19 in Washington State; and

**WHEREAS**, as a result of the continued worldwide spread of COVID-19, its significant progression in Washington State, and the high risk it poses to our most vulnerable populations, I have subsequently issued amendatory Proclamations 20-06 through 20-53 and 20-55 through 20-63, exercising my emergency powers under RCW 43.06.220 by prohibiting certain activities and waiving and suspending specified laws and regulations; and

**WHEREAS**, the COVID-19 disease, caused by a virus that spreads easily from person to person which may result in serious illness or death and has been classified by the World Health Organization as a worldwide pandemic, continues to broadly spread throughout Washington State; and

**WHEREAS**, the COVID-19 pandemic is causing a sustained global economic slowdown, and an economic downturn throughout Washington State with unprecedented numbers of layoffs and reduced work hours for a significant percentage of our workforce due to substantial reductions in business activity impacting our commercial sectors that support our state's economic vitality, including severe impacts to the large number of small businesses that make Washington State's economy thrive; and

**WHEREAS**, many of our workforce expected to be impacted by these layoffs and substantially reduced work hours are anticipated to suffer economic hardship that will disproportionately affect low and moderate income workers resulting in lost wages and potentially the inability to pay for basic household expenses, including rent; and

**WHEREAS**, the inability to pay rent by these members of our workforce increases the likelihood of eviction from their homes, increasing the life, health and safety risks to a significant percentage of our people from the COVID-19 pandemic; and

**WHEREAS**, tenants, residents, and renters who are not materially affected by COVID-19 should and must continue to pay rent, to avoid unnecessary and avoidable economic hardship to landlords, property owners, and property managers who are economically impacted by the COVID-19 pandemic; and

**WHEREAS**, under RCW 59.12 (Unlawful Detainer), RCW 59.18 (Residential Landlord-Tenant Act), and RCW 59.20 (Manufactured/Mobile Home Landlord-Tenant Act) residents seeking to avoid default judgment in eviction hearings need to appear in court in order to avoid losing substantial rights to assert defenses or access legal and economic assistance; and

**WHEREAS**, on May 29, 2020, in response to the COVID-19 pandemic, the Washington Supreme Court issued Amended Order No. 25700-B-626, and ordered that courts should begin to hear non-emergency civil matters. While appropriate and essential to the operation of our state justice system, the reopening of courts could lead to a wave of new eviction filings, hearings, and trials that risk overwhelming courts and resulting in a surge in eviction orders and corresponding housing loss statewide; and

**WHEREAS**, the Washington State Legislature has established a housing assistance program in RCW 43.185 pursuant to its findings in RCW 43.185.010 “that it is in the public interest to establish a continuously renewable resource known as the housing trust fund and housing assistance program to assist low and very low-income citizens in meeting their basic housing needs;” and

**WHEREAS**, it is critical to protect tenants and residents of traditional dwellings from homelessness, as well as those who have lawfully occupied or resided in less traditional dwelling situations for 14 days or more, whether or not documented in a lease, including but not limited to roommates who share a home; long-term care facilities; transient housing in hotels and motels; “Airbnbs”; motor homes; RVs; and camping areas; and

**WHEREAS**, a temporary moratorium on evictions and related actions throughout Washington State at this time will help reduce economic hardship and related life, health, and safety risks to those members of our workforce impacted by layoffs and substantially reduced work hours or who are otherwise unable to pay rent as a result of the COVID-19 pandemic; and

**WHEREAS**, a temporary moratorium on evictions and related actions will reduce housing instability, enable residents to stay in their homes unless conducting essential activities, employment in essential business services, or otherwise engaged in permissible activities, and will promote public health and safety by reducing the progression of COVID-19 in Washington State; and

**WHEREAS**, when I issued Proclamation 20-19.2 on June 2, 2020, the Department of Health indicated there were approximately 22,157 cases of COVID-19 in Washington State with 1,129 deaths; and now, as of July 23, 2020, there are 50,009 cases and 1,482 deaths, demonstrating the ongoing, present threat of this lethal disease; and

**WHEREAS**, I issued Proclamations 20-25, 20-25.1, 20-25.2, and 20-25.3 (Stay Home – Stay Healthy), and I subsequently issued Proclamation 20-25.4 (“Safe Start – Stay Healthy” County-By-County Phased Reopening), wherein I amended and transitioned the previous proclamations’ “Stay Home – Stay Healthy” requirements to “Safe Start – Stay Healthy” requirements, prohibiting all people in Washington State from leaving their homes except under certain circumstances and limitations based on a phased reopening of counties as established in Proclamation 20-25.4, et seq., and according to the phase each county was subsequently assigned by the Secretary of Health; and

**WHEREAS**, when I issued Proclamation 20-25.4 on May 31, 2020, I ordered that, beginning on June 1, 2020, counties would be allowed to apply to the Department of Health to move forward to the next phase of reopening more business and other activities; and by July 2, 2020, a total of five counties were approved to move to a modified version of Phase 1, 17 counties were in Phase 2, and 17 counties were in Phase 3; and

**WHEREAS**, on July 2, 2020, due to increased COVID-19 infection rates across the state, I ordered a freeze on all counties moving forward to a subsequent phase, and that freeze remains in place while I work with the Department of Health and other epidemiological experts to determine appropriate strategies to mitigate the recent increased spread of the virus, and those strategies may include dialing back business and other activities; and

**WHEREAS**, on July 23, 2020, in response to the statewide increased rates of infection, hospitalizations, and deaths, I announced an expansion of the Department of Health’s face covering requirements and several restrictions on activities where people tend to congregate; and

**WHEREAS**, the worldwide COVID-19 pandemic and its progression in Washington State continue to threaten the life and health of our people as well as the economy of Washington State, and remain a public disaster affecting life, health, property or the public peace; and

**WHEREAS**, the Washington State Department of Health (DOH) continues to maintain a Public Health Incident Management Team in coordination with the State Emergency Operations Center and other supporting state agencies to manage the public health aspects of the incident; and

**WHEREAS**, the Washington State Military Department Emergency Management Division, through the State Emergency Operations Center, continues coordinating resources across state government to support the Washington State Department of Health and local health officials in alleviating the impacts to people, property, and infrastructure, and continues coordinating with the Department of Health in assessing the impacts and long-term effects of the incident on Washington State and its people.



**NOW, THEREFORE,** I, Jay Inslee, Governor of the state of Washington, as a result of the above-noted situation, and under Chapters 38.08, 38.52 and 43.06 RCW, do hereby proclaim that a State of Emergency continues to exist in all counties of Washington State, that Proclamation 20-05 and all amendments thereto remain in effect, and that Proclamations 20-05 and 20-19, et seq., are amended to temporarily prohibit residential evictions and temporarily impose other related prohibitions statewide until 11:59 p.m. on October 15, 2020, as provided herein.

I again direct that the plans and procedures of the *Washington State Comprehensive Emergency Management Plan* be implemented throughout State government. State agencies and departments are directed to continue utilizing state resources and doing everything reasonably possible to support implementation of the *Washington State Comprehensive Emergency Management Plan* and to assist affected political subdivisions in an effort to respond to and recover from the COVID-19 pandemic.

I continue to order into active state service the organized militia of Washington State to include the National Guard and the State Guard, or such part thereof as may be necessary in the opinion of The Adjutant General to address the circumstances described above, to perform such duties as directed by competent authority of the Washington State Military Department in addressing the outbreak. Additionally, I continue to direct the Washington State Department of Health, the Washington State Military Department Emergency Management Division, and other agencies to identify and provide appropriate personnel for conducting necessary and ongoing incident related assessments.

**ACCORDINGLY,** based on the above noted situation and under the provisions of RCW 43.06.220(1)(h), and to help preserve and maintain life, health, property or the public peace, except where federal law requires otherwise, effective immediately and until 11:59 p.m. on October 15, 2020, I hereby prohibit the following activities related to residential dwellings and commercial rental properties in Washington State:

- Landlords, property owners, and property managers are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a resident to vacate any dwelling or parcel of land occupied as a dwelling, including but not limited to an eviction notice, notice to pay or vacate, notice of unlawful detainer, notice of termination of rental, or notice to comply or vacate. This prohibition applies to tenancies or other housing arrangements that have expired or that will expire during the effective period of this Proclamation. This prohibition applies unless the landlord, property owner, or property manager (a) attaches an affidavit attesting that the action is necessary to respond to a significant and immediate risk to the health, safety, or property of others created by the resident; or (b) provides at least 60 days' written notice of intent to (i) personally occupy the premises as a primary residence, or (ii) sell the property.
- Landlords, property owners, and property managers are prohibited from seeking or enforcing, or threatening to seek or enforce, judicial eviction orders involving any dwelling or parcel of land occupied as a dwelling, unless the landlord, property owner, or property manager (a) attaches an affidavit attesting that the action is necessary to respond

to a significant and immediate risk to the health, safety, or property of others created by the resident; or (b) shows that at least 60 days' written notice were provided of intent to (i) personally occupy the premises as a primary residence, or (ii) sell the property.

- Local law enforcement are prohibited from serving, threatening to serve, or otherwise acting on eviction orders affecting any dwelling or parcel of land occupied as a dwelling, unless the eviction order clearly states that it was issued based on a court's finding that (a) the individual(s) named in the eviction order is creating a significant and immediate risk to the health, safety, or property of others; or (b) at least 60 days' written notice were provided of intent to (i) personally occupy the premises as a primary residence, or (ii) sell the property. Local law enforcement may serve or otherwise act on eviction orders, including writs of restitution, that contain the findings required by this paragraph.
- Landlords, property owners, and property managers are prohibited from assessing, or threatening to assess, late fees for the non-payment or late payment of rent or other charges related to a dwelling or parcel of land occupied as a dwelling, and where such non-payment or late payment occurred on or after February 29, 2020, the date when a State of Emergency was proclaimed in all counties in Washington State.
- Landlords, property owners, and property managers are prohibited from assessing, or threatening to assess, rent or other charges related to a dwelling or parcel of land occupied as a dwelling for any period during which the resident's access to, or occupancy of, such dwelling was prevented as a result of the COVID-19 outbreak.
- Except as provided in this paragraph, landlords, property owners, and property managers are prohibited from treating any unpaid rent or other charges related to a dwelling or parcel of land occupied as a dwelling as an enforceable debt or obligation that is owing or collectable, where such non-payment was as a result of the COVID-19 outbreak and occurred on or after February 29, 2020, and during the State of Emergency proclaimed in all counties in Washington State. This includes attempts to collect, or threats to collect, through a collection agency, by filing an unlawful detainer or other judicial action, withholding any portion of a security deposit, billing or invoicing, reporting to credit bureaus, or by any other means. **This prohibition does not apply to a landlord, property owner, or property manager who demonstrates by a preponderance of the evidence to a court that the resident was offered, and refused or failed to comply with, a re-payment plan that was reasonable based on the individual financial, health, and other circumstances of that resident; failure to provide a reasonable re-payment plan shall be a defense to any lawsuit or other attempts to collect.**
- Landlords, property owners, and property managers are prohibited from increasing, or threatening to increase, the rate of rent for any dwelling or parcel of land occupied as a dwelling. Except as provided below, this prohibition also applies to commercial rental property if the commercial tenant has been materially impacted by the COVID-19, whether personally impacted and is unable to work or whether the business itself was deemed non-essential pursuant to Proclamation 20-25 or otherwise lost staff or customers

due to the COVID-19 outbreak. This prohibition does not apply to commercial rental property if rent increases were included in an existing lease agreement that was executed prior to February 29, 2020 (pre-COVID-19 state of emergency).

- Landlords, property owners, and property managers are prohibited from retaliating against individuals for invoking their rights or protections under Proclamations 20-19 et seq., or any other state or federal law providing rights or protections for residential dwellings. Nothing in this order prevents a landlord from seeking to engage in reasonable communications with tenants to explore re-payment plans in accordance with this order.
- The preceding prohibitions do not apply to operators of facilities licensed or certified by the Department of Social and Health Services to prevent them from taking action to transfer or discharge a resident for health or safety reasons in accordance with the laws and rules that apply to those facilities.

Terminology used in these prohibitions shall be understood by reference to Washington law, including but not limited to RCW 49.60, RCW 59.12, RCW 59.18, and RCW 59.20. For purposes of this Proclamation, a “significant and immediate risk to the health, safety, or property of others created by the resident” (a) is one that is described with particularity, and cannot be established on the basis of the resident’s own health condition or disability; (b) excludes the situation in which a resident who may have been exposed to, or contracted, the COVID-19, or is following Department of Health guidelines regarding isolation or quarantine; and (c) excludes circumstances that are not urgent in nature, such as conditions that were known or knowable to the landlord, property owner, or property manager pre-COVID-19 but regarding which that entity took no action.

**FURTHERMORE**, it is the intent of this order to prevent a potential new devastating impact of the COVID-19 outbreak – that is, a wave of statewide homelessness that will impact every community in our state. To that end, this order further acknowledges, applauds, and reflects gratitude to the immeasurable contribution to the health and well-being of our communities and families made by the landlords, property owners, and property managers subject to this order.

**ADDITIONALLY**, I want to thank the vast majority of tenants who have continued to pay what they can, as soon as they can, to help support the people and the system that are supporting them through this crisis. The intent of Proclamation 20-19, et seq., is to provide relief to those individuals who have been impacted by the COVID-19 crisis. Landlords and tenants are expected to communicate in good faith with one another, and to work together, on the timing and terms of payment and repayment solutions that all parties will need in order to overcome the severe challenges that COVID-19 has imposed for landlords and tenants alike. I strongly encourage landlords and tenants to avail themselves of the services offered at existing dispute resolution centers to come to agreement on payment and repayment solutions.

**ADDITIONALLY**, to inform any future changes to this order in the short-term and the long-term, if an additional extension is necessary, I direct my executive senior policy advisors who have expertise in housing issues to convene an informal workgroup with stakeholders and legislators no later than September 15, 2020. The workgroup will discuss a broad range of issues, including, but not limited to, potentially authorizing rent rate increases.

**MOREOVER**, as Washington State begins to emerge from the current public health and economic crises, I recognize that courts, tenants, landlords, property owners, and property managers may desire additional direction concerning the specific parameters for reasonable repayment plans related to outstanding rent or fees. This is best addressed by legislation, and I invite the state Legislature to produce legislation as early as possible during their next session to address this issue. I stand ready to partner with our legislators as necessary and appropriate to ensure that the needed framework is passed into law.

Violators of this order may be subject to criminal penalties pursuant to RCW 43.06.220(5).

Signed and sealed with the official seal of the state of Washington on this 24th day of July, A.D., Two Thousand and Twenty at Olympia, Washington.

By:

/s/  
Jay Inslee, Governor

BY THE GOVERNOR:

/s/  
Secretary of State

# Eviction Rent Assistance Program (ERAP)

*Rental assistance for those most likely to become homeless after an eviction, to suffer severe health consequences if evicted and to promote equity for groups of people disproportionately impacted by COVID-19 in Thurston County.*

## **Eligible households:**

This program is for people renting a home or room from a property management company, landlord, friend or family in Thurston County.

### *Eligible applicants will:*

- Have current income (over last 60 days) at or below 50% Area Median Income
- Have at least one month of rent not paid or partially paid since March 2020

### *And meet one or more of the following:*

- 50% or more of current monthly income is needed to pay rent
- Previously homeless within last five years
- Eviction history within the last seven years
- Housing disrupted due to household member's race, ethnicity, gender identity, sexual orientation or religion
- At risk of severe illness (62 or older, underlying health condition)
- Disability of any household member (includes: physical, developmental, mental or emotional impairment, impairments caused by alcohol or drug abuse, person with HIV/AIDS)

Applicants are *not* required to provide immigration status.

## **How to Make an Appointment**

Call Community Action Council to make an appointment.

(360) 438-1100

Press 8 for Housing, then 7 for ERAP

or visit their website

[www.caclmt.org](http://www.caclmt.org)

## ***Questions? Not sure if you qualify?***

Please contact us.

We believe everyone should have a safe and affordable place to live and call home.

(360) 438-1100

Press 8 for Housing, then 7 for ERAP

[www.caclmt.org](http://www.caclmt.org)



**Community Action Council**  
of Lewis, Mason & Thurston Counties

## **Referral organizations**

[CIELO \(Centro Integral Educativo Latino de Olympia\)](#)

[COFA Alliance Network of Washington \(CANN-WA\)](#)

[Community Youth Services](#)

[Family Support Center of South Sound](#)

[Innovations Human Trafficking Collaborative](#)

More referral organizations listed on the ERAP web page at [www.caclmt.org](http://www.caclmt.org).

To become a referral organization email: [info@caclmt.org](mailto:info@caclmt.org)

# Eviction Rent Assistance Program (ERAP)

## ***How much of my rent will this program help pay for?***

The Eviction Rent Assistance Program can cover up to three months of unpaid rent at 80% or Fair Market Rent for whichever amount is higher.

### **Examples**

If one month of unpaid rent is \$1,800 for a 3-bedroom unit, 80% is \$1,440 and Fair Market Rent is \$1,689 for a 3-bedroom. So the program would cover up to \$1,689 a month for three months.

If one month of unpaid rent is \$2,200 for a 3-bedroom unit, 80% is \$1,760 and Fair Market Rent is \$1,689 for a 3-bedroom. So the program would cover up to \$1,760 a month for three months.

If your landlord accepts rent payments through this program, they must forgive any remaining unpaid rent between March 1, 2020 through the months paid for by this program.

## ***Questions?*** ***Not sure if you qualify?***

Please contact us.

We believe everyone should have a safe and affordable place to live and call home.

(360) 438-1100

Press 8 for Housing, then 7 for ERAP

[www.caclmt.org](http://www.caclmt.org)



**Community Action Council**  
of Lewis, Mason & Thurston Counties

## ***Do I meet the income requirement?***

An eligible household's annual income is at 50% or less of Area Median Income (AMI), based on the last 60 days at the time of application.

Number of household members	50% of AMI (Thurston County)
1	\$30,350
2	\$34,700
3	\$39,050
4	\$43,350
5	\$46,850
6	\$50,300
7	\$53,800
8	\$57,250

## ***What do I need to apply?***

Applicants will be asked about the following:

- Name and address
- Landlord contact information
- Household characteristics & demographics
- Household income
- The amount of unpaid rent
- History of housing stability
- Household member vulnerabilities and health risks
- If applicant is 24 years old or younger

*Documentation is requested, but not required.*

Landlords must agree to participate in the program, complete the Landlord Payment Agreement Form, provide a W-9 form and accept rent payments from the Community Action Council.



Thurston County Public Health & Social Services  
Office of Housing & Homeless Prevention  
thomas.webster@co.thurston.wa.us. (360) 280-6265



# Eviction Rent Assistance Program (ERAP) for Young Adults, ages 18-24

*Rental assistance for young adults most likely to become homeless after an eviction, to suffer severe health consequences if evicted and to promote equity for groups of people disproportionately impacted by COVID-19 in Thurston County.*

## ***Eligible households***

This program is for young adults (ages 18-24) renting a home or room from a property management company, landlord, friend or family in Thurston County.

### *Eligible applicants will:*

- Have current income (over last 60 days) at or below 50% Area Median Income
- Have at least one month of rent not paid or partially paid since March 2020

### *And meet one or more of the following:*

- 50% or more of current monthly income is needed to pay rent
- Previously homeless within last five years
- Eviction history within the last seven years
- Housing disrupted due to household member's race, ethnicity, gender identity, sexual orientation or religion
- At risk of severe illness (62 or older, underlying health condition)
- Disability of any household member (includes: physical, developmental, mental or emotional impairment, impairments caused by alcohol or drug abuse, person with HIV/AIDS)

Applicants are *not* required to provide immigration status.

## ***How to Make an Appointment***

Contact Rhonda Ayers at  
Community Youth Services  
to make an appointment

(360) 280-8114

[rentsupport@communityyouthservices.org](mailto:rentsupport@communityyouthservices.org)

## ***Questions? Not sure if you qualify?***

Please contact us.

We believe young adults should have a safe  
and affordable place to live and call home.

(360) 280-8114

[rentsupport@communityyouthservices.org](mailto:rentsupport@communityyouthservices.org)

[communityyouthservices.org](http://communityyouthservices.org)



## ***Eviction Rent Assistance Program for ages 25 and over***

Schedule an appointment with the Community Action Council [online](#) or by phone  
(360) 438-1100 Press 8 for Housing, then 7 for ERAP.

[www.caclmt.org](http://www.caclmt.org)

# Eviction Rent Assistance Program (ERAP) for Young Adults, ages 18-24

## ***How much of my rent will this program help pay for?***

The Eviction Rent Assistance Program can cover up to three months of unpaid rent at 80% or Fair Market Rent for whichever amount is higher.

### **Examples**

If one month of unpaid rent is \$1,800 for a 3-bedroom unit, 80% is \$1,440 and Fair Market Rent is \$1,689 for a 3-bedroom. So, the program would cover up to \$1,689 a month for three months.

If one month of unpaid rent is \$2,200 for a 3-bedroom unit, 80% is \$1,760 and Fair Market Rent is \$1,689 for a 3-bedroom. So, the program would cover up to \$1,760 a month for three months.

If your landlord accepts rent payments through this program, they must forgive any remaining unpaid rent between March 1, 2020 through the months paid for by this program.

## ***Questions? Not sure if you qualify?***

Please contact us.

We believe young adults should have a safe and affordable place to live and call home.

(360) 280-8114

[rentsupport@communityyouthservices.org](mailto:rentsupport@communityyouthservices.org)

[communityyouthservices.org](http://communityyouthservices.org)



## ***Do I meet the income requirement?***

An eligible household's annual income is at 50% or less of Area Median Income (AMI), based on the last 60 days at the time of application.

Number of household members	50% of AMI (Thurston County)
1	\$30,350
2	\$34,700
3	\$39,050
4	\$43,350
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## ***What do I need to apply?***

Applicants will be asked about the following:

- Name and address
- Landlord contact information
- Household characteristics & demographics
- Household income
- The amount of unpaid rent
- History of housing stability
- Household member vulnerabilities and health risks
- If applicant is 24 years old or younger

*Documentation is requested, but not required.*

Landlords must agree to participate in the program, complete the Landlord Payment Agreement Form, provide a W-9 form and accept rent payments from Community Youth Services.



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

## City Council

### **Executive Session Pursuant to RCW 42.30.110 (1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter**

**Agenda Date:** 10/6/2020  
**Agenda Item Number:** 2.A  
**File Number:**20-0791

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**Type:** executive session   **Version:** 1   **Status:** Special Meeting

---

#### **Title**

Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter



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

## City Council

### **Closed Session Pursuant to RCW 42.30.140 (4) (b) - Labor Negotiations**

**Agenda Date:** 10/6/2020  
**Agenda Item Number:** 2.A  
**File Number:**20-0790

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**Type:** closed session   **Version:** 1   **Status:** Special Meeting

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**Title**

Closed Session Pursuant to RCW 42.30.140 (4)(b) - Labor Negotiations