



# Meeting Agenda

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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**Tuesday, February 2, 2021**

**5:30 PM**

**Online and via phone**

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**Register to attend:**

**[https://us02web.zoom.us/webinar/register/WN\\_X3dMXoZIQoGfCehXN3PVYQ](https://us02web.zoom.us/webinar/register/WN_X3dMXoZIQoGfCehXN3PVYQ)**

**1. ROLL CALL**

**1.A ANNOUNCEMENTS**

**1.B APPROVAL OF AGENDA**

**2. SPECIAL RECOGNITION**

**2.A [21-0134](#) Special Recognition - Proclamation Recognizing Black History Month**

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

**2.B [21-0138](#) Special Recognition - Proclamation Recognizing the 100 Year Anniversary of the Rotary Club of Olympia**

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

**3. PUBLIC COMMENT**

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

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

*Individual comments are limited to 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     [21-0143](#)     Approval of January 7, 2021 City Council Special Meeting Minutes  
*Attachments:*     [Minutes](#)
- 4.B     [21-0144](#)     Approval of January 8, 2021 City Council Retreat Meeting Minutes  
*Attachments:*     [Minutes](#)
- 4.C     [21-0145](#)     Approval of January 9, 2021 City Council Retreat Meeting Minutes  
*Attachments:*     [Minutes](#)
- 4.D     [21-0128](#)     Approval of January 21, 2021 City Council Meeting Minutes  
*Attachments:*     [Minutes](#)
- 4.E     [21-0115](#)     Approval of the 2021 Land Use and Environment Committee Work Plan  
*Attachments:*     [Work Plan](#)
- 4.F     [21-0130](#)     Approval of the 2021 Finance Committee Work Plan  
*Attachments:*     [Work Plan](#)
- 4.G     [21-0118](#)     Approval of a Proposal to Dedicate Affordable and Supportive Housing Funds from HB 1406 to Emergency Rent Assistance
- 4.H     [21-0084](#)     Approval of a Bid Award for the Water Street Lift Station Generator Replacement Project  
*Attachments:*     [Vicinity Map](#)  
                              [Bid Summary](#)
- 4.I     [21-0123](#)     Approval of Community Development Block Grant (CDBG) Program Year 2019 Annual Report  
*Attachments:*     [Draft 2019 CDBG CAPER – Citizens Summary](#)  
                              [Draft 2019 CDBG CAPER – Full HUD Version](#)
- 4.J     [21-0124](#)     Approval of a Resolution Authorizing a Funding Agreement with Low-Income Housing Institute for Plum Street Village  
*Attachments:*     [Resolution](#)  
                              [Agreement](#)

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

- 4.K     [21-0017](#)     Approval of an Ordinance Granting the Renewal of a Franchise Agreement with Comcast for Use of City Rights-of-Way to Operate and Maintain a Cable Communication System  
*Attachments:*     [Ordinance and Agreement](#)
- 4.L     [21-0059](#)     Approval of an Ordinance Amending Olympia Municipal Code, Chapter 4.24.010, Section D, Storm and Surface Water Fees



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

- 4.M**     [21-0117](#)     Approval of an Ordinance Adopting International Building Codes - First and Final Reading

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

[Summary of Significant 2018 I-Code Changes](#)

[Washington State Energy Code Summary](#)

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

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

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

- 6.A**     [21-0122](#)     Approval of a Resolution Declaring a Climate Emergency

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

- 6.B**     [21-0120](#)     Approval of a Resolution Accepting the Thurston Climate Mitigation Plan

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

[Thurston Climate Mitigation Plan](#)

- 6.C**     [21-0121](#)     Approval of a Resolution Authorizing an Interlocal Agreement with Thurston County, City of Lacey, City of Olympia, City of Tumwater and Thurston Regional Planning Council for Implementation of the Thurston Climate Mitigation Plan

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

[Agreement](#)

- 6.D**     [21-0132](#)     Briefing on the Public Engagement Process for Re-Imagining Public Safety

**Attachments:** [Project Overview](#)

[Organizational Structure and Roles & Responsibilities](#)

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

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

#### **8. REPORTS AND REFERRALS**

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

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

#### **9. ADJOURNMENT**

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



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

## City Council

### Special Recognition - Proclamation Recognizing Black History Month

**Agenda Date:** 2/2/2021  
**Agenda Item Number:** 2.A  
**File Number:** 21-0134

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

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#### **Title**

Special Recognition - Proclamation Recognizing Black History Month

#### **Recommended Action**

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

Not referred to a committee.

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

Proclaim February Black History Month in the City of Olympia.

#### **Report**

##### **Issue:**

Whether to proclaim February Black History Month in the City of Olympia.

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

Kellie Purce Braseth, Strategic Communications Director, 360.753.8361

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

Kellie Purce Braseth, Strategic Communications Director

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

Black History Month is an annual celebration of achievements by African Americans and a time for recognizing the central role of blacks in U.S. history. The brainchild of noted historian Carter G. Woodson and other prominent African Americans in 1926, every U.S. president since 1976 has officially designated the month of February as Black History Month. Other countries around the world, including Canada and the United Kingdom, also devote a month to celebrating black history.

#### **Attachments:**

Proclamation

## **PROCLAMATION**

*WHEREAS, in February, America recognizes the sacrifices and contributions made by generations of African Americans in the storied history of our nation and reflects on the ongoing struggle to keep America's founding promise of a more perfect and more equal union; and*

*WHEREAS, the African American experience is woven into the historical fabric of the Pacific Northwest: from York's full membership in the Lewis and Clark Expedition, through the first African American pioneer in the Northwest, George W. Bush, who established Bush Prairie, which is today our neighbor, the City of Tumwater; and*

*WHEREAS, the history of the City of Olympia would be far less rich and diverse without the contributions of Olympia's African American residents – such as Rebecca Howard, the beloved 19th Century entrepreneur, who owned and managed the popular Pacific House in downtown Olympia; and*

*WHEREAS, the summer of 2020 broke open festering wounds of racial injustice in America and reminded us of how much work is left undone to redeem the nation from its original sin: racism; and*

*WHEREAS, the City of Olympia has committed to do its part to help make the City and the community a more equitable, more welcoming and more just place to live and work; and*

*WHEREAS, the City of Olympia proudly embraces the cultural diversity of our community, and honors organizations, families, and individuals of African American descent in appreciation of their invaluable contributions that continue to enrich the history and culture of our city, and unite and sustain us as a community; and*

*NOW, THEREFORE, BE IT RESOLVED, the Olympia City Council does hereby proclaim the month of February 2021 as*

### ***BLACK HISTORY MONTH***

*in the City of Olympia and encourage all Olympians to reflect on the African American experience and work toward a nation where all community members have equal opportunity to thrive.*

***SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 2nd DAY OF FEBRUARY 2021.***

***OLYMPIA CITY COUNCIL***

***Cheryl Selby  
Mayor***



## City Council

### Special Recognition - Proclamation Recognizing the 100 Year Anniversary of the Rotary Club of Olympia

**Agenda Date:** 2/2/2021  
**Agenda Item Number:** 2.B  
**File Number:** 21-0138

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

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#### **Title**

Special Recognition - Proclamation Recognizing the 100 Year Anniversary of the Rotary Club of Olympia

#### **Recommended Action**

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

Not referred to a committee.

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

Recognize the Rotary Club of Olympia on the occasion of their 100<sup>th</sup> Anniversary.

#### **Report**

##### **Issue:**

Whether to recognize the Rotary Club of Olympia on the occasion of their 100<sup>th</sup> anniversary.

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

Susan Grisham, Executive Assistant & Legislative Liaison.

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

Sean Padget, Rotary Club President  
Cyndi Zechman, Rotary Club President Elect  
Dick and Judy Blinn, co-chairs, Rotary Centennial Committee  
Don Chalmers, Rotary Centennial Committee  
Wendy Holden, Rotary Centennial Committee

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

Chartered on September 10, 1920, the Rotary Club of Olympia is the 72nd Rotary Club commissioned in the world and has spent 100 years providing service to the people of the Greater Olympia area, Washington State, and the world.

Rotary Clubs throughout the world engage in “service above self”. The Rotary Club of Olympia has sponsored hundreds of high school student scholarships, community grants, a significant numbers of global youth exchange students, and supported and encouraged projects such as the creation of

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

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Community Youth Services and the building of Rotary Park.

The Olympia Rotary Club will celebrate this important milestone at their Centennial Gala on September 20, 2021.

**Attachments:**

Proclamation

**PROCLAMATION**

*WHEREAS, Rotary Clubs throughout the world engage in “service above self” to benefit peoples from nearly every country on the planet; and*

*WHEREAS, the Rotary Club of Olympia is one of over 35,000 Rotary Clubs globally; and*

*WHEREAS, the Rotary Club of Olympia was chartered on September 10, 1920 in Olympia, Washington; and*

*WHEREAS, The Rotary Club of Olympia was the 72nd Rotary Club commissioned in the world; and*

*WHEREAS, the Rotary Club of Olympia has had 100 years of distinguished service to the people of the Greater Olympia area, our state, and the world; and*

*WHEREAS, the Rotary Club of Olympia has sponsored hundreds of high school student scholarships, made scores of community grants, sponsored significant numbers of global youth exchange students, and supported and encouraged projects such as the creation of Community Youth Services and the building of Rotary Park, all for the community good; and*

*WHEREAS, the Olympia Rotary Club will celebrate this important milestone at their Centennial Gala on September 20, 2021 at the Hotel RL, and*

*WHEREAS the Olympia City Council congratulates the Rotary Club of Olympia on 100 years of “service above self” in the community; and*

*NOW THEREFORE, BE IT RESOLVED, the Olympia City Council does hereby proclaim September 10, 2020-September 10, 2021 as*

**ROTARY CLUB OF OLYMPIA CENTENNIAL YEAR**

*and we urge the greater Olympia area to join in marking this special observance.*

**SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 2<sup>nd</sup> DAY OF FEBRUARY 2021.**

**OLYMPIA CITY COUNCIL**

*Cheryl Selby, Mayor*



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

## City Council

### Approval of January 7, 2021 City Council Special Meeting Minutes

**Agenda Date:** 2/2/2021  
**Agenda Item Number:** 4.A  
**File Number:**21-0143

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

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#### **Title**

Approval of January 7, 2021 City Council Special Meeting Minutes





# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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Thursday, January 7, 2021

3:30 PM

Online and via phone

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**Special Joint Meeting with District 22 Legislators**

**Attend: <https://us02web.zoom.us/j/85701101554>**

### 1. ROLL CALL

**Present:** 7 - Mayor Cheryl Selby, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember YẾN Huýnh, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Renata Rollins

### 2. OTHER BUSINESS

#### 2.A [21-0025](#) Meeting with 22nd District Legislative Delegation

Mayor Selby opened the meeting and thanked the 22nd District Legislators for taking time out of their busy schedules to meet with the Council. Senator Hunt, Representative Dolan, and Representative Bateman shared their overview of the year's upcoming legislative session.

Mayor Selby discussed the City's 2021 legislative agenda which supports solutions to critical issues for residents of the Capital City and beyond.

Councilmembers and staff discussed the City's legislative priorities, which are as follows:  
State resources and support to address homelessness, affordable housing, mental health and chemical dependency services.

Funding for new US 101 Interchange ramps in West Olympia.

Further legislative action related to climate change.

Clarification and Strengthening of Statute Regarding Unauthorized Military Organizations and Support for Action Related to Regulation of Firearms for Local Governments

Legislators asked clarifying questions and discussed the issues.

**The discussion was completed.**

### 3. ADJOURNMENT

The meeting adjourned at 4:30 p.m.



City Hall  
601 4th Avenue E.  
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## City Council

### Approval of January 8, 2021 City Council Retreat Meeting Minutes

**Agenda Date:** 2/2/2021  
**Agenda Item Number:** 4.B  
**File Number:**21-0144

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

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**Title**

Approval of January 8, 2021 City Council Retreat Meeting Minutes



# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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Friday, January 8, 2021

10:00 AM

Online and via Zoom

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### Special Meeting - Retreat

Attend: <https://us02web.zoom.us/j/81121663352>

## 1. ROLL CALL

**Present:** 7 - Mayor Cheryl Selby, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember YẾN Huỳnh, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Renata Rollins

## 2. BUSINESS ITEM

### 2.A [21-0023](#) 2021 City Council Retreat

The meeting was called to order at 10:00 a.m.

Meeting facilitator Nancy Campbell reviewed, and the group discussed, key themes from interviews with Councilmembers. As the newest Councilmember, appointed the day before the retreat, YẾN Huỳnh was not able to be included in the interview process.

#### Key Themes

##### **Desired Retreat Outcomes:**

- Reflect on what has worked and not worked in the past year
- Integrate new Council member to feel part of the Council
- Review existing norms and discuss how to work best together
- Deepen understanding of race and equity challenges
- Create clear priorities for staff
- Review Council Guidebook and revise as needed

##### **The Good News of 2020:**

- Did not implode
- Pivot to COVID response well done
- Spent CARES Act funds wisely
- Displayed confidence in staff and followed City Manager Burney's lead
- Race and Equity conversations and community led participatory process
- Hiring staff to lead racial equity work
- Public safety work
- Completed climate plan
- Councilmember relationships for the most part good

**Challenges:**

- Addressing another year of multiple challenges (bad economy, pandemic, housing issues, becoming more inclusive, new issues such as climate)
- What is the role of the Council?
- Split between strategic responses and implementation
- Lack of agreement on processes
- Need to revisit the operating norms

**Member Relationships:**

- Harder to have effective relationships when not in person
- A lot of communication that happened informally (events etc.) no longer can
- Most feel Councilmembers worked well together
- Communication seen as fine among most members but not all
- Most want time for unstructured conversation
- Some erosion of current operating norms
- Five Councilmembers are up for election in 2021

**Agreements:**

- Not complete agreement on the role of Council as compared to staff - strategic vs. operations
- Not complete agreement on structure and purpose of some meetings
- Clarify role of Mayor Pro Tem and Mayor, as well as Council Committee Chairs
- Revisit the Council guidelines

**Processes and Systems:**

- A third Councilmember attending agenda setting on a rotating basis has been valuable
- Not all Councilmembers agree with the current committee structure and process
- How to further develop remote systems for receiving community input and testimony
- Are norms for receiving community input too limiting and shutting out voices that need to be heard

The history of the development of the current principles and operating agreements developed by the Council was discussed. It was determined there was not sufficient time to review and revise the agreements during this retreat. It was agreed the mid-year retreat will be a strategic planning session to include a review of these agreements.

Councilmembers and City Manager Burney participated in training on race and equity facilitated by Erin Jones.

**The discussion was completed.**

**3. ADJOURNMENT**

The meeting adjourned at 3:00 p.m.



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

## City Council

### Approval of January 9, 2021 City Council Retreat Meeting Minutes

**Agenda Date:** 2/2/2021  
**Agenda Item Number:** 4.C  
**File Number:**21-0145

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

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#### **Title**

Approval of January 9, 2021 City Council Retreat Meeting Minutes



# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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**Saturday, January 9, 2021**

**9:00 AM**

**Council Chambers**

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### **Special Meeting - Retreat**

**Attend: <https://us02web.zoom.us/j/85293566654>**

#### **1. ROLL CALL**

**Present:** 7 - Mayor Cheryl Selby, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Yến Huýnh, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Renata Rollins

#### **2. BUSINESS ITEM**

##### **2.A [21-0024](#) 2021 City Council Retreat**

The meeting was called to order at 9:00 a.m.

##### **Enhancing Communication**

Councilmembers spent time reflecting on each other's different working styles and what they can do to enhance their ability to work effectively together.

##### **Council Guidebook**

Councilmembers discussed possible areas for review and revision in the Council Guidebook. The General Government Committee was tasked with taking the suggestions and creating a draft of the proposed changes for the Council to review.

##### **Leadership and Member Roles**

Leadership and member roles were discussed, and the following agreements reached:

##### **Mayor's Role**

- Collaborates with the Mayor Pro Tem and City Council to guide the direction of the City
- Knows the Council Members and their interests through regular communication
- Leads meetings and agenda setting
- Attends regional Mayor meetings
- Contacts Councilmembers if an issue coming up is of specific concern or interest to them
- Booster for the City
- Represents the City at ceremonial events
- Sets the boundaries for behavior with Councilmembers, staff and community

members

- With external stakeholders will clarify if an opinion is that of the Council or just her

#### Mayor Pro Tem

- Collaborates with the Mayor and City Council to guide the direction of the City
- Helps with agenda setting
- Attends regional Mayor meetings
- Supports Mayor in facilitating the meetings
- Knows Councilmembers so she or he can represent member's interests if they come up in the agenda setting
- Contacts Councilmembers if an issue coming up is of specific concern or interest to them
- Tries to mesh the opinions and perspectives of the Councilmembers
- Attends ceremonial events for Councilmembers when the Mayor cannot attend

The Mayor Pro Tem will be appointed in a non-election year for a two-year term. The Mayor Pro Tem can serve two consecutive terms and there must be a break of two years before serving again. If there is a vacancy for the Mayor Pro Tem in the middle of a term, the Mayor will appoint a replacement.

Councilmember Gilman was chosen as Mayor Pro Tem, which will be on an upcoming City Council agenda for formal approval along with interjurisdictional and committee assignments.

Councilmembers discussed the role of Council Advisory Board/Interjurisdictional Liaisons. They reaffirmed the agreement from the 2020 retreat that, when City staff are the primary liaison to a committee, Councilmembers should attempt to attend some meetings. Ideally, if a Council referral is made to an advisory board the initial sponsor of the referral or one of the referral co-signors should attend a meeting of that advisory board.

#### **2021 Committee Assignments**

Councilmembers discussed committee assignments for 2021, which will move forward for approval at a future Council meeting.

#### **Assignment -- Delegate/Alternate**

Animal Services -- Lisa Parshley/Yến Huỳnh

Capitol Lake Future Process -- Cheryl Selby/Jim Cooper

Communications Board (TCCOM911) -- Renata Rollins/Jim Cooper

Economic Development Council -- Yến Huỳnh/Mike Reid

EMSC (Medic 1) - Renata Rollins

Intercity Transit Authority Board - Clark Gilman/Dani Madrone

JBLM Rep -- Tom Jameson

Law & Justice Council -- Renata Rollins/Cheryl Selby

LEOFF I Disability Board -- Cheryl Selby and Jim Cooper



LOTT Board of Directors -- Lisa Parshley/Dani Madrone  
Nisqually River Council -- Dani Madrone  
Olympic Region Clean Air Agency -- Jim Cooper/Lisa Parshley  
Regional Housing Council -- Jim Cooper/Dani Madrone  
Regional Transportation Policy Board -- Dani Madrone/Clark Gilman  
Sea Level Rise Governance Committee -- Dani Madrone/Lisa Parshley  
Thurston Climate Mitigation -- Lisa Parshley/Yến Huỳnh  
Thurston Cty Solid Waste (SWAC) -- Jim Cooper  
Thurston Regional Planning Council -- Clark Gilman/Cheryl Selby  
Thurston Thrives Coordinating Council -- Clark Gilman/Dani Madrone  
Tribal Relations - Scope TBD -- Cheryl Selby, Dani Madrone, Lisa Parshley  
Visitors and Convention Bureau -- Mike Reid  
Coalition of Neighborhood Assns. -- Yến Huỳnh/Clark Gilman  
Liaison to The Washington Center -- Debbie Sullivan  
Lodging Tax Advisory Committee -- Cheryl Selby  
Mayors Forum -- Cheryl Selby  
Arts Commission -- General Government Committee  
Bicycle & Pedestrian -- Land Use & Environment Committee  
Design Review Board -- Land Use & Environment Committee  
Heritage Commission -- General Government Committee  
Parks & Recreation -- General Government Committee  
PBIA Liaison Board -- Finance Committee  
Planning Commission -- Land Use & Environment Committee  
Utility Advisory Committee -- Finance Committee  
Ad Hoc Public Safety -- Lisa Parshley - Chair, Clark Gilman, Cheryl Selby  
Finance Committee -- Jim Cooper - Chair, Lisa Parshley, Cheryl Selby  
General Government Committee -- Renata Rollins - Chair, Dani Madrone, Yến Huỳnh  
Land Use and Environment Committee -- Dani Madrone - Chair, Clark Gilman, Yến Huỳnh  
Mayor Pro Tem -- Clark Gilman

**The discussion was completed.**

#### **4. ADJOURNMENT**

The meeting adjourned at 2:00 p.m.



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## City Council

### Approval of January 21, 2021 City Council Meeting Minutes

**Agenda Date:** 2/2/2021  
**Agenda Item Number:** 4.D  
**File Number:**21-0128

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

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**Title**

Approval of January 21, 2021 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, January 19, 2021**

**5:30 PM**

**Online and via phone**

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**Register to attend:**

**[https://us02web.zoom.us/webinar/register/WN\\_F6d9Bk8YQ2yJEFIIPNj3LQ](https://us02web.zoom.us/webinar/register/WN_F6d9Bk8YQ2yJEFIIPNj3LQ)**

### **1. ROLL CALL**

**Present:** 7 - Mayor Cheryl Selby, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember YẾN Huýnh, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Renata Rollins

### **1.A ANNOUNCEMENTS**

Assistant City Manager Keith Stahley introduced the City's Climate Program Manager, Dr. Pamela Braff.

Acting Police Chief Aaron Jelcick gave an update regarding local public safety preparations in advance of the upcoming Presidential inauguration.

Councilmember Gilman shared a video of a ceremonial ringing of bells in honor of lives lost to COVID-19.

Mayor Pro Tem Gilman, Councilmember Huýnh and Councilmember Madrone read a statement regarding domestic terrorism and civil unrest. The Council directed City Manager Jay Burney to develop a public safety plan regarding these concerns.

### **1.B APPROVAL OF AGENDA**

**The agenda was approved.**

### **2. SPECIAL RECOGNITION**

**2.A** [21-0078](#) Special Recognition - Proclamation Recognizing Immigrant and Refugee Advocacy Day

**The recognition was received.**

### **3. PUBLIC COMMENT**

The following people spoke: Debra Peri and Jazmine Fox-Stern.

**COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)****4. CONSENT CALENDAR**

- 4.A**     [21-0079](#)            Approval of January 12, 2021 City Council Meeting Minutes

**The minutes were adopted.**

- 4.B**     [21-0005](#)            Approval of a Resolution Authorizing Renewal of an Agricultural Lease Agreement with Spooner Berry Farm for Property Adjacent to Yelm Highway

**The resolution was adopted.**

- 4.C**     [21-0031](#)            Approval of a Resolution Authorizing a Ground Lease with Olympia School District for an Off-leash Dog Area

**The resolution was adopted.**

- 4.D**     [21-0049](#)            Approval of a Resolution Ratifying and Confirming Emergency Actions of the City Manager to Temporarily Lower the Parking and Business Improvement Area Assessments for 2021 and Extend the Due Date of 2020 & 2021 Assessments to Help Mitigate Economic Impacts of the COVID-19 Pandemic

**The resolution was adopted.**

- 4.E**     [21-0083](#)            Approval of a Resolution Authorizing a Lease Agreement for Plum Street Village

**The decision was adopted.**

- 4.F**     [21-0071](#)            Approval of Lodging Tax Advisory Committee 2021 Lodging Tax Funding Recommendations

**The decision was adopted.**

- 4.G**     [21-0075](#)            Approval of 2021 Council Meeting Calendar and Intergovernmental and Committee Assignments

**The decision was adopted.**

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

**4. FIRST READINGS (Ordinances)**

- 4.H**     [21-0059](#)            Approval of an Ordinance Amending Olympia Municipal Code, Chapter 4.24.010, Section D, Storm and Surface Water Fees

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

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

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

**Aye:** 7 - Mayor Selby, Councilmember Cooper, Councilmember Gilman, Councilmember Huýnh, Councilmember Madrone, Councilmember Parshley and Councilmember Rollins

## **5. PUBLIC HEARING**

- 5.A**     [21-0072](#)     Public Hearing on Community Development Block Grant Program Year 2019 Annual Report

Mayor Selby opened the hearing at 6:39 p.m. No one spoke. Mayor Selby closed the hearing at 6:39 p.m. The City Council directed staff to submit the CAPER report to HUD.

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

## **6. OTHER BUSINESS**

- 6.A**     [21-0082](#)     Review of Proposed Updates to the Thurston County 9-1-1 Intergovernmental Agreement

Thurston County 9-1-1 Communications Director Keith Flewelling and Deputy Director Wendy Hill gave an overview of changes to the intergovernmental agreement for 9-1-1 services.

**The report was completed.**

- 6.B**     [21-0069](#)     Community Court Update and Grant Award Announcement

Municipal Court Judge Scott Ahlf; Community Court Executive/Public Defense Coordinator Diane Whaley and Assistant City Prosecutor Bryanna Pinkston gave an update regarding community court and discussed a grant award from the U.S. Department of Justice's Bureau of Justice Assistance.

**The report was received.**

- 6.C**     [21-0066](#)     Update on the Process to Form a Social Justice and Equity Commission

Equity and Inclusion Coordinator Olivia Salazar de Breaux gave an update on the progress to form a Social Justice and Equity Commission.

**The information was received.**

**7. CONTINUED PUBLIC COMMENT****8. REPORTS AND REFERRALS****8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS**

Councilmembers reported on meetings and events attended.

Councilmember Cooper, Councilmember Huýnh and Councilmember Madrone shared proposed updates to the City's Comprehensive plan that addresses concerns regarding equity.

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

City Manager Burney noted an ordinance updating to the City's building codes to align with adoption of international building codes will be brought forward at the February 2, 2021 City Council meeting for first and final reading.

**9. EXECUTIVE SESSION****9.A [21-0068](#) Executive Session Pursuant to RCW 42.30.110(1)(g) - Personnel Matter (City Manager's Performance Evaluation)**

Mayor Selby recessed the meeting at 8:40 p.m. She asked the Council to reconvene in 5 minutes for an Executive Session Pursuant to RCW 42.30.110(1)(g) related to evaluating the qualifications of a candidate for appointment to elective office. She announced no decisions would be made, the meeting was expected to last no longer than 90 minutes.

**The executive session was held and no decisions were made.**

**9. ADJOURNMENT**

The meeting adjourned at 10:00 p.m.



## City Council

### Approval of the 2021 Land Use and Environment Committee Work Plan

**Agenda Date:** 2/2/2021  
**Agenda Item Number:** 4.E  
**File Number:** 21-0115

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

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#### Title

Approval of the 2021 Land Use and Environment Committee Work Plan

#### Recommended Action

##### Committee Recommendation:

Move to approve the attached 2021 work plan as recommended by the Land Use and Environment Committee (LUEC).

##### City Manager Recommendation:

Move to approve the 2021 work plan as recommended by the LUEC.

#### Report

##### Issue:

Whether to approve the 2021 work plan as recommended by the LUEC.

##### Staff Contact:

Leonard Bauer, Director, Community Planning and Development 360.753.8206

##### Presenter(s):

None - Consent Calendar Item.

##### Background and Analysis:

The LUEC work plan was discussed at their January 21 meeting and is the framework to guide their work in 2021.

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

General city-wide interest

##### Options:

1. Approve Land Use and Environment Committee 2021 work plan.
2. Do not approve Land Use and Environment Committee 2021 work plan.
3. Refer 2021 work plan back to Land Use and Environment Committee.

##### Financial Impact:

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

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N/A

**Attachments:**

Work Plan



<b>LAND USE AND ENVIRONMENT COMMITTEE 2021 WORK PLAN</b> <b>(Approved 1/21/21)</b>		
Meetings are the <u>third</u> Thursday of the month starting at 5:30 PM unless otherwise noted.		
<b>Agenda Item</b>	<b>Staff Responsible</b>	<b>Summary</b>
<b>January 21, 2021</b>		
1. LUEC 2021 Work Program*	Leonard Bauer	Recommendation
2. Annual Code Enforcement Status Report*	JW Mahone	Briefing
3. Accessory Dwelling Unit (ADU) Report	Leonard Bauer	Update on pre-approved plans and other recent changes to better enable ADUs. Includes public information plan.
<b>February 18, 2021</b>		
4. EDDS 2021 Update*	Steve Sperr	Briefing
5. Deschutes Watershed Restoration & Enhancement Plan	Donna Buxton	Briefing/Recommendation
6. Housing Action Plan	Amy Buckler	Briefing, including discussion of equity issues
<b>March 18, 2021</b>		
7. Downtown Residential Parking Exemption Boundary	Tim Smith	Discussion/Recommendation
8. MFTE 12-Year Affordable Housing Program	Cary Retlin	Discussion/Recommendation
9. PSE Franchise Agreement	Rich Hoey/Fran Eide	Recommendation
<b>April 15, 2021</b>		
10. Port Destination Development Plan	Leonard Bauer	Briefing
11. Parks Plan Update	Laura Keehan	Briefing
12. Shoreline Master Program Update	Joyce Phillips	Recommendation
13. Short-term Rental Regulations	Catherine McCoy/Leonard Bauer	Recommendation
<b>May 20, 2021</b>		
14. Housing Action Plan	Amy Buckler	Recommendation
15. Rental Housing Outreach	Cary Retlin	Briefing on rental housing public outreach program
16. Tenant Option to Purchase Ordinance	Cary Retlin	Discussion

<b>June 17, 2021</b>		
17. EDDS 2021 Update*	Steve Sperr	Recommendation
18. Comp Plan Periodic Update Process	Joyce Phillips	Discussion of upcoming process for 2025 Periodic Update
19. Review of City Fees/Regulations to Reduce Effects on Housing Costs	Leonard Bauer/ Multi-department staff	Update on implementation, including frontage improvements, 'change of use' definition, minimum parking requirements, etc.
20. Rental Housing Actions	Cary Retlin	Recommendation
<b>July 15, 2021</b>		
21. Urban Agriculture Update	Leonard Bauer	Briefing on discussions with regional partners
22. Downtown Creative District – Development Code Amendments	Marygrace Goddu	Briefing on potential zoning and development code amendments to implement Creative District
23. LOTT Cost of Service Study	Rich Hoey	Briefing
<b>August 19, 2021</b>		
24. Climate Action Plan Implementation/Energy Efficiency Code Updates	Pamela Braff/Larry Merrell	Discussion of implementation and consideration of equity issues
25. Downtown Strategy Implementation*	Amy Buckler	Briefing
26. Annual Comp Plan Amendments*	Joyce Phillips	Recommendation
<b>September 16, 2021</b>		
27. SE Annexation Options	Tim Smith	Briefing & Discussion
28. Neighborhood Centers Review Process	Cari Hornbein	Briefing on Planning Commission's review of Neighborhood Centers designated in Comp Plan
<b>October 21, 2021</b>		
29. Parking Strategy Implementation Update*	Max DeJarnatt	Briefing
30. Permit Type Code Amendments	Nicole Floyd	Discussion/Recommendation. Simplifies types of permits into four categories to improve understanding of land use review process.
31. Subdivision Code Amendments	Joyce Phillips	Accompanies permit type code amendments
<b>November 18, 2021</b>		

32. Housing Metrics*	Amy Buckler/Joyce Phillips	Discussion of measures tracking implementation of One Community Plan and Housing Action Plan, and Housing Options Consistency Determination
33. Solid Waste Plan Update	Gary Franks	Briefing
34. Sea Level Rise Response Plan Implementation*	Eric Christensen	Briefing
<b>December 16, 2021</b>		
35. CPD 2022 Work Plan Update*	Tim Smith	Briefing
36. LUEC 2022 Work Plan*	Leonard Bauer	Discussion
<b>TBD</b>		
1. Water System Plan Update	Eric Christensen	Briefing
2. Joint Plan Update	Joyce Phillips	Briefing
3. Low Impact Development – Approach to Homeowner Improvements	Nicole Floyd	
4. Martin Way Corridor Study	Sophie Stimson	Briefing
5. Downtown Impact Fee Boundary	Tim Smith	Consider matching DT Strategy Boundary
6. West Side High-Density Neighborhood Focus Area Plan	TBD	Discussion of scope and purpose.
7.		
8.		
9.		
10.		

\*=regular LUEC work program items each year



## City Council

### Approval of the 2021 Finance Committee Work Plan

**Agenda Date:** 2/2/2021  
**Agenda Item Number:** 4.F  
**File Number:** 21-0130

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

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#### **Title**

Approval of the 2021 Finance Committee Work Plan

#### **Recommended Action**

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

The Finance Committee met on December 16, 2020 and recommends approval of the Revised 2021 Finance Committee Work Plan.

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

Move to approve the Revised 2021 Finance Committee Work Plan.

#### **Report**

##### **Issue:**

Whether to approve the Revised 2021 Finance Committee Work Plan.

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

Nanci Lien, Finance Director, 360.753.8465

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

None. Consent item only.

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

The Finance Committee met on December 16, 2020 and developed a 2021 Work Plan that primarily focuses on the first quarter of 2021. The Finance Committee elected to keep the remaining Work Plan agenda somewhat light to allow for flexibility to address emerging financial issues related to the ongoing COVID-19 pandemic. Additional topics were identified for possible agenda items for the remainder of the year.

Finance Committee meetings are scheduled on the third Wednesday of every month starting at 5:30 pm and are currently conducted remotely. Meetings can be accessed online and via phone.

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

N/A

**Options:**

1. Approve the 2021 Finance Committee Work Plan.
2. Direct staff to revise the 2021 Finance Committee Work Plan and approve with revisions.
3. Do not approve the 2021 Finance Committee Work Plan

**Financial Impact:**

N/A

**Attachments:**

Work Plan

**2021 Finance Committee Workplan - DRAFT**

Updated: 12/16/2020

**Schedule of Regular and Special Meetings****Regular Meetings:** 3rd Wednesday 5:30 - 7:30 PM; Olympia City Hall on Zoom**Committee Members:****Councilmembers:** Jim Cooper (Chair); Lisa Parshley; Mayor Cheryl Selby**Staff:** Nanci Lien, Joan Lutz, Jana Brown, Regina Adams, Jay Burney, Keith Stahley, Debbie Sullivan, Mark Barber

Month	Tentative Date	Agenda Section	Agenda Topic	Presenter
Jan	1/20/2021	Budget Snap Shot	Budget Snap Shot - City's Centralized Fleet Program	Nanci Lien/Deb H/Meliss Maxfield
Jan	1/20/2021	Other	2021 Finance Committee Work Plan - revisited	Nanci Lien
Jan	1/20/2021	Other	FMIS Update (FROG Project)	Danelle MacEwen/Jana Brown
Feb	2/17/2021	Budget Snap Shot	Budget Snap Shot - REET	Nanci Lien
Feb	2/17/2021	Other	Budget Discussion - Input on Preliminary Budget	Nanci Lien/Jay Burney
Feb	2/17/2021	Other	Engage Olympia/Citizen Survey	Debbie Sullivan/Stacey Ray
Mar	3/17/2021	Budget Snap Shot	Budget Snap Shot - Debt; Retirement of Debt	Nanci Lien/Jana Brown
Mar	3/17/2021	Other	FMIS Update (FROG Project)	Danelle MacEwen/Jana Brown
Mar	3/17/2021	Other	Budget Revenue Stab Reserve Reimb Preliminary Disc	Nanci Lien/Jay Burney
Mar	3/17/2021	Financial Status	EOY Preliminary Financial Position Discussion	Nanci Lien/Jay Burney
Apr	4/21/2021	Budget Snap Shot	Budget Snap Shot	Nanci Lien/Jana Brown
Apr	4/21/2021	Financial Status	EOY Financial Position Discussion	Nanci Lien/Jana Brown
Apr	4/21/2021	Financial Status	Quarterly Report	Joan Lutz
May	5/19/2021	Budget Snap Shot	Budget Snap Shot	Nanci Lien/Jana Brown
May	5/19/2021	Other	TBD	
May	5/19/2021	Other	TBD	
Jun	6/19/2021	Budget Snap Shot	Budget Snap Shot	Nanci Lien/Jana Brown
Jun	6/19/2021	Other	FMIS Update	Danelle MacEwen/Jana Brown
Jun	6/19/2021	Other	Diversity & Inclusion Update	Debbie Sullivan/Linneaea Jablonski
Jul	7/21/2021	Budget Snap Shot	Budget Snap Shot	Nanci Lien/Jana Brown
Jul	7/21/2021	Financial Status	Quarterly Report	Joan Lutz
Jul	6/19/2021	Other	TBD	
Aug	8/18/2021	Budget Snap Shot	Budget Snap Shot	Nanci Lien/Jana Brown
Aug	8/18/2021	Budget	Briefing - 2022-2027 CFP/Financial Plan	Nanci Lien/Joan Lutz
Aug	8/18/2021	Other	TBD	
Sep	9/15/2021	Budget Snap Shot	Budget Snap Shot	Nanci Lien/Jana Brown
Sep	9/15/2021	Budget	Briefing - 2022 Preliminary Operating Budget	Jay Burney/Nanci Lien
Sep	9/15/2020	Budget	Utility Budget & Rates	Rich Hoey & Team
Sep	9/15/2021	Other	FMIS Update	Danelle MacEwen/Jana Brown
Oct	10/20/2021	Budget Snap Shot	Budget Snap Shot	Nanci Lien/Jana Brown
Oct	10/20/2021	Financial Status	Quarterly Report	Joan Lutz
Oct	10/20/2021	Other	TBD	
Nov	11/17/2021	Budget Snap Shot	Budget Snap Shot	Nanci Lien/Jana Brown
Nov	11/17/2021	Budget	Discussion - 2022 Prel Oper & CFP Budget Recommendations	Jay Burney/Nanci Lien
Nov	11/17/2021	Other	TBD	
Dec	12/15/2021	Budget Snap Shot	Budget Snap Shot	Nanci Lien/Jana Brown
Dec	12/15/2021	Other	Discussion - 2022 Finance Committee Work Plan	Nanci Lien
Dec	3/17/2021	Other	FMIS Update	Danelle MacEwen/Jana Brown

Budget Snapshots

Financial Reports

Budget

Other Topics

# Finance Committee Possible Agenda Items

Updated: 12/15/2020

Scheduled

Items to be scheduled

Items from previous year's 2020 lists

1	Lee Creighton Justice Center
2	Excise Tax
3	Annexation Financial Impact Analysis
4	Discuss results of ADA study
5	Transportation Funding
6	Short-Term Rentals
7	Citywide Fleet Program (Jan)

Item #	Suggested by:	Possible Other Topics
8	Sullivan	Engage Olympia - Check in on budget (sooner than later); LP - include questions about Police Budget (Feb)
9	Sullivan	Diversity & Equity; should be ready in May/June; include imagine public safety? (June)
10	Cooper	Does GFOA best practices related to equity?
11	Sullivan	Budget Stabilization Reserve; 1st quarter; having a plan in place; discuss re-plenishing 2020 in April; discuss w/Debbie about bigger picture
12	Parshley	Climate Mitigation Plan & Sealevel Rise
13	Cooper/Selby	EIS Phase II - Capital Lake/Shared Governance Model/Design Costs related to City's infrastructure (5th Ave Bridge)
14		Financial review of all services provided to other entities (Fire fleet, State Fire, etc)
15		Financial Management Information System (FMIS) Project updates (Jan, Jun, Sep, Dec)
16		B&O Software Project
17		B&O Audit Project
18		OFD Fleet Program - Business Analysis
19		Budget Revenue Stabilization Reserve Policy
20		Firefighters Pension
21		Risk/Insurance Program
22		LOTT Updated
23	Dept Pres	OFD (Fire, Fleet, Inspection, Medic 1, State Protection)
24	Dept Pres	CP&D (Parking Fund, Developer Fee Fund, CDBG, PBIA, etc) - LP & Gilman want to understand the CP&D budget
25	Dept Pres	H/R
26	Dept Pres	OPEB - LEOFF 1
27	Dept Pres	Self-insured Workers Compensation Program
28	Dept Pres	Self-insured Unemployment Program
29	Dept Pres	Health Care Costs
30	Dept Pres	Pension Costs
31	Dept Pres	Legal
32	Dept Pres	Municipal Court/Community Court
33	Dept Pres	OPARD
34	Dept Pres	Finance
35	Dept Pres	Information Technology
36	Dept Pres	Communication
37	Dept Pres	Public Works
38	Dept Pres	Engineering
39	Dept Pres	Transportation
40	Dept Pres	Facilities
41	Dept Pres	Water Resources
42	Dept Pres	Waste ReSources
43	Dept Pres	OFD

## Finance Committee Possible Agenda Items

Updated: 12/15/2020

Scheduled

Items to be scheduled

44	Dept Pres	Municipal Court Dept
45	Dept Pres	Community Court Program
46	Dept Pres	Public Works Dept
47	Dept Pres	City Manager Dept
48	Dept Pres	Legal Dept
49	Dept Pres	Information Services LOB
50	Dept Pres	Clerks Office LOB
51	Dept Pres	OPI LOB
52	Dept Pres	OPD - False Alarm Program
53	Cooper	Training funds; identify core/critical training/what are other communities doing - H/R to research
54	Cooper	Culture Access Tax; 1/10 of 1%; create a planning group w/school board; discussed about a year ago; should we start conversation again
55	Cooper	Financial impacts of land use action taken to PC (ADUs); should FC discuss before going to full Council (example: Multnomah County gave loans to incentivize density)
56	Cooper	Regional Fire Authority; how would we fund planning phase
57	Cooper	Discussion on Council weighing in early in budget process to provide CM with item Council would like to see in preliminary budget (example: public safety structure)
58	Cooper	Small equipment needs for OPD and OFD - how do make equipment replacement part of operating budget (like fleet replacement); Asset management
59	Cooper	Fire Fleet Program - if revenue generator, could we replicate the "fleet" program for other jurisdictions? School district?
60	Parshely	STR Access Tax; came from short-term rental owners
61	Parshely	Low/No Interest Residential Loans; using reserves for cash to fund climate actions (like C-Pacer loan); City could promote County program; paid off through Prop Taxes
62	Lien	TNCs (Transportation Network Companies - Lyft, Uber) different way of licensing by trip vs flat fee
63	Cooper	GFOA - Equity best practices
64	Sullivan	Armory discussion
65	Burney	Developer Fee Revenue Fund
66	JBurney	Engineering Services Funding
67	Sullivan	Community Conversations; engage Olympia;
68	Parshely/Selby	CDBG Program
69	Sullivan	Diversity & Inclusion Update (May/June)
70	Cooper	Springboarding off imagining Public Safety - how does this tie into Justice Center?
71		All Justice System \$ (in and out)/ prosecutor and defense funds are similar; like case load; expanding Com Court; Impact of future courthouse

### Chair Cooper's recommendation:

- Workplan in general; only set concrete FC Workplan for 1st Quarter to allow flexibility for unknowns in 2021

Possible Budget Snap Shots	Sched for
1 Centralized Fleet Program (Jan)	Jan
2 Business License Program	
3 Program Revenues	
4 Grants	
5 Comprehensive Annual Financial Report	
6 Debt	Mar
7 General Facility Charges and Fees	
8 REET	Feb



Finance Committee Previous Budget Snap Shots

Updated: 12/16/2020

Budget SnapShot	Topic Type	Description	2018	2019	2020	2021
Yes	Revenue - Taxes	General	Apr 2018			
Yes	Revenue - Taxes	Property Tax	Oct 2018		May 2020	
Yes	Revenue - Taxes	Sales Tax			Apr 2020*	
No	Revenue - Taxes	B&O Tax			Apr 2020*	
Yes	Revenue - Taxes	REET				Feb 2021
Yes	Revenue - Taxes	Lodging Tax			Apr 2020	TBD
Yes	Revenue - Taxes	Utility Tax			Oct 2020	
Yes	Revenue	State Shared			Jun 2020	
	Revenue	Charges for Goods & Services				TBD
	Revenue	Licenses				TBD
	Revenue	Permits				TBD
	Revenue	Intergovernmental				TBD
Yes	Revenue	Impact Fees		Oct 2019	Aug 2020	
	Revenue	General Facility Charges				
Yes	Revenue	Home Fund Revenue			Apr 2020	
Yes	Expenditures	Labor Costs	Feb 2018			
No	Expenditures	LEOFF 1	May 2018			
No	Expenditures	Firefighter Pension	May 2018			
Yes	Dept/Programs	Citywide Fleet Program				Jan 2021
	Dept/Programs	Finance Dept				
	Dept/Programs	CP&D Dept				
	Dept/Programs	OPARD				
No	Dept/Programs	OPD			Nov 2020*	
Yes	Other	Reserve Policies	Jun 2018			
No	Other	Budget Revenue Stabilization Reserve		May 2019		
Yes	Other	Debt		Mar 2018; Feb 2019		Mar 2021
Yes	Other	Investments		Mar 2019; Sep 2019	Jul 2020	
Yes	Other	Internal Controls		Jul 2019		
No	Other	Public Safety Levy Program (OPD)		Jun 2019*		
Yes	Other	Financial Policies		Jun 2019		
Yes	Other	CAFR - Annual Report		May 2019		
Yes	Other	Audits		Apr 2019		
Yes	Other	Council Financial Fid Responsibility		Jan 2019		
Yes	Other	Wash Center for Performing Art			Apr 2020	

\*Not presented as Budget Snapshots



## City Council

### Approval of a Proposal to Dedicate Affordable and Supportive Housing Funds from HB 1406 to Emergency Rent Assistance

**Agenda Date:** 2/2/2021  
**Agenda Item Number:** 4.G  
**File Number:** 21-0118

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

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#### **Title**

Approval of a Proposal to Dedicate Affordable and Supportive Housing Funds from HB 1406 to Emergency Rent Assistance

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve the proposal to contract 2020 Affordable and Supportive Housing Funds (1406) for emergency rent assistance for households below 60 percent AMI.

#### **Report**

##### **Issue:**

Whether to authorize staff to proceed to contract with Community Action Council of Lewis, Mason & Thurston Counties to use these funds to provide emergency rent assistance.

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

Cary Retlin, Home Fund Manager, Executive, 360.570.3956.

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

None - Consent Calendar Item.

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

The Emergency Rent Assistance Program (ERAP) currently administered by the Community Action Council of Lewis, Mason & Thurston Counties is running short of rent assistance. This proposal will result in a contract for rent assistance to support low-income households in our community that are unable to keep up with rent because of employment impacts related to COVID-19 closures.

If this proposal is approved staff will coordinate with Thurston County and Community Action Council on a contract and scope of work focused on providing emergency rent assistance to households at or below 60 percent of area median income. Staff will ensure that funds are consistent with requirements under RCW 82.14.540 and are reasonable for the Community Action Council to deploy

quickly - similar to the existing ERAP program.

Other Thurston County jurisdictions including the County also took action to retain this revenue locally. The Regional Housing Council has discussed this matter and Thurston County is also planning to use 2020 funds for similar emergency rental assistance.

Staff are bringing this proposal to Council now at the request of Councilmember Cooper, our Regional Housing Council representative, prior to having a signed agreement so that funds can reach the Community Action Council rapidly.

#### Background on the Source of these Funds

During the 2019 legislative session, the state approved House Bill 1406 which created a local option to retain existing sales tax revenue locally for specific affordable housing uses under RCW 82.14.540. Council took action to retain that revenue in 2020. The revenue must be used for acquiring, rehabilitating, or constructing affordable housing; operations and maintenance of new affordable or supportive housing facilities; and rental assistance. The funding must be spent on projects that serve persons whose income is at or below 60 percent of the area median income. Cities can also issue bonds to finance the authorized projects.

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

This is a topic of concern to many in the community since hundreds of lower income households in Olympia have fallen behind on their rent and are at risk of losing their housing or choosing between paying rent and paying other critical household expenses.

#### **Options:**

1. Direct staff to pursue a contract with Community Action Council for emergency rental assistance with 2020 Affordable and Supportive Housing revenue.
2. Direct staff to take other action related to 2020 Affordable and Supportive Housing revenue.
3. Do not approve this proposal.

#### **Financial Impact:**

If approved this proposal would result in the City contracting to use up to \$217,000 in funds accrued under RCW 82.14.540 for Affordable and Supportive Housing for emergency rent assistance.

Note that revenue has not accrued as rapidly as projected by the state Department of Revenue in 2019. At that time 2020 revenue was projected to be \$330,000.

#### **Attachments:**

None



## City Council

### Approval of a Bid Award for the Water Street Lift Station Generator Replacement Project

**Agenda Date:** 2/2/2021  
**Agenda Item Number:** 4.H  
**File Number:** 21-0084

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

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#### Title

Approval of a Bid Award for the Water Street Lift Station Generator Replacement Project

#### Recommended Action

##### Committee Recommendation:

Not referred to a committee.

##### City Manager Recommendation:

Move to award the construction contract to Rognlin's, Inc. in the amount of \$353,952.76 and authorize the City Manager to execute the contract.

#### Report

##### Issue:

Whether approve a bid award for the construction contract for the Water Street Lift Station Generator Replacement Project to Rognlin's, Inc. in the amount of \$353,952.76.

##### Staff Contact:

Jim Rioux, Project Manager, Public Works/Engineering, 360.753.8484

##### Presenter(s):

None - Consent Calendar Item.

#### Background and Analysis:

Backup power generation is a critical element of our sewer lift station infrastructure. Lift stations pose critical risks for spills and associated public and environmental health impacts. Unlike gravity sewer pipes, pump stations are comprised of complex mechanical and electrical systems susceptible to chronic or acute failure. The lift stations must operate well in order to prevent sewer overflows.

The emergency backup power generator at the Water Street Sewer Lift Station is near the end of its serviceable life and needs to be replaced with updated equipment to ensure reliable operation. This project will replace the existing diesel generator with an upgraded Cummins diesel generator.

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

- Potential sewage overflows pose a public health risk to adjacent downtown properties.

Minimizing that risk is a significant benefit to those properties.

- Lift Stations create noise and odor issues for adjacent properties. These issues were acknowledged and accepted by the developer of the adjacent Laurana Development. Project design was completed in close coordination with that developer.

**Options:**

1. Award the construction contract to Rognlin's, Inc., in the amount of \$353,952.76 and authorize the City Manager to execute the contract. The project proceeds as planned.
2. Reject all bids and direct staff to rebid the project. The time needed to rebid will delay construction. The cost to construct the project may increase.

**Financial Impact:**

This project is identified in the Capital Facilities Plan. Funding for the project comes from the Sewer Lift Stations Program. The low bid of \$353,952.76 is approximately 25% below the Engineer's estimate. There are sufficient funds in the budget to complete this project.

Overall project costs:

Total Low Bid:	\$ 353,952.76
Contingency to Award (10%):	\$ 35,395.28
Engineering: Design, Inspection, Consultants	\$ 290,205.12
Total Estimated Project Cost:	\$ 679,553.16
Available Project Funding:	\$ 679,553.16

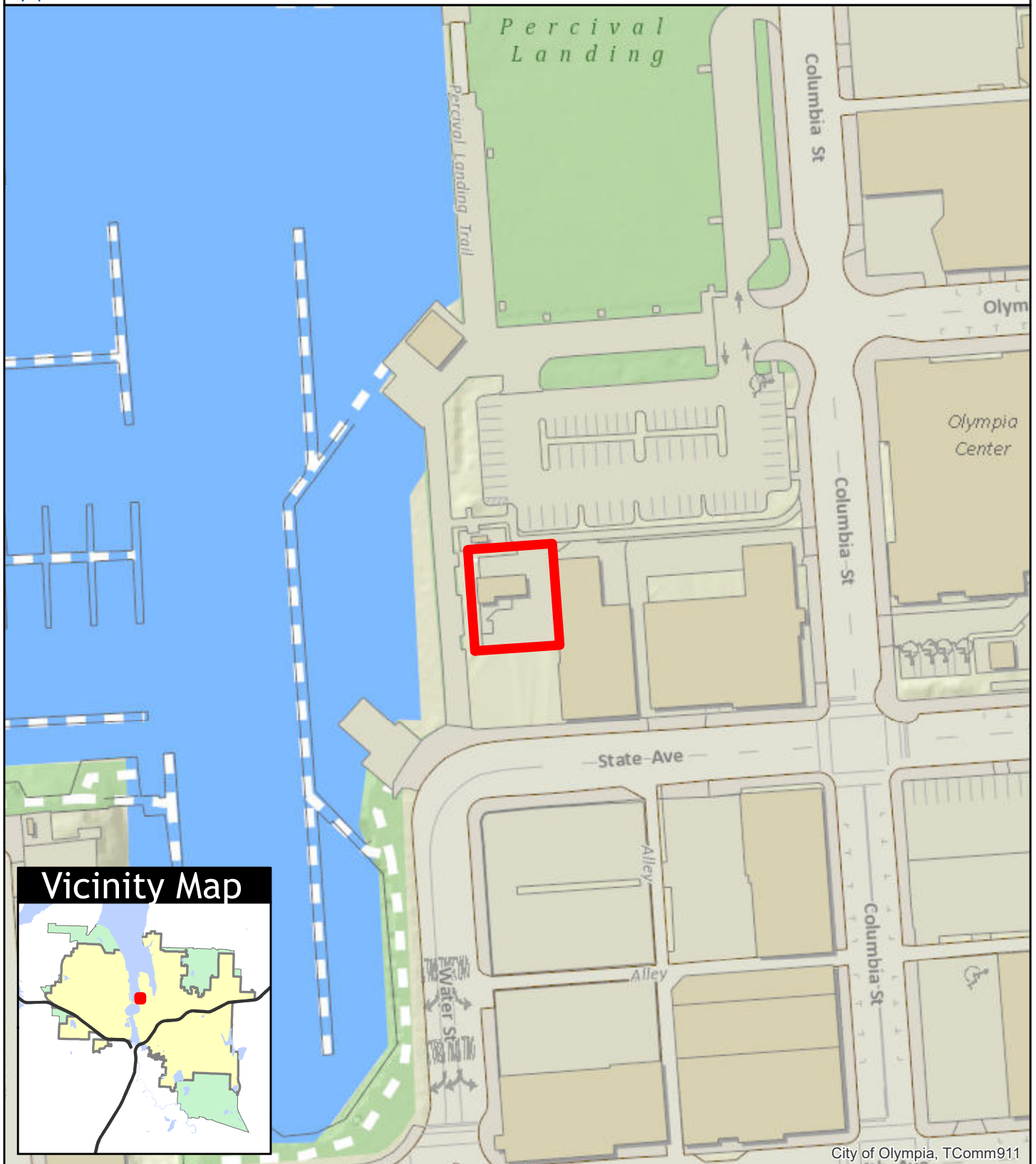
**Attachments:**

Vicinity Map  
Bid Summary



# Water Street Lift Station Generator Replacement

Project No. 1753Q



City of Olympia, TComm911

0 50 100 Feet 1 inch = 100 feet

Map printed 1/6/2021

For more information, please contact:

Jim Rioux, Project Manager

(360) 753-8484

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## City Council

# Approval of Community Development Block Grant (CDBG) Program Year 2019 Annual Report

**Agenda Date:** 2/2/2021  
**Agenda Item Number:** 4.I  
**File Number:** 21-0123

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

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### Title

Approval of Community Development Block Grant (CDBG) Program Year 2019 Annual Report

### Recommended Action

#### Committee Recommendation:

Not referred to a committee.

#### City Manager Recommendation:

Move to approve the Community Development Block Grant (CDBG) Program Year 2019 Annual Report (Consolidated Annual Performance & Evaluation Report, or CAPER) and direct staff to submit to HUD on or before February 15.

### Report

#### Issue:

Whether to approve the CDBG Program in Program Year 2019 (9/1/19 - 8/31/20) Annual Report and submit to HUD on or before February 15, 2021.

#### Staff Contact:

Cary Retlin, Home Fund Manager, Executive, 360.570.3956

#### Presenter(s):

None - Consent Calendar Item.

### Background and Analysis:

Each year the City reports on the performance of the Community Development Block Grant (CDBG) Program through the "Consolidated Annual Performance & Evaluation Report" known as the CAPER. This report is presented in a Citizens Summary overview and the full CAPER that will be uploaded to the Department of Housing and Urban Development (HUD) reporting website.

This CAPER details the performance of the City's CDBG Program for the Program Year 2019 (September 1, 2019 - August 31, 2020). Program Year 2019 expenditures are also summarized in both documents.



The City held a 15-day public comment period that ran from January 15, 2021 through February 1 which allowed the public to review of the CAPER. Copies of the CAPER were made available online at [www.olympiawa.gov](http://www.olympiawa.gov).

The public was advised on how to submit comments on the CAPER via emailing the City CDBG Program, sending a letter to the Olympia CDBG Program or to attend an online public hearing at Olympia City Council's January 19, 2021 business meeting.

No public comments were made at the public hearing and to date staff have not received any other email comments about this program year or these reports.

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

The federal CDBG Program offers a flexible source of funding to meet a wide variety of affordable housing, social service, economic development and other community development needs.

**Options:**

- 1) Move to approve the Community Development Block Grant Program Year 2019 CAPER Annual Report and direct staff to submit to HUD on or before February 15, 2021.
- 2) Do not approve the Community Development Block Grant Program Year 2019 CAPER Annual Report (which may create a risk federal compliance issues).
- 3) Take other action (which may create a risk federal compliance issues).

**Financial Impact:**

The CDBG Program Year 2019 Annual CAPER Report details the expenditures of \$506,000 in federal funds and \$313,284 in contracted obligations.

**Attachments:**

Draft 2019 CDBG CAPER - Citizens Summary

Draft 2019 CDBG CAPER - Full HUD Version

# Olympia's Program Year 2019 Consolidated Annual Performance & Evaluation Report

## Introduction

The **Consolidated Annual Performance and Evaluation Report** (CAPER) is the City of Olympia's annual report on the **Community Development Block Grant** (CDBG) Program. This report provides information on the activities funded for the Program Year 2019 (PY 2019) Action Plan (9/1/19 – 8/31/20), the second year of the City of Olympia's Five-year Consolidated Plan.

## Report Format

The full CDBG annual report known as the CAPER is submitted online to the federal Department of Housing and Urban Development (HUD) in a digital format that may be difficult for citizens to understand. A copy of the full CAPER is either attached or available upon request. In the spirit of our Citizen Participation Plan, we offer this **"Citizen's Summary"** to provide key information in a user-friendly format to ensure that our community understands how these federal funds are used.

## Availability

The draft CAPER will be available for public comment as follows:

- **Public Comment Period:** 15 Day period running from **Thursday, January 14, 2021 to Monday February 1, 2021**
- **Public Hearing:** 5:30 p.m., Tuesday, January 19, 2021
- **Collecting Public Comments:** All public comments and corrections will be included in the final CAPER
- **Submittal:** Final CAPER submitted to HUD on or before **February 15, 2021**
- **Available Online:** The CAPER will be available on the City's website located at [Olympiawa.gov/CDBG](http://Olympiawa.gov/CDBG)

## CDBG Strategic Goals

The City identified five goals to pursue with CDBG funding during the current five-year "CDBG Consolidated Plan" period (PY 2018 – PY 2022). This strategic plan can be viewed at: <http://olympiawa.gov/city-services/housing-social-service.aspx> and is summarized as follows:

- **Housing Rehabilitation (*Highest priority*)**
- **Social (*Public*) Services (*Highest Priority*)**
- **Economic Development**
- **Land Acquisition**
- **Public Facilities**



*CDBG was used to fund several community development goals to improve the urban hub – including small business training, micro-enterprise training and downtown safety loans.*

## Program Year 2019 Proposed and Actual CDBG Expenditures

The following table represents the current and prior year projects that had fiscal activity during Program Year 2019:

[illegible]

**Program Year 2019, Prior Year Funds Reallocation and CDBG-CV Funding Allocations**  
**Contracts Executed**

**Olympia COVID CDBG and Economic Recovery Response**

		CARES Act Funds	CDBG-CV3	CDBG	Economic Recovery Funds
<b><u>Emergency Food Assistance</u></b>					
	South Sound Senior Center	\$ -	\$ 50,000	\$ 100,000	\$ -
	Food Bank of Thurston County	\$ -	\$ 50,000	\$ 120,000	\$ -
	Community Kitchen (CCS)	\$ -	\$ -	\$ 40,000	\$ -
	Union Gospel Mission Kitchen	\$ -	\$ -	\$ 15,000	\$ -
	Union Gospel Mission Kitchen	\$ -	\$ -	\$ 25,000	\$ -
<b>Food Assistance Subtotal</b>		\$ -	\$ 100,000	\$ 300,000	\$ -
<b><u>Economic Development</u></b>					
	Business Support Programs	\$ -	\$ -	\$ 102,383	\$ 25,000
	Business Support Programs		\$ -	\$ 47,617	
	Northwest Coop Development Center	\$ -	\$ -	\$ 50,000	
	Enterprise for Equity	\$ -	\$ -	\$ 65,000	
	Thurston Asset	\$ -	\$ -	\$ 50,000	
	Economic Development Council	\$ -	\$ -	\$ 97,500	\$ 50,000
	Evening Outreach	\$ -	\$ 100,000		\$ -
	United Way	\$ -	\$ -	\$ -	\$ 50,000
	Thurston Chamber	\$ -	\$ -	\$ -	\$ 18,000
	Olympia Downtown Association	\$ -	\$ -	\$ -	\$ 38,650
	Regional Recovery Task Force	\$ -	\$ -	\$ -	\$ 70,000
	J Robertson Co.	\$ -	\$ -	\$ -	\$ 50,000
	Childcare	\$ -	\$ -	\$ -	\$ -
<b>Eco Devo Subtotal</b>		\$ -	\$ 100,000	\$ 412,500	\$ 301,650
<b><u>Shelter, Housing and Human Services</u></b>					
	Shelter and emergency housing	\$ -			\$ -
	Foundation for the challenged	\$ -	\$ -	\$ 59,000	\$ -
	Homeless Coordinator	\$ -	\$ 50,161	\$ 150,000	\$ -
	Downtown Ambassadors	\$ -	\$ -	\$ 113,529	\$ -
<b>Housing Subtotal</b>		\$ -	\$ 50,161	\$ 322,529	\$ -
<b>SECTION 108 LOAN REPAYMENT</b>		\$ -		\$ 56,000	
<b>CDBG Program Subtotal</b>		\$ -	\$ 250,161	\$ 1,091,029	\$ -
<b><u>CDBG Administration</u></b>					
<b>CDBG Program Management - PY2020</b>		\$ -	\$ 120,000	\$ 92,500	\$ -
		<b>CARES Act Funds</b>	<b>CDBG-CV3 TOTAL</b>	<b>CDBG TOTAL</b>	<b>ECONOMIC RECOVERY</b>
		\$ -	\$ 370,161	\$ 1,183,529	\$ 603,300

## Resources

Projects funded with Olympia's CDBG monies also receive funding from other sources, which "leverages" or matches with other fund sources to meet the needs in our community. The City leveraged economic recovery dollars (\$603,300) to support economic development, as well as partnering with Thurston County to distribute funds to local food banks and Meals on Wheels.

### Program Year 2019 Accomplishments

Following are a couple of highlights from the **Program Year 2019 Action Plan**:



***Downtown Safety Program – Completed the Crime Prevention through Economic Development Projects***

**Downtown Safety Program:** The City partnered with the Olympia Downtown Association to identify key nighttime walking paths in need of better lighting. This project began in program year 2013, with activities taking off in program year 2015. Thirteen (13) lighting and safety projects were completed during program year 2019 wrapping up the CDBG funded Crime Prevention through Economic Development projects, creating well-lit walking paths between parking lots and the major theaters and other evening venues in the urban hub.

### Downtown Ambassador Program

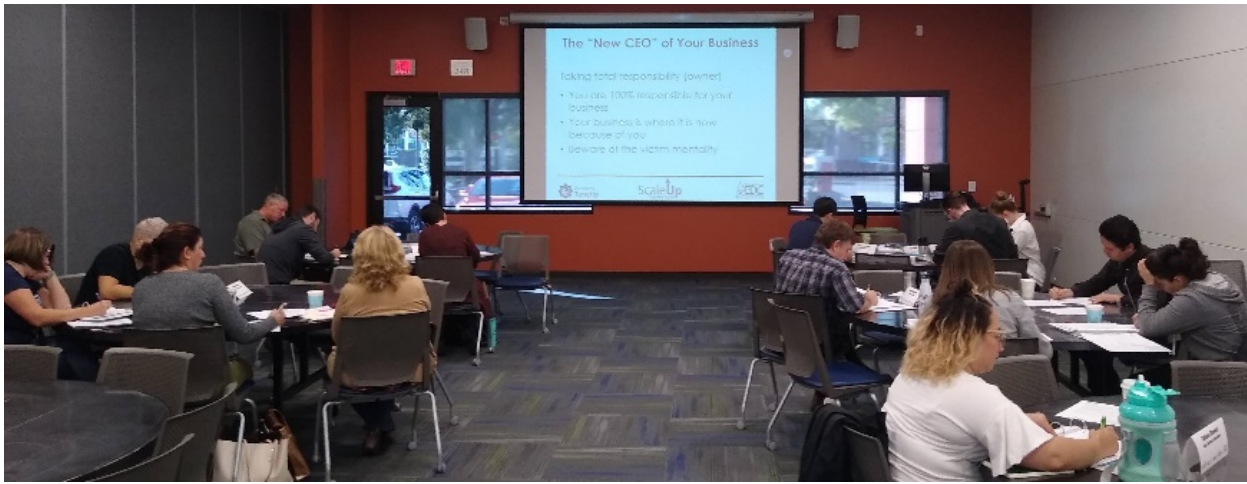
The City funded the Downtown Ambassador Program, first through the Capital Recovery Center, then bringing the program in-house. This team provides services and referrals on 1,500 occasions for homeless, mentally ill and street dependent people in Olympia's urban hub. This program is paired with the City-funded Downtown Clean Team that provides downtown clean-up services. The Ambassadors also provided support and resources to business owners and residents in the urban core over 1800 times. The City allocated and expended the full amount of \$55,000 in CDBG funds.

### Micro Enterprise Training and Technical Assistance

The City worked with Enterprise for Equity to provide Micro Enterprise training and technical assistance for 11 entrepreneurs. This program fosters economic opportunities by helping low and moderate income entrepreneurs develop and launch sound business plans. The City allocated \$20,500 and expended \$20,475 in CDBG funds.

### Small Business Training and Technical Assistance

The City worked with **Center for Business & Innovation** (CBI - a partner of Thurston Economic Development Council) and provided business training & technical assistance for 53 Olympia-based businesses. This training, called the "Scale-up/Tune-Up" Business Training" program retained one low-to-moderate income job. The City allocated \$30,000 to this program and expended \$29,335 in CDBG funds. **The CBI "Scale-Up" business training sessions are tailored to strengthen small businesses which in turn create/retain jobs.**



\*Picture taken prior to COVID-19 restrictions\*

## **Salvation Army Day Center / Community Kitchen Project - *CANCELLED***

Salvation Army cancelled their City-funded agreement for their new Day Center, instead they plan to pursue their project with private funding. This project is designed to double the capacity. This means the City needed to reallocate the PY 2018 award of \$300,000 along with \$125,000 in the PY 2019 Annual Action Plan. The City amended those funds into the PY 2019 Annual Action Plan on May 12, 2020 in response to Coronavirus.

## CR-05 - Goals and Outcomes

### Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

In this second year of the current Five (5) Year Consolidated Plan (2018 – 2022), the City invested in economic development and public service activities due to the Coronavirus, which struck in the middle of our 2019 program year. A significant project, the Salvation Army Day Center, was cancelled at the request of Salvation Army. Those funds were reallocated to Coronavirus response in support of food distribution and homeless response.

### Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Housing	Affordable Housing	CDBG: \$	Rental units constructed	Household Housing Unit	150	0	0.00%	0	0	
Affordable Housing	Affordable Housing	CDBG: \$	Rental units rehabilitated	Household Housing Unit	10	0	0.00%			
Affordable Housing	Affordable Housing	CDBG: \$	Homeowner Housing Added	Household Housing Unit	8	0	0.00%	0	0	



Affordable Housing	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	0		0	0	
Affordable Housing	Affordable Housing	CDBG: \$	Housing for Homeless added	Household Housing Unit	0	0				
Affordable Housing	Affordable Housing	CDBG: \$	Housing for People with HIV/AIDS added	Household Housing Unit	0	0				
Economic Development	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	3	3	100.00%	4	0	0.00%
Economic Development	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	20	21	105.00%	54	0	0.00%
General Administration	Administration	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		0	0	0.00%
General Administration	Administration	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		0	0	0.00%
General Administration	Administration	CDBG: \$	Jobs created/retained	Jobs	0	0		0	0	0.00%



General Administration	Administration	CDBG: \$	Businesses assisted	Businesses Assisted	0	0		0	0	0.00%
General Administration	Administration	CDBG: \$	Other	Other	1	0	0.00%			
Homeless Continuum of Care	Homeless	CDBG: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	200	0	0.00%			
Homeless Continuum of Care	Homeless	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	4,100	0	0.00%			
Homeless Continuum of Care	Homeless	CDBG: \$	Homelessness Prevention	Persons Assisted	1,000	0	0.00%			
Homeless Continuum of Care	Homeless	CDBG: \$	Housing for Homeless added	Household Housing Unit	75	0	0.00%			
Land Acquisition	Non-Housing Community Development		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1	0	0.00%			
Land Acquisition	Non-Housing Community Development		Other	Other	0	0				

Public Facilities and Infrastructure	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10,000	0	0.00%	1,242	0	0.00%
Public Services	Non-Homeless Special Needs	CDBG: \$ / CDBG-CV: \$237,383	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	700	43,289	100%	2,000	40,137	100%

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

**Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

The two highest priority activities during the PY 2019 Annual Action Plan period were public service and economic development. When the cap on public services was waived in response to Coronavirus, the City funded several activities to include food distribution to vulnerable populations like seniors, homeless individuals and low-income families. The City also increased PY 2019 awards to the Thurston Economic Development Council and Enterprise for Equity for training and technical assistance to small and micro businesses. The Thurston Economic Development Council focused on trainings to help small businesses prepare for Coronavirus restrictions. Enterprise for Equity focused on art-prenuers as the industry suffered tremendously during the statewide shut-downs.

The City funded one public facility improvement with CDBG funds at First Christian Church – Interfaith Works Shelter. The shelter was able to install a new kitchen sink to provide safe hand-washing during the pandemic, as well as installing partitions throughout the shelter to maintain state ordered social distancing policies. The shelter’s sewer system failed over a year ago and flooded the entire basement and CDBG funds were able to provide new flooring to the shelter to avoid hazardous living conditions. The shelter also purchased bed bug free mattresses that are

easily sanitized to contain the spread of the virus.

In addition to those priorities, the City maintained its emphasis on economic development and many safety and crime prevention activities were undertaken. Eleven (11) safety lighting projects based on a comprehensive downtown safety assessment intended to enhance the safety of downtown Olympia were completed during PY 2019. This project began in 2015 and created/retained an aggregate of nine (9) jobs for low-moderate-income folks.

The City also funded a Homeless Response Coordinator (HRC) in PY 2019 in response to the prevention of Coronavirus. The position was previously funded through an outside grant from the Evergreen Christian Community, but the organization was no longer able to fund the position so CDBG funds were allocated to support the position until February 2022. The HRC works closely with the Thurston County Department of Human and Social Services to locate and quarantine homeless individuals who are high risk for the virus. The HRC coordinated shelter beds, mitigation site interviews, and Plum Street Village interviews to get people off the street during the pandemic. Olympia counted 995 homeless individuals in the 2020 Point-in-Time Census, which is a 195 person increase since 2019. It is expected to increase again in 2021, as many individuals have fallen into homelessness over the year.

The City continued to fund its Downtown Ambassadors program who provided support to businesses, street outreach and hospitality services to residents, business owners and visitors in the Downtown core.

Before Coronavirus, the City had plans to acquire land for a future affordable housing project, but that goal was put on hold in order to prevent, prepare and respond to Coronavirus. These funds were made available when a Salvation Army project was not completed due to the shelter closing during the pandemic. The City instead allocated these funds and prior year funds to the public service activities listed above, as well as the completion of a PY 2017 sewer connection project who incurred overrun costs during the final stages of the project. The City also made its final payment to the Section 108 Loan received in 2013 for Crime Prevention through Economic Development (CPTED) activities.

## CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	34,432
Black or African American	2,393
Asian	863
American Indian or American Native	396
Native Hawaiian or Other Pacific Islander	156
<b>Total</b>	<b>38,240</b>
Hispanic	1,172
Not Hispanic	37,068

**Table 2 – Table of assistance to racial and ethnic populations by source of funds**

### Narrative

The City's CDBG program benefited racial ethnic populations equivalent to our demography. Unfortunately, a significant number of social service beneficiaries of the Downtown Ambassador Program and Homeless Response program did not self-identify their race or ethnicity.

## CR-15 - Resources and Investments 91.520(a)

### Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	866,363	\$371,820
Other	public - federal	237,383	\$0

Table 3 - Resources Made Available

### Narrative

Projects in PY 2019 are still in progress as our CV funds were amended into our PY2019 Annual Action Plan. Expenditures will be drawn during Program Year 2020 through 2022.

### Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Downtown Urban Core	90	92%	

Table 4 – Identify the geographic distribution and location of investments

### Narrative

The PY 2019 Annual Action Plan was intended to focus primarily on downtown Olympia given the high concentration of the lowest income households given the American Community Survey data showing this to be one of the lowest income census areas (Tract 101, Block 1).

## **Leveraging**

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

Projects funded with Olympia's CDBG monies also receive funding from other sources, which leverages, or matches, other fund sources to meet the needs in our community. The City leveraged economic recovery dollars (\$603,300) to support economic development, as well as partnering with Thurston County to distribute funds to local food banks and Meals on Wheels.

## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units		
Number of non-homeless households to be provided affordable housing units		
Number of special-needs households to be provided affordable housing units		
<b>Total</b>		

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through rental assistance		
Number of households supported through the production of new units		
Number of households supported through the rehab of existing units		
Number of households supported through the acquisition of existing units		
<b>Total</b>		

Table 6 – Number of Households Supported

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

Due to the pandemic, affordable housing projects were put on hold. The City originally planned to reallocate prior year funds to a land acquisition project that would support affordable housing in the future, but those funds were instead reallocated to Coronavirus response.

The City will utilize the local tax funded "Olympia Home Fund" to provide \$2,300,000 to expand the City's capacity to create new affordable housing, rehabilitate existing units and provide direct homeless shelter assistance.

**Discuss how these outcomes will impact future annual action plans.**

This will decrease the number of affordable housing units produced in our 5-year Consolidated Plan.

**Include the number of extremely low-income, low-income, and moderate-income persons**

served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	31,925	N/A
Low-income	7,105	N/A
Moderate-income	2336	N/A
<b>Total</b>	<b>41,366</b>	N/A

Table 7 – Number of Households Served

### Narrative Information

Funds supported food banks, a community kitchen, street-dependent and mentally ill folks, and job creation/retention.



## **CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City's Downtown Ambassador Program and Homeless Response Coordinator work together to provide resources and support to unsheltered homeless folks.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The City, County and local partners stood up a 38 bed shelter during the pandemic to assist in the capacity reductions issued during the statewide shutdown in response to Coronavirus. 13 folks were transitioned into permanent housing from May 2020 – November 2020. No CDBG funds were used to support the shelter, but CDBG funds support staffing costs for the Homeless Response Coordinator.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

No CDBG funds were utilized for these activities in Program Year 2019.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

While homelessness is a regional issue, its locus is in Olympia, primarily concentrated in the urban hub. As a result, the City prioritized all of its CDBG funded social services on people who are homeless and have behavioral health challenges including mental illness. Specifically, the City used CDBG funding for street outreach to reach those targeted populations.

Other non-federal funds were used to support homeless shelters for homeless adults. Through the Regional Housing Council partnership, other shelters, affordable housing and social services

were funded with a variety of federal, state and local funds.

In 2017 Olympia passed the Home Fund Levy, a sales tax levy for affordable housing construction and homeless and behavioral health services. That program has helped fund two supportive housing projects in the last two years that successfully competed for state Housing Trust Fund awards and 9% Low Income Housing Tax Credits. Those two projects will produce 68 units of supportive housing and 60 beds of single adult shelter.

The City participated the 2020 Point in Time Homeless Census with Thurston County, and provides additional City monies to support this effort. Quality data serves to inform regional homeless policy and investments.

Additionally, the City has: 1) hired a Homeless Response Coordinator; 2) developed and began implementation of our “One Community: Healthy, Safe and Housed” plan; 3) established a Tiny House Village called Plum Street Village for up to 40 households; 4) established the Mitigation site, a staffed tent encampment which accommodates up to 120 on City owned property; 5) established a storage facility for unhoused people including storage dedicated to homeless households headed to Coronavirus quarantine and isolation ; 6) worked with regional partners on the “Thurston County Homeless Crisis Response Plan, 2019 – 2022”; and 7) enacted municipal code 18.50 allowing emergency housing facilities.

## **CR-30 - Public Housing 91.220(h); 91.320(j)**

### **Actions taken to address the needs of public housing**

No actions were taken to assist Public Housing during Program Year 2019 with CDBG funds. Olympia did award \$1.1 million from the Home Fund for homeless families, that project will construct 64 units. CDBG supported the acquisition of that property in a previous program year.

### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

There were no activities to encourage public housing residents to become more involved in management and participate in homeownership during Program Year 2019.

### **Actions taken to provide assistance to troubled PHAs**

There were no activities to assist troubled PHA's during Program Year 2019. The City of Olympia works closely with the Housing Authority of Thurston County. Our PHA has contributed project-based vouchers to support permanent supportive housing projects in Olympia in the last two years.

## **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

The City's Planning Department continues to address zoning and development guidelines to reduce construction costs associated with housing. In 2019 Olympia adopted an affordable housing impact fee abatement program that has already been used to construct 82 units of affordable housing. That housing must serve households at or below 80 percent AMI and remain affordable for 20 years. The City also adopted changes to codes in order to increase residential building capacity and the variety of housing types allowed in Low Density Residential Zoning Districts. These changes went into effect on December 23, 2020.

**Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

The City considers all CDBG-funded social services in PY 2019 as actions to meet underserved needs.

**Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

The City continues to provide Lead Paint Safety information through its website and building permit services. One project this program year involved the completion of removal and abatement of lead painted building materials.

**Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

The City continues to invest in economic development activities to increase the number of low-moderate-income jobs available in the City.

**Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

The City continues to work with other regional jurisdictions to address zoning, development and other policies that affect the cost and availability of affordable housing.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

The City coordinates public and private housing through participation in the Regional Housing Council, a regional policy body that brings government, social services, non-profit sector, faith sector, private sector and other stakeholders together to develop policy and funding recommendations that enhance coordination. Additionally the City's Land Use Committee plans

on reviewing housing cost drivers in code to find more ways to slow the growth of housing costs.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

The City undertook an exhaustive Assessment of Fair Housing in partnership with Thurston County to conduct a comprehensive assessment of current laws, instances of discrimination and ultimately developed a set of five recommendations to strengthen Fair Housing in Thurston County and the City of Olympia. Unfortunately, an executive order enacted a five-year delay for all AFH recommendations until the year 2022. However, local governments are pursuing those recommendations at the local level.

The City refers all Fair Housing complaints to:

- Fair Housing Center of Washington: 844-302-4674
- Washington State Human Rights Commission: 360-753-6770

## **CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

Each year the City conducts monitoring visits to each sub-recipient to ensure full compliance. The monitoring visits are designed in accordance with the CDBG Sub-Recipient Handbook with an emphasis on confirming that funds go to CDBG-eligible activities, that the beneficiaries are CDBG-eligible and that record keeping and internal controls comply with HUD standards. In-person visits were reduced in 2020 because of COVID-19, but desk monitoring continued.

The City posts information about its CDBG Program on its website and directly emails information about CDBG Program activity to a stakeholder list. All communications state the City's non-discrimination policies. Efforts to reach minority businesses are conducted through the two partner business organizations – the Olympia Downtown Alliance and the Center for Business & Improvement.

## **Citizen Participation Plan 91.105(d); 91.115(d)**

**Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

The City's Citizen Participation Plan will offer an opportunity for all stakeholders to examine the report for 15 days prior to submission on February 15, 2021. Electronic copies of the plan will be presented at local stakeholder meetings, such as the Regional Housing Council and City Council, as well as the City of Olympia website.

## **CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

The City reallocated funding to respond to Coronavirus mid-year. The City funded public service activities and economic development activities, and will focus on affordable housing in future plans.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No. However Olympia does have a Brownfields Assessment Grant from EPA.



## City Council

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

**Agenda Date:** 2/2/2021  
**Agenda Item Number:** 4.J  
**File Number:** 21-0124

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

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#### **Title**

Approval of a Resolution Authorizing a Funding Agreement with Low-Income Housing Institute for Plum Street Village

#### **Recommended Action**

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

Not referred to a committee

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

Move to approve the Resolution authorizing a funding agreement with the Low-Income Housing Institute for the Plum Street Village Tiny Home Project.

#### **Report**

##### **Issue:**

Whether to approve the Resolution authorizing a funding agreement with the Low Income Housing Institute for the Plum Street Village Tiny Home Project.

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

Cary Retlin, Home Fund Manager, Executive, 360.570.3956

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

None - Consent Calendar Item.

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

On September 18, 2018, the City Council approved the first funding plan for implementing homeless response strategies, including a Plum Street Village tiny house project.

In February 2019 Plum Street Village opened and has been in constant operation to shelter up to 40 homeless individuals and couples in 29 houses since that time. The City of Olympia funds staffing and other services which are operated by the Low-Income Housing Institute (LIHI).

This funding agreement with LIHI must be approved by City Council to continue operations. This agreement includes a provision for a second year in 2022. That provision includes an incentive for

LIHI to contract to bill the Medicaid Foundational Community Supports program for case management services in 2022. That provision will increase pay for case management and reduce costs for the city.

LIHI works with the Community Action Council to screen vulnerable homeless adults in the county Coordinated Entry system and place them at Plum Street Village. Since Plum Street Village began providing shelter 29 individuals have been placed in permeant housing including 12 in 2020.

Hygiene services (bathrooms, showers and laundry), a communal kitchen area and connection to social services are provided. LIHI is responsible for 24/7 staffing as well as providing on-site case management.

This agreement also funds case management and staff conflict resolution support at the eight tiny houses at Westminster Presbyterian Church on Boulevard Road.

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

There is significant public interest in the City's actions to address homelessness.

**Options:**

1. Move to approve the resolution authorizing a funding agreement with the Low Income Housing Institute.
2. Modify the funding agreement before approving.
3. Do not approve the funding agreement with the Low Income Housing Institute at this time (this may disrupt services at these sites).

**Financial Impact:**

In 2019 staff worked with LIHI to cut 2020 operating costs. Those cuts were too deep and. The 2021 budget is back up to improve staffing support for Westminster Village and other sites. The 2021 budget also includes COVID safety items and an increase in food for program guests to support shelter-in-place.

2019 budgeted operating costs:	\$640,986
2020 budgeted operating costs:	\$475,820
2021 budgeted operating costs:	\$600,000*
2022 budgeted operating costs:	\$558,330*

\*2020 and 2021 funding agreements are combined in this two-year agreement which anticipates savings in 2022 because LIHI will have contracted with Medicaid's Foundational Community Supports program which will allow some case management costs to be billed directly to that program.

**Attachments:**

Resolution  
Agreement



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING  
A FUNDING AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE LOW INCOME HOUSING  
INSTITUTE FOR 2021-2022 OPERATION OF A TINY HOUSE VILLAGE.**

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

**WHEREAS**, the City continues to work since then to find solutions that will assist in alleviating the homeless  
crisis in Olympia; and

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

**WHEREAS**, the City would like to continue to fund the operation of a tiny house village within Olympia to  
assist with addressing the homelessness crisis; and

**WHEREAS**, the City Council determines it to be in the best interest of the City of Olympia to continue to provide  
funding to the non-profit entity LIHI to enable LIHI to operate a tiny house village in Olympia;

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

1. The Olympia City Council hereby approves the form of Funding Agreement between the City and LIHI  
to provide funding to LIHI for the operation of a tiny house village in Olympia and the terms and  
conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Funding  
Agreement, and any other documents necessary to execute said Agreement, and to make any 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 \_\_\_\_\_ 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**2021 - 2022 PLUM STREET VILLAGE FUNDING AGREEMENT  
BETWEEN  
CITY OF OLYMPIA AND LOW INCOME HOUSING INSTITUTE**

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Purpose.

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

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

2. Term/Termination.

The term of this Agreement shall commence on the date of the last authorizing signature affixed hereto and shall continue until December 31, 2022, unless otherwise terminated as provided in this Agreement. Prior to the expiration of the Term, this Agreement for funding may be terminated upon sixty (60) days' written notice to LIHI, with or without cause by the City. Once termination notice has been provided, the City shall only be responsible for funding the work that is currently in progress and can be completed prior to the date of termination.

3. Location of the Site.

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

4. Structures on the Site.

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

- Tiny house shelter for approximately 40 people
  - Each tiny house is equipped with electrical power, windows, locking door;

- furniture (bed, chair);
  - necessary fixtures (heat, lighting).
- On-site security;
- 3 Resident Common Areas include:
  - Case Management Office
  - Two community areas
- 1 Hygiene Trailer:
  - 3 showers
  - 4 toilets – one ADA
  - 1 washer/1 dryer
- 1 Cooking/Eating area:
  - Equipped with kitchen appliances
- Fencing capable of locking surrounding the perimeter of two main areas
  - Six feet high chain link

5. Funding. LIHI will operate the existing tiny house village which serves approximately 40 people as outlined in the Scope of Operations in **Exhibit B**, in exchange for reimbursement funding not to exceed the total amount set forth in the Budget in **Exhibit C**.

A. Total Funding. The City agrees to fund LIHI in an amount not to exceed one million, one hundred fifty-eight thousand, three hundred thirty and no/100 dollars (\$1,158,330.00.) as follows: a maximum of \$600,000.00 in 2021 and a maximum of \$558,330.00 in 2022 as set forth in **Exhibit C**.

B. Method of Funding. Funding by the City will be provided on a reimbursement basis only with proper receipts for items purchased or staff employed, accompanying a properly completed invoice, the requirement of which are outlined in **Exhibit C**, Budget. ***In the event LIHI fails to submit an invoice that includes proper documentation to the City within 60 days from the end of the month in which the expense is incurred, LIHI forfeits any right to reimbursement for that expense.***

C. LIHI Responsible for Taxes. LIHI shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of LIHI's business operations.

## 6. Compliance with Laws.

In using the funding authorized under this Agreement, LIHI shall comply with and all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

## 7. Assurances.

LIHI affirms that it has the requisite training, skill and experience necessary to establish, manage, and operate the Plum Street Village for the purpose stated in this Agreement in a manner that will ensure the stability, safety, and health of residents and that will promote safety in the community. ***This includes necessary skill and training in accounting matters so that expenses are tracked and invoicing is properly and timely provided to the City for reimbursement.*** LIHI further affirms that any employees, officers, officials and volunteers are appropriately trained, accredited and licensed by any

and all applicable agencies and governmental entities, including but not limited to being licensed to do business in the state of Washington and within the City of Olympia.

8. Independent Contractor/Conflict of Interest.

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

9. Equal Opportunity Employer.

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

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

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

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

10. Responsibilities for Communication.

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

- Host ongoing community meetings to share information, hear concerns, and answer questions about Plum Street Village, its development and operations.
- Organize meetings made up of neighborhood stakeholders, faith-based organizations, service providers, and businesses, which will provide ongoing advisory input to the Village that meets at least four times a year. LIHI shall invite the city's homeless response coordinator to attend all stakeholder meetings.
- Engage with interested parties through presentations and educational tools.
- Publicize telephone numbers, email addresses, and staff contacts for any community member seeking to contact the Village or LIHI staff, and LIHI shall respond promptly.
- Organize a public open house of the Village and coordinate tours as needed.
- Respond promptly to any citizen request for documentation relating to the establishment or operations of Plum Street Village or its communications.

11. Indemnification/Insurance.

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

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

B. Insurance Term. LIHI shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by LIHI, its agents, representatives, or employees.

C. No Limitation. LIHI's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of LIHI to the coverage provided by such insurance, or otherwise limit the LIHI's recourse to any remedy available at law or in equity.

D. Minimum Scope of Insurance. LIHI shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the LIHI's Commercial General Liability insurance policy with respect to the work performed as a part of this Agreement using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to LIHI's profession.

E. Minimum Amounts of Insurance. LIHI shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, with excess or umbrella coverage in the sum of \$10,000,000.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

F. Other Insurance Provisions. LIHI's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of LIHI's insurance and shall not contribute with it.

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

H. Verification of Coverage. LIHI shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of LIHI before commencement of the work.

I. Notice of Cancellation. LIHI shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of LIHI to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to LIHI to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with

any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due LIHI from the City.

K. City's Full Access to LIHI's Limits. If LIHI maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by LIHI, irrespective of whether such limits maintained by LIHI are greater than those required by this Agreement or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by LIHI.

12.

12. Treatment of Assets.

A. Title to all nonexpendable personal property and buildings purchased by LIHI, the cost of which LIHI has been reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the City at the conclusion of this Agreement.

B. Nonexpendable personal property purchased by LIHI under the terms of this Agreement in which title will be vested in the City at the end of the Agreement shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior express written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Agreement.

C. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, LIHI agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

D. LIHI shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of LIHI, or which results from the failure on the part of LIHI to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

E. Upon the happening of loss or destruction of, or damage to, any City property, LIHI shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

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

13. Books and Records/Public Records.

LIHI agrees to maintain books, records, and documents which sufficiently and properly reflect the funding provided by the City for the establishment and operation of Plum Street Village, as well as

direct and indirect costs, related to the performance of this Agreement. In addition, LIHI shall maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. All LIHI records related in any way to this Agreement shall be subject, at all reasonable times, to inspection, review, copying or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

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

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

14. Non-Appropriation of Funds.

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

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

**LOW INCOME HOUSING INSTITUTE**

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

**CITY OF OLYMPIA**

Cary Retlin, Home Fund Manager  
PO Box 1967  
Olympia WA 98507-1967  
360.570.3956  
[cpretlin@ci.olympia.wa.us](mailto:cpretlin@ci.olympia.wa.us)

With a copy to:

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

Connie Cobb, Senior Program Specialist  
360.753.8451  
[ccobb@ci.olympia.wa.us](mailto:ccobb@ci.olympia.wa.us)

16. General Provisions.



A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

D. Assignment. Neither LIHI nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

1. If LIHI desires to assign this Agreement or subcontract any of its work hereunder, LIHI shall submit a written request to the City for approval not less than thirty (30) days prior to the commencement date of any proposed assignment or subcontract.

2. LIHI is responsible for ensuring that any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Agreement.

3. Any technical/professional service subcontract not listed in this Agreement, which is to be charged to this Agreement, must have prior written approval by the City.

4. The City reserves the right to inspect any assignment or subcontract document.

E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.

G. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

H. Governing Law. This Agreement is made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

I. Authority. Each individual executing this Agreement on behalf of the City and LIHI represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of LIHI or the City, respectively.

J. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

K. Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the establishment or operations is essential to LIHI's performance of this Agreement.

M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

N. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

O. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

P. Venue. All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in Thurston County Superior Court, state of Washington.

Q. Ratification. Any work performed in 2021 prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

1. By signing the agreement below, LIHI certifies to the best of its knowledge and belief, that it and its principles:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and

d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where LIHI is unable to certify to any of the statements in this certification, LIHI shall attach an explanation to this proposal.

5. Early Retirement from the State of Washington- Certification. By signing this form, LIHI certifies that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

**CITY OF OLYMPIA**

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Annaliese Harksen, Deputy City Attorney

**LIHI**

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

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

01/26/2021  
Date



# Plum Street Village Site

Exhibit "A"



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

**I. Overview**

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

**II. Community Engagement**

- Host at least four community meetings annually to share information, hear concerns, and answer questions about Plum Street Village operations. LIHI shall invite the City’s Homeless Response Coordinator to participate in each meeting.
- Support a committee made up of neighborhood stakeholders, faith-based organizations, service providers, and businesses, which will provide ongoing advisory input to the village. LIHI shall invite the City’s Homeless Response Coordinator to participate in all stakeholder meetings.
- Engage with interested parties through presentations and educational tools.
- Publicize telephone numbers, email addresses, and staff contacts for any community member seeking to contact the village or LIHI staff, and LIHI shall respond promptly.
- Organize a public open house of the village and coordinate tours as needed.
- Respond promptly to any citizen request for documentation relating to the or operations of Plum Street Village or its communications.

**III. Site Changes**

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

**EXHIBIT “B”**  
**SCOPE OF OPERATIONS**  
**Page 2**

**IV. Operations**

- LIHI Staff Oversight and Support: Hire, onboard, and support staff with a special project manager and oversight from the LIHI property management team.
- Security: Ensure a secure site with a closed perimeter, monitored entrance, and secure facilities.
- Site Management: Work with residents to ensure cleanliness and adherence to a code conduct developed by LIHI that is consistent with community expectations.
- Village Resident Community: Work with residents to foster harmony and collaboration within the Village.
- Maintenance: Conduct maintenance visits and perform required maintenance tasks as needed.
- 24/7 Communication: Ensure that LIHI staff are available around the clock to answer questions and communicate with emergency services.
- Intakes: Work effectively with referring service providers on the intake of new residents to the program.
- Food-drive Calendar: Maintain a calendar of food and meal donations.
- Manage Donations: Manage donations and storage of donated supplies within the Village.
- Develop an emergency management plan, addressing weather, fire, and security issues.
- Ensure engagement and compliance with Thurston County Housing Information Management System.
- Ensure clients are entered into the Thurston County Homeless Management Information System (HMIS) system. Track intakes, exits, and progress with HMIS reporting procedures provided by Thurston County. Maintain records of individuals served, service provided, outreach activities conducted, surveys completed and other reporting as requested by City of Olympia and submit reports monthly with invoices to the City of Olympia.
- Ensure coordination with Thurston County Coordinated Entry System in consultation with City of Olympia.

**EXHIBIT “B”**  
**SCOPE OF OPERATIONS**  
**Page 3**

**Case Management**

By the end of 2021 LIHI case manager salary and benefits will be billed to Medicaid through the Foundational Community Supports Program. If LIHI is not doing so within this timeline, the City reserves the right to contract those services with another Medicaid-contracted provider beginning in 2022. The 2022 Agreement funding amount will be reduced by the amount of case manager salary and benefits allowed for in this Agreement.

- Staff Oversight & Support: Hire, onboard, and support case management staff with LIHI’s experienced case management supervisory team.
- Housing Case Management: Help refer residents to transitional and permanent housing using vouchers, Section 8, Social Security, public assistance, earned income and income support.
- One additional case manager will support cases at other satellite sites including Westminster Village, until second case manager has a caseload similar to Plum Street Village.
- Assist residents in filling out necessary paperwork and help each resident through the process requirements to obtain any assistance applicable to the individual resident’s situation.
- Education & Health Service Coordination: Connect clients with agencies that improve health and education outcomes and help them through any process requirements to obtain necessary services.
- Data Management: Track intakes, exits, and progress with HMIS reporting procedures.
- Intake Coordination: Coordinate with referring agencies through Thurston County Coordinated Entry for successful program outcomes.

**V. Administrative**

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

**EXHIBIT “C”  
BUDGET  
PLUM STREET VILLAGE OPERATIONS**

LIHI’s expenses for operating Plum Street Village in 2020 consisted of 72% for staff (salary and benefits) and 28% for other recurring expenses. The 2021 and 2022 budgets were drafted using these same percentages.

The 2022 budget amount is calculated by adding a 3% increase to each of the budget categories allowed in 2021 less case manager salary and benefits. In 2020 the off-site case manager wasn’t fully staffed. If it had been, the total amount for case manager salary and benefits would have been approximately \$105,422. Assuming at least half of the case manager salary/benefits will be billed to Medicaid through the Foundational Community Supports Program ( $\$105,422/2 = \$52,711$ ), the 2022 staffing expenses were figured as ( $\$390,250 - \$52,711 = \$337,539$ ).  $\$337,539 \times 3\% = \$10,126$ .  $\$337,539 + \$10,126 = \$347,665$ ). In 2022 LIHI is expected to bill most case manager salary and benefits to Medicaid through the Foundational Community Supports Program.

<b>Budget</b>	<b>2021</b>	<b>2022</b>
Staffing Expenses	\$449,715	\$407,850
Other Operational Expenses	\$95,785	\$99,723
Subtotal	\$545,500	\$507,573
10% Admin Fee	\$54,500	\$50,757
<b>Maximum Annual Budget</b>	<b>\$600,000</b>	<b>\$558,330</b>

**Allowable Reimbursable Expenses**

**Staffing** – Staffing expenses are defined as the total wages (salary and benefits) paid to employees for work done under the Plum Street Village Agreement including case management, security, and site maintenance.

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

- Client assistance: emergency hotel stays; bus or train transportation out of state; first/last month rent to move into housing; moving costs; clothing, shoes and supplies for starting employment; books and tools for school or work, etc.
- Electricity
- Mileage: staff trips specifically for Plum Street Village business including attending training, purchasing supplies, taking clients to appointments, etc.
- Phone service: 2 land lines (one for security with fax capability, one for residents for local calls only); 3 smart phones (one for case manager, one for special projects manager, and one for Village organizer/security attendant)
- Site maintenance and repair
- Staff training: CPR; first aid; use of NARCAN; de-escalation; domestic violence; boundary; anti-discrimination; HMIS; how to work with difficult people; homelessness, housing affordability, etc.
- Supplies: office, parts, sanitation, hygiene, cutlery, garbage bags, food, special needs, etc.
- WIFI: may include hotspots for staff and residents or internet services



**EXHIBIT “C”**  
**BUDGET**  
**Page 2**

**Other Operational Expenses continued –**

- The 2021 budget allows up to \$15,000 of administrative costs for negotiation of a Medicaid Foundational Community Supports contract and training of administrative and other LIHI staff.

**Admin Fee** – This is a maximum monthly fee of 1/12 of the annual total 10% Admin Fee allowable under this Agreement (\$4,541.66 per invoice in 2021 and \$4229.75 in 2022). It is intended to reimburse items such as human resources, hiring and advertising, management, supervision, administration, insurance, program support, fundraising, volunteer coordination, background checks through WSP, etc. in support of Plum Street Village and other off-site operations to support Plum Street Village that are included in this Agreement.

**Invoices**

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

Invoices must be emailed to the City at [ccobb@ci.olympia.wa.us](mailto:ccobb@ci.olympia.wa.us) and [cretlin@ci.olympia.wa.us](mailto:cretlin@ci.olympia.wa.us).

The invoice must be signed by an authorized employee who is certifying that all amounts billed are a true accounting of expenses that have been incurred and paid for by LIHI and are eligible expenses as outlined in this agreement.

**Attach Supporting Documentation to Invoice**

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

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

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

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

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

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

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

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

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

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

Sharon Lee  
\_\_\_\_\_  
(Signature)

01/26/2021  
\_\_\_\_\_  
(Date)

Sharon Lee  
\_\_\_\_\_  
Print Name of Person Signing

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

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

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

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

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

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

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

Sharon Lee  
Sharon Lee, Executive Director

01/26/2021  
Date



## City Council

# Approval of an Ordinance Granting the Renewal of a Franchise Agreement with Comcast for Use of City Rights-of-Way to Operate and Maintain a Cable Communication System

**Agenda Date:** 2/2/2021  
**Agenda Item Number:** 4.K  
**File Number:**21-0017

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

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### Title

Approval of an Ordinance Granting the Renewal of a Franchise Agreement with Comcast for Use of City Rights-of-Way to Operate and Maintain a Cable Communication System

### Recommended Action

#### Committee Recommendation:

Not referred to a committee.

#### City Manager Recommendation:

Move to approve the ordinance on second reading.

### Report

#### Issue:

Whether to approve the Ordinance on second reading.

#### Staff Contact:

Kellie Purce Braseth, Director of Strategic Communications, Executive, 360-753-8361

#### Presenter(s):

None. Consent Item Only.

#### Background and Analysis:

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

The City of Olympia's 2009 franchise agreement with Comcast Cable Communications Management, LLC, expired in March 2019. The City notified Comcast of its intention to begin the renewal process in December 2017, and in March 2018 entered in an interlocal agreement with Thurston County and the cities of Lacey and Tumwater to jointly negotiate the renewal of the cable franchise agreement, as had been done with the 2009 agreement.

Together, the four jurisdictions retained Ken Fellman of Kissinger & Fellman, P.C., an attorney with significant experience negotiating cable franchise agreements and who the jurisdictions had retained to negotiate the 2009 franchise agreement. The length of the negotiations required extensions of the 2009 agreement, the last to expire on December 31, 2020. The attached draft agreement was negotiated through the interlocal process. The proposed franchise agreement went before the City of Tumwater on January 5 and will go before the Thurston County Commissioners on January 13. The City of Lacey will hold public hearings on the proposed franchise on January 21.

The proposed cable franchise agreement is for non-exclusive use of city rights-of-way to operate and maintain a cable communication system in Olympia. It is based on Olympia's 2009 franchise, but updated to address new technologies, to reflect changes in the legal and regulatory environment and to align with the language of other recent franchise agreements Comcast has entered into in Washington state and Colorado.

It is important to understand the legal limitations related to cable franchising. Specifically, the cable franchise can only address the provision of cable (video) service in Olympia. Federal and state law prohibits the City from collecting franchise fees on Comcast's non-cable service revenue, such as telephone services and broadband internet.

The new 10-year cable franchise proposal seeks to accomplish four things:

1. Maintain the benefits of the 2009 agreement.
2. Eliminate provisions in the 2009 agreement that were no longer relevant.
3. Update and clarify Comcast's obligations around maintaining financial records on franchise fee calculations and payments.
4. Develop franchise language to obtain High Definition (HD) channels and a level of capital cost support for PEG expenditures.

Some issues of interest in the new franchise:

*Franchise Fees and the Definition of Gross Revenues:* Comcast will continue to pay the City franchise fees in an amount equal to five (5) percent of gross revenues of cable services in Olympia (currently approximately \$300,000 annually). Through the negotiations, the definition of "gross revenues" was amended to ensure the five (5) percent fee generates the most revenue allowed under federal law (see Franchise Section 1.28).

*Audit/Financial Review:* Following a franchise fee audit by the jurisdictions' consultant, new language was added to the proposed agreement to ensure Comcast conducts more accurate and record-based evaluations of future franchise fee payments. (See, Franchise Section 3.6)

*PEG (Public, Educational and Government Access) Issues:* The new proposed franchise agreement will add HD channels to the City's PEG operations. PEG programming is currently only available on standard definition (SD) channels. As more residents move to HD television, SD-only programming will not serve them well. The agreement provides for government and other PEG programming to be shown simultaneously on the HD channels and SD PEG channels. It also maintains the ability of the residents of all the jurisdiction to watch the local PEG content of other jurisdictions.

As part of previous franchise agreements, Comcast has leased studio space at 440 Yauger Way to Thurston County Media (TCM) for \$1/year. However, Comcast is not required to do so under current

law. In the process of the renewal negotiations, Comcast notified the jurisdictions of their intention to no longer support the TCM studio space with the \$1/year lease as of December 1, 2021.

On January 12, a public hearing was held and the ordinance was approved on first reading and forwarded to second reading.

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

Members of the community are impacted daily by the need for and use of cable service in their homes and businesses.

**Options:**

1. Approve the Ordinance on second reading.
2. Do not approve the Ordinance on second reading.

**Financial Impact:**

The City of Olympia continues to receive 5 percent franchise fees (approximately \$300,000 annually) and PEG capital contribution of approximately \$45,000 annually.

**Attachments:**

Ordinance and Agreement

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
GRANTING THE RENEWAL OF A NON-EXCLUSIVE FRANCHISE AGREEMENT WITH  
COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC FOR THE USE OF CITY RIGHTS-  
OF-WAY TO OPERATE AND MAINTAIN A CABLE COMMUNICATION SYSTEM IN THE CITY  
OF OLYMPIA**

**WHEREAS**, by Ordinance No. 4610, the City of Olympia (City) granted a franchise to Comcast of Washington IV, Inc. (formally TCI Cablevision of Washington, Inc.) to operate and maintain a cable communication system in the City; and

**WHEREAS**, in 2009, by Ordinance No. 6625, the Olympia City Council approved the grant of a non-exclusive Franchise Agreement to Comcast of Washington IV, Inc. (Comcast) for its construction and operation of a cable television system within the City; and

**WHEREAS**, the Comcast entity which holds the current franchise in the City is the successor interest to Comcast of Washington IV, Inc., known as Comcast Cable Communications Management, LLC; and

**WHEREAS**, in 2018, Thurston County and the cities of Olympia, Tumwater, and Lacey engaged a consultant to negotiate a comprehensive franchise agreement covering all four jurisdictions; and

**WHEREAS**, the term of the original Cable Franchise Agreement was for ten (10) years, expiring on May 23, 2019; and

**WHEREAS**, the City and Comcast have previously agreed to continue operating under the existing franchise on a month-to-month basis until a new franchise is adopted or until the current agreement is otherwise terminated; and

**WHEREAS**, on February 5, 2019, by Ordinance No. 7185, and on December 17, 2019, by Ordinance No. 7228, Comcast and the City agreed to extend the Franchise Agreement, as the parties were in negotiations and preparing a new franchise agreement; and

**WHEREAS**, Comcast is agreeable to continuing providing such services in the City, and has made application to the City for a cable franchise renewal; and

**WHEREAS**, the City has reviewed Comcast's performance under the prior franchise and the quality of service during the prior franchise term, has identified the future cable-related needs and interests of the City and its citizens, has considered the financial, technical and legal qualifications of Comcast, and has determined that Comcast's plans for constructing, operating and maintaining its cable system are adequate, in a full public proceeding affording due process to all parties; and

**WHEREAS**, the City Council held a public hearing on the proposed new franchise agreement on January 12, 2021, and the public has had adequate notice and opportunity to comment on Comcast's proposal to provide cable service within the City; and

**WHEREAS**, the City has a legitimate and necessary regulatory role in ensuring the availability of cable service, and reliability of cable systems in its jurisdiction, the availability of local programming (including Educational and Governmental Access programming) and quality customer service; and

**WHEREAS**, diversity in cable service programming is an important policy goal and the Comcast cable system should offer a wide range of programming services; and

**WHEREAS**, the City is authorized by applicable law to grant one or more non-exclusive franchises to construct, operate and maintain cable systems within the boundaries of the City; and

**WHEREAS**, the Olympia City Council desires to grant to Comcast and Comcast desires to accept the terms and conditions herein set forth for the use of City owned rights-of-way, of City owned easements, and of rights-of-way

and access easements dedicated and accepted for public use by the City in installing and operating a cable system in the City in accordance with applicable law and the provisions of the Cable Franchise Agreement by and between the City of Olympia, Washington and Comcast Cable Communications Management, LLC, submitted to the Olympia City Council; and

**WHEREAS**, after due evaluation, the Olympia City Council finds and determines that it is in the best interest of the City and its residents to grant a cable franchise renewal to Comcast for a term of ten (10) years as provided in the Cable Franchise Agreement between the City of Olympia and Comcast attached hereto as Exhibit A;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OLYMPIA, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**Section 1. Approval.** The City Council of the City of Olympia, Washington hereby approves the Cable Franchise Agreement by and between the City of Olympia, Washington and Comcast Cable Communications Management, LLC as submitted to the Olympia City Council, in the form attached hereto as Exhibit A.

**Section 2. Signature Authority.** The City Manager is directed and authorized to execute on behalf of the City of Olympia the Cable Franchise Agreement with Comcast Cable Communications Management, LLC, attached hereto as Exhibit A, together with any other documents reasonable and necessary in connection with said Cable Franchise Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Cable Franchise Agreement, or to correct any scrivener's errors.

**Section 3. Severability.** If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

**Section 4. Safety.** The City Council finds that the adoption of this Ordinance is necessary for the protection of the public health, safety and welfare.

**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 be effective five (5) days after publication following adoption, as required by law.

\_\_\_\_\_  
MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**

Mark Barber  
CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



**COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC AND  
CITY OF OLYMPIA, WASHINGTON**

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**CABLE FRANCHISE AGREEMENT  
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**COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC AND  
CITY OF OLYMPIA, WASHINGTON  
CABLE FRANCHISE AGREEMENT**

**SECTION 1. DEFINITIONS**

For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein when indicated with the text of the Franchise by being capitalized. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined or those defined but not capitalized within the text shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 “Access” means the availability for noncommercial use by various agencies, institutions, organizations, groups and individuals in the community, including Grantor and its designees, of the Cable System to acquire, create, receive, and distribute video Cable Services and other services and signals as permitted under Applicable Law including, but not limited to:

a. “Public Access” means Access where community-based, noncommercial organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary users.

b. “Educational Access” means Access where schools are the primary users having editorial control over programming and services. For purposes of this definition, “school” means any State-accredited educational institution, public or private, including, for example, primary and secondary schools, colleges and universities.

c. “Government Access” means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 “Access Channel” means any Channel, or portion thereof, designated for Access purposes or otherwise made available to facilitate or transmit Access programming or services.

1.3 “Activated” means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.4 “Affiliate,” when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.5 “Applicable Law” means any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

1.6 “Bad Debt” means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.7 “Basic Service” is the level of programming service which includes, at a minimum, all Broadcast Channels, all PEG SD Access Channels required in this Franchise, and any additional Programming added by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.8 “Broadcast Channel” means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 USC § 534 and 535.

1.9 “Broadcast Signal” means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or any other means.

1.10 “Cable Act” means the Title VI of the Communications Act of 1934, as amended.

1.11 “Cable Operator” means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.12 “Cable Service” means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.13 “Cable System” means a facility, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.14 “Channel” means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.15 “City Council” means the Olympia City Council, or its successor, the governing body of the City of Olympia, Washington.

1.16 “Commercial Subscribers” means any Subscribers other than Residential Subscribers.

1.17 “Designated Access Provider” means the entity or entities designated now or in the future by Grantor to manage or co-manage Access Channels and facilities. Grantor may be a Designated Access Provider.

1.18 “Downstream” means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.19 “Dwelling Unit” means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.

1.20 “Emergency” means a public safety emergency creating an immediate danger to property, life, health or safety of any individual in or under any right-of-way or a service interruption to a large number of Subscribers caused by an unforeseen or unanticipated failure.

1.21 “FCC” means the Federal Communications Commission.

1.22 “Fiber Optic” means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.23 “Franchise” means the document in which this definition appears, *i.e.*, the contractual agreement, executed between Grantor and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

1.24 “Franchise Area” means the area within the jurisdictional boundaries of Grantor, including any areas annexed by Grantor during the term of this Franchise.

1.25 “Franchise Fee” means that fee payable to Grantor described in subsection 3.1.

1.26 “Grantee” means Comcast Cable Communications Management, LLC or its lawful successor, transferee or assignee.

1.27 “Grantor” means the City of Olympia, Washington, a municipal corporation of the State of Washington.

1.28 “Gross Revenues” means and shall be construed broadly to include all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the Franchise Area. Gross revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial Subscribers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services);
- installation, reconnection, downgrade, upgrade, or similar charges associated with changes in subscriber Cable Service levels;
- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the Franchise Area;
- converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Advertising Revenues as defined herein;
- late fees, convenience fees and administrative fees which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the Franchise Area;
- revenues from program guides;
- Franchise Fees;
- FCC Regulatory Fees; and,
- commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the Franchise Area.

(A) “Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System subscribers within the Franchise Area and shall be allocated on a pro rata basis using total Cable Service subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, rep fees, Affiliated Entity fees, or rebates paid to National Cable Communications (“NCC”) and EffecTV or their successors associated with sales of advertising on the Cable System within the Franchise Area allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(B) “Gross Revenues” shall not include:

- actual Bad Debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the Franchise Area;
- any taxes and/or fees on services furnished by Grantee imposed by any municipality, state or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;



- Public, Educational and Governmental (PEG) Fees;
- launch fees and marketing co-op fees; and,
- unaffiliated third party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law. The allocations shall be done for each bundled package separately and updated and revised within sixty (60) days of each time an element within the package has its rate card changed including when an element is substituted for another element within the bundled package. It is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Franchise Area. Grantor reserves its right to review and to challenge Grantee's calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this Section 1.28 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantee shall notify Grantor of any changes in allocation methodologies in its next quarterly franchise fee reports delivered to Grantor.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, Grantor reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

1.29 "Headend" means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks which are part of the Cable System, and all other related equipment and facilities.

1.30 "Leased Access Channel" means any Channel or portion of a Channel commercially available for video programming by Persons other than Grantee, for a fee or charge.

1.31 “Person” means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.32 “Residential Subscriber” means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

1.33 “Right-of-Way” means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the Franchise Area: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements. Right-of-Way does not include any private property, or any other public property owned, in whole or in part, leased, or otherwise occupied by Grantor, including but not limited to parks, trails, and open space.

1.34 “State” means the State of Washington.

1.35 “Subscriber” means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee's Cable System, and who is in compliance with Grantee's regular and nondiscriminatory terms and conditions for receipt of service.

1.36 “Subscriber Network” means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.37 “Tier” means a group of Channels for which a single periodic subscription fee is charged.

1.38 “Upstream” means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

## **SECTION 2. GRANT OF FRANCHISE**

### **2.1 Grant**

(A) Grantor hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the Franchise Area to construct, operate, maintain, reconstruct and rebuild a Cable System and to provide Cable Service subject to the terms and conditions set forth in this Franchise and Applicable Law.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable Grantor ordinance existing as of the Effective Date, as defined in subsection 2.3.

(C) Each and every term, provision or condition herein is subject to the provisions of State law, federal law, and generally applicable ordinances and regulations enacted by the City Council pursuant thereto, portions of which may be codified in the Municipal Code. To the

extent there is any conflict between this Franchise and any provision of the Grantor's Code as it exists on the Effective Date of this Franchise, the terms of this Franchise shall control. Subject to the Grantor's right to exercise its police power under Section 2.5, the Grantor may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

(D) This Franchise shall not be interpreted to prevent Grantor from imposing additional conditions for use of the Rights-of-Way, as allowed by Applicable Law should Grantee provide service other than Cable Service, nor shall this Franchise be interpreted to either prevent or authorize Grantee from making any other lawful uses of the Cable System as permitted by Applicable Law related to Grantee's non-Cable Service operations.

(E) Grantee agrees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the terms and conditions and obligations of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the Franchise Area that may be required by the ordinances and laws of the Grantor;

(2) Any permit, agreement, or authorization required by the Grantor for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of Grantor or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which Grantor has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

## **2.2 Use of Rights-of-Way**

(A) Subject to Grantor's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the Franchise Area such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the Franchise Area.

(B) Grantee must follow Grantor established nondiscriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to Grantor's role in protecting public health, safety and welfare, Grantor may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with Grantor's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by Grantor, or which is installed without prior Grantor approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal.

### **2.3 Effective Date and Term of Franchise**

This Franchise and the rights, privileges and authority granted hereunder shall take effect on February 10, 2021 (the "Effective Date"), and shall terminate on February 10, 2031 unless terminated sooner as hereinafter provided.

### **2.4 Franchise Nonexclusive**

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements, or licenses granted by the Grantor to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of Grantor to use the same for any purpose it lawfully deems fit, including the same or similar purposes allowed Grantee hereunder. Grantor may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems, as Grantor deems appropriate.

### **2.5 Police Powers**

Grantee's rights hereunder are subject to the police powers of Grantor to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by Grantor or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. Grantor shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power; provided that such hereinafter enacted ordinances shall be reasonable and not materially modify the terms of this Franchise. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of Grantor's police powers shall be resolved in favor of the latter.

### **2.6 Competitive Equity**

(A) The Grantee acknowledges and agrees that Grantor reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to utilize the Rights-of-Way in order to provide Cable Services within the Franchise Area. If Grantor grants such an

additional franchise or other similar lawful authorization to utilize the Rights-of-Way for Cable Services containing material terms and conditions that differ from Grantee's material obligations under this Franchise, or declines to require such franchise or other similar lawful authorization where it has the legal authority to do so, then Grantor agrees that the obligations in this Franchise will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees and Gross Revenues; complementary services; insurance; System build-out requirements; security instruments; Public, Education and Government Access Channels and support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent.

(B) The modification process of this Franchise as provided for in Section 2.6 (A) shall only be initiated by written notice by the Grantee to Grantor regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from Grantee's obligations under this Franchise; (2) identifying the Franchise terms and conditions for which Grantee is seeking amendments; (3) providing text for any proposed Franchise amendments to Grantor, with a written explanation of why the proposed amendments are necessary and consistent. Notwithstanding any modification of this Franchise pursuant to the provisions of this subsection 2.6, should any entity, whose authorization to provide Cable Services or similar video programming service resulted in a triggering of the amendments under this Section, cease to provide such services within the City, the City may provide ninety (90) days' written notice to Grantee of such fact, and the City and Grantee shall enter into good faith negotiations to determine which of the original terms, conditions and obligations of this Franchise shall be reinstated and fully effective.

(C) Upon receipt of Grantee's written notice as provided in Section 2.6 (B), Grantor and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If Grantor and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then Grantor shall amend this Franchise to include the modifications.

(D) In the alternative to Franchise modification negotiations as provided for in Section 2.6 (C), or if Grantor and Grantee fail to reach agreement in such negotiations, Grantee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that Grantor grants to another provider of Cable Services (with the understanding that Grantee will use its current system design and technology infrastructure to meet any requirements of the new franchise), so as to insure that the regulatory and financial burdens on each entity are equivalent. If Grantee so elects, Grantor shall immediately commence

proceedings to replace this Franchise with the franchise issued to the other multi-channel video programming provider.

(E) Notwithstanding anything contained in this Section 2.6(A) through (D) to the contrary, Grantor shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services or similar video programming service available for purchase by Subscribers or customers under its franchise agreement with Grantor.

(F) Notwithstanding any provision to the contrary, at any time that a wireline facilities-based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of video programming within the Franchise Area without a franchise or other similar lawful authorization granted by the City that permits a new entrant to utilize the Rights of Way granted by Grantor, then:

(1) Grantee may negotiate with Grantor to seek Franchise modifications as per Section 2.6(C) above; or

(a) the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date eighteen (18) months from the first day of the month following the date of Grantee's notice and Grantee shall be deemed to have timely invoked the renewal process under 47 USC 546; or,

(b) Grantee may assert, at Grantee's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

For the purposes of this section, a "wireline facilities-based entity" means an entity, including the Grantor, that owns, controls or manages a significant portion of the wireline facilities located in the Grantor's Rights-of-Way, over which the video programming services are delivered.

## **2.7 Familiarity with Franchise**

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time, and consistent with all local, State, and federal laws and regulations currently in effect, including the Cable Act.

## **2.8 Effect of Acceptance**

By accepting the Franchise, the Grantee: (1) acknowledges and accepts Grantor's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every

provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

### **SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS**

#### **3.1 Franchise Fee**

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use Grantor's Rights-of-Way, Grantee shall continue to pay as a Franchise Fee to Grantor, throughout the duration of and consistent with this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues.

#### **3.2 Payments**

Grantee's Franchise Fee payments to Grantor shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than forty-five (45) days after said dates.

#### **3.3 Acceptance of Payment and Recomputation**

No acceptance of any payment shall be construed as an accord by Grantor that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim Grantor may have for further or additional sums payable or for the performance of any other obligation of Grantee. The period of limitation for recovery of Franchise Fees payable hereunder shall be six (6) years from the date on which payment by the Grantee was due or such shorter period if required by Applicable Law.

#### **3.4 Quarterly Franchise Fee Reports**

Each payment shall be accompanied by a written report to Grantor, or concurrently sent under separate cover, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System.

#### **3.5 Annual Franchise Fee Reports**

Grantee shall, within ninety (90) days after the end of each year, furnish to Grantor a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

#### **3.6 Audits**

On an annual basis, upon thirty (30) days prior written notice, Grantor, including Grantor's Auditor or his/her authorized representative, shall have the right to conduct an independent

audit/review of Grantee's records reasonably related to the administration or enforcement of this Franchise. Pursuant to subsection 1.28, as part of the Franchise Fee audit/review Grantor shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Grantee's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for Grantor subscribers during the audit period. To the extent that Grantor does not believe that the relevant data supplied is sufficient for Grantor to complete its audit/review, Grantor may require other relevant data. For purposes of this Section 3.6, the "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers) and (3) sample customer bills used by Grantee to determine Gross Revenues for the Franchise Area that would allow Grantor to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by five percent (5%) or more, Grantee shall pay the total cost of the audit/review, such cost not to exceed five thousand dollars (\$5,000) for each year of the audit period, with such amount to increase upon the annual anniversary of the Effective Date, by an amount equal to the most recent semi-annual Seattle-Tacoma-Bellevue CPI-U as published by the US Department of Labor, Bureau of Labor Statistics. The Grantor's right to audit/review and Grantee's obligation to retain records necessary to complete any audit under this subsection shall expire consistent with the applicable statute of limitations period under State law; provided, however, that this would not apply to a time period covered under a pending audit.

### **3.7 Late Payments**

In the event any quarterly Franchise Fee payment is not received within forty-five (45) days from the date the payment was due to the Grantor, Grantee shall pay interest on the amount due in the amount of one percent (1%) per month (twelve percent (12%) per annum) on any unpaid balance of the Franchise Fee due, until all payments due are paid in full. Any unpaid fee or interest due under this Franchise that remains unpaid shall constitute a debt to the Grantor, collectible in accordance with the Grantor Code.

### **3.8 Underpayments and Overpayments**

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest as applicable for late payments under Section 3.7 of this Franchise, calculated from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the Grantor. If an overpayment is discovered, Grantee may take an offset against future Franchise Fee payments, with no interest or other cost to the Grantor.

### **3.9 Alternative Compensation**

In the event the obligation of Grantee to compensate Grantor through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall comply with any other Applicable Law related to the right to occupy the Grantor's Rights-of-Way and compensation therefor.



### **3.10 Maximum Legal Compensation**

The parties acknowledge that, at present, applicable federal law limits Grantor to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that at any time during the duration of this Franchise, Grantor is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then this Franchise may be amended unilaterally by Grantor to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Grantee to Grantor hereunder, provided that the Grantor adopts such increase at a public hearing and Grantee has received at least ninety (90) days prior written notice from Grantor of such amendment, so long as all cable operators in the Franchise Area are paying the same Franchise Fee amount.

### **3.11 Additional Commitments Not Franchise Fee Payments**

(A) The PEG Capital Contribution pursuant to Section 9.6, as well as any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations (including, without limitation, compliance with customer service standards and build out obligations) shall not be offset against Franchise Fees. Furthermore, the Grantor and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees. Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The Grantor likewise reserves all rights it has under Applicable Law. Should Grantee elect to offset the items set forth herein, or other Franchise commitments such as complimentary Cable Service, against Franchise Fees in accordance with Applicable Law, including any Orders resulting from the FCC's 621 proceeding, MB Docket No. 05-311, Grantee shall provide the Grantor with advance written notice. Such notice shall document the proposed offset or service charges so that the Grantor can make an informed decision as to its course of action. Upon receipt of such notice Grantor shall have up to one hundred twenty (120) days to either (1) maintain the commitment with the understanding that the value shall be offset from Franchise Fees; (2) relieve Grantee from the commitment obligation under the Franchise; or (3) pay for the services rendered pursuant to the commitment in accordance with Grantee's regular and nondiscriminatory term and conditions.

(B) Grantee's notice pursuant to Section 3.11(A) shall, at a minimum, address the following: (1) identify the specific cash or non-cash consideration or obligations that must be offset from Grantee's Franchise Fee obligations; (2) identify the Franchise terms and conditions for which Grantee is seeking amendments; (3) provide text for any proposed Franchise amendments to the Grantor, with a written explanation of why the proposed amendments are necessary and consistent with Applicable Law; (4) provide all information and documentation reasonably necessary to address how and why specific offsets are to be calculated and (5) if applicable provide all information and documentation reasonably necessary to document how Franchise Fee offsets may be passed through to Subscribers in accordance with 47 U.S.C. 542(e). Nothing in this Section 3.11(B) shall be construed to extend the one hundred twenty (120) day time period for Grantor to make its election under Section 3.11(A); provided however, that any disagreements or disputes

over whether sufficient information has been provided pursuant to this Paragraph (B) may be addressed under Sections 13.1 or 13.2 of this Franchise.

(C) Upon receipt of Grantee's written notice as provided in Section 3.11 (B), the Grantor and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications and agree to what offsets, if any, are to be made to the Franchise Fee obligations. Such negotiation will proceed and conclude within a one hundred twenty (120) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the Grantor and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the Grantor shall amend this Franchise to include those modifications.

(D) If the parties are unable to reach agreement on any Franchise Fee offset issue within one hundred twenty (120) days or such other time as the parties may mutually agree, each party reserves all rights it may have under Applicable Law to address such offset issues.

(E) The Grantor acknowledges that Grantee currently provides one outlet of Basic Service and Digital Starter Service and associated equipment to certain Grantor owned and occupied or leased and occupied buildings, schools, fire stations and public libraries located in areas where Grantee provides Cable Service. For purposes of this Franchise, "school" means all State-accredited K-12 public and private schools. Outlets of Basic and Digital Starter Service provided in accordance with this subsection may be used to distribute Cable Services throughout such buildings, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Grantee's commitment to provide this service is voluntary, and may be terminated by Grantee, at its sole discretion.

(1) Grantee's termination of complimentary services provided shall be pursuant to the provisions of Section 3.11(A)-(D) above. Grantor may make a separate election for each account or line of service identified in the notice (for example, Grantee may choose to accept certain services or accounts as offsets to Franchise Fees, and discontinue other services or accounts), so long as all elections are made within one hundred twenty (120) days. Grantee shall also provide written notice to each entity that is currently receiving complimentary services with copies of those notice(s) sent to the Grantor.

(2) Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The Grantor likewise reserves all rights it has under Applicable Law.

(F) The parties understand and agree that offsets may be required and agreed to as a result of the FCC's Order in what is commonly known as the 621 Proceeding, MB Docket No. 05-311, and that this Order is on appeal. Should there be a final Order in the appeal of the 621 Proceeding, which would permit any cash or non-cash consideration or obligations to be required by this Franchise without being offset from Franchise Fees, or would change the scope of the Grantor's regulatory authority over the use of the rights-of-way by the Grantee, the parties shall, within one hundred twenty (120) days of written notice from the Grantor, amend this Franchise to reinstate such consideration or obligations without offset from Franchise Fees, and to address the full scope of the Grantor's regulatory authority.

### **3.12 Tax Liability**

Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by Grantor. Any other license fees, taxes or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

### **3.13 Financial Records**

Grantee agrees to meet with a representative of Grantor upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which Grantor deems necessary for reviewing reports and records.

### **3.14 Payment on Termination**

If this Franchise terminates for any reason, the Grantee shall file with Grantor within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. Grantor reserves the right to satisfy any remaining financial obligations of the Grantee to Grantor by utilizing the funds available in the letter of credit or other security provided by the Grantee.

## **SECTION 4. ADMINISTRATION AND REGULATION**

### **4.1 Authority**

(A) Grantor shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under Federal, State and local law.

(B) Nothing in this Franchise shall limit nor expand Grantor's right of eminent domain under State law.

### **4.2 Rate Discrimination**

All of Grantee's rates and charges shall be published (in the form of a publicly available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or, where consistent with any requirements of Federal law, geographic location within the Franchise Area. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,

(C) The offering of rate discounts for Cable Service; or,

(D) The Grantee from establishing different and nondiscriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

#### **4.3 Filing of Rates and Charges**

(A) Throughout the term of this Franchise, Grantee shall maintain on file with Grantor a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Upon request of Grantor, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

#### **4.4 Cross Subsidization**

Grantee shall comply with all Applicable Laws regarding rates for Cable Services and all Applicable Laws covering issues of cross subsidization.

#### **4.5 Reserved Authority**

Both Grantee and Grantor reserve all rights they may have under the Cable Act and any other relevant provisions of federal, State, or local law.

#### **4.6 Time Limits Strictly Construed**

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise, and sufficient grounds for Grantor to invoke any relevant remedy in accordance with Section 13.1 of this Franchise.

#### **4.7 Franchise Amendment Procedure**

Except as otherwise provided in Section 2.6, Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within thirty (30) days of

receipt of notice, Grantor and Grantee shall meet to discuss the proposed amendment(s). If the parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the City Council for its approval. If so approved by the City Council and the Grantee, then such amendment(s) shall be deemed part of this Franchise. If mutual agreement is not reached, there shall be no amendment.

#### **4.8 Performance Evaluations**

(A) Special evaluation sessions may be held at any time upon request by Grantor during the term of this Franchise.

(B) All evaluation sessions shall be open to the public.

(C) Topics that may be discussed at any evaluation session may include those issues surrounding the terms, conditions and obligations of the Franchise, provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise or any term or provision therein and further provided that this subsection need not be followed before other legal or equitable remedies within this Franchise.

#### **4.9 Late Fees**

(A) For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with the customer service standards described in Section 6.1 or any Grantor customer service standards, as the same may be adopted and amended from time to time by the City Council acting by ordinance or resolution, or as the same may be superseded by legislation or final court order.

(B) Nothing in this subsection shall be deemed to create, limit or otherwise affect the ability of the Grantee, if any, to impose other assessments, charges, fees or sums other than those permitted by this subsection, for the Grantee's other services or activities it performs in compliance with Applicable Law, including FCC law, rule or regulation.

(C) The Grantee's late fee and disconnection policies and practices shall be nondiscriminatory and such policies and practices, and any fees imposed pursuant to this subsection, shall apply equally in all parts of Grantor without regard to the neighborhood or income level of the Subscriber.

#### **4.10 Force Majeure**

In the event Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the control of Grantee, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is satisfactory to Grantor. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, power outages, telephone network outages, and severe or

unusual weather conditions which have a direct and substantial impact on the Grantee's ability to provide Cable Services in the Franchise Area and which was not caused and could not have been avoided by the Grantee which used its best efforts in its operations to avoid such results.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, Grantee shall provide documentation as reasonably required by Grantor to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide Grantor with its proposed plan for remediation, including the timing for such cure.

## **SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS**

### **5.1 Indemnification**

(A) General Indemnification. Grantee shall indemnify, defend and hold Grantor, its officers, officials, boards, commissions, agents, employees and volunteers, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with Grantor while conducting its defense of Grantor. Grantee shall not be obligated to indemnify Grantor to the extent of Grantor's negligence or willful misconduct. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the Grantor, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

(B) Indemnification for Relocation. Grantee shall indemnify Grantor for any damages, claims, documented additional costs or reasonable expenses assessed against, or payable by, Grantor arising out of, or resulting from, Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with a relocation required by Grantor. Grantee shall always be provided a minimum of thirty (30) days-notice to perform such relocation, except in the case of an emergency and therefore the obligation to indemnify would not apply.

(C) Additional Circumstances. Grantee shall also indemnify, defend and hold Grantor harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way arising out of:

(1) The lawful actions of Grantor in granting this Franchise to the extent such actions are consistent with this Franchise and Applicable Law.

(2) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise.

(D) Procedures and Defense. If a claim or action arises, Grantor shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. Grantor may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense then Grantee shall not be liable for any attorneys' fees, expenses or other costs that Grantor may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Paragraph 5.1(F) is required. In that event the provisions of Paragraph 5.1(F) shall govern Grantee's responsibility for Grantor's attorney's fees, expenses or other costs. In any event, Grantee may not agree to any settlement of claims affecting Grantor without Grantor's approval.

(E) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

(F) Expenses. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between Grantor and the counsel selected by Grantee to represent Grantor, Grantee shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by Grantor in defending itself with regard to any action, suit or proceeding indemnified by Grantee. Provided, however, that in the event that such separate representation is or becomes necessary, and Grantor desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then Grantor shall be required to obtain Grantee's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. Grantor's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by Grantor's Attorney or his/her assistants or any employees of Grantor or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided Grantor by Grantee.

## **5.2 Insurance**

(A) Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance:

(1) Commercial General Liability insurance with limits of no less than five million dollars (\$5,000,000.00) per occurrence and five million dollars (\$5,000,000.00) general aggregate. Coverage shall be at least as broad as that provided by the current ISO CG 00 01 or its equivalent and include severability of interests with respect to each additional insured. Such insurance shall cover liability arising from premises, operations,

independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Grantor shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect this Franchise Agreement using the current ISO endorsement CG 20 12 05 09.

(2) Commercial Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of five million dollars (\$5,000,000.00) per accident. The policy shall contain a severability of interests provision with respect to each additional insured.

(3) Excess or Umbrella Liability insurance shall be written with limits of not less than five million dollars (\$5,000,000) per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Grantee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits. Such insurance shall name Grantor, its officers, officials and employees as additional insureds.

(B) The insurance shall provide for notice of cancellation in accordance with policy provisions. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide notice of such cancellation or material alteration within two (2) business days of its receipt of such notice. Grantee shall additionally provide evidence of a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one (1) year after expiration of this Franchise.

(C) The Grantee shall cause each of its subcontractors to provide insurance coverage reasonably appropriate to the scope of each such subcontractor's work.

(D) Failure on the part of the Grantee to maintain the insurance as required shall constitute a material breach of this Agreement.

### **5.3 Deductibles / Certificate of Insurance**

Any deductible of the policies shall not in any way limit Grantee's liability to Grantor.

(A) Endorsements.

(1) All commercial general, automobile, and umbrella excess liability policies required herein shall contain, or shall be endorsed so that:

(a) Grantor, its officers, officials, boards, commissions, and employees are to be covered as, and have the rights of, additional insureds with respect to liability for which the Grantee is responsible herein;



(b) Grantee's insurance coverage shall be primary insurance with respect to each additional insured. Any insurance or self-insurance maintained by the additional insured shall be in excess of the Grantee's insurance and shall not contribute to it with respect to liability for which the Grantee is responsible hereunder; and

(c) Grantee's insurance shall provide for severability of interest with respect to each additional insured.

(B) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A: VII."

(C) Verification of Coverage. The Grantee shall furnish Grantor with certificates of insurance, evidencing the required endorsements, including but not limited to blanket additional insured status. The certificates are to be on standard forms or such forms as are consistent with standard industry practices.

(D) Adequacy of Limits and Coverage. It is agreed that these insurance requirements shall not in any way act to reduce or otherwise alter the liability of Grantee herein. No representation is made that the minimum insurance requirements of this Franchise are sufficient to cover the obligations of Grantee hereunder.

#### **5.4 Letter of Credit**

(A) If there is a claim by Grantor of an uncured breach by Grantee of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then Grantor may require and Grantee shall establish and provide within thirty (30) days from receiving notice from Grantor, to Grantor as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to Grantor in the amount of fifty thousand dollars (\$50,000).

(B) In the event that Grantee establishes a letter of credit pursuant to the procedures of this Section, then the letter of credit shall be maintained fifty thousand dollars (\$50,000) until the allegations of the uncured breach have been resolved.

(C) After completion of the procedures set forth in Section 13.1 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by Grantor for purposes including, but not limited to, the following:

(1) Failure of Grantee to pay Grantor sums due under the terms of this Franchise;

(2) Reimbursement of costs borne by Grantor to correct Franchise violations not corrected by Grantee;

(3) Monetary damages assessed against Grantee as provided for in this Franchise.

(D) Grantor shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within ten (10) business days following receipt of such notice, Grantee shall restore the letter of credit to the amount required under this Franchise.

(E) Grantee shall have the right to appeal to the City Council for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds Grantor erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

## **SECTION 6. CUSTOMER SERVICE**

### **6.1 Customer Service Standards**

Grantee shall comply with customer service standards as provided in FCC Standards 47 C.F.R. Sections 76.309, 76.1602, 76.1603 and 76.1619, and any local standards adopted in accordance with applicable law. Grantee acknowledges Grantor's ability to enact customer service standards that exceed those enacted by the FCC and Grantor acknowledges Grantee's right to recover the costs associated with complying with such standards. The Grantee shall not enter into a contract with any Subscriber that is in any way inconsistent with the terms of this Franchise, or the requirements of any applicable customer service standards.

### **6.2 Subscriber Privacy**

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in Applicable Law.

### **6.3 Subscriber Contracts**

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or Applicable Law. Upon request, Grantee will provide to Grantor a sample of the Subscriber contract or service agreement then in use.

### **6.4 Identification of Local Franchise Authority on Subscriber Bills**

Within ninety (90) days after written request from Grantor, Grantee shall place Grantor's phone number on its Subscriber bills, to identify where a Subscriber may call to address escalated complaints.

## **SECTION 7. REPORTS AND RECORDS**

### **7.1 Open Records**

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records relevant to the provision of Cable Services in the Franchise Area and related to any terms, conditions or obligations contained in this Franchise open and accessible to Grantor. Grantor, including Grantor's Auditor or his/her authorized representative, shall have access to, and the right to inspect, books and records of Grantee, its parent corporations and Affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise. Grantee shall not deny Grantor access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate. Grantor may, in writing, request copies of any such records or books and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all reports and records required under this or any other subsection shall be furnished to Grantor, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) days, that Grantor inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made available in copies to Grantor upon written request as set forth above, and if Grantor determines that an examination of such records is necessary or appropriate for the performance of any of Grantor's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee.

### **7.2 Confidentiality and Proprietary Information**

Grantor agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent Grantee makes Grantor aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information and shall provide a brief written explanation as to why such information is confidential under State or federal law. If Grantor receives a request under the Act to inspect or copy the information so identified by Grantee and Grantor determines that release of the information is required by the Act, Grantor will use its best efforts to promptly provide Grantee with notice of the request in accordance with RCW 42.56.540, and a copy of any written request by the party demanding access to such information, in order to have a reasonable time (of no less than 10 business days) within which Grantee may seek an injunction to prohibit the Grantor's disclosure of the requested record. If the Grantee fails to timely obtain a court order enjoining disclosure, the Grantor will release the requested information on the date specified. Grantee shall join the Person requesting the documents to such an action. Grantee shall defend, indemnify and hold the Grantor harmless from any claim or judgment and Grantee shall reimburse the City for all reasonable costs and attorneys fees incurred in any legal proceedings pursued under this Section.

The Grantor has, and by this section assumes, no obligation on behalf of the Grantee to claim any exemption from disclosure under the Act, however the Grantor may assert such exemption if the Grantor itself believes in good faith that an exemption applies to the requested records. The Grantor shall not be liable to the Grantee for releasing records not clearly identified

by the Grantee as confidential or proprietary. The Grantor shall not be liable to the Grantee for any records that the Grantor releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

### **7.3 Records Required**

(A) Grantee shall at all times maintain, and shall furnish to Grantor upon 30 days written request and subject to Applicable Law:

(1) A complete set of maps showing the location of all Cable System equipment and facilities in the Right-of-Way, but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by Grantor's authorized representative(s) or agent(s) during the course of technical inspections as reasonably conducted by Grantor. These maps shall be certified as accurate by an appropriate representative of the Grantee;

(2) A copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates which relate to the operation of the Cable System in the Franchise Area;

(3) Number of current subscribers by Tier;

(4) Total homes passed for the previous twelve (12) months;

(5) A list of current Cable Services, rates and Channel line-ups; and

(6) Grantee shall, at Grantee's expense, maintain all aggregate data of Subscriber complaints related to the quality of the video programming service signals delivered by Grantee in the Franchise Area for a period of at least three (3) years, and individual Subscriber complaints from the Grantor for a period of at least one (1) year, and make such information available to Grantor at Grantee's office upon reasonable request.

(B) Subject to subsection 7.2, all information furnished to Grantor is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

### **7.4 Annual Reports**

Within ninety (90) days of Grantor's written request, Grantee shall submit to Grantor a written report for the prior calendar year, in a form acceptable to Grantor, which shall include, but not necessarily be limited to, the following information for Grantor:

(A) A Gross Revenue statement, as required by subsection 3.5 of this Franchise;

(B) A statement of planned construction, if any, for the next year; and,

(C) A copy of the most recent annual report Grantee filed with the SEC or other governing body.

## **7.5 Copies of Federal and State Reports**

Within thirty (30) days of a written request from Grantor, Grantee shall submit to Grantor copies of all pleadings, applications, notifications, public communications and public documents of any kind, submitted by Grantee or its parent corporation(s), to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the Franchise Area. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

## **7.6 Complaint File and Reports**

(A) Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints.

(B) Within thirty (30) days of a written request, Grantee shall provide Grantor a quarterly summary, which shall include the following information from the preceding quarter:

- (1) A summary of service calls, identifying the number and nature of the requests and their disposition;
- (2) A log of all service interruptions;
- (3) A summary of customer complaints referred by Grantor to Grantee; and,

## **7.7 False Statements**

Any false or misleading statement or representation in any report required by this Franchise (not including clerical errors or errors made in good faith) may be deemed a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to Grantor under this Franchise.

# **SECTION 8. PROGRAMMING**

## **8.1 Broad Programming Categories**

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;

- (B) Washington news, weather & information;
- (C) Sports;
- (D) General entertainment;
- (E) Children's programming;
- (F) Arts, culture and performing arts;
- (G) Foreign language;
- (H) Science/documentary;
- (I) National news, and information; and,
- (J) Public, Educational and Government Access, to the extent required by this Franchise.

## **8.2 Deletion or Reduction of Broad Programming Categories**

Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of Grantor.

## **8.3 Obscenity**

Grantee shall not transmit or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming which is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

## **8.4 Parental Control Device**

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

## **8.5 Continuity of Service Mandatory**

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored. The Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service. For the purposes of this subsection, "uninterrupted" does not include outages of the Cable System for maintenance or testing or an event covered under Section 4.11.

## **8.6 Services for the Disabled**

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

# **SECTION 9. ACCESS**

## **9.1 Designated Access Providers**

(A) Grantor may authorize Designated Access Providers to control, operate, and manage the use of any and all Access Facilities provided by Grantee under this Franchise, including, without limitation, the operation of Access Channels. The Grantor or its designee may formulate rules for the operation of the Access Channels, consistent with this Franchise, the FCC, federal and State law. Nothing herein shall prohibit the Grantor from authorizing itself to be a Designated Access Provider. As used in this Section, such "Access Facilities" includes the Channels, services, facilities, equipment, technical components and/or financial support provided under this Franchise, which is used or useable by and for Public Access, Educational Access, and Government Access ("PEG" or "PEG Access").

(B) Grantee shall cooperate with Grantor and Designated Access Providers in the use of the Cable System and Access facilities for the provision of Access Channels.

## **9.2 Channel Capacity and Use**

(A) Grantee shall make available to Grantor up to five (5) Downstream Channels for PEG use as provided for in this Section.

(B) Grantee shall have the right to temporarily use any Channel, or portion thereof, which is allocated under this Section for Public, Educational, or Governmental Access use, within one hundred eighty (180) days after a written request for such use is submitted to Grantor, if such Channel is not "fully utilized" as defined herein. A Channel shall be considered fully utilized if substantially unduplicated programming is delivered over it more than an average of 38 hours per week over a six (6) month period. Programming that is repeated on an Access Channel up to two times shall be considered "unduplicated programming." Character-generated programming shall be included for purposes of this subsection, but may be counted towards the total average hours only with respect to the Channels provided to Grantor. If a Channel allocated for Public, Educational, or Governmental Access use will be used by Grantee in accordance with the terms of this subsection, the institution to which the Channel has been allocated shall have the right to

require the return of the Channel or portion thereof. Grantor shall request return of such Channel space by delivering written notice to Grantee stating that the institution is prepared to fully utilize the Channel, or portion thereof, in accordance with this subsection. In such event, the Channel or portion thereof shall be returned to such institution within one-hundred eighty (180) days after receipt by Grantee of such written notice.

(C) Standard Definition (“SD”) Digital Access Channels.

(1) Grantee shall provide the existing three (3) Activated Downstream Channel for PEG Access use in a standard definition (“SD”) digital format. Grantee shall carry all components of the SD Access Channel Signals provided by a Designated Access Provider including, but not limited to, closed captioning, stereo audio, and other elements associated with the Programming. A Designated Access Provider shall be responsible for providing the SD Access Channel Signal in an SD format to the demarcation point at the designated point of origination for the SD Access Channels. At such time as the HD Access Channels described in subsection (C) below are activated, the Designated Access Provider will provide only an HD Access Channel Signal in an HD format. At that time, Grantee will broadcast the HD signal on the HD Access Channels and also down-convert the HD signal for additional broadcast on the SD Access Channels. Grantee shall transport and distribute the SD Access Channels signal on its Cable System and shall not unreasonably discriminate against SD Access Channels with respect to accessibility and functionality, and not unreasonably discriminate as to the application of any applicable FCC Rules & Regulations.

(2) With respect to signal quality, Grantee shall not be required to carry SD Access Channels in a higher quality format than that of the SD Access Channel signal delivered to Grantee, but Grantee shall distribute all SD Access Channel signals without degradation. Upon reasonable written request by a Designated Access Provider, Grantee shall verify signal delivery to Subscribers with the Designated Access Provider, consistent with the requirements of this subsection 9.2(C).

(3) Grantee shall be responsible for costs associated with the transmission of SD Access signals on its side of the demarcation point, which for the purposes of this subsection 9.2 (C)(3), shall mean up to but not including the modulator where the Grantor signal is converted into a format to be transmitted over a fiber connection to Grantee. The Grantor or Designated Access Provider shall be responsible for costs associated with SD Access signal transmission on its side of the demarcation point.

(4) SD Access Channels may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those Tiers of Cable Service, upon which SD Channels are made available. Grantee is not required to provide free SD equipment to Subscribers, nor modify its equipment or pricing policies in any manner.

(D) High Definition (“HD”) Digital Access Channels.

(1) After the return lines have been upgraded in accordance with Section 9.11 and within one hundred twenty (120) days’ written notice, Grantee shall activate one (1)



HD Access Channels, for which the Grantor may provide Access Channel signals in HD format to the demarcation point at the designated point of origination for the Access Channel. After the first anniversary of the first HD Channel activation, and with at least one hundred twenty (120) days written notice to Grantee, Grantor may request, and Grantee shall provide on its Cable System, one (1) additional Activated Downstream Channel for PEG Access use in HD”) digital format.

- (a) The Grantor shall, in its written notice to Grantee as provided for in this Section, confirm that it or its Designated Access Provider has the capabilities to produce, has been producing and will produce programming in an HD format for any newly activated HD Access Channel; and,
- (b) There will be a minimum of five (5) hours per-day, five days per-week of HD PEG programming available for each HD Access Channel. For the purposes of this subsection, character-generated programming (i.e., community bulletin boards) shall not satisfy, in whole or in part, this programming requirement.

(2) Grantor shall be responsible for providing HD Access Channel signals in an HD digital format to the demarcation point at the designated point of origination for the HD Access Channels. For purposes of this Franchise, an HD signal refers to a television signal delivering picture resolution of either 720p or 1080i, or such other resolution in this same range that Grantee utilizes for other similar non-sport, non-movie programming channels on the Cable System, whichever is greater.

(3) Grantee shall transport and distribute the HD Access Channel signals on its Cable System and shall not discriminate against the HD Access Channels with respect to accessibility, functionality, and to the application of any applicable FCC Rules & Regulations. With respect to signal quality, Grantee shall not be required to carry the HD Access Channels in a higher quality format than that of the HD Access Channel signals delivered to Grantee, but Grantee shall distribute the HD Access Channel signals without degradation. Grantee shall carry all components of the HD Access Channel signals provided by the Designated Access Provider including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. Upon reasonable written request by Grantor, Grantee shall verify signal delivery to Subscribers with the Grantor, consistent with the requirements of this subsection 9.2(D).

(4) HD Access Channels may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those Tiers of Cable Service, upon which the HD Channels are made available. Grantee is not required to provide free HD equipment to Subscribers, nor modify its equipment or pricing policies in any manner.

(5) Grantor or any Designated Access Provider is responsible for acquiring all equipment necessary to produce programming in HD.

(6) The Designated Access Provider shall be responsible for providing the Access Channel signals in an HD format to the demarcation point at the designated point of origination for each Access Channel. Grantee shall provide all necessary equipment outside the demarcation point at the Designated Access Provider Channel origination point, at its Headend and throughout its distribution system to deliver the Access Channel(s) in the HD format to Subscribers.

(E) Grantee shall simultaneously carry the two (2) HD Access Channels provided for in Section 9.2(D) in high definition format on the Cable System, in addition to simultaneously carrying in standard definition format the SD Access Channels provided pursuant to Subsection 9.2(C).

(F) There shall be no restriction on Grantee's technology used to deploy and deliver SD or HD signals so long as the requirements of the Franchise are otherwise met. Grantee may implement HD carriage of the PEG channel in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal quality for the consumer that is reasonably comparable and functionally equivalent to similar commercial HD channels carried on the Cable System. In the event Grantor believes that Grantee fails to meet this standard, Grantor will notify Grantee of such concern, and Grantee will respond to any complaints in a timely manner.

### **9.3 Access Channel Assignments**

Grantee will use reasonable efforts to minimize the movement of SD and HD Access Channel assignments. Grantee shall also use reasonable efforts to institute common SD and HD Access Channel assignments among the served by the same Headend as Grantor for compatible Access programming, for example, assigning all Educational Access Channels programmed by higher education organizations to the same Channel number. In addition, Grantee will make reasonable efforts to locate HD Access Channels provided pursuant to Subsection 9.2(D) in a location on its HD Channel line-up that is easily accessible to Subscribers.

### **9.4 Relocation of Access Channels**

Grantee shall provide Grantor a minimum of sixty (60) days' notice, and use its best efforts to provide one hundred and twenty (120) days' notice, prior to the time Public, Educational, and Governmental Access Channel designations are changed. Grantee, at Grantee's expense, will place the Grantor's notice of the Access Channel changes on or with its regular monthly billing, upon the Grantor's request. Such request shall be for one notice per occurrence of Access Channel changes, whether one or more channels are affected. Grantor shall be responsible for the costs of printing its notice which must conform to Grantee's reasonable mailing requirements and providing them to the Grantee. Grantee shall be provided an opportunity to review and approve all Access bill insertions.

### **9.5 Support for Access Costs**

(A) As of the Effective Date of this Franchise Agreement, Grantee is providing thirty cents (\$0.30) per month per Residential Subscriber (the "PEG Contribution") to be used solely for

capital costs related to Public, Educational and Governmental Access, or as may be permitted by Applicable Law. Upon ninety (90) days written notice from the Grantor, the PEG Contribution may be increased to up to fifty cents (\$0.50) per month per Residential Subscriber. Any written request by Grantor to increase the PEG Contribution from its then current level shall be effective ninety (90) days after the date of such written request. Grantee shall make PEG Contribution payments quarterly, following the effective date of this Franchise Agreement for the preceding quarter ending March 31, June 30, September 30, and December 31. Each payment shall be due and payable no later than forty-five (45) days following the end of the quarter. Grantor shall have sole discretion to allocate the expenditure of such payments for any capital costs related to PEG Access.

(B) During the term of this Franchise, Grantee may inquire of Grantor about the PEG Contribution being collected at that time. Upon Grantee's request, Grantor shall meet with Grantee to discuss issues related to the PEG Contribution in good faith and the parties may mutually agree to adjust the PEG fee accordingly.

## **9.6 Access Support Not Franchise Fees**

Grantee agrees that capital support for Access Costs arising from or relating to the obligations set forth in this Section shall in no way modify or otherwise affect Grantee's obligations to pay Franchise Fees to Grantor. Grantee agrees that although the sum of Franchise Fees plus the payments set forth in this Section may total more than five percent (5%) of Grantee's Gross Revenues in any 12-month period, the additional commitments shall not be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise Agreement so long as such support is used for capital Access purposes consistent with this Franchise and federal law.

## **9.7 Access Channels on Basic Service or Lowest Priced HD Service Tier**

All SD Access Channels under this Franchise Agreement shall be included by Grantee, without limitation, as part of Basic Service. All HD Access Channels under this Franchise Agreement shall be included by Grantee, without limitation, as part of the lowest priced tier of HD Cable Service upon which Grantee provides HD programming content.

## **9.8 Change in Technology**

In the event Grantee makes any change in the Cable System and related equipment and Facilities or in Grantee's signal delivery technology, which directly or indirectly affects the signal quality or transmission of Access services or programming, Grantee shall at its own expense take necessary technical steps or provide necessary technical assistance, including the acquisition of all necessary equipment, and full training of Grantor's Access personnel to ensure that the capabilities of Access services are not diminished or adversely affected by such change. If Grantor implements a new video delivery technology that is not currently offered on and/or that cannot be accommodated by the Grantee's local Cable System, then Grantor shall be responsible for acquiring all necessary equipment, facilities, technical assistance, and training to deliver the signal to the Grantee's headend for distribution to subscribers.

## **9.9 Technical Quality**

Grantee shall maintain all Upstream and Downstream Access services and Channels on its side of the demarcation point at the same level of technical quality and reliability required by this Franchise Agreement and all other applicable laws, rules and regulations for Residential Subscriber Channels. In no event shall the technical quality of any Access channels be lower than the quality of other commercial SD or HD channels carried on the Cable System. Grantee shall provide routine maintenance for all transmission equipment on its side of the demarcation point, including modulators, decoders, multiplex equipment, and associated cable and equipment necessary to carry a quality signal to and from Grantor's facilities for the Access Channels provided under this Franchise Agreement. Grantee shall also provide, if requested in advance by Grantor, advice and technical expertise regarding the proper operation and maintenance of transmission equipment on Grantor's side of the demarcation point. Grantee shall be responsible for all initial and replacement costs of all HD modulator and demodulator equipment. Grantor shall also be responsible, at its own expense, to replace any of the Grantee's equipment that is damaged by the gross negligence or intentional acts of Grantor staff. The Grantee shall be responsible, at its own expense, to replace any of the Grantor's equipment that is damaged by the gross negligence or intentional acts of Grantee's staff.

## **9.10 Access Cooperation**

Grantor may designate any other jurisdiction to share in the use of Access Facilities hereunder. The purpose of this subsection shall be to allow cooperation in the use of Access and the application of any provision under this Section as Grantor in its sole discretion deems appropriate, and Grantee shall cooperate fully with, and in, any such arrangements by Grantor.

## **9.11 Return Lines/Access Origination**

(A) Grantee shall maintain the return lines from the existing Access origination sites to the Headend in order to enable the distribution of Access programming to Subscribers on the Access Channels. To the extent that any return line upgrades are required in order to facilitate delivery of Access Programming in HD, such upgrades shall be completed within one (1) year of a written request from Grantor; provided however, that Grantee may recover the costs of such upgrades from Subscribers in the Franchise Area in accordance with Applicable Law and that in so doing the PEG Contribution does not exceed fifty (\$.50) cents in total. If such costs result in exceeding fifty (\$.50) cents then the Grantor shall reduce the existing PEG Contribution amount so as to allow for the recoupment of all upgrade costs without exceeding the cap of fifty (\$.50) cents over a period of three (3) years. Grantee shall continuously maintain these return lines throughout the term of the Franchise, unless any of these locations are no longer used in the future to originate Access programming or are not upgraded as part of the HD conversion. The existing return line facilities are noted as "exterior" to reflect a return line on the physical property but not extending into the building, or "interior" where the return line connection extends into the building itself. The cost to convert facilities from exterior to interior shall be paid by the Grantor:

Olympia City Hall - 601 4<sup>th</sup> Avenue East, Olympia, WA (interior)

The Washington Center for the Performing Arts, 512 Washington St SE,  
Olympia, WA (exterior)

The Evergreen State College, Community Center Bldg. 113. 4300 Indian Pipe  
Loop NW Olympia, WA (interior)

Lakefair Queen's Coronation, south side of 5th Ave. SW & Sylvester Street SW,  
Olympia WA (exterior)

(B) Within eighteen (18) months of written request by the Grantor, Grantee shall construct and maintain additional return lines to other locations within the Franchise Area; provided however, that all Grantee's construction costs shall be paid by the Grantor or its Designated Access Provider(s).

#### **9.12 Promotion of PEG Access Schedule**

The Grantee shall include appropriate designation of the PEG channels on channel cards and other channel listings provided to Subscribers in a manner comparable to commercial channels on the Cable System.

### **SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION**

#### **10.1 Right to Construct**

Subject to Applicable Law, generally applicable Municipal Code, Right-of-Way Construction Standards, and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System.

#### **10.2 Joint Trenching/Boring Meetings**

Grantee will regularly attend and participate in planning meetings of Grantor, of which the Grantee is made aware, to anticipate joint trenching and boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of Right-of-Way cuts which Grantee needs to occupy within the Franchise Area.

#### **10.3 General Standard**

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices consistent with applicable permit requirements.

#### **10.4 Permits Required for Construction**

Prior to doing any work in the Right-of-Way or other public property, Grantee shall apply for, and obtain, appropriate permits from Grantor. As part of the permitting process, Grantor may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite Grantor permits received by Grantee.

#### **10.5 Emergency Permits**

In the event that emergency repairs are necessary, Grantee shall immediately notify Grantor of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

#### **10.6 Compliance with Applicable Codes**

(A) Grantor Construction Codes. Grantee shall comply with all applicable industry, State and Grantor construction codes and standards.

(B) Safety Codes. Grantee shall comply with all federal, State and Grantor safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by Applicable Law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards. All installations of equipment shall be permanent in nature, and final equipment placement shall not interfere with the travel and use of public places by the public.

#### **10.7 Minimal Interference**

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of Grantor, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, Grantor's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements Grantor may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, Grantor may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

## **10.8 Prevent Injury/Safety**

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to Grantor's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights. Further, any street cuts made and repaired shall be performed in accordance with all Grantor construction codes.

## **10.9 Hazardous Substances**

(A) Grantee shall comply with any and all Applicable Laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Rights-of-Way.

(B) Upon reasonable notice to Grantee, Grantor may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

(C) The provisions of Section 5.1 shall apply to any claims against the Grantor arising out of a release of hazardous substances caused by Grantee's Cable System.

## **10.10 Locates**

Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to Grantor and to the notification association established in Ch. 19.122 RCW, as such may be amended from time to time.

Within forty-eight (48) hours after any Grantor bureau or franchisee, licensee or permittee notifies Grantee of a proposed Right-of-Way excavation, Grantee shall, at Grantee's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation; or

(C) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation.

## **10.11 Notice to Private Property Owners**

Except in the case of an emergency involving public safety or service interruption to a large number of Subscribers, Grantee shall give at least three (3) days advance notice to private property

owners or legal tenants of work on or adjacent to private property prior to entering upon private premises. Nothing herein shall be construed as authorizing access or entry to private property or any other property where such right to access or entry is not otherwise provided by law.

## **10.12 Underground Construction and Use of Poles**

(A) When required by general ordinances, resolutions, regulations or rules of Grantor or applicable State or federal law, or Grantor project Grantee's Cable System shall be placed underground at Grantee's expense unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to Grantor or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with Grantor's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) The Grantee shall utilize existing poles wherever possible.

(D) In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of undergrounding an extension of the Cable System or for placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System. Grantor will reasonably determine the most appropriate option between undergrounding and erecting new poles considering site specific details and availability of space in the Right-of-Way. If poles are used, all poles of Grantee shall be located as designated by the proper Grantor authorities. Grantor will determine if such poles and related facilities may be placed based on reasonable availability of space within the right of way.

(E) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of Grantor or any other Person.

(F) Grantee and Grantor recognize that situations may occur in the future where Grantor may desire to place its own cable or conduit for Fiber Optic cable in trenches or bores opened by the Grantee. Grantee agrees to cooperate with Grantor in any construction by the Grantee that involves trenching or boring, provided that Grantor has first notified the Grantee in some manner that it is interested in sharing the trenches or bores in the area where the Grantee's construction is occurring and Grantor enters into a contract with Grantee consistent with RCW



80.36.150, this Franchise and applicable provisions of Grantor's Code. Grantee shall allow Grantor to lay its cable, conduit and Fiber Optic cable in the Grantee's trenches and bores, provided there is reasonable space available and Grantor shares in the cost of the trenching and boring on the same terms and conditions as the Grantee or otherwise in accordance with Applicable Law. Grantor shall be responsible for maintaining its respective cable, conduit, vaults and Fiber Optic cable buried in the Grantee's trenches and bores under this paragraph.

(G) Where Grantor codes provide holders of building or development permits for planned developments within the Franchise Area to notify utilities and other similar service providers of availability of open trenches, it is the intent of Grantor that such requirements shall include operators of cable systems in the list of entities required to be provided notice by the permit holder. In the event an underground conversion of cable facilities is required as part of the street improvement condition(s) of a new land use development, not associated with a Grantor designated capital improvement project, this Franchise shall in no way limit the Grantee's right to recoup all time and material costs associated with the underground conversion of the Cable System from the Person responsible for the project.

### **10.13 Prewiring**

Any ordinance or resolution of Grantor which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems.

### **10.14 Repair and Restoration of Property**

(A) The Grantee shall protect public and private property from damage, when performing work as it pertains to using the Right of Way. If damage is caused by Grantee, the Grantee shall promptly notify the property owner within twenty-four (24) hours in writing.

(B) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, Grantor may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay Grantor.

(D) Private Property. Upon completion of the work which caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within seventy-two (72) hours, considering the nature of the work that must be performed.

### **10.15 Acquisition of Facilities**

Upon Grantee's acquisition of Cable System-related facilities in any Grantor Right-of-Way, or upon the addition to Grantor of any area in which Grantee owns or operates any such facility, Grantee shall, at Grantor's request, submit to Grantor a statement describing all such facilities located in the Right of Way, whether authorized by franchise, permit, license or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information. Such Cable System-related facilities shall immediately be subject to the terms of this Franchise.

### **10.16 Discontinuing Use/Abandonment of Cable System Facilities**

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit for Grantor's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that Grantor permit it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, Grantor may require Grantee to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest at no cost to Grantor. Grantor may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by Grantor. Until such time as Grantee removes or modifies the facility as directed by Grantor, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, Grantor may choose to use such facilities for any purpose whatsoever including, but not limited to, Access purposes.

### **10.17 Movement of Cable System Facilities for Grantor Purposes**

Grantor shall have the right to require Grantee to, at Grantor's request, relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of Grantor for public purposes, in the event of an emergency; or when the public health, safety, or welfare requires such change. For example, without limitation, this movement of Grantee's facilities may be needed by public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by Grantor for public purposes. Such work shall be performed at Grantee's expense. Except when a shorter time is necessitated due to an emergency, Grantee shall, within sixty (60) days' written notice by Grantor, or such longer period as Grantor may specify, complete all work to temporarily or permanently relocate, remove, replace, modify, or disconnect any of its facilities and equipment located in the Rights-of-Way or on any other property of Grantor. In the event of any capital improvement project exceeding five hundred thousand dollars (\$500,000) in expenditures by Grantor, which requires the removal, replacement, modification, or disconnection of Grantee's facilities or equipment, Grantor shall provide at least one-hundred twenty (120) days' written notice to Grantee. Following notice by Grantor, if all users of the Right-of-Way relocate aerial

facilities underground as part of an undergrounding project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities, if it desires to continue to occupy that particular Right of Way. If Grantor requires Grantee to relocate its facilities located within the Rights-of-Way, Grantor will work collaboratively with Grantee to identify available alternate locations within the Rights-of-Way for Grantee to relocate its facilities at Grantee's cost.

If Grantee fails to complete this work within the time prescribed above and to Grantor's satisfaction, Grantor may cause such work to be done and bill the cost of the work to Grantee. In such event, Grantor shall not be liable for any damage to any portion of Grantee's Cable System. Within forty-five (45) days of receipt of an itemized list of those costs, Grantee shall pay Grantor. In any event, if Grantee fails to timely relocate, remove, replace, modify or disconnect Grantee's facilities and equipment, and that delay results in any damage claim against Grantor, Grantee shall be responsible to Grantor for documented costs of construction delays attributable to Grantee's failure to timely act. Grantee reserves the right to challenge any determination by Grantor of Grantee's responsibility for the delay and/or costs for construction delays related to an alleged failure to act in accordance with this subsection 10.17.

#### **10.18 Movement of Cable System Facilities for Other Franchise Holders**

If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another franchise holder, Grantee shall, after at least sixty (60) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee may require that the costs associated with the removal or relocation be paid by the benefited party.

#### **10.19 Temporary Changes for Other Permittees**

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance. The cost of such temporary change may be charged by the Grantee to the permit holder, and Grantee may require the estimated payment in advance. Such payment is an exchange between the Grantee and the permittee, and the Grantor will not be the administrator of these transactions.

#### **10.20 Reservation of Grantor Use of Right-of-Way**

Nothing in this Franchise shall prevent Grantor or public utilities owned, maintained or operated by public entities other than Grantor from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.

### **10.21 Tree Trimming**

Trees shall be maintained per ANSI A300, Standard Practices for Trees, Shrubs and other Woody Plant Maintenance. Upon obtaining a written permit from Grantor, if such a permit is required, Grantee may prune or cause to be pruned, using proper pruning practices in accordance with such permit, any tree in the Rights-of-Way that interferes with the Cable System. The adjacent property owner shall be notified by the Grantee of the tree removal or trimming. All tree trimming shall be done at Grantee's sole cost and expense.

### **10.22 Stop Work**

(A) On notice from Grantor that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by Grantor, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by Grantor.

(B) The stop work order shall:

- (1) Be in writing;
- (2) Be given to the Person doing the work, or posted on the work site;
- (3) Be sent to Grantee by overnight delivery at the address given herein;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

Grantee shall be liable for all costs incurred by Grantor and associated with Grantee's violation and Grantor's issuance of the stop work order. Grantee reserves the right to challenge any Grantor determination of Grantee's obligations under this Section.

### **10.23 Work of Contractors and Subcontractors**

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with Grantor's ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other Applicable Law governing the work performed by them.

## **SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING**

### **11.1 Subscriber Network**

(A) Prior to the Effective Date of this Franchise, the parties acknowledge that Grantee undertook a voluntary upgrade of its Cable System to a hybrid fiber coaxial (HFC) fiber-to-the-node system architecture, with Fiber Optic cable deployed from its Headend to nodes and tying into a coaxial system serving Subscribers. The Cable System is now and shall throughout the term of this Franchise, deliver high quality signals that meet or exceed FCC technical quality standards regardless of any particular manner in which the signal is transmitted.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

(C) All construction shall be subject to the City's permitting process.

(D) Grantee and the City shall meet, at the City's request, to discuss the progress of the design plan and construction.

(E) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(F) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

### **11.2 Standby Power**

Grantee's Cable System Headend shall be capable of providing at least twelve (12) hours of emergency operation. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four (4) hours. This outage plan and evidence of requisite implementation resources shall be presented to Grantor no later than thirty (30) days following receipt of a request.

### **11.3 Emergency Alert Capability**

Grantee shall provide an operating Emergency Alert System ("EAS") throughout the term of this Franchise in compliance with FCC standards. Grantee shall test the EAS as required by the FCC. Upon request, Grantor shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested in accordance with Applicable Law.

#### **11.4 Technical Performance**

The technical performance of the Cable System shall meet or exceed all applicable federal (including but not limited to the FCC) technical standards, as they may be amended from time to time. Grantor shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

#### **11.5 Cable System Performance Testing**

(A) Grantee shall maintain written records of all results of its Cable System tests performed by or for Grantee. Copies of such test results will be provided to Grantor upon reasonable request.

(B) Grantee shall perform any tests required by the FCC.

#### **11.6 Additional Tests**

Where there exists other evidence which in the judgment of Grantor casts doubt upon the reliability or technical quality of Cable Service, Grantor shall have the right and authority to require Grantee to test, analyze and report on the performance of the Cable System. Grantee shall fully cooperate with Grantor in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

- (A) the nature of the complaint or problem which precipitated the special tests;
- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;
- (D) the method, if any, in which such complaint or problem was resolved; and
- (E) any other information pertinent to said tests and analysis which may be required.

### **SECTION 12. SERVICE AVAILABILITY**

(A) In General. Except as otherwise provided herein, Grantee shall provide Cable Service within seven (7) days of a request by any Person within the Franchise Area. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. The seven (7) day requirement may be extended if underground construction permitting would preclude such connection within that time period. Except as otherwise provided herein, Grantee shall provide such service:

- (1) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement.

(2) At a non-discriminatory installation charge for a standard installation, consisting of a 125 foot drop connecting to an inside wall for Residential Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations, adopted by Grantee and provided in writing to Grantor;

(3) At non-discriminatory monthly rates for Residential Subscribers consistent with Section 4.2 above.

(B) Service to Multiple Dwelling Units. Consistent with this Section 12.1, the Grantee shall provide Cable Service to Multiple Dwelling Units in accordance with an agreement with the property owner or owners, this Franchise and all applicable laws.

(C) Customer Charges for Extensions of Service. Grantee agrees to extend its Cable System to all persons living in areas with a residential density of twenty five (25) residences per mile of aerial feet of trunk or distribution cable or sixty (60) residences per mile of underground trench feet of trunk or distribution cable. If the residential density is less than twenty five (25) residences per 5,280 aerial cable-bearing strand feet of trunk or distribution cable, or sixty (60) residences per mile of underground trench feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and customers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 5,280 cable-bearing strand feet of its trunk or distribution cable and whose denominator equals twenty five (25) or sixty (60), as applicable. Customers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential customers be paid in advance.

## **SECTION 13. FRANCHISE VIOLATIONS**

### **13.1 Procedure for Remedying Franchise Violations**

(A) If Grantor reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, Grantor shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to Grantor, contesting Grantor's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below;

(2) cure the default; or,

(3) notify Grantor that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify Grantor in writing and in detail as to the exact steps that will be taken and the

projected completion date. In such case, Grantor may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A)(3), or denies the default and requests a meeting in accordance with (A)(1), or Grantor orders a meeting in accordance with subsection (A)(3), Grantor shall set a meeting to investigate said issues or the existence of the alleged default. Grantor shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, Grantor determines that a default exists, Grantor shall order Grantee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable time frame as Grantor shall determine. In the event Grantee does not cure within such time to Grantor's reasonable satisfaction, Grantor may:

- (1) Withdraw an amount from the letter of credit as monetary damages;
- (2) Recommend the revocation of this Franchise pursuant to the procedures in subsection 13.2; or,
- (3) Recommend any other legal or equitable remedy available under this Franchise or any Applicable Law.

(D) The determination as to whether a violation of this Franchise has occurred shall be within the discretion of Grantor, provided that any such final determination may be subject to appeal to a court of competent jurisdiction under Applicable Law.

## **13.2 Alternative Remedies**

No provision of this Franchise shall be deemed to bar the right of Grantor to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of Grantor to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

## **13.3 Assessment of Monetary Damages**

(A) Subject to the terms of this Franchise, Grantor may assess against Grantee monetary damages (i) up to five hundred dollars (\$500.00) per day for general construction delays, (ii) up to two hundred fifty dollars (\$250.00) per day for violations of PEG obligations, payment obligations or any other material breaches, or (iii) up to one hundred dollars (\$100.00) per day for



defaults, and withdraw the assessment from the letter of credit or collect the assessment as specified in this Franchise. Damages pursuant to this Section shall accrue for a period not to exceed one hundred twenty (120) days per violation proceeding. To assess any amount from the letter of credit, Grantor shall follow the procedures for withdrawals from the letter of credit set forth in the letter of credit and in this Franchise. Such damages shall accrue beginning thirty (30) days following Grantee's receipt of the notice required by subsection 13.1(A), or such later date if approved by Grantor in its sole discretion, but may not be assessed until after the procedures in subsection 13.1 have been completed.

(B) The assessment does not constitute a waiver by Grantor of any other right or remedy it may have under the Franchise or Applicable Law, including its right to recover from Grantee any additional damages, losses, costs and expenses that are incurred by Grantor by reason of the breach of this Franchise.

### **13.4 Revocation**

(A) Grantor may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

(1) If Grantee fails to perform any material obligation under this Franchise or under any other agreement, ordinance or document regarding Grantor and Grantee;

(2) Grantee abandons the Cable System, or terminates the Cable System's operations;

(3) Grantee fails to restore service to the Cable System after three consecutive days of an outage or interruption in service; except in the case of an emergency or during a Force Majeure occurrence, or when approval of such outage or interruption is obtained from the Grantor, it being the intent that there shall be continuous operation of the Cable System); or

(4) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon Grantor or Subscribers; or

(5) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors;

(6) If Grantee makes a material misrepresentation of fact in the application for or negotiation of this Franchise.

(B) Following the procedures set forth in subsection 13.1 and prior to forfeiture or termination of the Franchise, Grantor shall give written notice to the Grantee of its intent to revoke the Franchise and set a date for a revocation proceeding. The notice shall set forth the exact nature of the noncompliance.

(C) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) Grantor has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with Grantor to assume and be bound by all of the terms and provisions of this Franchise.

(D) Any proceeding under the paragraph above shall be conducted by the City Council and open to the public. Grantee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

(1) At such proceeding, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence, and to question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the parties. The City Council shall hear any Persons interested in the revocation, and shall allow Grantee, in particular, an opportunity to state its position on the matter.

(2) Within ninety (90) days after the hearing, the City Council shall determine whether to revoke the Franchise and declare that the Franchise is revoked and the letter of credit forfeited; or if the breach at issue is capable of being cured by Grantee, direct Grantee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the City Council determines are reasonable under the circumstances. If Grantor determines that the Franchise is to be revoked, Grantor shall set forth the reasons for such a decision and shall transmit a copy of the decision to the Grantee. Grantee shall be bound by Grantor's decision to revoke the Franchise unless it appeals the decision to a court of competent jurisdiction within fifteen (15) days of the date of the decision.

(3) Grantee shall be entitled to such relief as the Court may deem appropriate.

(4) The City Council may at its sole discretion take any lawful action which it deems appropriate to enforce Grantor's rights under the Franchise in lieu of revocation of the Franchise.

### **13.5 Procedures in the Event of Termination or Revocation**

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, Grantor may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six (6) months,

unless a sale of the Cable System can be closed sooner or Grantee demonstrates to Grantor's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 13.4, below.

(B) In the event that a sale has not been completed in accordance with subsections (A)(1) and/or (A)(2) above, Grantor may order the removal of the above-ground Cable System facilities and such underground facilities from Grantor at Grantee's sole expense within a reasonable period of time as determined by Grantor. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Grantee fails to complete any removal required by subsection 13.3 (B) to Grantor's satisfaction, after written notice to Grantee, Grantor may cause the work to be done and Grantee shall reimburse Grantor for the costs incurred within thirty (30) days after receipt of an itemized list of the costs, or Grantor may recover the costs through the letter of credit provided by Grantee.

(D) Grantor may seek legal and equitable relief to enforce the provisions of this Franchise.

### **13.6 Purchase of Cable System**

(A) If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, Grantor shall have the option to purchase the Cable System.

(B) Grantor may, at any time thereafter, offer in writing to purchase Grantee's Cable System. Grantee shall have thirty (30) days from receipt of a written offer from Grantor within which to accept or reject the offer.

(C) In any case where Grantor elects to purchase the Cable System, the purchase shall be closed within one hundred twenty (120) days of the date of Grantor's audit of a current profit and loss statement of Grantee. Grantor shall pay for the Cable System in cash or certified funds, and Grantee shall deliver appropriate bills of sale and other instruments of conveyance.

(D) For the purposes of this subsection, the price for the Cable System shall be determined as follows:

(1) In the case of the expiration of the Franchise without renewal, at fair market value determined on the basis of Grantee's Cable System valued as a going concern, but

with no value allocated to the Franchise itself. In order to obtain the fair market value, this valuation shall be reduced by the amount of any lien, encumbrance, or other obligation of Grantee which Grantor would assume.

(2) In the case of revocation for cause, the equitable price of Grantee's Cable System.

### **13.7 Receivership and Foreclosure**

(A) At the option of Grantor, subject to Applicable Law, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(2) The receivers or trustees have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) Grantor has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with Grantor to assume and be bound by all of the terms and conditions of this Franchise.

### **13.8 No Monetary Recourse Against Grantor**

Grantee shall not have any monetary recourse against Grantor or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State and local law. The rights of Grantor under this Franchise are in addition to, and shall not be read to limit, any immunities Grantor may enjoy under federal, State or local law.

### **13.9 Effect of Abandonment**

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, Grantor, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to Grantor, or until the Franchise is revoked and a new franchisee is selected by Grantor; or obtain an injunction requiring the Grantee to continue operations. If Grantor is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse Grantor or its designee for all reasonable costs, expenses and damages incurred.

### **13.10 What Constitutes Abandonment**

Grantor shall be entitled to exercise its options in subsection 13.9 if:

(A) The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for three (3) consecutive days, unless there is a situation constituting Force Majeure or Grantor authorizes a longer interruption of service; or

(B) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise.

## **SECTION 14. FRANCHISE RENEWAL AND TRANSFER**

### **14.1 Renewal**

(A) Grantor and Grantee agree that any proceedings undertaken by Grantor that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

(B) In addition to the procedures set forth in said Section 626(a), Grantor agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the then current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and Grantor agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, Grantor and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and Grantor may grant a renewal thereof. Grantee and Grantor consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

(C) Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement and Grantee and Grantor are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as

provided in the Franchise, and the Grantee and Grantor shall continue to comply with all obligations and duties under the Franchise.

## **14.2 Transfer of Ownership or Control**

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of Grantor, which consent shall be by the City Council, acting by ordinance/resolution.

(B) The Grantee shall promptly notify Grantor of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to Grantor for its approval of a sale or transfer and furnish all information required by law and Grantor.

(D) In seeking Grantor's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that Grantor may reasonably require; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) Grantor shall act by ordinance on the request within one hundred twenty (120) days of the request, provided it has received all information required by this Franchise and/or by Applicable Law. Grantor and the Grantee may by mutual agreement, at any time, extend the 120 day period. Subject to the foregoing, if Grantor fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and Grantor agree to an extension of time.

(F) Within thirty (30) days of any transfer or sale, if approved or deemed granted by Grantor, Grantee shall file with Grantor a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, Grantor may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist Grantor in so inquiring. Grantor may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of Grantor shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by Grantor and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of Grantor; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

## **SECTION 15. SEVERABILITY**

If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

## **SECTION 16. MISCELLANEOUS PROVISIONS**

### **16.1 Preferential or Discriminatory Practices Prohibited**

In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

## **16.2 Notices**

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by Grantor or the Grantee by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

Comcast of Cable Communications Management, LLC  
Attention: Franchising  
900 132<sup>nd</sup> Street SW  
Everett WA 98204

With a copy To:

Comcast Cable  
Attention: Franchising  
410 Valley Ave. NW, Suite 9  
Puyallup WA 98371

Grantor's address shall be:

City Clerk  
City of Olympia  
601 4<sup>th</sup> Ave. E.  
Olympia WA 98501

With a copy to:

City Attorney  
City of Olympia  
601 4<sup>th</sup> Ave. E.  
Olympia WA 98501

## **16.3 Descriptive Headings**

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.



#### **16.4 Publication Costs to be Borne by Grantee**

Grantee shall reimburse Grantor for all costs incurred in publishing this Franchise, if such publication is required.

#### **16.5 Binding Effect**

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

#### **16.6 No Joint Venture**

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

#### **16.7 Waiver**

The failure of Grantor at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of Grantor hereafter to enforce the same. Nor shall the waiver by Grantor of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

#### **16.8 Reasonableness of Consent or Approval**

Whenever under this Franchise “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

#### **16.9 Entire Agreement**

This Franchise represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

#### 16.10 Jurisdiction

Venue for any dispute related to enforcement or interpretation of this Franchise shall be in an appropriate state court of competent jurisdiction in Thurston County, Washington, or in the United States District Court for the Western District of Washington at Tacoma.

IN WITNESS WHEREOF, this Franchise is signed in the name of City of Olympia, Washington this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

CITY OF OLYMPIA, WASHINGTON:

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sean Krier, City Clerk

\_\_\_\_\_  
Mark Barber, City Attorney

ACCEPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

COMCAST CABLE COMMUNICATIONS  
MANAGEMENT, LLC

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

On the \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, a \_\_\_\_\_ limited liability company, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned and on oath states that \_\_\_\_\_ is authorized to execute the said instrument.

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

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_

\_\_\_\_\_  
residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_



## City Council

### Approval of an Ordinance Amending Olympia Municipal Code, Chapter 4.24.010, Section D, Storm and Surface Water Fees

**Agenda Date:** 2/2/2021  
**Agenda Item Number:** 4.L  
**File Number:** 21-0059

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

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#### **Title**

Approval of an Ordinance Amending Olympia Municipal Code, Chapter 4.24.010, Section D, Storm and Surface Water Fees

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve the ordinance amending Olympia Municipal Code, Chapter 4.24.010(D)(1)(a), Storm and Surface Water fee for "plats approved after 1990 with signed maintenance agreement" on first reading.

#### **Report**

##### **Issue:**

Whether to approve the ordinance amending Olympia Municipal Code, Chapter 4.24.010(D)(1)(a), Storm and Surface Water fee for "plats approved after 1990 with signed maintenance agreement" on first reading.

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

Eric Christensen, Water Resources Director, Public Works Department, 360.570.3741

##### **Presenter:**

None - Consent Calendar Item

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

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

On December 15, 2020, Council passed Ordinance No. 7261 setting the 2021 utility fees and charges. Section D, 1.a. of Chapter 4.24.010 inadvertently set the storm and surface water fee for "Plats approved after 1990 with signed maintenance agreement" at \$13.00, when it should be \$13.99. The change will accurately reflect the 7.5 percent increase to the Storm and Surface Water

utility rate for 2021.

The attached ordinance amends this amount within OMC subsection 4.24.010(D)(1)(a).

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

N/A

**Options:**

1. Approve the ordinance amending the storm and surface water fee for “Plats approved after 1990 with signed maintenance agreement.”
2. Do not approve the ordinance as written and direct staff to modify the ordinance.

**Financial Impact:**

The implication of this error is an estimated loss of approximately \$100 to \$120 to date in Storm and Surface Water revenues. The change will accurately reflect the Storm and Surface Water utility rate increase for 2021.

**Attachment:**

Ordinance

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

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO  
UTILITY FEES AND CHARGES AND AMENDING SUBSECTION 4.24.010.D OF  
THE OLYMPIA MUNICIPAL CODE**

**WHEREAS**, the City's Storm and Surface Water Utility and the Wastewater Utility are managed to maintain minimum operating expense reserves of ten (10) percent, and the Drinking Water Utility is managed to maintain minimum operating expense reserves of twenty five (25) percent; and

**WHEREAS**, in order to incorporate the foregoing principles into City Drinking Water Utility, City Storm and Surface Water Utility, City Wastewater Utility and LOTT Clean Water Alliance (LOTT) wastewater treatment rates, the City Council received recommendations from the Utility Advisory Committee, held hearings, and reviewed the utility rates set forth in this Ordinance; and

**WHEREAS**, the City Council passed Ordinance No. 7261 on December 15, 2020, which erroneously set storm drainage service charge for plats approved after 1990 with signed maintenance agreement at \$13.00 per utility account; and

**WHEREAS**, the City Council determines it is necessary to amend that rate as set forth in the OMC so the correct amount is charged;

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

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

**D. STORM AND SURFACE WATER**

At the time of issuance of a building/engineering permit, per OMC 13.16.080, a stormwater GFC is assessed at the rate of: \$1,439.90/Impervious Unit (2,528 sq. ft.) and a water quality GFC is assessed at a rate of \$6.60 per average daily vehicle trip based on the Institute of Traffic Engineers' Trip Generation Manual.

**1. Storm drainage service charges:**

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

Single-family parcels with or without accessory dwelling units (Regardless of date approved)	\$15.64/utility account
Plats approved after 1990 with signed maintenance agreement	<del>\$13.00</del> 13.99/utility account
Duplex parcels (Regardless of date approved)	\$15.64/unit (\$31.28 when billed as a single account)

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

Administrative fee	\$15.31 plus:
--------------------	---------------

For parcels developed after January 1990 (Category I)	\$5.75 per billing unit or
For parcels developed between January 1980 and January 1990 (Category II)	\$12.02 per billing unit or
For parcels developed before January 1980 (Category III)	\$15.17 per billing unit

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

Single-family and duplex zoned	\$6.57 per parcel x total number of parcels identified in preliminary plat x 24 months
--------------------------------	--

d. Undeveloped parcels. No charge.

**Section 2. Ordinance No.** In all other respects, Ordinance No. 7261 and the rates set out therein remain the same.

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

**Section 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 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 Adopting International Building Codes - First and Final Reading

**Agenda Date:** 2/2/2021  
**Agenda Item Number:** 4.M  
**File Number:** 21-0117

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

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#### **Title**

Approval of an Ordinance Adopting International Building Codes - First and Final Reading

#### **Recommended Action**

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

The Land Use and Environment Committee recommends approval of the ordinance to align with the State's adoption of the 2018 international building and property maintenance codes.

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

Move to approve the Ordinance Adopting International Building Codes as recommended by the Land Use and Environment Committee on first and final reading.

#### **Report**

##### **Issue:**

Whether to adopt the 2018 Washington State Building Codes and local amendments to the Building Code as contained in the proposed changes to Olympia Municipal Code Chapters 16.04, 16.05, 16.06, 16.24, 16.32, 16.36, 16.44 and 16.70.

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

Larry Merrell, Building Official, Community Planning and Development, 360.753.8486  
Kevin Bossard, Assistant Chief/Fire Marshal, 360.709.2719

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

None. Consent agenda item.

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

On November 19, 2020, the Land Use and Environment Committee received a briefing on several proposed amendments to building codes. The Committee voted to recommend approval of the building codes as adopted by the State.

Every three years, the construction code writing organizations update their respective technical and administrative codes. Revised Code of Washington (RCW) Section 19.27 requires that cities within the State of Washington adopt certain Building, Plumbing, Mechanical, Fire, Energy and Electrical



Codes as required by the Washington State Building Codes Council (SBCC). The 2018 State Referenced Codes have been adopted and published by the SBCC to take effect at 12:01 a.m. on February 1, 2021. City staff recommends adoption of these codes by the attached ordinance, which would amend Olympia Municipal Code Chapters 16.04, 16.05, 16.06, 16.24, 16.32, 16.36, 16.44 and 16.70. Provisions within the ordinance that are local amendments, as described below, would take effect upon adoption of the ordinance.

The building codes are for the purpose of establishing rules and regulations for the protection of life, environment and property through the construction, alteration, removal, demolition, use and occupancy, location and maintenance of buildings and structures.

These codes also cover the installation, repair, replacement or alteration of electrical, mechanical, and plumbing systems along with their associated equipment, appliances, fixtures, fittings and appurtenances.

Within the codes are the process and authority for issuance of permits, collection of fees and inspection of site to ascertain compliance.

On January 8, 2021, the SBCC voted to extend the 2018 Code Effective Date from February 1, 2021 to July 1, 2021. However, on January 19, 2021, Governor Inslee repealed the SBCC vote; therefore, the effective date remains February 1, 2021. Because implementation of the codes is necessary for the the immediate protection and preservation of public health, public safety, public property or public peace, it should be made effective upon adoption. RCW 35A.13.190 provides that no ordinance shall take effect until five days after the date of publication unless otherwise provided by statute or charter, except that an ordinance designated as a public emergency ordinance for the protection of public health, public safety, public property or the public peace, may be made effective upon adoption. Such an ordinance requires the vote of one more than the majority of the whole membership of the Council. (A majority plus one.)

### ***Proposed Local Amendments for Consideration***

In addition to adoption of the 2018 State Referenced Codes that have been adopted by the SBCC, the City of Olympia may also consider proposing local amendments to the International Codes. However, proposed local amendments do not immediately amend the International Residential Code (IRC). The City is required to submit any proposed IRC amendments in writing to the SBCC after the amendment has been adopted by ordinance of the city council. Per RCW 19.27.074, the SBCC must approve all county or city local amendments that impact single family or multifamily residential buildings before they can be enforced by the City.

The Land Use and Environment Committee recommends several local amendments, which are included in the attached ordinance:

- 1) Adoption of optional IRC Appendix Q, "Tiny Homes". Appendix Q allows jurisdictions to allow for modified construction practices related to small tiny homes not greater than 400 sq ft.
  - This would assist in proposals made to the City for development of smaller dwelling units. Appendix Q relaxes various requirements in the body of codes as they apply to houses that are 400 sq ft or less. Attention is specifically paid to features such as compact stairs, including

stair handrails and headroom, ladders, reduced ceiling heights in lofts and guard and emergency escape and rescue opening requirements at lofts.

- 2) Maintain residential fire sprinkler requirements by adopting optional IRC Appendix U, with some modifications creating the following exceptions from this requirement for some accessory dwelling units (ADUs) and temporary or uninhabitable structures:

**EXCEPTIONS:**

- (a) Detached carports and greenhouses
  - (b) Sheds and auxiliary structures under 200 square feet and not used for human habitation.
  - (c) Garage conversions to ADUs and ADUs with utilities served by an existing single-family residence that does not have an existing sprinkler system.
  - (d) Temporary structures specifically designed as part of an emergency housing facility permitted under Chapter 18.50 OMC, or as otherwise permitted by this Code, that serve as a temporary shelter to be removed at a future date as determined by the City of Olympia.
  - (e) The removal and replacement of a modular, factory built, or mobile home in similar kind based on square footage to be placed on an established mobile home or recreational vehicle park prior to January 1 of 2021.
- 3) Adoption of several optional appendices to the International Energy Conservation Code/Washington Residential and Commercial Energy Codes, including additional energy efficiency and renewable energy measures.  
Appendix RC: Outdoor design temperatures for Washington
- 4) Revisions to the International Property Maintenance Code. This updates from the 2015 to the 2018 IPMC, and adds clarifications to several sections including:
- a) Section 104.3 Right of entry.
  - b) Section 302.4. Weeds.

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

As part of the code adoption process, various construction groups such as the Olympia Master Builders and the Building Industry Association Washington, which include a number of local contracting members, have expressed interest in the upcoming codes. Staff is working with these organizations and design professionals to ensure there is an understanding of the upcoming revisions to the codes as they are adopted. Staff has addressed these interests by ensuring the City of Olympia engages in outreach and invitation to these groups to attend the same training our staff attends; we have in turn been invited to their training. Additionally, the City's website will be updated to ensure there is information available pertaining to these newly adopted codes.

**Options:**

- 1) Approve the Ordinance Adopting International Building Codes on first and final reading. The

local amendments within the ordinance would take effect immediately.

- 2) Direct staff to modify the ordinance with specified revisions to the proposed local amendments and adopt the revised ordinance on first and final reading. The local amendments within the revised ordinance would take effect immediately.
- 3) Do not adopt the ordinance on first reading and forward for second reading. The local amendments within the ordinance would take effect after final adoption on second reading.
- 4) Do not approve the ordinance. The local amendment within the ordinance would not take effect.

**Financial Impact:**

The associated fiscal impact is included in department budget for 2021.

**Attachments:**

Ordinance

Summary of Significant 2018 I-Code Changes

Washington State Energy Code Summary

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING CERTAIN SECTIONS OF OLYMPIA MUNICIPAL CODE TITLE 16, BUILDING CODE REGULATIONS, BY REPEALING EXISTING INTERNATIONAL CODES AND ADOPTING NEW INTERNATIONAL CODES AS ADOPTED AND AMENDED BY THE STATE OF WASHINGTON AND THE CITY OF OLYMPIA, AND MAKING OTHER TECHNICAL AMENDMENTS, AND DECLARING AN EMERGENCY BASED UPON PUBLIC HEALTH, SAFETY AND WELFARE SO THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT**

**WHEREAS**, the State of Washington requires cities to enact building codes and regulations and to provide for their administration, enforcement, and amendment; and

**WHEREAS**, the regulation of building and building construction by the City of Olympia (the "City") is necessary to protect the public health, safety, and welfare; and

**WHEREAS**, the Olympia City Council desires to protect the safety and welfare of the citizens of the City through regulation of construction activities and maintenance of buildings in the City; and

**WHEREAS**, the City has previously adopted multiple international codes; and

**WHEREAS**, more recent international codes have been adopted by the State of Washington; and

**WHEREAS**, the City is required by the Revised Code of Washington (RCW) Section 19.27 to adopt the State of Washington Building Codes; and

**WHEREAS**, City staff has reviewed the newly adopted international codes as compared to the City's existing codes; and

**WHEREAS**, City staff recommends adopting the international codes provided for herein along with certain State and local amendments; and

**WHEREAS**, City staff presented the international codes provided for herein along with their amendments to the City of Olympia Land Use and Environment Committee; and

**WHEREAS**, on November 19, 2020 the Land Use and Environment Committee voted to recommend approval of the provisions regulating construction through use of the State-adopted codes set forth herein; and

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

**WHEREAS**, this Ordinance is also supported by the professional judgment and experience of the City staff who have worked on this proposal;

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

**Section 1. Amendment of OMC 16.04.020. Olympia Municipal Code Section 16.04.020 is hereby amended to read as follows:**

#### **16.04.020 Adoption of Referenced Codes – Purpose**

A. Pursuant to RCW 19.27.031, the City of Olympia hereby adopts the following codes, as amended by the Washington State Building Code Council, and as thereafter amended by the City of Olympia, for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, use and occupancy, location and maintenance of buildings and structures, as well as the installation, repair, replacement or alteration of electrical, mechanical, and plumbing systems along with their associated equipment, appliances, fixtures, fittings and appurtenances thereto, and providing for the issuance of permits and collection of fees, providing penalties for the violation of such codes and each and all of the regulations, provisions, conditions and terms of these code standards, rules and regulations and appendices as noted. One copy of each code shall be on file with the City Clerk and can also be accessed electronically by the following hyperlinks provided within this section.

##### **1. International Building Code Adopted.**

The ~~2015~~ 2018 Edition of the International Building Code, hereafter IBC, as adopted by the State Building Code Council in Chapter 51-50 WAC (excluding Chapter 1, Section 101.4.3 "Plumbing"; excluding Chapter 1, Section 105.2 "work exempt from permit", item 3, "Oil Derricks"; excluding Chapter 1, Section 110.3.5 "Exception"; excluding Chapter 1, Section 113, Board of Appeals), as published by the International Code Council, Inc. (ICC), including ICC A117.1-2009 "Accessible and usable buildings and facilities", and the following Appendices are hereby adopted:

~~Appendix D, Fire Districts~~

Appendix E, Supplementary Accessibility Requirements ICC A117.2009

Appendix G, Flood resistant construction-

Appendix J, Grading-

##### **2. International Residential Code Adopted.**

The ~~2015~~ 2018 Edition of the International Residential Code, hereafter IRC, as published by the International Code Council, Inc. (ICC), as adopted by the State Building Code Council in Chapter 51-51 WAC (excluding Chapter 1, Section R112, Board of Appeals, Chapter 11, and Chapters 25 through 43), except that Chapter 25, Section P2904 is adopted and the following Appendices are hereby adopted:

Appendix F Passive Radon Gas Controls

~~Appendix K, Sound transmission~~

Appendix Q, ~~Dwelling Unit Fire Sprinkler Systems~~ Tiny Houses

Appendix U, Dwelling Unit Fire Sprinkler Systems

##### **3. International Mechanical Code Adopted.**

The ~~2015~~ 2018 Edition of the International Mechanical Code, hereafter IMC, as published by the International Code Council, Inc. (ICC), as adopted by the State Building Code Council in Chapter 51-52 WAC (excluding Chapter 1, Section 109, Means of Appeals), is hereby adopted, and includes adoption of the ~~2015~~ 2018 Edition of the ANSI Z223.1/NFPA 54 National Fuel Gas Code and the ~~2014~~ 2017 Liquefied Gas Code (NFPA 58) except as otherwise specified by the adoption of referenced Codes.

#### **4. Uniform Plumbing Code Adopted.**

The ~~2015~~ 2018 Edition of the Uniform Plumbing Code, hereafter UPC, as published by the International Association of Plumbing and Mechanical Officials (IAPMO), as adopted by the State Building Code Council in Chapters 51-56 WAC, and ~~51-57 WAC (excluding Chapter 1, Section 1.2.4, Appeals, Chapter 12 and Chapter 14)~~, and the following Appendices are hereby adopted:

Appendix A, Pipe sizing

~~Appendix B, Notes on combination waste/venting~~

Appendix I, Installation Standards

#### **5. International Energy Conservation Code/Washington Residential and Commercial Energy Codes Adopted.**

Washington State Residential Energy Code, Chapter 51-11R WAC, excluding SECTION R109 BOARD OF APPEALS

The ~~2015~~ 2018 Edition of the Washington State Residential Energy Code ~~including referenced appendix chapters~~, and the following Appendices are hereby adopted:

~~Washington State Commercial Energy Code, Chapter 51-11C WAC~~

The ~~2015~~ Edition of the Washington State Commercial Energy Code ~~including referenced appendix chapters~~.

Appendix RA, Optional Energy Efficiency Measures – One Step

Appendix RB, Optional Energy Efficiency Measures – Two Step

Appendix RC, Outdoor Design Temperatures for Washington Proponent Options

#### **6. International Energy Conservation Code/Washington Commercial Energy Codes Adopted.**

Washington State Commercial Energy Code, Chapter 51-11C WAC, excluding SECTION R109 BOARD OF APPEALS

The 2018 Edition of the Washington State Commercial Energy Code and the following Appendices are hereby adopted:

Appendix A, Default Heat Loss Coefficients

Appendix B, Default Internal Load Values and Schedules

Appendix C, Exterior Design Conditions

Appendix, D, Calculation of HVAC Total System Performance Ratio

Appendix E, Renewable Energy

Appendix F, Outcome-Based Energy Budget

## **67. Manufactured Home Standards adopted.**

The Manufactured Home Standards established by the State of Washington governing the installation of manufactured homes (as set forth in WAC Chapter 296-150M), are hereby adopted.

## **78. International Fire Code Adopted.**

The ~~2015~~ 2018 Edition of the International Fire Code, herein IFC, as published by the International Code Council (ICC), as adopted by the State Building Code Council in Chapter 51-54 WAC (excluding Chapter 1, Section 108, Board of Appeals), and the following Appendices are hereby adopted:

Appendix B, Fire-Flow requirements for Buildings

Appendix E, Hazard Categories

Appendix F, Hazard Rankings

Appendix G, Cryogenic Fluids-Weight and Volume Equivalents

Appendix H, Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions

Appendix I, Fire Protection Systems-Noncompliant Conditions

## **89. International Existing Building Code Adopted.**

The ~~2015~~ 2018 Edition of the International Existing Building Code, as published by the International Code Council (excluding Chapter 1, Section 112, Board of Appeals), is hereby adopted as the Existing Building Code of the City of Olympia for regulating and governing the repair, alteration, change of occupancy, addition and relocation of existing buildings, including historic buildings, as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, conditions and term of said Existing Building Code, and the following Appendix is hereby adopted:

Appendix A, Guidelines for the Seismic Retrofit of Existing Buildings

## **910. ~~The~~International Swimming Pool and Spa Code Adopted.**

The ~~2015~~ 2018 International Swimming Pool and Spa Code, as published by the International Code Council (by reference in the 2018 International Building Code WAC 51.50, Section 3109 and the 2018 International Residential Code WAC 51-51, Section 38), is hereby adopted regulating the installation of pools and spas, including ANSI/APSP/ICC-7 Standards for Suction Entrapment Avoidance.

## **11. International Fuel Gas Code Adopted.**

The 2018 International Fuel Gas Code, as published by the International Code Council, is hereby adopted as the Fuel Gas Code for the City of Olympia.

**Section 2. Amendment of OMC 16.04.040. Olympia Municipal Code Section 16.04.040 is hereby amended to read as follows:**

### **16.04.040 Amendments to the Referenced Codes**

A. International Building Code Amendments. The following sections of the International Building Code (IBC), as adopted by this Ordinance, are amended to read as follows:

1. Amend Section 105.2 Work Exempt from Permit, item 1 to read: One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area is not greater than 200 square feet (18.58 m<sup>2</sup>).
2. Amend Section 105.2 Work Exempt from Permit, item 2 to read: Fences not over 6 feet (1828.8mm) high.
3. Amend Section 110.3.10 Final inspection. The final inspection is to be made after all conditions of SEPA, Hearings Examiner, Design Review, Development Engineering, Stormwater Ordinance, and the Tree, Soil and Native Vegetation Ordinance are either complied with or bonded for at a rate of 125% in addition to finish grading; and the building is completed and ready for occupancy.
4. Amend Section 111.2 Certificate issued. After the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws and regulations, which are enforced, by the Community Planning and Development Department, the Building Official shall issue a Certificate of Occupancy, which shall contain the following:
  - a. The building permit number.
  - b. The address of the structure.
  - c. The name and address of the owner or the owner's authorized agent.
  - d. A description of that portion of the structure for which the certificate is issued.
  - e. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
  - f. The name of the Building Official.
  - g. The edition of the code under which the permit was issued.
  - h. The name of the tenant, use and occupancy, in accordance with the provisions of Chapter 3.
  - i. The type of construction as defined in Chapter 6.
  - j. The design occupant load.
  - k. If an automatic sprinkler system is provided, whether the sprinkler system is required.
  - l. Any special stipulations or conditions of the building permit.
5. Add Subsection 903.2 Additional Sprinkler Requirements. There are additional sprinkler requirements in all structures or buildings where the gross square footage, basements included, exceeds 5,000 square feet, or in all structures or buildings more than three stories in height (unless other sections are more restrictive). The area and height increases specified in IBC Sections 504, 506, and 507 shall be permitted. For the purposes of this section, portions of buildings separated by a fire wall may be considered as separate buildings, except that the entire gross floor area of all floors will be used to determine fire sprinkler requirements.

In addition, in all buildings, including single family residences, where the fire perimeter access (as required under OMC 16.32.050) or access roadways for fire apparatus cannot be provided due to design and/or location, fire sprinkler systems may be required.



~~6.— Amend Section 111.2 Certificate issued. Once the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws and regulations that are enforced by the Community Planning and Development Department the Building Official shall issue a Certificate of Occupancy, that contains the following:~~

- ~~a.—The building permit number.~~
- ~~b.—The address of the structure.~~
- ~~c.—The name and address of the owner or the owner's agent.~~
- ~~d.—A description of that portion of the building for which the certificate is issued.~~
- ~~e.—A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.~~
- ~~f.—The name of the Building Official.~~
- ~~g.—The edition of the code under which the permit was issued.~~
- ~~h.—The use and occupancy, in accordance with the provisions of Chapter 3.~~
- ~~i.—The type of construction as defined in Chapter 6.~~
- ~~j.—The design occupant load.~~
- ~~k.—If an automatic sprinkler system is provided, whether the sprinkler system is required.~~
- ~~l.—Any special stipulations or conditions of the building permit.~~

B. International Residential Code Amendments. The following sections of the International Residential Code (IRC), as adopted by this Ordinance, are amended to read as follows:

1. Amend Section R105.2 Work Exempt from Permit, item 2 to read: Fences not over 6 feet (1828.8mm) high.
2. Amend Section R110.3 Certificate issued. After the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws and regulations, which are enforced, by the Community Planning and Development Department, the Building Official shall issue a Certificate of Occupancy, which shall contain the following:
  - a. The building permit number.
  - b. The address of the structure.
  - c. The name and address of the owner or the owners authorized agent.
  - d. A description of that portion of the structure for which the certificate is issued.
  - e. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
  - f. The name of the Building Official.
  - g. The edition of the code under which the permit was issued.

- h. The use and occupancy.
  - i. The type of construction as defined in Chapter 6 of the International Building Code.
  - j. The design occupant load.
  - k. If an automatic sprinkler system is provided, whether the sprinkler system is required.
  - l. Any special stipulations or conditions of the building permit.
3. Amend Table R301.2 (a), Climatic and Geographic Design Criteria, as follows:

**Climatic and Geographic Design Criteria**

**IRC Table R301.2(1)**

SUBJECT TO DAMAGE FROM										
ROOF SNOW LOAD	WIND SPEED (mph)	SEISMIC DESIGN CATEGORY	Weathering	Front Line Depth	Termite	WINTER DESIGN TEMP (Degrees)	ICE SHIELD UNDER-LAYMENT REQUIRED	FLOOD HAZARDS	AIR FREEZING INDEX (degrees)	MEAN ANNUAL TEMP (degrees)
25	110	D1	Moderate	12"	Slight to Moderate	17	No	Sept. 1, 2016	170	51

4. Add Section R313.2 Automatic Sprinkler System Requirements. A fully automatic residential fire sprinkler system shall be designed, installed, tested and maintained per N.F.P.A. (National Fire Protection Association) 13, current edition, RCW 18.160 and the approval of the Fire Chief, in all structures subject to this code pursuant to Section R101.2 (including additions and alterations to structures with existing sprinkler systems).

**Section 3. Amendment of OMC 16.04.000. Olympia Municipal Code Section 16.04.000 is hereby amended to read as follows:**

## Chapter 16.04 BUILDING CODES

16.04.000 Chapter Contents

Sections:

### Article I. BUILDING CODES

- 16.04.010 The "Building Code."
- 16.04.020 Adoption of Referenced Codes -- Purpose.
- 16.04.030 General Requirements for all Referenced Codes.
- 16.04.040 Amendments to the Referenced Codes.
- 16.04.050 Duties and Powers of Building Official -- General.
- 16.04.060 Building Codes, Appeals.
- 16.04.070 Violations, Penalties and Nuisance.

Article II. ~~FIRE DISTRICT~~ RESERVED

~~16.04.110 Ordinance Creating and Establishing a Fire District.~~

Article III. RESERVED

Article IV. FLOATING BOAT MOORAGE

- 16.04.160 Purpose of regulations.
- 16.04.170 Applicability.
- 16.04.180 Content generally.
- 16.04.190 Definitions.
- 16.04.200 Permit required for construction.
- 16.04.220 Construction materials.
- 16.04.230 Size, spacing and fire protection requirements.
- 16.04.240 Fueling facility requirements.

Article V. RESERVED

Article VI. MOBILE/MANUFACTURED HOUSING

- 16.04.390 Definitions.
- 16.04.400 Incorporation of certain WAC provisions -- Nonconforming housing.
- 16.04.410 Installation permit required -- Smoke detectors required when.
- 16.04.430 Electrical connection permit.
- 16.04.440 Plumbing permit.
- 16.04.450 Permit expiration -- Extension.
- 16.04.460 Use of mobile housing for nonresidential purposes.

Article VII. FLOODPLAIN DEVELOPMENT

- 16.04.500 Floodplain Development.

**Section 5. Amendment of OMC 16.05.040. Olympia Municipal Code Section 16.05.040 is hereby amended to read as follows:**

**16.05.040 Sprinkler Protection**

The building shall be protected throughout by an automatic sprinkler system complying with the International Building Code and Section 903.3.1.1 (NFPA 13) as contained in the ~~2009~~ 2018 International Building Code and as may be further modified by Chapter 16.40. The automatic sprinkler system shall not substitute for one-hour fire-resistive construction.

The sprinkler system shall be fitted with residential sprinkler heads in addition to providing areas of refuge (AOR) at required exits that are not grade accessible.

**Section 6. Amendment of OMC 16.06.010. Olympia Municipal Code Section 16.06.010 is hereby amended to read as follows:**

## **16.06.010 International Property Maintenance Code adopted –Purpose and Administration**

### **A. PURPOSE**

The International Property Maintenance Code, ~~2015~~ 2018 edition, as published by the International Code Council, and herein amended by the City of Olympia, is hereby adopted as the Property Maintenance Code of the City of Olympia for the following purposes: (1) regulating and governing the conditions and maintenance of all property, buildings, and structures; (2) providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; (3) authorizing the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; and (4) providing for the issuance of permits and collection of fees therefore, and each and all of the regulations, provisions, penalties, conditions and terms referred to, adopted, and made a part hereof, as fully set out in this Ordinance.

### **B. ADMINISTRATION - GENERAL**

101.1 Title. These regulations shall be known as the Property Maintenance Code of the City of Olympia, hereinafter referred to as "this code."

101.2 Scope. The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and shall constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of owners, an owner's authorized agent, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

101.3 Intent. This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

101.4 Severability. If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

### **C. APPLICABILITY**

102.1 General. The provisions of this code shall apply to all matters affecting or relating to structures and premises, as set forth in Section 101. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern. Where there is a conflict between general requirements and specific requirements, the specific requirements shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

102.2 Maintenance. Equipment, systems, devices and safeguards required by this code, or a previous regulation or code under which the structure or premises was constructed, altered or repaired, shall be maintained in good working order. No owner, owner's authorized agent, operator or occupant shall cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures.

Except as otherwise specified herein, the owner or the owner's authorized agent shall be responsible for the maintenance of buildings, structures and premises.

102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, Uniform Plumbing Code, and NFPA 70 (the currently adopted edition of the National Electrical Code). Nothing in this code shall be construed to cancel, modify or set aside any provision of the City of Olympia Municipal Code.

Except as otherwise specifically stated, where conflicts occur within this Property Maintenance Code, or between the provisions of this Property Maintenance Code and the Building Code, Fire Code, Existing Building Code, Energy Code, Residential Code, Electrical Code, Zoning Code, or other regulations of the City, the more restrictive shall apply.

102.4 Existing remedies. The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and unsanitary.

102.5 Artisanship. Repairs, maintenance work, alterations or installations that are caused directly or indirectly by the enforcement of this code shall be executed and installed in an artisan-like manner and installed in accordance with the manufacturer's installation instructions.

102.6 Historic buildings. The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the ~~code~~ official Code Official to be safe and in the public interest of health, safety and welfare.

102.7 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Section 16.06.080 and considered part of the requirements of this code to the prescribed extent of each such reference.

102.7.1 Conflicts. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

102.7.2 Provisions in referenced codes and standards. Where there is conflict among this code and a referenced code or standards, the provisions of this code govern.

102.8 Requirements not covered by code. Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health, and general welfare, not specifically covered by this code, shall be determined by the ~~code official~~ Code Official or the Code Official's duly authorized representative.

102.9 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.10 Other Laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

#### D. PROPERTY MAINTENANCE INSPECTION

103.1 General. The Community Planning and Development Department is responsible for property maintenance inspection.

103.2 Appointment. The Code Official shall be appointed by the appointing authority. The Director of the Community Planning and Development Department shall be the appointing authority for the Department.

103.3 Code Official. ~~In accordance with the prescribed procedures of this jurisdiction, the Code Official shall appoint other related technical officers, inspectors and other employees as delegated by the appointing authority the City, and with concurrence of the appointing authority, the Code Official may appoint one or more deputies, to be known as Code Enforcement Officers. Such Code Enforcement Officers have powers as delegated by the Code Official.~~

103.4 Liability. The Code Official, the Hearing Examiner, Code Enforcement Officers, and employees charged with the enforcement of this code, while acting for the City in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, may not be held civilly or criminally liable personally, and are hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as set forth in Olympia Municipal Code Section 4.36.010 (Building Code review and permit fees) as currently enacted or as amended.

#### E. DUTIES AND POWERS OF THE CODE OFFICIAL

104.1 General. ~~The code official~~ Code Official and Code Enforcement Officers shall enforce the provisions of this code. ~~The code official~~ Code Official shall have authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Inspections. ~~The code official~~ Code Official and Code Enforcement Officers shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. ~~The code official is~~ Code Official and Code Enforcement Officers are authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.2.1 Initial Inspection and Enforcement. An initial enforcement inspection shall be undertaken against buildings or properties whenever the ~~code official~~ Code Official or Code Enforcement Officer has reason to believe that a violation of this code exists; or a complaint is filed with the department by any person.

104.3 Right of entry. ~~The code official is~~ Code Official and Code Enforcement Officers are authorized to enter the structure or premises at reasonable times to inspect subject to constitutional restrictions on unreasonable searches and seizures. If entry is refused or not obtained, ~~the code official is~~ Code Official or Code Enforcement Officer is authorized to pursue recourse as provided by law. Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the Code Official or Code Enforcement Officer has reasonable cause to believe that there exists in a structure or upon a premises a condition in violation of this code, the Code Official or Code Enforcement Officer is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this code, provided that if such structure or premises is occupied, the Code Official or Code Enforcement Officer shall present credentials to the occupant and request entry. If such structure or premises is unoccupied, the Code Official or Code Enforcement Officer shall first make reasonable effort to locate the owner, owner's authorized agent, or other person having charge or control of the structure or premises and request entry. If entry is refused, the Code Official or Code Enforcement Officer may utilize the remedies provided by law to secure entry.

104.4 Identification. The ~~code official~~ Code Official and Code Enforcement Officers shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.5 Notices and orders. The ~~code official~~ Code Official and Code Enforcement Officers shall issue all necessary notices or orders to ensure compliance with this code.

104.6 Department records. The ~~code official~~ Code Official and Code Enforcement Officers shall keep official records of all business and activities of the department specified in the provisions of this code. Such records ~~shall~~ must be retained in the official records for the period required for retention of public records.

## F. APPROVAL

105.1 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this code, the ~~code official~~ shall have the authority to Code Official may grant modifications for individual cases upon application of the owner or owner's authorized agent, provided the ~~code official~~ Code Official shall first find that special individual reason makes the strict letter of this code impractical, the modification is in compliance with the intent and purpose of this code, and that such modification does not lesson health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

105.2 Alternative materials, methods and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative material or method of construction has been approved and complies with all other codes adopted by the City of Olympia. An alternative material or method of construction shall be approved where the ~~code official~~ Code Official finds that the proposed design is satisfactory and complies with all other codes adopted by the City of Olympia and the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not approved, the ~~code official~~ Code Official shall respond in writing, stating the reasons the alternate was not approved.

105.3 Required testing. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the ~~code official~~ Code Official shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

105.3.1 Test methods. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the ~~code official~~ Code Official shall be permitted to approve appropriate testing procedures performed by an approved agency.

105.3.2 Test reports. Reports of tests shall be retained by the ~~code official~~ Code Official for the period required for retention of public records.

105.4 Material and equipment reuse. The use of used materials that meet the requirements of this code for new materials is permitted. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and approved by the ~~code official~~ Code Official.

105.5 Approved materials and equipment. Materials, equipment and devices approved by the ~~code official~~ Code Official shall be constructed and installed in accordance with such approval.

105.6 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

## G. VIOLATIONS

106.1 Unlawful acts. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

106.2 Notice of violation. The ~~code official~~ Code Official shall serve a notice of violation or order in accordance with Section 107.

106.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be subject to the following:

- a. On first offense, the violation shall constitute a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000), and/or imprisonment not to exceed ninety (90) days or to both such fine and imprisonment. In the event of a continuing violation or failure to comply, the second and subsequent days shall constitute a gross misdemeanor punishable by a fine not to exceed Five Thousand Dollars (\$5,000) and/or imprisonment not to exceed three hundred and sixty-five (365) days or both such time and imprisonment.
- b. As an additional concurrent penalty, it shall be a civil infraction for a person, firm, or corporation to violate or fail to comply with any term or provision of this title or the terms or provisions of a Notice of Violation issued under OMC Chapter 16.06. A person, firm, or corporation found to have committed a civil infraction shall be assessed a monetary penalty as follows:
  - i. First offense: Class 3 (\$50), not including statutory assessments.
  - ii. Second offense arising out of the same facts as the first offense: Class 2 (\$125), not including statutory assessments.
  - iii. Third offense arising out of the same facts as the first offense: Class 1 (\$250), not including statutory assessments.

See also OMC Chapter 4.44, Uniform Civil Enforcement.

- c. If the notice of violation is not complied with, the ~~code official~~ Code Official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. The costs of any action taken by the City of Olympia on such premises, including but not limited to attorney's fees, contractors, engineers and all other costs of any kind, shall be charged against the real property upon which the structure is located and shall be a lien on such real property in accordance with the procedures set forth in Section 110.3 of this code.

106.4 Violation penalties. Any person, who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Continuing violation shall mean the same type of violation which is committed within a year of the initial violation.

106.5 Abatement of violation. The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation



or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

#### H. NOTICES AND ORDERS

107.1 Notice to person responsible. Whenever the ~~code official~~ Code Official or Code Enforcement Officer determines that there has been a violation of this code or has grounds to believe that a violation has occurred, ~~notice shall be given the Code Official or Code Enforcement Officer~~ shall give notice in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.

107.2 Form. Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
5. Inform the property owner or owner's authorized agent of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 106.3.

107.3 Method of service. Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

If the whereabouts of any of such person is unknown and the same cannot be ascertained by the ~~code official~~ Code Official or Code Enforcement Officer in the exercise of reasonable diligence, and the ~~code official~~ Code Official or Code Enforcement Officer makes an affidavit to that effect, then the serving of such complaint or order upon such persons may be made either by personal service or by mailing a copy of the complaint and order by certified mail, postage prepaid, return receipt requested, to each such person at the address of the building involved in the proceedings, and mailing a copy of the complaint and order by first class mail to any address of each such person in the records of the county assessor or the county auditor for the county where the property is located.

107.4 Penalties. Penalties for noncompliance with orders and notices shall be as set forth in Section 106.

107.5 Unauthorized tampering. Signs, tags, or seals posted or affixed by the ~~code official~~ Code Official or Code Enforcement Officer shall not be mutilated, destroyed or tampered with, or removed without authorization from the ~~code official~~ Code Official or Code Enforcement Officer.

~~107.6 Penalties. Penalties for noncompliance with orders and notices shall be as set forth in Section 106.~~

107.7~~6~~ Transfer of ownership. It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of

the compliance order or notice of violation have been complied with, or until such owner or the owner's authorized agent ~~shall first~~ furnishes the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the ~~code official~~ Code Official and shall furnish to the ~~code official~~ Code Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

## I. UNSAFE STRUCTURES AND EQUIPMENT

108.1 General. When a structure or equipment is found by the ~~code official~~ Code Official or their designee to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, healthy, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

108.1.2 Unsafe equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

108.1.3 Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the ~~code official~~ Code Official or their designee finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

108.1.4 Unlawful structure. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

108.1.5 Dangerous structure or premises. For the purpose of this code, any structure or premises that have any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one-half the original design value.

5. The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal of movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
6. The building or structure, or any portion thereof, is clearly unsafe for its intended use and occupancy.
7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to enter the building or structure for committing a nuisance or an unlawful act.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing systems, or otherwise is determined by the ~~code official~~ Code Official or their designee to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical systems, plumbing system or other cause, is determined by the ~~code official~~ Code Official or their designee to be a threat to life or health.
11. Any portion of a building remains on site after the demolition or destruction of the building or structure or whenever the building of any structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

108.2 Closing of vacant structures. If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the ~~code official~~ Code Official or their designee is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner or owner's authorized agent to close up the premises within the time specified in the order, the ~~code official~~ Code Official or their designee shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and such costs will be recoverable pursuant to the provisions of this code.

108.2.1 Authority to disconnect service utilities. The ~~code official~~ Code Official or their designee shall have the authority to authorize disconnections of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in section 102.3 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without approval. The ~~code official~~ Code Official or their designee shall notify the serving utility and, whenever possible, the owner or owner's authorized agent and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection, the owner, owner's authorized agent or occupant of the building or structure or service system shall be notified in writing as soon as practical thereafter.

108.3 Notice. Whenever the ~~code official~~ Code Official or their designee has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner, owner's authorized agent or the person or persons responsible for the structure or equipment in accordance with Sections 107.1, 107.2 and 107.3. If the notice pertains to equipment, it shall also be placed on the condemned equipment. The notice shall be in the form prescribed in Section 107.2.

108.4 Placarding. Upon failure of the owner, owner's authorized agent or person responsible to comply with the notice provisions within the time given, the ~~code official~~ Code Official or their designee shall post on the premises or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

108.4.1 Placard removal. The ~~code official~~ Code Official or their designee shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the ~~code official~~ Code Official shall be subject to the penalties provided by this code.

108.5 Prohibited occupancy. Any occupied structure condemned and placarded by the ~~code official~~ Code Official or their designee shall be vacated as ordered by the ~~code official~~ Code Official or their designee. Any person who shall occupy placarded premises or shall operate placarded equipment, and any owner, owner's authorized agent or person responsible for the premises who shall let anyone occupy placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.

108.6 Abatement methods. The owner, owner's authorized agent, operator or occupant of a building, premises or equipment deemed unsafe by the ~~code official~~ Code Official or their designee shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

108.7 Record. The ~~code official~~ Code Official or their designee shall file a report of investigation of unsafe conditions stating the occupancy of the structure and the unsafe condition.

## J. EMERGENCY MEASURES

109.1 Imminent danger. When, in the opinion of the ~~code official~~ Code Official or their designee, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the ~~code official~~ Code Official or their designee is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The ~~code official~~ Code Official or their designee shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

109.2 Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the ~~code official~~ Code Official or their designee, there is imminent danger due to an unsafe condition, the ~~code official~~ Code Official or their designee shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the ~~code official~~ Code Official or their designee deems necessary to meet such emergency.

109.3 Closing streets. When necessary for public safety, the ~~code official~~ Code Official or their designee shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized.

109.4 Emergency repairs. For the purposes of this section, the ~~code official~~ Code Official or their designee shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

109.5 Costs of emergency repairs. Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises where the unsafe structure is or was located for the recovery of such costs.

109.6 Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

#### K. DEMOLITION

110.1 General. The ~~code official~~ Code Official or their designee shall order the owner or the owner's authorized agent of any premises upon which is located any structure, which in the ~~code official's~~ Code Official's or their designee's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years that the building or structure has become dangerous as defined in this code, the ~~code official~~ Code Official or their designee shall order the owner or owner's authorized agent to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless approved by the ~~code official~~ Code Official or their designee.

110.2 Notices and orders. All notices and orders shall comply with Section 107.

110.3 Failure to comply. If the owner of a premises or owner's authorized agent fails to comply with a demolition order within the time prescribed, the ~~code official~~ Code Official or their designee shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

If the party responsible under Section 102.2, or other sections of this Code, fails to comply with the final order to repair, alter, improve, vacate, close, remove, or demolish the dwelling, building structure or premises, the ~~code official~~ Code Official or their designee may direct or cause such dwelling, building, structure, or premises to be repaired, altered, improved, vacated, and closed, removed, or demolished.

The amount of the cost of such repairs, alterations or improvements; or vacating and closing; or removal or demolition by the ~~code official~~ Code Official or their designee, shall be assessed against the real property upon which such cost was incurred unless such amount is previously paid. Upon certification by the Clerk of the City of the assessment amount being due and owing, the county treasurer shall enter the amount of such assessment upon the tax rolls against the property for the current year and the same shall become a part of the general taxes for that year to be collected at the same time and with interest at such rates and in such manner as provided for in Revised Code of Washington 84.56.020, as now or hereafter amended, for delinquent taxes, and when collected to be deposited to the credit of the Building Demolition and Nuisance Abatement revolving fund of the City.

The assessment shall constitute a lien against the property which shall be of equal rank with state, county and municipal taxes.

110.4 Salvage materials. When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

#### L. MEANS OF APPEAL

111. Means of Appeal. Any person adversely affected or aggrieved by a decision of the ~~code official~~ Code Official or their designee or a notice or order issued under this code may appeal to the hearings examiner pursuant to the Olympia Municipal Code Chapter 18.75, provided that a written application for appeal is filed within fourteen (14) days after the day the decision, notice or order was served. An appeal shall be based on a claim that the true intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

### **Section 7. Amendment of OMC 16.06.020.B. Olympia Municipal Code Subsection 16.06.020.B is hereby amended to read as follows:**

#### **16.06.020 Definitions**

##### B. GENERAL DEFINITIONS

1. Anchored. Secured in a manner that provides positive connection.
2. Approved. Approved by the ~~code official~~ Code Official.
3. Basement. That portion of a building which is partly or completely below grade.
4. Bathroom. A room containing plumbing fixtures, including a bathtub or shower.
5. Bedroom. Any room or space used or intended to be used for sleeping purposes, in either a dwelling or sleeping unit.
6. Code Official. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.
7. Condemn. To adjudge unfit for occupancy.
8. Cost of such demolition or emergency repairs. The cost of shall include the actual costs of the demolition or repair of the structure less revenues obtained if salvage was conducted prior to the demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to the demolition or emergency repairs, such as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a ~~code official~~ Code Official, the governing body or board of appeals.
9. Department. The City of Olympia Community Planning and Development Department.

10. Detached. When a structure element is physically disconnected from another and that connection is necessary to provide a positive connection.
11. Deterioration. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.
12. Director. The Director of the City of Olympia Community Planning and Development Department.
13. Dwelling Unit. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.
14. Easement. That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above a said lot or lots.
15. Equipment Support. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.
16. Exterior Property. The open space on the premises and on adjoining property under the control of owners or operators of such premises.
17. Garbage. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.
18. Guard. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.
19. Habitable Space. Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.
20. Historic Building. Any building or structure that is one or more of the following:
  1. Listed or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in National Register of Historic Places.
  2. Designated as historic under an applicable state or local law.
  3. Certified as a contributing resource within National Register or state or locally designated historic structure.
21. Housekeeping Unit. A room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.
22. Imminent Danger. A condition which could cause serious or life-threatening injury or death at any time.
23. Infestation. The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests.
24. Inoperable Motor Vehicle. A vehicle which cannot be driven upon the public streets for reason including, but not limited to, being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

25. Labeled. Equipment, materials or products to which has been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and whose labeling either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.
26. Let For Occupancy or Let. To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.
27. Neglect. The lack of proper maintenance for a building or structure.
28. Occupancy. The purpose for which a building or portion thereof is utilized or occupied.
29. Occupant. Any individual living or sleeping in a building, or having possession of a space within in a building.
30. Openable Area. That part of window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.
31. Operator. Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.
32. Owner. Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.
33. Person. An individual, corporation, partnership or any other group acting as a unit.
34. Pest Elimination. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other approved pest elimination methods.
35. Premises. A lot, plot or parcel of land, easement or public way, including any structures thereon.
36. Public Way. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.
37. Rooming House. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.
38. Rooming Unit. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.
39. Rubbish. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.



40. Sleeping Unit. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.
41. Strict Liability Offense. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.
42. Structure. That which is built or constructed or a portion thereof.
43. Tenant. A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.
44. Toilet room. A room containing a water closet or urinal, but not a bathtub or shower.
45. Ultimate deformation. The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.
46. Ventilation. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.
47. Artisanlike. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.
48. Yard. An open space on the same lot with a structure.
49. Weeds. Weeds means all grasses, annual plants, and vegetation, other than trees or shrubs; provided, however, this term does not include cultivated flowers and gardens.

**Section 8. Amendment of OMC 16.06.030.B. Olympia Municipal Code Subsection 16.06.030.B is hereby amended to read as follows:**

**16.06.030 General Requirements**

**B. EXTERIOR PROPERTY AREAS**

302.1 Sanitation. Exterior property and premises shall be maintained in a clean, safe, and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

302.2 Grading and Drainage. Premises shall be graded and maintained to prevent erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

EXCEPTION: Approved retention areas and reservoirs.

302.3 Sidewalks and driveway. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.4 Weeds, brush, bushes or shrubs, and other vegetation. All property owners, and all persons in control of property, shall keep all exterior property areas, including the planting strip, free from blight and from overgrowth in excess of 12 inches in height, including but not limited to lawn grass, plants, nuisance weeds, blackberries, and other vegetation. All noxious weeds identified on the Thurston County Noxious Weed Control list are prohibited. After service of a notice of violation, a person violating this subsection is subject to OMC 16.06.010, Section 106.3. Upon failure by the property owner or person in control of property to comply with the notice of violation, any duly authorized employee of the City or contractor

hired by the City is authorized to enter upon the property in violation and remove the grass, brush, bushes, noxious weeds, nuisance weeds, etc. growing thereon, and the property owner or person in control of the property shall pay the costs of such removal.

EXCEPTION: Agricultural areas within the City of Olympia (crops, livestock, farming, etc.) are exempt from this subsection.

302.5 Rodent harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

302.7 Accessory structures. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor Vehicles. Except as provided for in other regulations, no inoperative or unlicensed vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth. For purposes of this section "vehicle" is defined in the Revised Code of Washington Section 46.04.670.

EXCEPTION: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate, or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving, or graffiti.

It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

302.10 Recreational vehicles or other vehicles. No recreational vehicle as defined by the Olympia Municipal Code Chapter 18.02.180 or other vehicles shall be used for the purpose of living, sleeping, cooking or any similar use while parked on publicly owned or private property.

302.11 Cargo containers and semi-trailers.

302.11.1 Cargo containers, except as otherwise permitted by Olympia Municipal Code Title 18 shall not be permitted to be used as storage buildings. Cargo containers which are permitted by the land use regulatory code to be used as storage buildings shall be provided with a foundation system that provides adequate clearance from the ground to prevent deterioration and shall be provided with an anchorage system to prevent sliding or overturning by wind or seismic forces prescribed by the building code.

302.11.2 Semi trailers shall not be used as storage buildings.

302.12 Additional nuisances.

- A. Causing or allowing any human or animal waste, poison, poison oak or ivy, or noxious substance to be collected or to remain in any place, street, highway, or alley in the City in a manner which is reasonably offensive to the public; or
- B. Obstructing or encroaching upon or rendering unsafe for passage any public highway, private way, street, sidewalk, trail, alley, park, square, driveway, lake, or stream in the City; or
- C. Excavating or maintaining on public or private property any hole, excavation or pit which is reasonably dangerous to the public or adjacent property.

302.13 Swimming pools. A property owner or person in control of property shall maintain any swimming pools pursuant to the Swimming Pool Spa and Hot Tub Code, state building codes, and other applicable federal, state, and local laws. A property owner or person in control of property shall maintain any swimming pool in a clean and sanitary condition and in good repair.

**Section 9. Amendment of OMC 16.24.020. Olympia Municipal Code Section 16.24.020 is hereby amended to read as follows:**

**16.24.020 Adoption of National Electrical Code Article 80**

The National Electrical Code (NEC) is amended and supplemented by the addition of a new Article to be known as Article 80 – Adoption, to read as follows:

Article 80 - Adoption

80.1 Short Title. These regulations ~~shall be~~ are known as the City of Olympia Electrical Code and ~~shall must~~ be cited as such and will be referred to herein as “this Code.”

80.3 Washington Cities Electrical Code Adopted. The Washington Cities Electrical Code (WACEC) is hereby adopted and ~~shall be~~ is applicable within the City, as amended, added to and excepted in this Code.

80.4 Conflicts. In accordance with RCW 19.28.010(3), where the State of Washington, Department of Labor and Industries adopts a more current edition of the National Electrical Code (NFPA 70), the Code Official may supplement use of the WACEC with newly adopted editions of the National Electrical Code (NEC).

Including: Part 1 adopting the ~~2008~~ 2017 NEC and other necessary codes and standards adopted by the State of Washington.

Excluding: Part 2 amending the administrative chapter of the NEC based on portions of the ICC Electrical Code, as published by the International Code Council.

Including: Part 3 amending the NEC through supplements, deletions or revisions to be equal, higher, or better than the State of Washington’s rules.

**Section 10. Amendment of OMC 16.32.140. Olympia Municipal Code Section 16.32.140 is hereby amended to read as follows:**

**16.32.140 Amendment of Section ~~903.2.7~~ 903.2.8 of the International Fire Code**

OMC Section 16.32.140. Amendment of Section ~~903.2.7~~. Section ~~903.2.7~~ 903.2.8 of the International Fire Code is hereby amended to read as follows:

~~903.2.7~~ 903.2.8 Group R. Except as provided in Section ~~903.2.7.1~~ 903.2.8.1 below, an automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

~~903.2.7.1~~ 903.2.8.1. Group R-3. Automatic Sprinkler System Requirements. A fully automatic residential fire sprinkler system shall be designed, installed, tested and maintained per N.F.P.A. (National Fire Protection Association) 13D, ~~current edition~~, RCW 18.160 and the approval of the Fire Chief, ~~in all Group R-3 structures (including additions and alterations to structures with existing sprinkler systems) when:~~ The following Group R3 structures require NFPA 13D sprinkler systems:

~~(a) the structures are constructed within subdivisions in which internal streets are required to be constructed in accordance with the provisions of Chapter 4, Standard Plan 4-2J of the Engineering Design and Development Standards, as the same were amended in December, 2006, except as provided below; and~~

~~(b) the application for subdivision approval for the subdivision in which the structure is located became vested by operation of law on or after December 1, 2006.~~

a. New single family residential units of any size.

b. New Accessory Dwelling Units (ADUs) with utilities served by a residential unit that has an existing sprinkler system.

c. Any change of use to a residential structure.

d. Any structure that is being demolished and rebuilt for residential use.

e. Any structure that is adding greater than 50 percent of the existing square footage.

f. Any structure that has been damaged by fire such that greater than 50 percent of the structure is being reconstructed or is defined as substantially damaged per applicable code or as determined by the Building Official, or the Building Official's designee, or the Fire Chief, or the Fire Chief's designee.

g. Any modular, factory-built dwelling or mobile home that is being placed on an established mobile home or recreational vehicle park.

**EXCEPTIONS:**

a. Detached carports and greenhouses

b. Sheds and auxiliary structures under 200 square feet and not used for human habitation.

- c. Garage conversions to ADU's and ADU's with utilities served by an existing single family residence that does not have an existing sprinkler system.
- d. Temporary structures specifically designed as part of an emergency housing facility permitted under Chapter 18.50 OMC, or as otherwise permitted by this code, that serve as a temporary shelter to be removed at a future date as determined by the City of Olympia.
- e. The removal and replacement of a modular, factory-built, or mobile home in similar kind based on square footage to be placed on an established mobile home or recreational vehicle park prior to January 1, 2021.

**Section 11. Amendment of OMC 16.36.030. Olympia Municipal Code Section 16.36.030 is hereby amended to read as follows:**

**16.36.030 General requirements and regulations**

~~Fire hydrants shall be installed in accordance with the requirements of this chapter. In addition, presently existing fire hydrants which do not conform with the requirements and standards of this chapter when replaced, shall be replaced with hydrants which do conform to the standards and requirements of this chapter. All fire hydrants shall be served by the city water system or as otherwise approved by the fire department. All hydrants shall be subject to testing, inspection and approval by the fire control division of the Olympia Fire Department. All fire hydrants must be served by the city water system in accordance with OMC Chapter 13.04 or as otherwise approved by the City Engineer and the Fire Department. All hydrants are subject to testing, inspection, and approval by the owner of each fire hydrant, in accordance with AWWA standards.~~

**Section 12. Amendment of OMC 16.36.050. Olympia Municipal Code Section 16.36.050 is hereby amended to read as follows:**

**16.36.050 Installation requirements**

The installation of all fire hydrants shall be in accordance with sound engineering practices and supplied by mains as prescribed under this chapter. In addition, the following requirements shall apply to all water main construction:

- A. ~~Five copies~~A digital copy of the detailed plans or drawings, accurately indicating main size, the location of all valves, fire hydrants and thrust blocks to be installed, shall be submitted to the engineering department and fire department prior to the commencement of any construction.
- B. All fire hydrants must be approved by the water superintendent or the water superintendent's designee prior to installation.
- C. All construction of the fire hydrant installation and its attendant water system connection shall conform to the APWA standards or as amended by the city.
- D. Fire hydrant installations shall be adequately protected against vehicular damage, in accordance with standards and specifications promulgated by the engineering department.

- E. An auxiliary gate valve shall be installed and connected to the hydrant, in accordance with standards and specifications promulgated by the engineering department to permit the repair and replacement of the hydrant without disruption of water service.
- F. All hydrants shall stand plumb, be set to the finished grade with the lowest outlet of the hydrant no less than 18" or more than 24" above the grade and have no less than 36" in diameter of clear area about the hydrant for the clearance of hydrant wrenches on both outlets and on the control valve.
- G. The pumper port shall face the street. Where the street cannot be clearly defined or recognized, the port shall face the most likely route of approach and location of the fire engine while pumping, all as determined by the fire department. The hydrant shall be installed within 15' of the street or access roadway.
- H. The hydrant lateral from the water main shall be no less than 6" in diameter when less than 50'.
- I. Hydrant spacing of 300' shall be required in commercial areas.
- J. Hydrant spacing of 300' shall be required in areas of multiple-family structures of three or more units and for single-family and duplex units built continuous with less than 10' of clearance between units.
- K. Hydrant spacing of ~~600'~~ 500' shall be required for single-family and duplex residential when there is ten or more feet of clearance between units.
- L. The Fire Department connection (FDC) shall be located to within 40 feet of the nearest fire hydrant.
- M. A maximum of ~~1,000'~~ 800' from hydrant to building will be allowed where no more than two group R division 3 or M occupancies, as specified in the Uniform Building Code, are being developed and there is ten or more feet of clearance between units.
- N. All mains servicing fire hydrants shall be a minimum of 6" in diameter when looped and 8" when said main is dead ended. Engineering calculations showing fire flow capabilities of the proposed mains at 20 psi residual must accompany all plans.
- O. All hydrants, pipes, valves, and related components shall meet the requirements of the Director of Public Works or the Director of Public Works' designee, using AWWA standards as a minimum.
- P. The Director of Public Works or the Director of Public Works' designee and the fire department shall be notified in writing of the date the fire hydrant installation and its attendant water connection service will be available for use.
- Q. The fire department shall be notified when all newly installed hydrants or mains are placed in service.

**Section 13. Amendment of OMC 16.44.060. Olympia Municipal Code Section 16.44.060 is hereby amended to read as follows:**

## Article III. FIRE ALARM SYSTEMS

### 16.44.060 General regulation

A. Design. All fire alarm plans submitted for approval shall bear the designer's valid Washington State Low Voltage Specialty Electrical Contractor's License number or shall be stamped by a registered fire protection or electrical engineer.

B. Plans. All digital fire alarm system plans shall be submitted to the city for review and shall be approved prior to a permit being issued. ~~Three copies of detailed Digital~~ plans showing the location of all alarm equipment and detailed specifications on each type of device in the system shall be included and consist of the following:

1. Floor layout showing all rooms and spaces including accurate measurements ~~to a scale no smaller than 1/8" scale.~~
2. Identification of each room or space, i.e., office, lobby, attic, etc.
3. Details of ceiling height and construction type.
4. Location of each system component using the appropriate symbol.
5. Explanatory notes and legend to lend clarity to the plan and identify the manufacturer and model number of each alarm component used.
6. A wiring schematic clarifying type and size of wiring, which must comply with NFPA 70, and a point to point wiring diagram.
7. A copy of the technical specifications, to include battery calculations, for each component used in the makeup of the automatic fire alarm system. If the components are not all from the same manufacturer, UL cross listing compatibility cards are required.
8. Battery and voltage drop calculations.
9. Plans shall be submitted to the City of Olympia for review and approval prior to commencement of work.
10. Submit ~~three (3) sets of digital~~ plans and component specifications. Plans must show locations and type of each device in the system. Said plans shall ~~be floor plans to scale~~ include accurate measurements.
11. A plan check fee calculated under OMC Section 4.36.010 shall be paid to the City of Olympia at time of submittal of plans.
12. When a system is installed with automatic detection, such detection shall be provided in all rooms and areas including concealed spaces and attics. Attic spaces, above ceiling spaces, and

outside storage units on apartment buildings shall have fixed temperature detection. Automatic detection shall include the attic space of NFPA 13R sprinkled structures. Exception: Buildings protected by an approved NFPA 13 fire sprinkler system.

13. All components shall be low voltage direct current and compatible with the remainder of the system.

14. All components and wiring shall be supervised for defective devices, grounds, or breaks including annunciator, Emergency Responder Radio Coverage systems and Smoke Control systems if provided.

15. All components shall be listed by a national testing agency for the use intended.

16. All systems shall be provided with battery backup and battery charger.

17. All systems shall have a monitoring, maintenance, and testing contract, to become effective on the date of final acceptance. No final approvals will be scheduled until such contracts are received by the Olympia Fire Department.

18. All systems shall have the fire alarm control panel mounted so as to be readily visible arriving personnel or be provided with a remote annunciator. Such equipment shall be located so as to be protected from exposure to the elements.

19. All systems which are required to be extended to an alarm receiving agency shall transmit system trouble signals of any kind as well as alarms, including but not limited to: phone line supervision, battery trouble and line supervision. They shall transmit fire condition over trouble if the trouble is of such nature that it does not disable the entire system. The alarm receiving agency shall be U.L., F.M., or NFPA listed for commercial fire.

20. All systems shall have local audible trouble and audio/visual alarm signal devices. Audio/visual devices shall be sufficient in number and type to provide a minimum of 60 db in the most remote area. In commercial structures, audibility shall be ~~sufficient to be clearly heard a~~ minimum of 15 db over the ambient noise level of the area served. When the control panel is located remote to occupied areas, it shall, in addition to the panel trouble device, be provided with a remote trouble audible device in an area which is normally occupied. This device shall be labeled "Fire Alarm System Trouble."

21. Manual fire alarm stations shall be located within 5 feet of all required exits on each floor level and from the structure. Manual fire alarm stations in sprinklered buildings may be ~~deleted or the required number lessened at the discretion of the fire chief or the fire chief's designee~~ reduced to one in the sprinkler riser room and one in a constantly monitored location.

22. All alarm systems installed in a sprinklered structure shall include a zone for master water flow and shall supervise all sprinkler controlling valves. When a structure is provided with a zoned sprinkler system, the alarm shall be zoned in accordance with the sprinkler coverage zones.



23. All systems shall be inspected and tested thoroughly by the installer who shall submit a record of completion. Failure of a system to meet NFPA72 performance standards and standards found in this Chapter shall be a basis for additional inspection fees after the second final inspection.

24. All systems final acceptance is subject to wiring inspection (by electrical inspector), supervisory tests and proper functioning of all components. No Certificate of Occupancy shall be granted for the structure until satisfactory acceptance tests are accomplished.

25. Apartment buildings and townhomes that require a monitored fire alarm system shall have a ~~135-degree rate of rise (centrally located) and mini horn/strobe unit single station smoke/carbon monoxide detector and horn/strobe centrally located~~ in every unit. There shall be a low sounder in every sleep room with exception of studio apartment units. ~~Exception: a heat detector is not required in apartment units protected by approved fire sprinklers.~~

26. Smoke detectors shall be placed in all corridors and rooms which are intervening exit pathways.

27. A smoke detector shall be provided within ~~ten~~ six feet of fire alarm panel and other fire alarm control equipment which are in unattended locations.

C. Alterations and/or additions to existing systems must comply with the requirements of B above.

D. A maintenance testing agreement, signed by the building owner, shall be on record with the fire department prior to scheduling of final acceptance test.

E. Plan Check Fee. A fee equal to 65 percent of the permit fee shall be forfeited to the city at the time of submittal of plans.

F. Permit Fee. A fee equal to Table 1A of OMC 4.36.010, Building Valuation Table, with regional modifiers.

G. Reinspection Fees. A ~~\$85.00~~ \$175.00 reinspection fee shall be assessed when an inspector is requested to make an inspection or witness a test on a fire alarm or sprinkler system, and upon arrival finds the work is not ready for inspection, or the test fails.

The chief of the fire department or the chief of the fire department's designee may, in writing, suspend or revoke any permit issued pursuant to this section whenever the chief finds that the permit was issued on the basis of error, deception or fraud on the part of the applicant or upon discovery of a violation of any of the applicable codes or ordinances of the city including the provisions of this article, or work conducted outside of 180 days from the permitted date without an approved permit extension.

**Section 14. Amendment of OMC 16.44.070. Olympia Municipal Code Section 16.44.070 is hereby amended to read as follows:**

## 16.44.070 Standards

- A. All fire alarm systems shall be installed in accordance with the ordinances of the ~~city~~ City, and those portions of the National Fire Protection Standards which have been adopted by city ordinances.
- B. All new fire alarm systems shall be addressable systems. Systems shall communicate by point to the alarm monitoring agency, and cannot be monitored by DACT lines as defined in OMC 16.44.100(O).
- C. All fire alarm system wiring and components shall be electrically supervised.
- D. Fire alarm systems shall have a secondary power supply which shall automatically supply the energy to the system within 30 seconds of primary power supply failure. Under maximum normal load, the secondary supply shall have sufficient capacity to operate the fire alarm system for 24 hours, and then at the end of that period, operate all alarm indicating appliances and direct aid to the location of an emergency for 5 minutes.
- E. All rate-of-rise heat detectors shall have replacement links or be self-restoring for testing purposes.
- F. ~~All trouble and supervisory indication for~~ Post Indicating Valves, Wall Indicating Valves, and Outside Stem and Yoke Valves shall be on a zone isolated from waterflow indication, ~~and supervised for trouble only~~ wired for supervisory and trouble alarms only.
- G. The supervised relay boards that control elevator recall, HVAC, air pressurization and all other auxiliary functions shall stay "locked in," even though the audible signaling circuits have been silenced, until the panel has been reset and returned to normal.
- H. Fire alarm systems required under this article, including existing required fire alarm systems, shall have a maintenance agreement in effect with a fire alarm company and/or qualified individual (Ordinance 4420). Such agreements must provide for periodic inspection and testing as prescribed by adopted local and national standards set forth in Appendix "A" of Ordinance 4415 (see Section 16.44.070A herein). Repair service shall be available within 24 hours of notification of trouble.
- I. Zoning shall be required on all fire alarm systems when a building or complex consists of three or more separate buildings, floors, or fire divisions. When remote annunciation is required, it shall be installed so as to be clearly visible and identifiable to personnel responding to an alarm. An approved graphic annunciator panel of the premises to be protected, identifying zones, shall be provided at each required annunciator.
- J. Devices shall include both audible and visual, or a combination as specified by the Fire Chief, or the Fire Chief's designee. Audible devices shall be placed in buildings and be so located that with all intervening doors closed, the alarm device shall be heard at a minimum of 60 dba, or not less than 15 decibels above the ambient noise level, whichever is greater. Mechanical areas require 85 dba, or not less than 15 decibels above the ambient noise level, whichever is greater. Visual devices shall be provided in all common use areas including restrooms, conference rooms, work rooms, etc.
- K. When internal fire separations are required by the Building or Fire Code, all protected openings shall be provided with magnetic hold open devices tied into the building fire alarm system and wired as fail

safe. "Fail Secure" wiring is prohibited except when approved by the Fire Chief or the Fire Chief's designee.

- L. All devices installed on the exterior of a building shall be listed for exterior use, and shall be accompanied by appropriate weatherproof back boxes.
- M. One or more weatherproof horn strobe device(s) shall be installed on the exterior of the building, in a location to be designated by the Olympia Fire Department.
- N. Fire alarm control panels shall be located in a controlled heated environment. Ambient temperature shall be maintained at a range between 40 and 100 degrees F or as recommended by the manufacturer. Fire alarm control panels shall not be installed in an exterior location.
- O. Waterflow detection devices used in conjunction with a fire alarm panel shall be isolated to the last zone or zones. The installation shall conform to UL Standard #864, which states that the silence switch in the alarm panel shall be bypassed on zones having waterflow detectors. The way the alarm may be silenced is by the waterflow switch(es) returning to normal position by way of water flow cessation.
- P. Fire alarm control panels used in residential applications shall have zone verification capabilities for smoke detectors installed in dwelling units or guest rooms and connected to the control panel.
- Q. If a voice evacuation system is required, the control panel shall include amplifiers, relays, connections and battery standby power to provide a complete system.
- R. Detectors placed in false ceiling cavities shall be either analog with addressable modules or addressable, and shall have remote indicating lights in the ceiling below.
- S. Automatic detection connected to the fire alarm system in the guest rooms (sleeping rooms) of hotel/motel occupancies shall annunciate at a panel located at a consistently attended location. Such guest room smoke detectors shall be zone verification detectors. Corridor, stairway, and common area detectors are to be on separate zones from the guest room detectors.
- T. Where installations have elevators, detailed fire service operational plans shall be provided to include primary and alternate floor modes.
- U. Guest rooms in hotel/motel occupancies shall have a horn/strobe in each guest room.
- V. Combination alarms that combine burglar or hold-up alarms with fire alarms are not allowed.

**Section 15. Amendment of OMC 16.70.020. Olympia Municipal Code Section 16.70.020 is hereby amended to read as follows:**

**16.70.020 Definitions**

- A. "Appeal" means a request for a review of the interpretation of any provision of this ordinance or a request for a variance.

- B. "Area of Special Flood Hazard" is the land in the flood plain within a community subject to a one percent or greater chance of flooding in any given year. It is shown on the FIRM as Zone V, VE, A, AO, or AE.
- C. "Base Flood" means the flood having a 1% chance of being equaled or exceeded in any given year (also referred to as the "100-year flood"). Designated on Flood Insurance Rate Maps by the letter A.
- D. "\*\*Basement" means any area of the building having its floor sub-grade (below ground level) on all sides and includes crawlspaces more than two vertical feet.
- E. "Critical Facility" means a facility for which even a slight chance of flooding might be too great. Critical facilities include (but are not limited to) schools, nursing homes, hospitals, police, fire and emergency response installations, and installations which produce, use, or store hazardous materials or hazardous waste.
- F. "\*\*\*Cumulative Substantial Damage" means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.
- G. "\*\*Development" means any human- made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.
- H. "\*\*\*Elevation Certificate" means the official form (FEMA Form 81-31) used to track development, provide elevation information necessary to ensure compliance with community floodplain management ordinances, and determine the proper insurance premium rate with Section B completed by Community Officials.
- I. "Elevated Building" means for insurance purposes, a non-basement building that has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.
- J. "Flood" or "Flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:
1. The overflow of inland or tidal waters, and/or
  2. The unusual and rapid accumulation of runoff of surface waters from any source.
- K. "Flood Insurance Rate Map (FIRM)" means the official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
- L. "Flood Insurance Study (FIS)" means the official report provided by the Federal Insurance Administration that includes flood profiles and the water surface elevation of the base flood.

M. "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

N. "\*\*\*Increased Cost of Compliance" A flood insurance claim payment up to \$30,000 directly to a property owner for the cost to comply with floodplain management regulations after a direct physical loss caused by a flood. Eligibility for an ICC claim can be through a single instance of "substantial damage" or as a result of a "cumulative substantial damage." (more information can be found in FEMA ICC Manual 301)

O. "\*Lowest Floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance found at OMC 16.70.050.B.1.b (i.e. provided there are adequate flood ventilation openings).

P. "Manufactured Home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

Q. "New Construction" means structures for which the "start of construction" commenced on or after the effective date of this ordinance.

R. "Recreational Vehicle" means a vehicle,

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

S. "Start of Construction" includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

T. "Structure" means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, and a cyclone fence or wall that may or may not require a building permit.

U. "\*Substantial Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

V. "\*Substantial Improvement" means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure ~~either~~ or which equals or exceed 50 percent of the total square footage of the original structure:

1. Before the improvement or repair is started; or
2. If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term can exclude:

1. Any project for improvement of a structure to correct pre-cited existing violations of state or local health, sanitary, or safety code specifications which have been previously identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or
2. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places or as otherwise determined and regulated through the NFIP requirements.

W. "Variance" means a grant of relief from the requirements of this ordinance that permits construction in a manner that would otherwise be prohibited by this ordinance.

X. "Water Dependent" means a structure for commerce or industry that cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations.

**Section 16. Amendment of OMC 16.70.040. Olympia Municipal Code Section 16.70.040 is hereby amended to read as follows:**

**16.70.040 Administration**

**A. Establishment of Development Permit**

1. Development Permit Required. A development permit shall be obtained before construction or development begins within any area of special flood hazard established in OMC 16.70.030.B. The permit shall be for all structures including manufactured homes, as set forth in the "Definitions," and for all development including fill and other activities, also as set forth in the "Definitions."

2. Application for Development Permit. Application for a development permit shall be made on forms furnished by the City of Olympia and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

- a. Elevation in relation to mean sea level, of the lowest floor (including basement) of all structures recorded on a current elevation certificate (FEMA Form 81-31) with Section B completed by the local official;
- b. Elevation in relation to mean sea level to which any structure has been floodproofed;
- c. Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet floodproofing criteria in OMC 16.70.050.B.2; and
- d. Description of the extent to which a watercourse will be altered or relocated as a result of proposed development.

B. Designation of the Local Administrator. A Building Official is hereby appointed to administer and implement this ordinance by granting or denying development permit applications in accordance with its provisions. The Building Official may delegate this authority and these duties to one or more representatives.

C. Duties and Responsibilities of the Local Administrator. Duties of the Building Official ~~shall include, but not be limited to~~ and the Building Official designee(s) include:

1. Permit Review

- a. Review all development permits to determine that the permit requirements of this ordinance have been satisfied.
- b. Review all development permits to determine that all necessary permits have been obtained from those Federal, State, or local governmental agencies from which prior approval is required.
- c. Review all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of OMC 16.70.050.E.1 are met.

2. Use of Other Base Flood Data (In A Zones)

When base flood elevation data has not been provided (in A Zones) in accordance with OMC 16.70.030.B, Basis for Establishing the Areas of Special Flood Hazard, the Building Official shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other source, in order to administer OMC 16.70.050.B, Specific Standards, and OMC 16.70.050.E Floodways.

### 3. Information to be Obtained and Maintained

- a. Where base flood elevation data is provided through the Flood Insurance Study, FIRM, or required as in OMC 16.70.040.C.2, obtain and record the actual (as-built) elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement. Recorded on a current elevation certificate (FEMA Form 81-31) with Section B completed by the local official.
- b. For all new or substantially improved floodproofed nonresidential structures where base flood elevation data is provided through the FIS, FIRM, or as required in OMC 16.70.040.C.2:
  - i. Obtain and record the elevation (in relation to mean sea level) to which the structure was floodproofed; and
  - ii. Maintain the floodproofing certifications required in OMC 16.70.040.C.3.b.
- c. Maintain for public inspection all records pertaining to the provisions of this ordinance.

### 4. Alteration of Watercourses

- a. Notify adjacent communities and the Department of Ecology prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.
- b. Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.

5. Interpretation of FIRM Boundaries. Make interpretations where needed, as to exact location of the boundaries of the areas of special flood hazards (e.g. where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation. Such appeals shall be granted consistent with the standards of Section 60.6 of the Rules and Regulations of the National Flood Insurance Program ([44 CFR 59](#) -76).

### 6. Conditions for Variances

- a. Generally, the only condition under which a variance from the elevation standard may be issued is for new construction and substantial improvements to be erected on a small or irregularly shaped lot contiguous to and surrounded by lots with existing structures constructed below the base flood level. As the lot size increases the technical justification required for issuing the variance increases.
- b. Variances shall not be issued within a designated floodway if any increase in flood levels during the base flood discharge would result.



- c. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- d. Variances shall only be issued upon:
  - i. A showing of good and sufficient cause;
  - ii. A determination that failure to grant the variance would result in exceptional hardship to the applicant;
  - iii. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- e. Variances as interpreted in the National Flood Insurance Program are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from flood elevations should be quite rare.
- f. Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of floodproofing than watertight or dry-floodproofing, where it can be determined that such action will have low damage potential, complies with all other variance criteria except OMC 16.70.040.C.6.a, and otherwise complies with OMC 16.70.050.A.1, OMC 16.70.050.A.3 and OMC 16.70.050.A.4 of the General Standards.
- g. Any applicant to whom a variance is granted shall be given written notice that the permitted structure will be built with its lowest floor below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk.

**Section 17. Amendment of OMC 16.70.050. Olympia Municipal Code Section 16.70.050 is hereby amended to read as follows:**

**16.70.050 Provisions for Flood Hazard Reduction**

A. General Standards. In all areas of special flood hazards, the following standards are required:

- 1. Anchoring
  - a. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.
  - b. All manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors. For more detailed information, refer to FEMA publication FEMA P-85, "Protecting Manufactured Homes from Floods and Other Hazards."

## 2. Construction Materials and Methods

- a. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- b. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
- c. Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding. Locating such equipment below the base flood elevation may cause annual flood insurance premiums to be increased.

## 3. Utilities

- a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems.
- b. Water wells shall be located on high ground that is not in the floodway<sup>2</sup>.
- c. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- d. Onsite waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

## 4. Subdivision Proposals

- a. All subdivision proposals shall be consistent with the need to minimize flood damage.
- b. All subdivision proposals shall have public utilities and facilities, such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.
- c. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage.
- d. Where base flood elevation data has not been provided or is not available from another authoritative source, it shall be generated for subdivision proposals and other proposed developments which contain at least 50 lots or 5 acres (whichever is less).

5. Review of Building Permits. Where elevation data is not available either through the Flood Insurance Study, FIRM, or from another authoritative source (OMC 16.70.040.C.2), applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data,

high water marks, photographs of past flooding, etc., where available. Failure to elevate at least two feet above the highest adjacent grade in these zones may result in higher insurance rates.

B. Specific Standards. In all areas of special flood hazards where base flood elevation data has been provided as set forth in OMC 16.70.030.B, Basis for Establishing the Areas of Special Flood Hazard, or OMC 16.70.040.C.2, Use of Other Base Flood Data. The following provisions are required:

1. Residential Construction

a. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated one foot or more\* above the base flood elevation (BFE).

b. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

i. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

ii. The bottom of all openings shall be no higher than one foot above grade.

iii. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

c. Additional requirements for below-grade crawlspace construction:

The interior grade of a crawlspace below the base flood elevation (BFE) must not be more than two-feet below the lowest adjacent exterior grade (LAG).

The height of the below-grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall must not exceed four-feet at any point.

The height limitation is the maximum allowable unsupported wall height according to the engineering analyses and building code requirements for flood hazard areas.

This limitation will also prevent these crawlspaces from being converted into habitable spaces.

There must be adequate drainage system that removes floodwaters from the interior area of the crawlspace.

The enclosed area should be drained within a reasonable time after a flood event. The type of drainage system will vary because of the site gradient and other drainage characteristics, such as soil types. Possible options include natural drainage through porous, well-drained

soils and drainage systems such as perforated pipes, drainage tiles, or gravel or crushed stone drainage by gravity or mechanical means.

The velocity of floodwaters at the site should not exceed five-feet per second for any crawlspace. For velocities in excess of five-feet per second, other foundations should be used.

Any building utility systems within the crawlspace must be elevated above BFE or designed so that floodwaters cannot enter or accumulate within the system components during flood conditions. Ductwork, in particular, must either be placed above the BFE or sealed from floodwaters.

Below grade crawlspace construction less than two vertical feet in accordance with the requirements listed above will not be considered basements.

2. Nonresidential Construction. New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated one foot or more\* above the base flood elevation; or, together with attendant utility and sanitary facilities, shall:
  - a. Be floodproofed so that below one foot or more above the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
  - b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
  - c. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the official as set forth in OMC 16.70.040.C.3.b; and
  - d. Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in OMC 16.70.050.B.1.b.

\*Applicants who are floodproofing nonresidential buildings should be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g. a building floodproofed to the base flood level will be rated as one foot below). Floodproofing the building an additional foot will reduce insurance premiums significantly.

3. Manufactured Homes. All manufactured homes in the floodplain to be placed or substantially improved on sites shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated one foot or more\* the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
4. Recreational Vehicles. Recreational vehicles placed on sites are required to either:

- a. Be on the site for fewer than 180 consecutive days, or
- b. Be fully licensed and ready for highway use, on wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or
- c. Meet the requirements of OMC 16.70.050.B.3 above and the elevation and anchoring requirements for manufactured homes.

C. AE Zones with Base Flood Elevations but No Floodways. In areas with base flood elevations (but a regulatory floodway has not been designated), no new construction, substantial improvements, or other development (including fill) shall be permitted within Zone AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

D. Coastal High Hazard Area and Coastal A Zone. Coastal high hazard areas (V or VE Zones) and coastal A Zones are located within the areas of special flood hazard established in section 3.2. These areas have special flood hazards associated with high velocity waters from tidal surges and hurricane wave wash; therefore, the following provisions shall apply to building permits and related permits in Title 16:

1. Location of Structures

- a. All buildings or structures shall be located landward of the reach of the mean high tide.
- b. The placement of manufactured homes shall be prohibited, except in an existing manufactured home park or subdivision.

2. Construction Methods

- a. Elevation. All new construction and substantial improvements shall be elevated on piling or columns so that:

- i. The bottom of the lowest horizontal structural member of the lowest floor (excluding the piling or columns) is elevated to or above the base flood elevation plus one (1) foot or as required by ASCE/SEI 24-14, Table 4-1, whichever is more restrictive,

and,

- ii. With all space below the lowest floor's supporting member open so as not to impede the flow of water, except for breakaway walls as provided for in OMC 16.70.050.D.2.d.

b. Structural Support

- i. All new construction and substantial improvements shall be securely anchored on piling or columns.
- ii. The pile or column foundation and structure attached thereto shall be anchored to resist flotation, collapse or lateral movement due to the effects of wind and water loading values each of which shall have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval).
- iii. Prohibit the use of fill for structural support of buildings within Zones V1-30, VE, V, and Coastal A on the community's FIRM.

c. Certification. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the official as set forth in OMC 16.70.040.C.3.b.

d. Space Below the Lowest Floor

- i. Any alteration, repair, reconstruction or improvement to a structure started after the enactment of this ordinance shall not enclose the space below the lowest floor unless breakaway walls, open wood lattice-work or insect screening are used as provided for in this section.
- ii. Breakaway walls, open wood lattice-work or insect screening shall be allowed below the base flood elevation provided that they are intended to collapse under wind and water loads without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system. Breakaway walls shall be designed for a safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading of 20 pounds per square foot (either by design or when so required by local or State codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions.
  - (i) breakaway wall collapse shall result from a water load less than that which would occur during the base flood and,
  - (ii) the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement or other structural damage due to the effects of wind and water load acting simultaneously on all building components (structural and non-structural). Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards.

iii. If breakaway walls are utilized, such enclosed space shall be used solely for parking of vehicles, building access, or storage and not for human habitation.

iv. Prior to construction, plans for any breakaway wall must be submitted to the Construction Code Official or Building Sub-Code Official for approval.

E. Floodways. Located within areas of special flood hazard established in OMC 16.70.030.B are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that can carry debris, and increase erosion potential, the following provisions apply:

1. Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels during the occurrence of the base flood discharge.

2. Construction or reconstruction of residential structures is prohibited within designated floodways\*, except for (i) repairs, reconstruction, or improvements to a structure which do not increase the ground floor area; and (ii) repairs, reconstruction or improvements to a structure, the cost of which does not exceed 50 percent of the market value of the structure either, (A) before the repair, or reconstruction is started, or (B) if the structure has been damaged, and is being restored, before the damage occurred. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or to structures identified as historic places, may be excluded in the 50 percent.

3. If OMC 16.70.050.E.1 is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of OMC 16.70.050, Provisions for Flood Hazard Reduction.

F. Critical Facility. Construction of new critical facilities shall be, to the extent possible, located outside the limits of the Special Flood Hazard Area (SFHA) (100-year floodplain). Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above BFE or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility should also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible.

**Section 18. 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 19. 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 remain unaffected.

**Section 20. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 21. Effective Date.** This Ordinance is for the preservation of public peace, health, safety, and welfare and shall take immediate effect upon adoption, as provided by law.

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MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**

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

**PASSED:**

**APPROVED:**

**PUBLISHED:**



# 2018 IRC Update

*Based on the 2018 International Residential Code,® (IRC®)*

ICC LEARNING CENTER

The *International Residential Code*® (IRC®) establishes minimum regulations for residential construction. This handout will identify important changes in the IRC from 2015 to 2018 edition. Participants will be presented with those changes that will most impact their use of the code when they adopt these I-Codes. The learner will receive an overview of the most important code changes.

## Goal

Participants will be able to use this document to identify changes between the 2015 and 2018 IRC allowing them to apply these code requirements to design, plan submittals and/or inspection.

The lecture and activity format allows participants to discuss the changes, reasons for the changes, and answer knowledge review questions. Information presented will allow participants to apply these new code requirements to design, plan review, and/or inspection.

## Objectives

Upon completion, participants will be better able to:

- Identify the most significant differences between the 2015 and the 2018 IRC.
- Explain the differences between the current and previous edition.
- Identify changes in organization and code requirements.
- Identify the applicability of design, plan review and inspection requirements.

## Content

Chapters of the IRC included in this handout:

- |  |   |   |
|--|---|---|
| • Chapter 1, Scope and Administration  | • Chapter N11, Energy Efficiency                      | • Chapter P30, Sanitary Drainage                      |
| • Chapter 3, Building Planning         | • Chapter M13, General Mechanical System Requirements | • Chapter P31, Vents                                  |
| • Chapter 4, Foundations               | • Chapter M16, Duct Systems                           | • Chapter E37, Branch Circuit and Feeder Requirements |
| • Chapter 5, Floors                    | • Chapter M21, Hydronic Piping                        | • Chapter E39, Power and Lighting Distribution        |
| • Chapter 6, Wall Construction         | • Chapter G24, Fuel Gas                               | • Chapter E41, Appliance Installation                 |
| • Chapter 7, Wall Covering             | • Chapter P 25, Plumbing Administration               | • Appendix Q, Tiny Homes                              |
| • Chapter 8, Roof-ceiling Construction | • Chapter P27, Plumbing Fixtures                      |   |
| • Chapter 9, Roof Assemblies           | • Chapter P28, Water Heaters                          |   |
| • Chapter 10, Chimneys and Fireplaces  | • Chapter P29, Water Supply and Distribution          |   |

Chapter 1: Scope and Administration			
Code Section		Section Title	Description of Change
2018	2015		
Modification R101.2	R101.2	<b>Scope</b>	All instances where the International Building Code (IBC) permits construction under the IRC are now listed in the exception to the scope of the IRC.
Clarification R105.1, R110.1, R202	R105.1, R110.1, R202	<b>Change of Occupancy</b>	A definition for “Change of Occupancy” has been added and the requirement for a certificate of occupancy when there is a change of occupancy or use has been clarified.

Chapter 3: Building Planning			
Code Section		Section Title	Description of Change
2018	2015		
Modification Table R301.2(1)	Table R301.2(1)	<b>Climatic and Geographic Design Criteria</b>	The requirement for a Manual J assessment or engineered equivalent has been in the International Residential Code for several editions. To assist the designer, jurisdictions will now include variables for Manual J assessments with other climatic and geographic design criteria available from the building department.
Modification R301.2.2.1	R301.2.2.1	<b>Seismic Design Category</b>	New seismic design category (SDC) maps are included in the 2018 IRC. One map contains the most conservative ‘good quality’ soil type, assuming Site Class C or D, and may increase the local SDC. The second map is allowed if the site is identified as being Site Class A, B or D by geotechnical report or known local soil conditions; this map may lower the design spectral response acceleration, $S_{DS}$ , potentially lowering the seismic design category.
Modification R302.1	R302.1	<b>Exterior Walls</b>	References to the International Building Code (IBC) offer additional options and provide flexibility in determining the fire resistance rating of exterior wall assemblies. Table footnotes have been revised to clarify the correlation between gable end vents and the fire resistance requirements for projections.
Modification R302.2	R302.2	<b>Townhouse Separation</b>	Two paths for achieving the fire-resistant separation between townhouse dwelling units – two 1-hour walls or a common wall – are spelled out in the townhouse provisions.
Modification R302.13	R302.13	<b>Fire Protection of Floors above Crawl Spaces</b>	Fire-resistant membrane protection is now required for the applicable floor framing materials above crawl spaces containing fuel-fired or electric-powered heating appliances.

Chapter 3: Building Planning, Continued			
Code Section		Section Title	Description of Change
2018	2015		
Modification R308.4.2	R308.4.2	<b>Glazing Adjacent to Doors</b>	Glazing within 24 inches of the hinge side of an in-swinging door now requires safety glazing where the glazing is at an angle less than 180 degrees from the plane of the door.
Modification R308.4.4	R308.4.4	<b>Glazing in Guards and Railings</b>	Unless laminated glass is used, structural glass baluster panels in guards now require an attached top rail or handrail.
Clarification R308.4.7	R308.4.7	<b>Glazing Adjacent to the Bottom Stair Landing</b>	Figure R308.4.7 has been replaced with a new figure and the caption modified to more accurately reflect when safety glazing is required near the bottom landing.
Modification R310.1	R310.1	<b>Emergency Escape and Rescue Openings</b>	Emergency escape and rescue openings are no longer required for bedrooms in basements when the dwelling unit is protected with an automatic fire sprinkler system and other conditions are met.
Modification R310.3	R310.3	<b>Area Wells for Emergency Escape and Rescue Doors</b>	For emergency escape and rescue doors in basements, a change in terminology replaces "bulkhead enclosures" with "area wells" and provisions for ladders and steps for area wells are added.
Modification R311.7.1, R311.7.8	R311.7.1, R311.7.8	<b>Handrail Projection</b>	A new exception to the handrail projection limitation provides for adequate clearance behind the handrail when it passes the projection of a floor, landing or tread return.
Modification R311.7.3	R311.7.3	<b>Maximum Stair Rise between Landings</b>	The maximum rise of a flight of stairs has increased by 4 inches, from 147 to 151 inches.
Modification R311.7.11, R311.7.12	R311.7.11, R311.7.12	<b>Alternating Tread Devices and Ships Ladders</b>	Alternating tread devices and ships ladders are now permitted as a means of egress for lofts with an area that does not exceed 200 square feet.
Clarification R312.1	R312.1	<b>Guards</b>	The guard requirements only apply to the specific portion of a walking surface that exceeds 30 inches above grade.
Modification R314	R314	<b>Smoke Alarms</b>	The exemption for interconnection of alarms during alterations based on feasibility has been removed from the code.
Modification R315	R315	<b>Carbon Monoxide Alarms</b>	Interconnection is now required where multiple carbon monoxide alarms are required in a dwelling unit.

Chapter 3: Building Planning, Continued			
Code Section		Section Title	Description of Change
2018	2015		
Modification R322.3	R322.3	<b>Coastal High-Hazard Flood Zones</b>	In coastal high-hazard areas (V Zones) and Coastal A Zones, the IRC now provides specific guidance for the design and construction of concrete slabs, stairs, guards, decks and porches to reduce damage to the dwelling in a flood event.
Addition R324.6		<b>Roof Access for Photovoltaic Solar Energy Systems</b>	Requirements for roof access and pathways for firefighters have been introduced into the IRC provisions for rooftop mounted photovoltaic solar energy systems.
Addition R324.6.2.2		<b>Solar Panels near Emergency Escape and Rescue Openings</b>	Rooftop mounted photovoltaic solar energy panels and modules are not permitted to be installed below emergency escape and rescue openings.
Modification R325.3		<b>Mezzanine Area Limitation</b>	The area limitation for mezzanines has been increased from one-third to one-half of the area of the room containing the mezzanine under certain conditions.
Addition R325.6, R202		<b>Habitable Attics</b>	The definition of habitable attic has been revised and the technical requirements have been placed with mezzanines.

Chapter 4: Foundations			
Code Section		Section Title	Description of Change
2018	2015		
Modification Table R403.3(1)	Table R403.3(1)	<b>Insulation requirements for frost protected footings</b>	Insulation thickness requirements for Type II and IX extruded polystyrene (EPS) have changed. The minimum R-value for specific types of EPS has been clarified while requirements for horizontal insulation were added.
Modification Table R403.4	Table R403.4	<b>Crushed stone footings</b>	Table R403.4 is updated to include both the minimum depth and width of a crushed stone footing for a precast concrete wall.
Modification R408.3	R408.3	<b>Unvented crawl space</b>	Ventilation of the under-floor space is not required when an adequately-sized dehumidifier is provided.

Chapter 5: Floors			
Code Section		Section Title	Description of Change
2018	2015		
Modification R507	R507	<b>Decks</b>	Section R507 is reorganized for ease of use and additional provisions are added to simplify prescriptive construction of a deck.
Modification R507.2	R507.2, R507.3	<b>Deck materials</b>	Section R507.2 adds requirements for fasteners and fastener connections, flashing and alternative materials.
Addition R507.3		<b>Deck footings</b>	A new section on footing minimum size is added to help describe minimum prescriptive (non-engineered) requirements for an exterior deck footing based on snow load, soil quality, and footing shape and size.
Clarification R507.6	R507.5	<b>Deck joists</b>	Maximum joist spacing and total length have been clarified. In Table R507.6, maximum span length is listed followed by maximum cantilever length.
Clarification R507.7- R507.9	R507.2, R507.4	<b>Decking, Vertical and Lateral Support</b>	Decking material options and fastener systems are clarified. Vertical and horizontal support of an exterior deck is updated while support and attachment of ledgers is added to the decking section.

Chapter 6: Wall Construction			
Code Section		Section Title	Description of Change
2018	2015		
Addition Table R602.3(6)		<b>Alternate Stud Height</b>	To help clarify when studs greater than 10 feet long may be used, an exception is added to Section R602.3.1 as well as a reference to new Table R602.3(6) which applies only to 11- and 12-foot tall walls in one- and two-story buildings.
Modification Tables R602.7(1), R602.7(2)	Tables R602.7(1), R602.7(2)	<b>Girder and Header Spans</b>	Girder and header spans are updated assuming No. 2 Southern Pine rather than No. 1 Southern Pine as used in the 2015 IRC. A footnote is added to clarify that headers and girders are assumed to be braced; for headers with pony walls above, a further reduction in span is taken for 2x8 and larger headers.
Modification Table R602.7.5	Table R602.7.5	<b>Support for headers</b>	The 2015 IRC full height stud table is significantly altered. The table increases the number of king studs in higher wind regions and requires only one or two king studs at each end of a header in regions with 115 mph wind speeds.
Modification Table R602.10.3 (4)	Table R602.10.3 (4)	<b>Seismic Adjustment Factors</b>	Attempts to clarify roof and ceiling dead loads in the top story of a multi-story dwelling and use of the BV-WSP bracing method have been added. Table R602.10.3(4) now allows use of Methods WSP and CS-WSP with brick veneer in the second story of a dwelling.

Chapter 6: Wall Construction, Continued			
Code Section		Section Title	Description of Change
2018	2015		
Modification R602.10.4.1	R602.10.4.1	<b>Mixing bracing methods</b>	Mixing of continuous sheathing methods with an intermittent alternate bracing method is clarified. Braced wall line(s) containing an alternate method must have sufficient bracing length for an intermittent method, not just for the continuous sheathing method when the alternate method is Method PFH, PFG or ABW.
Modification R602.10.6.5	R602.10.6.5	<b>Method BV-WSP</b>	An attempt to clarify use of the BV-WSP method is made. New limits are added to Section R602.10.6.5.
Modification Tables R603.3.1, R603.3.1.1 (2)	Tables R603.3.1, R603.3.1.1 (2)	<b>Cold-Formed Steel Wall Construction</b>	Cold-formed steel connection tables are updated for wind speeds less than 140 miles per hour. Values in the IRC tables now match AISI S230, Standard for Cold-Formed Steel Framing - Prescriptive Method for One- and Two-Family Dwellings.

Chapter 7: Wall Covering			
Code Section		Section Title	Description of Change
2018	2015		
Modification R703.2	R703.2	<b>Water-resistive barrier</b>	Water-resistive barrier materials other than No. 15 asphalt felt must be installed following the manufacturer's installation instructions. The exemption for detached accessory buildings is deleted.
Modification R703.3.1	R703.3.1, R703.11.1.4	<b>Soffit installation</b>	Requirements for wood structural panel soffits are added to Section R703.3.1 and vinyl soffit requirements are clarified.
Modification R703.8.4	R703.8.4	<b>Veneer anchorage through insulation</b>	Masonry veneer is explicitly allowed to attach to through insulation into the underlying wood structural panels. Attachment must follow Table R703.8.4(2).
Modification R703.11.2	R703.11.2	<b>Vinyl siding installation over foam plastic sheathing</b>	Testing has been done on vinyl siding over insulation in an attempt to determine fastener requirements for vinyl siding attachment in high wind regions. New Table R703.11.2 gives design wind pressures for vinyl siding resisting all wind loads without reliance on wood structural panel sheathing.

Chapter 8: Roof-Ceiling Construction			
Code Section		Section Title	Description of Change
2018	2015		
Modification R802	R802	<b>Roof Framing</b>	Section R802, Design and construction of roofs, has been clarified by dividing the content into three separate sections on roof ridges, rafters and ceiling joists.
Modification R802.1.5.4	R802.1.5.4	<b>Labeling</b>	Each stick of fire-retardant-treated lumber and individual wood structural panel will be labeled with eight specific items of information
Modification R806.2	R806.2	<b>Minimum vent area</b>	The minimum vent area exception is clarified, stating that net free ventilation may be less than 1/150 only if two required conditions are met. Lower vents must be located in the bottom third of the attic space.

Chapter 9: Roof Assemblies			
Code Section		Section Title	Description of Change
2018	2015		
Addition R905.17		<b>Building Integrated Photovoltaic Panels</b>	New Section R905.17 addresses installation and attachment of building-integrated photovoltaic (BIPV) roof panels.

Chapter 10: Chimneys and Fireplaces			
Code Section		Section Title	Description of Change
2018	2015		
Addition R1005.8		<b>Chimney insulation shield</b>	Factory-built chimneys, which have been required to maintain a minimum clearance to insulation, are now required to have an insulation shield to provide the clearance to the insulation.

Chapter 11: Energy Efficiency			
Code Section		Section Title	Description of Change
2018	2015		
Clarification N1101.6, Tables N1101.10.3 (1) and N1101.10.3 (2)	N1101.6, Tables N1101.10.3 (1) and N1101.10.3 (2)	<b>Fenestration Definitions and U-Factors</b>	The definitions for skylights and vertical fenestration have been moved under the definition for fenestration, and a definition for opaque door has been added.



Chapter 11: Energy Efficiency, Continued			
Code Section		Section Title	Description of Change
2018	2015		
Modification N1102.1	N1102.1	<b>Building Thermal Envelope for Log Homes</b>	Log homes are now exempt from the prescriptive building thermal envelope requirements when designed in accordance with ICC-400, <i>Standard on the Design and Construction of Log Structures</i> .
Modification N1102.1.2 and N1102.1.4	N1102.1.2 and N1102.1.4	<b>Insulation and Fenestration Requirements</b>	The prescriptive U-factors for fenestration have been lowered to improve the energy efficiency of dwellings and townhouses.
Modification N1102.2.2	N1102.2.2	<b>Reduction of Ceiling Insulation</b>	When applying the exception for insulation in ceilings without attics, the insulation must extend to the outside of the top plate.
Clarification N1102.2.5	N1102.2.5	<b>Mass Walls</b>	The mass wall provisions have been itemized in a numbered list to bring accuracy and clarity to the technical requirements.
Modification N1102.2.6	N1102.2.6	<b>Cold-Formed Steel Framing R-Values</b>	Conflicting entries have been removed from the table establishing cold-formed steel R-values equivalent to those for wood framing.
Modification N1102.4	N1102.4	<b>Testing for Air Leakage</b>	A new standard for air-leakage testing, RESNET/ICC 380, is now referenced in the IRC to provide flexibility for the testing industry.
Addition N1103.3.6 and N1103.3.7		<b>Ducts Buried within Ceiling Insulation</b>	New provisions address the methods, minimum coverage requirements and thermal benefits for ducts buried within ceiling insulation, and when those ducts are considered inside the building thermal envelope.
Modification N1104.1	N1104.1	<b>Lighting</b>	The required percentage of permanent lighting fixtures having high-efficacy lamps has increased from 75 to 90 percent.
Modification N1106.3, N1106.4	N1106.3, N1106.4	<b>Maximum Energy Rating Index</b>	The maximum rating index values based on climate zone have increased slightly to make the ERI provisions less restrictive and improve the flexibility of the energy provisions.



Chapter M13: General Mechanical System Requirements			
Code Section		Section Title	Description of Change
2018	2015		
Deletion M1305.1.1	M1305.1.1	<b>Access to Furnaces within Compartments</b>	The appliance access requirements for furnaces in compartments have been removed from the code in favor of other code provisions and the manufacturer's instructions.
Modification M1305.1.3.2	M1305.1.4.2	<b>Appliances Installed in Pits</b>	The requirements for appliance installation in pits has been expanded to provide more detail and to be similar to language found in other ICC codes. The minimum bottom clearance has been reduced from 6 inches to 3 inches.

Chapter 15: Exhaust Systems			
Code Section		Section Title	Description of Change
2018	2015		
Modification M1502.3.1	M1502.3.1	<b>Dryer Exhaust Duct Termination</b>	A minimum area of 12.5 square inches has been established for the terminal outlet of dryer duct exhaust.
Modification M1502.4.2	M1502.4.2	<b>Concealed Dryer Exhaust Ducts</b>	Wall and ceiling cavities enclosing dryer exhaust duct must provide sufficient space that the 4-inch duct is not squeezed out of its round shape.
Modification M1503.6	M1503.6	<b>Makeup Air for Kitchen Exhaust Systems</b>	Makeup air for domestic cooking exhaust systems is no longer required if all fuel-burning appliances in the dwelling unit have a direct vent or mechanical draft vent system.

Chapter M16: Duct Systems			
Code Section		Section Title	Description of Change
2018	2015		
Modification M1601.1.2	M1601.1.2	<b>Underground Duct Systems</b>	Underground ducts, including both direct-burial ducts and those encased in concrete, require sealing and testing.

Chapter M21: Hydronic Piping			
Code Section		Section Title	Description of Change
2018	2015		
Modification M2101.10	M2101.10	<b>Pressure Tests for Hydronic Piping</b>	Compressed air testing of PEX hydronic piping is now allowed when testing is in accordance with the manufacturer's instructions.
Modification M2103.2	M2103.2	<b>Thermal Barrier for Radiant Floor Heating Systems</b>	For hydronic floor heating systems, the minimum insulation R-values have been removed from Section M2103.2 and a reference to the energy provisions of Chapter 11 has been added.

Chapter G24: Fuel Gas			
Code Section		Section Title	Description of Change
2018	2015		
Modification G2406.2	G2406.2	<b>Prohibited Locations for Appliances</b>	A gas-fired clothes dryer is now allowed to be installed in a bathroom and toilet room where a permanent opening communicates with other permitted spaces.
Modification G2411.2, G2411.3	G2411.2, G2411.3	<b>Electrical Bonding of CSST</b>	The existing provisions for electrical bonding apply to CSST without an arc-resistant jacket or coating and a new section addresses electrical continuity and bonding of arc-resistant CSST.
Modification G2414.4.2, G2414.10.1	G2414.4.2, G2414.10.1	<b>Schedule 10 Steel Gas Piping</b>	The code now allows Schedule 10 steel pipe to be used for fuel gas piping.
Modification G2415.11	G2415.11	<b>Protection against Corrosion</b>	Reorganization of this section includes new provisions to address corrosion protection of underground steel gas piping and protection for steel risers other than anodeless risers.
Clarification G2420.5.1	G2420.5.1	<b>Shutoff Valve Location</b>	Shutoff valves located behind movable appliances are considered as meeting the requirement for access.
Addition G2420.6		<b>Support for Shutoff Valves in Tubing Systems</b>	Shutoff valves in gas tubing systems require rigid support separate from the tubing to prevent damage at the valve connection.
Deletion G2442.2	G2442.2	<b>Forced Air Furnace Duct Size</b>	The prescriptive duct size requirements for forced air furnaces have been deleted in favor of other sizing methods specific to the appliance.
Modification G2447.2	G2447.2	<b>Commercial Cooking Appliances</b>	Commercial cooking appliances are now permitted in dwelling units when installed in accordance with an engineered design and the manufacturer's instructions.

Chapter P25: Plumbing Administration			
Code Section		Section Title	Description of Change
2018	2015		
Modification P2503.7	P2503.7	<b>Air Testing of PEX Piping</b>	Compressed air testing of PEX water supply piping is now allowed when testing is in accordance with the manufacturer's instructions.

Chapter P26: General Plumbing Requirements			
Code Section		Section Title	Description of Change
2018	2015		
Modification P2602.1	P2602.1	<b>Connections to Public Sewer or Private Sewage Disposal System</b>	The International Private Sewage Disposal Code (IPSDC) is referenced for installation of private sewage disposal systems where there are no state or local requirements for such systems.

Chapter P27: Plumbing Fixtures			
Code Section		Section Title	Description of Change
2018	2015		
Modification P2704	P2704	<b>Slip Joint Connections</b>	Slip joint connections are permitted anywhere between the fixture outlet and the drainage piping, and are no longer limited to the trap inlet, outlet and trap seal locations.
Modification P2713.1	P2713.1	<b>Bathtub Overflow</b>	Bathtub overflow outlets are no longer required.

Chapter P28: Water Heaters			
Code Section		Section Title	Description of Change
2018	2015		
Modification P2801.6	P2801.6	<b>Plastic Pan for Gas-Fired Water Heaters</b>	Plastic safety pans are now allowed under gas water heaters provided the material falls within the prescribed flame spread and smoke developed indices.

Chapter P29: Water Supply and Distribution			
Code Section		Section Title	Description of Change
2018	2015		
Modification P2902.5.4, P2904.	P2902.5.4, P2904.	<b>Backflow Protection for Fire Sprinkler Systems</b>	Sections P2902.5.4 and P2904.1 are revised and coordinated to clarify that stand-alone and multipurpose fire sprinkler systems complying with Section P2904 or NFPA 13D do not require backflow protection under most circumstances.
Modification P2903.5	P2903.5	<b>Water Hammer Arrestors</b>	A water hammer arrestor is now required where quick-closing valves are used in the water distribution system.
Addition P2906.6.1	P2906.6.1	<b>Saddle Tap Fittings on Water Distribution Piping</b>	Saddle tap fittings are no longer permitted on water distribution system piping.
Modification P2906.18.2	P2906.18.2	<b>Joints between PVC and CPVC Piping</b>	A single solvent-cement transition joint is now an acceptable method for connecting a CPVC water distribution system to a PVC water service pipe.

Chapter P30: Sanitary Drainage			
Code Section		Section Title	Description of Change
2018	2015		
Modification P3003.2	P3003.2	<b>Prohibited Joints for Sanitary Drainage</b>	A solvent cement joint is now permitted for joining ABS and PVC piping at the connection of the building drain to the building sewer.
Modification P3005.1.6	P3005.1.6	<b>Reduction in Pipe Size</b>	Water closet flanges, offset bend fittings and offset flanges are now specifically listed as exceptions to the provision that drainage piping must not be reduced in size in the direction of flow.

Chapter P31: Vents			
Code Section		Section Title	Description of Change
2018	2015		
Modification P3103.1	P3103.1	<b>Vent Pipe Terminations</b>	The provisions for vent terminals have been reorganized and a new option has been added to allow a 2-inch vent extension through a sloped roof when the vent is covered.
Modification P3111	P3111	<b>Combination Waste and Vent System</b>	Food waste disposers and drinking fountains are now permitted to connect to a combination waste and vent system.
Modification P3114.8	P3114.8	<b>Prohibited Installations for Air Admittance Valves</b>	An air admittance valve cannot be used to resolve the problem of an open vent terminal that is too close to a building air intake.

Chapter E37: Branch Circuit and Feeder Requirements			
Code Section		Section Title	Description of Change
2018	2015		
Addition E3703.5		<b>Garage Branch Circuits</b>	A separate 20-ampere branch circuit is now required to serve receptacle outlets of attached garages and detached garages with electric power.

Chapter E39: Power and Light Distribution			
Code Section		Section Title	Description of Change
2018	2015		
Modification E3901.2	E3901.2	<b>Wall Space for Receptacle Distribution</b>	Cabinets with countertops are now considered wall space in determining required locations for general purpose receptacle outlets.
Modification E3901.3	E3901.3	<b>Appliances on 15 Amp Circuits</b>	An individual 15-ampere branch circuit is permitted to serve any specific kitchen appliance.
Addition E3902.4		<b>GFCI Protection for Crawl Space Lighting Outlets</b>	Ground-fault circuit-interrupter (GFCI) protection is now required for lighting outlets of crawl spaces.
Addition E3905.2.1		<b>Nonmetallic-Sheathed Cable and Metal Boxes</b>	Where entering a metal box, nonmetallic-sheathed cable must extend into the box at least 1/4 inch and extend past the cable clamp.

Chapter E41: Appliance Installation			
Code Section		Section Title	Description of Change
2018	2015		
Modification E4101.3	E4101.3	<b>Cord- and-Plug-Connected Appliances</b>	The maximum cord lengths for range hoods and built-in dishwashers have increased and the code clarifies that the receptacle outlet for the dishwasher has to be in the space adjacent to the appliance.

Appendix Q: Tiny Houses			
Code Section		Section Title	Description of Change
2018	2015		
Appendix Q Addition		<b>Tiny Houses</b>	A new Appendix Q covers provisions for tiny houses, defined as dwellings with a maximum floor area of 400 square feet.

# Explore the Upcoming Changes in the 2018 Washington State Energy Code

April 28, 2020

As many in the industry are aware, an amended version of the Washington State Energy Code (WSEC) was introduced in 2018. The 2018 WSEC will go into effect on November 1, 2020 and will have a significant effect on the building industry.

To help you navigate the upcoming changes, our Energy & Sustainability team developed a list of some important changes to the 2018 WSEC. This blog post will be updated as more information is made available, so be sure to check back here. The various changes our team explores in this blog post include:

- [Introduction of a New Compliance Path](#)
- [Changes to Total Building Performance](#)
- [New and Updated Definitions](#)
- [Air-leakage Testing](#)
- [Understanding the Extra Efficiency Credits](#)

This blog post refers to changes to the Commercial portion of the WSEC, which covers most buildings other than residential-unit-only buildings that are three stories and less. If you have any questions about these changes and would like to learn how they will affect your project, please reach out to us at [sea@rdh.com](mailto:sea@rdh.com) or call **206-324-2272**.



## Introduction of a New Compliance Path

The 2018 WSEC introduces a new **outcome-based energy budget compliance path** in addition to the prescriptive compliance and the total building performance paths. The outcome-based energy budget was adopted from the 2015 Seattle Energy Code and sets a maximum Energy Use Intensity (EUI) budget for each building occupancy/ use. Project teams must develop a single whole-building energy model for the proposed building to comply with this new standard. This path limits the building enclosure's total heat loss coefficient (UA) to be no more than 20% higher than the level stated in the prescriptive code. To ensure compliance is maintained, the building owner or the owner's representative must submit one year of the building's actual energy use within the first three years of occupancy, and every five years after the first submission. Penalties will be imposed if the building's actual EUI exceeds the code-required EUI budget. It is important to note that the outcome-based energy budget compliance path is not applicable unless it has been adopted by your local jurisdiction.

While the outcome-based path presents a new option for project teams to explore, teams are still able to follow the existing compliance paths. Those two paths entail the following:

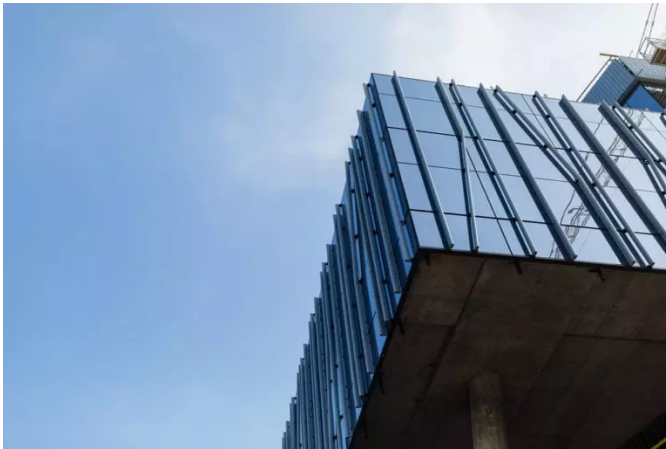
- The **prescriptive compliance path** can be met by either achieving the specified R-value for each assembly or utilizing the envelope component trade-off method.
- The **total building performance path** requires developing two whole-building energy models—a baseline building and the proposed building—to demonstrate that the energy performance of the proposed design exceeds the baseline building.

## Changes to the Total Building Performance Path



As noted above, the total building performance path requires developing both a baseline and a proposed whole-building energy model to show that the completed building will exceed the baseline's energy performance.

- This path now limits the building enclosure's total UA to be no more than 20% higher than the level stated in the prescriptive code.
- The energy modeling requirements are now based on ASHRAE Standard 90.1 Appendix G rather than the International Energy Conservation Code (IECC).
- The primary performance metric is now carbon emissions rather than energy consumption.
- Section C406 extra efficiency credits are no longer required for this path.



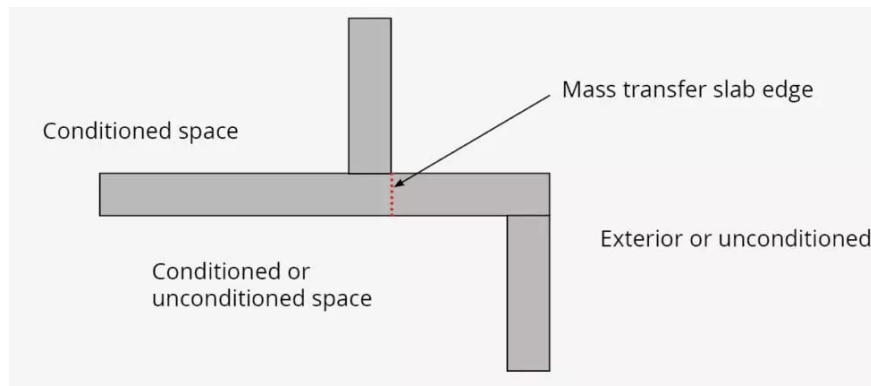
## New and Updated Definitions

The 2018 WSEC includes several definition updates that relate to the code changes. The highlighted definitions listed below are important in understanding the new updates.

- **Continuous insulation:** Only metal thermal bridges are stipulated in this definition. Insulation is considered continuous only if metal thermal bridges have a cross-sectional area  $< 0.04\%$  of the enclosure surface area; otherwise, the insulation does not meet this definition and metal thermal bridges must be accounted for.
- **Visible transmittance (VT):** Visible transmittance for skylights must now be measured and rated according to the National Fenestration Rating Council (NFRC) section 202, while tubular daylighting devices must adhere with NFRC section 203.
- **Mass transfer deck slab edge:** Cantilevered balconies are now excluded from the definition of a mass transfer deck slab edge. This means that cantilevered concrete balconies must meet the insulation requirement for mass walls. The diagram



below depicts a mass transfer slab edge at a typical deck condition or the transition from an above-grade structure to a below-grade structure.



## Air-leakage Testing

In 2009, Washington State introduced mandatory air-leakage testing for all new buildings and has continued to incrementally increase targets. The 2018 WSEC requires project teams to aim for a more stringent target in terms of air leakage. Project teams will need to achieve an air-leakage rating of 0.25 cfm/ft<sup>2</sup> at 0.3 inches water gauge or below in order to meet the 2018 WSEC.

If the test result is greater than 0.25 cfm/ft<sup>2</sup> and less than 0.40 cfm/ft<sup>2</sup>, the project team is required to conduct visual inspections, seal the leaks, and document corrective actions.

If the test result exceeds 0.40 cfm/ft<sup>2</sup>, the project team will be required to make the necessary remediations and conduct the test again. Further remedial work and retesting will be required until a leakage rate of 0.40 cfm/ft<sup>2</sup> or less is achieved. **A test above 0.40 cfm/ft<sup>2</sup> will not be accepted.**

While the change should not affect the design and construction of new buildings, it does reduce the margin for error and increases the consequences of not meeting the required air-leakage ratings. Project teams will need to focus on well thought-out air barrier detailing as well as quality assurance and quality control programs during construction. The added attention to all aspects of the air barrier design and construction are necessary to avoid the potentially high consequences of not meeting the desired air-leakage rating.



## Understanding the Extra Efficiency Credits

The extra efficiency credits were introduced in the 2015 WSEC for project teams pursuing the prescriptive compliance path. The 2018 WSEC now requires project teams to achieve a minimum of six credits—a four-credit increase from the 2015 code. The 2018 WSEC provides a series of options that ultimately contribute to the energy efficiency of the finished building. Each option is weighted differently depending on the building occupancy type. As shown in Efficiency Package Credits table below, some options allow project teams to earn more credits than others. For example, by achieving enhanced envelope performance per Section C406.10c on a Group R-2 building, project teams will earn all six credits needed. Teams that implement a high-performance, dedicated outdoor air system (DOAS) per Section C406.7 on the same building type will earn just four credits, requiring the team to seek more credits using another option.

## EFFICIENCY PACKAGE CREDITS

CODE SECTION	COMMERCIAL BUILDING OCCUPANCY					
	Group R-1	Group R-2	Group B	Group E	Group M	All Other
	ADDITIONAL EFFICIENCY CREDITS					
1. More efficient HVAC performance in accordance with Section C406.2	2.0	3.0	3.0	2.0	1.0	2.0
2. Reduced lighting power: Option 1 in accordance with Section C406.3.1	1.0	1.0	2.0	2.0	3.0	2.0
3. Reduced lighting power: Option 2 in accordance with Section C406.3.2a	2.0	3.0	4.0	4.0	6.0	4.0
4. Enhanced lighting controls in accordance with Section C406.4	NA	NA	1.0	1.0	1.0	1.0
5. On-site supply of renewable energy in accordance with C406.5	3.0	3.0	3.0	3.0	3.0	3.0
6. Dedicated outdoor air system in accordance with Section C406.6b	4.0	((4.0)) <sup>d</sup> NA <sup>d</sup>	4.0/	NA	NA	4.0
7. High performance dedicated outdoor air system in accordance with Section C406.7	4.0	4.0	4.0	4.0	4.0	4.0
8. High-efficiency service water heating in accordance with Sections C406.8.1 and C406.8.2	4.0	5.0	NA	NA	NA	8.0
9. High performance service water heating in multi-family buildings in accordance with Section C406.9	7.0	8.0	NA	NA	NA	NA
10. Enhanced envelope performance in accordance with Section C406.10c	3.0	6.0	3.0	3.0	3.0	4.0
11. Reduced air infiltration in accordance with Section C406.11c	1.0	2.0	1.0	1.0	1.0	1.0
12. Enhanced commercial kitchen equipment in accordance with Section C406.12	5.0	NA	NA	NA	5.0	5.0 (Group A-2 only)

a. Projects using this option may not use Item 2.

b. This option is not available to buildings subject to the prescriptive requirements of Section C403.3.5.

c. Buildings or building areas that are exempt from thermal envelope requirements in accordance with Sections C402.1.1 and C402.1.2 do not qualify for this package.

*Efficiency Package Credits table has been adapted by RDH from the WSEC 2018 edition.*

## Future Changes and How to Learn More

As the code continues to evolve including possible amendments and our knowledge of these changes expands, we will update this post for your reference. If you would like to receive a notification when this post is updated, please fill in the form below.

The first printing of the WSEC – Commercial 2018 Edition can be [viewed here](#).

Our Energy & Sustainability team has the unique ability to provide an integrated approach to enclosure and energy-efficient design, allowing for the development of optimized solutions that provide cost-effective means of achieving the design intent and energy performance goals. RDH has extensive expertise in whole-building energy modeling and completing prescriptive energy code compliance calculations for many building types, from small and large residential buildings to commercial offices, institutional buildings, and government buildings. Our team is currently undergoing the design of several buildings that are in compliance with the 2018 WSEC. We invite you to reach out to one of our specialists about our current experience and how we can support you through the code transition.



**KYLE SILLIKER**  
Principal, Building  
Science Specialist  
Ksilliker@rdh.com



**JASON ACOSTA**  
Project Engineer  
Jacosta@rdh.com

First name\*

Last name

Email\*

Company name

Notify me when this post is updated with new changes and updates to 2018 WSEC?\*

☐

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WRITTEN BY:  
**Lucas Schmidt**  
As the Communications Coordinator, Lucas is dedicated to sharing the stories of RDH's people and projects.

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## City Council

# Approval of a Resolution Declaring a Climate Emergency

**Agenda Date:** 2/2/2021  
**Agenda Item Number:** 6.A  
**File Number:** 21-0122

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

---

### Title

Approval of a Resolution Declaring a Climate Emergency

### Recommended Action

#### Committee Recommendation:

Not referred to a committee.

#### City Manager Recommendation:

Move to approve a Resolution declaring a climate emergency.

### Report

#### Issue:

Whether to approve a Resolution declaring a climate emergency in conjunction with acceptance of the Thurston Climate Mitigation Plan and approval of a Phase III Interlocal Agreement focused on Thurston Climate Mitigation Plan implementation.

#### Staff Contact:

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

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

Pamela Braff, PhD, Climate Program Manager, 360.753.8249

#### Presenter(s):

Rich Hoey, P.E., Public Works Director

Susan Clark, Engineering and Planning Supervisor

### Background and Analysis:

In April 2018, Thurston County, Olympia, Lacey, Tumwater and Thurston Regional Planning Council (TRPC) signed an Interlocal Agreement to complete Phase I of a regional climate mitigation plan, with TRPC leading the effort. Phase I work resulted in the following regional greenhouse gas emissions reduction targets:

- 45% below 2015 levels by 2030
- 85% below 2015 levels by 2050

In November 2018, Olympia and the other regional jurisdictions approved a Phase II Interlocal

Agreement addressing the development of a regional climate mitigation plan. Following a two-year planning process that involved community stakeholders and subject matter experts and included public outreach, the Thurston Climate Mitigation Plan (Plan) was completed.

The vision for the Thurston Climate Mitigation Plan is: *“Thurston County, Lacey, Olympia, and Tumwater, and neighboring tribes recognize the urgent threat and opportunity that climate change poses to our community’s economy, public health, public safety, and environment. We will work together to identify and boldly implement the most effective, efficient, and equitable actions to reduce locally generated greenhouse gas emissions to protect current and future generations from the most severe impacts of climate change.”*

This vision begins with the principle that it is our responsibility to do our part to protect vulnerable communities by reducing our local contributions to climate change. Though climate change affects everyone, not all people are impacted equally. Communities of color, immigrants, lower-income populations, and the elderly are often more vulnerable to climate impacts like increased heat, flooding, food insecurity, and air quality impacts.

Climate change exacerbates the causes and impacts of social inequality, including homelessness, equity and social justice. To call out climate change as an emergency equal to these other community issues brings into focus how they all intersect. By doing so in conjunction with Plan acceptance further emphasizes the City’s acknowledgement of the climate crisis and its commitment to mitigate for it. This also acknowledges the need to take a more holistic response to all of our community’s issues.

This climate emergency resolution declares that the climate crisis poses an urgent threat to the health and well-being of our city, country, and planet and that mitigating climate change requires immediate action and long-term commitment. To further support climate action and the Thurston Climate Mitigation Plan, this resolution also requests that the City develop and apply a lens of climate change and climate equity to all aspects of planning, policy, and decision-making and asks the community to partner with the City in taking action.

By passing this emergency resolution, Olympia will join other municipalities, including the Washington State cities of Tumwater, Tacoma, Everett and Redmond, in acknowledging that action on the causes and impacts of climate change is required. Showing a seriousness of commitment in this way, while also having a Plan in place, may place Olympia and our region higher to receive future state and federal funding opportunities.

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

For the past several years, local high school students, community members and climate action advocates have requested that the City declare a climate emergency. Washington tribes have also called for a declaration of climate emergency. Councilmember Parshley has worked extensively with stakeholders and neighboring jurisdictions on the development of this emergency declaration.

### **Options:**

1. Approve a Resolution declaring a climate emergency. The City will signal to the community that the request to declare a climate emergency was heard, action on the causes and impacts of climate change will be taken and will be coordinated with other issues of concern such as



homelessness, equity and social justice.

2. Modify the Resolution declaring a climate emergency to better address City Council concerns.
3. Do not approve the Resolution declaring a climate emergency.

**Financial Impact:**

Continued participation with Thurston County and the cities of Tumwater and Lacey to implement the Thurston Climate Mitigation Plan for the next year will range from \$44,025 to \$47,184 per jurisdiction depending on the number of Steering Committee and other meetings held under the Scope of Work. Sufficient funds are contained in the 2021 budget for work on climate change. Long-term costs of TCMP implementation are expected to be significant over time and will be determined in more detail through the next phases of work.

**Attachment:**

Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF OLYMPIA, WASHINGTON, DECLARING A CLIMATE EMERGENCY AND SUPPORT FOR THE MOBILIZATION OF COMMUNITY AND REGIONAL WIDE EFFORTS TO MITIGATE CLIMATE CHANGE IN ORDER TO PROVIDE FUTURE GENERATIONS A SAFE CLIMATE**

**WHEREAS**, climate change has become an existential crisis posing one of the most serious threats to the earth's survival and humanity's existence; a crisis that intersects and compounds all other crises facing humanity and our earth; and

**WHEREAS**, global warming and climate change are increasing global temperatures more rapidly than previously anticipated, and current human activities and technologies are accelerating the pace of global temperature increase, which threatens our modern way of life; and

**WHEREAS**, in 2015, the City of Olympia joined 7,000 cities worldwide by becoming a member of the Global Covenant of Mayors for Climate and Energy, a group of cities and partners committed to a global effort to reduce climate change through working toward a low-emission and climate-resilient future; and

**WHEREAS**, in April 2016, world leaders from 175 countries recognized the threat of climate change and the urgent need to combat that threat by adopting the Paris Climate Agreement and working to limit warming to no more than 2.0°C; and

**WHEREAS**, the Intergovernmental Panel on Climate Change (IPCC) issued a special report on the impacts of global warming and the need to reduce global greenhouse gas emissions well before 2030 to hold warming to 1.5°C and avoid the most catastrophic impacts of climate change; and

**WHEREAS**, in 2018, the United States' Fourth National Climate Assessment made clear that climate change will wreak havoc across the United States, and the current pace and scale of national climate action is not sufficient to avert substantial damage to the economy, environment, and human health over the coming decades; and

**WHEREAS**, our youth will inherit the legacy of our decisions on climate, and youth from diverse backgrounds are organizing locally and worldwide to demand and support climate justice and government action to mitigate the catastrophic impacts of the climate emergency and to restore a safe climate; and

**WHEREAS**, the City of Olympia cherishes its youth and recognizes that they are the key to our community's prosperity and future. We have committed to engaging our youth in climate decisions made in Thurston County and the City, as well as including them in the vital work required to mitigate climate change in order to empower them to follow their dreams and live prosperously in the future; and

**WHEREAS**, bold action on climate change will strengthen the government-to-government relationships between the jurisdictions of the *Thurston Climate Mitigation Plan* and the indigenous tribes within

Thurston County, including the Squaxin Island, Nisqually, and Chehalis Tribes, who have stewarded this land since time immemorial, and who rely on their Treaty-protected resources, which are impacted by climate change, ocean acidification, and rising seas; and

**WHEREAS**, climate change will continue to make basic human necessities such as food, housing, healthcare, transportation, and energy more expensive and, along with a living wage, difficult to obtain, adding additional pressure to our region's affordability crisis and wealth inequality; and

**WHEREAS**, throughout the United States, communities of color, low-wage workers, and low and middle income communities have been on the frontline of longstanding environmental injustices and have historically borne the brunt of the fossil-fuel economy; and

**WHEREAS**, the direct and indirect impacts of climate change will disproportionately affect the region's communities least able to prepare for, cope with, and recover from them, such as communities of color, low-wage workers, immigrants, and other low-income communities; and

**WHEREAS**, because climate change poses such a threat to our community and economy, combatting it will require government agencies, businesses, and the entire community to take bold steps to reach our previously agreed upon regional carbon reduction goals and to build a healthy, resilient region in which everyone can thrive; and

**WHEREAS**, our Pacific Northwest Salmon and Orcas are dying at rates that threaten extinction from the warming of the oceans and rivers; our mountains are losing snow pack and glaciers from the warming of the earth; we are losing our forests to climate-induced increases in forest fires; our coastal cities face flooding from a potential six-foot rise in sea level; and all of those effects negatively impact our Washington State economy; and

**WHEREAS**, moving toward a climate-safe future requires full community participation, inclusion, and support, and recognition that the residents of the City of Olympia, particularly frontline communities, and community organizations, including communities of faith, youth, organized labor, business, academic institutions, homeowners' associations, and environmental, economic, racial, gender, family, and disability justice, indigenous, immigrant, and other such allies will be required; and

**WHEREAS**, the City of Olympia has joined the Thurston County jurisdictions of Tumwater, Lacey, and Thurston County in a cooperative effort to accelerate immediate and near-term regional climate mitigation and adaptation actions through our adopted climate mitigation and adaptation plans to reach our goals of reducing or eliminating greenhouse gas emissions; and

**WHEREAS**, people desire clean water, clean air, clean food and soil, public safety, good health, and to pass on to posterity a sustainable economy and healthy planet; and

**WHEREAS**, unchecked climate change will bring evermore drastic decline to the health and prosperity of future generations, particularly for the most vulnerable communities, and

**WHEREAS**, the City of Olympia accepted in 2021 a climate mitigation plan designed to address these problems, which must be implemented in a timely way to succeed;

**NOW, THEREFORE, BE IT RESOLVED**, that the Olympia City Council hereby declares a state of climate emergency, given that the climate crisis poses an urgent threat to the health and well-being of our City, region, state, country, and world, making climate change a current and imminent crisis which intersects with all other crises facing humanity and our planet. The Olympia City Council recognizes that mitigating climate change will require brisk action and long term commitment; and be it

**FURTHER RESOLVED**, that the Olympia City Council asks businesses, non-profits, academia, large institutions, faith-based organizations, and residents to also rise to the challenge of this emergency by committing to help further the *Thurston County Climate Mitigation Plan* through partnership with local jurisdictions and other entities; mobilize resources, ingenuity, and community wisdom to tackle the existential threat of climate change to our community and world; and accept as an ultimate goal the restoration of a safer climate for future generations; and be it

**FURTHER RESOLVED**, that the Olympia City Council shall develop and adopt a lens of climate change and climate equity for all City purposes, staff, and departments engaged in planning, zoning, permitting, budgeting, expenditures, ordinances, and all other City efforts, policies, and practices to further climate action efforts and our accepted regional climate mitigation plan.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



## City Council

### Approval of a Resolution Accepting the Thurston Climate Mitigation Plan

**Agenda Date:** 2/2/2021  
**Agenda Item Number:** 6.B  
**File Number:** 21-0120

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

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#### **Title**

Approval of a Resolution Accepting the Thurston Climate Mitigation Plan

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve a Resolution accepting the Thurston Climate Mitigation Plan.

#### **Report**

##### **Issue:**

Whether to accept the Thurston Climate Mitigation Plan as a framework for addressing local greenhouse gas emissions.

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

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

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

Pamela Braff, PhD, Climate Program Manager, 360.753.8249

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

Rich Hoey, P.E., Public Works Director

Susan Clark, Engineering and Planning Supervisor

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

###### Regional Climate Mitigation Planning

In April 2018, Thurston County, Olympia, Lacey, Tumwater and Thurston Regional Planning Council (TRPC) signed an Interlocal Agreement to complete Phase I of a regional Thurston Climate Mitigation Plan, with TRPC leading the effort. Phase I work resulted in the following regional greenhouse gas emissions reduction targets:

- 45% below 2015 levels by 2030
- 85% below 2015 levels by 2050

In November 2018, Olympia and the other regional jurisdictions approved a Phase II Interlocal

Agreement addressing the development of the Thurston Climate Mitigation Plan (TCMP). A Steering Committee consisting of elected officials and key staff from each partner jurisdiction served as the decision-making body and a Climate Advisory Workgroup provided subject matter expertise and input on the TCMP. Councilmembers Parshley and Cooper have represented the Olympia City Council on the TCMP Steering Committee.

Public involvement activities during plan development included booths at community events, presentations to committees and organizations, interviews with representatives from key sectors and organizations not otherwise participating, an on-line community survey, and a workshop for high school students and educators.

Following an extensive public outreach process on the draft TCMP that included two virtual open houses and an on-line survey, the TCMP's Steering Committee approved the TCMP for individual acceptance by partner jurisdictions.

Approval of a Phase III Interlocal Agreement focused on moving the TCMP into implementation over the next 12-month timeframe is being considered by City Council under separate action. Approval of a Resolution declaring a climate emergency and emphasizing mitigating for it in a holistic manner is also being considered by City Council under separate action.

#### Thurston Climate Mitigation Plan

The TCMP lays out a road map for continuing regional collaboration on reducing local greenhouse gas emissions. It is intended to provide Olympia and its project partners with a suite of solid strategies that will guide next steps, not lock the jurisdictions into specific actions that may not make sense as the details are worked out.

The framework for reducing local greenhouse gas emissions presented in the TCMP includes:

- Greening our grid
- Shifting energy sources
- Living lighter
- Storing carbon
- Building local capacity

To address community concerns raised during the public outreach period, the following general changes were made to the Draft TCMP:

- The addition of a "Equity and Climate Action" section
- Revisions to specific actions at the request of Intercity Transit and Tumwater
- Revision of Action B6.4, changing natural gas ban to natural gas transition
- A revision of the Implementation Strategy to describe different levers and mechanisms available to implement actions, including both voluntary and regulatory approaches

Each action included in the TCMP will require additional work to understand its feasibility, cost and impacts as implementation is considered. As a first step in this work, the project partners have grouped each action into the following general implementation approaches:

- Legislative agenda
- Regionally coordinated
- Individual jurisdiction
- Supporting partner

The TCMP can be found on the Thurston Regional Planning Council website:

[<https://trpc.org/909/Thurston-Climate-Mitigation-Plan>](https://trpc.org/909/Thurston-Climate-Mitigation-Plan)

#### Next Steps

Approval of a Phase III Interlocal Agreement focused on moving the TCMP into implementation over the next 12-month timeframe is being considered by City Council under separate action. Approval of a Resolution declaring a climate emergency and emphasizing mitigating for it in a holistic manner is also being considered by City Council under separate action.

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

During the TCMP planning process, many stakeholders and community members have voiced support for taking significant action to reduce the region's greenhouse gas emissions. These community members have expressed the importance of both development and implementation of the TCMP. Top strategies receiving support by the community through the Draft Plan on-line survey include: preserving trees and managing forests to sequester carbon, reducing energy use in existing buildings, supporting increased density and more efficient transportation, and increasing the production and use of local renewal energy.

#### **Options:**

1. Approve a Resolution accepting the Thurston Climate Mitigation Plan. The City will be able to move forward with regional partners on the implementation of the TCMP.
2. Do not approve a Resolution accepting the Thurston Climate Mitigation Plan. The City would not have a framework in place for addressing local greenhouse gas emissions and would no longer work regionally on the implementation of the TCMP.

#### **Financial Impact:**

Continued participation with Thurston County and the cities of Tumwater and Lacey to implement the Thurston Climate Mitigation Plan for the next year will range from \$44,025 to \$47,184 per jurisdiction depending on the number of Steering Committee and other meetings held under the Scope of Work. Sufficient funds are contained in the 2021 budget for work on climate change. Long-term costs of TCMP implementation are expected to be significant over time and will be determined in more detail through the next phases of work.

#### **Attachment:**

Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
ACCEPTING THE *THURSTON CLIMATE MITIGATION PLAN (2020)* AS A FRAMEWORK TO  
GUIDE FUTURE ACTION ADDRESSING LOCAL SOURCES OF GREENHOUSE GAS EMISSION  
THAT CONTRIBUTE TO GLOBAL CLIMATE CHANGE**

**WHEREAS**, Thurston County (the “County”) and the cities of Lacey, Olympia, and Tumwater (the “Cities”) believe that carbon dioxide and other greenhouse gas emissions from human activities are accelerating global climate change and resulting in local impacts, including sea-level rise, ocean acidification, and more frequent and intense heavy precipitation events, floods, droughts, and wildfires; and

**WHEREAS**, the County and the Cities agree that impacts from climate change pose an urgent threat to public health, public infrastructure, and the quality of life of residents in the Thurston region; and

**WHEREAS**, the *Sustainable Thurston Plan* adopted by Thurston Regional Planning Council (TRPC) in 2013, and subsequently accepted by the County and the Cities, sets a goal for the Thurston region to move toward carbon neutrality, and identified the creation of a regional climate action plan as a first action step; and

**WHEREAS**, a regional climate action plan consists of two parts: (1) the emissions reducing mitigation plan referenced in this Resolution; and (2) the *Thurston Climate Adaptation Plan* adopted by TRPC in 2018; and

**WHEREAS**, in 2018, the City of Olympia adopted Resolution No. M-1976 adopting common targets to reduce communitywide greenhouse gas emissions 45 percent below 2015 levels by 2030 and 85 percent below 2015 levels by 2050 to ensure that local communities do their part to keep the global average temperature from rising more than 2°C; and

**WHEREAS**, the County and the Cities signed an interlocal agreement in 2018 to contract with Thurston Regional Planning Council to develop a Regional Climate Mitigation Plan and develop Implementation Strategies to be administered by each party; and

**WHEREAS**, the City of Olympia was an active member of the Steering Committee for the Thurston Climate Mitigation Plan, which guided development of the Plan; and

**WHEREAS**, a Climate Advisory Workgroup made up of public and private sector members of the community with subject matter expertise in energy, construction and building design, real estate, transportation, land use, wastewater, water supply, agriculture, forestry, education, economic development, climate advocacy, community outreach, youth and tribal perspectives provided input on the Plan, including recommended actions; and



**WHEREAS**, hundreds of community members participated in developing the Plan through focus group meetings, community workshops, interviews, surveys, and other outreach methods over the course of the project; and

**WHEREAS**, the Steering Committee, with input from the Climate Advisory Workgroup, articulated the following vision for the Thurston Climate Mitigation Plan: *“Thurston County, Lacey, Olympia, Tumwater, and neighboring tribes recognize the urgent threat and opportunity that climate change poses to our community’s economy, public health, public safety, and environment. We will work together to identify and boldly implement the most effective, efficient, and equitable actions to reduce locally generated greenhouse gas emissions to protect current and future generations from the most severe impacts of climate change;”* and

**WHEREAS**, the Steering Committee completed the Plan, identifying a framework for future climate action, including strategies and actions sufficient to meet the emission reduction targets adopted by the parties; and

**WHEREAS**, continued coordination, monitoring, and public outreach will be essential to achieving the vision laid out in the Plan; and

**WHEREAS**, this Plan can only be successful if implemented on a communitywide basis with ongoing support from local governments, private entities, utilities, nonprofits, community groups, neighborhoods, and the public;

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

**Section 1.** The City Council accepts the document *“Thurston Climate Mitigation Plan”* as a resource for providing background information, informed strategies and actions, and a viable framework for coordinated climate action in the Thurston region.

**Section 2.** The City Council will support implementation of the *Thurston Climate Mitigation Plan* through participation in a Climate Action Implementation Committee and supporting monitoring and public outreach efforts as detailed in the “Phase 3 Interlocal Agreement and Scope of Work for Climate Plan Implementation.”

**Section 3.** The City Council acknowledges a continuing role for Thurston Regional Planning Council to coordinate regional efforts to address climate change and multijurisdictional participation in implementation of the Plan, share best practices and funding opportunities, and monitor progress toward climate goals and targets.

**Section 4.** The City Council agrees to move the Plan forward to their respective staff and planning groups for integration, as appropriate, of relevant action into local plans, regulations, and programs.

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

**Section 6. Severability.** The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

**Section 7. Effective Date.** This Resolution shall become effective immediately upon adoption and signature as provided by law.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

**Mark Barber**  
CITY ATTORNEY

December 2020



Title VI Notice

Thurston Regional Planning Council (TRPC) hereby gives public notice that it is the agency’s policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person shall, on the grounds of race, color, sex, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Federal Highway Aid (FHWA) program or other activity for which TRPC receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with TRPC. Any such complaint must be in writing and filed with the TRPC’s Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence.

Americans with Disabilities Act (ADA) Information

Materials can be provided in alternate formats by contacting the Thurston Regional Planning Council at 360.956.7575 or email [info@trpc.org](mailto:info@trpc.org).



**For more information contact:**  
Thurston Regional Planning Council  
2424 Heritage Court SW, Suite A  
Olympia, WA 98502  
360.956.7575 | [info@trpc.org](mailto:info@trpc.org)

Contributors

Steering Committee

NAME	JURISDICTION	ROLE
Gary Edwards	Thurston County	Policymaker
Tye Menser	Thurston County	Policymaker Alternate
Chris Hawkins	Thurston County	Staff
Maya Teeple	Thurston County	Staff Alternate
Jim Cooper	Olympia	Policymaker Co-lead
Lisa Parshley	Olympia	Policymaker Co-lead
Nathaniel Jones	Olympia	Policymaker Co-lead (former)
Rich Hoey	Olympia	Staff
Susan Clark	Olympia	Staff Alternate
Cynthia Pratt	Lacey	Policymaker
Carolyn Cox	Lacey	Policymaker Alternate
Jessica Brandt	Lacey	Staff
Rick Walk	Lacey	Staff Alternate
Tom Oliva	Tumwater	Policymaker
Pete Kmet	Tumwater	Policymaker Alternate
Brad Medrud	Tumwater	Staff
David Ginther	Tumwater	Staff Alternate

Climate Advisory Workgroup

NAME	ORGANIZATION	EXPERTISE
<b>Buildings &amp; Energy</b>		
John MacLean	Energy Efficiency Finance Corporation	Finance
Joel Baxter	Washington State House of Representatives	Energy Technology and Policy
Kelsey Hulse	Puget Sound Energy	Energy
Chris van Daalen	Northwest EcoBuilding Guild	Green Buildings
Craig Chance	Housing Authority of Thurston County	Affordable Rental Housing
Zach Kosturos	Prime Locations	Commercial Real Estate Oprations
Ryan Clintworth	Big Rock Construction	Commercial Construction
Michael Van Gelder	Washington Department of Enterprise Services	State Building Portfolio
Owen Martin/Roussa Cassel	The Artisans Group	Residential Design
Mason Rolph	Olympia Community Solar	Solar Contracting
<b>Transportation &amp; Land Use</b>		
Karin Landsberg	Washington Department of Transportation	Energy and Air Quality
Brian Lagerberg	Washington Department of Transportation	TDM and Public Transportation
Jessica Gould	Intercity Transit	Transit
Graeme Sackrison	North Thurston Public Schools	School Transportation
Gary Idleburg	Washington Department of Commerce	Land Use Policy
Rachael Jamison	Port of Olympia	Port
<b>Water &amp; Waste</b>		
Wendy Steffensen	LOTT Clean Water Alliance	Wastewater
Tim Wilson	Thurston County Water Resources	Water Utility
Art Starry	Thurston County Environmental Health	Water Quality
John Weidenfeller	Thurston PUD	Water Utility
<b>Agriculture &amp; Forests</b>		
Stephanie Bishop/Karin Strelloff	Thurston Conservation District	Agriculture
Joe Roush	City of Olympia	Urban Forestry
Dylan Fischer	The Evergreen State College	Forest Carbon Sequestration
<b>Cross-Cutting Actions</b>		
Scott Morgan	The Evergreen State College	Higher Education
Jeff Crane	St. Martin’s University	Higher Education
Hilary Seidel	Olympia School District	Public Education
Tom Crawford/Geoff Glass	Thurston Climate Action Team	Environmental Nonprofit
George Walter	Nisqually Tribe	Tribal Programs
Candace Penn	Squaxin Island Tribe	Tribal Programs
Emma Strong/Kaylee Shen/Rebecca McMillin Hastings	K-12 Olympia School District	Youth Perspective
Sarah Ogden	Timberland Regional Library	Community Outreach
Gene Angel	Thurston Economic Development Council	Economic Development
Kindra Galán	CIELO	Latinx Community

Project Team

Allison Osterberg, Senior Planner (project manager and plan author), Thurston Regional Planning Council  
Christopher Hawkins, Education & Prevention Manager, Thurston County  
Maya Teeple, Senior Planner, Thurston County  
Jessica Brandt, Associate Planner, City of Lacey  
Susan Clark, Senior Planner, City of Olympia  
Rich Hoey, Public Works Director, City of Olympia  
Brad Medrud, Planning Manager, City of Tumwater  
Paul Brewster, Senior Planner, Thurston Regional Planning Council  
Karen Parkhurst, Planning & Policy Director, Thurston Regional Planning Council  
Lester Tobias, Planning Technician, Thurston Regional Planning Council  
Michael Burnham, Senior Planner (former), Thurston Regional Planning Council

Project Support

Consultant Team

Andrea Martin, Cascadia Consulting Group  
Roel Hammerschlag, Hammerschlag LLC  
Christy Shelton, Cascadia Consulting Group  
P.J. Tillman, Cascadia Consulting Group  
Britain Richardson, Cascadia Consulting Group  
Miguela Marzlof, Cascadia Consulting Group  
Tristan Smit, Cascadia Consulting Group

Thurston Regional Planning Council Staff

Allison Osterberg, Project Manager, Senior Planner  
Karen Parkhurst, Planning and Policy Director  
Paul Brewster, Senior Planner  
Katrina Van Every, Senior Planner  
Scott Carte, GIS Coordinator  
Michael Ambrogi, Senior GIS Analyst  
Aaron Grimes, Senior Transportation Modeler  
Clyde Scott, Senior Transportation Modeler  
Amy Hatch-Winecka, WRIA 13 Salmon Recovery Lead Entity Coordinator  
Sara Porter, Associate Planner  
Theressa Julius, Associate Planner  
Aidan Dixon, Associate Planner  
Veronica Jarvis, Associate Planner  
Lester Tobias. Planning Technician  
Dave Read, IT Manager  
Tyson Justis, Senior Accountant  
Sarah Selstrom, Communications and Outreach Specialist II  
Burlina Montgomery, Administrative Assistant  
Dorinda O’Sullivan, Office Specialist III  
Veena Tabbutt, Deputy Director  
Marc Daily, Executive Director

THURSTON REGIONAL PLANNING COUNCIL (TRPC) is a 23-member intergovernmental board made up of local governmental jurisdictions within Thurston County, plus the Confederated Tribes of the Chehalis Reservation and the Nisqually Indian Tribe. The Council was established in 1967 under RCW 36.70.060, which authorized creation of regional planning councils.

TRPC’s mission is to “Provide Visionary Leadership on Regional Plans, Policies, and Issues.”

To Support this Mission:

- A. Support **regional transportation planning** consistent with state and federal funding requirements.
- B. Address **growth management, environmental quality, economic opportunity**, and other topics determined by the Council.
- C. **Assemble** and **analyze data** that support local and regional decision making
- D. Act as a “**convener**” to build regional **consensus** on issues through information and citizen involvement.
- E. Build **intergovernmental consensus** on regional plans, policies, and issues, and advocate local implementation.

2020 MEMBERSHIP  
THURSTON REGIONAL PLANNING COUNCIL

<u>Governmental Jurisdiction</u>	<u>Name of Representative</u>	
City of Lacey	Malcolm Miller, Councilmember	
City of Olympia	Clark Gilman, Councilmember	
City of Rainier	Dennis McVey, Councilmember	
City of Tenino	David Watterson, Councilmember	
City of Tumwater	Tom Oliva, Councilmember	
City of Yelm	JW Foster, Mayor	
Confederated Tribes of the Chehalis Reservation	Amy Loudermilk, Staff	
Nisqually Indian Tribe	David Iyall, Tribal Treasurer	
Town of Bucoda	Alan Carr, Mayor	
Thurston County	Tye Menser, County Commissioner	
North Thurston Public Schools	Chuck Namit, School Board Member	
Olympia School District	Hilary Seidel, School Board Member	
Tumwater School District	Mel Murray, Staff	
Intercity Transit	Carolyn Cox, Authority Member	
LOTT Clean Water Alliance	Cynthia Pratt, Board Member	
Port of Olympia	Joe Downing, Port Commissioner	
PUD No. 1 of Thurston County	Chris Stearns, PUD Commissioner	
<u>Associate Members</u>		
Economic Development Council of Thurston County	Michael Cade, Executive Director	
Lacey Fire District #3	Gene Dobry, Commissioner	
Puget Sound Regional Council	Josh Brown, Executive Director	
Timberland Regional Library	Cheryl Heywood, Director	
The Evergreen State College	Scott Morgan, Director of Sustainability	
Thurston Conservation District	David Iyall, Conservation District Board Supervisor	
<u>Chair</u>	<u>Vice Chair</u>	<u>Secretary</u>
JW Foster	Cynthia Pratt	Clark Gilman
City of Yelm	LOTT Clean Water Alliance	City of Olympia
	Marc Daily, Executive Director	

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# 1. Introduction

**“It is no longer enough just to change our lifestyles. We need to be changing our communities.”**

Kaylee Shen,  
Olympia High School student

It's September 20, 2019, and a crowd is growing on the steps of the Washington State Legislative Building in Olympia. Although it's the middle of a school day, the more than 2,000 people flooding up the pathways are mostly middle and high school-aged youth. They hold up colorful hand-printed signs with slogans like “Time is Running Out” and “The climate is changing, why aren't we?” Students from across the Thurston region have walked out of classes this day as part of a Global Youth Climate Strike. They ask their government to recognize climate change as an emergency that threatens their future, and demand that those in power take ambitious action to address it. At a podium, young organizers of the rally speak with poise and passion about their fears for a world impacted by climate change, their determination to steer a different course, and their hope that local leaders are listening...

People gather at the Washington State Capitol Building in September 2019 to rally for action on climate change. Source: TRPC



Climate change is already affecting our communities. Impacts like hotter summers, wildfire smoke, and flooding endanger our homes, damage public health, and affect local business. The *Thurston Climate Mitigation Plan* is a continuation of the efforts of the Thurston Regional Planning Council (TRPC), Thurston County, and the cities of Lacey, Olympia, and Tumwater to prepare for and reduce the impacts of climate change. This plan presents a framework for climate mitigation in our region. It includes actions these local governments can take to make measurable progress toward greenhouse gas emission reduction goals, while maintaining—and even improving—quality of life in our region. Transforming our community to meet the challenges of climate change will require participation from every segment of society—public agencies and private businesses, parents, students, scientists, artists, producers, and consumers. This plan is not intended to be the last word on climate action, and it doesn’t have all the answers. Instead, it begins a conversation about how local governments can best act together, and enable and empower their residents to build a future in which we can all thrive. While that future brings risk and uncertainty, it also promises great opportunity.

We have one planet but many climate solutions, so let’s get to work.



A firefighter overlooks damage resulting from a wildfire in eastern Thurston County. A warming climate is projected to exacerbate wildfire risks in coming decades.  
Source: McLane Black Lake Fire Department

# 1.1 What is Climate Mitigation?

Climate mitigation refers to actions that take heat-trapping greenhouse gases like carbon dioxide out of the atmosphere or prevent them from entering the atmosphere in the first place. The amount of greenhouse gases we emit is directly related to how warm the planet will become. The more emissions we produce through our activities, the more severe and damaging climate change impacts will be.

Reducing—or mitigating—our emissions locally will help to limit the amount of warming we will experience globally and will mean fewer negative impacts on our community and region. Reducing emissions can help protect our infrastructure and the health and safety of our families.

# 1.2 A Foundation of Regional Sustainability Planning

The Thurston Climate Mitigation Plan builds on many years of sustainability work across our region. Prior to this planning effort, Thurston County and the cities of Lacey, Olympia, and Tumwater had all adopted plans or resolutions expressing their commitments to address climate change by reducing greenhouse gas emissions.

- **Thurston County:** The Board of County Commissioners adopted Resolution 14395 in 2010 that set the County on a “pathway to zero greenhouse gas emissions” from its municipal operations and says the County shall develop and implement an “adaptable, long-term plan considering all aspects of Thurston County operations as they relate to energy and greenhouse gas emissions.”
- **Lacey:** In 2009, Lacey completed the *Carbon Reduction and Resiliency Plan* (CR2), which identified climate risks to the city and outlined actions to mitigate those impacts through preparedness and greenhouse gas reductions. The Lacey City Council adopted the CR2 plan as an appendix to the Lacey Comprehensive Plan in 2016.
- **Olympia:** In response to a citizen asking the Olympia City Council about what the City was doing to address the issue of global warming, the first interdepartmental team to address climate change was formed in 1990. Based on the team’s work, the City committed to a three-part strategy to address the “challenge of global climate change,” including the reduction of greenhouse gases. Since 1990, Olympia has taken steps to reduce its municipal greenhouse gas emissions through concrete actions such as installing solar panels on city facilities, has shown its commitment to climate mitigation through participation in organizations such as the Global Covenant of Mayors and has revised its Comprehensive Plan to include climate policies.
- **Tumwater:** In 2008, Tumwater completed a Climate Action Plan, which measured and projected the city’s municipal emissions, identified existing mitigation actions, and proposed additional measures to reduce emissions from municipal operations.
- **Thurston Regional Planning Council:** In 2013, TRPC adopted *Sustainable Thurston*, which set a priority goal for the Thurston region to “move toward carbon neutrality,” and identified “find resources to work on climate change” as a first action step.



# Climate Adaptation

In 2018, TRPC adopted the [Thurston Climate Adaptation Plan](#), which includes a summary of observed and projected impacts from climate change on the Thurston region (see sidebar), a vulnerability assessment of the risks those changes pose to community goals, and a list of more than 90 actions to help our region prepare for and adjust to climate impacts. The Thurston Climate Mitigation Plan builds on that same science-based foundation, to address local contributions to the causes of climate change. Together, the two documents form a comprehensive Climate Action Plan for the Thurston Region.

THURSTON  
CLIMATE  
ADAPTATION  
PLAN

In 2019, the City of Olympia, the LOTT Clean Water Alliance, and the Port of Olympia completed the jointly funded *Olympia Sea Level Rise Response Plan*. This plan identifies the actions that are required to protect Downtown Olympia and the Port peninsula from rising seas.

## How Will Climate Change Affect the Thurston Region?

Our climate is changing in ways that will have significant implications for human and natural systems. The Thurston Climate Adaptation Plan summarized observed and projected climate change impacts, using information from the United Nations Intergovernmental Panel on Climate Change (IPCC) and the University of Washington Climate Impacts Group. This report informed a Vulnerability Assessment that identified major risks to our area from climate change:

### Outlook

The region’s average annual air temperature will continue to rise over the 21st Century. While there will continue to be variability from year to year, due in part to atmospheric cycles like El Nino and La Nina, we can generally expect to experience hotter, drier

summers and warmer, wetter winters. These changes are anticipated to worsen existing hazards—like floods, landslides, and wildfires—and introduce new threats—like invasive plants, insects, and infectious diseases.

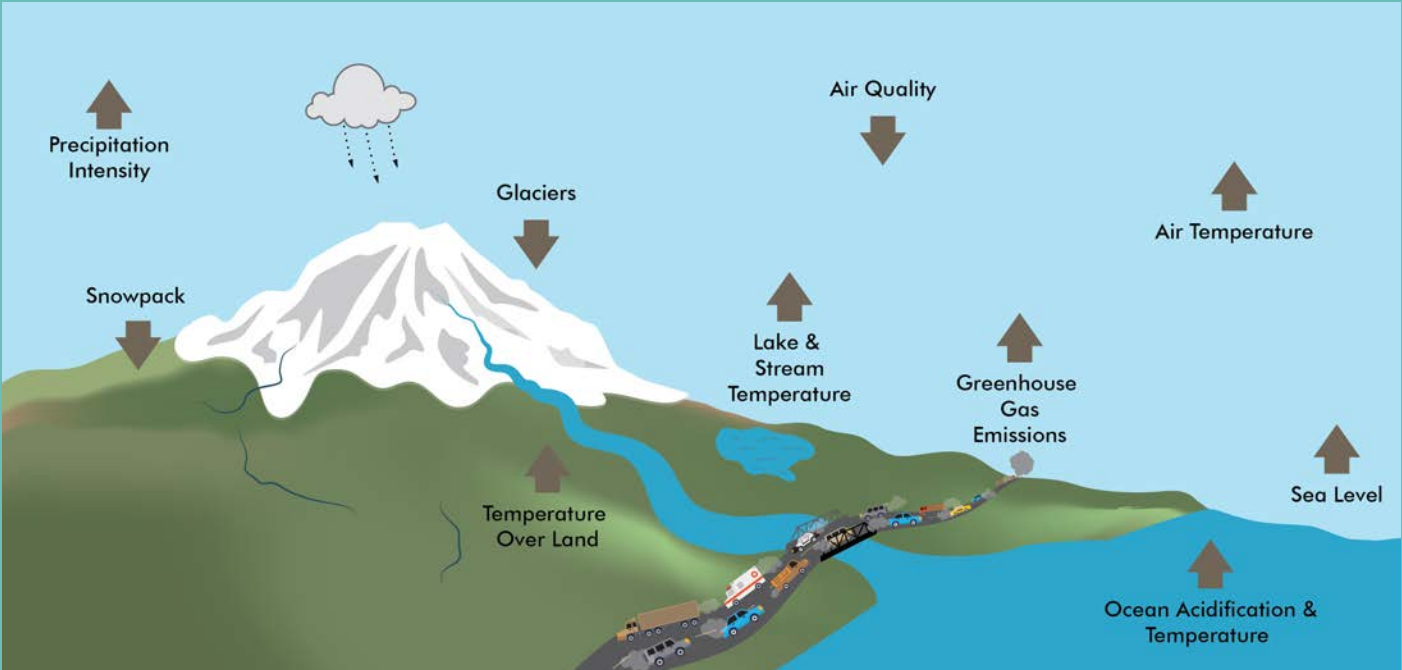
Climate scientists predict that without significant reductions in greenhouse gas emissions by the 2050s, we can expect:

- Temperature on hottest days to increase by 6.5 degrees. Our average high in August will increase to 94 degrees, from 88 degrees.
- Summer rainfall to decrease by 22 percent, and minimum streamflows in the Nisqually River to drop by 27 percent.
- More frequent rain events in winter, with the heaviest storms dropping 20 percent more precipitation.
- Less winter precipitation falling as snow, with peak river flows arriving up to a month earlier.

### Risks and Impacts

- Shrinking snowpack →→ changes streamflow timing, affecting groundwater recharge and fish habitat.
- Changing oceans (acidification and temperature) →→ threaten local subsistence and commercial fisheries.
- Rising sea levels →→ exacerbate coastal flooding and erosion, and undermine infrastructure and wells.
- Warming lakes and streams →→ threaten water quality, increase algae blooms, impacting human health and aquatic species.
- Intensifying storms →→ increase flood damage to structures and endanger people.
- Deepening droughts →→ spur water shortages, wildfires, crop and livestock losses.
- Expanding wildfires →→ endanger people and property and increase health impacts from air pollution.

Review the *Thurston Climate Adaptation Plan* for additional information on these risks and regional actions to reduce our vulnerability.



Pictured above are key indicators of the region’s changing climate. Arrows show increasing or decreasing trends, based on empirical data and modeling. Source: TRPC, adapted from image in U.S. Global Change Research Program’s (USGCRP) 2014 National Climate Assessment

# 1.3 What is in this Plan... and What is Not

The Thurston Climate Mitigation Plan is the sum of many parts completed over a more than year of conversations, research, and analysis. Those pieces include:

- A shared vision for how climate mitigation activities align with community goals. (Chapter 2—Vision, Goals, & Guiding Principles)
- An understanding of the activities in our community that contribute greenhouse gas emissions that cause climate change. (Chapter 3—Background)
- A list of communitywide strategies and actions that aim to lower greenhouse gas emissions and help our region progress toward adopted reduction targets. (Chapter 5—Strategies & Actions)
- An estimate of how those strategies and actions can—collectively—enable our region to achieve the substantial emission reductions targeted by the four partner jurisdictions. (Chapter 4—Plan Development, Section 4.4 – Emissions Target Analysis)
- A strategy for implementing climate mitigation actions (Chapter 6—Implementation Strategy)

Taken together, the Thurston Climate Mitigation Plan lays out a road map for continuing regional collaboration on reducing local contributions to climate change.

This plan is not a decision-making document under the State Environmental Policy Act. It is intended to provide perspective on the challenge of meeting emission reduction goals and provide a selection of actions that, if implemented, would help achieve these goals.

## More to Learn

While we learned a lot, this process also revealed many gaps in our knowledge that we'll need to fill as we move ahead. This plan is intended to provide Thurston County and the cities of Lacey, Olympia, and Tumwater with a framework of solid strategies that will guide next steps, not lock them into specific tasks that may not make sense as we work out the details. We'll need to do more to understand the potential costs of actions, how they may impact different parts of our community, and the tools and resources available to get the work done. We'll need to better understand and quantify the role carbon sequestration can play in our overall strategy. We'll need to continue listening to what our community needs and wants and bring even more voices into those conversations.

We completed this plan as the Thurston region grappled with the impact of the COVID-19 pandemic. This global public health emergency has revealed how fast, and how thoroughly, our expectations about the future can be upended. Our analysis is based on assumptions about what the future will look like and what we can or cannot do to change it. However, in the coming years, new laws, technologies, scientific discoveries, and economic and social disruptions (including disruptions from climate impacts) will undoubtedly shake up the options available to us for addressing climate change in ways we can't predict today. These changes have the potential to unlock new solutions, if we are prepared to respond with flexibility and creativity. The project partners acknowledge that successful implementation will require adapting to changing conditions and new information as we go.

We also recognize that though this plan focuses on what local governments can do to reduce greenhouse gas emissions, that is only a portion of the change that will be needed across our society to avoid the most severe impacts of climate change. According to a recent survey, while seven in ten Americans say they wish there were more they could do to combat climate change, more than half say they don't know where to start<sup>1</sup>. Throughout this plan, we highlight climate mitigation efforts already underway in our community. These examples demonstrate just a fraction of the incredible energy and ingenuity that people in the Thurston region are bringing to this challenge.

Climate change is a global threat that has no borders. It will take meaningful action from governments and individuals across the country and around the world to change course. The Thurston region makes up just a small portion

of that large puzzle. But by starting locally, we can do our part and show others the way. Our action, when multiplied by millions, can change the world. The four jurisdictions involved in this plan recognize that though they bring different perspectives and priorities to this challenge, by working together, we can amplify our impact. Together, we can build a more resilient, sustainable, and equitable future.

## What We Heard...

*"None of us will have a future if we don't save our planet, which is why we are demanding:*

- 1. Major legislation be passed to combat climate change at state and local levels.*
- 2. Adopt practices to shift our country to 100% clean, renewable, and net-zero emission energy sources through a fair and just transition for all communities and workers.*
- 3. Declare the climate crisis a national emergency, because that's what it is.*

*We will continue to demand these things, and if adults don't listen, trust me, I'm prepared to yell louder."*

*-- Elyanna Calle,  
Timberline High School student,  
organizer of the 2019 Olympia Climate Strike*

<sup>1</sup> American Psychological Association, February 2020.



## 2. Vision, Goals, and Guiding Principles

View of the Capitol Dome and Black Hills.  
Source: TRPC

**“Thurston County, Lacey, Olympia, and Tumwater, and neighboring tribes recognize the urgent threat and opportunity that climate change poses to our community’s economy, public health, public safety, and environment. We will work together to identify and boldly implement the most effective, efficient, and equitable actions to reduce locally generated greenhouse gas emissions to protect current and future generations from the most severe impacts of climate change.”**

– Vision Statement,  
Thurston Climate Mitigation Plan



Climate Advisory Workgroup Members' most frequently used terms when asked, "What do you hope the Thurston Climate Mitigation Plan will Accomplish?"



# MITIGATION

# ADAPTATION

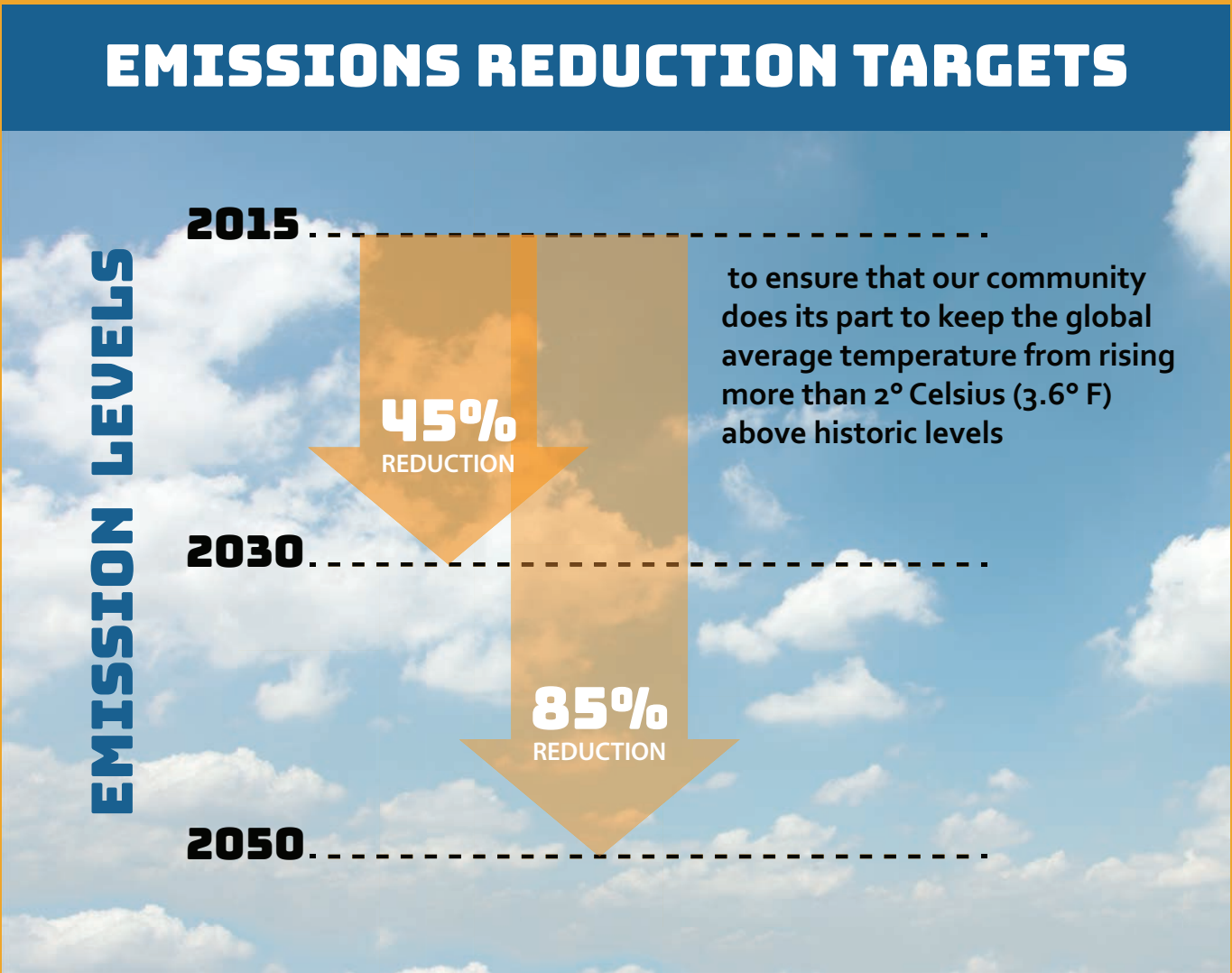
# 2.2 Emissions Targets and Project Goals

The primary focus of the *Thurston Climate Mitigation Plan* is to identify actions that will enable our region to work collectively to minimize the causes of climate change. To that end, in 2018 the four jurisdictions adopted shared emissions reduction targets (Appendix 10.1). These targets are in line with those set by other countries and communities around the world and ensure that our community does its part to address global climate change.

## Emissions Reduction Target

Reduce net communitywide greenhouse gas emissions 45% below 2015 levels by 2030 and 85% below 2015 levels by 2050 to ensure that our community does its part to keep the global average temperature from rising more than 2° Celsius (3.6° F) above historic levels.

Along with the emissions targets, the Steering Committee adopted regional goals that emphasize the co-benefits of climate action in supporting the strength and resilience of the broader community. These 12 goals are drawn from TRPC’s 2013 *Creating Places—Preserving Spaces: A Sustainable Development Plan for the Thurston Region* (Sustainable Thurston), and guided the *Thurston Climate Adaptation Plan*.



## REGIONAL GOALS

- 1** Create vibrant centers, corridors, and neighborhoods while accommodating growth.

**2** Preserve environmentally sensitive lands, farmlands, forest lands, prairies, and rural lands, and develop compact urban areas.

**3** Create a robust economy.

**4** Protect and improve water quality, including groundwater, rivers, streams, lakes and Puget Sound.

**5** Plan and act toward zero waste in the region.

**6** Ensure that residents have the resources to meet their daily needs.
- 7** Support a local food system to increase community resilience, health and economic prosperity.

**8** Ensure that the region’s water supply sustains people in perpetuity while protecting the environment.

**9** Move toward a carbon-neutral community.

**10** Maintain air quality standards.

**11** Provide opportunities for everyone in the Thurston Region to learn about and practice sustainability.

**12** Make strategic investments to advance sustainability regionally.



## How do our emissions reduction targets compare to international and state targets?

In 2014, the Intergovernmental Panel on Climate Change (IPCC) concluded that the United States and other industrialized countries need to reduce emissions 85-90 percent from 1990 levels by 2050 to stabilize atmospheric concentrations of carbon dioxide and other heat-trapping gases at 450 parts per million. Achieving this target will likely keep the global average temperature from rising 2° Celsius above pre-industrial levels by the end of this century, and thus avoid the most severe climate impacts. These are the goals that were included in the 2016 Paris Agreement, which has been signed by 194 individual countries and the European Union. The IPCC has further recommended that countries aim to limit global warming to 1.5° Celsius by accelerating reductions in the coming decades—reducing emissions by 45 percent from 2010 levels by 2030 and achieving “net zero” by 2050.

In 2020, as this plan was being developed, Washington State adopted updated greenhouse gas emission limits for consistency with the most recent science assessments:

- By 2020, reduce emission to 1990 levels
- By 2030, reduce to 45 percent below 1990 levels
- By 2040, reduce to 70 percent below 1990 levels
- By 2050, reduce to 95 percent below 1990 levels, and achieve net zero greenhouse gas emissions

Washington State also adopted strong emission reduction targets for the operation of state agencies, many of which are based in Thurston region, and make up a significant portion of the local employment base.

During the public review period, many commenters requested that the region consider adopting a carbon neutrality target and commit to a more aggressive reduction in emissions. While a route to carbon neutrality was not assessed as part of the analysis for this plan, such a target could be considered as a stretch goal that reaches beyond the targets adopted for the region. For example, in 2019 the City of Olympia worked with local youth to adopt a Climate Inheritance Resolution, which set a goal to achieve net-zero emissions by 2040. Successful implementation of this plan will include periodically reviewing and revising its goals and targets as new information changes our understanding of the best routes to address climate impacts. Going forward, actions at the state, national, and international level will influence the Thurston region’s ability to achieve our goals locally.

## 2.3 Guiding Principles

In addition to the project goals, ten guiding principles governed the planning process. These principles built on those from the *Thurston Climate Adaptation Plan* and influenced all pieces of this climate mitigation strategy.

1. **Holistic.** Think in terms of multiple generations and connected built and natural systems, as well as view local and regional decisions through the lens of social, economic, and environmental sustainability.
2. **Action-oriented.** Develop actions and strategies that are meaningful and realistic: go beyond general guidance to identify the specific steps needed to make changes that are effective at reducing greenhouse gas emissions below the emission targets.
3. **Adaptive.** Consider both the short- and long-term impacts of climate change, regularly report on progress, and review and revise targets and approaches as needed to address emerging information about the timing and severity of climate impacts or the effectiveness of policies.
4. **Co-benefits.** Identify and leverage climate change mitigation strategies and actions that offer other benefits to the community, such as increasing resilience or access to resources, reducing energy or other costs, improving health outcomes, or addressing equity.
5. **Science-based.** Utilize sound scientific research, modeling, economic analysis, and other tools to understand the outcomes of strategies to reduce greenhouse gas emissions.
6. **Track record.** Incorporate and complement work produced by others, including successful examples from existing local and regional climate action plans.
7. **Equity.** Consider how the costs and benefits of mitigation actions will be shared across all communities: including both urban and rural areas, low-income households, communities of color, and other populations that historically have been impacted by environmental hazards or are otherwise vulnerable to climate impacts.
8. **Tribal sovereignty.** Recognize and support protection of local indigenous tribes’ community health and well-being, including natural resources security and self-determination.
9. **Public engagement.** Seek broad community input, educate residents about climate change, and inspire them to take action.
10. **Readiness.** Consider and prioritize strategies that can be launched and realized quickly using existing resources and/or networks.

### What We Heard...

*“Strategies that center our tribes—Squaxin Island, Nisqually, Chehalis”*

Comment at  
Olympia Arts Walk

*“Create realistic list of actions that individuals can do to help.”*

Response on  
community  
questionnaire

*“Make sure that all residents of the county, regardless of income levels or background, can participate in the clean energy economy and benefit from it.”*

Response on community questionnaire

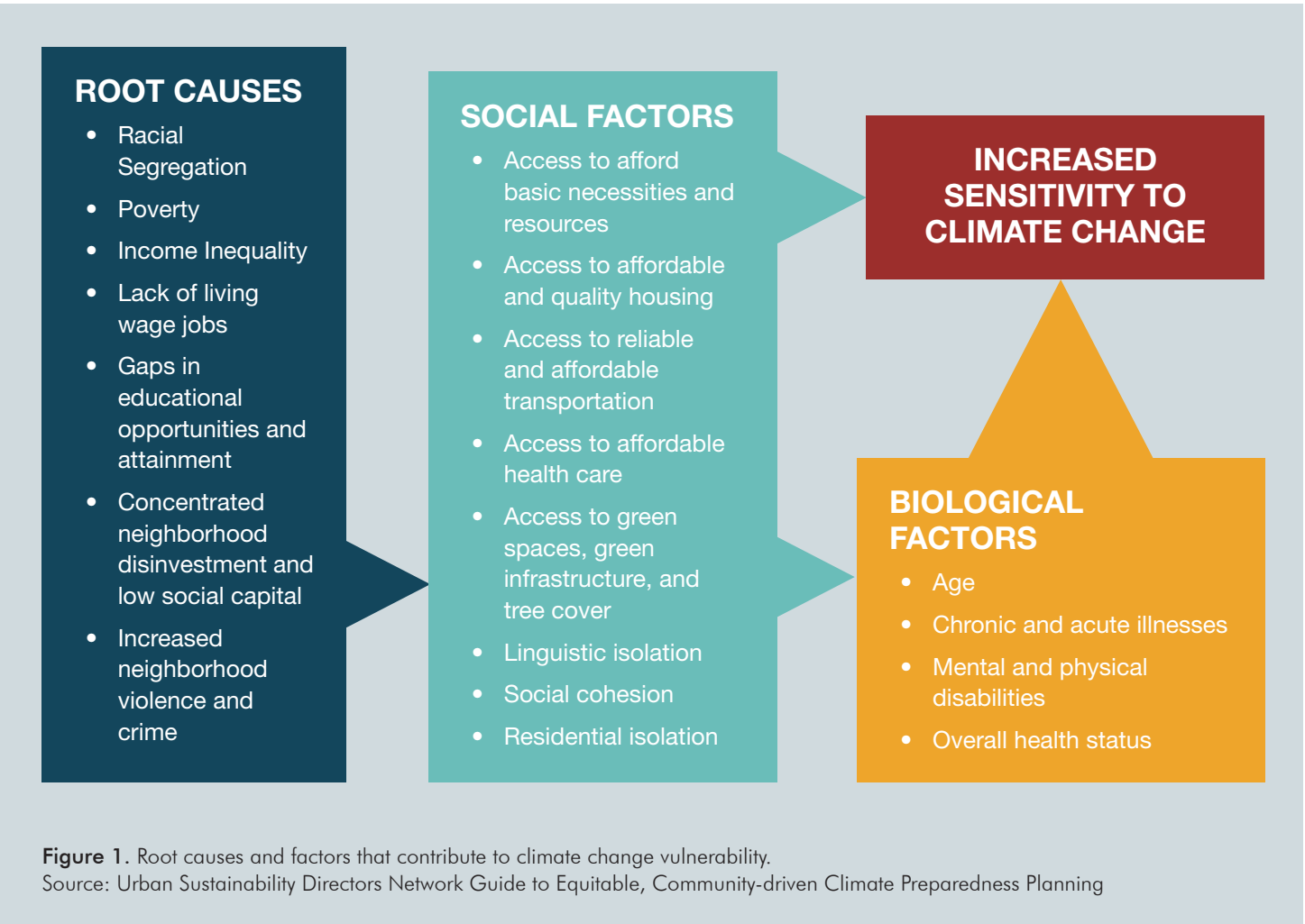
# 2.4 Equity and Climate Action

Climate change and climate action have the potential to reshape our society in ways that either worsen existing inequalities or that uplift and strengthen the most vulnerable in our community. Solutions to reduce greenhouse gas emissions can impact all aspects of people’s lives and, if ill-designed, can leave many behind. Equity was one of the guiding principles that informed the development of the *Thurston Climate Mitigation Plan*. The project partners recognize that addressing the challenge of climate change will need to occur in tandem with uprooting the legacies of racism and other systemic inequalities that undermine the vision for our region as one that supports and provides opportunities for all. Climate mitigation action cannot occur in isolation from our region’s work to address housing affordability, health, and economic disparities. This section reviews how equity was considered in the planning process—it was added in response to comment during the public review period and refers to pieces of the plan that are described more fully in later sections.

## What is Climate Equity?

When people say climate action should be equitable, they can mean multiple things. A 2014 report by the Urban Sustainability Directors Network defined equity in the following way: “Equity in sustainability incorporates procedures, the distribution of benefits and burdens, structural accountability, and generational impact. This includes:

- **Procedural Equity**—inclusive, accessible, authentic engagement and representation in processes to develop or implement sustainability programs and policies.
- **Distributional Equity**—sustainability programs and policies result in fair distributions of benefits and burdens across all segments of a community, prioritizing those with highest need.
- **Structural Equity**—sustainability decision-makers institutionalize accountability; decisions are made with a recognition of the historical, cultural, and institutional dynamics and structures that have routinely advantaged privileged groups in society and resulted in chronic, cumulative disadvantage for subordinated groups.
- **Transgenerational Equity**—sustainability decisions consider generational impacts and don’t result in unfair burdens on future generations.”



Though climate change affects everyone, not all people are impacted equally. Communities of color, immigrants, lower-income populations, and the elderly are often more vulnerable to climate impacts like increased heat, flooding, food insecurity, and air quality impacts. The same people may experience multiple, overlapping structural, social, and biological factors that limit their ability to respond and adapt to climate change (see Figure 1). The result is that populations that have contributed the least to create the climate crisis, are set to bear the greatest burden of its impacts. The vision of the *Thurston Climate Mitigation Plan* begins with the principle that it is our responsibility to do our part to protect vulnerable communities by reducing our local contributions to climate change.

The *Thurston Climate Mitigation Plan* addressed several facets of equity in its development:

- **Procedural**—The planning process involved broad outreach to a wide variety of groups as well as key audiences, including tribes, communities of color, low income, and rural communities. The planning team used a variety of methods to provide opportunities for people to engage in the work, such as by offering representation on the Climate Advisory Workgroup, hosting information booths at community fairs, asking for interviews with key representatives, and reaching out to community liaisons. TRPC recorded and posted online all meeting materials to enable people to participate at convenient times and offered translation of materials on request. Despite these opportunities, not all facets of the community were well represented among those who participated. Going forward, regional partners can improve in this area by continuing to build authentic relationships with key contacts for populations often left out of planning decisions and by investing time and resources in building the capacity for climate leadership among different sectors of the community.
- **Distributional**—The multicriteria analysis (see Section 4.3 or Appendix 10.4) included an assessment of how well each action supported social equity as a co-benefit, by asking whether the action would either:
  - “Ensure that residents have the resources to meet their daily needs;” or
  - “Increase equal distribution of or access to housing, financial incentives, open space, economic opportunity, or other resources, among disadvantaged or marginalized communities.”

This criterion was interpreted narrowly, and only applied to actions that explicitly offered greater benefits to a marginalized community, rather than to actions that may affect such populations indirectly. In practice, limiting the application of actions to certain groups often meant the action would have a smaller scope for reducing greenhouse gases. The Climate Advisory Workgroup and Steering Committee agreed it will be more meaningful to consider and address equity impacts as actions are implemented, than to use equity to filter actions that reduce greenhouse gases. Costs and benefits for a subset of priority actions, and the distribution of those costs and benefits, will be considered in a supplemental analysis that will be completed in mid-2021.

- **Structural**—The project partners identified a need to better identify and understand the existing inequities in our region that contribute to climate vulnerability (Action G4.4) and the need to incorporate those social costs into decisionmaking (Action G4.6) as two of the priority actions included in this plan. Several climate-equity indicators are included in the Monitoring Protocol developed for the plan (Appendix 10.7) to track and monitor how our region integrates equity considerations into climate action.

- **Transgenerational**—The Steering Committee acknowledges a responsibility for future generations in the vision for this plan, and youth perspectives were represented throughout the process. A youth representative served on the Climate Advisory Committee and youth and educator priorities were one of the factors used to identify priority actions for the plan in the multicriteria analysis (see Section 4.3 or Appendix 10.4).

In addition, the *Thurston Climate Mitigation Plan* identifies strategies and actions that can support low income and marginalized communities while reducing greenhouse gas emissions, including in the areas of:

- **Transportation**—Focus on building out a transportation network that enables people to get where they need to go through modes like biking, walking, and transit rather than requiring dependence on a personal vehicle. (Strategies T1, T4, and T5)
- **Housing**—Support for more and greater varieties of housing in urban hubs and along transit corridors, paired with anti-displacement policies to maintain affordable housing options. (Strategy T1)
- **Energy costs**—Increased financing options for energy efficiency improvements that reduce energy costs, especially in rental housing, which disproportionately serves lower income and people of color. (Strategy B1)
- **Green technology**—Increased access to emission-reducing technologies like solar infrastructure and electric vehicles. (Strategies B5, and T3)
- **Health**—Policies that support clean outdoor and indoor air, clean water, access to greenspace, and areas for recreation and physical exercise. (Strategies B6, T1, T2, T5, and A6)

A key principle to embrace as we move forward is that everybody has the right to take part in building a climate forward region. Communities of color, lower income, and otherwise disadvantaged groups are at higher risk of being left behind or harmed, but they can benefit the most from climate solutions that improve livelihoods, services, and human health. Delivering an equitable approach to mitigating climate change will require that policymakers be deliberate in how they shape climate actions, and a focus on equity should continue to guide climate action in the Thurston region.



### 3. Background

**“Pathways limiting global warming to 1.5°C with no or limited overshoot would require rapid and far-reaching transitions in energy, land, urban and infrastructure (including transport and buildings), and industrial systems. These systems transitions are unprecedented in terms of scale, but not necessarily in terms of speed, and imply deep emissions reductions in all sectors, a wide portfolio of mitigation options and a significant upscaling of investments in those options.”**

IPCC, 2018

Traffic flows along Martin Way, one of the region's major transportation corridors. Source: Thurston County Public Works.



Every kilowatt we use, mile we travel, and ounce of food and waste we produce contributes —either directly or indirectly—to our carbon footprint. As the Thurston region grows, more buildings, more vehicles, and more demand for goods and services come at a cost we’ll eventually pay in impacts from climate change. Bringing down concentrations of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), and other heat-trapping gases in the atmosphere is the most important action we can take to slow the warming of our planet. That’s why the *Thurston Climate Mitigation Plan* sets ambitious goals to reduce local generation of greenhouse gases. This chapter describes what we know about our current contributions to climate change and presents success stories of how our community is already working to reduce our impact.

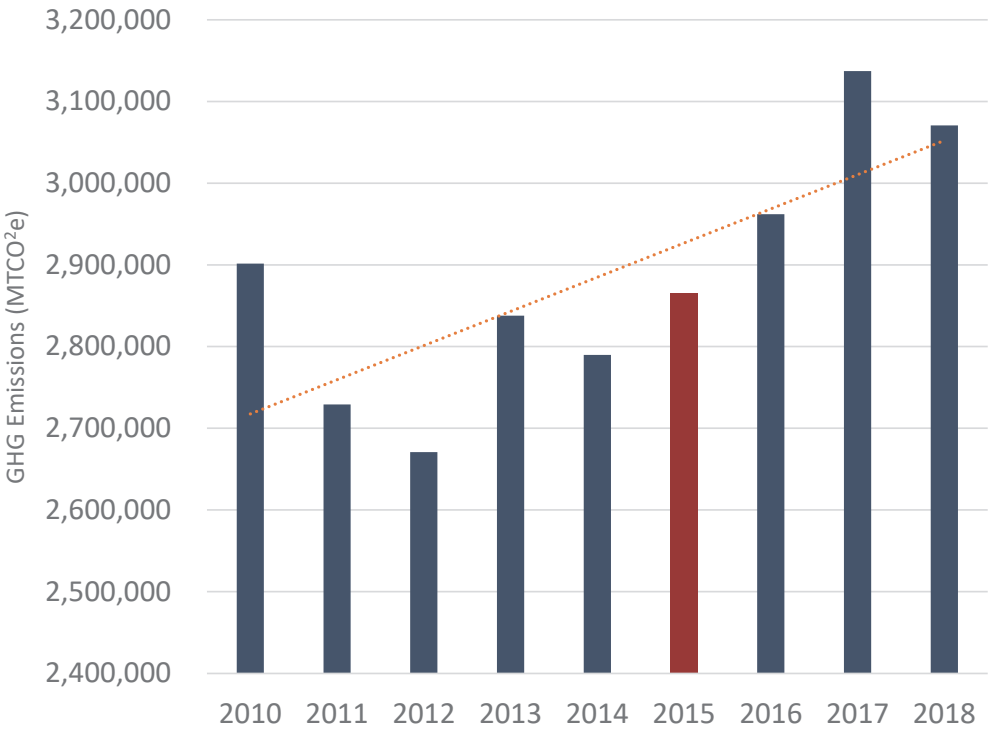
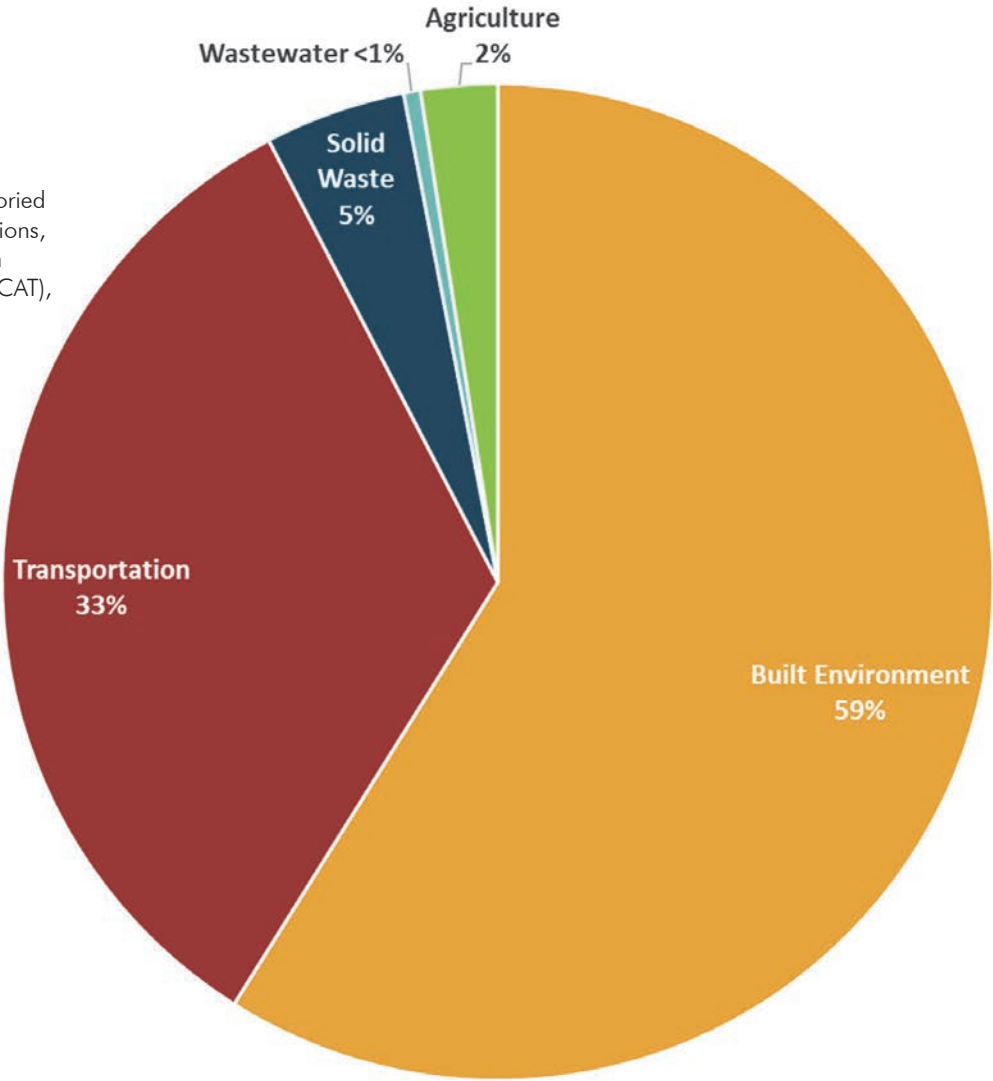
# 3.1 Greenhouse Gas Emissions

Sources of greenhouse gas emissions in the Thurston region include:

- **Buildings and energy**, including electricity and natural gas consumption.
- **Transportation and land use**, including fuels used to power vehicle travel.
- **Waste and wastewater**, including solid waste management and wastewater treatment.
- **Agriculture and forests**, including animal farming and land fertilization.
- Other sources such as refrigerant use, street lighting, and land clearing.

Currently, the majority of our region’s inventoried contributions to climate change come from powering, heating, and cooling our buildings and driving vehicles. The built environment and transportation account for 90 percent of the Thurston region’s total measured emissions. Emissions related to solid waste disposal, wastewater treatment, and agriculture also contribute to the region’s total, but a much smaller percentage. Some sources of greenhouse gases—including emissions from refrigerant leakage, land use practices, and products manufactured outside the Thurston region—currently are not measured or included in our regional inventory (see “Greenhouse Gas Inventory” or Appendix 10.2).

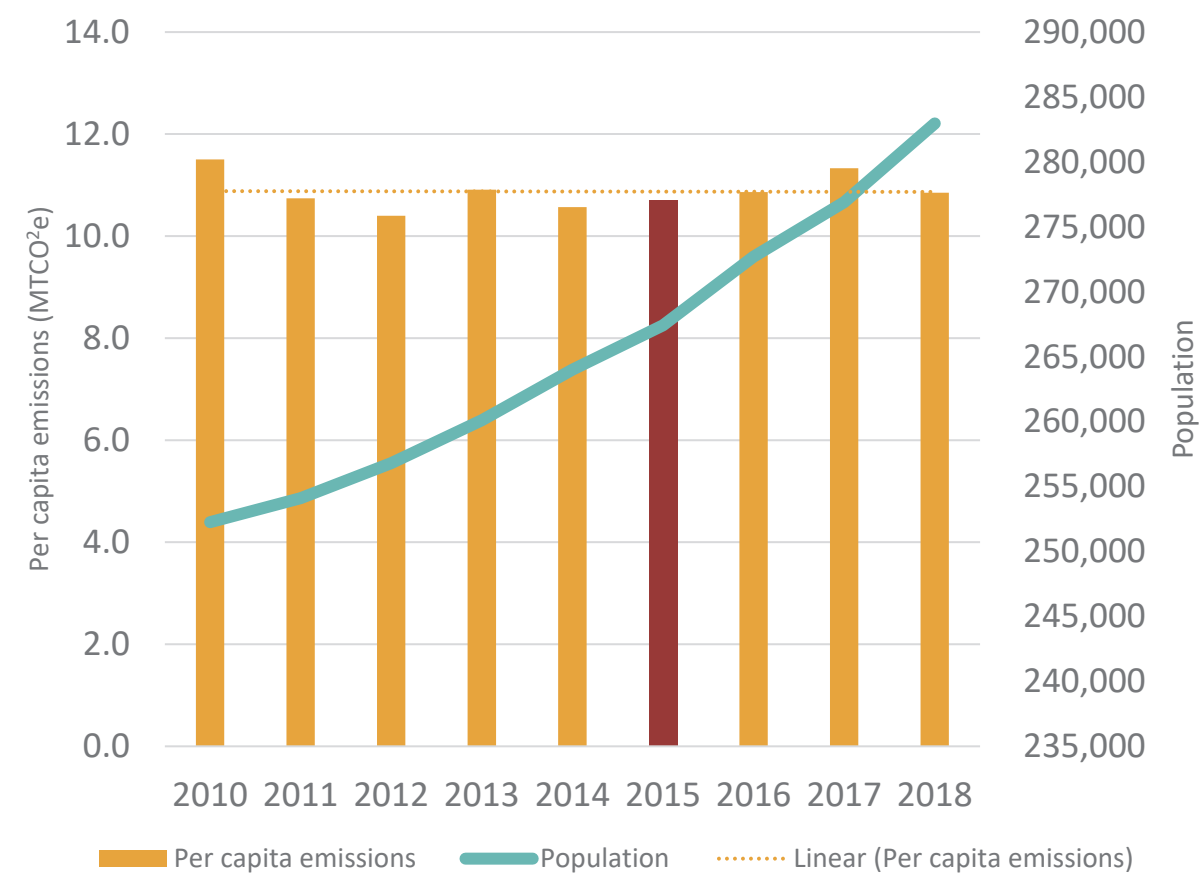
**Figure 2.** Sources of Thurston County Inventoried Greenhouse Gas Emissions, 2018. Source: Thurston Climate Action Team (TCAT), 2020



**Figure 3.** Total Thurston County Greenhouse Gas Emissions, 2010-2018. The baseline target year 2015 is highlighted. Source: TCAT, 2020.

The Thurston region’s total measured carbon footprint in 2018 was more than three million metric tons of carbon dioxide equivalent (MTCO<sub>2</sub>e)—that amount is equivalent to the emissions from more than 650,000 passenger vehicles in a year. While annual emissions have fluctuated over the past decade, our total emissions increased over time—including by more than seven percent since our target baseline year 2015. This upward trend will make our emissions targets that much more challenging to reach.

On a per-capita basis, each Thurston region resident emitted an average of 11 MTCO<sub>2</sub>e in 2018. A Thurston region resident contributes fewer emissions than the average residents of Washington State as a whole, and less than the average American, but more than the average residents of King, Kitsap, Pierce, and Snohomish Counties. While emissions per person has held relatively steady over the past decade, Thurston County is one of the fastest growing regions in Washington. That population growth accounts for some of our increases in emissions.



**Figure 4.** Thurston County Per Capita Emissions and Population, 2010-2018. The Baseline Target Year 2015 is Highlighted. Source: TCAT, 2020.

# Greenhouse Gas Inventory

The Thurston Climate Action Team (TCAT) has tracked our regional carbon footprint regularly since 2010. TCAT is a local non-profit made up of experts and members of the public who develop data and advocate for climate change action in our community. TCAT uses a protocol developed by the International Council of Local Environmental Initiatives (ICLEI) and the World Resources Institute to calculate our regional carbon footprint. (Greenhouse Gas Inventory, Appendix 10.2)

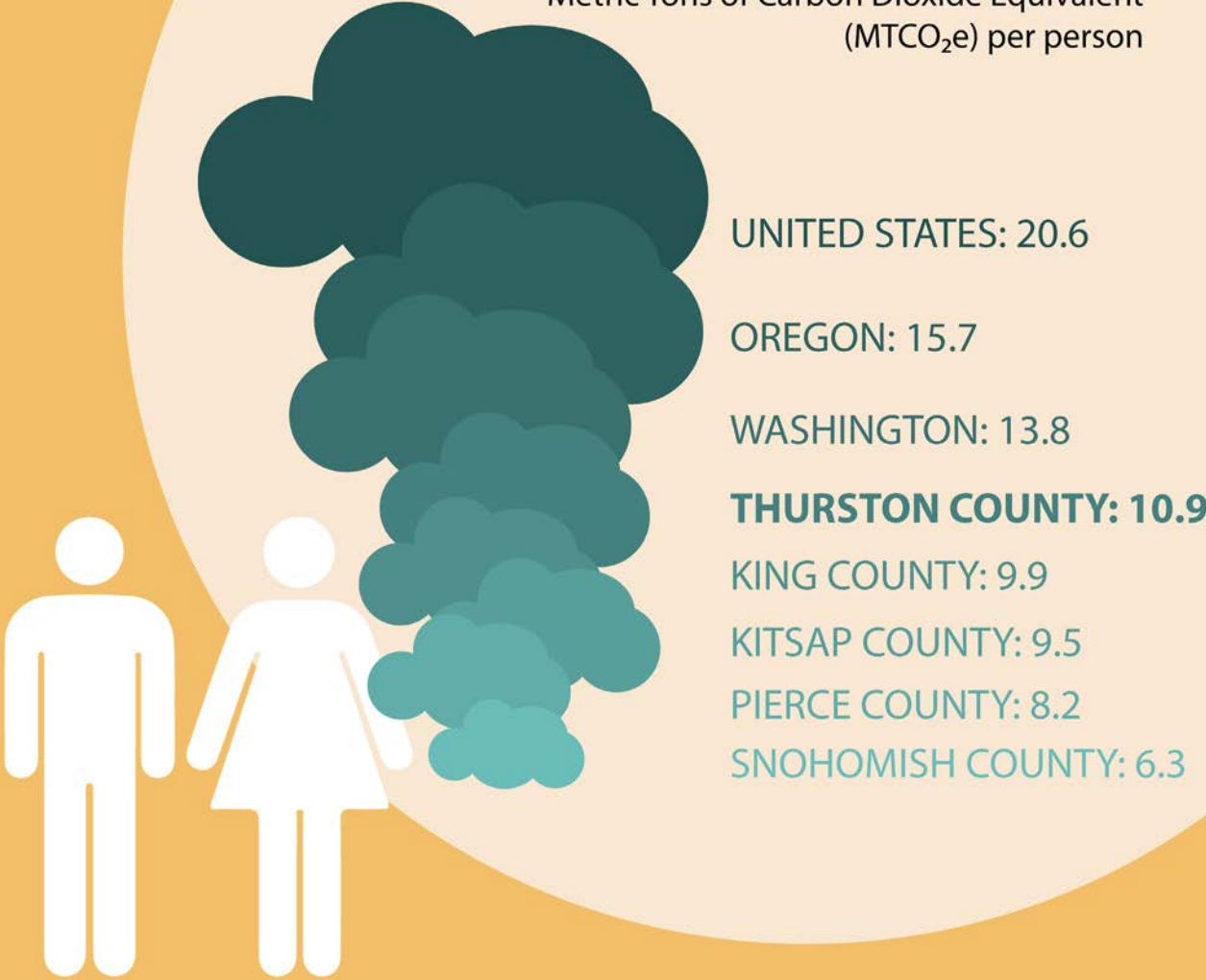
## What about emissions from goods and other sources produced outside the Thurston region?

The method TCAT currently uses to develop the Greenhouse Gas Inventory only tracks emissions from activities that occur within the Thurston region. That means it does not measure the impact of many choices made by people in the Thurston region that contribute to global emissions, such as travel beyond the county boundary (including all air travel) and goods purchased and consumed here that are manufactured elsewhere. This is why solid waste and agriculture make up such a small proportion of the current emissions inventory. A full account of the community’s climate impact should recognize these consumption-based emissions. While TCAT currently lacks a reliable way to accurately measure consumption-based emissions, the partners involved in this project recognize the large role they play in our region’s carbon footprint. These activities may be incorporated into future updates of the plan as better information becomes available.



# HOW DO WE COMPARE?

Metric Tons of Carbon Dioxide Equivalent (MTCO<sub>2</sub>e) per person



While per-capita emissions increased only 2 percent since our 2015 baseline year, the population of Thurston County increased 6 percent over the same period, and total emissions increased by 7 percent.

# 3.2 Emissions Sectors

We can't mitigate climate change if we don't know what behaviors and choices need to change. What activities are contributing the most to our regional carbon footprint? The following sections describe key sectors in more detail to help identify our options to reduce regional greenhouse gas emissions and help to limit climate change impacts.

## Buildings and Energy

When we turn on the lights, turn up the heat, or power up an appliance in our homes and workplaces, we are tapping some source of energy. The Buildings and Energy sector includes the generation, transmission, and distribution of electricity and natural gas for heating, cooling, lighting, and other uses. Greenhouse gases are released during the combustion of fossil fuels—such as coal, oil, and natural gas—to heat buildings and produce electricity.

- The buildings and energy sector is the greatest contributor to emissions in the Thurston region, accounting for around 60 percent of total emissions. Residential buildings are the largest source of emissions within this sector, followed by commercial and government buildings, industrial facilities, and outdoor area lighting including street lights.
- Electricity accounts for the largest portion of this sector's emissions—about 76 percent. Most Thurston region residents get electricity from Puget Sound Energy, and coal-fired power plants make up over a third of the utility's current fuel mix (see "Greening Our Grid" on the following page).
- Natural gas is the second biggest portion of emissions at 21 percent, and a growing proportion. Other fuels such as fuel oil, liquid petroleum gas (LPG), and wood make up a much smaller part—about 3 percent combined.

Reducing emissions from this sector will require shifting away from using dirtier fuels like coal and natural gas for electricity and heating by expanding renewable energy generation and use, as well as improvements in building materials and management that increase energy efficiency. Engaging and empowering individuals and organizations to make changes in the way they use energy can also lead to considerable reductions, and actions related to demand response can reduce energy emissions during peak times, which in turn allows utilities to rely less on their dirtiest power sources.



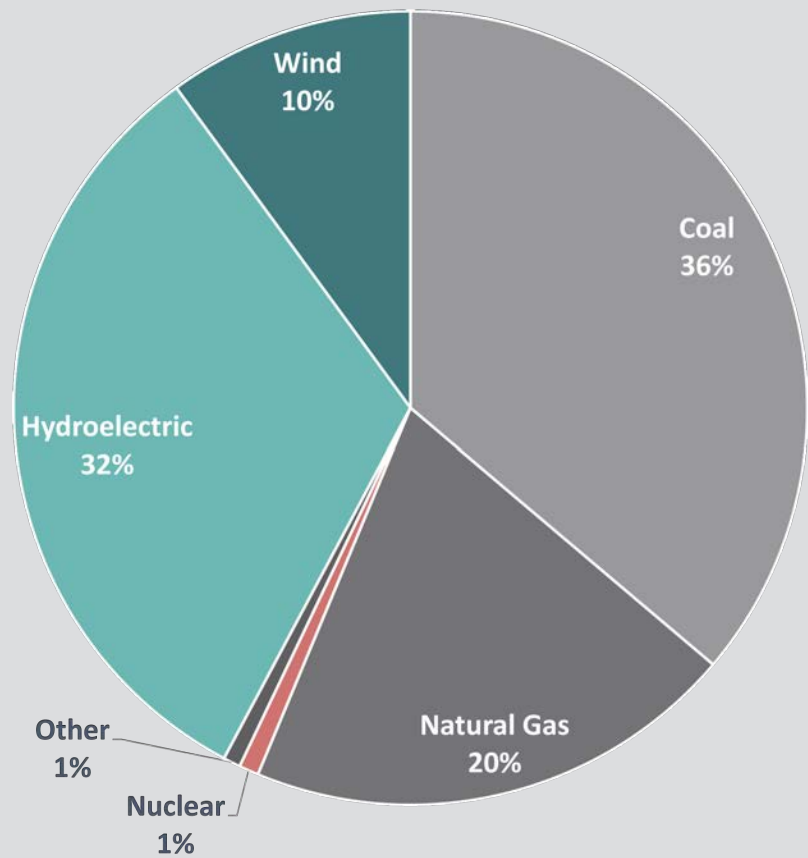


# Greening Our Grid

Most people in the Thurston region get electricity from Puget Sound Energy, which uses a mix of different fuel sources to provide a reliable source of power to its customers. Hydroelectricity has long produced a portion of that energy mix, and renewable sources like wind are increasing, but fossil fuels like coal and natural gas still supply the majority of power to our electrical grid. This reliance on fossil fuels leads to the high levels of emissions we see from use of electricity in our building sector. (Note that this section only refers to natural gas that is part of the fuel mix for electricity. Puget Sound Energy also supplies natural gas directly to customers for heating and cooking—emissions from this source are included in the emissions from the built environment sector shown in Figure 2.)

In 2019, Washington State passed the Clean Energy Transformation Act (CETA), which sets milestones for utilities such as Puget Sound Energy to transition toward a clean fuel standard. Under CETA, utilities must eliminate coal-fired electricity from their mix by 2025, become greenhouse-gas neutral by 2030 (using offsets, if necessary), and provide 100 percent renewable energy by 2045. Other recent state legislation lays out steps toward production of renewable natural gas and greater energy efficiency.

Supporting the transition of our electrical grid to clean energy is one of the most powerful things we can do locally to achieve our greenhouse gas reduction targets (see Chapter 6—Implementation Strategy).



**Figure 5.** Puget Sound Energy 2018 Electricity Fuel Mix. Source: Washington Department of Commerce and Puget Sound Energy

## SUCCESS STORY: Climate Change Mitigation by Increasing Efficiency and Equity

The Community Action Council of Lewis, Mason, and Thurston Counties is a regional non-profit whose Weatherization Program helps low-income households make their homes more energy efficient. Weatherization efforts can include weather-stripping and caulking to improve air seals, installing or replacing insulation, replacing windows, and similar repairs. The Weatherization Program helps these households decrease energy use by providing many services free of charge. Lower income populations are more likely to experience respiratory illnesses, like asthma and chronic obstructive pulmonary disease (COPD). This work also supports the health and safety of families by helping identify and repair heating system troubles and indoor air quality issues. Programs like this one reduce our local contributions to climate change while also increasing the distribution of resources among people who might otherwise find energy efficiency improvements out of their reach.



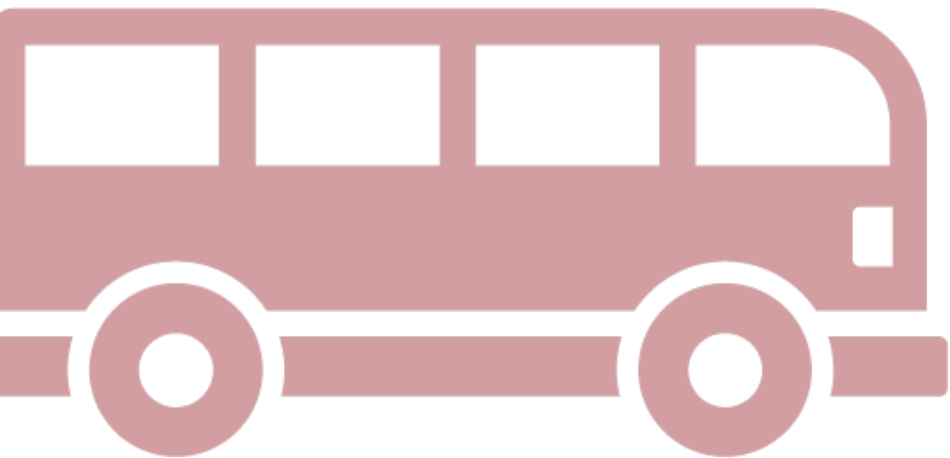


# Transportation and Land Use

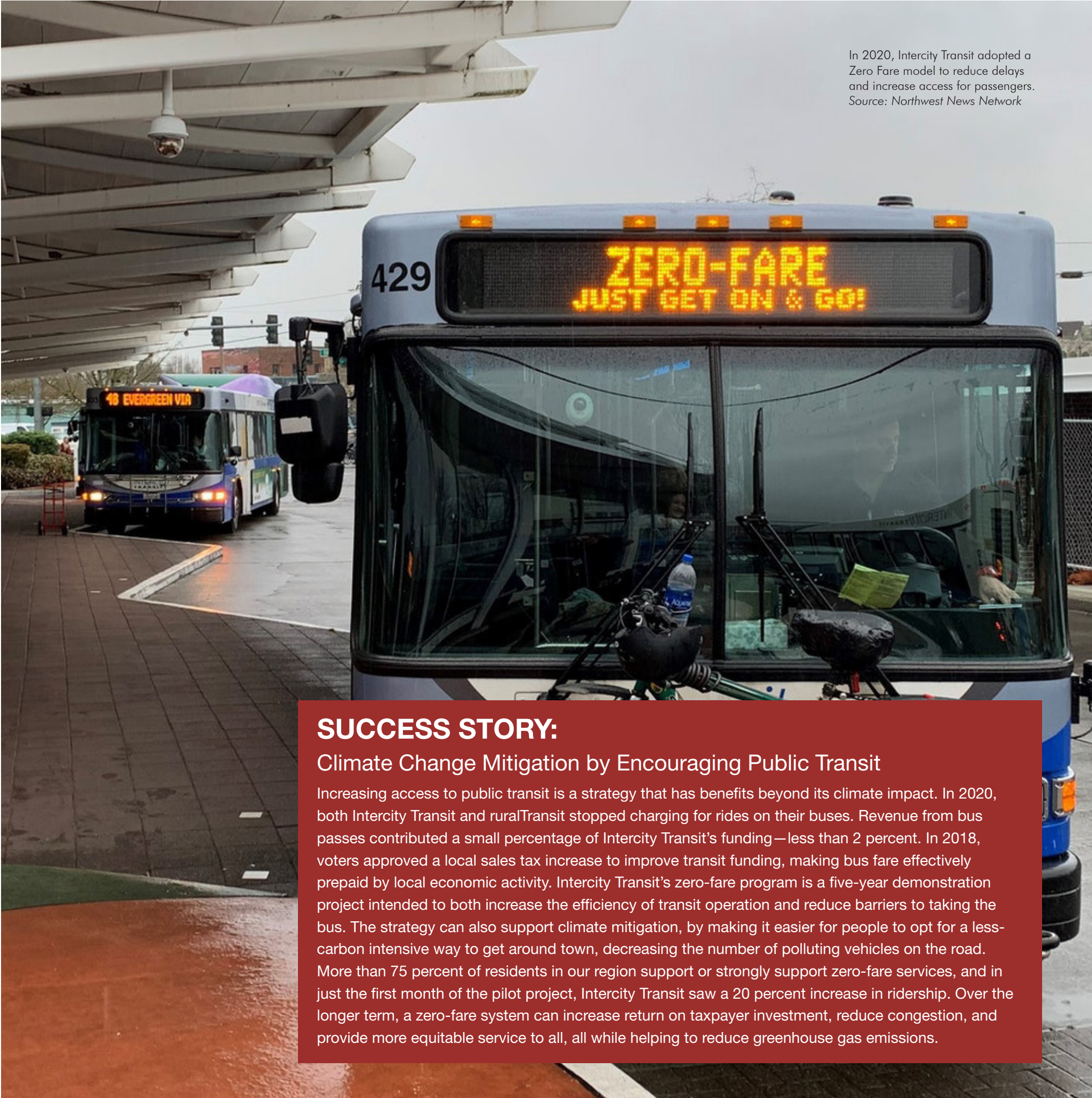
Moving people and goods efficiently is a key function of a thriving community. However, all that driving, and sitting in traffic, adds up to a big emission bill we'll pay in climate impacts. The majority of greenhouse gas emissions from transportation result from the use of fossil fuel-based products, like gasoline, in internal combustion engines.

- Transportation is the second largest source of emissions in our region (33 percent). Passenger vehicles are the largest source of on-road emissions, followed by heavy duty trucks, and commercial vehicles.
- Regional transit options like buses and vanpools make up less than one percent of transportation-related emissions.

As the Thurston region continues to grow, low-emission transportation will become even more important. This will require that we drive less, telework more, use more fuel-efficient vehicles, and promote alternative forms of travel, like biking and walking. Focusing a high proportion of future development in urban centers and along major transportation corridors, and reducing sprawl can help support this transition.



In 2020, Intercity Transit adopted a Zero Fare model to reduce delays and increase access for passengers. Source: Northwest News Network



## SUCCESS STORY: Climate Change Mitigation by Encouraging Public Transit

Increasing access to public transit is a strategy that has benefits beyond its climate impact. In 2020, both Intercity Transit and ruralTransit stopped charging for rides on their buses. Revenue from bus passes contributed a small percentage of Intercity Transit’s funding—less than 2 percent. In 2018, voters approved a local sales tax increase to improve transit funding, making bus fare effectively prepaid by local economic activity. Intercity Transit’s zero-fare program is a five-year demonstration project intended to both increase the efficiency of transit operation and reduce barriers to taking the bus. The strategy can also support climate mitigation, by making it easier for people to opt for a less-carbon intensive way to get around town, decreasing the number of polluting vehicles on the road. More than 75 percent of residents in our region support or strongly support zero-fare services, and in just the first month of the pilot project, Intercity Transit saw a 20 percent increase in ridership. Over the longer term, a zero-fare system can increase return on taxpayer investment, reduce congestion, and provide more equitable service to all, all while helping to reduce greenhouse gas emissions.



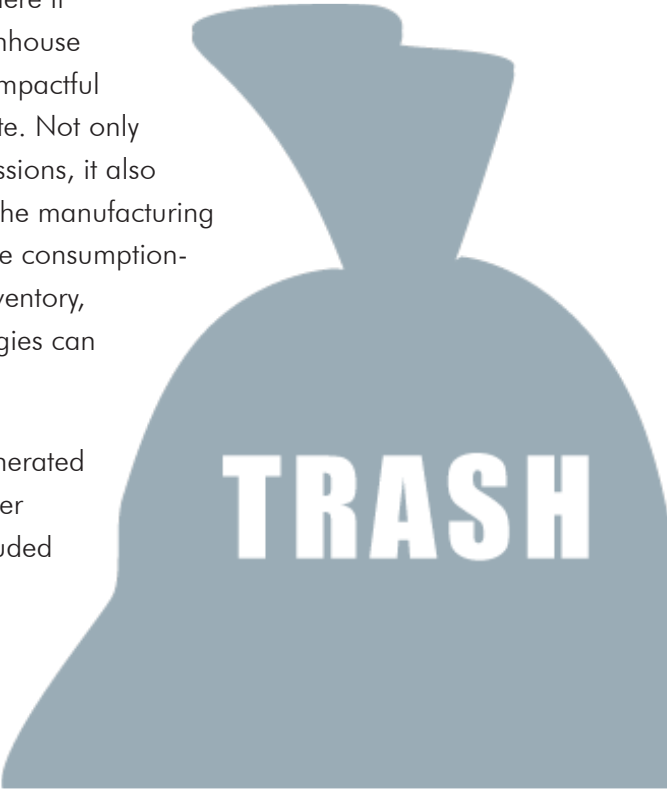
# Water and Waste

As a rapidly growing region, the amount of water we use and waste we produce are also on the rise. Trash produced by Thurston County residents and businesses is sent to a landfill to decompose. During the decomposition process, solid waste produces methane—a gas that can be 84 times more potent than carbon dioxide during the first two decades after its release. If uncaptured, this leakage can be a primary source of greenhouse gas emissions from solid waste disposal. Waste collection, transportation, and processing require energy as well, which is often derived from the combustion of fossil fuels. There are similar emissions related to wastewater: wastewater must be collected, transported, treated, and released back into the environment—all of which requires energy and, in some cases, releases potent methane.

- In 2018, waste-related emissions contributed to a little over four percent of Thurston County’s total emissions. Methane leaks are often a major source of solid waste emissions—however, the Roosevelt Regional Landfill where most of Thurston County’s waste ends up is a leader in methane capture (see sidebar). Other solid waste emissions originated from processing and transportation of solid waste.
- The Thurston region has one of the most innovative wastewater treatment facilities in the country in the LOTT Clean Water Alliance. Wastewater treatment only makes up a small fraction of Thurston County’s total emissions (less than one percent). The largest sources of wastewater emissions were related to digester and methanol emissions—both of which are necessary in treating wastewater solids.

Diverting waste keeps materials out of landfills, where it would traditionally break down and produce greenhouse gases. Reducing the sources of waste is the most impactful way to cut the emissions associated with solid waste. Not only does source reduction decrease direct landfill emissions, it also can drive reductions in emissions associated with the manufacturing and transport of products and services. While these consumption-side emissions are not currently included in our inventory, incentivizing reduction, reuse, and recycling strategies can ultimately have a big influence on emissions.

Reducing water use also can reduce emissions generated from the energy used to heat water and pump water and wastewater. These emissions are typically included in the building sector totals discussed above, and they can be among the largest electricity demands for households and municipalities.



Methane being captured and turned into Renewable Natural Gas (RNG) at the Roosevelt Regional Landfill in Klickitat County. Source: Republic Services

## SUCCESS STORY: Climate Change Mitigation by Improving Waste Processes

Reusing our excess waste can be a win-win mitigation strategy. The Roosevelt Regional Landfill in southern Washington is the destination for much of the Thurston region’s trash. Since the late 1990s, it has generated power through a waste-to-energy project, and now has transitioned from generating electricity to renewable natural gas (RNG). The initial power plant at the landfill generated 26 megawatts of electrical power, or enough electricity to power more than 20,000 homes. In 2018, the Klickitat Public Utility District began investigating using methane from the landfill to generate renewable natural gas in partnership with Republic Services. In 2020, the PUD shifted entirely from electricity generation to the generation of RNG. Since methane is a powerful greenhouse gas, redirecting any methane emissions from the atmosphere can help reduce local contributions to climate change. By the end of the system’s 80-year lifespan, it will offset a total of 35.4 million tons of carbon dioxide emissions, and the land will be returned to agricultural use. The project generates more than 1.6 million dekatherms of renewable natural gas per year—a portion of which may circulate back to heat Thurston region homes through an agreement with Puget Sound Energy.



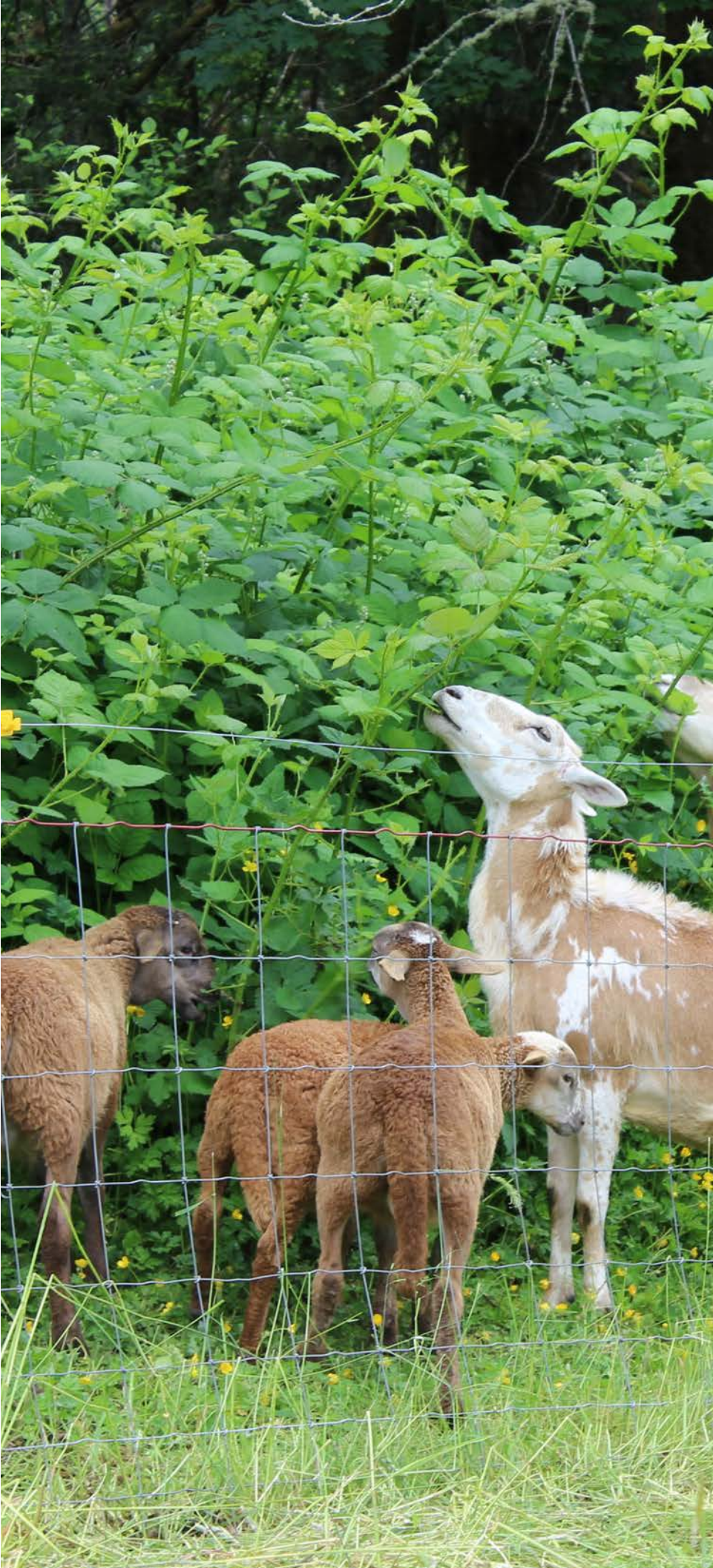
# Agriculture, Forests, and Prairies

Farms, forests, prairies, and other open space are important to the identity of the Thurston region, and they can play an essential role in achieving our emission reduction targets by sequestering carbon and helping limit urban sprawl. While these sectors make up only a small proportion of the Thurston region’s emissions (two percent), agricultural activities, forest practices, and land conversion can contribute greenhouse gas emissions in a variety of ways:

- **Deforestation** causes the carbon stored in trees to be released into the atmosphere. Deforestation also prevents trees from capturing more carbon from the atmosphere—a process known as carbon sequestration.
- **Poor land management practices** on agricultural soils can lead to increased concentrations of nitrogen in the soil and result in emissions of nitrous oxide (N<sub>2</sub>O), a potent greenhouse gas. Specific activities that emit N<sub>2</sub>O emissions include the application of synthetic and organic fertilizers and inefficient irrigation practices.
- **Livestock**, especially cattle, produce methane (CH<sub>4</sub>) as part of their normal digestive processes—another potent greenhouse gas. This process, called enteric fermentation, represents nearly half of the emissions from Thurston County’s agriculture sector.
- **Manure management** from livestock also emits potent methane and nitrous oxide gases. The amount of gases produced varies depending on the manure treatment and storage method.
- **Development of prairies** reduces opportunity for stored carbon and contributes to urban sprawl.

**Carbon sequestration** refers to the ability of plants, soils, and other organic material to capture and store carbon from the atmosphere. By planting trees, amending soils, and creating natural drainage systems with certain plant species, the Thurston region can remove carbon from the atmosphere and store it in plant matter and soils. Carbon sequestration strategies can bring other benefits as well. For example, adding organic matter to soil supports soil structure and microbiology, retains water, reduces erosion and stormwater run-off, and filters out pollutants. Carbon sequestration is not currently measured in the greenhouse gas inventory, so we don’t have a good baseline of the role it plays in our emissions picture. Improving our understanding of the mechanics of sequestration in our region will be an important next step in order to better assess the potential impact of new sequestration actions.

Livestock help with weed control, one of several regenerative agriculture practices on Sapsucker Farm in Olympia. Source: Sierra Smith, Sapsucker Farm



## SUCCESS STORY: Climate Change Mitigation Through Farming Practices and Preservation

Thurston County loses more than 1,000 acres of farmland a year to other uses, yet this land is critical for our regional goals of maintaining a local food network, preserving open space and wildlife habitat, and offsetting local greenhouse gas emissions. This loss of local farmland forces us to source more of our food from outside our region, making our community more dependent on outside suppliers while increasing transportation emissions and undermining local food security. Programs that fund farmland preservation include the Washington Wildlife and Recreation Program, and Thurston County’s Conservation Futures and Transfer of Development Rights programs, which purchase property or development rights, allowing these areas to remain as open space available for farming. In 2017, Conservation Futures’ funding helped purchase an agricultural conservation easement for Oyster Bay Farm, permanently preserving 39 acres for future generations of food production. Preservation of working farmland will be essential to support both a reliable local food supply and climate mitigation.

Farmers also can make a positive contribution to climate change mitigation with the way they manage their land. In particular, regenerative agriculture is an approach to farming that aims to capture carbon in both soil and plants. It employs a suite of practices including no-till, managed grazing, and selective planting of crops and trees that also benefit local biodiversity and ecosystem health. These techniques are used at farms of all sizes and styles. Sapsucker Farm in Olympia makes the most of its six acres to raise a mix of sheep, cattle, turkeys, geese, and chickens by using rotational grazing, keyline water management, and a silvopasture system that will intersperse nut- and fruit-bearing trees with grazing areas—all with the goal of providing carbon-negative meat. Calliope Farm in the Littlerock area has 18 acres where they are working to build soil health and sequester carbon. Their vegetables grow interspersed with “harvest lanes” that help prevent soil erosion and create habitat for beneficial insects. In 2020, the Washington State Legislature established the Sustainable Farms and Fields grant program, which will aid farmers and ranchers in adopting practices that increase carbon storage. These resources allow families to continue farming land they have worked on for generations and provide Washingtonians with healthy local food and a diverse economy. Agricultural land preservation and the stewardship practices adopted by local farmers, including those profiles above, will play a key role in future climate solutions.





## Cross-Cutting Concerns

Climate change poses a fundamental threat to the future health and well-being of our community and addressing it will require a strong response from across society. In addition to addressing specific local sources of greenhouse gas emissions, such as those described in the previous sections, success will depend on building the resources, expertise, and constituency within our community to carry out the change we need and amplify its impact. Through effective and strategic education, advocacy, monitoring, and policy development, the Thurston region can increase awareness of, participation in, and impact of climate mitigation efforts.



### SUCCESS STORY:

#### Climate Change Mitigation Through Education

ClimeTime is a state initiative to develop literacy around climate science by providing resources and professional development to science teachers and other educators across Washington. The program is managed by the Washington Office of Superintendent of Public Instruction and carried out through education districts and community organizations across the state. To date, the Capital Educational Service District (#113), which includes Thurston County, has engaged more than 800 elementary, middle, and high school teachers through workshops, provided lessons on climate to youth in area detention centers, and developed an online course that can be used statewide. The curricula coming out of the initiative is targeted to support Next Generation Science Standards, such as that developed by the Pacific Education Institute, which centers its program on indigenous knowledge and empowering students to participate locally in solutions for reducing greenhouse gases.



# 4. Plan Development

Members of the Climate Advisory Workgroup assessed and prioritized actions during focus group meetings in fall 2019. Source: TRPC

“[The plan should] establish clear connections on how these actions impact climate change and have a positive impact on our environment.”

Interview with Lola Flores, Hispanic Roundtable

“Reduced carbon pollution should not be the sole measurement of success. [Criteria] needs to encompass the health of our environment and citizens now and in the future.”

Response to community questionnaire



The *Thurston Climate Mitigation Plan* is the result of more than a year of technical analysis and engagement with Thurston region stakeholders, including local governments, businesses, community organizations, and residents. An overview of this planning process is provided below.

# 4.1 Plan Development Framework

Several groups met regularly to inform and provide oversight of all aspects of the planning process:

- **Interjurisdictional Project Team.** This group consisted of lead staff from TRPC and each of the four partner jurisdictions: Thurston County and the cities of Lacey, Olympia, and Tumwater. The Project Team provided staff-level direction and coordination throughout the project, reviewed draft products, and facilitated development of implementation plans.
- **Consultant Team.** Seattle-based Cascadia Consulting Group and sub-consultant Hammerschlag LLC contributed technical support throughout the project, including developing the public engagement strategy and outreach materials, developing and analyzing actions, and quantifying emission reductions from those actions.
- **Climate Advisory Workgroup.** This committee included public- and private-sector members of the community with subject matter expertise in one of five sectors: Buildings and Energy, Transportation and Land Use, Water and Waste Management, Agriculture and Forestry, and Cross-cutting. The Climate Advisory Workgroup was tasked with identifying, evaluating, and recommending a list of impactful actions to achieve the emissions reduction goal. Workgroup members also reviewed and provided input on project goals and guiding principles, public engagement strategy, scenario results, and implementation strategies.

On two occasions, members of the Climate Advisory Workgroup split into their five **Sector Focus Groups**, which included additional subject matter experts and interested members of the public. One round of the Sector Focus Groups included a meeting dedicated to youth and educator perspectives. All meetings of the Climate Advisory Workgroup were open to the public, and time for public comment was provided at each meeting.

- **Steering Committee.** The Steering Committee was composed of elected officials and staff from each of the four partner jurisdictions and was the decision-making body for the plan. This committee used a consensus-based decision-making process to approve each stage of the planning process. All meetings of the Steering Committee were open to the public, and time for public comment was provided at each meeting. The Steering Committee approved the *Thurston Climate Mitigation Plan* on December 10, 2020.

Each jurisdiction’s policymaking body (Board of Commissioners or City Council) will ultimately consider a resolution that accepts the *Thurston Climate Mitigation Plan* as a framework for future action and affirms the jurisdiction will further explore implementation of these strategies.



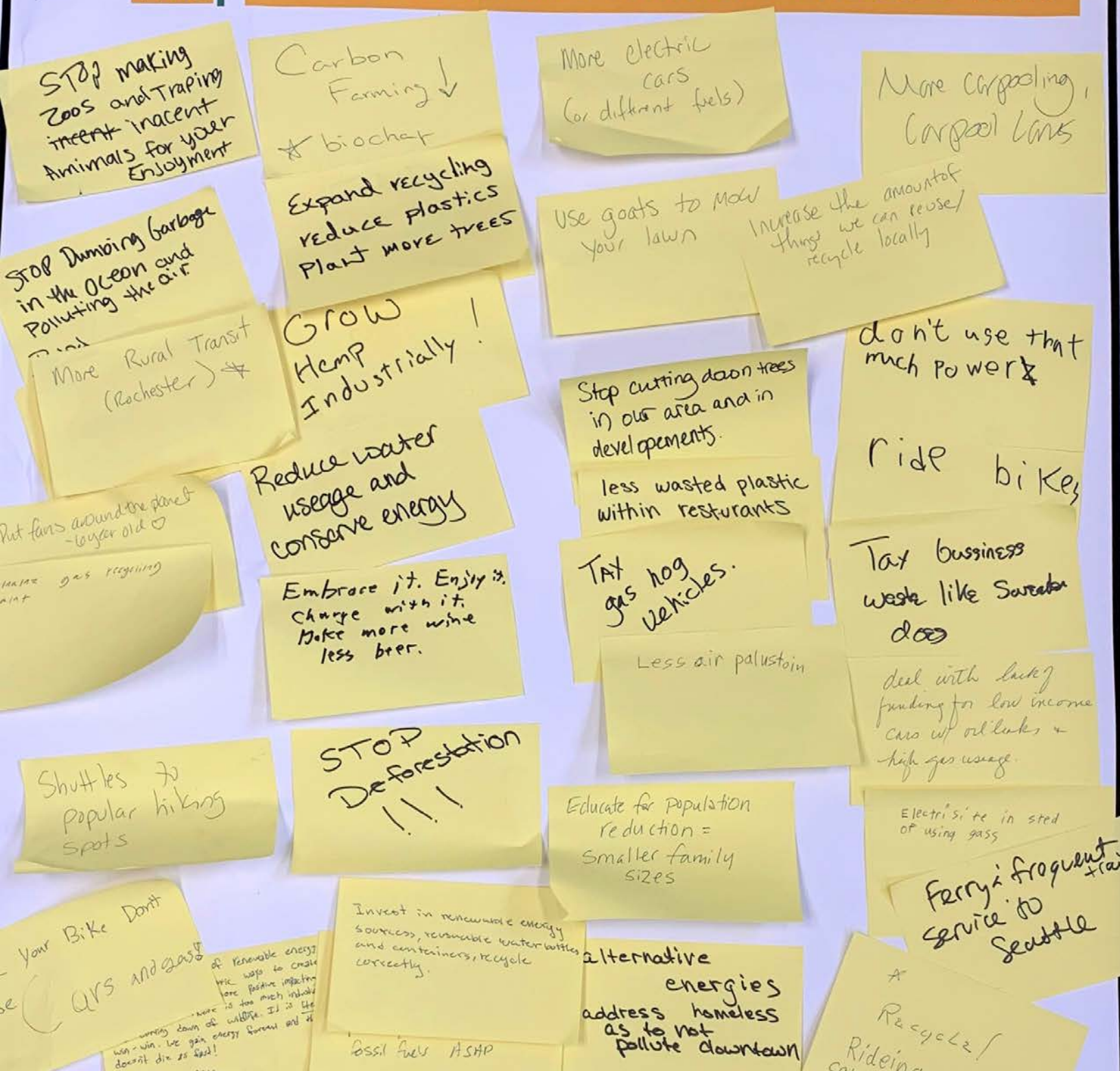
Figure 6. Plan Development Structure of the *Thurston Climate Mitigation Plan*



# WHAT DO YOU THINK?

## THURSTON CLIMATE MITIGATION PLAN

## What actions or ideas should be included in the Climate Action Plan?



## 4.2 Community Engagement

The benefits and costs of climate mitigation actions will affect everyone in the Thurston region. Therefore, it was crucial to gather as many perspectives as possible to inform the plan. The following goals and objectives guided public engagement during the planning process:

- A. Lay the groundwork for continued community engagement on climate action.
  - Deliver honest and consistent messaging to the public.
  - Build relationships with trusted community liaisons to help engage hard-to-reach populations such as communities of color, low-income, rural, youth, and elderly communities, and military families.
  - Provide a range of engagement options to suit different lifestyles, availability, and ways of processing information.
- B. Promote alignment between community and government climate priorities, while recognizing the separate roles, responsibilities, and interests of individuals and organizations.
  - Solicit meaningful input from a diverse and representative set of partners and stakeholders.
  - Capture areas of convergence and divergence regarding climate action priorities throughout the Thurston region, including gaps and unmet needs, where applicable.
- C. Build public support for climate action across the Thurston region.
  - Develop broad awareness of anticipated climate impacts throughout Thurston County and the cities of Lacey, Olympia, and Tumwater and efforts to address them, including the co-benefits of action and the costs of inaction.
  - Meet participants where they are, with respect for their involvement in climate change action and their different needs, wants, and priorities regarding climate mitigation.
  - Clearly describe the focus and boundaries of the Thurston Climate Mitigation Plan, how the plan is to be used, and the role that public input and informed decision making will play in plan implementation.

Input from the community was used to inform the development, refinement, and prioritization of actions in the draft plan. To ensure a robust engagement process across our region, the planning process included both broad and targeted engagement. Responses from the public are shown throughout this plan. A few of the methods used are summarized below—for a complete description of community engagement activities, see Appendix 10.8.

Public comments on climate action gathered at the Thurston County Fair, August 2019. Source: TRPC



# Community Questionnaire

In 2019, an online community questionnaire gathered a baseline understanding of the community’s priorities, perspectives, and concerns. The survey was shared through the TRPC website, social media, e-newsletters, listservs, and partner networks. The survey was open from August 12 to September 30, 2019, and received 1,397 responses.

# Pop-Up Events

The Project Team engaged with the community at local events early in the planning process, including Tenino Oregon Trail Days; Thurston County Fair; the Yelm, Olympia, and Tumwater Farmers Markets; Tumwater Brewfest; and the Olympia Fall Arts Walk, among others. These pop-up events provided an opportunity for visitors to learn more about the project, ask questions to project staff, and provide input through interactive activities.

# Community Presentations

The Project Team gave presentations to organizations upon request. These presentations gave an overview of the project and an opportunity to provide high-

level recommendations for the plan’s development. In addition to regular updates to City Councils and the County Commissioners, staff made presentations to the South Thurston Economic Development Initiative (STEDI), Olympia Master Builders, Deschutes Estuary Restoration Team, Transportation Policy Board, Nisqually River Council, Thurston County Solid Waste Advisory Committee, and Lacey Youth Council, among others.

# Interviews

To better understand the impacts of the strategies and actions being considered, the Consultant Team conducted interviews with representatives from key sectors and organizations. Interview subjects included representatives from the Thurston County Food Bank, Confederated Tribes of the Chehalis Reservation, Olympia Master Builders, Hispanic Roundtable, and Homes First. Interviewees provided feedback on their organization’s climate impact mitigation work; climate impacts to the communities in which they work; as well as concerns, challenges, and potential barriers to implementation of the actions.

# Online Open House & Feedback Survey

Cascadia Consulting Group created an interactive online open house at [www.ThurstonClimatePlan.com](http://www.ThurstonClimatePlan.com) where members of the public could explore an overview of the plan contents and share their feedback and priorities through an online survey. The online open house was available 24-hours a day during the public review period—more than 650 unique users attended the online open house.

# Virtual Community Meetings

TRPC hosted two virtual Community Meetings during the public review period. Each meeting included an overview presentation on the planning process and draft plan, a panel discussion among people involved in developing the plan, and an opportunity for attendees to ask questions of the panelists and staff. More than 100 participants attended the virtual meetings.

# Public Comments

Members of the public had opportunities to comment throughout the planning process. Time for public comments was set aside at all Steering Committee and Climate Advisory Workgroup meetings. Public comments also were received through direct email and voicemail messages to TRPC staff. Between February 2019 and December 2020, TRPC staff tracked 307 comments from 198 separate individuals. The majority of comments (160) were received during the draft plan review period.

# Website, Contact List, Social and Traditional Media

Throughout the project, TRPC maintained a dedicated website which was frequently updated with meeting materials and other relevant project information. Visitors to the website had the option to sign up to receive project updates via email, a list of 674 interested parties as of October 2020. TRPC promoted opportunities for public input at key decision points through social media posts and press releases.



Tumwater city staff host an information booth at Tumwater Brewfest in August 2019.  
Source: City of Tumwater



Attendees of a Youth and Educator Focus Group prioritize actions in November 2019. Source: TRPC

## Key Themes from Early Community Outreach

- **Across outreach methods, participants showed the broadest support for Buildings and Energy sector actions.** Whether prioritizing focus areas, investing fictitious money, or choosing the personal actions they would like to take, survey respondents showed the broadest support for actions to shift to more renewable and clean energy sources, and to make buildings more energy-efficient and carbon-smart. This includes exploring incentives, subsidies, and mandates to encourage renewable energy; investing in renewable energy; and improving building energy-efficiency.
- **Transportation and Land Use actions were a focus at public events and of actions people would like to take.** At public events, actions to support transportation and land use were the overwhelming choice. Ideas included investing in bicycle and pedestrian facilities, electric vehicles, and public transit, and encouraging high-density areas that improve resource sustainability and efficiency. Similarly, two of the four most popular actions survey respondents said they would like to take are purchasing or driving an all-electric vehicle (48 percent) and driving a high-efficiency vehicle (25 percent).
- **The individual actions of greatest interest to survey respondents are those the *Thurston Climate Mitigation Plan* could support:** These include investing in solar panels for home or business (57 percent), purchasing or driving an all-electric vehicle (48 percent), participating in a renewable energy program through local utility (30 percent), and driving a high-efficiency vehicle (25 percent).
- **People favored balancing multiple goals when identifying priority actions.** Impact (how much carbon pollution will be reduced) was considered the most important driver of action.
- **Priority focus areas and the most important drivers of action varied by factors like age, where survey respondents lived, and their income.**

## Key Themes from Fall 2020 Draft Plan Review Period

- Across outreach methods, **a large majority of participants supported the Thurston Climate Mitigation Plan and think local jurisdictions should adopt this plan.** Many commenters, especially the many youth who commented on the plan, highlighted their concerns about how climate change will impact their lives, and asked that the four cities and County take urgent action to begin implementation.
- Most survey respondents believed the plan **presents a clear path for meeting regional climate goals and provides a roadmap for elected government and staff.** While some commenters requested the region consider a more aggressive carbon neutrality goal and others wished to see more specific details about the actions, equity impacts, and costs of implementation, many noted that that the plan is a good starting place for action.
- **People wanted to understand the costs of actions and are concerned about how climate mitigation actions might unintentionally worsen inequality and housing affordability in our region.** Realtors and builders worry about the impact of focusing on regulatory approaches to increase energy efficiency and shifting away from natural gas. Others note that strategies and actions must be implemented in ways that support a just transition toward greater sustainability.
- **A majority of survey respondents (70%) indicated that all strategies included in the plan are a priority.** Strategies with strongest support include preserving trees and managing forests to sequester carbon, reducing energy use in existing buildings, increasing density in urban areas to support more efficient transportation options, reducing energy use in new construction, and increasing the production and use of local renewable energy.

There will be additional opportunities for community engagement as individual jurisdictions work to implement actions in the years to come.



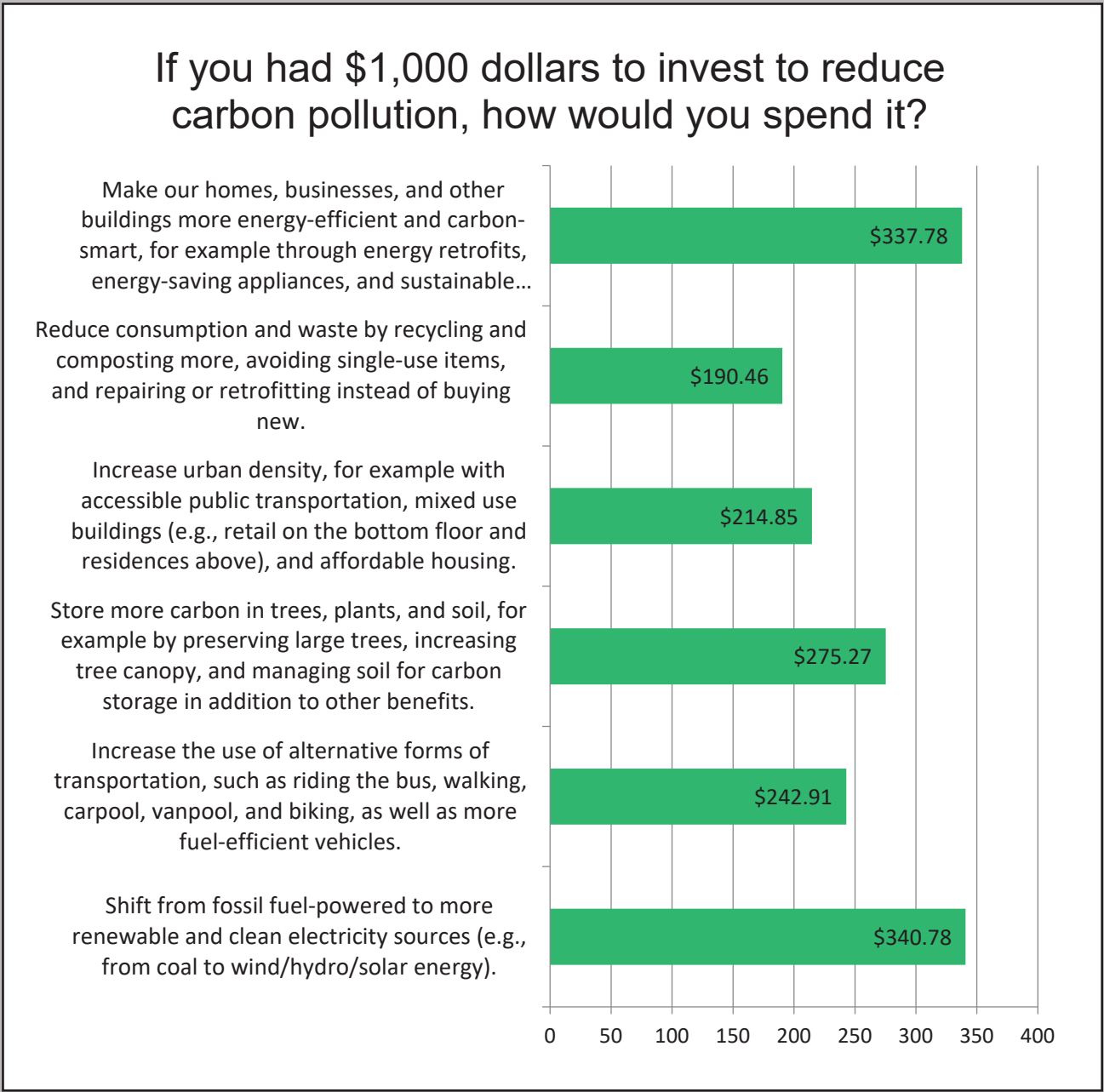
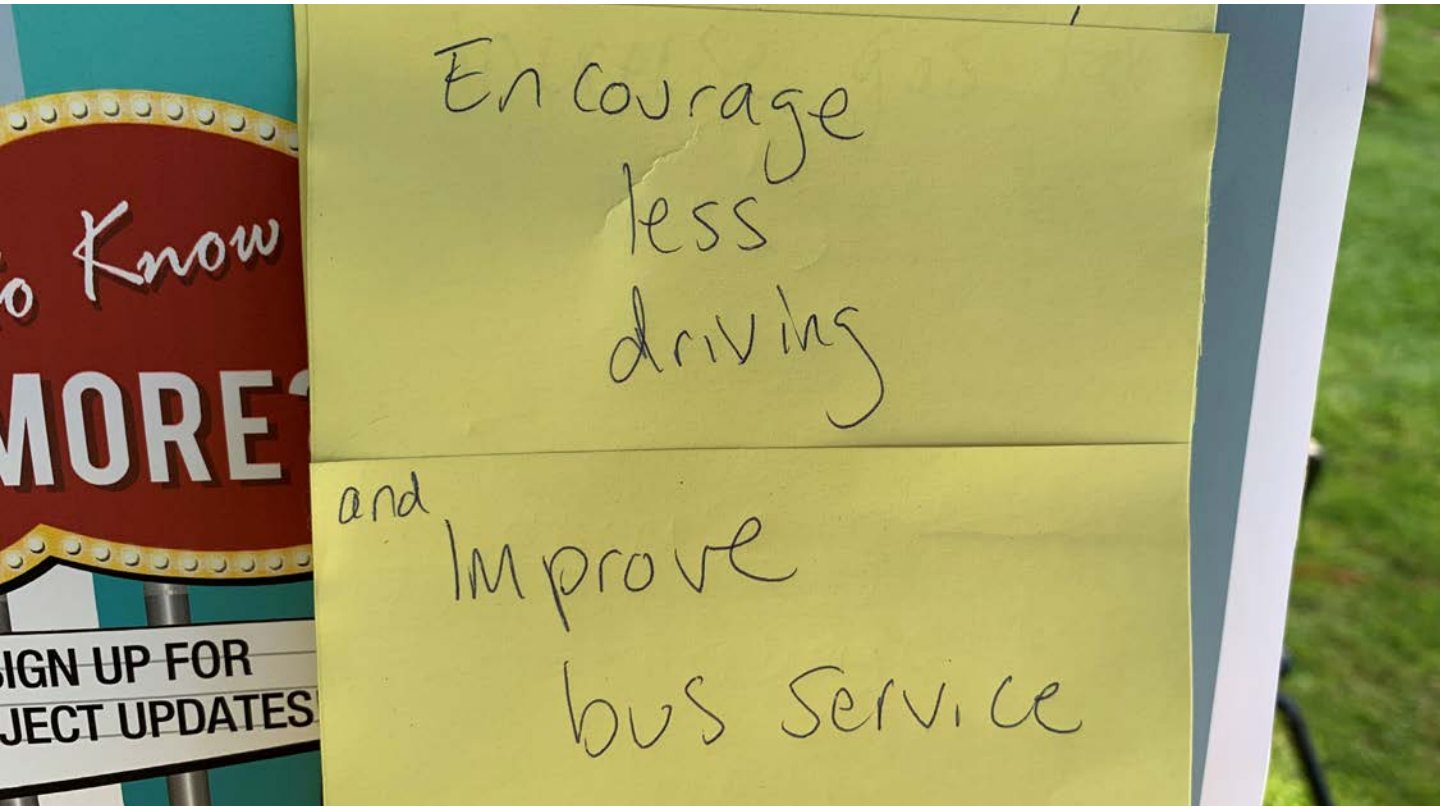


Figure 7. Responses to Climate Mitigation Community Questionnaire, September 2019.



### 4.3 Communitywide Action List

The *Thurston Climate Mitigation Plan* includes a list of communitywide actions to reduce greenhouse gas emissions in order to meet the adopted emissions reduction target. The planning process began by compiling a comprehensive initial list of potential strategies and actions. Between May and September 2019, the Project Team and Consultant Team gathered ideas from the Climate Advisory Workgroup, Steering Committee, sector focus groups, survey respondents, general public, and other climate planning efforts to develop a list of over 300 potential actions to reduce greenhouse gas emissions. Contributors also provided details on likely partners, resources, funding opportunities, and barriers to implementation.

This initial list of actions was refined and consolidated, resulting in a list of 242 actions addressing a wide variety of sectors and strategies. While the shorter list of actions assessed for this draft plan focuses on where local government can play a leading role, addressing the causes of climate change will require action from the state and partners throughout our community—including the private sector, nonprofits and nongovernmental organizations, and individuals. The complete list of actions is full of great ideas that can and should be taken up by others seeking to create change; it is available in Appendix 10.3.



Attendees of a Transportation and Land use Focus Group prioritize actions in December 2019.  
Source: TRPC

## Prioritizing Actions

To focus time and resources on actions that could best achieve the goals set for this process, the project partners narrowed the long list of actions using a multicriteria analysis. The Consultant Team, Climate Advisory Workgroup, and technical experts assessed each action against four criteria: impact on greenhouse gas emissions, speed of deployment, local control, and community co-benefits. Stakeholders reviewed and discussed the outcomes from this multicriteria analysis to arrive at the priority actions assessed for this draft plan (see Chapter 5—*Strategies & Actions*). For a thorough description of the multicriteria analysis, see Appendix 10.4.

CRITERIA	DESCRIPTION
GHG reduction potential	The annual quantity of greenhouse gas emissions (GHG) an action will avoid or sequester as of 2030.
Speed of deployment	Minimum time possible between decision to recommend an action, and achievement of the annual GHG reduction potential.
Control	One or more of the four project partners can likely influence the implementing party(ies) or can create the necessary regulatory structure.
Co-benefits	Supports one or more of the regional goals (aside from #9 – carbon neutrality).
	<ul style="list-style-type: none"><li>ecosystem health</li><li>social equity</li><li>economic benefit</li><li>other</li></ul>

Figure 8. Criteria Used to Prioritize Actions for the Thurston Climate Mitigation Plan

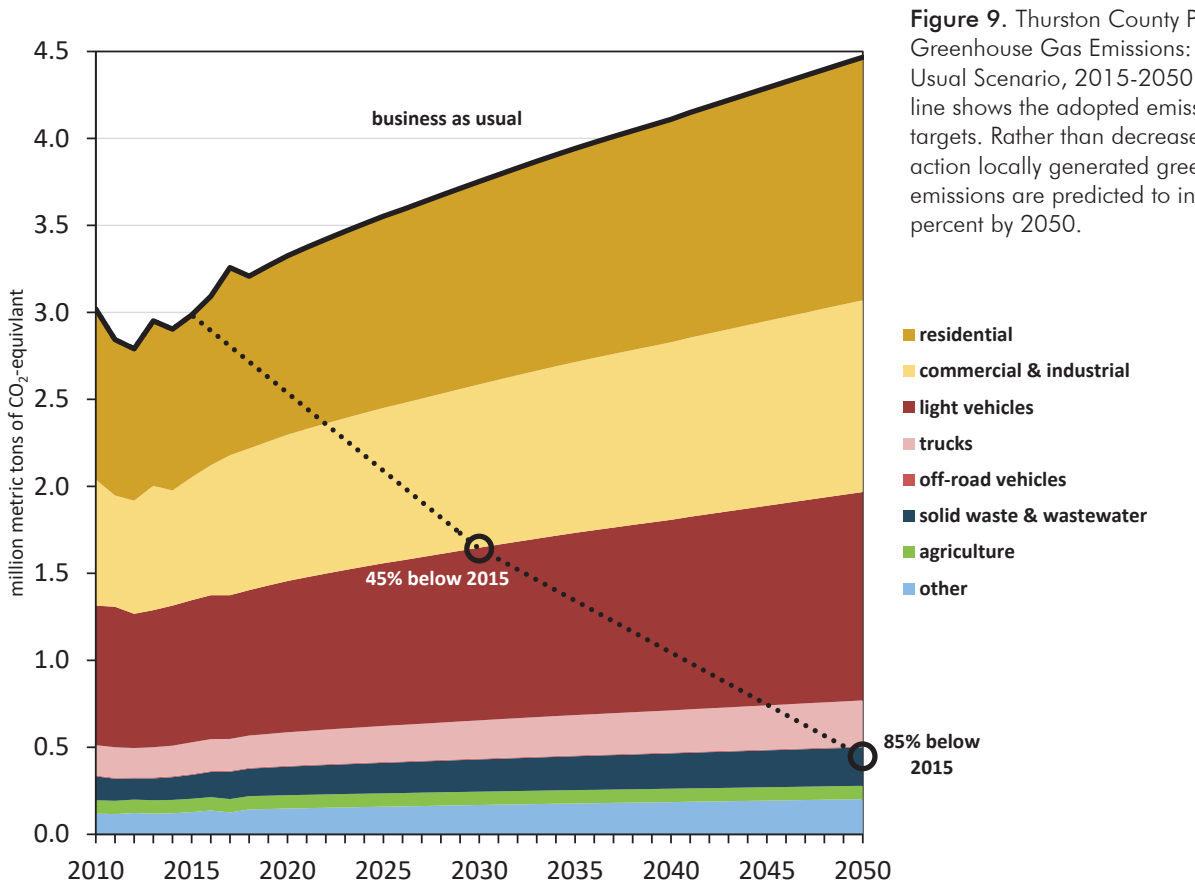
## 4.4 Emissions Target Analysis

The next step was to understand what it would take to reach the adopted greenhouse gas emission reduction targets, and whether the actions we prioritized would do enough. The Consultant Team developed a tool to display the impacts of climate policies on future emissions. Their analysis, summarized below, shows that the emissions reduction targets adopted by the four partner jurisdictions are ambitious, but achievable. For a thorough discussion of the Scenario Analysis, see Appendix 10.5.

### “Business as Usual” Scenario

This analysis began by assessing the amount of emissions we can expect if energy and climate policies remain fixed as they were in 2018. This “business-as-usual” scenario looked at how greenhouse gas emissions for the Thurston region would grow between now and 2050, with our anticipated population growth and no new climate action at the federal, state, or local level.

The “business-as-usual” scenario projects that without any action, our local emissions will grow by more than 760,000 metric tons of greenhouse gases over the next 10 years—a 26 percent increase from 2015 (see Figure 6). By 2050, that footprint could grow again by half—more than a million additional tons of greenhouse gases each year, compared to where we are today. This upward trajectory is tied to anticipated population growth, and it would put current and future residents of the Thurston our region on the path to experiencing the most severe impacts from climate change.





# State Policy-Adjusted Scenario

The Consultant Team then assessed how recent federal and state actions will contribute to local greenhouse gas emission reductions over the next 30 years. This “policy-adjusted forecast” estimated the impact of the following recently adopted state laws:

- **Updates to Washington State Building and Energy Code.** Code changes that were set to go into effect in 2020 will significantly increase energy performance requirements for new residential and commercial buildings. In June 2020, the Washington State Building Code Council voted to extend the effective date of the new standards to February 1, 2021. This extension was not reflected in the Consultant Team’s analysis.
- **Clean Energy Transformation Act (CETA).** State legislation adopted in 2019 requires that electric utilities operating in the state

eliminate coal as a fuel source by 2025, and source 100 percent of the electricity they supply to Washington customers from renewable and non-greenhouse-gas-emitting resources by 2045.

- **Low-Emission Vehicle Standard.** State legislation adopted in 2018 requires that vehicles sold or licensed in Washington State must meet the same emissions standards as those set by the California Air Resources Board (CARB). CARB standards require efficiency increases of 3.7 percent each year from 2020-2026, resulting in a similar standard as the Obama-era Corporate Average Fuel Economy (CAFE) rule. Additional state legislation passed in 2020 extends these requirements to medium-duty trucks. The state Low-Emission Vehicle Standard currently is unaffected by the Trump administration’s replacement of the CAFE standards with lower federal efficiency requirements.

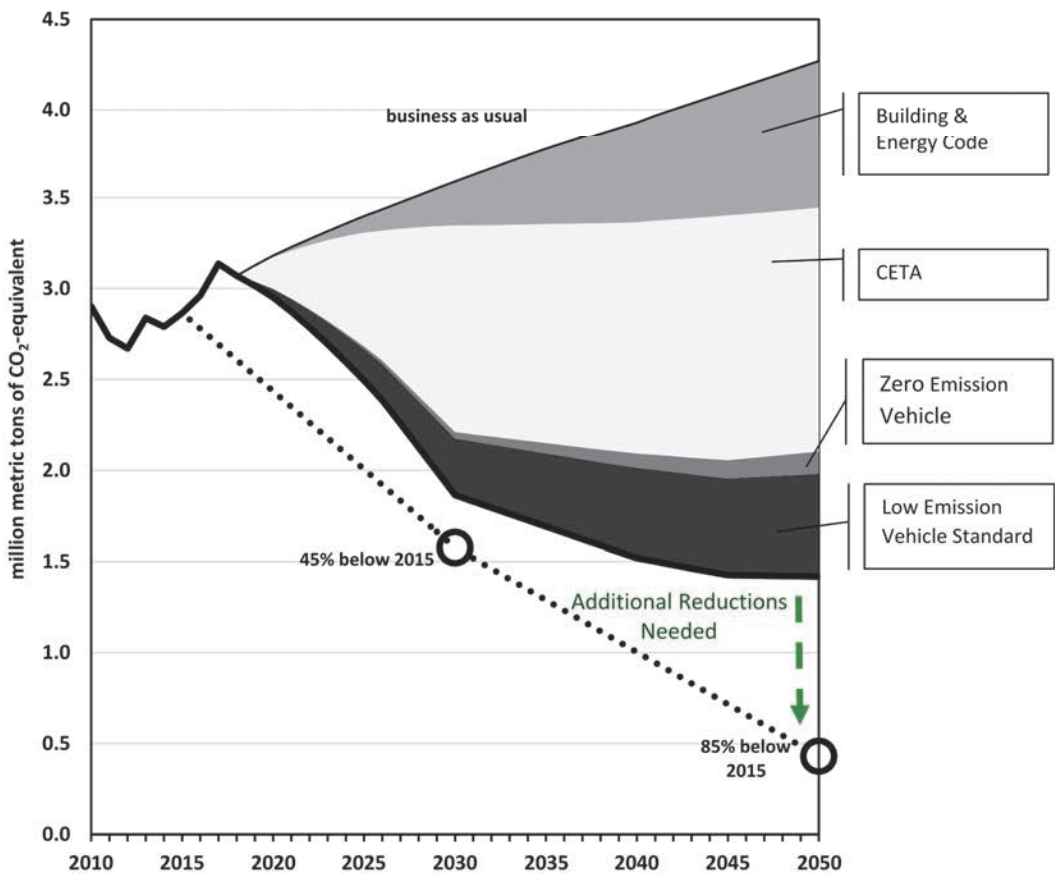


Figure 10. Potential Reduction in Thurston County Emissions from State Policies. The dotted line shows the adopted emission reduction targets. Source: Hammerschlag 2020

- **Zero-Emission Vehicle Standard.** State legislation adopted in 2020 requires car manufacturers selling vehicles in Washington State to follow California’s zero emission vehicle (ZEV) standards here as well. An increasing portion of vehicles provided for sale in Washington State must be ZEV, or car manufacturers may obtain credits equal to that portion.

There are additional actions happening at a state level that will affect local emissions, directly and indirectly. This analysis was not intended to provide a comprehensive account of the potential impact of all state actions. The Consultant Team highlighted those that seemed most likely to directly affect the Thurston region’s largest emission sectors.

As shown in Figure 7, state action can have a large impact on emissions from the Thurston region. Taken together these four policies could reduce emissions by nearly half (46 percent) by 2030, when compared with the “business-as-usual” scenario—and by nearly two-thirds (64 percent) by 2050. In particular, the Clean Energy Transformation Act (CETA) can play a critical role in reducing emissions in the near-term, by removing coal as a source of the Thurston region’s electricity by 2025, and fully transitioning our electrical grid to clean energy sources by 2045. These changes will dramatically reduce emissions from the building sector, currently our region’s largest source of emissions. If implemented as intended, electricity will go from contributing almost half of our local emissions (43 percent) to contributing zero.



State legislation plays a large role in local greenhouse gas emissions. The Clean Energy Transformation Act, adopted in 2019, sets a timeline for shifting Washington State’s electricity grid to renewable sources.

By comparison, building code changes and increased fuel efficiency will take longer to impact emissions—this is because it will take time for people to trade up for newer, more fuel-efficient cars, and even longer to replace our current building stock with new or remodeled energy-efficient structures. These improvements play an increasingly important role as we look out toward achieving our 2050 goal.

## Local Action Scenario

After evaluating the impact of state policies, the Consultant Team estimated how local actions can close the remaining gap and put our region on track to a 45 percent reduction in emissions by 2030 and an 85 percent reduction by 2050. Using the list of actions prioritized in the multicriteria analysis, they assessed how those actions could work together to affect different greenhouse gas contributors (see Table 1 and Appendix 10.5).

These pathways assume that each assessed action is feasible and will be completed with the full support of local and state officials and other relevant partners. In many cases, the emission reductions, which were estimated by the Consultant Team, will require a significant level of focus and sustained commitment from local partners.

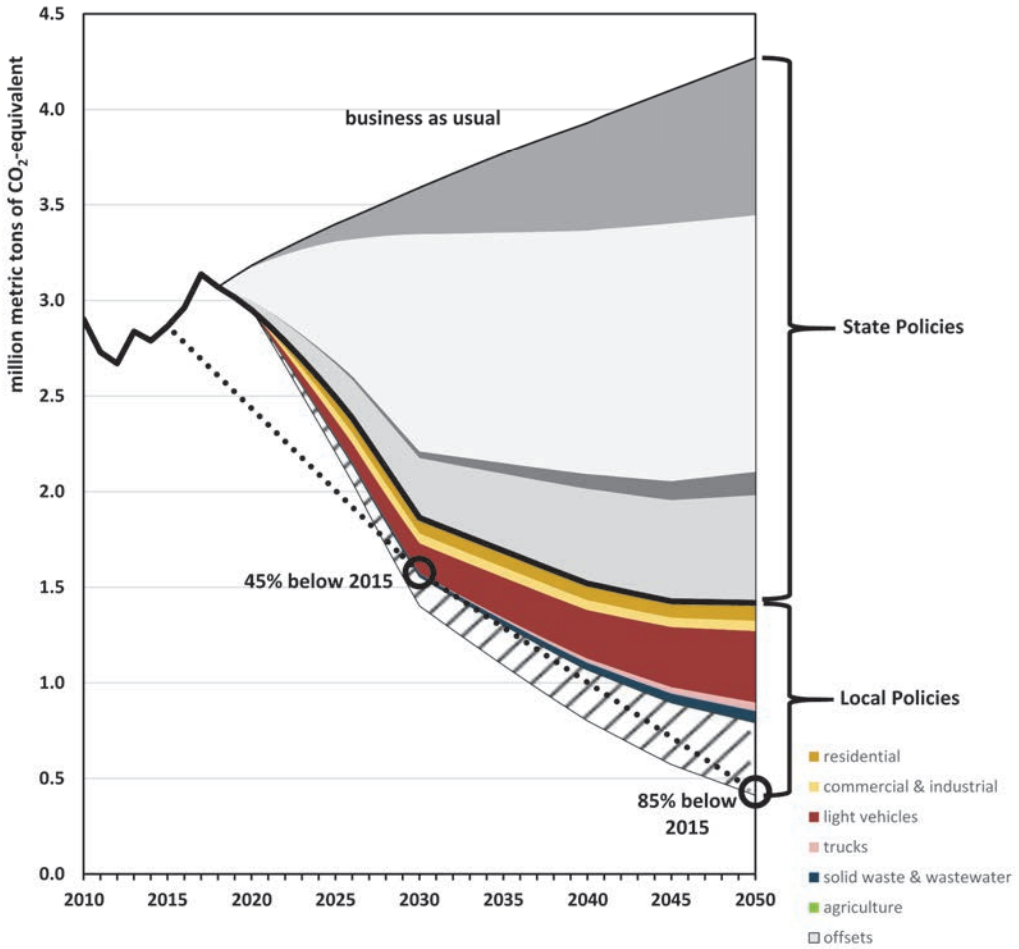
Figure 8 shows how this suite of local actions, when paired with state policies, could reduce emissions enough to meet our target. While all the actions identified play a part, a few strategies stand out as bringing about the most substantial reductions. These include strategies that:

- reduce natural gas use
- reduce the amount that people drive and increase fuel efficiency for when they do
- store additional carbon in soil and plants

GREENHOUSE GAS EMISSIONS SOURCE	ESTIMATED REDUCTION FROM 2015 BASELINE	
	2030	2050
ENERGY USE		
Residential		
Electricity use	20%	30%
Natural gas use	20%	50%
Other fuels (LPG, wood)	10%	20%
Commercial		
Electricity use	20%	30%
Natural gas use	20%	50%
Industrial		
Electricity use	2%	5%
Natural gas use	10%	30%
TRANSPORTATION		
Passenger vehicles		
Vehicle miles traveled	5%	20%
Fuel efficiency	20%	60%
Light-duty trucks		
Vehicle miles traveled	10%	15%
Fuel efficiency	10%	40%
Heavy-duty trucks		
Vehicle miles traveled	0%	20%
Fuel efficiency	0%	10%
WATER & WASTE		
Solid waste	10%	30%
Wastewater treatment	20%	20%
AGRICULTURE		
Fertilizer use	20%	50%
OFFSETS		
Carbon Sequestration	4%	12%

**Table 1.** Estimated Impacts of Assessed Actions on Various Greenhouse Gas Emission Sources. Source: Hammerschlag 2020

**Figure 11.** Potential Reduction in Thurston County Emissions from State Policies and Local Actions. The dotted line shows the adopted emission reduction targets. Colored wedges show reduction to individual emissions sectors. Reductions in the agriculture sector are too small to be visible. the hashed area shows offsets from actions that increase carbon sequestration. Source: Hammerschlag 2020



It is important to note that this analysis only considers the potential for certain policies and actions to reduce greenhouse gas emissions—it does not weigh the impact those actions may have on other important factors, such as any additional cost to consumers of energy or housing. It does not look at how the costs and benefits of the actions are distributed to different people within our community, and whether those costs or benefits would accrue disproportionately to some people over others. These factors are considered elsewhere in this plan and can and should be considered as the project partners move ahead and determine how to take action.

In addition, this analysis presents just one of many possible pathways for reducing greenhouse gas emissions. New discoveries, technologies, or legislation at the state and federal level could dramatically change the picture, and that uncertainty increases as we look ahead ten and twenty years. For example, a clean fuel standard that significantly reduces the carbon intensity of vehicle fuels could have an impact on local transportation emissions similar to that of CETA on local building emissions, reducing the amount of local investment needed in sequestration or other actions.



Despite these caveats, looking at these potential futures led to some conclusions that guide the priorities laid out in this plan:

- **Our adopted emission reduction targets are achievable, but only with significant attention on many fronts.** No single action will reduce local emissions enough to reach our targets; local governments will need to show leadership across many different programs to meaningfully address climate change.
- **State action will play a large role in our ability to achieve our targets.** Recent legislation, especially the Clean Energy Transformation Act, is helping to bring our emission reduction targets within reach. Our ability to achieve that goal is dependent on those rules being rolled out as envisioned.
- **Electricity is an ally.** Today, electricity use is our largest source of local emissions. With a cleaner electrical grid, that picture changes completely. Additional reductions are possible by shifting more uses to that greener power source. This means transitioning away from heating and cooking with natural gas and accelerating the adoption of electric vehicles.
- **Transportation is where local government action can affect the largest reductions.** While the building sector is our largest source of emissions today, those sources will be substantially reduced by state legislation. That leaves transportation as the area where the attention of local governments can make the biggest difference, by influencing what, where, and how much people drive.
- **Land use and building code changes will be more important over the long term.** The benefits of these changes will take longer to observe, but they need to be put in place in the near term to enable the urban

density, bicycle and pedestrian networks, and greener buildings that are critical to achieving the 2050 target.

- **Carbon sequestration will need to be a part of the package.** Without new technology or state or federal action, even aggressive local action to reduce emissions may not be sufficient to achieve our longer-term 2050 target. To succeed, we'll need to tap the carbon-storing potential of local farms and forests, and we'll need to consider the role existing trees and other habitats serve in sustaining our climate.
- **Good data can help us better understand how individual actions translate to emission reductions.** The scenarios described in this section estimate future emissions based on general assumptions about how certain actions could affect human behavior in the future. This was the best information available at the time this plan was being developed, and it simplifies the complex interactions of the world. We will need to identify and gather more specific data to track and reflect the real outcomes of our actions, in order to truly understand where we lag and where we are making progress. This is particularly true for the assumptions around the potential to offset emissions through sequestration.



Solar package added by developer at the Jubilee development in City of Lacey. Source: City of Lacey

## What We Heard...

*"[Housing, transportation, and access to services that address the needs of low-income families and individuals should be a major part of the climate justice plan.]*

Community Questionnaire

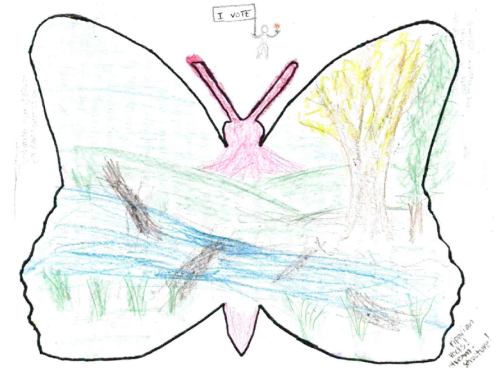
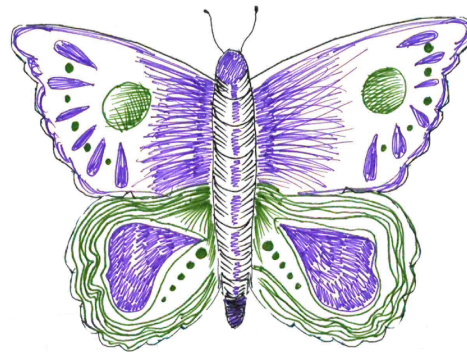
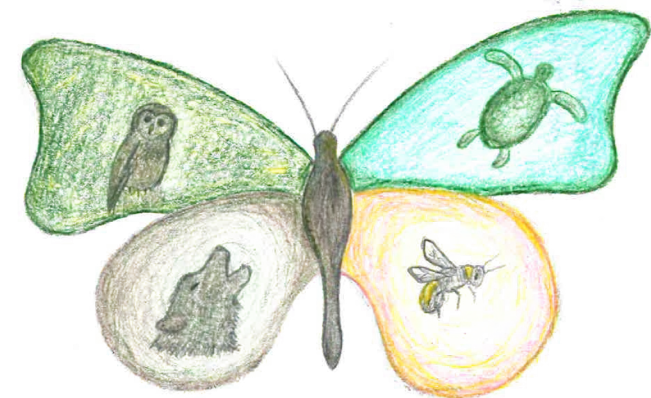
*"Work with current partners, build on what already exists, leverage all assets and skills, create a phased approach with clear deliverables. But in the end do something."*

Interview with Robert Coit, Thurston County Food Bank

*"Listen to the teenagers. They'll be the ones to suffer if we don't act."*

Public comment at Thurston County Fair





WINDMILLS.

- local business support.
- eating vegan or vegetarian.
- planting trees.

**SUSTAINABLE**

HYDROPOWER.

- reusable shopping bags.
- solar panels.

**HOPE:**

- recycling.
- clothing swaps.
- buying locally grown food.
- save the bees.

We are the chrysalides becoming a butterfly.

going to the farmer's market.

- meatless monday!
- writing letters to your representatives.
- composting.

We can do more together than we can alone.

**FUTURE:**

- buying from a thrift store.
- buying used.
- flying less.
- less single use plastic.
- buying local.
- growing your own veggie to biz.
- electric / hybrid cars!
- saving water.



# 5. Mitigation Strategies and Actions

Rows of vegetables grow at Calliope Farm near Littlerock in Thurston County.  
Source: Calliope Farm

**“In the fight against climate change, cities and counties have become important leaders because of their role as laboratories, incubators, and implementers of climate solutions. Because local governments can be more responsive than those at the state and federal levels, and because and they are so, cities are playing a prominent role on the international stage in galvanizing climate action.”**

Center for Climate and Energy Solutions



# 5.1 Chapter Organization

The *Thurston Climate Mitigation Plan* lays out a framework of strategies and actions to put Thurston County and the cities of, Lacey, Olympia, and Tumwater on track to reach the 2050 goal of an 85 percent reduction in greenhouse gas emissions.

This chapter is structured around three levels: sectors, strategies, and actions.

## Sectors

The strategies and actions are grouped to address the emissions sectors described in Chapter 3—Background:

- Buildings and energy
- Transportation and land use
- Water and waste
- Agriculture and forests
- Cross-cutting

## Strategies

Strategies are methods or pathways to address a particular sector. The strategies form the frame of our plan, providing a structure for future action. They lay out the broad routes we’ll use to achieve our vision for climate mitigation over the next 30 years.

## Assessed Actions

The assessed actions listed below each strategy are potential means to address that strategy and emissions sector. They are the launching point for the partner jurisdictions as they develop specific work plans. Jurisdictions may opt how and whether they implement these actions, and they may be modified as those implementation strategies are developed in detail.

These actions emerged as priorities from the full list of potential climate mitigation actions proposed by stakeholders and community members (Appendix 10.3). They include those that rose to the top of the multicriteria analysis overall, as well as actions that address key sectors or strategies identified as important by members of the Climate Advisory Workgroup and Steering Committee. The impact icons next to each action show how it ranked for several categories in the multicriteria analysis (Appendix 10.4). To find out how these actions combine to help meet the goals of the Thurston Climate Mitigation Plan, review the results of the scenario analysis in Chapter 4—Plan Development and Appendix 10.5.

# Relationship Between Sectors, Strategies, and Actions

This plan lays out a framework for climate mitigation over the next 30 years, based on our best understanding today. As the plan is carried out, we anticipate that sectors and strategies will largely persist as the backbone of that framework, while the actions needed will change over time as some actions are completed or found to not be feasible or desirable, and as new actions are considered.

## Targets and Indicators

Performance measures can help us track whether we are making progress toward our climate mitigation goals and determine whether our actions have been effective. Each sector includes one or more targets based on the scenario analysis described in Chapter 4—Plan Development. To track progress for some strategies, we may need to set supplemental targets as part of the longer-term monitoring of the plan. Key performance indicators are the quantitative metrics that measure progress toward the targets over time. Targets and indicators are part of the monitoring and evaluation plan included in Appendix 10.7.

## Considerations for Implementation

This section summarizes potential opportunities, obstacles, barriers, or tradeoffs raised throughout the process that we should consider as we move into implementation.



# HOW TO READ THE ACTION TABLES IN THIS CHAPTER

## SECTOR: A grouping of related strategies

**Strategy:** methods or pathways to address a particular sector

Strategy background and details.

### ASSESSED ACTIONS

B1.1

Action Number

### Assessed Action Details

Actions listed below each strategy are potential means to address that strategy and emissions sector.

Impact GHG

icons

Greenhouse Gas Reduction Potential

Impact OTHER

icons

Co-Benefits and Youth Priority

## Greenhouse Gas Reduction Potential

The estimated annual quantity of greenhouse gas emissions an action will avoid or sequester as of 2030. This measure was the most important factor used to identify priority actions.



**High:** Addresses a large emissions source (e.g., energy use or transportation), has broad reach, and high enforceability.



**Medium/High:** Addresses a large emissions source, but relies on voluntary action.



**Medium:** Addresses a large emissions source, but has limited reach.



**Medium/Low:** Addresses a small or unmeasured emissions source (e.g., agriculture, solid waste), and has broad reach or high enforceability.



**Low:** Addresses a low emissions source, and has limited scope or enforceability; or lays the foundation for other actions, although it may not reduce emissions directly.

# WHAT THE ICONS MEAN

## Co-Benefits

Nearly all the assessed actions support one or more of the Regional Goals adopted for this planning process (see Chapter 2). The icons below indicate an action's potential benefits to the community, in addition to its ability to address emission sources.

### Ecosystem Health:

Supports the protection and preservation of environmentally sensitive species and lands, open space, water quality and water supply, or air quality. *Regional Goals 2, 4, 8, 10*

### Adaptation Value:

Supports an action in the Thurston Climate Adaptation Plan.

### Other Regional Goal:

Supports another regional goal, including vibrant city centers and corridors, zero waste, or education. *Regional Goals 1, 5, 11*

### Social Equity:

Supports the equal distribution of resources among historically disadvantaged or marginalized communities. *Regional Goal 6*

### Economic Benefit:

Supports local prosperity, including through investments, markets, and jobs. *Regional Goals 3, 7, 12*

## Youth Priority




































As the generation who will be tasked with adapting most to climate impacts, youth voices have had a strong influence on this planning process. These actions were identified as important by a team of students and educators as part of the multicriteria analysis.



5.2 Buildings & Energy Sector

Strategy B1. Reduce energy use in existing residential buildings.





























Residential energy use currently is the largest source of greenhouse gas emissions in our region. While newer buildings may be constructed to meet greener standards, the majority of homes in the Thurston region were built before 1988, with one in five dating back 50 or more years. Looking at our emission reduction targets, more than two-thirds of the housing units that will exist in 2050 already exist today, so retrofitting existing buildings is a key strategy. While energy efficiency improvements can pay for themselves over time through reduced heating and cooling expenses, the upfront cost may be a barrier for many. More than a third of homes in the Thurston region are rented, which means their occupants may have less control over choosing appliances or making building improvements that increase efficiency. The actions described below will support a transition toward higher efficiency homes by providing more information to consumers about home energy use and incentives for efficiency upgrades.

ASSESSED ACTIONS		Impact GHG	Impact OTHER	
B1.1	<b>residential energy performance ratings.</b> Require energy performance ratings and disclosures for homes at time of sale, lease, or rent so that owners, tenants, and prospective buyers are informed before making purchasing or rental decisions		     	
B1.2	<b>residential energy audits.</b> Develop and adopt policies that require residential properties to undertake an energy audit at the time of sale or during a substantial remodel. Work with financial institutions to develop mortgage products that incorporate audited energy efficiency recommendations.		     	
B1.4	<b>rental housing energy efficiency incentives.</b> Provide incentives such as property tax breaks for landlords who install energy conservation measures in rental housing.		     	
B1.5	<b>property tax credit.</b> Create incentives such as a property tax credit for property owners who participate in energy efficiency.		     	
B1.6	<b>rental housing energy efficiency baseline.</b> Require rental units to meet baseline levels of energy efficiency and make more stringent over time.		     	

Potential Impact:  Greenhouse Gas Reduction Potential  Ecosystem Health  Social Equity  Economic Benefit  Adaptation Value  Other Regional Goal  Youth Priority

Strategy B2. Reduce energy use in existing commercial/industrial buildings.

Energy used to power businesses contributes to more than a quarter of our local carbon footprint (26 percent). Operations range from small retail and professional offices to sprawling warehouses. Improving efficiency across this sector will require approaches that target these different scales. The Thurston region currently has more than 42 million square feet of commercial and industrial area, but it is distributed unevenly. The greatest proportion of commercial building area is in the city of Olympia, while industrial space is concentrated in Lacey and Tumwater. As home to the headquarters of many state agencies, the Thurston region’s stock of office space includes a large share of public sector buildings—these organizations can show leadership by increasing efficiency and reduce long-term energy costs to taxpayers. While it is hard to predict our future needs for work space, commercial and industrial buildings must be adapted over the coming decades to help reduce greenhouse gas emissions and accommodate the more than 50,000 new jobs anticipated to be added in our region between now and 2045.

ASSESSED ACTIONS		Impact GHG	Impact OTHER	
B2.1	<b>commercial energy benchmarking &amp; disclosure.</b> Require energy performance ratings for commercial structures be disclosed so that owners, tenants, and prospective buyers are informed before making purchasing or rental decisions.		     	
B2.3	<b>LED lighting.</b> Install LED lighting in public-sector buildings and infrastructure (e.g., streetlights, traffic signals).		     	
B2.6	<b>cool roofs.</b> Create an incentive program for the installation of reflective roofs on commercial buildings to reduce building energy consumption and the urban heat island effect.		     	
B2.8	<b>performance standard.</b> Set energy efficiency performance standards for commercial buildings with gross floor areas smaller than 50,000 square feet.		     	

Potential Impact:  Greenhouse Gas Reduction Potential  Ecosystem Health  Social Equity  Economic Benefit  Adaptation Value  Other Regional Goal  Youth Priority

What We Heard...




"The greenest development is updating and fixing old neighborhoods."

Public comment at Thurston County Fair



Strategy B3. Reduce energy use across building types.








Increasing efficiency in our built environment will require builders and contractors to learn and adapt to new materials and practices. The following actions will help support that transition by providing technical assistance to share what works and celebrating development that takes on this challenge.

ASSESSED ACTIONS		Impact GHG	Impact OTHER	
B3.1	<b>energy education.</b> Provide educational resources and technical assistance to industry professionals, building owners and managers on all aspects of energy efficient building design, retrofits, and operations for new and existing buildings.		*	A
			E	O
			\$	Y
B3.4	<b>exemplary buildings.</b> Partner with public, private, non-profit, and faith-based organizations to facilitate rapid deployment and public awareness of high-profile demonstration buildings that use innovative energy efficiency and/or technology to limit energy use.		*	A
			E	O
			\$	Y
B3.5	<b>green building tracking.</b> Develop data methodology to monitor use and impacts of green building incentives, to inform future incentives and develop recommendations for policy or programs		*	A
			E	O
			\$	Y

Potential Impact:  Greenhouse Gas Reduction Potential  Ecosystem Health  Social Equity  Economic Benefit  Adaptation Value  Other Regional Goal  Youth Priority

Strategy B4. Reduce energy use in new construction or redevelopment.

To meet the needs of a growing population, our region will need to add approximately 30,000 new housing units by 2030 and nearly 55,000 new units by 2050, as well as around 23 million square feet of additional commercial and industrial space. Standards for energy efficiency in new development are generally set by the State Building Code Council, and requirements scheduled to go into place in 2021<sup>2</sup> set stricter emissions thresholds for most new buildings. Developers can incorporate greener practices more easily in new construction than existing structures, but such requirements can increase upfront costs—incentives and tools like the actions listed below can help to encourage the adoption of green building practices while balancing the need to keep housing affordable and local business costs down.





ASSESSED ACTIONS		Impact GHG	Impact OTHER	
B4.4	<b>green public buildings.</b> Require that new local government facilities and other public buildings demonstrate green building technologies and practices.		*	A
			E	O
			\$	Y
B4.5	<b>permitting incentives.</b> Offer streamlined permitting, lower fees, or other incentives for projects that meet green building certification standards.		*	A
			E	O
			\$	Y
B4.6	<b>energy efficiency tax exemptions.</b> Create a local property tax reduction or credit for new buildings that meet an energy efficiency performance standard.		*	A
			E	O
			\$	Y
B4.7	<b>land use incentives.</b> Provide land use incentives (such as floor area ratio, density bonus, height bonus, or parking reductions) for zero-net carbon buildings or other applications that dramatically increase energy efficiency.		*	A
			E	O
			\$	Y
B4.9	<b>permit counter technical assistance.</b> Hire or contract with dedicated green building specialists to provide technical assistance through the permitting and development process.		*	A
			E	O
			\$	Y
B4.11	<b>grid-connected appliances.</b> Require smart appliances in new construction, especially water heaters that control timing of demand.		*	A
			E	O
			\$	Y
B4.12	<b>multifamily submetering.</b> Require submetering for new multifamily buildings so residents can track energy use.		*	A
			E	O
			\$	Y

Potential Impact:  Greenhouse Gas Reduction Potential  Ecosystem Health  Social Equity  Economic Benefit  Adaptation Value  Other Regional Goal  Youth Priority

<sup>2</sup> In response to the COVID-19 pandemic, Governor Inslee delayed scheduled implementation of changes to the State Building Code from July 1, 2020 to February 1, 2021.

**Strategy B5. Increase the production of local renewable energy.**




Shifting our reliance for electricity away from polluting fossil fuels toward renewable sources like wind and solar power is one of the most important strategies we have to reduce emissions. Action at the state level, with the adoption of the Clean Energy Transformation Act, will move us a long way toward this end, but smaller-scale installation of renewable energy infrastructure can help support the transition as well, while saving ratepayers money over time and increasing local resilience. As of 2020, more than a thousand residential customers and over 60 businesses in the Thurston region have installed solar panels that feed into the power grid, generating nearly 10 million kilowatt hours each year.<sup>3</sup> The actions identified below are intended to set the stage for broader access to this technology.

ASSESSED ACTIONS		Impact GHG	Impact OTHER
B5.3	<b>public building solar.</b> Install solar photovoltaics on all available and feasible municipal sites, including building rooftops, city hall, schools, police and fire stations, community centers, municipal water pump sites, and transit depots.		<div><div>*</div><div>A</div><div>E</div><div>O</div><div>\$</div><div>Y</div></div>
B5.5	<b>SolSmart.</b> Evaluate and adopt elements of SolSmart program and adopt solar friendly practices.		<div><div>*</div><div>A</div><div>E</div><div>O</div><div>\$</div><div>Y</div></div>
B5.8	<b>solar-ready.</b> Amend local development code to require solar-ready construction for all building types.		<div><div>*</div><div>A</div><div>E</div><div>O</div><div>\$</div><div>Y</div></div>
B5.10	<b>group purchasing.</b> Develop/support a city-sponsored group solar purchasing program.		<div><div>*</div><div>A</div><div>E</div><div>O</div><div>\$</div><div>Y</div></div>

Potential Impact:  Greenhouse Gas Reduction Potential  Ecosystem Health  Social Equity  Economic Benefit  Adaptation Value  Other Regional Goal  Youth Priority

**Strategy B6. Convert to cleaner fuel sources.**

Greening our electrical grid is essential to achieving the climate targets, but electricity is not our only fuel source. Although it has a reputation for being “cleaner than coal,” natural gas also contributes to climate change, particularly by leaking methane, a powerful greenhouse gas far more potent than carbon dioxide, although less prevalent. Natural gas also can affect both indoor and outdoor air quality, causing impacts to public health.<sup>4</sup> Approximately 32 percent of the Thurston region households rely on natural gas as their primary source of heat at home.<sup>5</sup> Across the partner jurisdictions, that proportion is highest in Lacey (45 percent), although the greatest number of households that use natural gas are in unincorporated Thurston County (12,487 homes). Actions assessed for this plan would restrict new natural gas connections and encourage those with existing connections to shift to cleaner options.

ASSESSED ACTIONS		Impact GHG	Impact OTHER
B6.1	<b>natural gas to electric conversions.</b> Educate business owners and residents on the options for electric appliances and the benefit of pairing electrification with the installation of renewable energy. Create incentives to support fuel switching.		<div><div>*</div><div>A</div><div>E</div><div>O</div><div>\$</div><div>Y</div></div>
B6.2	<b>electric appliances in new construction.</b> Update municipal code to require electric appliances in new construction.		<div><div>*</div><div>A</div><div>E</div><div>O</div><div>\$</div><div>Y</div></div>
B6.4	<b>natural gas transition.</b> Phase out new natural gas connections in new buildings over time.		<div><div>*</div><div>A</div><div>E</div><div>O</div><div>\$</div><div>Y</div></div>

Potential Impact:  Greenhouse Gas Reduction Potential  Ecosystem Health  Social Equity  Economic Benefit  Adaptation Value  Other Regional Goal  Youth Priority

# What We Heard...

“Approve more options for very small, well-designed, affordable housing using incentives to cultivate interest by builders to construct.”

Response to community questionnaire

<sup>3</sup> Puget Sound Energy, data provided 4/16/2020.

<sup>4</sup> Zhu, Y, et al., April 2020.  
<sup>5</sup> U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates.



# Buildings and Energy Sector: TARGETS AND INDICATORS

## TARGETS

Baseline Year: 2015

- Reduce residential and commercial electricity consumption by 20 percent by 2030 and 30 percent by 2050.
- Reduce industrial electricity consumption by two percent by 2030 and five percent by 2050.
- Reduce residential and commercial natural gas consumption by 20 percent by 2030 and 50 percent by 2050.
- Reduce industrial natural gas consumption by ten percent by 2030 and 30 percent by 2050.
- Reduce residential consumption of other fuels (liquid petroleum gas, wood) by ten percent by 2030 and 20 percent by 2050.

## KEY PERFORMANCE INDICATORS

- Annual residential, commercial, and industrial electricity consumption
- Annual residential, commercial, and industrial natural gas consumption
- Residential energy use per capita
- Commercial energy use per square foot

## SUPPLEMENTAL PERFORMANCE INDICATORS

- Proportion of housing units with electric heat
- Grid-supplied renewable electricity
- Number of energy efficiency upgrades
- Proportion of households cost-burdened by energy and housing costs as a percentage of household income

# Buildings and Energy Sector: CONSIDERATIONS FOR IMPLEMENTATION

The Thurston region is experiencing rising home prices and a severe lack of affordable housing. Actions taken to reduce emissions from the building sector must be designed with consideration of their impact to the cost of housing. Local builders already face a steep learning curve changing their practices in response to the new requirements of the state Building Code and a lack of local markets for some newer materials. A concern is that additional, restrictive requirements will favor large chains over local builders and contractors, who will be less able to purchase greener construction materials at scale.

The Clean Energy Transformation Act’s push toward clean sources for electricity can dramatically reduce emissions from the building sector, but the tradeoffs include the need for new energy infrastructure and the potential for higher energy costs. Locally, we can support that transition by increasing energy efficiency of our building stock, including in lower income and senior households, and by enabling streamlined permitting for projects that support the energy grid of the future. This may include establishing clear expectations for how to proceed when renewable energy infrastructure conflicts with other community priorities, such as tree preservation. The most efficient way to shift our grid will likely involve large scale renewable energy infrastructure in other areas of the state and county, however, advancing more locally distributed renewable energy sources can help support local resilience and independence.

Actions that focus on changing price signals through subsidies and incentives must carefully consider their potential impacts. Property tax and permit fee reductions reduce revenue sources that fund schools and support staff, undercutting our ability to develop local expertise, update infrastructure, process permits for greener construction, and advocate for further climate mitigation measures. Tax and fee reductions should only be proposed when offset by new or different revenue sources. Incentives must be designed by first understanding what market or social factors create barriers to developing more energy efficient buildings. Such programs should be targeted to benefit disadvantaged groups, or to projects that go above and beyond to set a model for others. Pilot programs that begin through incentives can lay the groundwork to understand where regulatory requirements can be most effective.

5.3 Transportation and Land Use Sector

Strategy T1. Set land use policies that support increased urban density and efficient transportation networks and reduce urban sprawl.

When people opt to live close to the places they work, shop, and meet up with others, they make fewer, and shorter, driving trips— this is how increased density leads to reduced greenhouse gases. Planning for more compact growth in urban centers supports many of our regional goals, by making our cities and neighborhoods more vibrant, creating a robust economy, and reducing development pressure on environmentally sensitive areas. This strategy reinforces other approaches for reducing transportation emissions, by improving the viability of transit and making it safer and easier to get around by foot or bicycle.

The land use vision set out in *Sustainable Thurston* includes the following targets:

- By 2035, 72 percent of all (new and existing) households in our cities, towns, and unincorporated urban growth areas will be within a half-mile (comparable to a 20-minute walk) of an urban center, corridor, or neighborhood center.
- By 2035, at least 17 percent of homes in Lacey, Olympia, and Tumwater’s urban areas will be located in an urban corridor or center.
- Between 2010 and 2035, no more than 5 percent of new housing will locate in the rural area.

As of 2019, our region is not on track to achieve these targets. The concentration of housing within walking distance of urban centers, corridors, and neighborhood centers has stalled around 46 percent, although recent development in downtown urban areas is pointing the way toward increases in density.

ASSESSED ACTIONS		Impact GHG	Impact OTHER
T1.1	<b>coordinated long term planning-future infill and urban sprawl reduction.</b> Coordinate long-term plans with transit agencies to project where increased density would support more transit corridors. Then change zoning/ density that would support new transit corridors and variety of household incomes. Promote long-term equity and healthy communities by developing incentives such as density bonuses for development where a percentage of the units will be permanently affordable for household incomes. Look for opportunities to meet the Sustainable Thurston land use vision by reducing urban sprawl.		<div><div> </div><div> </div><div> </div></div>
T1.2	<b>middle-density housing.</b> Reevaluate and change zoning as needed to allow for a range of housing types to promote social economic integration of housing near our region’s urban centers or moderate-density zones.		<div><div> </div><div> </div><div> </div></div>
T1.3	<b>Eco districts.</b> Identify potential Eco districts to advance innovative district-scale urban development, sustainability, and neighborhood equity. Then make necessary code/zoning changes to support their development and set ambitious performance outcomes to ensure their long-term success.		<div><div> </div><div> </div><div> </div></div>

Potential Impact: Greenhouse Gas Reduction Potential Ecosystem Health Social Equity Economic Benefit Adaptation Value Other Regional Goal Youth Priority



Intercity Transit buses line up at the Olympia Transit Center in downtown Olympia. Source: Intercity Transit
























ASSESSED ACTIONS		Impact GHG	Impact OTHER
T1.4	<b>20-minute neighborhoods.</b> Increase the number of 20-minute neighborhoods (walkable environment, destinations that support a range of basic living needs and a residential density). Identify key infrastructure components needed to grow the number of 20-minute neighborhoods, then change zoning and codes if needed and coordinate with other jurisdictions to make public investments where necessary.		<div><div> </div><div> </div><div> </div></div>
T1.9	<b>ADUs.</b> Amend development codes to allow for attached and detached accessory dwelling units (ADUs) in urban residential areas.		<div><div> </div><div> </div><div> </div></div>
T1.11	<b>land use efficiency.</b> Set integrated goals to consider network efficiency and reduce urban sprawl in land use decisions, including how density in certain areas supports transit, increases efficiency of utility service, and other support facilities. Consider vehicle miles traveled (VMT) in identifying locations for large employment facilities.		<div><div> </div><div> </div><div> </div></div>

Potential Impact: Greenhouse Gas Reduction Potential Ecosystem Health Social Equity Economic Benefit Adaptation Value Other Regional Goal Youth Priority



Strategy T2. Increase efficiency of the transportation system.











































The minutes spent waiting in traffic can add up to a substantial climate impact. Actions that improve congestion on our roads, either through investments in transportation infrastructure or by reducing the number of people driving at peak periods, will reduce emissions while also improving air quality and the ability of people and goods to get where they need to go.

ASSESSED ACTIONS		Impact GHG	Impact OTHER	
T2.2	<b>transportation efficiency.</b> Fund programs and projects to increase transportation efficiency, reduce delay, and reduce emissions such as signalization coordination improvements along with application of speed harmonization techniques (ex. reevaluate speed limits, roundabouts vs signalized intersection, street connectivity). Added benefits are decreased idling time (pollution) and improve fuel efficiency (cost savings to driver).		 	
			 	
			 	
T2.4	<b>vehicle efficiency outreach.</b> Develop educational campaigns about benefits (reduced greenhouse gas emission, increase fuel efficiency, safety) of properly inflated tires, including signage at gas stations and local businesses and partnering with schools.		 	
			 	
			 	
T2.17	<b>teleworking/flex work.</b> Increase opportunities for employee teleworking options and staggering workdays or schedules to reduce employees driving during peak traffic times.		 	
			 	
			 	
T5.13	<b>telecommuting infrastructure.</b> Develop grants and provide financial resources for installation of infrastructure necessary to support telecommuting.		 	
			 	
			 	

Potential Impact:  Greenhouse Gas Reduction Potential  Ecosystem Health  Social Equity  Economic Benefit  Adaptation Value  Other Regional Goal  Youth Priority

Strategy T3. Increase adoption of electric vehicles.

As our energy sources become cleaner, with electricity coming mostly from renewables, vehicles powered by gas and diesel will become our greatest local source of emissions. One of the easiest shifts we can make is to also power our transportation using electricity. As of April 2020, the Thurston region has 2,162 registered electric vehicles or EVs.<sup>6</sup> This number will need to increase substantially over the coming years to make a dent in transportation emissions. At the state level, the Zero Emission Vehicle standard adopted in 2020<sup>7</sup> will likely push auto companies toward offering a greater range of electric vehicles to consumers. Even as new EVs become more prevalent at dealerships, we know that generally one-third of the miles traveled in an average year in our region are driven in vehicles that are more than ten years old.<sup>8</sup> The actions assessed for this plan will help set the stage locally for greater adoption of EVs by reducing technical and economic barriers.















ASSESSED ACTIONS		Impact GHG	Impact OTHER	
T3.1	<b>EV parking new construction.</b> Require large commercial and residential buildings to dedicate a percentage of parking spots for electric vehicle charging.		 	
			 	
			 	
T3.2	<b>free EV parking.</b> Allow free parking for all electric vehicles at local government buildings and in city centers to encourage the adoption of all electric vehicles. Increase cost of parking for non-EV vehicles.		 	
			 	
			 	
T3.5	<b>EV-ready building code.</b> Require all new residential construction be built EV ready. Create a simple and consistent residential charging station permitting process to reduce costs and time to development.		 	
			 	
			 	
T3.7	<b>EV integration.</b> Reevaluate regulations and make necessary changes to ensure charging stations are able to be permitted in locations where they are needed.		 	
			 	
			 	
T3.10	<b>zero emission fleets.</b> Investigate options then set appropriate timetables and policies for municipal and other governmental entities to replace public fleets with cleaner, energy-efficient vehicles to reduce long term fuel costs, improve air quality, and reduce greenhouse gas emissions.		 	
			 	
			 	
T3.11	<b>EV education.</b> Partner with environmental and other agencies to increase consumer awareness about EV options and incentives for use and purchase		 	
			 	
			 	

Potential Impact:  Greenhouse Gas Reduction Potential  Ecosystem Health  Social Equity  Economic Benefit  Adaptation Value  Other Regional Goal  Youth Priority

<sup>6</sup> Washington Department of Licensing.




































<sup>7</sup> Washington Legislature, SB 5811.

<sup>8</sup> Resource Systems Group 2013.

ASSESSED ACTIONS		Impact GHG	Impact OTHER	
T3.14	<b>EV mass purchase discounts.</b> Create a group purchase program for residents to get deep discounts on EVs, other fuel efficient and alternative fuel vehicles.		  	  
T3.15	<b>EV purchase incentives.</b> Partner with car sale and lease dealerships to provide incentives for purchase of electric vehicles by Thurston County residents. Look to establish pilot programs with those neighborhoods, individuals with greatest VMT potential.		  	  

Strategy T4. Increase the use of public transit.





























Public transportation connects people with jobs, school, healthcare, and community services in ways that are more carbon efficient than driving alone. Applying many of the actions assessed for this strategy, Intercity Transit’s 2019-2024 Strategic Plan predicts a minimum 40 percent increase in ridership in the next five years. Continued investment in transit will most aid those who don’t have access to other forms of transportation due to disabilities, age, or income, but also brings broader community benefits, such as better access to employment, workforce recruitment, and improvements in air pollution.

ASSESSED ACTIONS		Impact GHG	Impact OTHER	
T4.1	<b>increase transit.</b> Increase local public transit routes/frequency with a focus on ensuring the greatest number of riders have access to a low-carbon transportation option. Any expansion of service should include an analysis of climate impacts to ensure the program does not result in an increase in greenhouse gas emissions.		  	  
T4.3	<b>transit connections.</b> Identify and implement first/last mile, low carbon solutions to connect neighborhoods without the population to support fixed routes transit options. Engage homeowners associations for representation and feedback. Any expansion of service should include an analysis of climate impacts to ensure the program does not result in an increase in greenhouse gas emissions.		  	  
T4.4	<b>fareless system.</b> Maintain a fareless system for public transit.		  	  
T4.10	<b>rider education/benefits.</b> Maintain and expand a regional online page that lists all the mode shift education efforts and employer benefits opportunities (Thurston Here-To-There). Include a comments section for suggestions to further transit education and ridership.		  	  
T4.15	<b>promote transit benefits.</b> Work with employers and transit agencies to develop ways to incentivize employee ridership (ex. rebates for employees who give up use of employer parking facilities).		  	  

Potential Impact:  Greenhouse Gas Reduction Potential  Ecosystem Health  Social Equity  Economic Benefit  Adaptation Value  Other Regional Goal  Youth Priority

Strategy T5. Increase use of active forms of travel (such as, bicycling, walking).

Currently, most Thurston region residents drive alone to work and use a car for most other trips. While many residents enjoy walking and bicycling for recreation, just three percent of commute trips are made using these active modes.<sup>9</sup> Making it easier for people to walk and bike for typical errands, rather than driving a car, will help reduce emissions while also supporting our regional goals and improved public health. These actions can benefit low income and other marginalized communities by reducing the need to rely on a private vehicle. The actions identified below will help address gaps and barriers in our current network.

ASSESSED ACTIONS		Impact GHG	Impact OTHER	
T5.1	<b>walk/bike infrastructure.</b> Coordinate bicycle and pedestrian plans of the cities and Thurston County into a large regional plan to expand walking and bicycling infrastructure, including separated and protected opportunities. Coordinate efforts to maximize funding mechanisms and opportunities.		  	  
T5.2	<b>barriers to active transportation.</b> Develop a regional inventory to identify gaps in connectivity for safe cycling and walking. Then develop a strategy to prioritize projects and a plan for funding.		  	  
T5.4	<b>school drop-off alternative modes.</b> Maintain and expand a walking/ bicycling incentive program with safety education for families.		  	  
T5.11	<b>mode-shift targets and car-free areas.</b> Reevaluate long term plans and update to prioritize people walking and riding bikes. Set goals for mode shift and plans on how to achieve those goals like developing car-free corridors in commercial and mixed-use areas to encourage mode shift.		  	  

Potential Impact:  Greenhouse Gas Reduction Potential  Ecosystem Health  Social Equity  Economic Benefit  Adaptation Value  Other Regional Goal  Youth Priority

What We Heard...

“More incentives to bike. More protected bike lanes along with improving the existing network of trails/current bike lanes.”

Response to community questionnaire

<sup>9</sup> U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates.

# Transportation and Land Use Sector: TARGETS AND INDICATORS

## TARGETS

*Baseline Year: 2010*

- By 2035, 72 percent of all (new and existing) households in our cities, towns, and unincorporated urban growth areas will be within a half-mile (comparable to a 20-minute walk) of an urban center, corridor, or neighborhood center.
- By 2035, at least 17 percent of homes in Lacey, Olympia, and Tumwater’s urban areas will be located in an urban corridor or center.
- Between 2010 and 2035, no more than 5 percent of new housing will locate in the rural area.

*Baseline Year: 2015*

- Reduce vehicle miles traveled in passenger vehicles by five percent by 2030 and 20 percent by 2050.
- Reduce vehicle miles traveled in light-duty trucks by ten percent by 2030 and 15 percent by 2050.
- Reduce vehicle miles traveled in heavy-duty trucks by 20 percent by 2050.
- Increase average fuel efficiency of passenger vehicles by 20 percent by 2030 and 60 percent by 2050.
- Increase average fuel efficiency of light-duty trucks by ten percent by 2030 and 40 percent by 2050.
- Increase average fuel efficiency of heavy-duty trucks by ten percent by 2050.

## KEY PERFORMANCE INDICATORS

- Vehicle miles traveled
- Average vehicle carbon intensity

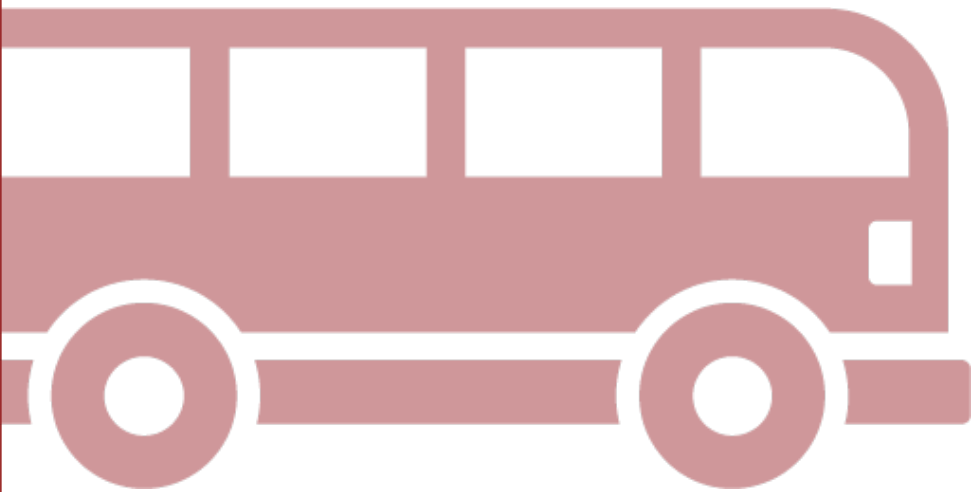
## SUPPLEMENTAL PERFORMANCE INDICATORS

- Number of public transit passenger boardings
- Number of registered electric vehicles
- Number of public electric vehicle charging stations
- Proportion of vehicle trips made using modes other than driving alone (walk, bicycle, transit, carpool)
- Median household transportation costs as a percentage of median household income

# Transportation and Land Use Sector: CONSIDERATIONS FOR IMPLEMENTATION

The transportation strategies included in this framework use different levers for reducing emissions: some rely on changing the conditions in which people behave, others rely on people deciding to change their behavior. Increasing the adoption of electric vehicles, for example, allows people to reduce their carbon footprint without substantially changing the amount that they drive alone. Actions that focus on reducing vehicle miles traveled, in contrast, rely on people behaving in different ways than we see today, by living in denser communities and choosing to walk or take the bus instead of driving.

In implementing these actions, we will need to consider who benefits from these strategies and ensure we are distributing those benefits equitably and where they will make the most sense. Actions that focus on creating a denser transportation network have many community co-benefits, increasing equity and access, but only if implemented in a way that does not lead to higher costs that drive lower-income families farther away from the urban center. Actions to support electric vehicles may be best targeted for residents in rural communities where mass transit is not an efficient option to reduce emissions. Incentive programs could be targeted to benefit low income or other disadvantaged groups, although reducing the number of people who have access to such programs may reduce the amount of emissions they reduce.



5.4 Water and Waste Sector

Strategy W1. Increase the efficiency of water and wastewater infrastructure.

Strategy W2. Reduce water consumption.

Strategy W3. Reduce emissions from wastewater treatment operations.

While water and wastewater management contribute only a small piece of our regional greenhouse gas inventory, the energy used to power these utilities are large contributors to the carbon footprint of individual jurisdictions. The actions identified below center on ways for city and county governments to reduce waste and save money, while reducing their own emissions.

ASSESSED ACTIONS		Impact GHG	Impact OTHER	
W1.1	<b>municipal energy efficiency.</b> Conduct efficiency improvements to municipal water and sewage treatment systems. Prioritize components that consume the most energy and have high greenhouse gas emissions.			
W2.2	<b>water audits.</b> Conduct water audits of city and county facilities to determine prioritization of capital improvements.			
W3.1	<b>nitrous oxide capture.</b> Research and implement nitrous oxide mitigation strategies and strategies to avoid or reduce nitrous oxide emissions in wastewater processing. Present findings and cost vs benefits analysis to policy makers to determine what changes should be made.			

Potential Impact:

Greenhouse Gas Reduction Potential

Ecosystem Health

Social Equity

Economic Benefit

Adaptation Value

Other Regional Goal

Youth Priority

Strategy W4. Divert more solid waste from landfills.

Strategy W6. Reduce consumption of carbon-intensive goods and services.

Although emissions generated outside the Thurston region by manufacturing and transporting goods consumed here are not measured as part of our current inventory, many people involved in developing this plan were interested in addressing the impacts of consumption and waste. In *Sustainable Thurston*, our region set a goal to move toward zero waste, but currently, we are not on track to meet this goal. Waste collected on a per capita basis has increased from a low of 1,140 pounds per person in 2012 to 1,318 pounds per person in 2016.<sup>10</sup>

ASSESSED ACTIONS		Impact GHG	Impact OTHER	
W4.4	<b>waste audits.</b> Provide waste audits for business owners and education on practices that decrease waste (such as composting, recycling, and reuse).			
W4.10	<b>waste less food program.</b> Expand Thurston County’s “Waste Less Food” program.			
W6.6	<b>supply chain.</b> Provide free technical assistance to local businesses in reducing the carbon intensity of their supply chains.			

Potential Impact:

Greenhouse Gas Reduction Potential

Ecosystem Health

Social Equity

Economic Benefit

Adaptation Value

Other Regional Goal

Youth Priority

<sup>10</sup> Thurston County Solid Waste.

# Water and Waste Sector: TARGETS AND INDICATORS

## TARGETS

Baseline Year: 2015

- Reduce emissions from wastewater treatment by 20 percent by 2030.
- Reduce solid waste generated per capita by 10 percent by 2030 and 30 percent by 2050.

## KEY PERFORMANCE INDICATORS

- Tons of waste disposed to landfill
- Annual emissions from wastewater treatment

## SUPPLEMENTAL PERFORMANCE INDICATORS

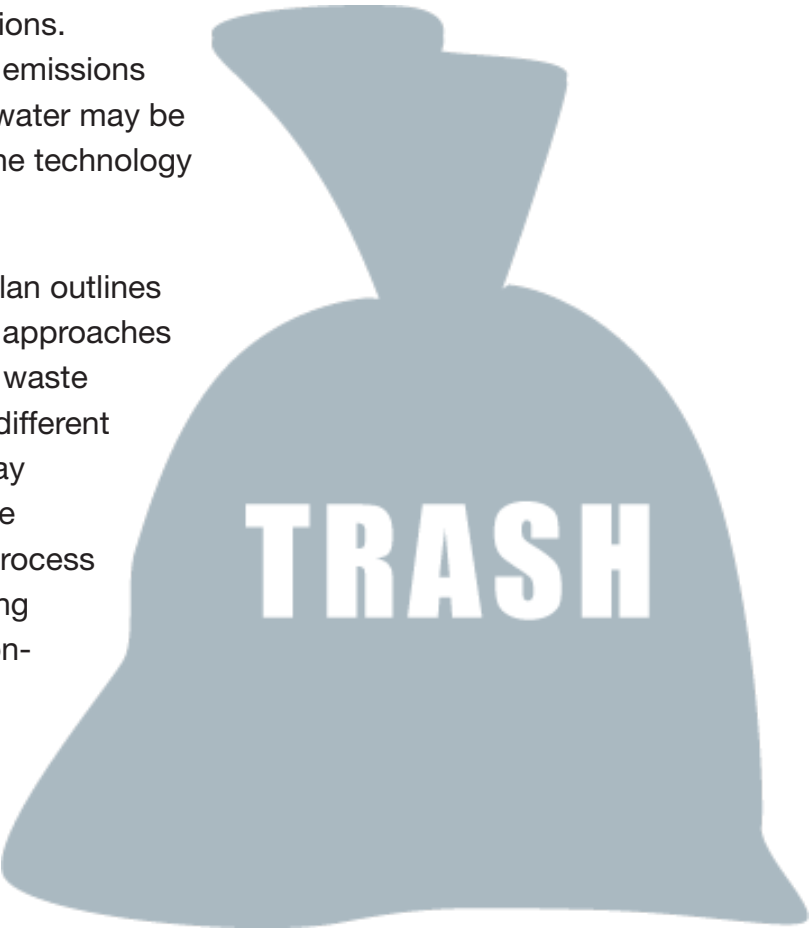
- Proportion of disposed waste that is compostable
- Number of septic tanks

# Water and Waste Sector: CONSIDERATIONS FOR IMPLEMENTATION

A first step for this sector will involve reviewing the assumptions behind calculating emissions from water and waste. The current methods used in the greenhouse gas inventory may not sufficiently account for the innovative work already being done at the LOTT Treatment facility and Roosevelt Regional Landfill. These calculations should be updated to ensure they reflect our local conditions.

Addressing emissions from wastewater may be limited by the technology available.

While this plan outlines some initial approaches to reducing waste emissions, different priorities may emerge if we develop a process for measuring consumption-based emissions.

















5.5 Agriculture, Forests, and Prairies Sector

Strategy A1. Reduce emissions from agricultural practices.

Strategy A2. Support agricultural practices that sequester carbon.





























Agriculture in Thurston County is remarkably diverse—it includes everything from large commercial dairy and egg operations to orchards to specialty vegetables grown on small urban lots. Our average farm size is small at 14 acres. Around 500 farms have livestock—mostly cattle and chickens—and a large portion of agricultural land is managed minimally for grazing and growing hay.<sup>11</sup> While farms can reduce their impact with better management of animal waste and fertilizer, they can also play a role in offsetting the community’s emissions as a whole. Land management practices like cover cropping, no-till and minimum tillage conservation practices, crop rotations, soil amendments, and changes in grazing management have been shown to increase the rate of carbon stored in plants and soil. In 2020, the Washington State Legislature established the Sustainable Farms and Fields grant program, which will aid farmers and ranchers in adopting practices that increase carbon storage.

ASSESSED ACTIONS		Impact GHG	Impact OTHER
A1.2	<b>nutrient management.</b> Provide education and incentives (e.g., grants, loans, technical assistance) to encourage practices that reduce emissions from manure and fertilizer.		     
A2.1	<b>regenerative agriculture.</b> Expand regenerative agricultural practices among farmers that aim for a “whole farm” approach. Provide education on how to increase organic matter content and water retention in soils within urban and agricultural settings.		     

Potential Impact:  Greenhouse Gas Reduction Potential  Ecosystem Health  Social Equity  Economic Benefit  Adaptation Value  Other Regional Goal  Youth Priority

Strategy A5/A6/A7. Preserve tree canopy and manage forests and prairies to sequester carbon.

Trees have been called the lungs of our planet, and they also can be very effective at removing carbon from the air and storing it in the soil. Historically, tall stands of Douglas fir, cedar and other tree species covered far more of Western Washington than they do today. Conserving existing tree canopy and forest areas and restoring areas that have been cleared can help to offset emissions from other activities, while providing a host of benefits for our local environment from storing and cleaning water to providing habitat for many sensitive species. Prairies can sequester large amounts of carbon in the roots of plants, and this sequestering is less vulnerable to fires than trees. Furthermore, working to preserve prairies will not only help several endangered species survive, it will reduce opportunities for urban sprawl. In enacting this strategy, it will be important to balance the carbon sequestering capacity of forests and prairies with the emission reducing potential of dense urban development and renewable energy infrastructure.

ASSESSED ACTIONS		Impact GHG	Impact OTHER
A5.1	<b>reforestation &amp; afforestation program.</b> Develop a coordinated reforestation/afforestation program. Begin by identifying priority areas where reforestation and afforestation may have carbon reduction benefits.		     
A6.5	<b>municipal canopy.</b> Maximize tree canopy on jurisdiction owned or managed land, where appropriate in balance with other jurisdictional goals.		     
A6.9	<b>tree canopy preservation.</b> Develop a tree canopy ordinance that establishes a baseline for current urban canopy and sets goals for future canopy to increase resilience. Combine direct cooling value (urban heat island mitigation) with carbon sequestration value when evaluating urban tree management.		     
A7.3	<b>prairie preservation.</b> Support aggressive implementation of habitat conservation plans that provide for preservation and restoration of prairie habitat for endangered and threatened prairie species. NOTE: the sequestration role of prairies was not assessed for the plan, and language and actions related to prairies were added after the multicriteria analysis for the plan wer completed, at the direction of the Steering Committee.		     

Potential Impact:  Greenhouse Gas Reduction Potential  Ecosystem Health  Social Equity  Economic Benefit  Adaptation Value  Other Regional Goal  Youth Priority

What We Heard...

“The number one priority needs to be preservation of wooded areas that contain our trees for carbon reduction.”

Response to community questionnaire

<sup>11</sup> USDA 2017 Agricultural Census



# Agriculture, Forests, and Prairies Sector: TARGETS AND INDICATORS

## TARGETS

Baseline Year: 2015

- Reduce acres of conventionally fertilized land by 20 percent by 2030 and 50 percent by 2050.
- Manage 6,600 acres of agricultural land to store carbon through regenerative agriculture practices by 2050.
- Manage forestland and prairies sufficient to sequester 375,000 tons of CO<sub>2</sub> annually by 2050.

## KEY PERFORMANCE INDICATORS

- Acres of fertilized farmland
- Tons of sequestered carbon

## SUPPLEMENTAL PERFORMANCE INDICATORS

- Percent tree canopy cover
- Acres of land using regenerative agriculture practices
- Acres of trees planted
- Acres of tree canopy protected
- Acres of prairie protected

# Agriculture and Forest Sector: CONSIDERATIONS FOR IMPLEMENTATION

Carbon sequestration was not included in the original suite of strategies proposed for climate mitigation but was added in response to community members who link the benefits of connecting land conversation and land management practices with climate mitigation goals. The wedge analysis shows carbon sequestration as a sizeable slice of our overall pathway to meet the 2050 emissions target. An important next step is to further analyze what actions will be required on the ground to meet our current carbon sequestration assumptions, and whether those assumptions are feasible. This may also include considering how preservation and restoration of other ecosystems, such as prairies and marine areas, may contribute to an overall carbon sequestration target.

Some stakeholders would prefer greater investment in reducing sources of emissions, before bringing sequestration into the mix of actions. If we are more effective at reducing the sources of emissions, we may need to rely less on sequestration to achieve our targets.

Another factor that will need to be addressed in implementation is how to balance preservation of trees and prairie habitat with other priorities, such as strategies that support increased urban density and development. We will need to better define where and at what scale sequestration can be most effective, while considering other priorities.



5.6 Cross-Cutting Sector

Strategy G1. Conduct education and outreach across climate mitigation areas.

This plan focuses on the ways local government can reduce local contributions to climate change but achieving those reductions will require action from people at all levels. Many local businesses, community partners, and residents have already expressed their desire for climate action and demonstrate their commitment to improving our community. This strategy acknowledges the need for the partner jurisdictions to understand and work out how climate policies and programs can be tailored to best meet the needs of the people they serve, and how to communicate in ways that inspire the change we need to meet our goals.

ASSESSED ACTIONS		Impact GHG	Impact OTHER
G1.7	<b>social research and behavior change campaigns.</b> Work with higher education institutions to research effective behavior change through marketing and education. Use this information in developing campaigns to reduce high emissions greenhouse gases.	<div><div></div><div></div><div></div><div></div></div>	<div><div>*</div><div>E</div><div>\$</div><div>A</div><div>O</div><div>Y</div></div>

Potential Impact:

Greenhouse Gas Reduction Potential

Ecosystem Health

E

Social Equity

\$

Economic Benefit

A

Adaptation Value

O

Other Regional Goal

Y

Youth Priority

Strategy G4. Enhance monitoring and evaluation of climate mitigation measures and outcomes.

The actions included under this strategy will not reduce emissions directly, but they will help our community understand whether we are making progress toward achieving our goals. They also aim to fill information gaps identified over the course of this planning process and highlight ways to correct our course as we learn more.

ASSESSED ACTIONS		Impact GHG	Impact OTHER
G4.1	<b>emissions inventory.</b> Prepare and publish an annual emissions inventory that tracks greenhouse gas emissions by jurisdiction and source category. Review and update emissions inventory methodology as necessary to address improvements to data or methodologies, improve consistency, incorporate changes to state or federal policies, or report on issues of local interest.	<div><div></div><div></div><div></div><div></div></div>	<div><div>*</div><div>E</div><div>\$</div><div>A</div><div>O</div><div>Y</div></div>
G4.2	<b>performance measures.</b> Develop performance measures to determine progress toward greenhouse gas reduction targets and other regional goals. Regularly update and publicize for community to track their progress.	<div><div></div><div></div><div></div><div></div></div>	<div><div>*</div><div>E</div><div>\$</div><div>A</div><div>O</div><div>Y</div></div>
G4.3	<b>other emission sources and sinks.</b> Expand sources and sectors in future emissions inventories to inform future regulatory policy to reduce greenhouse has emissions. Connected to actions T1.5 and W6.1, and sequestration actions.	<div><div></div><div></div><div></div><div></div></div>	<div><div>*</div><div>E</div><div>\$</div><div>A</div><div>O</div><div>Y</div></div>
G4.4	<b>vulnerable populations.</b> Develop a data and monitoring mechanism that is specific to marginalized groups and their needs related to climate change and climate reality (e.g., access to transportation, access to air conditioning, proximity to cooling centers) and develop a plan to address these vulnerabilities with solutions that help reduce greenhouse gas emissions.	<div><div></div><div></div><div></div><div></div></div>	<div><div>*</div><div>E</div><div>\$</div><div>A</div><div>O</div><div>Y</div></div>
G4.6	<b>social cost of carbon.</b> Develop and adopt policies that require the use of a “social cost of carbon measure” in zoning, development, construction, and transportation decisions.	<div><div></div><div></div><div></div><div></div></div>	<div><div>*</div><div>E</div><div>\$</div><div>A</div><div>O</div><div>Y</div></div>

Potential Impact:

Greenhouse Gas Reduction Potential

Ecosystem Health

E

Social Equity

\$

Economic Benefit

A

Adaptation Value

O





Other Regional Goal

Y


Youth Priority


**Strategy G5. Advocate for climate-mitigating state and federal policy.**


While this planning process has helped answer the question of what local governments can do to address sources of climate change, it also has shed light on the limits of local authority when it comes to triggering large-scale transitions in our energy and transportation systems. The partnership among four jurisdictions that has powered this process is one of our greatest tools. By working together to advocate for strong state and federal climate action, we can amplify our influence on policy debates to come.


ASSESSED ACTIONS		Impact GHG	Impact OTHER
G5.5	<b>legislative agenda.</b> Prioritize climate mitigation policy in the municipalities' legislative agenda each year. Instruct municipal lobbyists to track and report on climate bills, and advocate for those bills that will help reduce local emissions. Work with other jurisdictions across the state to add this to the priorities for the Association of Washington Cities and Washington State Association of Counties.		  


Potential Impact:


 Greenhouse Gas Reduction Potential


 Ecosystem Health

 Social Equity


 Economic Benefit

 Adaptation Value

 Other Regional Goal


 Youth Priority

100



December 2020

December 2020



101



## 6. Implementation Strategy

**“[Climate change] is an issue that is happening right now. It’s not something in the future, it’s right now, and we need to fix it right now, because if we start worrying about it in 10 years, that’s when it’s too late.”**

Elyanna Calle,  
Timberline High School student,  
organizer of the 2019 Olympia Climate Strike

City of Lacey’s Judd Street Bike Corridor.  
Source: City of Lacey





**Table 2.** Framework for Climate Mitigation Action

Achieving the vision and goals laid out for this plan will require bold leadership and, just as important, a sustained commitment to realizing the change necessary. It will require the attention, buy-in, and creativity of people in many different areas of our community and economy.

The *Thurston Climate Mitigation Plan* sets a framework for addressing the causes of climate change through strategies and actions that will reduce local sources of greenhouse gas emissions (see Figure 9). It also lays out the steps each of the four partner jurisdictions (Thurston County and the cities of Lacey, Olympia, and Tumwater) will need to take in the near term to get on track to achieving the 2030 and 2050 emission reduction targets.

This implementation strategy draws from the list of communitywide actions described in Chapter 5—*Strategies & Actions*, the results of the scenario analysis described in Chapter 4—*Plan Development*, as well as from perspectives provided by community members throughout the planning process.

# 6.1 Implementation Approaches

The broad strategies identified in Chapter 5—*Strategies & Actions* form the basis for implementation of the plan and the realization of the plan’s vision.

The suite of actions identified through the planning process cover a wide range of solutions. By including them in this plan, the intent is not to lock local jurisdictions into specific assignments, but to outline tangible, practical next steps worthy of further attention. As the plan is carried out over the next 30 years, it is expected that actions will change (be accomplished, found not effective, or new ones added), while the strategies will remain mostly unchanged. Prior to implementation, each action will require additional work to understand their feasibility, costs, and impacts.

To start that process, staff from the four partner jurisdictions grouped actions into four general approaches: legislative agenda, regionally coordinated, individual jurisdictions, and supporting partner.

## Legislative Agenda

Over the course of the planning effort, it became clear that one of the most powerful actions available to local governments would be to use their shared influence to advocate for changes at the state level.

A number of assessed actions require steps by the state legislature to create additional authority or make other changes to state law before action can occur at the local level. For other actions, jurisdictions believe state direction would provide a more effective or efficient approach. Under the legislative agenda, partner jurisdictions commit to working together to advocate for changes to state law that advance our climate mitigation priorities, such as:

- Establish additional financial incentives for property owners to invest in energy efficiency upgrades, such as authority to provide local tax credits or exemptions. Such incentives should address all types of buildings, but in particular target improvements to rental housing units. Local jurisdictions can track properties receiving such incentives, once they are authorized.
- Set requirements that ensure standard building energy efficiency information is provided to prospective tenants and consumers during real estate transactions, at times of sale, lease, or rent.
- Build on changes in the state Building and Energy code to support an even faster shift toward efficient and electric appliances in new construction, and greater efficiency in smaller commercial buildings (less than 50,000 square feet).



## Regional Coordination

One of the great strengths our region brings to this challenge is our history of collaborative partnership. A number of actions identified in the plan would build on existing regional programs. Others would require new partnerships to develop a shared approach. Partner jurisdictions commit to work together in the following areas:

- **Buildings and permitting**
  - Develop standard approaches to incentivize and track green building practices across our region.
  - Develop standard approaches to consider climate impacts in permitting decisions.
  - Develop model regional standards or codes for priority climate actions, including for green public buildings, land use incentives, solar and electric vehicle-ready buildings.
- **Transportation planning**
  - Support, and in some cases expand, existing programs, including the Commute Trip Reduction Program, Thurston Here-To-There, and Safe and Active Walks to School.

- Consider, and where appropriate, address climate mitigation goals, targets, and actions in upcoming regional projects, such as the Regional Trails Plan and Capitol Campus Telework project.
- Prioritize funding for transportation projects that advance climate mitigation priorities, including through congestion mitigation and supporting walk/bike infrastructure.
- **Food waste.** Support and expand Thurston County’s waste less food program.
- **Carbon sequestration.** Develop a regional program to track and certify carbon sequestration, including through afforestation, prairie preservation and enhancement, and regenerative agriculture.
- **Monitoring and assessment.**
  - Monitor our region’s progress on climate action, by continuing to track regional greenhouse gas emissions and progress toward climate mitigation targets. Incorporate additional information.
  - Regularly report on performance so our strategy can adapt as our understanding evolves.
- **Ongoing climate coordination and public engagement**
  - Support ongoing regional coordination of climate action, through the continuation of the current Steering Committee or other governance body.
  - Keep the community informed about climate mitigation activities and provide additional opportunities for public involvement in climate mitigation actions.
  - Seek and support funding for climate mitigation priorities.

## Individual Jurisdictions

Many of the actions identified in the plan can be taken on by individual jurisdictions. Partner jurisdictions commit to addressing the following areas through their various departments and work programs:

- **Municipal Operations.**
  - Look for ways to reduce emissions from government operations, including by increasing energy efficiency of lighting and water systems, installing solar or other renewables on public buildings, and transitioning to electric fleets. Consider and prioritize climate impacts in capital improvement decisions.





Intercity Transit is a key partner for reducing emissions from transportation. In addition to its fixed bus routes, Intercity Transit operates a vanpool program and provides outreach programs to reduce car trips by commuters and students. Source: Intercity Transit

- Increase use of remote meetings, teleworking, and flexible work schedules to minimize emissions from employee travel.
- **Code and Regulatory Changes.** Review and update zoning and development codes and other regulatory programs to address priority climate actions, including solar-ready development, dense neighborhoods, electric vehicle infrastructure, and tree canopy preservation.
- **Staff development.** Dedicate resources to develop staff expertise to provide technical assistance to support climate mitigation actions like green building permitting.

## Supporting Partner

Some actions identified in the plan would be best led by a different entity in the community, rather than a local government. Partner jurisdictions commit to support climate mitigation actions led by other organizations that include, but are not limited to:

- Intercity Transit
- Thurston Conservation District
- LOTT Clean Water Alliance
- Thurston Economic Development Council
- Puget Sound Energy

In addition, some actions assessed in the plan may be best achieved through public-private partnerships or other types of sponsorship or collaboration.

## 6.2 Levers and Mechanisms for Implementation

Local governments use different levers to change underlying conditions in a system and motivate individuals and organizations to change behaviors and investment to support climate actions. As shown in Figure 13, the strategies and actions included in the *Thurston Climate Mitigation Plan* employ a variety of levers. Often, local governments use different levers in sequence to achieve a strategy as a progression from voluntary action, to price signals and investments, and only turn to mandates as a last resort if other levers fail to achieve the desired outcome.

The project partners identified likely mechanisms to achieve each action, including through an existing program, new program, capital improvement, regulatory or code change, or support of a third-party partner. The type of mechanism helps determine the type of costs for an action (such as staff, one-time, or operating costs) as well as the potential timing. Details on the primary mechanism for each action are included in Appendix 10.6.

## What We Heard...

*“If you’re going to recommend actions, there need to be financial resources to help implement actions to keep housing affordable for low-income people, especially.”*

Interview with Trudy Soucoup,  
Homes First

*“Give very thoughtful consideration of impacts to rural areas. We have low income people, higher vulnerability people with limited access and resources. People here have to drive long distances. The bus doesn’t get you where you need to go.”*

Interview with Amy Loudermilk,  
Confederated Tribes of the Chehalis  
Reservation

**LEVER:** Voluntary Action

**DEFINITION:** Providing information, challenges, learning opportunities, technical assistance, examples, and other support can motivate people to try new behaviors.

**PRIMARY MECHANISM:** New or Existing Program / Support of a third-party

Example Actions from Thurston Climate Mitigation Plan			
Buildings & Energy	Transportation & Land Use	Water & Waste	Agriculture & Forests
B3.1 energy education B3.4 exemplary buildings B3.5 green building tracking B4.9 permit counter technical assistance B5.5 SolSmart B6.1 natural gas to electric conversions	T1.11 land use efficiency T2.4 vehicle efficiency outreach T2.17 teleworking T3.11 EV education T4.10 rider education/benefits T4.15 promote transit benefits T5.4 school drop-off alternative modes T5.11 mode shift targets	W4.4 waste audits W4.10 waste less food program W6.6 supply chain	A1.2 nutrient management A2.1 regenerative agriculture

**LEVER:** Price Signals

**DEFINITION:** Changing the economic impacts—the cost of consumption and other behaviors and the return on investment – through subsidies and incentives can motivate new behaviors and investment.

**PRIMARY MECHANISM:** New or Existing Program; Regulatory/code change

Example Actions from Thurston Climate Mitigation Plan			
Buildings & Energy	Transportation & Land Use	Water & Waste	Agriculture & Forests
B1.4 rental housing energy efficiency incentives B1.5 property tax credit B2.6 cool roofs B4.5 permitting incentives B4.6 energy efficiency tax exemptions B4.7 land use incentives B5.10 group purchasing	T3.2 free EV parking T3.14 EV mass purchase discounts T3.15 EV purchase incentives		A5.1 reforestation/afforestation

**LEVER:** Public Investments

**DEFINITION:** Investing government funds, short- and long-term, can create conditions that stimulate others to behave in new ways, and also significantly change the government’s own carbon footprint.

**PRIMARY MECHANISM:** Capital Improvement

Example Actions from Thurston Climate Mitigation Plan			
Buildings & Energy	Transportation & Land Use	Water & Waste	Agriculture & Forests
B2.3 LED lighting B4.4 green public buildings B5.3 public building solar	T1.4 20-minute neighborhoods T2.2 transportation network efficiency T5.13 telecommuting infrastructure T3.10 convert to EV fleets T4.1 increase transit T4.3 transit connections T4.4 fareless system T5.1 walk/bike infrastructure T5.2 barriers to active transportation	W1.1 municipal energy efficiency W2.2 water audits W3.1 nitrous oxide capture	

**LEVER:** Mandating Change

**DEFINITION:** Requiring behavior and enforcing the requirements can result in widespread compliance.

**PRIMARY MECHANISM:** Regulatory/Code Change

Example Actions from Thurston Climate Mitigation Plan			
Buildings & Energy	Transportation & Land Use	Water & Waste	Agriculture & Forests
B1.1 residential energy performance ratings B1.2 residential energy audits B1.6 rental housing energy efficiency baseline B2.1 commercial energy benchmarking B2.8 performance standard B4.11 grid-connected appliances B4.12 multifamily metering B5.8 solar-ready development code B6.2 electric appliances in new construction B6.4 natural gas transition	T1.1 coordinated planning-future infill T1.2 middle density housing T1.3 Eco districts T1.9 ADUs T3.1 EV parking new construction T3.5 EV-ready building code T3.7 EV integration		A6.5 municipal canopy A6.9 tree canopy preservation

Figure 13. Levers for Climate Action. Adapted from the Carbon Neutral Cities Alliance.

# 6.3 Funding the *Thurston Climate Mitigation Plan*

Funding the work necessary to address climate change and meet the adopted emission reduction targets will require leadership and creativity. This is especially true as local governments and partner agencies face lower revenues and difficult budget decisions as a result of the COVID-19 pandemic.

Many climate strategies and actions have the potential to create economic benefits for the Thurston region by supporting new industries and job growth. They may also lead to savings for individuals or businesses, such as through reduced transportation or energy costs. Climate mitigation actions also increase the region’s resilience and ability to both avoid and bounce back from natural disasters.

Detailed cost estimates for specific actions—and for regional climate mitigation as a whole—will depend on how jurisdictions decide to proceed in implementation. There are many decisions about staffing, program structure, and outside partnerships that may affect the total price tag for an action. Such detail was beyond the scope of this planning effort. Costs and benefits for a subset of priority actions will be considered in a supplemental analysis that will be completed in mid-2021.

The consultant team developed high-level estimates of potential direct costs to the four partner jurisdictions to complete an action or get it substantially underway (ex. staff or other resources). The estimates do not include broader costs to community members, outside agencies, private businesses, or other potential partners.

The communitywide implementation strategy (Appendix 10.6) also includes a breakdown of potential sources of funding for climate mitigation actions. While these are good starting places, City and County budgets, sources of funding, and estimated costs may change substantially over the life of this plan.

# 6.4 Implementation Timeline

The *Thurston Climate Mitigation Plan* identifies strategies and actions for reducing contributions to climate change over the next thirty years, based on our understanding today. Some of these actions will need to begin in the near term to realize impacts within that timeframe, others can have immediate impacts, and others are dependent on some enabling action. Some actions are one-time changes while others will require an ongoing effort to keep running. Not all actions assessed for the plan will be implemented in Year 1; some are sequential. For example, actions focused on fuel switching and encouraging adoption of electric vehicles are likely to be timed to kick in when our electrical grid uses cleaner sources of energy than it does currently.

Additional details on the communitywide implementation strategy, including leads, partners, timeframe and potential funding sources, is available in Appendix 10.6.


# What Can YOU DO to Take Climate Action?

Dramatic and lasting change comes from countless small shifts throughout society. Governments, business, families, and individuals all have a role to play. While this plan focuses on actions Thurston County, and the cities of Lacey, Olympia, and Tumwater can take to reduce local contributions to climate change, there are many things you can do to support that goal. Here are some ways to get started:

- ✓ **Start a conversation.** National surveys have shown that while most Americans believe global warming is happening and are worried about its impacts, the majority say they rarely or never hear it discussed among their friends and family. Researchers call this the “climate change spiral of silence” —people concerned about climate change avoid talking about their concerns because they don’t hear other people talking about it.<sup>12</sup> That silence can leave us feeling isolated and overwhelmed. You don’t need to be an expert on the science to let others know your hopes, fears, experiences, and actions when it comes to climate change—you might find out you share more common ground than you thought.
- ✓ **Rethink your ride.** Try increasing the number of trips you make by transit, carpooling, walking, or biking. Check out your options on [Thurston Here to There](#). Support your city in development that creates high density and mixed-use areas to reduce the need for driving. Buying a new car? Test drive an electric vehicle to see if it makes sense for you.
- ✓ **Reduce energy use.** Take an online [home energy assessment from Puget Sound Energy](#), and consider upgrading to higher efficiency appliances and fixtures. If you rely on natural gas for heat, consider switching to a ductless heat pump or other electric heat source. Investigate options for using more renewable energy at your home, place of worship, or business.
- ✓ **Buy smart, buy local.** Buying smart and buying less can lower your greenhouse gas footprint. Measure the food that you throw away and take the [Waste Less Food Challenge](#). Try a meat-free meal once a week. Choose items with less packaging and buy local to reduce emissions from shipping and packaging.
- ✓ **Advocate for change.** Tell your elected officials that addressing climate change is important to you, so they know to prioritize it when making work plans and budget decisions. If you have found it difficult to take a climate action, let them know what would make it easier or less expensive. Get together with your friends, neighbors, co-workers, or a local community organization to talk about what to do next.

<sup>12</sup> Maibach, E.et al, 2016.





*The Reserve* - Senior Housing  
Development in the City of Lacey.  
Source: City of Lacey

## 7. Next Steps

**“The urgency to reduce emissions and prepare for global warming’s inevitable impacts has never been greater. The window of time for limiting warming to 1.5°C and 2°C continues to narrow. At the same time, additional emissions commit us to increasingly severe global and local impacts.”**

- Climate Impacts Group



Plans are only as good the work they spark—the *Thurston Climate Mitigation Plan* is no exception. With the close of this planning process, focus can shift to carrying out the strategies and actions identified in the plan. Knowing the threat climate change poses to current and future generations of the Thurston region’s residents, there is no time to lose. While the breadth of work and extent of change needed can feel daunting, this challenge presents many opportunities to build a future for our community that is innovative, resilient, and more equitable. The good news is that our region has incredible resources and spirit to make that change happen.

Following a public review period, this plan will be finalized and put forward for acceptance by the four partner jurisdictions. Supporting pieces of this plan will include:

- A monitoring framework to gauge accountability and track progress toward achieving the regional greenhouse gas emission targets. A description of the monitoring framework is included in Appendix 10.7.
- A resolution for accepting of the *Thurston Climate Mitigation Plan* to be considered by the four partner jurisdictions of Thurston County and the cities of Lacey, Olympia, and Tumwater. Appendix 10.9

In 2020, Puget Sound Energy installed its first public electric vehicle charging station at the Hub at Lacey. A network of fast, convenient EV charging stations will help support a transition to greener transportation in the region. Source: Puget Sound Energy



- An interlocal agreement that outlines commitments among the four partner jurisdictions for implementation of the *Thurston Climate Mitigation Plan* and continued collaboration on regional climate action. Appendix 10.10
- A supplementary assessment of the costs and benefits of priority actions, and ways to address social equity in implementation of the *Thurston Climate Mitigation Plan*. This assessment has been awarded funding through a grant from the Washington State Department of Commerce and is scheduled to be completed by mid-2021.

While the focus of this planning process has been on what Thurston County, and the cities of Lacey, Olympia, and Tumwater can do to reduce greenhouse gas emissions and mitigate impacts from climate change, the project partners encourage all community members—individuals, neighborhoods, businesses, service organizations, and agencies—to use the information gathered here to inform your own plans and commitments to address climate change. Many adaptation and mitigation actions—large and small—are needed to help our region and planet remain resilient in the face of climate change. To succeed, each of us will need to do our part, so let’s get to work.

## What We Heard...

*“While local governments are the primary implementor, secondary ones will be builders, and you’ll need them to translate those actions on the ground. Make sure to liaise with the building community to understand best practices, so when it comes time to put ideas into code, things will go smoothly.”*

Interview with Erin Hall,  
Olympia Master Builders

*“Identify credible performance measures that are meaningful to the public and policy makers that can show if we are making progress.”*

Response to  
community questionnaire

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# 8. Glossary and Acronyms

## 8.1 Glossary

**Action**—a specific service, program, incentive, regulation or other mechanism that local governments or other partners uses to implement a strategy.

**Equity**—a measure of how costs and benefits of action will be distributed fairly across communities or whether actions will avoid disproportionately affecting the most vulnerable in our communities. A 2014 report by the Urban Sustainability Directors Network defined equity in the following way: “Equity in sustainability incorporates procedures, the distribution of benefits and burdens, structural accountability, and generational impact. This includes:

- **Procedural Equity**—inclusive, accessible, authentic engagement and representation in processes to develop or implement sustainability programs and policies.
- **Distributional Equity**—sustainability programs and policies result in fair distributions of benefits and burdens across all segments of a community, prioritizing those with highest need.
- **Structural Equity**—sustainability decision-makers institutionalize accountability; decisions are made with a recognition of the historical, cultural, and institutional dynamics and structures that have routinely advantaged privileged groups in society and resulted in chronic, cumulative disadvantage for subordinated groups.
- **Transgenerational Equity**—sustainability decisions consider generational impacts and don’t result in unfair burdens on future generations.”

**Sector**—a grouping of sources of greenhouse gas emissions (such as, Buildings and energy), and related strategies and actions that address those sources.

**Sequestration or Carbon Sequestration**—a natural or artificial process by which carbon dioxide is removed from the atmosphere and held in solid or liquid form. Atmospheric carbon dioxide may be taken up by trees, grasses, and other plants through photosynthesis and stored as carbon in biomass (trunks, branches, foliage, and roots) and soils.

**Strategy**—a method or general approach to achieve a desired goal; in this case, a reduction in greenhouse gas emissions from a particular sector.

# 8.2 Acronyms

**ADU**—Accessory Dwelling Unit

**CAFE**—Corporate Average Fuel Economy

**CARB**—California Air Resources Board

**CETA**—Clean Energy Transformation Act

**CO<sub>2</sub>**—Carbon dioxide

**COPD**—Chronic obstructive pulmonary disease

**CR2**—Carbon Reduction and Resiliency Plan (City of Lacey)

**EV**—Electric Vehicle

**ICLEI**—International Council of Local Environmental Initiatives

**IPCC**—United Nations Intergovernmental Panel on Climate Change

**LPG**—Liquid petroleum gas

**CH<sub>4</sub>**—Methane

**MTCO<sub>2</sub>e**—Metric tons of carbon dioxide (CO<sub>2</sub>) equivalent

**N<sub>2</sub>O**—Nitrous oxide

**RNG**—Renewable natural gas

**STEDI**—South Thurston Economic Development Initiative

**TCAT**—Thurston Climate Action Team

**TRPC**—Thurston Regional Planning Council

**VMT**—Vehicle miles traveled

**ZEV**—Zero emission vehicle

# 9. References

- American Psychological Association (2020). Majority of US Adults Believe Climate Change is Most Important Issue Today. Online survey conducted by The Harris Poll on behalf of APA from Dec. 12-16, 2019, among U.S. adults ages 18 and older. Retrieved 8/21/2020: <https://www.apa.org/news/press/releases/2020/02/climate-change>
- Climate Impacts Group (2019). Snover, A.K., C.L. Raymond, H.A. Roop, H. Morgan, 2019. "No Time to Waste. The Intergovernmental Panel on Climate Change's Special Report on Global Warming of 1.5°C and Implications for Washington State." Briefing paper prepared by the Climate Impacts Group, University of Washington, Seattle. Updated 02/2019
- EPA (2016). Greenhouse Gas Emissions from a Typical Passenger Vehicle. U.S. Environmental Protection Agency, Green Vehicle Guide. EPA-420-F-18-008. March 2018. Retrieved 8/15/2020 from EPA website: <https://www.epa.gov/greenvehicles/greenhouse-gas-emissions-typical-passenger-vehicle>.
- Hammerschlag, Roel (2020). Scenario Analysis Tool User's Guide. Doc. No.: TH-015(d). Hammerschlag LLC. Olympia, WA. July 2020.
- Intergovernmental Panel on Climate Change (IPCC 2018) Summary for Policymakers. In: Global Warming of 1.5°C. An IPCC Special Report on the impacts of global warming of 1.5°C above pre-industrial levels and related global greenhouse gas emission pathways, in the context of strengthening the global response to the threat of climate change, sustainable development, and efforts to eradicate poverty [Masson-Delmotte, V., P. Zhai, H.-O. Pörtner, D. Roberts, J. Skea, P.R. Shukla, A. Pirani, W. Moufouma-Okia, C. Péan, R. Pidcock, S. Connors, J.B.R. Matthews, Y. Chen, X. Zhou, M.I. Gomis, E. Lonnoy, T. Maycock, M. Tignor, and T. Waterfield (eds.)]. World Meteorological Organization, Geneva, Switzerland, 32 pp.
- Maibach, E., Leiserowitz, A., Rosenthal, S., Roser-Renouf, C., & Cutler, M. (2016). Is there a climate "spiral of silence" in America? Yale University and George Mason University. New Haven, CT: Yale Program on Climate Change Communication.
- Resource Systems Group, Inc. (RSG 2014). South Sound Travel Study—Final Household Survey Report for Thurston Regional Planning Council. Resource Systems Group, Inc. Olympia, WA. Print. February 2014.
- Thurston Climate Action Team (TCAT 2020). Greenhouse Gas Inventory Report for Calendar Years 2015-2018, Final Report. Thurston Climate Action Team. Olympia, WA. June 2020.
- Thurston Regional Planning Council (TRPC 2016). Vulnerability Assessment for Thurston Climate Adaptation Plan. Thurston Regional Planning Council. Olympia, WA. Print. December 2016.
- Yuen, T., et al., (USDN 2017). Guide to Equitable Community-Driven Climate Preparedness Planning. Urban Sustainability Directors Network. May 2017. Retrieved April 2019: [https://www.usdn.org/uploads/cms/documents/usdn\\_guide\\_to\\_equitable\\_community-driven\\_climate\\_preparedness\\_high\\_res.pdf](https://www.usdn.org/uploads/cms/documents/usdn_guide_to_equitable_community-driven_climate_preparedness_high_res.pdf)
- Zhu, Y, et al. (2020). Effects of Residential Gas Appliances on Indoor and Outdoor Air Quality and Public Health in California. UCLA Fielding School of Public Health, April 2020. Retrieved 8/15/2020: <https://ucla.app.box.com/s/xyz8jc1ixnetiv0269qe704wu0ihif7>.

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# 10. Appendices

- 10.1. Resolutions Adopting Common Targets to Reduce Communitywide Greenhouse Gas Emissions
- 10.2. 2018 Greenhouse Gas Emissions Inventory
- 10.3. Communitywide Actions List
- 10.4. Multicriteria Analysis
- 10.5. Scenarios Analysis Report
- 10.6. Communitywide Implementation Strategy
- 10.7. Monitoring Protocol
- 10.8. Community Engagement Summary
- 10.9. Resolution Accepting the Thurston Climate Mitigation Plan



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## City Council

# Approval of a Resolution Authorizing an Interlocal Agreement with Thurston County, City of Lacey, City of Olympia, City of Tumwater and Thurston Regional Planning Council for Implementation of the Thurston Climate Mitigation Plan

**Agenda Date:** 2/2/2021  
**Agenda Item Number:** 6.C  
**File Number:** 21-0121

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

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### Title

Approval of a Resolution Authorizing an Interlocal Agreement with Thurston County, City of Lacey, City of Olympia, City of Tumwater and Thurston Regional Planning Council for Implementation of the Thurston Climate Mitigation Plan

### Recommended Action

#### City Manager Recommendation:

Move to approve a Resolution authorizing an Interlocal Agreement with Thurston County, City of Lacey, City of Olympia, City of Tumwater and Thurston Regional Planning Council for implementation of the Thurston Climate Mitigation Plan.

### Report

#### Issue:

Whether to approve an Interlocal Agreement for implementation of the Thurston Climate Mitigation Plan.

### Staff Contact:

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

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

Pamela Braff, PhD, Climate Program Manager, 360.753.8249

### Presenters:

Rich Hoey, Public Works Director

Susan Clark, Engineering and Planning Supervisor

### Background and Analysis:

#### Regional Climate Mitigation Planning

In April 2018, Thurston County, Olympia, Lacey, Tumwater and Thurston Regional Planning Council

(TRPC) signed an Interlocal Agreement to complete Phase I of a regional Thurston Climate Mitigation Plan, with TRPC leading the effort. Phase I work resulted in the following regional greenhouse gas emissions reduction targets:

- 45% below 2015 levels by 2030
- 85% below 2015 levels by 2050

In November 2018, Olympia and the other regional jurisdictions approved a Phase II Interlocal Agreement addressing the development of the Thurston Climate Mitigation Plan (TCMP). Over the past two years, the regional jurisdictions worked cooperatively to develop the proposed TCMP. Acceptance of the TCMP is being considered by City Council under separate action.

The proposed “Phase III” Interlocal Agreement between the regional partners is focused on moving the TCMP into implementation over the next 12-month timeframe. Under the Interlocal Agreement, TRPC will serve as the lead entity to implement the Scope of Work found in Exhibit A. A total budget of \$176,102 to \$188,736, split evenly among the four jurisdictions, will fund TRPC’s implementation of the Scope of Work.

Each jurisdiction is also expected to contribute at least 0.25 FTE of staff and elected official time called for in the Scope of Work to operationalize the implementation framework. Pamela Braff, the City’s new Climate Program Manager will be the lead staff for this effort, working with City Council representatives serving on a Climate Action Steering Committee.

#### Scope of Work

The Scope of Work is broken into five main tasks, as outlined briefly below:

1. Project Management and Coordination - this task includes traditional project management responsibilities, along with coordination of a regional staff workgroup.
2. Climate Action Steering Committee - this task involves coordination of a regional steering committee made up of elected officials that will guide the Phase III work.
3. Policy and Action Research Support - this task calls for additional research to support implementation of certain regionally coordinated strategies found in the TCMP. Under this task, TRPC will prepare four white papers, including: 1) climate informed decision making, 2) energy efficiency of residential buildings, 3) electric vehicle ready infrastructure, and 4) regional program for carbon sequestration.
4. Monitoring and Assessment Program - this task includes the development of a monitoring framework to gauge accountability and track progress towards achieving the regional greenhouse gas reduction targets. This task also includes an annual progress report for Year 1 of TCMP implementation.
5. Public Outreach - lastly, this task involves development of a web page for TCMP implementation, as well as presentations by TRPC staff to interested parties. This task may also include development of a short educational video.

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

During the TCMP planning process, many stakeholders and community members have voiced

support for taking significant action to reduce the region's greenhouse gas emissions. These community members have expressed the importance of both development and implementation of the TCMP.

**Options:**

1. Approve a Resolution authorizing an Interlocal Agreement with Thurston County, City of Lacey, City of Olympia, City of Tumwater and Thurston Regional Planning Council for implementation of the Thurston Climate Mitigation Plan. The City will be able to move forward with regional partners on the implementation of the TCMP as outlined in the Scope of Work.
2. Modify the Interlocal Agreement. Work with regional partners to modify the Interlocal Agreement to address City Council concerns.
3. Do not approve the Interlocal Agreement. The City would no longer work regionally on the implementation of the TCMP. The City would move forward on its own to implement the TCMP.

**Financial Impact:** The cost will range from \$44,025 to \$47,184 per jurisdiction depending on the number of Steering Committee and other meetings held under the Scope of Work. Sufficient funds are contained in the 2021 budget for work on climate change. Long-term costs of TCMP implementation are expected to be significant over time and will be determined in more detail through the next phases of work.

**Attachment:**

Resolution  
Interlocal Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
APPROVING THE INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY, CITY OF  
LACEY, CITY OF OLYMPIA, CITY OF TUMWATER, AND THURSTON REGIONAL PLANNING  
COUNCIL FOR IMPLEMENTATION OF THE THURSTON REGIONAL PLANNING COUNCIL  
FOR IMPLEMENTATION OF THE *THURSTON CLIMATE MITIGATION PLAN***

**WHEREAS**, Thurston County (the “County”) and the cities of Lacey, Olympia, and Tumwater (the “Cities”) believe that carbon dioxide and other greenhouse gas emissions from human activities are accelerating global climate change and resulting in local impacts, including sea-level rise, ocean acidification, and more frequent and intense heavy precipitation events, floods, droughts, and wildfires; and

**WHEREAS**, the County and the Cities agree that impacts from climate change pose an urgent threat to public health, public infrastructure, and the quality of life of residents in the Thurston region; and

**WHEREAS**, the *Sustainable Thurston Plan* adopted by Thurston Regional Planning Council (TRPC) in 2013, and subsequently accepted by the County and the Cities, sets a goal for the Thurston region to move toward carbon neutrality, and identified the creation of a regional climate action plan as a first action step; and

**WHEREAS**, in 2018, the City of Olympia adopted Resolution No. M-1976 adopting common targets to reduce communitywide greenhouse gas emissions 45 percent below 2015 levels by 2030 and 85 percent below 2015 levels by 2050 to ensure that local communities do their part to keep the global average temperature from rising more than 2°C; and

**WHEREAS**, in November 2018, Olympia and the other regional jurisdictions approved a Phase II Interlocal Agreement addressing the development of the Thurston Climate Mitigation Plan (TCMP), and over the past two years, the regional jurisdictions have worked cooperatively to develop the proposed TCMP; and

**WHEREAS**, continued coordination, monitoring, and public outreach will be essential to achieving the vision laid out in the TCMP; and

**WHEREAS**, the TCMP can only be successful if implemented on a communitywide basis with ongoing support from local governments, private entities, utilities, nonprofits, community groups, neighborhoods, and the public;

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

1. The Olympia City Council hereby approves the form of Interlocal Agreement with Thurston County, City of Lacey, City of Olympia, City of Tumwater and Thurston Regional Planning Council and the terms and conditions contained therein.



2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any 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 \_\_\_\_\_ 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**Interlocal Agreement between Thurston County, City of Lacey, City of Olympia, City of Tumwater, and Thurston Regional Planning Council for Implementation of the Thurston Climate Mitigation Plan**

THIS AGREEMENT is made and entered into as of the date of the last signature affixed hereto below by and between: the City of Lacey, a Washington municipal corporation ("Lacey"); the City of Olympia, a Washington municipal corporation ("Olympia"); the City of Tumwater, a Washington municipal corporation ("Tumwater"); Thurston County, a Washington municipal corporation ("County"); and, the Thurston Regional Planning Council, a state-designated council of governments and regional transportation planning organization ("TRPC"), collectively referred to herein as "the Parties" and individually as "Party."

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

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

**WHEREAS**, the Parties believe that greenhouse gas emissions accelerate climate change, and result in such impacts as reduced snowpack, ocean acidification, sea level rise, increased flooding, summer droughts, loss of habitat, and increased forest fires; and

**WHEREAS**, these environmental impacts of climate change create economic and public health impacts and the Parties are greatly concerned over all these impacts on the Thurston County region and their respective communities; and

**WHEREAS**, the Parties in the spring of 2018 executed Phase 1 of the *Thurston Climate Mitigation Plan* that assessed their greenhouse gas emissions and efforts to reduce them, as well as recommended that each jurisdiction adopt a resolution with a common emissions baseline and science-based targets to guide the Plan's Phase 2 by striving to reduce communitywide emissions 45% below 2015 levels by 2030 and 85% below 2015 levels by 2050; and

**WHEREAS**, the Parties completed the *Thurston Climate Mitigation Plan* in early 2021 and have started Plan implementation; and

**WHEREAS**, the Parties believe that regionally coordinated implementation of the *Thurston Climate Mitigation Plan* is essential to the most efficient and effective deployment of the plan's actions; and

**WHEREAS**, the County and cities wish to contract with TRPC, given TRPC's mission and staff expertise, to support and coordinate regional efforts to implement and monitor progress on the *Thurston Climate Mitigation Plan*.

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

**I. Scope of Work**

Working in collaboration with the County and cities, TRPC shall help coordinate climate mitigation work in accordance with the scope of work included as Exhibit A. The County and cities will pay an equal share of the costs of the scope of work to TRPC. The cost of this agreement will be between \$176,102 (\$44,025 per jurisdiction) and not to exceed \$188,736 (\$47,184 per jurisdiction) over the one-year performance period. The County and cities will commit a combination of staff resources and Commission/City Council Member time called for in the scope of work (approximately 0.25 FTE) to operationalize the implementation framework.

At the conclusion of the initial one-year performance period, the Parties may amend this agreement to include additional time, scope, and budget. The amended interlocal agreement will include an agreed-upon distribution of costs among the Parties.

**II. Indemnification and Insurance**

Each Party agrees to defend, indemnify, and hold the other parties, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits including reasonable attorney fees, arising out of or in connection with the indemnifying Party's performance of this Agreement, including injuries and damages caused by the negligence of the indemnifying Party's officers, officials, and employees.

The Parties agree to maintain liability insurance; this may be fulfilled by a Party's membership and coverage in Washington Cities Insurance Authority (WCIA), a self-insured municipal insurance pool.

**III. No Separate Legal Entity Created**

This Agreement creates no separate legal entity.

**IV. Duration of Agreement**

This Agreement shall be effective on the date of the last signature affixed hereto and shall terminate one year from the execution date. The Parties may choose to renew this agreement for additional periods.

**V. Amendment of Agreement**

This Agreement may be amended or terminated upon mutual agreement of the Parties. The Parties may amend this Agreement to allow other jurisdictions to participate in Thurston Climate Mitigation Plan implementation. As a prerequisite for joining the Agreement, new parties must adopt Phase 1's common emissions-reduction targets and prepare a climate mitigation implementation strategy for that jurisdiction. Each new jurisdiction would be responsible for an equal share of the costs of this agreement.

A Party may withdraw from the agreement upon 60 days written notice to the remaining parties, and there is no reimbursement upon withdrawal. The agreement shall automatically terminate when only one Party remains.

**VI. Interpretation and Venue**

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The Parties hereby agree that venue for enforcement of any provisions shall be the Superior Court of Thurston County.

**VII. Entire Agreement**

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

**VIII. Recording**

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the Parties' websites as provided by RCW 39.34.040.

**IX. Counterparts**

This Agreement may be executed in counterparts, and all such counterparts once so executed shall together be deemed to constitute one final agreement, as if one document had been signed by all Parties, and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding on the parties. A faxed or email copy of an original signature shall be deemed to have the same force and effect as the original signature.

**X. Rights**

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

**XI. Notice**

Any notice required under this Agreement shall be to the party at the address listed below and it shall become effective five business days following the date of deposit with the United States Postal Service.

**THURSTON COUNTY**

Attn: Josh Cummings, Community Planning and Economic Development Director  
Re: Climate Plan Implementation  
2000 Lakeridge Dr. SW  
Olympia, WA 98502

**CITY OF OLYMPIA**

Attn: Rich Hoey, Public Works Director  
Re: Climate Plan Implementation  
P.O. Box 1967  
Olympia, WA 98507-1967

**CITY OF LACEY**

Attn: Rick Walk, Director of Community and Economic Development  
Re: Climate Plan Implementation  
420 College Street SE  
Lacey, WA 98503

**CITY OF TUMWATER**

Attn: Brad Medrud, Planning Manager  
Re: Climate Plan Implementation  
555 Israel Road SW  
Tumwater, WA 98501

**THURSTON REGIONAL PLANNING COUNCIL**

Attn: Allison Osterberg, Senior Planner  
Re: Climate Plan Implementation  
2411 Chandler Court SW  
Olympia, WA 98502

[Signatures are affixed to next page.]



This Agreement is hereby entered into between the Parties, and it shall take effect on the date of the last authorizing signature affixed hereto:

**GOVERNMENT AGENCY EXECUTIVE**

**APPROVED AS TO FORM**

<b>CITY OF LACEY</b> 420 College Street SE Lacey, WA 98503   <hr/> <b>Scott Spence, City Manager</b>	<b>CITY OF LACEY</b> 420 College Street SE Lacey, WA 98503   <hr/> <b>David Schneider, City Attorney</b> <b>Date</b>
<b>CITY OF OLYMPIA</b> 601 4th Ave East Olympia, WA 98501   <hr/> <b>Steven J. (Jay) Burney, City Manager</b>	<b>CITY OF OLYMPIA</b> 601 4th Ave East Olympia, WA 98501   <hr/> <b>Mark Barber</b> 01/27/2021 <b>Mark Barber, City Attorney</b> <b>Date</b>
<b>CITY OF TUMWATER</b> 555 Israel Road SW Tumwater, WA 98501   <hr/> <b>Pete Kmet, Mayor</b>	<b>CITY OF TUMWATER</b> 555 Israel Road SW Tumwater, WA 98501   <hr/> <b>Karen Kirkpatrick, City Attorney</b> <b>Date</b>
<b>THURSTON COUNTY</b> 2000 Lakeridge Drive SW Olympia, WA 98502   <hr/> <b>Ramiro Chavez, County Manager</b>	<b>THURSTON COUNTY</b> 2000 Lakeridge Drive SW Olympia, WA 98502   <hr/> <b>Jon Tunheim, Prosecuting Attorney</b> <b>Date</b>
<b>THURSTON REGIONAL PLANNING COUNCIL</b> 2424 Heritage Court SW, Suite A Olympia, WA 98502   <hr/> <b>Marc Daily, Executive Director</b>	



## **SCOPE OF WORK FOR THURSTON CLIMATE MITIGATION PLAN IMPLEMENTATION**

### **OVERVIEW**

This scope of work is for twelve months of coordination of efforts to implement the Thurston Climate Mitigation Plan (the Plan) for Thurston County and the cities of Lacey, Olympia, and Tumwater (the Parties). The Plan, developed with the help of the Thurston Regional Planning Council (TRPC), identifies common 2030 and 2050 emissions-reduction targets, communitywide strategies and actions sufficient to meet those targets, and an implementation strategy framework for the Parties, which will be supplemented, as needed, by specific implementation strategies for each jurisdiction.

Since strategies and actions in the plan include both public- and private-sector responsibilities, implementation will require a region-wide effort, not solely the efforts of the Parties. The Parties acknowledge that strategies and actions in the Plan require multi-year implementation and commit to long-term regional cooperation for Plan implementation. This scope is intended to cover an interim period, building on the partnerships developed during the Plan process to develop implementation details and agreement on longer-term strategies for governance, monitoring, and outreach to support a coordinated regional approach to climate mitigation.

### **ROLES & RESPONSIBILITIES**

For the first year, the four participating jurisdictions will commit an amount of between \$176,102 (\$44,025 per jurisdiction) and not to exceed \$188,736 (\$47,184 per jurisdiction). The range in total cost provides the Parties flexibility in determining the number of meetings required, as described under Tasks 1 and 2 and the Contract Budget section.

The Parties will seek grants and other resources to help in funding this agreement and other implementation costs. TRPC will use multiple staff to perform the tasks in this scope of work to best match the work needed with the optimal staff and appropriate billing rates.

Each jurisdiction will allocate a combination of either in-kind staff or Commission/City Council Member's time summing to approximately 0.25 FTE/year to implement this scope of work. In-kind staff support includes, but is not limited to, participation in the Multijurisdictional Staff Team (MST) and the Steering Committee. This in-kind staff report includes meeting attendance, assignments, and coordination with jurisdictional staff and elected officials at levels at least equal to Phases 1 and 2 of climate mitigation planning. The scope also assumes that jurisdictional public information officers and other communications staff will support public communication, outreach, and gathering public opinion through jurisdictional newsletters, mailing lists, social and print media, and other jurisdictional tools and contacts.

## **TASKS & DELIVERABLES**

The following tasks and deliverables are for the first year of implementation only. This is a 12-month agreement starting on the day that all Parties' signatures are obtained.

TRPC staff anticipates that implementation coordination needs will evolve as implementation proceeds, therefore, a revised scope of work will be needed for any subsequent years.

### **Task 1: Project Management and Coordination**

#### **1a - Coordinate Multijurisdictional Staff Team (MST)**

The MST consists of the lead staff and alternates of the Parties. The MST will focus on topics such as:

- What aspects of implementation are working well, what needs improvement, and what are future implementation risks?
- Opportunities for collaboration and opportunities for funding.
- Emerging ideas to enhance implementation toward achievement of goals.
- Items that require discussion/decisions at the Steering Committee level, and agreement on Steering Committee agendas.
- Assist in development and review of the annual implementation report.

The MST will meet seven and no more than ten times over the year depending on project needs and the time constraints of jurisdictional staff. TRPC staff will facilitate these meetings including scheduling, securing a venue/setting a virtual meeting space, preparing an agenda, facilitating, and documenting meeting decisions and outcomes. MST members will also work on implementation tasks between meetings. This task does not include convening issue-specific work groups identified by the Steering Committee.

#### **1b – Information Sharing**

As part of implementation coordination, TRPC staff will monitor funding opportunities and bring those to the MST for consideration and possible elevation to the Steering Committee. TRPC staff will track regional climate implementation activities and share relevant information and opportunities with jurisdiction staff to support coordination among the partner organizations.

#### **1c – Invoicing and Administration**

TRPC staff will submit monthly invoices and task-based updates to each jurisdiction's designated staff lead.

### **Task 1 Deliverables:**

- MST logistics and documentation (seven to ten meetings). This task does not include convening issue-specific work groups that may be identified by the Steering Committee.
- Quarterly documentation of grant opportunity searches and tracking of any applications submitted by Steering Committee members. This does not include writing grant applications.
- Quarterly summary of regional climate implementation activity, including possible public/private/non-profit opportunities for collaboration.
- Report out on legislative bills of interest.

- Monthly invoices.

## **Task 2: Climate Action Steering Committee**

The Plan identifies a need to provide continued coordinated leadership to build local capacity for climate mitigation action. This task will build on the successful partnership already in place to create a Steering Committee that will oversee initial implementation activities and develop a longer-term agreement for regional cooperation on climate mitigation activities. Steering Committee membership will include a designated policymaker lead and policymaker alternate from each of the Parties; members are permitted to include staff support as needed. The Steering Committee will elect a chair and vice chair to lead the Steering Committee.

The Steering Committee will be an advisory body to the four Parties. The four Parties do not delegate jurisdictional decision authority to the Steering Committee – it is solely an advisory body. The charge of the Steering Committee is to discuss and advise on:

- Steering Committee operations. Develop a charter that establishes expectations and operating norms for the committee, including membership, responsibilities, communication, decision-making, and conflict resolution.
- Longer-term climate mitigation coordination. Review options and develop agreement for longer-term governance, monitoring, and public outreach that support a coordinated regional approach to climate mitigation. Governance to include identifying role for key public and private sector partners in Plan implementation, for example, as advisory, non-voting members in an oversight committee.
- Plan implementation. As each Policy and Action Research white paper (see Task 3) is completed, the Steering Committee will review the findings and recommend changes to Plan implementation as necessary considering the new information.
- Progress toward achieving emissions targets.
- Opportunities for inter-jurisdictional implementation and public private partnerships.
- Need for issue-specific workgroups.
- Adaptation of Plan implementation. The Steering Committee will advise Plan implementation throughout.
- Grant and other funding opportunities.
- Ongoing public outreach and involvement.
- State and federal legislative action important to achieving the Plan goals.

The Parties recognize that work remains to further define, hone, and prioritize the strategies and actions outlined in the Plan. Developing a more detailed strategy for implementation will be one of the first tasks of the Steering Committee, supported by the work of the MST. Through facilitation of the Steering Committee and MST, TRPC staff will support prioritization discussions, but this scope and budget does not task TRPC with developing the prioritization process or delivering a prioritized list of actions.

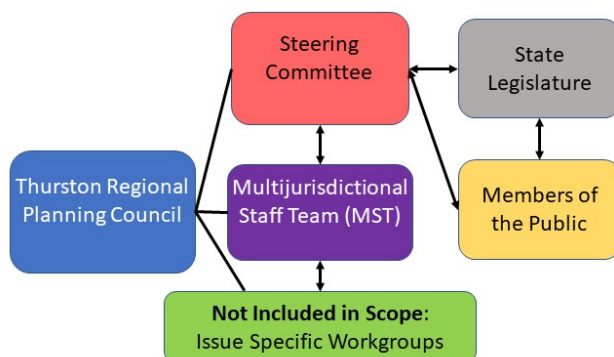
### **2a – Facilitate Steering Committee**

TRPC staff, in consultation with the MST, will facilitate Steering Committee meetings including scheduling, securing a venue/setting a virtual meeting space, developing a draft agenda (for approval by the Steering Committee Chair and Vice Chair), providing public notice, preparing presentations and materials, distributing written public input to Steering Committee members, and producing meeting notes.



It is anticipated that the Steering Committee will meet between six and twelve times in the first year of implementation.

Figure 1, below, illustrates the relationships of the Steering Committee, MST, and issue-specific workgroups (detailed in Task 3).



**Steering Committee:** Comprised of the elected officials of the Parties and any specific invitees. This is the main advisory body for Plan implementation.

**Multijurisdictional Staff Team:** Staff from TRPC and each Party to support the Steering Committee and coordinate among the Parties.

**Thurston Regional Planning Council:** Provides facilitation and coordination support for the Steering Committee and MST. Also provides research and recommendations for Plan implementation.

**State Legislature:** The Plan includes legislative actions that will require public support and Steering Committee engagement with legislators.

**Members of the public:** Members of the public are encouraged to provide input in writing or in person to the Steering Committee.

**Issue specific work groups:** If deemed necessary, these groups would help refine and implement specific climate actions.

**Figure 1. Climate Mitigation Plan Implementation Coordination Framework.**

## Task 2 Deliverables

- Steering Committee charter
- Scheduling and logistics for between six and twelve Steering Committee meetings.
- Agendas, materials, and notes for between six and twelve Steering Committee meetings.
- Compilation and distribution of any written public input to Steering Committee members.
- Within six months of the first Steering Committee meeting, TRPC staff will assist the Parties in developing a draft long-term Climate Mitigation Implementation ILA for the Parties and produce a proposed scope of work for a second year, or longer if the Parties direct. A final long-term ILA would be expected by November 2021.

## Task 3: Policy Research Support

The Plan identifies a need for additional research before some regionally coordinated strategies and actions can move ahead.

**3.1 – Policy and Action Research.** Under this task, TRPC staff would further flesh out the details of a regional approach to the topics listed below through research and stakeholder outreach to be summarized in a white paper with recommendations to inform next implementation steps. Each white paper would include:

- Background information on topic, including information gathered through TCMP development.
- Comparison or case studies of 2-5 existing programs in other regions, states, or countries.

- Summary of up to three policy/action options for implementation, including the potential benefits and challenges and equity considerations of each option. Identified options should clearly delineate between policy/actions that could be taken by individual jurisdictions and those that could be most beneficial if addressed through regional cooperation among the Parties.
- Rough cost estimates and timelines of different policy options.
- Where appropriate, model code or policy language for use by individual jurisdictions.

White papers would be developed in consultation with the MST and would be reviewed by the Steering Committee. The Steering Committee will determine the priority topics and order for developing white papers.

**White Paper Topics** – The following provides examples of potential white paper topics to provide a sense of detail and scope. The Steering Committee will determine the topics for which white papers are ultimately developed.

- **Climate-informed Decision-making.** Options for estimating and accounting for climate impacts in development, transportation, and budget decisions.
  - G4.6 – social cost of carbon [including equity in climate decision-making]
- **Energy Efficiency of Residential Buildings.** Options for energy efficiency performance standards, incentives and funding tools for increasing rate of energy efficiency retrofits in existing residential building stock, to include recommendations for legislative agenda.
  - B1.1 – residential energy performance ratings
  - B1.2 – residential energy audits
  - B1.4 – rental housing energy efficiency incentives
  - B1.5 – property tax credit
  - B1.6 – rental housing energy efficiency baseline
- **Electric-Vehicle-ready Infrastructure.** Options for supporting electric vehicle charging infrastructure, including model code amendments.
  - T3.5 – EV-ready building code
  - T3.7 – EV integration
- **Regional Program for Carbon Sequestration.** Options for certifying, tracking, and administering a regional carbon sequestration program.
  - A2.1 – regenerative agriculture
  - A5.1 – reforestation & afforestation program
  - A7.1 – prairie preservation

### Task 3.1 Deliverables

- White paper for each topic area (four total)

**3.2 – Issue-specific Work Groups.** The Parties recognize that a higher level of stakeholder engagement through issue-specific work groups may be helpful to refine strategies and actions for implementation. This scope of work does not include issue specific work groups, yet this task is maintained as a placeholder should such workgroups be deemed necessary and approved by all Parties. Should the Parties decide that issue-specific workgroups are necessary, funding to support that coordination would need to be identified.

#### **Task 4: Monitoring and Assessment Program**

The Plan includes a monitoring framework to gauge accountability and track progress toward achieving the regional greenhouse gas emission targets. The Parties recognize that monitoring and assessment will be critical to the long-term success of implementation.

**4.1 – Recommendations for Long-term Monitoring Program.** Develop recommendations for longer-term monitoring and assessment program to be included in the ILA described as a deliverable for Task 2. This task would include reviewing monitoring and performance assessment programs for 2-5 other climate programs and presenting different options to MST and Steering Committee.

The review will involve researching feasibility and developing options and recommendations for including the following components in a long-term monitoring and assessment program:

- Greenhouse Gas Emissions Inventory (Action G4.1)
- Methods and baseline data to track additional emissions sources and supplemental indicators identified as gaps in the Thurston Climate Mitigation Plan (i.e., consumption-side emissions, baseline sequestration information, equity indicators) (Action G4.3). This task would not include collecting the actual data to track these additional emissions sources and indicators, but only to assess the feasibility and costs of doing so.
- Performance Assessment, including an online dashboard reporting status and trends of key performance indicators and annual or other progress reporting on regional climate action (Action G4.2)
- Cost estimates for each component of the long-term monitoring program.

**4.2 – Annual Progress Report.** With support of the MST, prepare a year-one report summarizing regional and jurisdictional activities that support the climate mitigation framework and progress toward targets. Assumption is that individual jurisdiction staff will provide content for activities of their own jurisdiction in format provided by TRPC.

#### **Task 4 Deliverables**

- Recommendations for long-term monitoring and assessment program, including cost estimates.
- Year 1 Climate Mitigation progress report

#### **Task 5: Public Outreach**

TRPC staff will develop and maintain a Climate Action Implementation web page to serve as the primary location for the Parties, partners, and the public to access the Plan, information on the Steering Committee, monitoring information, annual reports, and opportunities for stakeholders to provide input or assist with Plan implementation.

This scope also assumes that TRPC staff would provide up to 60 hours providing or supporting jurisdiction staff in presentations to outside groups, upon request (e.g., City Councils/Board of County Commissioners or community groups) or other activities to increase community awareness and education around climate change and the Thurston Climate Mitigation Plan. The MST, in consultation with the Parties' Steering Committee members, will decide on presentations to be made. The Parties may substitute creation of a short educational video about the Plan using a portion of the 60 public outreach hours, provided the total budget for this task is not exceeded.

TRPC staff will maintain a master contact list of the Parties, advisory Steering Committee members, other partner implementation entities, and interested parties.

Aside from developing and maintaining the Climate Action Implementation web page and presentations to outside groups, public outreach activities for this work could be highly variable in level of effort, and therefore cost, based on the specific activities that are implemented. This scope does not include additional outreach work the MST and Steering Committee may identify.

#### **Task 5 Deliverables**

- Development and maintenance of Climate Action Implementation web page.
- Up to 60 hours providing or supporting presentations to outside groups as directed by the MST.
- Maintenance of master Climate Action Implementation contact list.

#### **CONTRACT BUDGET**

##### **TRPC Cost & Time Estimate by Task:**

<b>Base Estimate</b> (7 MST and 6 Steering Committee Meetings)		<b>Additional Costs</b> (4 more MST and 6 more Steering Committee Meetings – only if directed by the Parties)	
<b>Task 1</b>	<b>\$13,696</b>	<b>Task 1</b>	<b>\$1,910<sup>A</sup></b>
<b>Task 2</b>	<b>\$12,551</b>	<b>Task 2</b>	<b>\$10,724<sup>B</sup></b>
<b>Task 3</b>	<b>\$84,082</b>	<b>Task 3</b>	<b>\$0</b>
<b>Task 4</b>	<b>\$40,317</b>	<b>Task 4</b>	<b>\$0</b>
<b>Task 5</b>	<b>\$25,456</b>	<b>Task 5</b>	<b>\$0</b>
<b>Total</b>	<b>\$176,102</b>	<b>Total</b>	<b>\$12,634</b>

**A. Up to four additional meetings at \$637 per meeting**

**B. Up to six additional meetings at \$1,787 per meeting**

This scope of work also assumes that each jurisdiction will allocate a combination of either in-kind staff or Commission/City Council Member's time summing to approximately 0.25 FTE/year to implement this scope of work.



## City Council

### Briefing on the Public Engagement Process for Re-Imagining Public Safety

**Agenda Date:** 2/2/2021  
**Agenda Item Number:** 6.D  
**File Number:** 21-0132

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

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#### Title

Briefing on the Public Engagement Process for Re-Imagining Public Safety

#### Recommended Action

##### Committee Recommendation:

On January 14, 2021, the Ad Hoc Committee on Public Safety unanimously approved a public engagement process for Re-Imagining Public Safety.

##### City Manager Recommendation:

Receive a briefing on the public engagement process for Re-Imagining Public Safety.

#### Report

##### Issue:

Whether to receive a briefing on the public engagement process for Re-Imagining Public Safety.

##### Staff Contact:

Stacey Ray, Strategic Planning & Performance Manager, 360.753.8046

##### Presenter(s):

Stacey Ray, Strategic Planning & Performance Manager

#### Background and Analysis:

The Ad Hoc Committee on Public Safety is scheduled to meet through August of 2021. During that time, the Committee will work with City staff and Council to develop a greater understanding of the current public safety system and consider recommendations on policy and budget options that will reduce inequities, eliminate bias, and create a public safety system that works for all.

Providing staff guidance on engaging the community in a broad and highly inclusive public process to "Re-Imagine Public Safety" is included in the Committee's 2021 work plan. At their January 14, 2021, meeting, the Committee approved the attached process overview that uses a Participatory Leadership approach.

During the presentation staff will share the approach and how it will be implemented; including the timeline, phasing, and use of a Community Work Group to lead this effort. Staff will also discuss the



process for selecting Community Work Group members as well as roles and responsibilities for the Work Group, Council, Staff, and the newly formed Social Justice and Equity Commission.

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

There is broad community member interest in the City hosting a community-wide engagement process on re-imagining public safety in Olympia. In addition to informing possible recommendations for the 2022 budget process, the Re-imagining Public Safety process contributes to the Olympia Comprehensive Plan's Public Health & Safety focus area, and can inform other City efforts aimed at addressing social justice and equity issues.

**Options:**

1. Receive the briefing.
2. Do not receive the briefing.
3. Receive the briefing at another time.

**Financial Impact:**

The approved 2021 Operating Budget includes \$100,000 to support this process.

**Attachments:**

Project Overview

Organizational Structure and Roles & Responsibilities



# Re-Imagining Public Safety

## Public Engagement Process - Project Overview

WHAT	An inclusive, community-led public engagement process to re-imagine Olympia's public safety system.
PURPOSE	<b>Identify solutions to recommend to City Council that reduce inequities, eliminate bias, and create a public safety system that works for all.</b>
HOW	<p>The process will be led by a Community Work Group made up of ten community members with diverse life experiences and perspectives. The Work Group will host a series of community conversations that are:</p> <ul style="list-style-type: none"><li>• In phases that evolve based on what's heard and learned</li><li>• Designed and led by experienced facilitators</li><li>• Have participants talking to and learning from one another in small groups</li><li>• Inclusive of a diversity of perspectives, life experiences, and expertise</li></ul>
WHO	<p>The process will:</p> <ul style="list-style-type: none"><li>• Be led by a Community Work Group</li><li>• Be supported by an Internal Public Safety Work Group made up of City and County staff who work in the criminal justice system</li><li>• Be supported by a team of consultants with subject matter expertise in the criminal justice system, data analytics, communications, and participatory leadership approaches, which the City will identify through a competitive RFQ process</li><li>• Include outreach to and engagement with marginalized community members, with an emphasis on Black, Indigenous, and People of Color and community members with lived experience in the public safety system</li><li>• Have City Councilmembers and City staff in a listening role throughout</li><li>• Be managed by the City's Strategic Planning and Performance Manager, Stacey Ray (Strategic Initiatives – Office of Performance &amp; Innovation)</li></ul>
WHEN	<p>Timeline:</p> <p><b>Phase I: What is Public Safety?</b> April/May 2021</p>

	<p><b>Phase II: Identify Points of Influence &amp; Strategies</b> June/July 2021</p> <p><b>Phase III: Test &amp; Refine Solutions</b> August/September 2021</p> <p><b>Phase IV: Develop Strategic Direction &amp; Road Map</b> October/November 2021</p>
OUTCOMES	<p>This process will produce:</p> <ul style="list-style-type: none"> <li>• A shared definition for what public safety means for Olympians</li> <li>• Goals and strategies for how to reduce inequities, eliminate bias, and create a public safety system that works for all</li> <li>• Clear metrics for tracking and sharing progress</li> <li>• Community members, staff, and Council having a better and shared understanding of how Olympia's municipal criminal justice system works</li> <li>• A broadly inclusive engagement process that emphasized the voices and expertise of marginalized individuals and those with lived experience in the public safety system</li> </ul>
PEOPLE & ROLES	<p><b>Ad Hoc Committee on Public Safety:</b></p> <ul style="list-style-type: none"> <li>• Develop an understanding of Olympia's criminal justice system</li> <li>• Recommend work sessions for the full City Council</li> <li>• Approve the public engagement approach</li> <li>• Make policy and budget recommendations to influence the 2022 budget</li> </ul> <p><b>Community Work Group:</b></p> <ul style="list-style-type: none"> <li>• Gain an understanding of Olympia's criminal justice system</li> <li>• Identify who they need to hear from and why</li> <li>• Outreach to and recruit participants</li> <li>• Make a recommendation to City Council that is representative of the community</li> </ul> <p><b>Internal Public Safety Work Group:</b></p> <ul style="list-style-type: none"> <li>• Point of contact for developing stories and educational content</li> <li>• Refine materials for community engagement process</li> <li>• Dialogue with the Community Work Group, Council and/or public</li> <li>• Review and provide input on goals, strategies, etc.</li> </ul> <p><b>Social Justice &amp; Equity Commission:</b></p> <ul style="list-style-type: none"> <li>• Listen and participate in workshops and/or focus groups</li> </ul>

	<ul style="list-style-type: none"> <li>• Outreach to and invite members of marginalized groups (with an emphasis on Black, Indigenous, and People of Color)</li> <li>• Adopt recommended actions identified through the process into their 2022 work plan</li> </ul> <p><b>Consultant Team:</b> Provide additional expertise and capacity in:</p> <ul style="list-style-type: none"> <li>• Participatory Leadership</li> <li>• Meeting facilitation</li> <li>• Input/data collection, analysis, and reporting</li> <li>• Communications and graphic design</li> <li>• Subject matter expertise in the criminal justice system</li> </ul>
PROJECT CONTACT	<p>Stacey Ray, Strategic Planning &amp; Performance Manager Office of Performance &amp; Innovation   Strategic Initiatives – Executive Office</p>

# Re-imagining Public Safety

## Organizational Structure and Roles & Responsibilities

