



CITY COUNCIL
VIRGIL CLARKSON
Mayor

JASON HEARN
Deputy Mayor

JEFF GADMAN
LENNY GREENSTEIN
RON LAWSON
CYNTHIA PRATT
ANDY RYDER

CITY MANAGER
SCOTT SPENCE

LACEY CITY COUNCIL AGENDA
DECEMBER 19, 2013
7:00 P.M.
420 COLLEGE STREET, LACEY CITY HALL

CALL TO ORDER:

1. PLEDGE OF ALLEGIANCE
2. APPROVAL OF AGENDA & CONSENT AGENDA ITEMS*
 - A. [Council Minutes of November 21, 2013](#)
 - B. [Council Minutes of December 5, 2013](#)

** Items listed under the consent agenda are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

3. PUBLIC RECOGNITIONS AND PRESENTATIONS:
4. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA*

The City Council will allow comments under this section on items **NOT already on the agenda. Where appropriate, the public will be allowed to comment on agenda items as they are addressed during the meeting.*

5. PUBLIC COMMENT:
 - A. Public comment in support or opposition of Council's support of North Thurston Public Schools Neighborhood School Improvements and Safety & Technology Upgrades Bond Measure
6. PROCLAMATION:
7. REFERRAL FROM PLANNING COMMISSION:
8. REFERRAL FROM HEARINGS EXAMINER:
 - A. [Request for Conditional Use Permit Approval for an addition to the Olympia-Lacey Church of God \(Samra Seymour\)](#)
9. RESOLUTIONS:
 - A. [Consider Resolution in support of North Thurston Public Schools Neighborhood School Improvements and Safety & Technology Upgrades Bond Measure \(Scott Spence\)](#)
 - B. [Consider Resolution of intent to form ULID-Sewer Improvements at College and Martin Way \(Roger Schoessel\)](#)

10. **ORDINANCES:**
11. **MAYOR'S REPORT:**
12. **CITY MANAGER'S REPORT:**
 - A. [Parks Rules and Regulations: Special Event Permit and Application/Alcoholic Beverage Area Sales Policy](#) (*Lori Flemm*)
 - B. [Authorize City Manager to sign Amtrak Station Support Agreement](#) (*Scott Spence*)
 - C. [Authorize City Manager to sign TCTV Operating Agreement Renewal](#) (*Liz Gotelli*)
 - D. [Authorize City Manager to sign Jail Service Agreement](#) (*Dusty Pierpoint*)
13. **STANDING GENERAL COMMITTEE:**
 - A. [Finance & Economic Development Committee](#) (11.25.13)
 - B. [Community Relations & Public Affairs Committee](#) (12.02.13)
 - C. [Land Use Committee](#) (12.02.13)
14. **OTHER BUSINESS:**
15. **BOARDS, COMMISSIONS, AND COMMITTEE REPORTS:**
 - A. Mayor Virgil Clarkson:
 1. Intercity Transit Authority (IT)
 2. Mayors' Forum
 3. Thurston Regional Planning Council (TRPC)
 - B. Deputy Mayor Jason Hearn:
 1. Joint Animal Services Commission (JASCOM)
 2. HTPA-Human Trafficking
 - C. Councilmember Cynthia Pratt:
 1. Energy Advisory Committee
 2. LOTT
 3. Olympic Region Clean Air Agency (ORCAA)
 4. Thurston Council for Children & Youth
 - D. Councilmember Andy Ryder:
 1. Business Resource Center
 2. Economic Development Council (EDC)
 3. Transportation Policy Board (TPB)
 4. Visitor & Convention Bureau (VCB)
 - E. Councilmember Ron Lawson:
 1. Community Action Council (CAC)
 2. HOME Consortium
 3. Solid Waste Advisory Committee (SWAC)
 - F. Councilmember Jeff Gadman:
 1. Health & Human Services Council (HHSC)
 2. Regional Sustainability Task Force
 3. Thurston County Law & Justice Council
 - G. Councilmember Lenny Greenstein:
 1. Emergency Medical Services (EMS)
 2. TCOMM911
 3. Water Resource Inventory Area 11 (WRIA)
16. **ADJOURN**

**MINUTES OF A REGULAR MEETING OF THE
LACEY CITY COUNCIL HELD THURSDAY,
NOVEMBER 21, 2013, IN LACEY COUNCIL
CHAMBERS.**

- CALL TO ORDER: Mayor Clarkson called the meeting to order at 7:00 p.m.
- PLEDGE OF ALLEGIANCE: Mayor Clarkson led the pledge of allegiance.
- COUNCIL PRESENT: V. Clarkson, C. Pratt, J. Gadman, R. Lawson, L. Greenstein, A. Ryder
- STAFF PRESENT: S. Spence, T. Woo, D. Schneider, R. Walk, S. Egger, L. Gotelli, D. Pierpoint, L. Flemm, C. Litten, S. Seymour, B. DiLeonardo, E. Taylor
- APPROVAL OF AGENDA
AND CONSENT AGENDA: Consent Agenda Items:
(a) Council Minutes of November 7, 2013
- COUNCILMEMBER RYDER MOVED TO APPROVE
THE CONSENT AGENDA AND AGENDA.
COUNCILMEMBER PRATT SECONDED. MOTION
CARRIED.**
- PUBLIC RECOGNITION: Roger Neal, AWC Loss Prevention Coordinator, presented Bracy DiLeonardo and Ed Taylor with the Retro Safety Coordinator Certification.
- PUBLIC COMMENTS: Holly Paxon, Lacey Library Manager, provided an update of current Lacey Library events, and closings.

PUBLIC HEARING:

Mayor Clarkson closed the regular Council meeting at 7:15 p.m. and opened the **Final 2014 Proposed Budget Hearing** at 7:16 p.m.

Troy Woo, Finance Director, stated the purpose of the revenue hearing is to accept public comment and to provide staff with any guidance or direction regarding the proposed 2014 Budget. Any City Council direction will be incorporated into the budget, which is scheduled for adoption on December 5, 2013.

The following changes have been made to the proposed 2014 Budget:

- \$1,306,627 reduction of the Wastewater Capital proposed budget due to the reduced scope of the Tanglewilde IIIB utility local improvement district. The reduction also reduces the amount of anticipated debt needed in the Wastewater Debt Fund. This change decreases the overall proposed budget amount.
- The 2014 property tax projection has been increased \$17,840 as a result of a delayed refund levy calculation due to changes passed during the last legislative session. This change reduces the use of the City Council established pension rate stabilization committed reserve.
- The 2014 property tax projection has been decreased \$72 as a result of the latest Thurston County Assessor's Office new construction assessment. The updated new construction valuation is \$70,161,929, which is slightly lower than the previous value. This change slightly increases the use of the City Council established pension rate stabilization committed reserve.
- Removal of \$58,590 2013 Budget balancing figure that was inadvertently carried forward to the Proposed 2014 Budget. This change reduces the use of the City Council established pension rate stabilization committed reserve and decreases the overall proposed budget amount.

- Moved \$1,650,000 Stormwater depreciation expense from the Stormwater Maintenance & Operation Fund to the newly established Stormwater Debt Service Fund. This change does not impact the total proposed budget amount.

The total Proposed 2014 Budget is \$108,865,039. This is an increase of \$5,482,475 compared to the amended 2013 Budget. The primary reasons for the increase are new utility revenue bond debt service payments, bond transfers to capital funds, and utility tax receipting changes.

The total proposed General Fund Budget is \$38,194,288. This is an increase of \$3,033,139 or 8.6 percent compared to the amended 2013 General Fund Budget. The main reason for the General Fund increase is related to the aforementioned change to utility tax receipting. The General Fund budget is also impacted by contracted salary increases and inflationary increases.

Budget adoption is scheduled for December 5, 2013.

Mayor Clarkson closed the Final 2014 Budget Hearing at 7:25 p.m. and reopened the regular Council meeting at 7:26 p.m.

PROCLAMATION:

Mayor Clarkson declared November 2013 as American Diabetes Month. Heather Berg accepted the proclamation on behalf of St. Martin's University, and in her capacity as the 2013 National Youth Advocate for National Diabetes Association, representing the northwest.

**REFERRAL FROM
HEARINGS EXAMINER:**

Samra Seymour, Associate Planner, stated the City received a preliminary subdivision application,

Gateway Residential Division 1 Preliminary Subdivision Project #12-239, submitted by Gateway 850 LLC to subdivide 43 acres into 83 single family lots and one 10.9 acre parcel for future multi-family development on property zoned High Density Residential. The site is located at the northwest corner of Britton Parkway NE and Gateway Boulevard intersection.

The Hearings Examiner conducted a public hearing on October 30, 2013, regarding the preliminary subdivision application. Testimony included comments related to stormwater, onsite wetlands, proximity to Eagle Creek, traffic impacts, and proposed access.

The Hearings Examiner recommends approval of the application upon conditions of approval as suggested by staff.

Ms. Seymour stated that following issuance of the recommendation, the Hearings Examiner determined that Condition No. 21 should be clarified prior to City Council action on the recommendation to remove any doubt as to the intention of the condition. The recommendation includes striking *“Prior to final plat approval, a Right-in/Right-out access shall be constructed as a connector to the major local residential roadway within the lot proposed for multi-family development”*; and inserting *“Prior to final plat approval, a Right-in/Right-out access road shall be constructed as a connector to the major local residential roadway through lots 21 and 22 in Tract H (townhouse development) as depicted in Exhibit 34.”*

Councilmembers raised concerns on the following points:

- The retention pond may not adequately handle stormwater runoff into Eagle Creek. Can the City require rain gardens to be used to reduce stormwater runoff? There will be an emphasis

during site plan review to use low impact development techniques. Due to soil types, there are limited sections of the property that could be used for rain gardens. Groundwater analysis will be required prior to construction and will provide additional information related to the use of rain gardens. A condition is included in the H.E. recommendation, if the studies reveal that construction will impact the hydrology of the wetland, then additional wetland development will be required as mitigation.

- Traffic analysis indicates that Durham Road will be widened with no shoulder. Since the road winds through the county and city, has the county reviewed the overall traffic flow in the area to address the cumulative impact of development? The County did review the applicant's preliminary subdivision application. In addition, no comments were received from SEPA regarding this issue.
- Clarification of the definition of townhouse and apartment.
- Public transit in the northeast area.
- Concern that the location of Tract A would cause water pooling in adjacent properties. The applicant's engineer responded to property owners to clarify the draft stormwater design includes a substantial setback from the pond.

COUNCILMEMBER GREENSTEIN MOVED TO APPROVE THE PRELIMINARY SUBDIVISION APPLICATION, GATEWAY RESIDENTIAL DIVISION 1 PRELIMINARY SUBDIVISION PROJECT #12-239. COUNCILMEMBER LAWSON SECONDED.

Dave Schneider, Assistant City Attorney, advised Council to include a reference to Condition No. 21 in the motion.

COUNCILMEMBER GREENSTEIN MOVED TO AMEND THE MOTION TO APPROVE THE

**PRELIMINARY SUBDIVISION APPLICATION,
GATEWAY RESIDENTIAL DIVISION 1
PRELIMINARY SUBDIVISION PROJECT #12-239,
INCLUDING COMMENTS ABOUT THE
CLARIFICATION OF CONDITION NO. 21.
COUNCILMEMBER PRATT SECONDED. MOTION
CARRIED.**

RESOLUTIONS:

Resolution 1002 approves a Declaration of Need to increase the Ad Valorem Tax Levy.

Troy Woo, Finance Director, presented the Committee with a request to review and concur with a Declaration of Need to Increase the Ad Valorem Tax Levy by One Percent Resolution.

The property tax is a significant source of revenue for the General Fund, so the full one percent increase is needed to address increasing expenditure needs. The 2014 Proposed Budget is balanced based on exercising the full 101 percent revenue limit increase in the amount of \$53,700.

Since the revenue limit on property tax growth was reduced from 6.0 to 1.0 percent annually, which is one of the General Fund's largest sources of revenue, property tax increases haven't kept pace with increases to the City's largest operating expenditures, salaries and benefits.

This proposed 2014 General Property Tax Levy increase of 3.05% is in addition to adjustments resulting from the addition of new construction, increases to the state assessed property, and allowable adjustments for annexation and refunds.

**COUNCILMEMBER PRATT MOVED TO APPROVE
RESOLUTION NO. 1002 TO APPROVE A
DECLARATION OF NEED TO INCREASE THE AD
VALOREM PROPERTY TAX LEVY.**

**COUNCILMEMBER LAWSON SECONDED.
MOTION CARRIED.**

ORDINANCE:

Ordinance No. 1422 sets the 2014 Ad Valorem Property Tax Levy.

Troy Woo, Finance Director, stated the proposed 2014 levy will be increased by the refund levy, revenue limit, and new construction.

Refund Levy represents adjustments that were made to property assessments based on property owner assessment appeals, technical errors, or the granting of exemptions. The refunds totaled \$17,840.

The property tax revenue limit for jurisdictions with populations greater than 10,000 is 101 percent or 100 percent plus inflation, whichever is less. The revenue limit is challenging for the City of Lacey because property tax is a significant source of revenue for the General Fund. It is typical for inflation to be in excess of one percent, so the 101 percent property tax limit does not keep pace with rising expenditures.

The City of Lacey has been able to address growing service demands and inflationary growth to expenditures with strong property tax growth from new construction. New construction valuing \$70,161,929 will be added to next year's assessed value. This will result in property tax increases of \$92,425.

The overall assessed value for Lacey is increasing \$260,576,119. After removing the new construction additions, existing assessed valuation increased \$190,414,190. Increasing valuations result in lower levy rates.

The proposed ad valorem tax ordinance sets the 2014 general property tax at \$5,533,994. This will result in an estimated levy rate of \$1.2760 per \$1,000 of

assessed valuation. The adjustments to next year's levy include a \$92,425 increase due to new construction, a \$53,700 increase due to exercising the 1.0 percent revenue limit adjustment, and a \$17,840 increase from the 2013 refund levy.

The proposed ordinance also sets the voter-approved GO Bond redemption property tax levies. The total 2014 property tax levy collection for GO Bond redemption is \$1,138,326. The total estimated GO Bond redemption levy rate is \$0.2650 per \$1,000 of assessed valuation. There are three outstanding voter approved GO Bonds.

COUNCILMEMBER LAWSON MOVED TO APPROVE ORDINANCE NO. 1422 TO SET THE 2014 AD VALOREM TAX. COUNCILMEMBER PRATT SECONDED. MOTION CARRIED.

Ordinance No. 1423 increases the stormwater rates from 2014-2019.

Troy Woo, Finance Director, reported the 2014 Proposed Budget includes an increase of stormwater rates from 2014-2019 effective with billings beginning January 1, 2014. An increase in the service charge is equivalent to \$0.66 per month per residential unit over a five year period.

The City Council concurred to consider the acceptance of the stormwater rate recommendations as part of the 2014 Budget development.

The major components requiring the proposed stormwater rate increases include:

- 2014-2019 \$6.1 million inflated capital improvement program
- A capital improvement plan that is limited to essential projects (other capital projects are deferred)

- Minimum operating reserve levels of 60 days of operating and maintenance expenses
- Growth escalator of 1.25 percent
- Industry standard capital reserves between 1.0 percent and 2.0 percent
- System reinvestment levels of 25 percent
- Acceptable debt issuance levels
- Do not exceed a debt to equity ratio of 50.0 percent

Councilmember Ryder stated that he will vote in favor of the stormwater rate increase, only because the City has approved revenue bonds for utility capital improvements projects. Otherwise he would not support the increase.

COUNCILMEMBER LAWSON MOVED TO APPROVE ORDINANCE NO. 1423 TO INCREASE STORMWATER RATES. COUNCILMEMBER GREENSTEIN SECONDED. MOTION CARRIED.

Ordinance No. 1424 increases the wastewater rates in 2014.

Troy Woo, Finance Director, reported the 2014 Proposed Budget includes a sewer rate increase effective with billings after January 1, 2014. An increase to the basic sewer charge is equal to \$.082 per month per residential unit. The proposed total 2014 sewer equivalent residential unit charges including the LOTT Clean Water Alliance is \$52.31.

The City Council concurred to consider the acceptance of the sewer rate recommendations as part of the 2014 Budget development.

The process to update the Sewer Comprehensive Plan is in progress. The first-draft comprehensive plan is not expected prior to the adoption of the 2014 Budget. When completed, a financial analysis will

examine the Sewer rates, rate structure, and funding strategy for the years 2014-2019.

The expectation is that Capital Improvement Program increases will be significant with initial indications showing a \$23.9 million CIP. The proposed 2014 Budget includes sewer capital replacement projects totaling \$7.2 million, which includes a \$3.7 million utility local improvement district (ULID) project. The CIP has and will continue to be higher than recent past years.

It is recommended that the City consider a nominal sewer rate increase effective January 1, 2014. The consultant's early recommendations include 5.0 percent increases per year during the comprehensive plan time period (5 years). At this early stage, this assumes a \$23.9 million CIP, an operating reserve of 60 days, and debt issuance of \$6.4 million in 2016.

Councilmember Ryder stated that he will vote in favor of the sewer rate increase, only because the City has approved revenue bonds for utility capital improvements projects. Otherwise he would not support the increase.

COUNCILMEMBER LAWSON MOVED TO APPROVE ORDINANCE NO. 1424 TO INCREASE SEWER RATES. COUNCILMEMBER PRATT SECONDED. MOTION CARRIED.

STANDING GENERAL
COMMITTEES:

Finance & Economic Development Committee
Mayor Clarkson reported the Committee met on October 28, 2013, to discuss the City's Credit Card Policy, a Declaration of Need to increase the Ad Valorem Tax Levy, and rate increases for stormwater, wastewater and property taxes.

Utilities Committee

Councilmember Greenstein reported the Committee met on November 1, 2013, to discuss the Stormwater Comprehensive Plan.

Land Use Committee:

Councilmember Pratt reported the Committee met on November 4, 2013, to discuss 2013 Housekeeping Amendments, Meridian Campus Master Plan Amendment, and Multi-Family Tax Exemption.

BOARDS & COMMISSIONS:

HOME Consortium

Councilmember Lawson briefed the Council on the 2012 Annual Report. He stated that volunteers are needed on the streets to direct the homeless to available social services. The Board also discussed unobligated funds and where to re-allocate those funds, opening the cold-weather shelter more frequently, and the positive benefits provided by the agency's homeless coordinator.

Human Trafficking Alliance

Deputy Mayor Hearn reported on discussions about applying for national grants to apply a national model to local communities.

SWAC

Councilmember Lawson reported the Board discussed negotiations between Lemay and the County to require mandatory garbage collection.

TCOMM 911

Councilmember Greenstein reported the annual budget has been approved, and questions for the annual Executive Director evaluation have been completed and forwarded to the Board for review.

TPB

Councilmember Ryder reported a groundbreaking ceremony for the final phase of the Bridging the Gap project will be held on December 7, 2013, at 1 p.m.

VCB

Councilmember Ryder reported the Visitor Guide will be distributed by mid-December. In other business, the Board discussed the management of Tourism Promotion Area funds. It was the understanding of the VCB and hoteliers, that the VCB would manage the allocation of funds. However, once the County approved the TPA, they announced they will move forward with an RFP process to select a tourism promotion manager. The County will be reimbursed for expenses from its 4% share of TPA funds for administrative costs. Discussion will continue with the County to clarify the management of TPA funds.

ADJOURNMENT:

Mayor Clarkson adjourned the meeting at 8:47 p.m.

MAYOR: _____

ATTESTED BY CITY CLERK: _____

DATE APPROVED: _____

**MINUTES OF A REGULAR MEETING OF THE
LACEY CITY COUNCIL HELD THURSDAY,
DECEMBER 5, 2013, IN LACEY COUNCIL
CHAMBERS.**

CALL TO ORDER: Mayor Clarkson called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE: Mayor Clarkson led the pledge of allegiance.

COUNCIL PRESENT: V. Clarkson, J. Hearn, C. Pratt, J. Gadman, R. Lawson, L. Greenstein, A. Ryder

STAFF PRESENT: S. Spence, T. Woo, D. Schneider, R. Walk, S. Egger, L. Gotelli, D. Pierpoint, L. Flemm, C. Litten, E. Quinn-Valcho, D. Burns, R. Andrews

APPROVAL OF AGENDA
AND CONSENT AGENDA: Consent Agenda Items:
(a) Worksession Minutes of November 14, 2013

**COUNCILMEMBER RYDER MOVED TO APPROVE
THE CONSENT AGENDA AND AGENDA.
COUNCILMEMBER PRATT SECONDED. MOTION
CARRIED.**

PUBLIC RECOGNITION: Fred Wright, Executive Director Lacey Chamber of Commerce, announced the sponsors of the 2014 Fireworks Spectacular on July 3, 2014. Three year commitments have been secured from Twin Star Credit Union as the Presenting Sponsor, the Xerox Corporation, and KGY/KAYO. Prior to the fireworks show, a Freedom Concert will be held at Lacey Crossroads, and during the show KGY/KAYO will simulcast music with the fireworks display.

Bryan McConaughy, Senior Local Government Affairs Representative for Puget Sound Energy, provided a project overview of the Thurston 230 kV Project which will significantly improve reliability for the North Thurston region. Mr. McConaughy invited Council to view the ongoing construction project.

PUBLIC COMMENTS:

Erin Quinn-Valcho, Museum Curator, announced the 47th anniversary of the City of Lacey on this day, December 5, 2013. The Thurston County Commissioners adopted Resolution No. 3554 on December 5, 1966 certifying the incorporation of the City of Lacey with 8,860 inhabitants as a third class city to be governed by a Mayor-Council form of government. Ms. Quinn-Valcho introduced Richard Jones, who was elected to the first Lacey City Council in 1966. Mr. Jones shared memories of the City during that time.

Mayor Clarkson announced that the Groundbreaking Ceremony for the final construction phase of the Bridging the Gap – Chehalis Western Trail project will be held on December 7, 2013 at 1 p.m.

Mayor Clarkson recognized Mike Beehler, Planning Commission member.

**REFERRAL FROM
PLANNING COMMISSION:**

Ryan Andrews, Associate Planner, presented Council with a request to adopt the Planning Commission's recommendation of an applicant-initiated Master Plan Amendment to re-designate parcels with the Meridian Campus Planned Community Project No. 13-42.

Several property owners in the Meridian Campus Planned Community, represented by Puget Western Inc., have submitted a master plan amendment to re-

designate various properties around the intersection of Willamette Drive NE and 31st Avenue NE.

Modifications to the Master Plan are reviewed by the Planning Commission and a public hearing is held.

The Planning Commission recommends approval of the request as follows:

1. Re-designation of the “A” lots along 31st Avenue north of Christa Heights from Business Park to Moderate Density Residential to include a 6.18-acre multi-family parcel for the easterly most “A” lot.
2. Re-designation of the parcel at the terminus of Commerce Place Drive NE from Business Park to Light Industrial.
3. Lots “B-2” and “B-3” from Business Park to Light Industrial.
4. Existing Business Park parcel west of the Campus Prairie subdivision along 31st Avenue NE from Business Park to Moderate Density Residential and elimination of the proposed multi-family site
5. Re-designation of the “church site” from Open Space Institutional to Low Density Residential 3-6.

Approval of the proposed amendment to the Meridian Campus Master Plan will increase the marketability of the parcels, be consistent with the applicable goals and policies of the Land Use Element of the Comprehensive Plan, encourage development in a location where infrastructure exists to support it, and will adequately address compatibility issues between land uses.

Councilmembers raised questions about the following issues:

- Clarification regarding the 50 foot buffer on the church site
- The incompatibility of low density residential zones adjacent to light industrial zones. There are buffering requirements that address issues related

to noise, light and traffic. If a light industrial facility is within 250 feet of a residential area, then the bay door is located on the front of the building, roll up doors are restricted on the backside of the facility, no truck idling is allowed, and lights are shaded.

- Mitigating noise from truck idling. Can electrical outlets be required for trucks during cold weather instead of idling to keep warm? Outlets would not be required for all businesses, since some have idling trucks, and others do not.
- Pedestrian safety crossing at Willamette Drive and 31st Avenue for future school site. There are plans for a roundabout crossing when the school is built. In addition, sidewalks will be needed along 31st Avenue to improve pedestrian mobility.
- Connectivity between the designated parcels.

COUNCILMEMBER GADMAN MOVED TO APPROVE THE PROPOSED AMENDMENT TO THE MERIDIAN CAMPUS MASTER PLAN. COUNCILMEMBER GREENSTEIN SECONDED. MOTION CARRIED.

ORDINANCE:

Ordinance No. 1425 adopts the 2014 Budget setting the total budget in the amount of \$109,045,041 and the General Fund total budget in the amount of \$38,194,288.

Troy Woo, Finance Director, stated the following changes have been made to the original proposed 2014 Budget presented on October 24, 2013.

- \$1,306,627 reductions to the Wastewater Capital Fund and Wastewater Debt Fund proposed budgets due to the reduced scope of the Tanglewilde IIIB utility local improvement district.
- The 2014 property tax projection has been increased \$17,840 as a result of a delayed refund levy calculation due to changes passed during the last legislative session.

- The 2014 property tax projection has been decreased \$72 as a result of the latest Thurston County Assessor's Office new construction assessment. The updated new construction valuation is \$70,161,929, which is slightly lower than the previous value.
- Removal of \$58,590 from the 2013 Budget balancing figure that was inadvertently carried forward to the Proposed 2014 Budget.
- Moved \$1,650,000 Stormwater depreciation expense from the Stormwater M&O Fund to the newly established Stormwater Debt Service Fund.
- \$50,000 was added to the Stormwater Vector Waste Decant Facility Project.
- \$130,000 was added to the Equipment Rental Fund for scheduled equipment replacements.

COUNCILMEMBER GREENSTEIN MOVED TO ADOPT ORDINANCE NO. 1425 TO APPROVE THE CITY'S 2014 BUDGET SETTING THE TOTAL BUDGET IN THE AMOUNT OF \$109,045,041 AND THE GENERAL FUND TOTAL BUDGET IN THE AMOUNT OF \$38,194,288. COUNCILMEMBER LAWSON SECONDED. MOTION CARRIED.

Ordinance No. 1426 adopts the 2013 Budget Amendments related to revenue bond transactions.

Troy Woo, Finance Director, stated at the October 24, 2013, City Council meeting, the City Council adopted Ordinance No. 1420 to authorize the sale of utility revenue bonds up to \$9.2 million. The final bond closing occurred on November 19, 2013. The final numbers of the revenue bond issue were not determined until the pricing of the bonds, so the proposed budget amendment is occurring retroactively.

The proposed budget amendments are limited to transactions necessary to close the bond issuance.

At its November 25, 2013 meeting, the Finance and Economic Development Committee reviewed the proposed amendments and recommend to the full Council the adoption of the proposed amendments to the 2013 adopted budget.

COUNCILMEMBER PRATT MOVED TO ADOPT ORDINANCE NO. 1426 TO APPROVE THE 2013 BUDGET AMENDMENTS. COUNCILMEMBER GREENSTEIN SECONDED. MOTION CARRIED.

Ordinance No. 1427 adopts the 2013 Housekeeping Amendments.

Rick Walk, Community Development Director, reported that earlier this year, the Community Development Department identified a number of housekeeping amendments to clarify and refine existing text providing a code that will better implement planning objectives. These items were reviewed by the Planning Commission and a public hearing was held. No one objected to the amendments.

Amendments include:

- Clarification when an SPR approval expires. To make the time period for vesting more appropriate to the intent, staff recommends attaching the deadline to when the actual work begins.
- Date changes for template tables in the Land Division ordinance from 19XX to 20XX.
- Amending the 5 acre exemption for Land Divisions.
- Clarification of the orientation of Cottage Housing around open space, and allowing flexibility to work with viable projects for non-profits that don't meet certain code provisions, but do meet planning objectives identified in the Comprehensive Land Use Plan.

- Clarification of accessory structure height in residential zones to be taller than 16 feet if subjected to design review.
- Clarification of permitted urban agricultural use in multifamily context, subject to the apartment's management approving the use and taking responsibility for providing adequate space.

The Land Use Committee reviewed the proposed amendments at its November 4, 2013, meeting and recommends approval to full Council.

COUNCILMEMBER GADMAN MOVED TO ADOPT ORDINANCE NO. 1427 TO APPROVE THE 2013 HOUSEKEEPING AMENDMENTS. COUNCILMEMBER PRATT SECONDED. MOTION CARRIED.

MAYOR'S REPORT:

Mayor Clarkson presented Council with a recommendation to appoint Fermnell Dowell III to the Historical Commission

COUNCILMEMBER RYDER MOVED TO APPOINT FERMNELL DOWELL III TO THE HISTORICAL COMMISSION. COUNCILMEMBER GADMAN SECONDED. MOTION CARRIED.

Mayor Clarkson presented Council with a recommendation to appoint Albert deSantis, Catherine Murcia, Carolyn St. Claire, Paul Enns, and Carolyn Cox to the Planning Commission.

COUNCILMEMBER RYDER MOVED TO APPOINT ALBERT DESANTIS, CATHERINE MURCIA, CAROLYN ST. CLAIRE, PAUL ENNS AND CAROLYN COX TO THE PLANNING COMMISSION. COUNCILMEMBER GREENSTEIN SECONDED. MOTION CARRIED.

In other business, Mayor Clarkson reported he attended the certification of twenty military soldiers who have completed a course at St. Martin's University in technology studies in preparation for working in the tech field. The Mayor also attended a roundtable discussion hosted by General Services. Discussion included the destruction of the old Hands on Children's Museum and General Administration building. A presentation was given regarding the cleanup of Capitol Lake and local government's participation in assisting with costs associated with dredging the lake.

CITY MANAGER'S
REPORT:

Scott Spence, City Manager, presented Council with a request to approve a new Memorandum of Agreement related to the ongoing financial support of the South Sound Military and Communities Partnership, and authorize the City Manager to sign the MOA.

On March 24, 2011, the Lacey City Council approved the original Memorandum of Agreement. Two plus years after the formation of the SSMCP, key progress has been made on several fronts including funding for transportation studies, to include Lacey's Marvin Road/Exit 111 interchange, and workforce development grants. The SSMCP also coordinated the first comprehensive survey of active-duty military at JBLM to determine how many military personnel lived off-base. The results of this study identified 5,065 active duty military living in Lacey; the largest active duty population living off-base from JBLM within the South Sound Region. SSMCP is also responsible for the enhanced relationship between communities adjacent to JBLM and the United States Military.

Federal grants, however, will be expended by 2013 without assurance of future funding. As a result, representatives of the SSMCP have discussed ways

to continue the efforts of the SSMCP without the reliance on federal grants.

Under its present structure, the SSMCP receives policy guidance from an Elected Officials Council (EOC). A single representative from each local government serves on the EOC and shares issues and interests to the larger group; the Lacey Mayor currently serves on the EOC. Additionally, oversight and strategic direction is provided to SSMCP by a Steering Committee. The chief appointed official from each local government, and other charter organizations, serve on this committee and meets monthly; Lacey's City Manager attends the monthly Steering Committee meetings.

The new Memorandum of Agreement outlines a structure similar to the current SSMCP framework with some modifications. An EOC and Steering Committee would remain part of the model to provide policy guidance and direction. A new Executive Leadership Team (ELT) would be created comprised of the chief appointed officials from the City of Lakewood and Pierce County. New language in the Memorandum of Agreement also includes the City of Lacey to participate as a member of the ELT. The City of Lacey would pay approximately \$20,000 annually as a member of the ELT. This amount reflects the size of the Lacey community and military impact compared to the City of Lakewood and Pierce County. Members of the ELT would also serve on the Steering Committee without additional expense.

The new Memorandum of Agreement is being routed to current members of SSMCP with the goal of approving the new agreement by year's end.

Councilmember Pratt requested clarification of language related to "protecting JBLM from encroachment that results in degradation of military restrictions; and notifying military of development proposals in surrounding communities that may impact military operations." Mr. Spence noted that the language is related to base realignment and closure.

A joint land use study will be done to assess the impact of development on the base.

Councilmembers agreed that continuing the City's participation in the South Sound Military & Communities Partnership as a member of the Executive Leadership Team is a positive investment of the City's resources and time.

At the request of Deputy Mayor Hearn, staff will contact the 3rd Brigade to request an overview of JBLM operations to full Council.

COUNCILMEMBER GADMAN MOVED TO AUTHORIZE THE CITY MANAGER TO SIGN A MEMORANDUM OF AGREEMENT WITH THE SOUTH SOUND MILITARY & COMMUNITIES PARTNERSHIP. COUNCILMEMBER GREENSTEIN SECONDED. MOTION CARRIED.

STANDING GENERAL
COMMITTEES:

General Government & Public Safety Committee

Councilmember Lawson reported the Committee met on November 15, 2013, to discuss the North Thurston Public School (NTPS) District Bond Levy, amending the Pawnbroker Ordinance, and renewal of the TCTV Operating Agreement.

Councilmember Lawson stated the Committee recommends approving a Resolution to endorse Proposition 1 Bond Proposal: *2014 District-Wide Neighborhood School Improvements, Technology & Safety Upgrades Bond Measure* in the February 2014 election.

Deputy Mayor Hearn stated he will not support the resolution based on principle. He commented that the role of the Council is to represent the citizens who elect them. It is not Council's role to persuade the public to vote one way or another on a specific issue.

The remaining Councilmembers voiced their support for the resolution, noting that the Lacey community benefits from an educated workforce which can attract family-wage jobs.

COUNCILMEMBER RYDER MOVED TO APPROVE A RESOLUTION TO ENDORSE THE NTPS DISTRICT TECHNOLOGY BOND LEVY IN 2014. COUNCILMEMBER LAWSON SECONDED. MAYOR CLARKSON AND COUNCILMEMBERS PRATT, RYDER, LAWSON, GADMAN AND GREENSTEIN VOTED IN FAVOR OF THE MOTION. DEPUTY MAYOR HEARN VOTED IN OPPOSTION. MOTION CARRIED.

In other business, Councilmember Lawson invited all to attend the General Government Committee on December 20, 2013, for a presentation on solar energy.

BOARDS & COMMISSIONS:

Human Trafficking Alliance

Deputy Mayor Hearn reported he has been appointed as a representative of AWC to the Washington State Commission against Human Trafficking, which meets twice a year.

HHSC

Councilmember Gadman reported the Board discussed the requirements of elected representatives as outlined in the draft MOU. HHSC is considering partnering with United Way to allocate funds for social service programs. However, there will be language in the MOU allowing each jurisdiction to control their portion of funding. The draft MOU will come before Council review in the next several weeks prior to adoption.

Intercity Transit

Mayor Clarkson reported the Board discussed the Interlocal Agreement that provides funding for

maintenance of the Amtrak Station. The IGA expires December 31, 2013, and each jurisdiction will decide if funding continues.

Law and Justice Council

Councilmember Gadman reported the Board set 2014 goals that will be developed into a work plan.

Thurston Council on Children and Youth

Councilmember Pratt reported training will be offered on December 13, 2013, for the Purple Crying Project. In other business, the Board discussed emerging issues and possible solutions.

TCOMM 911

Councilmember Greenstein reported recruitment of the new deputy director has begun, and an evaluation of the Executive Director is in progress. In addition, the Board discussed the 2013-2017 financial forecasts and the financial stability of the organization.

ADJOURNMENT: Mayor Clarkson adjourned the meeting at 9:20 p.m.

MAYOR: _____

ATTESTED BY CITY CLERK: _____

DATE APPROVED: _____

SUMMARY OF HEARINGS EXAMINER REPORT TO CITY COUNCIL

SUBJECT: Project# 13-58: Olympia Lacey Church of God Conditional Use Permit

DESCRIPTION OF PROPOSAL: The Olympia – Lacey Church of God is proposing to place a 3,600 square foot modular structure on the southeast corner of the existing church site. The site is located at 5005 Lacey Boulevard Southeast.

SUMMARY OF CONCLUSIONS: The Hearings Examiner conducted a public hearing on Tuesday, November 20, 2013 regarding the conditional use permit request. Staff and the applicant provided testimony at the hearing in regards to the project. One neighboring citizen attended the hearing and voiced concerns about removal of the crosswalk and the safety of children crossing the street. Staff and the applicant both testified that the crosswalk would be moved to another location slightly west of the existing crosswalk. Other discussion at the hearing reflected those submitted in the staff report such as compatibility with the surrounding area and setbacks.

The Hearings Examiner has recommended approval of the conditional use permit application. The conditions of approval recommended to the City Council for the project are as suggested by staff. Staff is requesting the Council approve the proposal including adoption of findings, conclusions and conditions outlined in the written recommendation of the Hearings Examiner's report dated December 3, 2013.

ACTION OPTIONS FOR CITY COUNCIL: The City Council may take one of the following actions:

1. Approve the recommendation of the Hearings Examiner.
2. Reverse the decision of the Hearings Examiner.
3. Modify the recommendation of the Hearings Examiner.

Any decision to modify or reject the Examiner's decision shall be made based on the open record hearing and supported by findings of fact and conclusions.

RECEIVED

DEC 04 2013

BEFORE THE HEARINGS EXAMINER
FOR THE CITY OF LACEY

BY _____

In the Matter of the Application of)
)
Dick Fankhauser, on behalf of)
Olympia-Lacey Church of God)
)
)
For Approval of a Conditional Use Permit)

No. 13-58

FINDINGS, CONCLUSIONS,
AND RECOMMENDATION

SUMMARY OF RECOMMENDATION

The Hearings Examiner recommends **APPROVAL** of the request for a Conditional Use Permit to place a 3,600 square foot modular structure in the southeast corner of the existing church site at 5005 Lacey Boulevard SE, Lacey, Washington. Conditions are necessary to mitigate specific impacts of the proposed development.

SUMMARY OF RECORD

Hearing Date:

The City of Lacey Hearings Examiner held an open record hearing on the request on November 20, 2013.

Testimony:

The following individuals presented testimony under oath at the open record hearing:

- Samra Seymour, City Associate Planner
- Dick Fankhauser, Applicant Representative
- Tom Stiles, P.E., City Development Review Engineer
- Larry Kelly, neighboring property owner

Exhibits:

The following exhibits were admitted into the record:

1. List of Exhibits
2. Staff Report
3. General Land Use Application, dated August 6, 2013
4. Conditional Use Permit Application, dated August 6, 2013
5. Notice of Application, received August 6, 2013
6. Site Plan Survey, dated August 6, 2013
7. Vicinity aerial map with zoning overlay, undated
8. Site photo of existing church building, undated
9. Proposed modular building elevations, undated
10. City Transmittal Memorandum, dated August 22, 2013
11. Fire Code Review-Transmittal Memorandum, dated August 28, 2013

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12. City Building Division Pre-submission Conference Notes, meeting date March 13, 2013
13. City Development Review Public Works Division, dated September 26, 2013
14. Notice of Public Hearing, undated
15. Certification of Public Notice, dated November 8, 2013

The Hearings Examiner enters the following Findings and Conclusions based upon the testimony and exhibits admitted at the open-record hearing:

FINDINGS

1. Dick Fankhauser,¹ on behalf of the Olympia-Lacey Church of God (Applicant), requests a Conditional Use Permit (CUP) to place a 3,600 square foot modular structure in the southeast corner of the existing church site. The property is located at 5005 Lacey Boulevard SE, Lacey, Washington.² *Exhibit 2, Staff Report, page 1; Exhibit 2; Exhibit 3.*
2. The City of Lacey (City) determined the CUP application was complete on August 22, 2013. *Exhibit 5.* The City posted notice on the property subject to the application on August 22, 2013, and published notice of the application in *The Olympian* on August 23, 2013. November 8, 2013, the City published notice of the open record hearing in *The Olympian*, posted notice on the subject property, and mailed notice to owners of property within 300 feet of the subject property. *Exhibit 2, Staff Report, page 3; Exhibit 5; Exhibit 14; Exhibit 15.*
3. The City of Lacey Community Development Department acted as lead agency. Washington Administrative Code (WAC) 197-11-355(1) states that a city or county planning under Washington's Growth Management Act (GMA), RCW 36.70B.060, with an integrated review process, may, when acting as SEPA lead agency, use a single integrated comment period to obtain comment on the notice of application and on the likely SEPA threshold determination for a proposal, when the agency has a reasonable basis for determining significant adverse environmental impacts are unlikely. *WAC 197-11-355(1).* WAC 197-11-355(4) provides that the SEPA responsible official shall consider timely comments received on the notice of application, then either issue a DNS or mitigated DNS with no comment period; issue a DNS or mitigated DNS with a comment period, if the lead agency determines a comment period is necessary; issue a Determination of Significance (DS); or require additional information or studies prior to making a threshold determination. City Associate Planner Samra Seymour testified that the proposal is exempt from SEPA, chapter 43.21C Revised Code of Washington (RCW), because it is less than 12,000 square feet. *Testimony of Ms. Seymour.*

¹ The General Land Use Application identifies Dick Fankhauser as the authorized representative. *Exhibit 3.*

² The property subject to the Conditional Use Permit (CUP) application is identified by tax parcel number 55600100000. The property is Lot A of Imperial Site Addition, located in a portion of Section 21, Township 18N, Range 1W, W.M. *Exhibit 2, Staff Report, page 1; Exhibit 3.*

4. The subject property is designated Central Business District 4 by the City of Lacey and the Thurston County Land Use Plan for the Lacey Urban Growth Area (Comprehensive Plan).³ The Comprehensive Plan contains goals and policies that are applicable to the proposal, including policies that recognize and promote the need for membership organizations, specifically churches, to locate in various neighborhoods and planning districts to serve the citizens of Lacey. *Exhibit 2, Staff Report, page 2.*
5. The subject property is located within the City's Central Business District 4 (CBD 4) zoning district. *Exhibit 2, Staff Report, page 2.* "The purpose of the CBD-4 land use district is to provide an area for general commercial and limited business activities. This district also serves as a transition area between more intensive core area activities and neighboring residential areas. Long-term parking and automobile-oriented uses are encouraged." CBD 4 zoning requires a conditional use permit for membership organizations, including churches, to provide a high level of review to demonstrate that the use is complementary to adjacent commercial and residential uses. *Lacey Municipal Code (LMC) 16.25.010.A; Exhibit 2, Staff Report, page 4.*
6. The CBD 4 zone requires front yard setbacks of 0 to 15 feet. Chapter 16.25 LMC requires a number of pedestrian improvements and design features if no setback is applied. The site plan indicates that, although close to the property line, the structure is approximately 30 feet from Church Street and approximately 17 feet from 14th Avenue. The City staff determined that, at 3 to 5 feet from the property line to accommodate the required perimeter landscaping on-site, the structure would not create a site-distance hazard or obstruct City utilities. *Exhibit 2, Staff Report, page 5; Exhibit 6.*
7. The church is adjacent to low-density residential uses on the south, east, and southwest. Directly north and west of the site are various offices and retail uses. The City staff report indicates that the church building has been in the neighborhood since the 1960s, and it is important that the new building complement the existing building. The modular structure is very similar to the existing church building in materials and building shape. The Applicant is proposing to paint the new structure to match the existing building. *Exhibit 2, Staff Report, pages 2 and 4; Exhibit 10.*
8. The proposed building would not result in an increase in noise in the neighborhood, nor will it contribute to air or soil pollution. No hazardous substances will be stored on site and there will be no outside storage. *Exhibit 3; Testimony of Mr. Fankhauser.*
9. Fire protection for the proposed building is an important public safety consideration. The number and location of fire hydrants will depend on the fire flows required and available to the site. Water system improvements will meet the requirements of the City of Lacey,

³ The City of Lacey and the Thurston County Land Use Plan for the Lacey Urban Growth Area is known as the City Comprehensive Land Use Plan, and was developed as a joint planning document by the City and Thurston County for Lacey and the Lacey Urban Growth Area. *Exhibit 2, Staff Report, page 2.*

the Coordinated Water System Plan (CWSP), Department of Health (DOH), City of Lacey Water System Plan, Department of Ecology, Thurston County Environmental Health and City of Lacey Fire Code Official's standards. *Exhibit 2, Staff Report, page 9.*

10. All land use development in the City must meet specific stormwater drainage standards to help ensure stormwater is handled properly and that water quality is not diminished. The proposal qualifies for Small Project Drainage Review. The stormwater plan must address core requirements one through five of the City of Lacey 2010 Stormwater Design Manual and the storm drainage, and erosion control designs must comply with the City of Lacey 2010 Stormwater Design Manual. *Exhibit 2, Staff Report, pages 7 and 9.*
11. Mr. Fankhauser testified that he was concerned about the requirement for an irrigation system (stating that church members would hand-water) and the requirement that a licensed landscape architect must sign-off on the proposal. Ms. Seymour testified that an irrigation plan would not be required, and that there is some flexibility in landscape planning such that she did not believe the sign-off requirement would be unreasonably onerous. *Testimony of Mr. Fankhauser; Testimony of Ms. Seymour.*
12. Larry Kelly, a neighboring property owner, testified about his concern for a safe crossing to the play area to the south for children, noting that the proposed building would block the crosswalk. Mr. Fankhauser stated that the crosswalk will be moved to the west. *Testimony of Mr. Kelly; Testimony of Mr. Fankhauser.*
13. City staff reviewed the application and determined that, with conditions, the proposed project would be consistent with the City Comprehensive Development Plan, the City Zoning Code, and other applicable codes and regulations. City Associate Planner Samra Seymour suggested a time limit of three years from issuance of the CUP for the project to be completed, and the Applicant agreed this would be reasonable as they expect to begin the project in the spring of 2014. *Testimony of Ms. Seymour; Testimony of Mr. Fankhauser.*

CONCLUSIONS

Jurisdiction

The Hearings Examiner has authority to hear and make a recommendation on conditional use permit applications according to the quasi-judicial process and timelines in Section 1C.050 of the City of Lacey Development Guidelines and Public Works Standards. *Lacey Municipal Code (LMC) 2.30.090.B.5; LMC 16.66.030, .090.* The Hearings Examiner may recommend approval, approval with conditions, or denial of the application. *City Development Guidelines and Public Works Standards 1C.050.H.* A conditional use may be granted by the City Council, after public hearing and review, for those uses requiring such permits. *LMC 16.66.070.*

Criteria for Review

Conditional use permits are reviewed under chapter 16.66 LMC. In order to recommend approval of a conditional use permit, the Hearings Examiner must:

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1. Ensure that conditional uses comply with the environmental performance standards described in Chapter 16.57 LMC, and may require stricter environmental performance standards upon a finding that stricter standards are necessary and reasonable to protect adjacent properties, community health or general welfare. *LMC 16.66.040.A.*
2. Use the design standards for permitted uses in a given district as the initial base of reference in determining the design standards for conditional uses in the same district, while allowing alternations of design standards including size and shape of lots, building coverage, development coverage, parking, and landscaping. *LMC 16.66.050.*
3. Impose all LMC Title 16 requirements for such use and other conditions and safeguards, necessary to secure adequate protection for the locality where the use is to be permitted. *LMC 16.66.100.*
4. Recommend a time limit for beginning or completion of the conditional use. *LMC 16.66.100.*

The criteria for review adopted by the Lacey City Council are designed to implement the requirement of chapter 36.70B RCW to enact the Growth Management Act. In particular, RCW 36.70B.040 mandates that local jurisdictions review proposed development to ensure consistency with City development regulations, considering the type of land use, the level of development, infrastructure, and the characteristics of development. *RCW 36.70B.040.*

Conclusions Based on Findings

1. **With conditions, the proposed use would satisfy chapter 16.57 LMC environmental performance standards.** The proposed building will not result in an increase in noise in the neighborhood, nor will it contribute to air or soil pollution. No hazardous substances will be stored on site and there will be no outside storage. *Finding 8.*
2. **The design standards for the Central Business District 4 zoning district would be satisfied.** CBD 4 zoning requires a conditional use permit for membership organizations, including churches, to provide a high level of review to demonstrate that the use is complementary to adjacent commercial and residential uses. Chapter 16.25 LMC requires a number of pedestrian improvements and design features if no setback is applied. The site plan indicates that, although close to the property line, the structure is approximately 30 feet from Church Street and approximately 17 feet from 14th Avenue. The City staff determined that, at 3 to 5 feet from the property line to accommodate the required perimeter landscaping on-site, the structure would not create a site-distance hazard or obstruct City utilities. The modular structure is very similar to the existing church building in materials and building shape. The Applicant will paint the new structure to match the existing building. With conditions, this criterion for approval will be satisfied. *Findings 5-6, 9-13.*

3. **With conditions, safeguards would be provided to secure adequate protection for the locality in which the use would be permitted.** This proposal is considered a Small Project Drainage Review and will address core requirements one through five of the City of Lacey 2010 Stormwater Design Manual. Storm drainage and erosion control designs will comply with the City of Lacey 2010 Stormwater Design Manual. An irrigation plan is not required, but a licensed landscape architect must sign-off on the proposal. The existing crosswalk will be moved to the west to provide safe crossing to the play area to the south for children. With conditions, this criterion for approval will be satisfied.
Findings 10-13.
4. **The time limit recommended for completion of the proposed project is three years.** Staff recommended and the Hearings Examiner concurs that the time limit from issuance of the Conditional Use Permit for the project to be completed should be three years.
Finding 13.

RECOMMENDATION

The Hearings Examiner recommends that the request for a Conditional Use Permit to place a 3,600 square foot modular structure in the southeast corner of the existing church site at 5005 Lacey Boulevard SE, Lacey, Washington, be **APPROVED**, subject to the following conditions:⁴

Conditions Unique To This Application

Community Development Department

1. This proposal shall be developed in substantial conformance with the site plan submitted on August 6, 2013, except as modified by the conditions below.
2. Prior to building permit issuance a revised site plan showing the increased setbacks of a minimum of three (3) feet shall be submitted to the Community Development Department for review and approval.
3. A minimum of three (3) feet of Type II landscaping shall be installed adjacent to the building along Church Street and 14th Avenue SE.
4. Prior to final Commercial Design Review approval paint color samples shall be submitted to the Community Development Department for review.
5. The proposed modular building shall be inspected, approved and properly labeled for the proposed use by the State of Washington. This labeling documentation shall be submitted with the building permit application required to install the proposed structure (IBC Sec. 107.2.1).

⁴ This recommendation includes conditions required to reduce project impacts as well as conditions required to meet City code standards.

6. Based on the submitted application materials the proposed structure shall be classified as Group A-3 occupancy. If the assigned occupant load is 300 or more an automatic sprinkler system and addressable fire alarm shall be required (IBC Sec 903.2.1.3).
7. Additional restroom facilities will be required for the proposed building and shall comply with the applicable accessible restroom requirements.
8. The proposal shall comply with the accessibility requirements of IBC Chapter 11 and ANSI A117.1 – 2009. Accessible parking stalls are required and shall be shown on the revised site plan and building permit submittals.

Public Works

Specific Water Improvements

9. The proposed site is currently being provided water service by the City of Lacey. Depending upon fire protection requirements, additional water improvements may be required; however, as agreed to in the pre-submission meeting, since this is a temporary use, the proposed modular unit may be served off the existing water meter to the church.

Specific Sewer Improvements

10. The proposed site is currently connected to the City of Lacey's sanitary sewer system. The type and size of the existing sanitary sewer service lateral will need to be verified to ensure that it can adequately serve the new modular unit. The connection to the sewer system shall be to the existing lateral and not to the internal building sewer system. If the existing lateral is not adequate for the expanded use, a new connection to the sanitary sewer main will be required. Please note that all commercial sanitary sewer laterals shall be connected to the main at a manhole.

Specific Stormwater Improvements

11. This proposal is considered a Small Project Drainage Review and shall address core requirements one through five of the City of Lacey 2010 Stormwater Design Manual.

General Conditions

The conditions below are summaries of ordinances and standards that apply to approval of this application regardless of any specific impacts of this proposed development. The list is intended as a courtesy notice and not as an exhaustive list of legal requirements that may apply to an approval of the application. The list is also a summary of the legal requirement; if there is a conflict between the summary and the ordinance, the language of the ordinance controls.

Community Development Department

12. A detailed landscaping plan shall be prepared; signed-off by a licensed landscape architect, nursery person, or landscaper; and submitted to the Planning Department for

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review and approval. Compliance with the requirement for the landscape sign-off shall not be unreasonably onerous, given that there is some flexibility in landscaping planning. The plan shall include the type, number, and location of the vegetative improvements as well as a specific time line for completion of the improvements. All requirements of Chapter 16.80 of the Zoning Code shall be satisfied (Chapter 16.80 LMC).

13. A detailed estimate from a landscape installer must be submitted to the Planning Department. The estimate should include all costs associated with installing landscaping as called out on the approved plans, including labor (Chapter 16.80 LMC). No irrigation plan is required.
14. A letter of credit or assignment of savings must be provided to the Planning Department in the amount of 150 percent of the above mentioned landscape estimate. The City shall release this financial security once the landscaping for the project is installed and approved by the Planning Department and a financial security is in order to ensure that all plant materials are properly maintained. This security device shall be in the amount of 20 percent of the value of the vegetative improvements and shall be held for a period of one year (Chapter 16.80 LMC).
15. A sign permit shall be issued by the City of Lacey prior to the installation of any signs on the subject site (Chapter 16.75 LMC).
16. All applicable requirements of the City Zoning Code shall be satisfied (Title 16 LMC).
17. The Applicant/developer shall be responsible for obtaining all applicable permits required for the project, including National Pollutant Discharge Elimination System Permit (NPDES), Forest Practices Application, and any others. These permits will require additional review time from the appropriate agencies.
18. A Washington State licensed architect and engineer are required for the proposed project.
19. The proposed project shall comply with all of the codes and ordinances adopted by the City of Lacey, including the 2012 International Building Code and the 2012 International Fire Code. Also, aerial fire apparatus access is required for any building 30 ft. or greater in height per IFC Appendix D105.
20. Building, electrical, mechanical and plumbing permits will be required for the installation of the proposed structure. Sprinkler and fire alarm permits may be required as well (IBC Sec. 105.1).
21. The proposed modular building shall be inspected, approved and properly labeled for the proposed use by the State of Washington. This labeling documentation shall be submitted with the building permit application required to install the proposed structure (IBC Sec. 107.2.1).

22. The proposed structure shall be properly anchored for the applicable seismic and wind forces for our region. Structural calculations and plans shall be provided by a Washington State licensed engineer (IBC Sec. 1604).

Public Works

General Water Improvements

23. Water system improvements shall meet the requirements of the City of Lacey, the Coordinated Water System Plan (CWSP), Department of Health (DOH), City of Lacey Water System Plan, Department of Ecology, Thurston County Environmental Health and City of Lacey Fire Code Official's standards. Actual main size, loop closures, and possible off-site improvements including the number and location of fire hydrants, will depend on the fire flows required and available to the site. (DG&PWS, Water 6.010).

General Sewer Improvements

24. Sanitary sewer improvements associated with this project shall meet the requirements of the City of Lacey Comprehensive Sanitary Sewer Plan, Thurston County Health Department, Washington State Department of Health (DOH), the LOTT Clean Water Alliance and Department of Ecology (DG&PWS, Sewer 7A.010 and Subdivisions and Short Plat 2-21).

General Stormwater Improvements

25. Storm drainage and erosion control designs shall be to the City of Lacey 2010 Stormwater Design Manual.
26. A Stormwater Pollution Prevention Plan (SWPPP) shall be submitted to and approved by the City prior to beginning construction of the project. Each of the 12 required SWPPP elements as identified in Chapter 1 of the City of Lacey 2010 Stormwater Design Manual shall be addressed and included in the construction SWPPP. If site conditions render SWPPP elements unnecessary, exemptions for each element shall be clearly justified in the narrative of the SWPPP. The Department of Ecology provides a template for preparing the construction SWPPP at <http://www.ecy.wa.gov/programs/wq/stormwater/construction/>
The SWPPP shall be submitted to and approved by the City prior to Civil Plan Approval.

General Transportation Improvements

27. Traffic mitigation fees (as determined by a Commercial Traffic Generation Worksheet) may be required and conditions of Chapter 14.21 LMC shall be satisfied.

Other Requirements

28. All improvements shall satisfy City of Lacey Development Guideline Standards in place at the time of complete application.

29. All Public Works improvements must be designed by an engineer licensed in the State of Washington and submitted to the City of Lacey Public Works Department for review and approval (DGPWS 3.040).
30. The City of Lacey Coordinate System shall be Washington Coordinate System, NAD 83/91 south zone. Units are expressed in feet. Horizontal and vertical control information can be obtained from the Lacey Public Works Department (DG&PWS 3.025).
31. All structures associated with this site shall be connected to City of Lacey utilities (DG&PWS 6.010 and 7A.010).

Recommended this 3rd day of December 2013.



THEODORE PAUL HUNTER

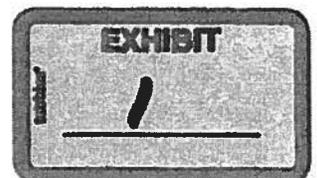
Hearing Examiner

Sound Law Center

LIST OF EXHIBITS

Project# 13-58: Olympia-Lacey Church of God Modular Building placement

Exhibit #	Description
1	Exhibit list
2	Staff Report
3	General Land Use application, received August 6, 2013
4	Conditional Use Permit application, received August 6, 2013
5	Notice of Application
6	Site Plan
7	Vicinity aerial map with zoning overlay
8	Photo of existing church building
9	Proposed modular building elevations
10	Agency routing sheet
11	Comments received from Terry Davis, City of Lacey Fire Code Specialist, dated August 8, 2013
12	Comments received from Wade Duffy, City of Lacey Building Official, dated March 13, 2013 – received revised September 5, 2013
13	Comments received from Tom Stiles, City of Lacey Public Works Development Review, dated September 26, 2013
14	Hearing Notice
15	Certification of Public Notice



STAFF REPORT

Date: November 20, 2013
To: City of Lacey Hearings Examiner
From: City of Lacey Community Development Department
Subject: Project#13-58: Olympia-Lacey Church of God Conditional Use Permit

I. GENERAL INFORMATION

- A. **Applicant/Property Owner:**
Olympia-Lacey Church of God
5005 Lacey Boulevard SE
Lacey, WA 98503
- B. **Authorized Representative:**
Dick Fankhauser
3537 Pinebrook Drive SE
Olympia, WA 98501

II. DESCRIPTION OF PROPOSAL

The Olympia-Lacey Church of God has submitted a conditional use permit application requesting approval to place a 3,600 square foot modular structure in the southeast corner of the existing church site. The structure will be used for additional meeting space.

III. LEGAL DESCRIPTION OF SUBJECT PARCEL

The site is addressed 5005 Lacey Boulevard SE. Lot A of Imperial Site Addition; located in a portion of Section 21, Township 18N, Range 1W, W.M. Assessor's parcel 55600100000, Lacey, Thurston County, Washington.

IV. SITE PLAN INFORMATION

Water: City of Lacey
Sewer: City of Lacey
Power/Natural Gas: Puget Sound Energy
Fire Protection: Lacey Fire District 3



Site Characteristics:

The site is approximately 1.44 acres in size. It is developed with an existing church building and associated parking lot. The existing church building is approximately 17,000 square feet in size and is located on the north half of the parcel adjacent to Lacey Boulevard. The church also owns the parcels directly to the south of the subject site – located across 14th Avenue SE. These parcels contain more parking area, grassy playfield and a small play area used by the church’s daycare.

Surrounding Land Uses:

The church is adjacent to low density residential uses on the south, east and southwest sides. Directly north and west of the site are various office and retail uses.

Access:

Access to the site will not change. The current access is from 14th Avenue SE.

Zoning:

The subject parcel on which the existing church building is located is zoned Central Business District 4 - as are the other properties located south of Lacey Boulevard to the east and west. The church owned parcels directly to the south are zoned Open Space Institutional and Low Density Residential O-4. The residential area south and east is also zoned Low Density Residential O-4. The residential area to the southwest is zoned Moderate Density Residential. Properties north of Lacey Boulevard are zoned Central Business District 5. (See exhibit X).

V. APPLICABLE COMPREHENSIVE GOALS AND POLICIES

The City of Lacey and Thurston County Land Use Plan for the Lacey Urban Growth Area: This document, known as the comprehensive land use plan, was prepared as a joint planning document by the City of Lacey and Thurston County for Lacey and the Lacey Urban Growth Area. There are other general policies in the Comprehensive Land Use Plan, which could apply, but the issues they cover are specifically detailed in the Lacey Zoning Ordinance, which is reviewed in the next section VII. Overall the comprehensive plan recognizes and promotes the need for membership organizations, specifically churches, to locate in various neighborhoods and planning districts to serve the citizens of Lacey. This proposal is consistent with the City of Lacey and Thurston County Land Use Plan for the Lacey Urban Growth Area.

VI. APPLICABLE MUNICIPAL CODE STANDARDS

The following table depicts the applicable sections of the Lacey Municipal Code and if the project complies with the standards or if the project complies with the standards once staff conditions are imposed.

Applicable Zoning Code Sections	Project Complies	Project Needs Conditions
Chapter 16.25 – Central Business District 4 – 8		
16.25.010 Statement of Intent	✓	
16.25.020 Permitted Uses	✓	
16.25.030 Similar or Related Uses	✓	
16.25.040 Prohibited Uses	✓	
16.25.050 Nonconforming Uses	✓	
16.25.060 Dimensional Requirements	✓	
16.25.070 Environmental Performance Standards	✓	
16.25.100 Landscaping Requirements		✓
16.25.110 Off-Street Parking	✓	
16.25.120 Parking Area and Circulation Design	✓	
16.25.125 Design Review	✓	
16.25.130 Stormwater Runoff	✓	
Chapter 16.66 – Conditional Uses and Permits		
16.66.010 Intent	✓	
16.66.020 Permitted Uses	✓	
16.66.030 Control of Uses	✓	
16.66.040 Environmental Performance Standards	✓	
16.66.050 Design Standards	✓	
16.66.070 When Granted	✓	
16.66.080 Application Form	✓	

VII. NOTIFICATION

The application for conditional use permit was received on August 6, 2013, and was deemed complete pursuant to RCW 36.70B.070 on August 22, 2013. The comment period for the Notice of Complete Application had a 14-day comment period that ended on September 5, 2013. A notice was published in The Olympian and the site was posted with the notice of complete application. These notices are attached to this report as exhibits. Staff received comments from several other City departments. These comments are attached to this report as exhibits.

Written notice of the public hearing was sent to all property owners within 300 feet of the site on November 8, 2013, and notice was published in The Olympian on November 8, 2013, at least 10 days prior to the public hearing. Notice was posted on-site on November 8, 2013.

VIII. COMMUNITY DEVELOPMENT DEPARTMENT ANALYSIS

In review of this proposal it is important to consider the goals and policies of the comprehensive plan, the required findings and general provisions of the zoning ordinances of the Lacey Municipal Code (LMC).

The conditional use permit is intended to provide for the locating of certain types of uses that because of their unique characteristics cannot be limited to specific zoning districts. The review process for the conditional use permit allows for the City to provide a higher level of review of these uses and apply greater flexibility in development standards in order to address the impacts on the adjacent properties and the community as a whole.

The Central Business District4 (CBD 4) zoning provisions (LMC 16.25) requires a conditional use permit for all membership organizations classified by the Standard Industrial Classification Code (SIC Code). The SIC code includes religious organizations in the definition of membership organizations (i.e. churches, convents, monasteries, religious instruction, etc.). The purpose of the CBD 4 zoning provisions to require a conditional use permit is to provide a higher level of review to ensure it can be demonstrated that the use is complementary to adjacent commercial and residential land uses

In this particular proposal the existing church building is located within the CBD 4 zoning district in which churches, as noted above, are allowed provided they first obtain conditional use permit approval. In this case, the church has occupied the property for many years. However, they now desire to expand the use beyond the current footprint in order to meet their need for additional meeting space. Due to the expansion of use a conditional use permit is required.

Several years ago the church received master site plan approval for redevelopment of all three parcels. The master plan proposed 62,350 square feet of building space including multi-use areas, classrooms, nursery and daycare center to be built in multiple phases. It also included the demolition of the existing 16,684 square foot church building. Although the approval has since expired the church would still like to pursue redevelopment of the site in the future. The need for additional meeting space is immediate however, and the ability to fund the redevelopment is not currently available.

Compatibility with surrounding area

While the original church building has been located in the neighborhood since the early 1960s it is important to ensure through this review process that the new structure will complement the existing building and integrate into the surrounding neighborhood. Based on the materials submitted with the design review application the modular structure is very similar to the existing church building in terms of building materials and building shape (Exhibit X). The applicant is also proposing to paint the new structure to match the existing building.

Unlike traditional stick built construction, modular structures sit a minimum of 18 inches above grade. Because of this additional exposed foundation/skirting, the use of perimeter landscaping will be required for screening. The landscape ordinance (LMC 16.80) requires Type II landscaping around the perimeter of buildings. Type II landscaping is intended to provide visual separation of uses from streets and visual separation of compatible uses so as to soften the appearance of building elevations. In order to accommodate the necessary landscaping the building setback will need to be increased from what is currently shown on the site plan. Staff is recommending a minimum of 3 feet of Type II landscaping be installed adjacent to the building along Church Street and 14th Avenue.

Building setback

The CBD 4 zone requires a front yard setback of 0 to 15 feet. In order to use a 0 foot setback LMC 16.25 requires that a number of pedestrian oriented improvements and design features be used. However, the conditional use permit process authorizes alteration or variance in design standards when such alteration or variation is found to be reasonable to protect adjacent properties or the health or general welfare of the community. Staff is recommending allowing the applicant a reduced setback. As can be seen on the site plan although the structure is in close proximity to the property line, it is still approximately 30 feet from the current roadway of Church Street and approximately 17 feet from 14th Avenue roadway. Placing the structure 3-5 feet from the property line would not create a site distance hazard or obstruct City utilities. But imposing the standard 15-foot setback would cause a significant challenge for the applicant in siting the modular structure on the property as it would force placement of the structure in the center of the existing parking lot.

As depicted on the submitted site plan the applicant is proposing an 8-inch setback. However, as discussed above the setback will need to be increased in order to accommodate the required perimeter landscaping onsite. A condition has been added that requires the applicant to submit a revised site/ landscape plan showing the increased setback to accommodate the additional landscaping.

As proposed, staff believes the proposal is consistent with the goals and policies of the 1994 Lacey Comprehensive Plan. Therefore, staff recommends approval of this conditional use permit application with the recommended conditions described below.

IX. HEARING EXAMINER AUTHORITY

The Hearings Examiner has the responsibility and authority to recommend action to the City Council on conditional use permits. Pursuant to section 2.30.140 of the Lacey Municipal Code, the Examiner has the authority to render a decision on the application which may be to grant, deny, or grant with such conditions, limitations, modifications and restrictions as the Examiner finds necessary to make the application compatible with its environment, the comprehensive plan, other official policies and objectives and land use regulatory enactments.

X. SUMMARY OF STAFF ANALYSIS

Staff finds that the proposed conditional use permit is consistent with the City Comprehensive Development Plan, the City Zoning Code, and other applicable codes and regulations provided that the conditions recommended below, under Section XII, are implemented.

XI. STAFF RECOMMENDATIONS CONCERNING ACTION ON THE PROPOSED CONDITIONAL USE PERMIT

Based upon the above analysis, city staff recommends approval of the conditional use permit. The project shall proceed in substantial conformance with the plans on file, except as modified below:

Conditions Unique to this Application

The conditions below are intended to mitigate impacts associated with an approval of this application. The conditions listed to not apply to developments generally, but are necessary for this application to meet the criteria for approval of this application.

Community Development Department

1. This proposal shall be developed in substantial conformance with the site plan submitted on August 6, 2013, except as modified by the conditions below.
2. Prior to building permit issuance a revised site plan showing the increased setbacks of a minimum of 3 feet shall be submitted to the Community Development Department for review and approval.
3. A minimum of 3 feet of Type II landscaping shall be installed adjacent to the building along Church Street and 14th Avenue SE.
4. Prior to final Commercial Design Review approval paint color samples shall be submitted to the Community Development Department for review.
5. The proposed modular building shall be inspected, approved and properly labeled for the proposed use by the State of Washington. This labeling documentation shall be submitted with the building permit application required to install the proposed structure. (IBC Sec. 107.2.1)
6. Based on the submitted application materials the proposed structure shall be classified as Group A-3 occupancy. If the assigned occupant load is 300 or more an automatic sprinkler system and addressable fire alarm shall be required. (IBC Sec 903.2.1.3)

7. Additional restroom facilities will be required for the proposed building and shall comply with the applicable accessible restroom requirements.
8. The proposal shall comply with the accessibility requirements of IBC Chapter 11 and ANSI A117.1 – 2009. Accessible parking stalls are required and shall be shown on the revised site plan and building permit submittals.

Public Works

Specific Water Improvements

9. The proposed site is currently being provided water service by the City of Lacey. Depending upon fire protection requirements, additional water improvements may be required; however, as agreed to in the pre-submission meeting, since this is a temporary use, the proposed modular unit may be served off the existing water meter to the church.

Specific Sewer Improvements

10. The proposed site is currently connected to the City of Lacey's sanitary sewer system. The type and size of the existing sanitary sewer service lateral will need to be verified to ensure that it can adequately serve the new modular unit. The connection to the sewer system shall be to the existing lateral and not to the internal building sewer system. If the existing lateral is not adequate for the expanded use, a new connection to the sanitary sewer main will be required. Please note that all commercial sanitary sewer laterals shall be connected to the main at a manhole.

Specific Stormwater Improvements

11. This proposal is considered a Small Project Drainage Review and shall address core requirements one through five of the City of Lacey 2010 Stormwater Design Manual.

General Conditions

The conditions below are summaries of ordinances and standards that apply to approval of this application regardless of any specific impacts of this proposed development. The list is intended as a courtesy notice and not as an exhaustive list of legal requirements that may apply to an approval of the application. The list is also a summary of the legal requirement; if there is a conflict between the summary and the ordinance, the language of the ordinance controls.

Community Development Department

12. A detailed landscaping plan shall be prepared by a licensed landscape architect, nursery person, or landscaper and submitted to the Planning Department for review and approval. The plan shall include the type, number, and location of the vegetative improvements as well as a specific time line for completion of the improvements. A separate irrigation plan must also be submitted showing the location of all irrigation lines, location of sprinkler heads, and approximate coverage areas. The plans must

include a note stating that the property owner is responsible for maintaining all plants in a healthy growing condition for the life of the project. All requirements of Chapter 16.80 of the Zoning Code shall be satisfied. (LMC 16.80)

13. A detailed estimate from a landscape installer must be submitted to the Planning Department. The estimate should include all costs associated with installing landscaping and irrigation as called out on the approved plans, including labor. (LMC 16.80)
14. A letter of credit or assignment of savings must be provided to the Planning Department in the amount of 150 percent of the above mentioned landscape estimate. The City shall release this financial security once the landscaping for the project is installed and approved by the Planning Department and a financial security is in order to ensure that all plant materials are properly maintained. This security device shall be in the amount of 20 percent of the value of the vegetative improvements and shall be held for a period of one year. (LMC 16.80)
15. A note shall be placed on the face of the landscaping and irrigation plans stating that any irrigation lines placed within tree protection zones established for the project must be installed in such a manner as to not cause damage to the root protection zone, such as by cutting roots, digging trenches, operation of machinery, etc. Special care must be taken (hand digging trenches, designing lines to stay out of these areas where possible, etc.) to ensure damage to the trees does not occur. In the event damage to these areas does occur, the city may require, at their discretion, replacement of the comparable landscape value of the trees damaged or other means to make up that loss. (LMC 16.80)
16. A sign permit shall be issued by the City of Lacey prior to the installation of any signs on the subject site. (LMC 16.75)
17. All applicable requirements of the City Zoning Code shall be satisfied (LMC Title 16).
18. The applicant/developer shall be responsible for obtaining all applicable permits required for the project, including National Pollutant Discharge Elimination System Permit (NPDES), Forest Practices Application, and any others. These permits will require additional review time from the appropriate agencies.
19. A Washington State licensed architect and engineer are required for the proposed project.
20. The proposed project shall comply with all of the codes and ordinances adopted by the City of Lacey, including the 2012 International Building Code and the 2012 International Fire Code. Also, aerial fire apparatus access is required for any building 30ft. or greater in height per IFC Appendix D105.

21. Building, electrical, mechanical and plumbing permits will be required for the installation of the proposed structure. Sprinkler and fire alarm permits may be required as well. (IBC Sec. 105.1)
22. The proposed modular building shall be inspected, approved and properly labeled for the proposed use by the State of Washington. This labeling documentation shall be submitted with the building permit application required to install the proposed structure. (IBC Sec. 107.2.1)
23. The proposed structure shall be properly anchored for the applicable seismic and wind forces for our region. Structural calculations and plans shall be provided by a Washington State licensed engineer. (IBC Sec. 1604)

Public Works

General Water Improvements

24. Water system improvements shall meet the requirements of the City of Lacey, the Coordinated Water System Plan (CWSP), Department of Health (DOH), City of Lacey Water System Plan, Department of Ecology, Thurston County Environmental Health and City of Lacey Fire Code Official's standards. Actual main size, loop closures, and possible off-site improvements including the number and location of fire hydrants, will depend on the fire flows required and available to the site. (DG&PWS, Water 6.010)
25. To assure adequate water is present for your project. Modeling of the water system shall occur. Please contact Brandon McAllister (491-5600) to coordinate the fire flow modeling (typical cost for this service \$500.00).

General Sewer Improvements

26. Sanitary sewer improvements associated with this project shall meet the requirements of the City of Lacey Comprehensive Sanitary Sewer Plan, Thurston County Health Department, Washington State Department of Health (DOH), the LOTT Clean Water Alliance and Department of Ecology. (DG&PWS, Sewer 7A.010 and Subdivisions and Short Plat 2-21)

General Stormwater Improvements

27. Storm drainage and erosion control designs shall be to the City of Lacey 2010 Stormwater Design Manual.
28. A Stormwater Pollution Prevention Plan (SWPPP) shall be submitted to and approved by the City prior to beginning construction of the project. Each of the 12 required SWPPP elements as identified in Chapter 1 of the City of Lacey 2010 Stormwater Design Manual shall be addressed and included in the construction SWPPP. If site conditions render

SWPPP elements unnecessary, exemptions for each element shall be clearly justified in the narrative of the SWPPP. The Department of Ecology provides a template for preparing the construction SWPPP at <http://www.ecy.wa.gov/programs/wq/stormwater/construction/>
The SWPPP shall be submitted to and approved by the City prior to Civil Plan Approval.

General Transportation Improvements

29. Traffic mitigation fees (as determined by a Commercial Traffic Generation Worksheet) may be required and conditions of Lacey Municipal Code 14.21 shall be satisfied.

Other Requirements

30. All improvements shall satisfy City of Lacey Development Guideline Standards in place at the time of complete application is obtained (as determined by the City of Lacey Community Development Department). (LMC)
31. All Public Works improvements must be designed by an engineer licensed in the State of Washington and submitted to the City of Lacey Public Works Department for review and approval. (DGPWS 3.040)
32. The City of Lacey Coordinate System shall be Washington Coordinate System, NAD 83/91 south zone. Units are expressed in feet. Horizontal and vertical control information can be obtained from the Lacey Public Works Department. (DG&PWS 3.025)
33. All structures associated with this site shall be connected to City of Lacey utilities (DG&PWS 6.010 and 7A.010).

XII. FINDINGS OF FACT

This recommendation is supported by the following suggested findings of fact.

1. The City of Lacey and Thurston County Land Use Plan designate the subject property for the Lacey Urban Growth Area, as Central Business District 4.
2. The subject property is zoned Central Business District 4 by the City of Lacey Zoning Ordinance.
3. The subject parcel is located at 5005 Lacey Boulevard SE, parcel number 55600100000, Lacey, Washington.
4. This proposal is a redevelopment project with replaced impervious surfaces totaling more than 2,000 square feet.

5. **The adopted City of Lacey Development Guidelines, as well as Title 12 and Title 13 of the Lacey Municipal Code, set forth specific street and utility improvements applicable to the subject property.**
6. **The International Building Code adopted by the City of Lacey has specific requirements applicable to development of the subject property.**
7. **The International Fire Code has specific requirements applicable to the development of the subject property.**
8. **At the time of processing this application, adequate sanitary sewer and domestic water capacity are available. Actual guarantee of services is not secured until all applicable connection fees are paid.**
9. **Adequate provisions have been made for drainage ways, streets, potable water supplies, sanitary wastes, parks and recreation grounds, schools and sidewalks pursuant to RCW 58.17.110.**
10. **This proposal, as conditioned, is consistent with the City of Lacey and Thurston County Land Use Plan for the Lacey Urban Growth Area.**
11. **This proposal, as conditioned, is consistent with the City of Lacey Zoning Code, Title 16 of the LMC.**
12. **This proposal, as conditioned, is consistent with Title 15 "Subdivision of the LMC and RCW 58.17 "Plats-Subdivisions-Dedication."**
13. **This proposal, as conditioned, is consistent with the Development Guidelines and Public Works Standards adopted by the City of Lacey.**
14. **At the time of processing this application, adequate sanitary sewer and domestic water capacity are available. However, utility capacity is reduced as other parcels of property are connected to the services. Therefore, approval of this application does not guarantee the availability of utility services. Such assurance will not be given until all applicable connection fees are paid and accepted by the City."**
15. **This proposal, as conditioned, will not be detrimental to the public health, safety, and general welfare.**



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CITY
OF **LACEY**

DEPARTMENT OF COMMUNITY DEVELOPMENT
420 College Street SE, Lacey, WA 98503 (360) 491-5642

RECEIVED

AUG 06 2013

BY 13-58

OFFICIAL USE ONLY
Date: _____
Case #: _____
Received By: _____
Planner: _____
Related Cases: _____

GENERAL LAND USE APPLICATION

Please Identify Supplemental Forms Accompanying This Application:

- | | |
|--|---|
| <input type="checkbox"/> Binding Site Plan (Preliminary)
<input checked="" type="checkbox"/> Binding Site Plan (Final)
<input type="checkbox"/> Boundary Line Adjustment
<input checked="" type="checkbox"/> Conditional Use Permit
<input type="checkbox"/> Environmental Checklist (SEPA) (must include 2 CD's containing .pdf copies of all submittal materials, including applications)
<input type="checkbox"/> Joint Aquatic Resources Permit Application (JARPA)
<input type="checkbox"/> Landclearing Permit/Class IV Forest Practices | <input type="checkbox"/> Planned Residential Development (Preliminary)
<input type="checkbox"/> Planned Residential Development (Final)
<input type="checkbox"/> Short Subdivision (Preliminary)
<input type="checkbox"/> Short Subdivision (Final)
<input type="checkbox"/> Site Plan Review
<input type="checkbox"/> Subdivision (Preliminary)
<input type="checkbox"/> Subdivision (Final)
<input type="checkbox"/> Townhouse Development Permit
<input type="checkbox"/> Wetland Development Permit |
|--|---|

***Applicant/Property Owner Information**

Owner: Olympia-Lacey Church of God

Mailing Address: 5005 Lacey Boulevard SE, Lacey, WA 98503

Phone Number(s): (360) 491-0414

E-mail Address: info@olcog.org

Signature: [Handwritten Signature]

** For projects with multiple owners, attach a separate sheet with above owner information and signatures.*

Applicant: Same as above

Mailing Address: _____

Phone Number(s): _____

E-mail Address: _____

***Authorized Representative: Dick Fankhauser**

Mailing Address: 3537 Pinebrook Drive SE, Olympia, WA 98501

Phone Number(s): Cell (360) 480-6710 Home (360) 412-8270

E-mail Address: dickathyfank@gmail.com

**The authorized representative will be the primary staff contact for all project related questions and correspondence.*



Project Information

Project Name: Facility Expansion

Project Description: Placement of a 3,600 SF modular unit on the southeast corner of the below described parcel using existing utilities from main 16,684 SF building.

Property Description

Site Address: 5005 Lacey Boulevard SE

Full Legal Description of Subject Property (attached):
IMPERIAL SITES LA LESS E60F RD

Section: 21 Township: 18 Range: 1W

Assessor Tax Parcel Number(s): 55600100000

Zoning District: CBD-4

Shoreline Designation (if applicable): N/A

Area of Project Site (in square feet if less than 1 acre; in acres if greater): 1.53 acres

Critical Areas on or near Site (show areas on site plan):

- None
- Creek or stream (name): _____
- Lake or pond (name): _____
- Endangered or threatened species (identify): _____
- Encumbrances, such as wells with radius, and easements: _____

- Wetland
- Steep slopes/draw/gully/ravine
- Historic site or structure
- Flood hazard area, provide FEMA flood zone and map number: _____

Utilities (Existing and Proposed)

Water: Existing extend from existing bldg Proposed _____

Sewer: Existing extend from existing bldg Proposed _____

Access (name of street(s) from which access will be gained): _____

I affirm, under penalty of perjury, that all answers, statements, and information submitted with this application are correct and accurate to the best of my knowledge. I also affirm that I am the owner of the subject site or am duly authorized by the owner to act with respect to this application. Further, I grant permission from the owner to any and all employees and representatives of the City of Lacey and other governmental agencies to enter upon and inspect said property as reasonably necessary to process this application. I agree to pay all fees of the City that apply to this application.

Richard L. Fankhauser
Sjd-bm MChall/bvtf

Bill J. Anderson

8/6/13
99824

Print Name

Signature

Date

Please attach all applicable supplemental forms



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CITY OF **LACEY**

DEPARTMENT OF COMMUNITY DEVELOPMENT
420 College Street SE, Lacey, WA 98503 (360) 491-5642

RECEIVED

AUG 06 2013

BY _____

OFFICIAL USE ONLY
Date: _____
Case #: <u>13-58</u>
Received By: _____
Planner: _____
Related Cases: _____

CONDITIONAL USE PERMIT SUPPLEMENTAL

(This form to be accompanied by the General Land Use Application)

Project Information
Applicant Name and Phone Number: <u>Olympia-Lacey Church of God</u> (360) 491-0414
Authorized Rep. Name and Number: <u>Richard (Dick) Fankhauser</u> (360) 480-6710
Project Name: <u>Modular Building Addition</u>
Planning Project Number: <u>13-58</u>
Summary Of Request (list types of uses) <u>Placement of a 3,600 SF modular unit on the southeast corner of below parcel using existing utilities from main 16,684 SF building.</u>
Hours of Operation (include number of days per week): <u>Seven</u>
Total Square Footage of Site: <u>1.53 acres</u> Total Square Footage in Paved or Covered Surfaces: _____
Number of Dwelling Units: Proposed: _____ Permitted: _____
Existing Zoning
Existing Zoning Designation: <u>CBD-4</u> Comprehensive Plan Designation: <u>CBD-4</u>
How does the project conform to the Comprehensive Plan and Zoning Ordinance (attach additional sheets with narrative if necessary)? <u>Project does not conform to the Comprehensive Plan and Zoning Ordinance as churches are not a permitted use in this zoning area. However, this is to expand an existing church facility that has existed</u>
Essential Public Facility? <u>No</u> Type One: _____ Type Two: _____ Type Three: _____
Commercial Uses
Total gross square footage of commercial buildings: _____
Description of each commercial use: _____
What provisions have been made to safeguard the adjoining properties against any detrimental effects caused by the development? _____



What provisions have been made to make the development compatible with the appearance and character of the surrounding neighborhood? Proposed modular building has same vertical siding as existing church structure. Modular building will be painted to match existing. Landscaping will be provided to enhance the new structure.

Protective Covenants

Are there protective covenants for the subdivision in which this use is to be located? No

If so, attach a copy of the covenants and explain how the proposed use does or does not conform to the covenants. Cite specific section(s) of the covenants for reference: _____

Day Care Centers And Nursery Schools This building will not be used for Kiddieland day care.

Maximum Number of Students: _____ Estimated Maximum Vehicular Trips Generated: _____

How are these vehicular trips distributed by mode and time of day? _____

Attach a commercial traffic generation worksheet to the application form.

Essential Public Facilities Identified:

Does the proposed use meet the definition and criteria of 16.66.060 for essential public facilities review:

Yes No

If yes, what type of facility is it classified as:

Type 1 Type 2 Type 3

Please see additional submittal requirements for Type 1 and 2 essential public facilities below.

I affirm, under penalty of perjury, that all answers, statements, and information submitted with this application are correct and accurate to the best of my knowledge. I also affirm that I am the owner of the subject site or am duly authorized by the owner to act with respect to this application. Further, I grant permission from the owner to any and all employees and representatives of the City of Lacey and other governmental agencies to enter upon and inspect said property as reasonably necessary to process this application. I agree to pay all fees of the City that apply to this application.

Richard L Fankhauser
Print Name


Signature

8/6/13
Date

Please attach all applicable supplemental forms

NOTICE OF APPLICATION

The City of Lacey Department of Community Development has received the following application for conditional use permit.

Date Application Received: August 6, 2013

Project Name: Olympia-Lacey Church of God

Project Description: Proposal to place a 3,600 square foot modular structure on the southeast corner of the existing church site

Project Location: 5005 Lacey Blvd SE, Assessor's parcel 55600100000, located in a portion of Section 21, Township 18N, Range 1W, W.M., Lacey, Thurston County, Washington.

This Application will undergo the following approval process:

Environmental Review: N/A

Other Permits/Approvals¹

Required: grading, building permits and construction drawing approval

No preliminary determination of consistency with City plans or standards has been made. At minimum, this project will be subject to the following regulations:

Lacey Municipal Code Title 14 "Buildings and Construction", Title 16 "Zoning", International Building and Fire Codes, as well as the Development Guidelines and Public Works Standards.

On August 22, 2013 this application was deemed complete pursuant to RCW 36.70B.070. This determination of completeness means that the application is sufficient for continued review. This determination does not preclude the City of Lacey or other reviewing agencies from requesting additional information or studies either at the time of this notice or subsequently, if new information is required or if substantial changes in the proposal occur.

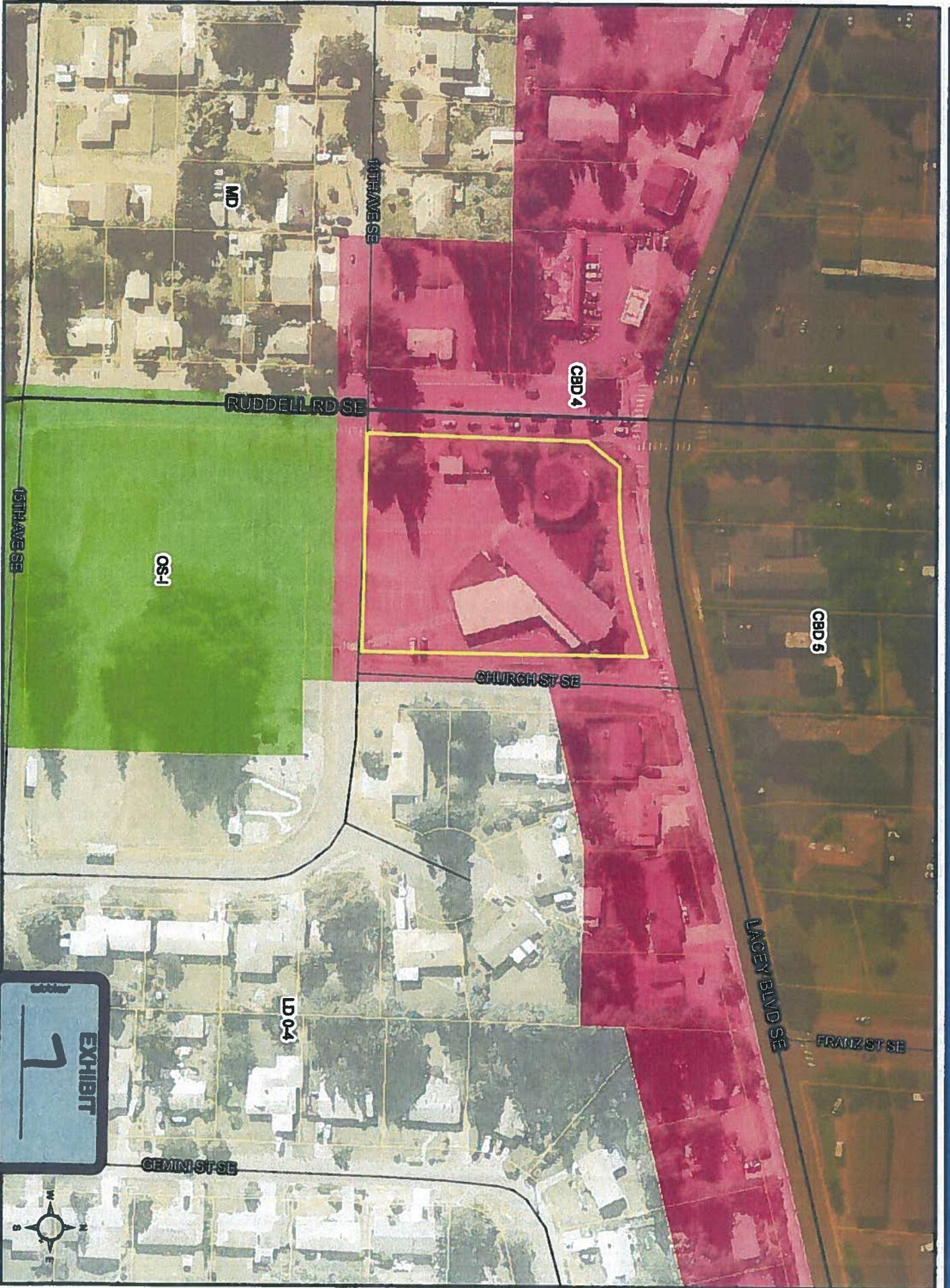
Anyone may review any document submitted as part of this project application and may comment on this proposal. No action will be taken on this application for 14 days from the date of this notice or before **September 5, 2013**.

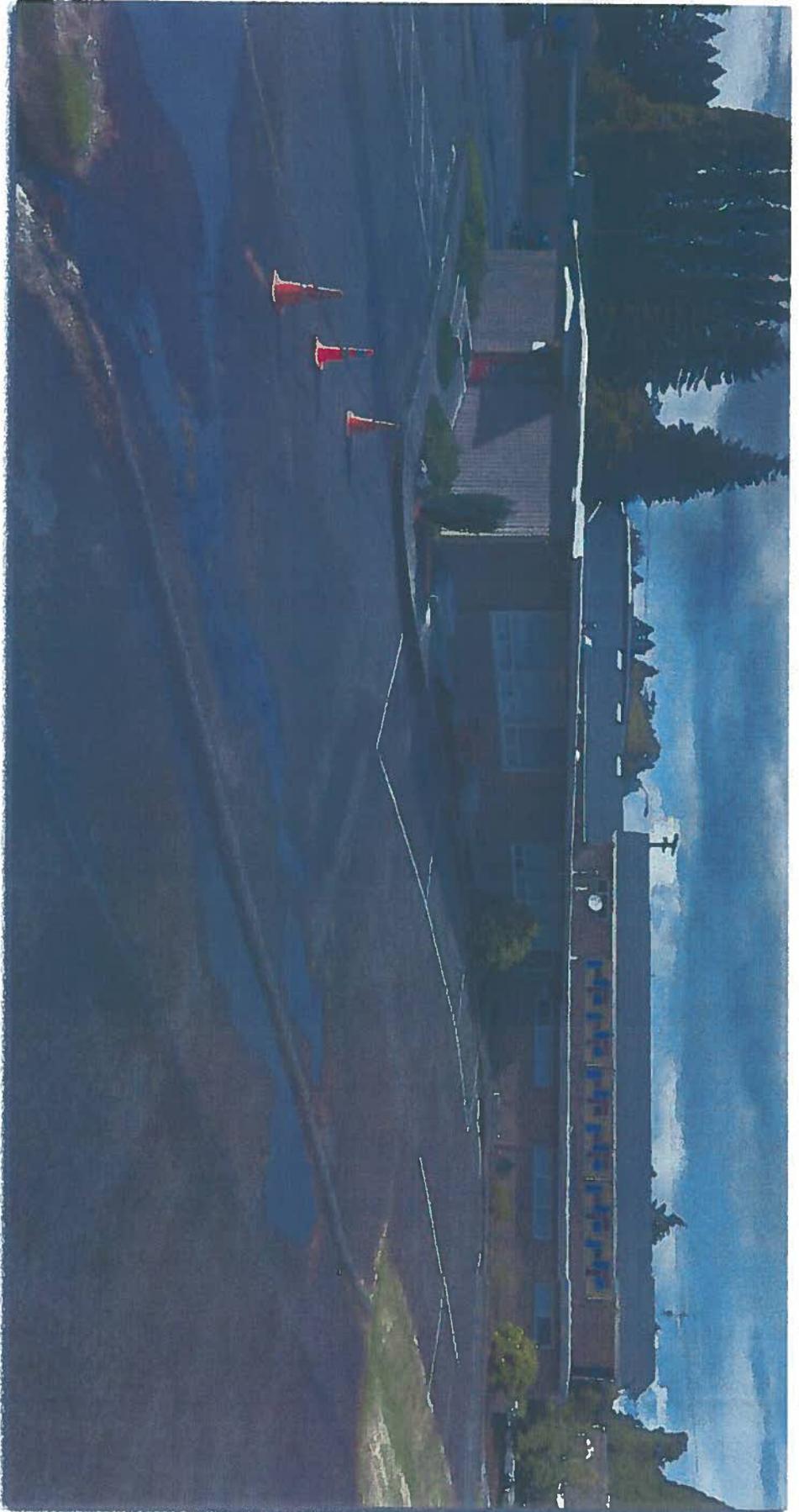
¹ This application and related studies are available for review at the Department of Community Development, Lacey City Hall, 420 College Street SE, Lacey, Washington. For more information please contact the Community Development Department at 360-491-5642 during normal business hours, typically between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

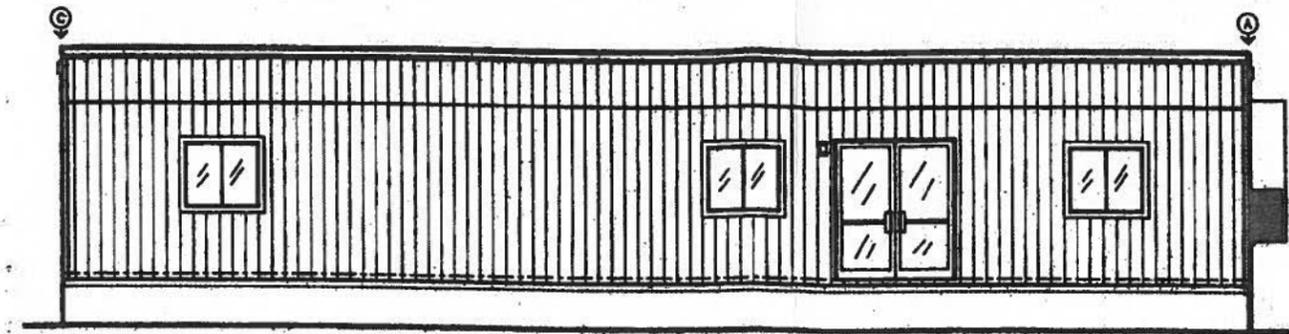


If you would like to make written comments, these may be directed to Samra Seymour, Associate Planner in the Department of Community Development at 420 College St. SE, Lacey, WA 98503 or in person at 420 College Street SE. If a public hearing is required as part of the application review process, any member of the public may request to be notified, and may give written or oral comment on the proposal to the Hearings Examiner, and may request a copy of any decisions made on the project. A request for advance notification should be made to the Department of Community Development.

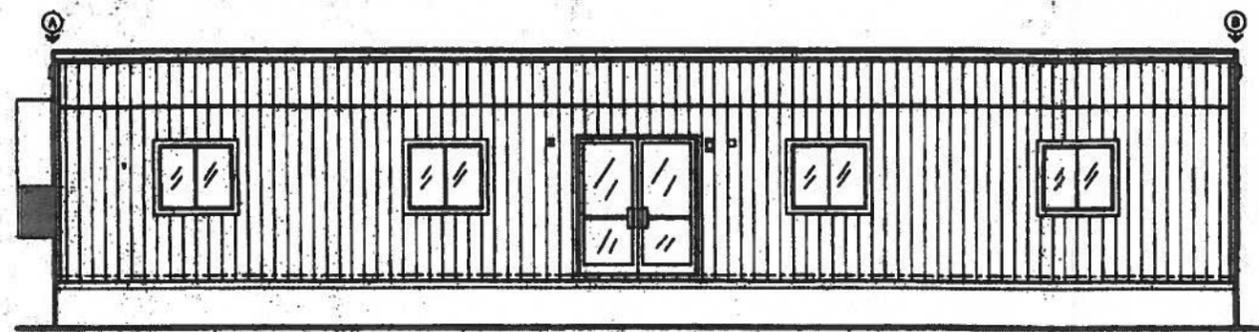
Vicinity aerial map with zoning overlay



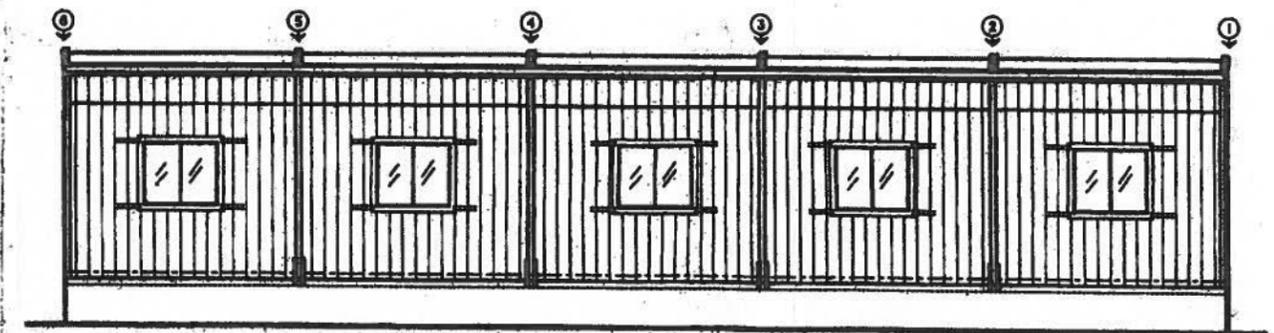




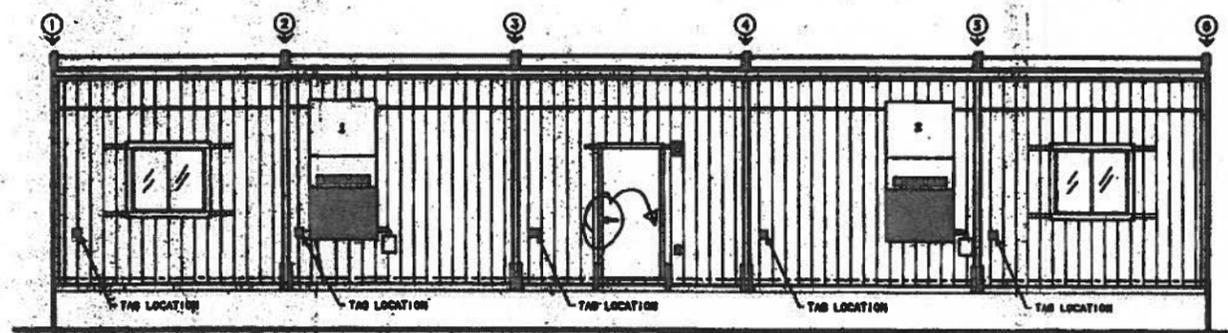
SIDEWALL ELEVATION
GRID C 1/4" = 1'-0"



SIDEWALL ELEVATION
GRID B 1/4" = 1'-0"



ENDWALL ELEVATION
GRID C 1/4" = 1'-0"



ENDWALL ELEVATION
GRID A 1/4" = 1'-0"

ENDWALL FASTENING: (FROM EXTERIOR)

1. PROVIDE 3 - 4 BLOCKING TO NEXT STUD AT HEADS AND SILL OF WINDOW/DOORS.
2. USE ONE 1 1/2" x 30 GA. x 12" STRAP AT EACH WINDOW CORNER AT 3" FROM END OF STRAP. ATTACHMENT STRAPS AT EACH END OF STRAP.
3. SUTURE WALLS 24" O.C. DURAWOOD SIDING ALL OTHERS 16" O.C.
4. FASTEN SIDING w/ 2 1/4" LONG x 1/8" DIA. SINKER ONLY. USE WALL STUDS 16" O.C. IN FIELDS AND DOUBLE ROW 8" TO JOINT.
5. USE STEEL STRAPS THREE OVER w/ 4" HD RAILS AT EACH END OF EACH STRAP.

RECEIVED
OCT 29 2013
BY 13-58

NO.	DATE	DESCRIPTION	BY	DATE	REVISION	BY
1-10-97	REV. FOR PRELIM. REVIEW	JCS	JCS			
2-10-97	PROVIDED ALL 4 ELEVATIONS PER JOB	JCS				
2-22-97	CREATED 07120-24, ENGINEERING REV.	JCS				
2-24-97	OVERNOTES 07120-24 FOR 13/19 END.	JCS				

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60 x 60
OR. GOLD
WA. GOLD

OFFICE for:
DAUGH CONSTRUCTION
McKINNEY MOBILE MODULAR SEATTLE.

EXHIBIT
9



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together*

CITY
OF **LACEY**

TRANSMITTAL MEMORANDUM

*Department of Community Development
420 College St. SE, Lacey, WA 98503
360-491-5642*

Date: August 22, 2013

Project Name: Olympa-Lacey Church of God

H.T.E. Case Number: 13-58

Parcel Number(s): 55600100000

Please review the attached project information and notify **Samra Seymour, Associate Planner**, in our office in writing of any comments or recommendations by **September 5, 2013**. Your comments will become part of the record and utilized in the decision-making process. You may either mail your comments to the above-mentioned address or e-mail them to sseymour@ci.lacey.wa.us

TYPE OF APPLICATION:

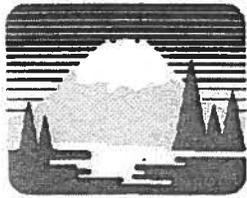
Conditional Use Permit

TO:

- ✓ Building Codes – Wade
- ✓ Fire Codes – Terry
- ✓ Development Review Division - Tom
- ✓ Traffic Division - Pat
- ✓ Addressing – Marci
- ✓ Police Department – Sean Bell
- ✓ Site Plan Review Committee
 - Scott, Rick
- ✓ Puget Sound Energy - Amy
- ✓ Q West, Engineering Division

If comments are not received by the date noted above, it will be construed that your agency/department does not have any comments or objections to the project as proposed.





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CITY OF **LACEY**

420 COLLEGE STREET SE
LACEY, WA 98503-1238

CITY COUNCIL

VIRGIL CLARKSON

Mayor

JASON HEARN

Deputy Mayor

JEFF GADMAN

LENNY GREENSTEIN

RON LAWSON

CYNTHIA PRATT

ANDY RYDER

CITY MANAGER

SCOTT H. SPENCE

Date: August 28, 2013

To: Samra Seymour, Associate Planner

Re: Transmittal Memorandum dated: August 22, 2013
Olympia-Lacey Church of God
5005 Lacey Blvd. SE

Project #13-58 Parcel #556001 00000

Dear Ms. Seymour:

This letter confirms receipt of a transmittal memorandum, including site plans for the above referenced development project. When submitted to this office for review, site plans shall be reviewed in accordance International Fire Code (2012 Edition), as adopted by the City of Lacey. Said modular building will be used for auxiliary church youth group activities. Approval of such plans shall be subject to the following conditions:

Timing of Installation:

- Existing roads and fire hydrants shall be considered adequate for this modular building and shall not delay building permit issuance. IFC Sections 503.1 and 508.1

Fire Apparatus Access Roads:

- Existing roads shall be considered adequate for this modular building. No additional requirements for fire apparatus access. IFC Section 503.1

Hydrant Requirements:

- Existing fire hydrants shall be considered adequate for this modular building. No additional fire hydrants required. LMC 14.07.015

Note: Should an automatic fire sprinkler system be required for this building, the fire department connection (FDC) for the fire sprinkler system shall be provided within 40-feet of a fire hydrant. LMC 14.07.015

Fire Sprinkler System Requirements:

- An automatic fire sprinkler system shall be required for all Group A-3 Occupancies having an occupant load of 300 or more persons. IFC Section 903.2.1.3



TDD Relay
1-800-833-6388

City Council
(360) 491-3214

City Manager
(360) 491-3214

City Attorney
(360) 491-1802

Community Development
(360) 491-5642

Finance
(360) 491-3212

Parks & Recreation
(360) 491-0857

Police
(360) 459-4333

Fire Code Review-Transmittal Memorandum
Case #13-58 Date of Transmittal Memo: 8/22/12
Date of Review: 8/27/13

Note: The maximum occupant load shall be determined on the intended use of the building:

1. Unconcentrated use with tables and chairs-15 sq. ft. per person. Maximum occupant load for modular building would be 240 persons.
2. Concentrated use-Chairs only, not fixed-7 sq. ft. per person. Maximum occupant load for modular building for this use would be 514 persons.
3. Standing use only-5 sq. ft. per person-Maximum occupant load for the modular building for this use would be 720 persons.

Note: As specified above, an automatic fire sprinkler system would be required should Items #2 and #3 apply.

5. Should an automatic fire sprinkler system be required, it shall be designed and installed in accordance with NFPA 13 (2010 Edition) requirements. Said design and installation shall be completed only by a fire sprinkler contractor having a Washington State Level III Certification in accordance with WAC 212-80. At least 3 sets of plans and specifications for the fire sprinkler system shall be submitted to the City of Lacey Building Department for review and approval prior to any installation work being done. IFC Section 903.2.1.3

Fire Alarm System Requirements:

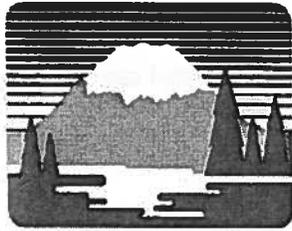
6. An automatic fire alarm system which activates an occupant notification signal system upon fire sprinkler system waterflow shall be provided for the modular building in accordance with IFC Section 907.2.1 should an automatic fire sprinkler be required for this building (see Item #4 above). Said manual fire alarm system shall be installed in accordance with NFPA 72 Standards (2010 Edition). At least 3 sets of fire alarm plans and specifications shall be submitted to the City of Lacey Building Department for review and approval prior to the installation of wiring or equipment. IFC Section 907.3.2

General Requirements:

7. At least two portable fire extinguishers having a minimum UL Rating of 2A-10B:C shall be provided for the building in accordance with IFC Section 906. Said extinguishers shall be hung near exit doors, with the tops no higher than 5-feet from the floor. IFC Section 906
8. Approved address number or building designation numbers shall be provided on in a location facing the street used for fire apparatus access. Address or building numbers shall be not less than 9-inches in height and shall contrast with their background.
IFC Section 505.1; LMC 14.07.015

If you have any questions regarding this review, please call me at extension 7783.

TERRY M. DAVIS
Fire Code Specialist
City of Lacey



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CITY
OF **LACEY**

**CITY OF LACEY
BUILDING DIVISION
PRESUBMISSION CONFERENCE NOTES**

CASE NUMBER: 13-58

APPLICANT: Lacey Church of God

RELATED CASES: None

PROJECT ADDRESS: 5005 Lacey Blvd.

TYPE: Modular bldg.

MEETING DATE: 3/13/13

APPLICABLE STANDARDS AND COMMENTS:

1. RCW 18.08 & 18.43 – A Washington State licensed architect and engineer are required for the proposed project.
2. The proposed project shall comply with all of the codes and ordinances adopted by the City of Lacey, including the 2012 International Building Code and the 2012 International Fire Code. Also, aerial fire apparatus access is required for any building 30ft. or greater in height per IFC Appendix D105.
3. IBC Sec. 105.1 – Building, electrical, mechanical and plumbing permits will be required for the installation of the proposed structure. Sprinkler and fire alarm permits may be required as well (see item #5, below).
4. IBC Sec. 107.2.1 – The proposed modular building shall be inspected, approved and properly labeled for the proposed use by the State of Washington. This labeling documentation shall be submitted with the building permit application required to install the proposed structure.
5. IBC Sec. 903 – Depending on the proposed use and the assigned occupant load, an automatic sprinkler system and addressable fire alarm could be required for this building.
6. IBC Sec. 1604 – The proposed structure shall be properly anchored for the applicable seismic and wind forces for our region. Structural calculations and plans shall be provided by a Washington State licensed engineer.

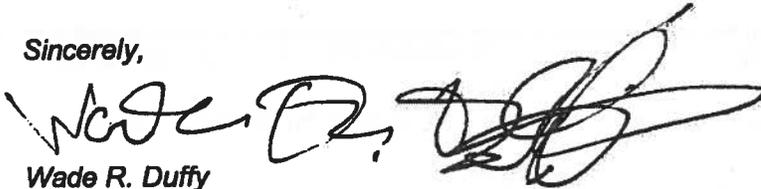


7. **IBC Sec. 1109.2 & 2901.2 – Addition restroom facilities will be required for the proposed building and shall comply with the applicable accessible restroom requirements. Also, an accessible drinking fountain may be required as well. Requirements will be based on the proposed use(s).**

8. **The proposed modular building shall comply with the accessibility requirements of IBC Chapter 11 and ANSI A117.1 – 2009. Please note that the required accessible parking stalls have not been shown on the submitted conceptual drawings.**

The above noted items are only preliminary comments based on the information received. Please call me at (360)491-5642 if you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wade R. Duffy', with a large, stylized flourish extending to the right.

**Wade R. Duffy
Building Official/Fire Marshal**

P0020918.DOC

**CITY OF LACEY
DEVELOPMENT REVIEW
PUBLIC WORKS DIVISION
CONDITIONAL USE PERMIT
CONDITIONS**



PW FILE #: 118-21-24XXXX-M

COMMENTS DATE: 26 September, 2013

OWNER: Olympia-Lacey Church of God

H.T.E. CASE NUMBER: 13-58

APPLICANT: Dick Fankhauser

PROPOSED USE: 3,600 Square Foot Modular Unit

PLANNER: Samra Seymour

NOTES BY: Tom Stiles 

Specific Water Improvements:

1. The proposed site is currently being provided water service by the City of Lacey. Depending upon fire protection requirements, additional water improvements may be required; however, as agreed to in the pre-submission meeting, since this is a temporary use, the proposed modular unit may be served off the existing water meter to the church.

General Water Improvements:

2. Water system improvements shall meet the requirements of the City of Lacey, the Coordinated Water System Plan (CWSP), Department of Health (DOH), City of Lacey Water System Plan, Department of Ecology, Thurston County Environmental Health and City of Lacey Fire Code Official's standards. Actual main size, loop closures, and possible off-site improvements including the number and location of fire hydrants, will depend on the fire flows required and available to the site. (DG&PWS, Water 6.010)
3. To assure adequate water is present for your project. Modeling of the water system shall occur. Please contact Brandon McAllister (491-5600) to coordinate the fire flow modeling (typical cost for this service \$500.00).



Specific Sewer Improvements:

4. The proposed site is currently connected to the City of Lacey's sanitary sewer system. The type and size of the existing sanitary sewer service lateral will need to be verified to ensure that it can adequately serve the new modular unit. The connection to the sewer system shall be to the existing lateral and not to the internal building sewer system. If the existing lateral is not adequate for the expanded use, a new connection to the sanitary sewer main will be required. Please note that all commercial sanitary sewer laterals shall be connected to the main at a manhole.

General Sewer Improvements:

5. Sanitary sewer improvements associated with this project shall meet the requirements of the City of Lacey Comprehensive Sanitary Sewer Plan, Thurston County Health Department, Washington State Department of Health (DOH), the LOTT Clean Water Alliance and Department of Ecology. (DG&PWS, Sewer 7A.010 and Subdivisions and Short Plat 2-21)

Specific Stormwater Improvements:

6. Storm drainage improvements will be required in conjunction with the City of Lacey 2010 Stormwater Design Manual. Please see Core Requirements for Stormwater Management (Chart #2) and the Drainage Review, Core Requirements, and Supplemental Requirements to determine the general storm drainage requirements for the proposed project.

General Stormwater Improvements:

7. Storm drainage and erosion control designs shall be to the City of Lacey 2010 Stormwater Design Manual.
8. A Stormwater Pollution Prevention Plan (SWPPP) shall be submitted to and approved by the City prior to beginning construction of the project. Each of the 12 required SWPPP elements as identified in Chapter 1 of the City of Lacey 2010 Stormwater Design Manual shall be addressed and included in the construction SWPPP. If site conditions render SWPPP elements unnecessary, exemptions for each element shall be clearly justified in the narrative of the SWPPP. The Department of Ecology provides a template for preparing the construction SWPPP at <http://www.ecy.wa.gov/programs/wq/stormwater/construction/> The SWPPP shall be submitted to and approved by the City prior to Civil Plan Approval.

Specific Transportation Improvements:

9. Traffic mitigation fees (as determined by a Commercial Traffic Generation Worksheet) may be required and conditions of Lacey Municipal Code 14.21 shall be satisfied.

Other Requirements:

10. All improvements shall satisfy City of Lacey Development Guideline Standards in place at the time of complete application is obtained (as determined by the City of Lacey Community Development Department). (LMC)
11. All Public Works improvements must be designed by an engineer licensed in the State of Washington and submitted to the City of Lacey Public Works Department for review and approval. (DGPWS 3.040)
12. The City of Lacey Coordinate System shall be Washington Coordinate System, NAD 83/91 south zone. Units are expressed in feet. Horizontal and vertical control information can be obtained from the Lacey Public Works Department. (DG&PWS 3.025)
13. All structures associated with this site shall be connected to City of Lacey utilities (DG&PWS 6.010 and 7A.010).

End of Comments

NOTICE OF PUBLIC HEARING

This is to notify you that the City of Lacey Hearings Examiner will conduct a public hearing on November 20, 2013 at 2:30 p.m., at Lacey City Hall, 420 College Street SE, in the Council Chambers, for consideration of the following item(s):

Project# 13-58: Olympia-Lacey Church of God is proposing to place a 3,600 square foot modular structure on the southeast corner of the existing church site. The site is located at 5005 Lacey Blvd SE. Assessor's parcel 55600100000, located in a portion of Section 21, Township 18N, Range 1W, W.M., Lacey, Thurston County, Washington.

If you want to state your opinion of this project, please attend the public hearing. Be prepared to speak briefly to the Hearings Examiner. What you say will then become part of the public record. If you cannot come to the public hearing but wish to comment, please write a letter to: Hearings Examiner, 420 College St. SE, Lacey, WA 98503. Your letter will become part of the public record if we receive it before the hearing.

Information on this project, including a study of possible environmental impacts, is available at City Hall. Or, you may phone the Community Development Department at (360) 491-5642.

If you need special accommodations to participate in this meeting, please call us at (360) 491-5642 by 10:00 a.m. the business day before the hearing.

LACEY COMMUNITY DEVELOPMENT DEPARTMENT

Samra Seymour
420 College St. SE
Lacey, WA 98503

**DID YOUR NEIGHBORS RECEIVE THIS NOTICE?
PLEASE SHARE IT WITH THEM!**



CERTIFICATION OF PUBLIC NOTICE

I, Samra Seymour, for the City of Lacey hereby certify that public notice for the Project# 13-58: Olympia-Lacey Church of God was given as follows:

APPLICATION

Notice of Application Published: August 23, 2013
Notice of Application Posted: August 22, 2013
Posting Locations: SE corner of Lacey Blvd and Ruddell Rd and NW corner of Church St and 14th Ave SE

HEARING

Notice of Public Hearing Published: November 8, 2013
Notice of Public Hearing Posted: November 8, 2013
Posting Locations: SE corner of Lacey Blvd and Ruddell Rd and NW corner of Church St and 14th Ave SE
Notice of Public Hearing Mailed to Mailing List: November 8, 2013

The above is an accurate accounting of the public notice provided for the project.



Samra Seymour

11/8/13

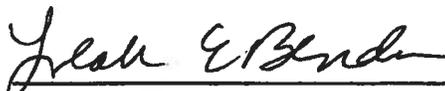
Date

STATE OF WASHINGTON)
) ss.
County of Thurston)

This is to certify that on NOV 8, 2013 before the undersigned Notary Public, personally appeared Samra Seymour Planner for the City of Lacey.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.





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

My Commission Expires: 7-21-14





LACEY CITY COUNCIL MEETING

December 19, 2013

SUBJECT: Public meeting to consider the proposed North Thurston Public Schools' District-Wide Neighborhood School Improvements, Technology & Safety Upgrades Bond Measure.

RECOMMENDATION: Conduct a public meeting at which citizens or groups may speak in favor or in opposition to the North Thurston Public Schools' District-Wide Neighborhood School Improvements, Technology & Safety Upgrades Bond Measure. After taking into account any comments made, determine whether or not to pass a Resolution in support of such bond measure.

STAFF CONTACT: Scott Spence, City Manager 

ORIGINATED BY: North Thurston Citizens Committee for Schools

ATTACHMENTS:

1. Council Policies – Procedures, Section 10.04
2. Resolution in Support of Bond Measure

FISCAL NOTE: None

PRIOR REVIEW: The General Government & Public Safety Committee reviewed the request from North Thurston Citizens Committee for Schools on November 15, 2013, and forwarded to City Council. At its December 5, 2013, meeting, Council scheduled a public comment period for December 19, 2013, in consideration of a Resolution in Support of the proposed Bond Measure placed on the Ballot by North Thurston Public Schools.

BACKGROUND:

The Board of Directors of the North Thurston Public Schools has placed upon the February 11, 2014, ballot a proposition calling for a District-Wide Neighborhood School Improvements, Technology & Safety Upgrades Bond Measure. This proposition calls for the approval of a \$175 million bond proposal that will secure an estimated additional \$50 million in state funding assistance.

The North Thurston Citizens Committee for Schools has asked the City Council to support this proposed bond by the enactment of a Resolution.

State law provides that the City Council may express its support or opposition to a ballot measure after considering comments made at a public meeting scheduled for that purpose. Section 10.04 of the City Council Policies – Procedure Manual provides in part that the Council will consider requests to take official action in support of or in opposition to an issue when the issue in question has a direct economic or substantive impact on the Lacey community and is of importance and interest to a broad cross-section of Lacey residents.

ADVANTAGES:

1. In compliance with RCW 42.17A.555 (formerly codified as RCW 42.17.130) and Council Policies - Procedures, the public will be afforded an equal opportunity for the expression of an opposing view regarding a Council resolution in support of the NTPS District-Wide Neighborhood School Improvements, Technology & Safety Upgrades Bond Measure.

DISADVANTAGES:

1. None

10.04 Requesting Council Resolution on Public Issues

As issues arise, individual citizens or groups request Council to take official action as Lacey's governing body in support of or in opposition to issues of interest to them. This document establishes policies and procedures for addressing when and under what circumstances the City Council will take such official action.

Council will consider requests to take official action in support of or in opposition to specific issues when:

1. The issue in question has direct financial or policy implications for the City as a governmental organization; or
2. The issue in question has a direct economic or substantive impact on the Lacey community and is of importance and interest to a broad cross-section of Lacey residents;
3. The issue in question is one that is appropriately addressed by the City Council as opposed to another governing body such as the county, state, or federal government; or when the issue is one that is more appropriately addressed in the courts or through public election.

Procedure:

1. The individual or group(s) making the request should be Lacey residents. An individual or group making such request should be based in Lacey.
2. It is generally the policy of the City Council that actions requested on issues of a controversial, political, or divisive nature are appropriate to address only where there is an important and vital community interest to be served by doing so.
3. The City's determination regarding requests for official positions on ballot measures will be in accordance with RCW 42.17.130 (*to actually vote upon a motion, proposal, resolution, order, or ordinance, or to support or oppose a ballot proposition so long as (a) any required notice of the meeting includes the title and number of the ballot proposition, and (b) members of the legislative body, members of the board, council, or commission of the special purpose district, or members of the public are afforded an approximately equal opportunity for the expression of an opposing view*).
4. The person (s) making the request must submit a completed *Application Requesting Council Position on Ballot Proposition*, supply a copy of the ballot proposition, and provide supporting documentation, materials, and other pertinent information relative to the action requested of the City Council.
5. Requests must be made at least six weeks prior to the requested Council action date, if any.
6. The correspondence and associated materials will be reviewed by the General Government Committee whose recommendation regarding the request along with all appropriate materials and information will be forwarded to full Council.

7. The individual or group(s) making the request will be notified of the Committee meeting date and time. Where possible and practicable, the Committee will strive to obtain information from the opposing point of view, and where appropriate will also invite certain representatives of said opponents to the Committee meeting.
8. The Committee will first review the request to determine if it meets the policy requirements and guidelines established in this policy.
9. The Committee will then review the request along with pertinent materials and information to determine if this is a matter they wish to recommend to the full City Council for consideration. If so, a report on the matter, along with the recommendation, will be forwarded to the City Council.
10. If the City Council decides that it will act on the recommendation, the Resolution will be prepared by the City Attorney for consideration at a subsequent Council meeting. If the City Council decides that it is appropriate to officially consider the request, the City Clerk will advertise an open public meeting on the matter including the title and number of the ballot proposition.
11. If the Committee determines that it will not recommend official action on the request, the proponents will be so notified, and, a report on the matter will be presented to the Council for their consideration at the next appropriate meeting.

RESOLUTION _____

CITY OF LACEY

A RESOLUTION OF THE COUNCIL OF THE CITY OF LACEY, WASHINGTON, IN SUPPORT OF THE NORTH THURSTON PUBLIC SCHOOL DISTRICT BOND MEASURE

WHEREAS, the North Thurston Public School District (the "District") provides educational services to the children of Lacey from kindergarten through twelfth grade; and

WHEREAS, improvements to school facilities are needed in the District in order to provide the students with adequate, proper and safe educational facilities; and

WHEREAS, the District's Board of Directors adopted Resolution # 872 concerning a proposition to finance improvements to its schools to include building a middle school; upgrading and modernizing five elementary, middle and high schools; repairing deteriorating roofs/structures and enhancing learning environments at several different schools; expanding student access to classroom technology at all schools; and making district wide safety and security improvements; and

WHEREAS, the District's adopted Resolution proposes to finance these improvements by issuing \$175,000,000 of general obligation bonds and levying annual excess property taxes to repay the bonds; and

WHEREAS, this bond measure would cost the owner of a \$200,000 home approximately \$3.67 per month; and

WHEREAS, the Constitution and laws of the State of Washington provide that the question of whether or not such bonds may be issued and sold for such purposes and taxes levied to pay such bonds must be submitted to the qualified electors of the District for their ratification or rejection; and

WHEREAS, the proposition of whether the District shall issue the bonds will be submitted to the qualified electors of the District at a special election to be held on February 11, 2014; and

WHEREAS, the caliber of education provided by the District has a direct bearing on the quality of life of present and future residents, the ability of youth to succeed in other learning venues, the employability of youth, and the economic viability of the City of Lacey, NOW, THEREFORE,

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, strongly supports the North Thurston School District's Board of Directors adopted Resolution #872 concerning a proposition to finance improvements to its neighborhood schools by issuing \$175,000,000 of general obligation bonds and encourages voters to approve this proposition on February 11, 2014.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY WASHINGTON,

this ____ day of _____, 2013.

CITY COUNCIL:

By: _____
Mayor

Attest:

Approved as to form:

City Clerk

City Attorney



LACEY CITY COUNCIL MEETING
December 19, 2013

SUBJECT: ULID 23 - College and Martin Way Sewer

RECOMMENDATION: Review and adopt a Resolution declaring the intention to improve a certain area of land and establishing a hearing date for formation of ULID 23, formed for the purpose of installing a sewer line and allowing for the connection of businesses within the area of College Street and Martin Way.

STAFF CONTACT: Scott Spence, City Manager *SS*
Dave Schneider, Asst. City Attorney *DS*
Scott Egger, Public Works Director *SE*
Tom Palmateer, Management Analyst *TP*

ORIGINATED BY: Public Works Department

ATTACHMENTS: 1. [Proposed Resolution with Exhibits](#)

FISCAL NOTE: The estimated cost of the project is \$720,489 including connection charges and bonding and financing expenses. This will be repaid through the use of the ULID process and assessment liens against each of the properties within the proposed district. However, internal funds will be utilized to pay the cost of the project and be later reimbursed by virtue of the assessment liens. The ULID lien payments will be repaid to the City over a period of time together with an interest rate established by the City Council as part of the Utility Local Improvement District process.

PRIOR REVIEW: The Council addressed this subject at its December 12, 2013, Worksession and recommended proceeding with the implementation of the ULID.

BACKGROUND:

The four parcels located at the southeast corner of College Street and Martin Way were connected to the City of Olympia sewer system according to an "Agreement for Temporary Public Sewerage Service" dated January 11, 1980, and a contract executed on July 24, 1980. The agreement called for the parcels to connect to other sewer facilities should the City of Olympia facilities become overloaded. One year notification of the need to disconnect from Olympia's facilities was required.

The agreement also acknowledges that Lacey will subsequently install sewerage facilities by developer extension, utility local improvement district or some other method and that area charges and connection charges may be levied. The agreement further states that the applicant and other property successors and assigns will not oppose such installation and will connect when they are available.

The City of Olympia notified the parcel owners via certified mail on December 5, 2012, of the need to disconnect from their system within one year because the sewer facilities that were temporarily serving them had reached capacity.

The attached Resolution declares the intention of the City Council to form a ULID and sets a date for a public hearing on January 23, 2014. Prior to the hearing date, official notice of the hearing will be provided to each of the property owners. The notice will include a preliminary estimate of the assessment to be made to each of those properties. After the improvement is made, an additional public hearing will be held to consider the final assessment roll, which will be based upon the actual costs of the project and the administrative charges.

ADVANTAGES:

1. Formation of a ULID will provide the financing and project management needed to connect the properties to the City of Lacey Sewer System.

DISADVANTAGES:

1. The City will need to pay the costs of construction and administration; however, both of these categories of funds will, over time, be repaid with interest by the owners of properties within the district.

RESOLUTION_____

CITY OF LACEY

A RESOLUTION OF THE COUNCIL OF THE CITY OF LACEY, WASHINGTON, DECLARING THE INTENTION OF THE CITY COUNCIL TO IMPROVE A CERTAIN AREA OF LAND BY THE CONSTRUCTION AND INSTALLATION OF SEWER LINE AND ALLOWING FOR THE CONNECTION THERETO BY DOING ALL WORK NECESSARY IN CONNECTION THEREWITH, AND FIXING A TIME, DATE AND PLACE FOR A HEARING ON THIS RESOLUTION OF INTENTION (ULID 23 – COLLEGE AND MARTIN WAY SEWER)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, as follows:

Section 1. It is the intention of the City Council of the City of Lacey, Washington, to order the improvement of that certain area as described and designated on Exhibit "A" attached hereto and incorporated by reference, by the construction and installation of sewer line as set forth in Exhibit "B" attached hereto and incorporated by reference herein.

Such public improvements shall be installed in a manner as will be more fully described in plans therefore prepared and kept on file by the City. Said plans for the improvements shall be subject to such changes as to details not effecting the service to be provided as shall be authorized by the City either prior to or during the actual course of construction.

The City shall acquire by purchase, franchise or condemnation, any property or interest therein and all rights-of-way, franchises, permits and easements which may be found necessary for the construction and installation of said improvements.

It is the intention of the City Council to form a utility local improvement district within the area bounded as set forth in said Exhibit "A."

Section 2. It is the intention of the City Council that the assessments shall be made against the property within the above-described boundaries in accordance with the special

benefits which accrue to said properties by virtue of the planned improvements.

Section 3. The City Manager, through the City staff, is hereby directed to submit to the Council at or prior to the date fixed for the hearing on this Resolution a statement of the estimated cost and expense of such improvements, the portion of such costs to be borne by the property within the proposed improvement district, together with a diagram or print showing thereon the lots, tracts, parcels of land and other property which will be specifically benefited by said improvements, and the estimated amount of the cost and expense thereof to be borne by each lot, tract or parcel of land or other property within the proposed improvement district. The actual assessments may vary from assessment estimates so long as they do not exceed a figure equal to the increased true and fair value the improvement adds to the property.

Section 4. All persons who may desire to object to the formation of such utility local improvement district are hereby notified to appear and present such objections at a meeting of the City Council to be held at Lacey City hall, 420 College Street, S.E. Lacey, Washington, at 7:00 p.m. on January 23, 2014, which time and place are hereby fixed for hearing matters relating to said proposed improvements and all objections thereto, and for determining the method of paying for said improvements.

The City Manager, through the City staff, is hereby directed to prepare and give notice of such hearing in the manner required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY WASHINGTON,
this ____ day of _____, 2013.

CITY COUNCIL:

By: _____
Mayor

Attest:

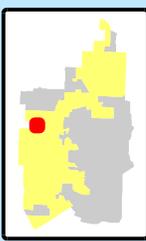
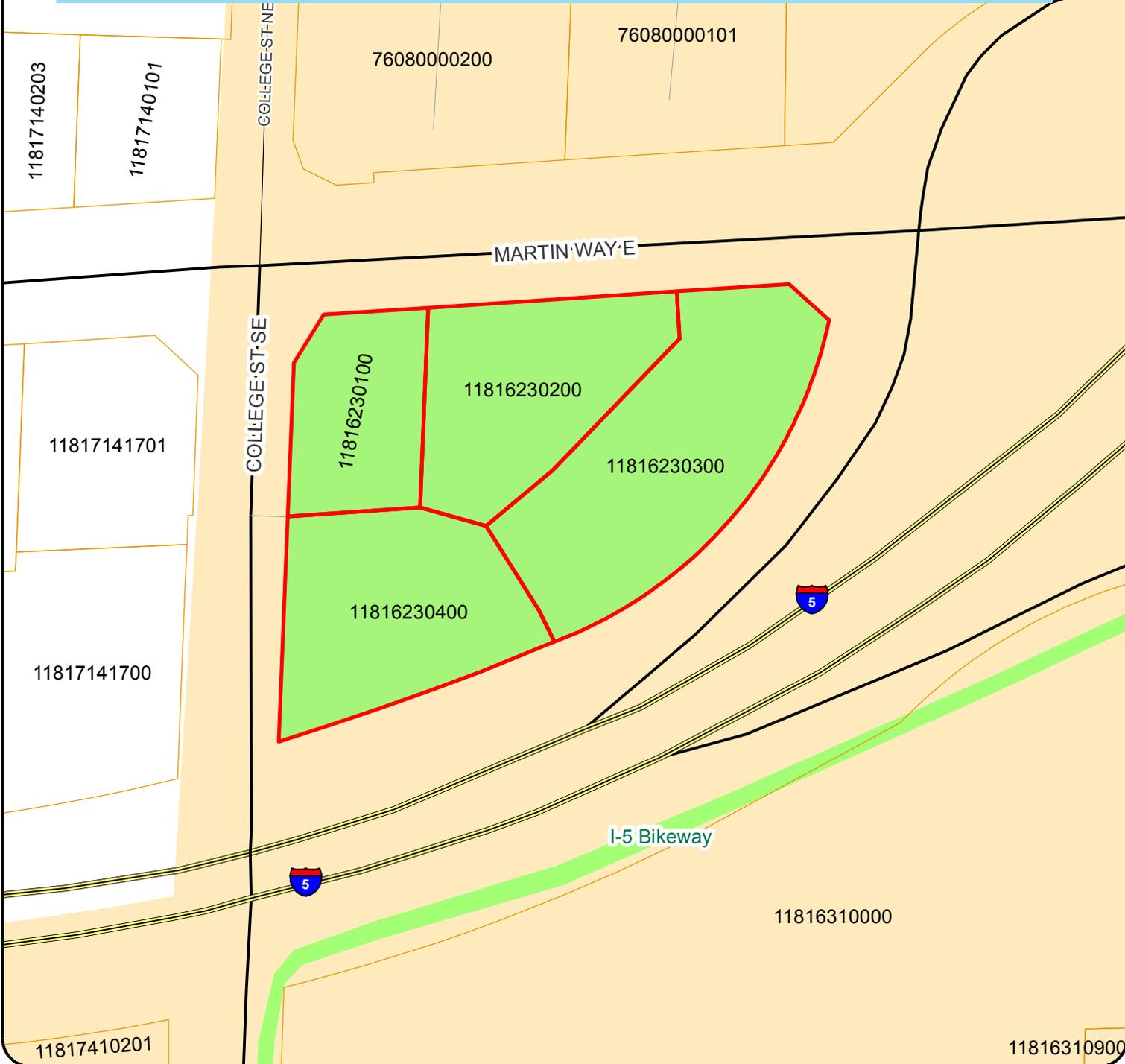
Approved as to form:

City Clerk

City Attorney

ULID #23

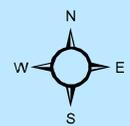
PARCEL_NO	OWNER_NAME	SITUS_STRE	SITUS_CITY
11816230100	CONVENIENCE RETAILERS LLC	102 COLLEGE ST SE	LACEY
11816230200	D&E LACEY 3 LLC	108 COLLEGE ST SE	LACEY
11816230300	WOODS, KIMBERLY J	112 COLLEGE ST SE	LACEY
11816230400	CHANDRA HOLDINGS INC	120 COLLEGE ST SE	LACEY



ULID #23 COLLEGE ST SE & MARTIN WAY

Date: 12/5/2013

1 inch = 150 feet



Path:

DESCRIPTION OF IMPROVEMENTS

Improvements to be installed and carried out within proposed ULID 23 consists of installing an 8" gravity sewer main across Martin Way from the existing City of Olympia lift station to an existing manhole located near Pacific Center Ave NE via an easement, and abandoning the existing lift station to convert the four parcels from City of Olympia sewer to City of Lacey sewer.



LACEY CITY COUNCIL MEETING
December 19, 2013

SUBJECT: **Special Event Permit for Alcoholic Beverage Area Sales and Consumption in Huntamer Park and the Regional Athletic Complex Policies and Procedures**

RECOMMENDATION: **Approve Policy for a two year Trial Period beginning January 1, 2014, and ending on December 31, 2015.**

STAFF CONTACT: Scott Spence, City Manager 
Lori Flemm, Parks and Recreation Department Director 

ORIGINATED BY: Parks and Recreation Department

ATTACHMENTS:

1. Draft Policies and Procedures dated November 6, 2013.
2. Draft Special Event & Alcoholic Beverage Area Application/Permit No. dated November 6, 2013.

FISCAL NOTE: Application fee of \$50, and alcoholic beverage area fee of \$100 per day should cover additional staff costs associated with permit review and approval. Applicant shall reimburse City of Lacey for direct cost of City personnel and use of City owned equipment during the event.

PRIOR REVIEW: Board of Park Commissioners on September 25, October 23, and November 6, 2013, with approval on November 6, 2013. Council Worksession on December 12, 2013.

BACKGROUND:

At its regular meeting held on September 25, 2013, the Board of Parks Commissioners heard a proposal for a two-year trial period where alcoholic beverage sales and consumption would be allowed at two special events held in City of Lacey Parks.

LMC 2.44 gives authority to the Parks Board to make such rules and regulations in regard to the use of the parks and other recreational facilities as shall best serve the interests of the public. Current Park Rules do not allow patrons to “Consume or sell alcohol without prior written approval and all necessary permits and insurance.”

On October 23, 2013, the Board of Park Commissioners met with representatives of the Lacey Chamber of Commerce who sponsor the annual BBQ Festival at Huntamer Park and the Rotary Club of Hawks Prairie who sponsor the annual Mushroom Festival at the Regional Athletic Complex to discuss issues and review a draft policy and permit application related to alcoholic beverage sales. The meeting focused on policy recommendations that would provide standards and limitations for alcoholic beverage sales and consumption at two city park locations. Discussion also focused on the appropriate balance of complimenting an event with this type of activity but ensuring the activity did not detract from the public’s enjoyment, overall, of the park.

On November 6, a revised draft policy and permit application was reviewed and discussed, and approved by the Board of Park Commissioners to be forwarded to the City Council for discussion at the December 12, 2013, Worksession.

ADVANTAGES:

1. An off-site wine tasting event has been held in conjunction with the past two Mushroom Festivals, which has proven to be successful and “problem-free,” yet cumbersome for the sponsor to stage the festival at two distant locations to comply with current Park Rules. The trial period allows the City an opportunity to determine if alcohol sales and consumption are compatible with the vision and atmosphere desired at Lacey community festivals and city parks.
2. The draft policy and permit application are modeled after those used successfully by other cities around the state of Washington.
3. Park Commissioners and City staff will evaluate the 2014 alcoholic beverage areas and make any necessary changes prior to 2015.
4. Allowing alcoholic beverage areas at two different sites allows for comparison and may lead to additional improvements to both areas.

DISADVANTAGES:

1. The trial period is limited to two events. However, this is a new policy consideration for the City of Lacey and limiting the number of proposed events with alcohol sales and consumption is reasonable due to a lack of experience of permitting alcohol sales and consumption within city parks.

CITY OF LACEY
SPECIAL EVENT PERMIT FOR
ALCOHOLIC BEVERAGE AREA SALES AND CONSUMPTION IN
HUNTAMER PARK AND THE REGIONAL ATHLETIC COMPLEX
POLICIES AND PROCEDURES

November 6, 2013

Philosophy Statement

Huntamer Park and the Regional Athletic Complex, hereinafter “Facilities” belong to the citizens of the City of Lacey and are available for citizen and non-resident use and enjoyment. Either the Lacey Chamber of Commerce or the Rotary Club of Hawks Prairie, both of whom being a Non-profit Organization, may sponsor a Special Event held in 2014 and 2015 at either of these two facilities and may submit a special event permit application for alcoholic beverage area sales and consumption provided that the sale and consumption of alcohol is not the main focus, but is complimentary to and integral to the special event.

Facilities will not be made available to any group or organization that promotes discrimination, or has a record of discrimination on the basis of race, creed, color, national origin, gender, marital status, age, sexual orientation, or the presence of any sensory, mental or physical disability. Permission to use the facility does not constitute an endorsement of a group’s philosophies, policies or beliefs.

All use is to be in accordance with the following policy, as well as rules and policies for the site specific facility.

Interpretation of any Policy shall be made by the City Manager, or the City Manager’s designated representative.

Application Procedure

The City will offer a two year trial period beginning January 1, 2014 and ending on December 31, 2015. The City will accept Special Event Permit applications for Alcoholic Beverage Areas at the following two selected annual special events:

- **The BBQ Fest at Huntamer Park, sponsored by the Lacey Chamber of Commerce**
- **The Mushroom Festival at the Regional Athletic Complex, sponsored by the Rotary Club of Hawks Prairie**

The Applicant shall make application on the Special Event and Alcoholic Beverage Area Application form provided by the City of Lacey Parks and Recreation Department. Additional information may be required. Applications are available at the Parks and Recreation Department office in Lacey City Hall (420 College Street SE / phone 360.491.0857), or online at www.ci.lacey.wa.us. Should the sponsoring organization of either event change in 2015, the 2015 sponsor must be a non-profit organization to be eligible to participate in the trial period.

Application for a special event permit for alcoholic beverage area may be made a maximum of fifteen months and no less than ninety (90) days prior to the desired date, and must be made in person by written application. No phone reservations will be accepted.

Use of the Facility, approval of alcoholic beverage area and assessment of fees will be approved in writing by the City of Lacey, upon internal review by the following Departments if applicable to the site specific special event or facility: Community Development, Public Works, Police, Parks and Recreation.

Alcoholic beverage area fee will be \$100 per day. The City of Lacey Parks and Recreation Dept. Scholarship Fund and Summer Lunch/Playground Pals Program Fund shall be the beneficiary of one percent (1%) of gross sales when the applicant disburses proceeds to charitable causes.

A Special Event Permit for Alcoholic Beverage Area Sales and Consumption may be revoked for violation of policies and/or conditions. Permits shall not be assigned or sublet.

Any special event, participating in the two year trial period, held in 2014 at which alcohol is sold or consumed shall be evaluated in writing within 30 days following the event, with said written evaluation submitted to the Parks and Recreation Department for review and comment by the Board of Park Commissioners prior to issuance of a special event permit for alcoholic beverage area sales and consumption for calendar year 2015.

Definitions

Applicant

Person(s) or group(s) requesting use of the Facility shall be referred to in this Policy as “Applicant”.

Athletic Use

Physical activity that is governed by a set of rules or customs and often engaged in competitively.

Commercial Use

A gathering for sale or promotion of goods and services. Any other use shall be defined as “Social”.

Deposit

An amount paid in advance of an event to secure a rental, to insure proper cleanup, and to cover breakage, loss or damage. Permit will not be issued without payment of the deposit.

Equipment Fee

The fee charged to any applicant requiring use of city owned equipment. Fees are charged on a per item basis.

Normal Operating Hours: Parks, Trails, and Streets are generally open for special event use from dawn to dusk. Use of Facilities for special events are subject to normal operating hours, or as approved with issuance of a permit. City facilities are generally closed on the following city observed holidays.

City Holidays: New Years Day, Martin Luther King’s Birthday observed, Presidents’ Day, Memorial Day observed, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

Staff Fee

The fee charged for staffing the facility to accommodate a special event.

General Regulations

Reservations

- A. Use of the facility will be limited to persons or groups who are legally willing and financially capable of accepting responsibility for the special event, and the structure and contents of the facility.
- B. The City reserves the right to require forms, applications and documents as may be necessary to protect the Community's investment in the facility. Events shall be conducted in an orderly manner. The applicants shall be financially responsible for personal injuries or property damages arising from the special event or activities.
- C. A permit application is not confirmed until the applicant receives an approved copy of the permit application signed by an official representative of the City. The applicant shall not advertise its use of the Facility until such authorization is received. Permit application will not be approved without payment of the deposit and provision of insurance.
- D. Unless written approval has been granted, no group using a Facility will be allowed to use the City logo or imply in any way that the City is a sponsor/co-sponsor of the special event /activity.
- E. At the time application is made, applicant assumes responsibility for obtaining all required permits. Failure to obtain permits and insurance coverage forty-five (45) days in advance of the special event date(s) constitutes grounds for forfeiture of deposit. City may restrict the use of facility to include full cancellation without refund.
- F. The applicant organization shall ensure that the operation of the special event venue and Alcoholic Beverage Area complies with the requirements contained within the City Noise Ordinance.

Deposits

Applicants will be required to deposit \$500 per day for the duration of the event to insure proper cleanup and to cover breakage, loss or damage. The applicant shall be required to pay the full cost of breakage, damage or loss (over and above deposited funds) regardless of amount. If damage occurs and is less than the amount of deposit, the balance shall be refunded with a copy of the invoice for damages.

All deposits will be refunded if reservations are not cancelled, proper cleanup is completed and no breakage or damage to the grounds, facility, or equipment occurred. Proper cleanup shall be determined by Lacey Facility staff on duty.

Staff Fee

Applicants desiring to use the facility will be charged for necessary staffing on an hourly basis. The fee charged shall be the standard hourly rate for each staff member required.

The Facility Manager or the Manager's designee shall determine the number of staff members needed.

Fee Payment

The balance of all fees shall be paid at Lacey City Hall a minimum of 45 days prior to the use of the facilities.

Notice of Cancellation

- A. Cancellation by the Applicant: notice given less than 90 days prior to a scheduled use of the special event facility, will result in forfeiture of deposit collected by the City.
- B. Cancellation by the City: notice will be given as far in advance of the scheduled use as possible, and a full refund shall be made of funds collected by the City. In case of inclement weather, the City will only cancel at the discretion of the Facility Manager due to the facility being in an inoperable condition.
- D. The City shall not be responsible for any damages of whatever nature or kind, relative to the cancellation of the event.
- E. When applications are reviewed by the City, if security and insurance requirements are requested of the applicant, causing the applicant to wish to cancel the application, the Facility Manager shall be authorized to allow for complete refund of deposits.

Equipment

City owned equipment necessary for traffic control or event operation shall be charged on an hourly or daily basis.

Facilities

Facilities and equipment shall be left in the same condition as found prior to the activity. Users of the facilities shall observe and comply with all applicable City, County, State, and Federal laws, rules and regulations.

Food

Groups selling food shall meet all Health Code regulations.

Cleanup

Facilities and equipment shall be left in the same condition as found prior to the activity, including restrooms. The cost of any additional cleaning or repairs that require Parks and Recreation Department Personnel will be added to the applicant's invoice and/or deducted from the deposit. All cleaning must be done immediately after the event.

Damage

- A. Users of a Lacey Facility are financially responsible for any damage to property or loss of property. A fee equal to the total replacement cost will be charged.
- B. Payment for damage shall be deducted from the damage deposit refund. If the cost of the damage is more than the deposit, the user will be assessed the additional amount.

Indemnification and Hold Harmless

The Applicant shall defend, indemnify and hold harmless the City of Lacey, its agents, employees, volunteers and officials, while acting within the scope of their duties, from all causes of action, demands and claims, including the cost of their defense, arising in favor of the applicant/organization, the applicant's/organization's employees or third parties on account of personal injuries, bodily injuries, death, or damage to property arising out of the acts or omissions of the applicant/organization, its

employees or representatives, concessionaires of the event or any other person or entity, except for liability caused due to the sole negligence of the City of Lacey.

Liability

The City of Lacey will not accept liability for injury to users, loss of personal property, or damage to property of the group or an individual.

Insurance

- A. The City of Lacey does not maintain insurance that will respond to claims against the applicant arising out of the use of facilities by the applicant, its members, or those attending the event. The City requires the applicant to provide evidence of insurance and name the “City of Lacey” at 420 College St SE, Lacey, WA 98503 as an **additional insured** on the policy. Surplus line policies must be issued and stamped in the State of Washington. Minimum Limits as applicable: \$2,000,000 per occurrence, \$3,000,000 general aggregate Commercial General Liability, Liquor Liability, \$1,000,000 Auto Liability. Coverage must be written on an occurrence form by an “A” rated company licensed to conduct business in the State of Washington. Coverage must include liquor liability – including alcohol sales and serving.
- B. The certificate of insurance must be provided to the City no less than forty-five (45) days prior to the scheduled event.
- C. All limits and coverage may be adjusted to meet exposure as determined by City of Lacey Attorney and/ or Risk Manager. The coverage shall contain a provision that the City shall receive in writing, at least thirty (30) days’ notice of cancellation of the insurance policy.
- D. Special Event Permit will *not* be issued until insurance has been approved.
- E. Personal Property: All personal property placed at the Property by the Applicant shall be at the risk of the Applicant and the City shall not be liable for any loss or damage to the Applicant’s personal property located thereon for any reason whatsoever. The Applicant agrees and understands that the City does not and shall not carry liability, theft or fire insurance on said property to cover the Applicant interest therein.

Security

When, in the opinion of the City of Lacey Police Department activity conditions warrant the presence of one or more off-duty uniformed police officers and/or certified security personnel, the cost of this service shall be borne by the applicant sponsoring the activity.

Smoking

No smoking of any kind is permitted inside the alcoholic beverage area, or within twenty-five (25) feet of building entrances.

Supervision of Events

City of Lacey Parks and Recreation employee(s) may be assigned to be on site at all special events and/or activities, and check for compliance with conditions of permit approval. The City employee(s) shall be responsible for and have complete authority to require changes in activities or cessation of activities. Groups using the facility shall comply with the requirements or instructions provided.

Animals

Only service animals that have been individually trained to do work or perform tasks for the benefit of an individual with a disability (mental or physical) will be allowed inside any Lacey Facility during a special event or within any alcoholic beverage area.

ALCOHOLIC BEVERAGE AREA REGULATIONS

Alcoholic Beverage Area Regulations define expectation and address requests for alcohol use in association with special events being held in City Facilities during the two year trial period. City Ordinance bans the consumption of alcohol without prior approval which is defined as an approved Special Event Permit for Alcoholic Beverage Area Sales and Consumption.

- A. Use and/or sale of alcoholic beverages shall be by written permit only and must be requested at the time the special event application is made. The City reserves the right to place restrictions on the use of alcoholic beverages in accordance with State Law, City Ordinance and City policy.
- B. The sale and consumption of alcoholic beverages at the Alcoholic Beverage Area shall be limited to beer, wine and cider.
- C. No one under the age of 21 will be allowed into the Alcoholic Beverage Area; to neither serve nor consume alcohol; or be in possession of alcohol at the event. It is illegal for anyone under the age of 21 to consume alcoholic beverages in the State of Washington. As the host organization or applicant listed on the Special Event Permit Application, you and/or your organization are legally liable for any consumption and/or possession of alcohol by a minor.
- D. The hours of operation of the Alcoholic Beverage Area shall not be longer than 10:00am to 10:00pm with alcohol service discontinued thirty (30) minutes prior to the end of the event.
- E. The organization must provide access to food service, non-alcoholic beverages, and public restrooms during the hours of operation of the Alcoholic Beverage Area.
- F. Injuries caused to or by any person as a result of alcoholic beverages being served or consumed on the City's property, or arising off the City property or as a result of alcohol being available on City property shall be the sole responsibility of the organization, its sponsor(s) and/or adult representative(s).
- G. All alcoholic beverages must be consumed from a single serving cup or glass no larger than 16 ounces. The server shall pour the alcoholic beverage into the cup or glass and the filled cup or glass is to be given only to the purchaser/patron. Over service of alcohol will not be tolerated.
- H. The applicant shall remove all beverages and beverage containers from the premises immediately following the approved function.
- I. Food and refreshments, including alcoholic beverages, shall only be permitted in certain designated areas as determined by the permit reviewer or City. Consumption of alcoholic beverages must remain within the designated Alcoholic Beverage Area.

- J. The distribution or consumption of alcoholic beverages shall be in compliance with all applicable laws, including regulations of the Washington State Liquor Control Board. Any organizations using the City premises shall be solely responsible for obtaining a Special Occasion Permit from the State of Washington Liquor Control Board and all required training, permits or licenses relating to the distribution and consumption of alcoholic beverages on the premises. The City shall have no responsibility in this regard.

Evidence of required permits, licenses, or insurance must be provided to the City of Lacey at least 45 days prior to the scheduled event.

- K. Each server must be trained in accordance with WSLCB requirements to prevent alcohol service to minors and visibly intoxicated persons, to recognize signs of intoxication, and to prevent violation of state alcohol laws and rules. At a minimum the operator or person in charge (PIC) during hours of operation of the Alcoholic Beverage Area must have a valid Washington State Liquor Control Board issued Mandatory Alcohol Server Training (MAST) permit obtained prior to the event. The PIC must be present in the alcoholic beverage area at all times. Applicant shall not over serve alcohol to patrons.
- L. Servers shall be identified conspicuously (badge, clothing, etc.) as servers.
- M. Servers shall not consume alcohol prior to or while dispensing alcohol.
- N. Groups serving alcohol are asked to arrange for designated drivers or provide alternatives for transportation needs.
- O. The alcoholic beverage area shall not be located near any children's activities. Location is subject to review and approval by the Lacey Police Department.
- P. Event organizers shall use promotional materials to notify the public that alcohol will be sold. The City of Lacey shall NOT be listed as a sponsor of an alcoholic beverage area.

In addition to the previous or following requirements, the City of Lacey reserves the right to place further restrictions on the way in which alcohol is managed at the proposed event.

ALCOHOLIC BEVERAGE AREA SECURITY

- A. Trained security personnel at the entrance(s) shall check identification of all patrons to ensure that minors do not enter the Alcoholic Beverage Area. The Lacey Police Department may require additional security measures for the duration of the event, including the presence of commissioned off-duty police officers and/or private security, or other security requirements. The event organizer is responsible for providing and paying for all training and security measures required by the City and the WSLCB. All false identifications shall be confiscated and provided to law enforcement officers or the Washington State Liquor Control Board (WSLCB).
- B. All security personnel shall wear clothing that conspicuously identifies them as security personnel, such as clothing displaying the words "SECURITY," "EVENT STAFF," or other similar designation in large contrasting letters.

- C. Security personnel shall not fraternize with patrons except as necessary to maintain crowd control and perform security duties. Security personnel shall remain at the premises until at least one half hour after closing.
- D. Each security staff must be trained in accordance with WSLCB enforcement requirements to check IDs, identify fake IDs, recognize the signs of intoxication, prevent alcohol service to minors and visibly intoxicated persons and to prevent violation of state alcohol laws and rules.
- E. Applicant shall utilize a quantity control factor such as wrist bands with three tabs, scrip or chits. Method of quantity control shall be approved by the Lacey Police Department. Over service of alcohol will not be tolerated.

ALCOHOLIC BEVERAGE AREA PHYSICAL STRUCTURE

- A. The Alcoholic Beverage Area must be completely fenced with at least a six foot high chain link fencing or double forty two (42) inch high fencing. When the forty two (42) inch tall fencing is used, the second forty two (42) inch high fence shall be installed around the outside the interior of the fence at least six feet from the interior fence and securely fastened to upright posts. Forty two (42) inch tall fencing may be wood picket, orange safety mesh, or white vinyl mesh material. Fencing shall be reviewed and approved by the Lacey Police Department.
- B. Advertising posters, banners, flags and bunting may be secured to the fences as long as the interior of the Alcoholic Beverage Area is visible.
- C. The City of Lacey Fire Marshal establishes the number of required entrances/exits based on the overall size of the fenced area and will establish maximum occupancy based on the proposed square footage, usage and furnishings within the fenced area. The occupancy capacity of the fenced area shall be clearly posted.
- D. All entrances and exits must be at least four feet wide and free of any obstructions.
- E. Alcoholic Beverage Areas contained within tents shall comply with all applicable building codes and are subject to inspection by the Fire Marshal and Building Department.
- F. Any electrical wiring shall comply with national, state and city electrical codes.
- G. All combustible rubbish shall be stored in non-combustible covered containers.



**SPECIAL EVENT &
ALCOHOLIC BEVERAGE AREA
APPLICATION/PERMIT NO.: ___**

Return to: City of Lacey
Parks and Recreation Department
420 College St SE
Lacey, WA 98503-1238

Phone: (360) 491-0857
Fax: (360) 438-2669
Website: www.ci.lacey.wa.us

This application must be completed, signed and forwarded to the City of Lacey at least ninety (90) days prior to the first day of the event. All events shall meet Fire, Life Safety and Occupancy requirements. Any misrepresentation in this application or deviation from the final agreed upon route and/or method of operation described herein, may result in the immediate revocation of the permit, even during the event. Please type or print information clearly and attach additional sheets as necessary. Application fee of \$50.00 must be submitted with this application and is non-refundable.

EVENT: <input type="checkbox"/> Mushroom Festival, Regional Athletic Complex		<input type="checkbox"/> BBQ Festival, Huntamer Park	
DATE SUBMITTED: _____ (complete shaded area below and submit up to 15 months prior to event to reserve your date).			
Event Name: _____			
Event Date(s): _____		Day(s) of the Week: _____	
Event Location: _____			
Facilities to be used (check): <input type="checkbox"/> Park <input type="checkbox"/> Street <input type="checkbox"/> Sidewalk <input type="checkbox"/> Private Property <input type="checkbox"/> Other _____			
Set-Up Date/Time: _____		Begin: _____ Date: _____ Time: _____ a.m./p.m.	
Take-Down Date/Time: _____		Dismantle: _____ Date: _____ Time: _____ a.m./p.m.	
Alcoholic Beverage Area Date/Time: _____		Date: _____ Time: _____ a.m./p.m. to: _____ a.m./p.m.	
Purpose of Event: _____			
Event Crowd Size: Participants _____		Spectators _____ Volunteers/Personnel _____	
Has the event been produced previously? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, what were the dates of the event? _____			
Any change from your 2014 event? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, note below or list changes on a separate sheet. If no, stop here.			
APPLICANT INFORMATION (Complete remainder of application and submit at least 90 days prior to event.)			
Organization Name: _____			
Mailing Address: _____			
Applicant's Name: _____		Title: _____	
Telephone Number: _____		Home: _____ Work: _____	
		Cellular: _____ Fax: _____	
		Email: _____	
Contact Person: _____			
Telephone Number: _____		Home: _____ Work: _____	
		Cellular: _____ Email: _____	
Emergency Contact: _____			
Telephone Number: _____		Home: _____ Work: _____	
		Cellular: _____ Email: _____	

FEES AND PROCEEDS

Admission Fee: No Yes If yes, how much? _____

Any Vending Sales: No Yes If yes, check all that apply:

Food Beverage T-Shirts/Hats Buttons Balloons Other: (please specify): _____

ENTERTAINMENT AND PROMOTIONS

Sound System: Acoustic Amplified

Describe entertainment: _____

List of entertainers or bands performing at event: _____

Check type of promotion you plan to use to attract participants:

Television Radio Newspaper Flyers Billboards Posters Other (please specify): _____

Do you plan to list the City of Lacey as a Sponsor of this event or Alcoholic Beverage Area? Yes No

Have local neighborhood groups/businesses been advised of your event concept, if applicable? Yes No

If no, what steps will be taken to notify them of your event? _____

List community contacts and phone numbers (for verification) or attach an approval letter.

Name: _____ Phone: _____

Name: _____ Phone: _____

SPECIAL SET-UPS REQUESTED

Check appropriate category below and fill in details or numbers, size and type. Leave blank, if not applicable.

Alcohol: (complete Alcoholic Beverage Area section of Application)	Will alcohol be served or available? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will alcohol be sold? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, by whom? <input type="checkbox"/> Applicant <input type="checkbox"/> Vendor
Amplified Sound: Noise Variance:	Noise Variance required for amplified sound after 10 p.m.	Basis for request and hours of variance:
Animals: <input type="checkbox"/> Yes <input type="checkbox"/> No	How many?	Species:
Booths/Vendors: <input type="checkbox"/> Yes <input type="checkbox"/> No	How many booths? How many vendors?	Where:
Signage: <input type="checkbox"/> Yes <input type="checkbox"/> No	How many?	Size?
Electricity Source: <input type="checkbox"/> Yes <input type="checkbox"/> No	Generators:	How many? Size:
Fireworks/Fire Performance: <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Ground <input type="checkbox"/> Aerial <input type="checkbox"/> N/A	Pyrotechnic Company:
Portable Restrooms: <input type="checkbox"/> Yes <input type="checkbox"/> No	How many?	Handicapped Accessible: <input type="checkbox"/> Yes <input type="checkbox"/> No
Rides: <input type="checkbox"/> Yes <input type="checkbox"/> No	How many?	Type:
Staging/Scaffolding: <input type="checkbox"/> Yes <input type="checkbox"/> No	How many?	Height:
Tents/Canopies: <input type="checkbox"/> Yes <input type="checkbox"/> No	How many?	Size:
Vehicles: <input type="checkbox"/> Yes <input type="checkbox"/> No	How many?	Size and Gross Weight

SOLID WASTE COLLECTION INFORMATION

Have you contacted Waste Management concerning garbage collection? Yes No

Please describe your arrangements: _____

Are you providing recycling containers: Yes No If you are selling food and/or beverage State Law requires that recycling containers be provided.

If Yes, please describe: _____

TRAFFIC CONTROL PLAN

Police officers may be required at signalized intersections. Flaggers may be required at non-signalized intersections. Monitors may be required at driveway entrances and other pedestrian and vehicle access points. *Please attach map/sketch.*

TRAFFIC CONTROL (List monitor, flagger, or police officer)	Location	Duties

SECURITY AND DAMAGE DEPOSIT/BOND INFORMATION

Applicant shall provide a deposit or bond (in the form of an irrevocable letter of credit, certified or cashier's check made payable to the City of Lacey, or cash) to cover the costs of restoration, rehabilitation and cleanup of the area, public safety and police law enforcement coverage, and any other extraneous costs resulting from the special event. The City of Lacey Public Works Department will determine the appropriate amount, but in any event, the minimum amount of deposit or bond will be five hundred dollars (\$500) per day for the duration of the event. Bond costs may increase, depending on the size and scope of the event. The bond must be furnished to the City of Lacey at least forty-five (45) days in advance of the opening date of the event.

All monies received will be deposited within three business days of receipt. A damage assessment will be made immediately following the close of the event. Accounting of charges incurred as a result of the event will be completed by the City within one business day following the close of the event. Any costs accruing to the City will be itemized and deducted from the deposit or bond. A check for the balance remaining will be returned to the applicant, or if necessary, a bill for collection for costs exceeding the bond amount will be issued to the applicant. In the case of an irrevocable letter of credit, accountable charges will be billed within thirty days, and a release issued. Also at this time, an itemized accounting of charges will be sent to the applicant. Applicant may request an estimate of charges for public safety and law enforcement coverage prior to the event.

Cleanup: The Applicant shall be responsible for maintenance of the Property during the event period. The Applicant shall remove all trash and debris accumulated during the event period from the Property and shall return the Property to the City in the same condition as received. If the Property is not returned in the same condition, Applicant agrees to pay actual costs of cleanup.

INSURANCE REQUIREMENTS AND LIABILITY

The City of Lacey does not maintain insurance that will respond to claims against the applicant arising out of the use of facilities by the applicant, its members, or those attending the event. Evidence of insurance must be provided no less than 45 days prior to the event. "City of Lacey" at 420 College St SE, Lacey, WA 98503 must be named as an **additional insured** on the policy. Surplus line policies must be issued and stamped in the State of Washington. Minimum Limits as applicable: \$2,000,000 per occurrence, \$3,000,000 general aggregate Commercial General Liability, Liquor Liability, \$1,000,000 Auto Liability. Coverage must be written on an occurrence form by an "A" rated company licensed to conduct business in the State of Washington. Coverage must include liquor liability – including alcohol sales and serving. All limits and coverage may be adjusted to meet exposure as determined by City Risk Manager. The coverage shall contain a provision that the City shall receive in writing, at least 30 days' notice of cancellation of the insurance policy. Special Event Permit will **not** be issued until insurance has been approved.

Indemnification and Hold Harmless: The Applicant shall defend, indemnify and hold harmless the City of Lacey, its agents, employees, volunteers and officials, while acting within the scope of their duties, from all causes of action, demands and claims, including the cost of their defense, arising in favor of the applicant/organization, the applicant's/organization's employees or third parties on account of personal injuries, bodily injuries, death, or damage to property arising out of the acts or omissions of the applicant/organization, its employees or representatives, concessionaires of the event or any other person or entity, except for liability caused due to the sole negligence of the City of Lacey.

Personal Property: All personal property placed at the Property by the Applicant shall be at the risk of the Applicant and the City shall not be liable for any loss or damage to the Applicant's personal property located thereon for any reason whatsoever. The Applicant agrees and understands that the City does not and shall not carry liability, theft or fire insurance on said property to cover the Applicant interest therein.

Survival of Terms: The hold harmless and indemnifications provided in this Agreement shall survive termination of the event.

Release: The Applicant shall additionally hold harmless and release the City Manager or designee from any claims for damages, including but not limited to economic, consequential or other monetary damages suffered by the Applicant, in the event that the City Manager or designee revokes the Permit or otherwise stops the event due to the Applicant's violations of any conditions of the Permit, applicable laws or City regulations.

ALCOHOLIC BEVERAGE AREA

Alcoholic Beverage to be served and/or Sold: Beer Wine Cider

Hours of Operation, if different than event: _____
(The hours of operation of the Alcoholic Beverage Area may not be longer than 10:00 a.m. – 10:00 p.m.)

Alcoholic Beverage Area Size: _____ Estimated Capacity: _____

Type of Barrier: 6 foot Chain link 42 inch wood picket 42 inch Orange/white Mesh
Type of security and control to be provided: (describe) _____

Who will be serving and dispensing the alcoholic beverage? _____

Describe the training and experience of the servers. _____

Attach verification of completion of Washington State Liquor Control Board Training.

Type of container the alcoholic beverage will be served in? _____

For what charitable or public purpose will the proceeds from the sale be used?

Attach a copy of the Washington State Liquor Control Board Special Occasion Permit

The applicant and/or party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the party/organization indicated.

The applicant agrees to comply with all federal, state and local laws, rules and regulations with respect to the conduct and operations on the premises.

Any misrepresentation in this application or deviation from the final agreed upon method of operation described herein may result in the immediate revocation of the permit.

Applicant's Name (Printed) _____
Date

Applicant's Name (Signed)

(FOR OFFICIAL USE ONLY)

APPROVED BY: _____ Community Development Dept.
_____ Public Works Dept.
_____ Parks & Recreation Dept.
_____ Police Dept.
_____ Public Affairs Dept.
_____ Risk Manager
_____ Legal Dept.
_____ Finance Dept.
_____ Other

PERMIT DENIED FOR THE FOLLOWING REASONS:

RECOMMENDED APPROVAL WITH THE FOLLOWING CONDITIONS:

	FEE	INITIAL	DATE	RECEIPT #
Application Fee:	_____	_____	_____	
Damage Deposit:	_____	_____	_____	
Additional Costs:	_____	_____	_____	
TOTAL PAID:	_____	_____	_____	
TOTAL REFUNDED:	_____	_____	_____	
PROOF OF INSURANCE? YES / NO				
BOND REQUIRED? YES / NO				
Amount: \$		_____		



LACEY CITY COUNCIL MEETING December 19, 2013

SUBJECT: Thurston Community Television (TCTV) 2014-2016
Operating Agreement

RECOMMENDATION: Authorize City Manager to sign the TCTV 2014-2016
Operating Agreement

STAFF CONTACT: Scott Spence, City Manager *SS*
Liz Gotelli, Public Affairs and Human Resources Director *LG*
Steve Kirkman, Public Affairs Manager *SK*

ORIGINATED BY: Public Affairs and Human Resources Department

ATTACHMENTS: Thurston Community Television 2014-2016 Operating Agreement

FISCAL NOTE: Compensation for the first year of the TCTV operating agreement will cost \$93,000. This expenditure is funded within the "Contractual Services" section of the Lacey City Budget.

PRIOR REVIEW: General Government & Public Safety Committee on November 15, 2013

BACKGROUND:

Thurston Community Television (TCTV) is Lacey's "Designated Access Provider." Since 1986, the City of Lacey has contracted with TCTV to manage community access cable television on its behalf. An operating agreement governs the services provided by TCTV and allows for the administration of community access channels 3, 22, 26, and 77 currently available on the Comcast cable system locally. Thurston County and the cities of Olympia and Tumwater have similar agreements with TCTV.

These community access channels are more commonly known as Public, Education, & Government (PEG) channels, providing an outlet to televise Lacey City Council meetings and community events. Additionally, community access cable television provides an

opportunity for interested citizens wanting to air self-produced content on designated PEG channels.

At the end of 2013, Lacey's operating agreement with TCTV will expire. In October 2013, the City of Lacey and TCTV discussed and mutually agreed to an updated set of terms and conditions for a new multi-year operating agreement.

TCTV OPERATING AGREEMENT OVERVIEW:

The TCTV Operating Agreement provides for the management of the community access channels, operation of studio facilities, and procurement of equipment in support of community access channels. Additionally, the agreement outlines direct services received by the City of Lacey, such as direct production support to televise public meetings as well as continued access for Lacey residents to utilize production assets for the purpose of creating content for the Public Access Channel. The operating agreement also requires TCTV to provide financial data, community participation information, and capital purchasing plans on a scheduled basis to ensure accountability of the contractual services.

The following are key provisions of the new TCTV Operating Agreement:

- **DIRECT PRODUCTION:** During the term of the contract, the City of Lacey will receive 700 hours of direct production to create, telecast, and tape public meetings, City sponsored events, special programs, and public service announcements on an annual basis.
- **PEG SUPPORT (Capital Purchases):** Currently, the City of Lacey receives approximately \$36,000 annually in PEG funds through its cable franchise with Comcast Cable of Washington IV (Comcast Cable). Comcast Cable subscribers, who are charged \$0.30 per month, provide the funding. This Agreement grants half of the PEG Funds to TCTV beginning in 2014 and for the duration of this Agreement. TCTV will use these funds in accordance with federal cable legislation to purchase capital equipment that will support PEG Access (i.e., playback equipment, cameras, portable production equipment, etc.). The City will use the remaining half to purchase equipment necessary for the production and broadcast of Government Access Programming.
- **COMPENSATION:** The City of Lacey will pay an amount to TCTV not to exceed \$93,000 for 2014. In subsequent years, this base amount will increase by the Seattle-Tacoma-Bremerton CPI-W, 1982-84=100, Half 1 (index used for inflation).
- **TERM:** The new operating agreement will run from January 1, 2014 through December 31, 2016, with the option for two one-year extensions (2017 and 2018) upon mutual agreement by both parties.

At the General Government & Public Safety Committee meeting on November 15, 2013, the Committee reviewed the TCTV 2014-2016 Operating Agreement, and recommended approval to full Council.

ADVANTAGES:

1. Maintains longstanding relationship with TCTV for the continuation of community access cable television services.
2. Provides 700 hours of direct production support to the City of Lacey that will be used to televise City Council meetings, other public meetings, and community events.

DISADVANTAGES:

1. None foreseen.

THURSTON COMMUNITY TELEVISION OPERATING AGREEMENT

PUBLIC, EDUCATION, AND GOVERNMENT (PEG) TELEVISION PRODUCTION AND STUDIO MAINTENANCE, OPERATION AND ADMINISTRATIVE SERVICES

This agreement is made and entered into this ____ day of _____, 2013 by and between the City of Lacey, a municipal corporation, hereinafter referred to as "City," and Thurston Community Television, a Washington nonprofit corporation, hereinafter referred to as "TCTV."

WHEREAS, the City has a franchise agreement with Comcast of Washington IV, Inc., hereinafter "Comcast," to provide cable television services to residents of the City; and

WHEREAS, the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996 authorize cable franchising authorities to establish franchise requirements for facilities and equipment, and to require channel capacities for public, educational, and governmental use from franchised cable companies and other companies providing similar services; and

WHEREAS, TCTV has been organized to develop and promote the concepts of public, educational and governmental access for existing and future cable television providers, and to establish and operate one or more media access centers to educate and assist individuals and organizations in the use of tools and techniques for the production of local cable television programming; and

WHEREAS, voting membership in TCTV is open to any resident or nonprofit organization in the City, and the membership of TCTV is broadly representative of the social service, cultural, educational, charitable and religious groups in the City; and

WHEREAS, TCTV has established, operated, and maintained an access operation of service to the citizens, nonprofit organizations and government agencies of City during the terms of previous Agreements.

NOW, THEREFORE, in consideration of the mutual undertakings and processes contained herein and the benefits to be realized by each party, and in further consideration of the benefit to the general public to be realized by the performance of this Agreement, the parties agree as follows:

A. RESPONSIBILITIES OF TCTV

1. Services Provided--General: During the term of this Agreement, TCTV shall operate, maintain and administer one or more public, educational and government access channels and four or more public community production facilities.

TCTV shall administer public, educational and government access television channels, as defined in Addendum A: Definitions, and community production facilities for the benefit of area residents, nonprofit organizations, and government and educational

agencies in conformity with the Addendums, Articles of Incorporation, Bylaws and Operating Policies of TCTV attached hereto and incorporated herein by reference.

a. Promotion: TCTV shall use its best efforts to promote and publicize the use of the access channel(s). TCTV shall not discriminate in favor or against any organization, group or individual in promoting channel use.

b. Production Facilities and Equipment: TCTV shall maintain community television production facilities with regular hours of operation for use by qualified users in accordance with the TCTV Operating Policies. These facilities include, but are not limited to, a production studio, editing facilities and corporate offices located within the Lacey-Olympia-Tumwater metro area.

TCTV shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, and the designated responsibilities throughout this Agreement and as detailed in Addendum C: Scope of Services and associated Attachments, attached hereto and made a part hereof.

All content, programming, documents, templates, and deliverables produced as part of this agreement shall become the property of the City and may be used, modified and / or reproduced at the City's discretion.

2. Public Access Programming:

a. Programming: Public Access Programming shall appear on a channel dedicated for this purpose and separate from the other PEG channels. Public Access Programming is presently broadcast on Comcast cable system's channel 22. TCTV shall schedule all access programs on a nondiscriminatory basis and otherwise in accordance with the Operating Policies of TCTV. TCTV shall also endeavor to schedule programming consistently to maximize audience potential by developing a regular program schedule using the scheduling process detailed in Addendum B: Program Scheduling Process for the Public Access Channel.

b. Program Preview: In accordance with the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, neither the City nor TCTV may regulate the content of public access programming unless such programming has been found in accordance with law to be obscene or otherwise unprotected by the Constitution of the United States, or in direct violation of local, state, or federal law. TCTV agrees that, in cooperation with the City, it will:

(1) Require all public access producers or program suppliers to sign a contract with TCTV, prior to airing of a program or series of programs, which reasonably describes the nature of the programming.

(2) Invoke mandatory pre-broadcast review by TCTV of any program by the producer which, as described in the contract, portrays or depicts material considered sensitive for children under the Federal Cable Act of 1992 and Telecommunication Act of 1996.

(3) Provide for mandatory suspension of the program or series of programs if TCTV determines that the producer materially misrepresented the content or nature of the production.

(4) Provide for mandatory suspension pending legal resolution of any program or series of programs if a court order should be issued against the program or series for any reason.

(5) Provide for mandatory suspension of any program or series of programs if the content is obscene or otherwise unprotected by the Constitution of the United States, or is in direct violation of local, state, or federal law.

c. Dissemination of Public Information: TCTV shall, at the request of the City, disseminate information regarding City-sponsored events, public hearings, and public safety information on all channels. TCTV will also cablecast public information programming at the request of the City including, but not limited to, City sponsored activities and public forums.

d. Training: TCTV will schedule production and equipment training workshops on a regular basis. Training will be available to individuals and organizations as described in the TCTV Operating Policies. Training will include an explanation of the producer's responsibility and legal accountability for the content of programming they produce. TCTV will distribute printed information to all trainees that will include, but is not limited to, local statutes regarding the distribution of illegal material. Additionally, TCTV shall, at the City's request, coordinate an informational workshop for municipal employees on the use of video and cable access as a communications tool.

3. Education Access Programing:

a. Programming: Education Access Programming shall appear on a channel dedicated for this purpose that is separate from the other public access channels. Education Access Programming is presently broadcast on Comcast cable system's channel 77. This channel is shared by the City of Lacey, the City of Olympia, and Thurston County.

b. Program Content: Programming from schools must be sanctioned by the district or college administration. Programs will be produced by the various educational institutions and districts or may be imported. Scheduling of programs on the educational access channel rests with TCTV. The Education Access Channel is not open for use by the general public.

Administration and rules for use of the Educational Access Channel are guided by existing federal cable legislation, City's cable franchise with Comcast of Washington IV, Inc., and the Operating Policies of TCTV.

c. Supplemental Content: Programs produced by TCTV may appear on the Education Access Channel to supplement educational access programming. Events that are sponsored by the funding jurisdictions, school activities, public meetings, cultural events, and

parades, but are not included in the contractual production requirements are examples of community service programming. Generally, TCTV will take the initiative in production of these programs.

4. Government Access Programming:

a. Programming: Government Access Programming shall appear on a channel dedicated for this purpose that is separate from the other public access channels. Government Access Programming is presently broadcast on Comcast cable system's channel 3. This channel is shared with the City of Olympia and Thurston County. Addendum D of this Agreement will be used to guide the equitable scheduling and use of channel 3 amongst Thurston County and the cities of Lacey and Olympia. From time to time, but no less than annually, TCTV shall, in cooperation with Thurston County and the cities of Lacey and Olympia, review and modify rules and procedures regarding the equitable scheduling and use of channel 3.

b. Government Access Production Support: The TCTV Executive Director, or other designated staff, will act as the liaison with the funding jurisdictions when TCTV production services are requested. The TCTV Executive Director, or assigned staff, will provide the appropriate technical support required for the development of government access programming. Addendum C – Scope of Services outlines the City's production needs for the duration of this Operating Agreement. The City's Public Affairs Department will be the liaison to TCTV to coordinate production support identified within Addendum C – Scope of Services. Production efforts by Thurston Community Television on behalf of municipal agencies must be scheduled reasonably in advance. TCTV recognizes that on occasion there are production needs that require a short advance notice and timely playback. TCTV will make every effort to accommodate these special circumstances.

TCTV shall allocate 700 staff hours to the City for direct production support each year for the remainder of the term of this Agreement. Unused hours will expire at the end of the fiscal year.

c. Program Content: The City has primary responsibility for coordinating program content. Additionally, the City will work with TCTV to clarify details to ensure high production quality, and serve as an interface between TCTV and event coordinators to ensure minimal interference with the functioning of public meetings, hearings or events. Government access production support by TCTV will be for the primary purpose of creating programs for cablecast on the access channels but may, in addition, be used for training and other public purposes.

5. Channel Designations:

It is recognized that from time to time Comcast of Washington IV, Inc., may realign PEG access channels. When that realignment occurs, the government access channel shall be placed on the lowest channel number available.

Should a new channel be designated beyond the current four channels (i.e., channels 3, 22, 26, & 77), TCTV shall advocate that the new channel be branded for the exclusive use of the City. At its option, the City may waive this right of request for exclusive use of a fifth channel, but retains the right of request for the exclusive use of a succeeding channel in the future.

6. Rules and Procedures:

The policies and procedures in TCTV Operating Policies, charges, and hours of operation may be modified to reflect changes in access operation provided that the City receives written notification forty-five (45) days prior to the effective date of said changes. Said changes require the approval of the funding jurisdictions but shall not be unreasonably denied. If there is no response within forty-five (45) days of notification, the approval shall be deemed granted.

7. Fiscal Responsibility:

TCTV shall maintain fiscal records and accounts and shall annually render to the City a written financial operating statement within ninety (90) days after the end of the fiscal year. TCTV shall also provide the City with summary reports of revenues and expenditures upon request. Such fiscal records and reports shall be retained in a manner consistent with the Budgeting, Accounting, and Reporting System for Counties and Cities and other Local Governments as issued by the State Auditor. Fiscal records provided to the City will also include a copy of the annual TCTV budget for each year of the Agreement. The City shall have the right to monitor and audit the fiscal components of TCTV to ensure actual expenditures are consistent with the terms of the contract.

Additionally, TCTV shall submit invoices at the end of each month totaling 1/12 the total contract amount for each year the Agreement is in effect. Payments are compensation for all for direct services as enumerated in Addendum C: Scope of Services, including 2(a) – (d). Invoices shall also include the number of staff hours (production hours) used for production support for the City, together with the balance of remaining hours for the calendar year. Production hours shall be subtotaled within the following service categories established in Addendum C - Scope of Services: Lacey City Council Meetings; Lacey City Events; Lacey Public Meetings; Lacey Public Services Announcements; and Special Programs.

None of the funds provided under this Agreement shall be used by TCTV for any partisan political activity, or to further the election or defeat of any candidate for public office, or to lobby for or against federal, state or local legislation of any kind whatsoever. This is not intended to restrict programs presenting factual information on topics of general community interest.

8. Access Operations Records and Reports:

a. TCTV shall keep daily program logs containing the program title and playback time of each program. Maintenance records for all production equipment shall be kept for a period of three (3) years. Within 90 days of the close of the fiscal year, TCTV shall provide the City with an annual report, consisting of the total number of members of TCTV, the number of total members that are Lacey residents, the numbers of training attendees and user certifications, hours of equipment and studio use, numbers of first-run and replayed programs by origin, and use of facilities by Lacey residents.

b. TCTV shall keep records of the amounts of all PEG fees received from the City and any other jurisdiction. Such records shall indicate the amount of PEG fees received from each separate jurisdiction.

TCTV shall also keep records for all assets purchased with PEG fees. Such records shall clearly describe the asset purchased and indicate which jurisdiction's PEG fees—or what percentages thereof—were used for each asset purchased.

TCTV shall provide the City with an annual report that includes the amount of PEG fees received from each jurisdiction together with a listing of all assets purchased with PEG fees. Such report shall clearly indicate which jurisdiction's PEG fees – or what percentages thereof – were used for each asset purchased.

In the event this Operating Agreement is not extended or terminates for any reason, the City shall immediately receive the depreciated value of assets purchased by TCTV with PEG fees received from the City together with any unused PEG fees that were received from the City.

9. Liability Insurance:

TCTV shall obtain liability insurance coverage for program content of \$1 million, naming the City as an additional party.

10. Nondiscrimination:

TCTV agrees that in operating the access facilities pursuant to this Agreement, it shall not discriminate in any way against any person, group or organization on the basis of race, color, national origin, sex, religion, age, marital status, veteran status, sexual orientation, political affiliation or disability in violation of the ordinances or resolutions of the City or the laws or Constitutions of the State of Washington or the United States of America. TCTV shall take necessary steps to fully comply with all provisions of the Americans with Disabilities Act including efforts to expand access for those with disabilities; including but not limited to an assessment of closed or open caption devices for the hearing impaired, and greater access to TCTV services and facilities for all those with disabilities.

B. RESPONSIBILITIES OF THE CITY

1. Payment for Direct Services:

The City shall pay to TCTV a flat-rate amount equal to \$93,000 for the 2014 calendar year. For the remaining term, this base amount shall be increased by the Seattle-Tacoma-Bremerton Consumer Price Index (CPI-W, 1982-84=100, Half 1), but in no case by an amount greater than thirty-five percent (35%) of the franchise fees collected by the City from the cable operator(s) in the preceding calendar year. Such payments for direct services as enumerated in Addendum C: Scope of Services 2(a) – (d) shall be made in 12-equal monthly installments within fifteen (15) days after receipt of invoice.

Provided, that, upon giving no less than twelve months notice, the City may reallocate in whole or in part its financial support from any of the public (community) access programming to any

governmental, educational or other public access programming or any combination thereof. Any programming resulting from a funding reallocation under this section may be assigned by the City to TCTV, City personnel or another entity.

2. Capital Equipment Procurement

During the term of this agreement, the City shall disperse an amount equal to fifty (50) percent of all PEG fees collected by the City to TCTV for the purpose of procuring capital equipment in support of PEG Access.

PEG fees shall be dispersed on a quarterly schedule with payments due on February 28, May 31, August 31, and November 30. Payments will be based upon PEG fees collected from subscribers during the three (3) months preceding the month *prior to* the month that payment is due. For example, the May 31 payment would be based upon total PEG fees collected from Comcast of Washington IV, Inc., for January, February, and March.

TCTV may only use PEG Fees for capital expenditures, whether through purchase or lease, related to PEG Access, including but not limited to studio equipment, Council Chambers equipment, portable production equipment, editing, program and playback equipment, Access related facilities or equipment purchases, renovation or construction, local origination, new return feeds and for I-NET purposes. These capital equipment purchases made with PEG fees shall be identified in a "Capital Equipment Plan" approved by the City and the other funding jurisdictions of TCTV.

3. Content and Indemnification:

The City shall have no responsibility for program content on either the public or educational access channels, unless the programming was produced by an agent or employee of the City as part of the City's access programming efforts. TCTV shall indemnify and hold harmless the City from any claims, suits, liability, loss or damage, including attorney fees, caused by or arising out of any public access programming not produced by the City including but not limited to, any claim or legal action for alleged violation or infringement of copyright or other intellectual property right, invasion of privacy, obscenity or defamation, provided further that the City shall inform TCTV in writing within twenty (20) working days of its receipt of notice of the existence of any such claim or action.

TCTV shall have sole discretion and authority for decisions regarding standards for program, quality and scheduling except as provided herein. It shall be TCTV's responsibility to insure compliance with the standards provided by law relating to defamation, privacy or obscenity.

4. Production Guidelines--City Facilities:

The City shall establish written guidelines for access to City-owned facilities by TCTV production crews. A copy of the written guidelines can be obtained from the City's Public Affairs Department upon request.

C. TCTV BOARD APPOINTMENTS

The TCTV Board shall, during the term of this Agreement, include one appointed representative from Thurston County and each of the cities who have entered into funding agreements with TCTV, as designated by their respective elected bodies.

D. TERMS OF AGREEMENT

1. Term:

The term of this Agreement shall be three (3) years and will be in full force and effective from January 1, 2014 through December 31, 2016, with the option for two one-year extensions (2017 and 2018) upon mutual agreement by both parties.

2. Termination:

Either party shall have the right to terminate this agreement by reason of the other party's default. Notice of termination shall be by ninety (90) days written notice by registered or certified mail, return receipt requested. A notice of termination shall specify the basis thereof, including a detailed explanation of any alleged events of default.

- a. At least one of the following shall constitute an event of default of the part of the City:
 - 1) Failure to make any payment to TCTV required by this Agreement when due, or within a thirty (30) day grace period thereafter.
 - 2) Any other material breach of the Agreement.
- b. At least one of the following shall constitute an event of default on the part of TCTV:
 - 1) Any material failure by TCTV to comply with the Operating Policies, or Bylaws of TCTV.
 - 2) Material failure to maintain fiscal records and accounts regarding TCTV operations.
 - 3) Material change to any of the policies and procedures in TCTV Operating Policies without the City's approval.
 - 4) Any other material breach of the Agreement.

Upon receipt of written notice of termination and/or of alleged events of default, the recipient shall have thirty (30) days to cure the default(s) before termination shall become effective. The availability of this remedy shall not bar any action by either party for specific performance of the provisions of the Agreement or any other remedy.

3. Independent Relationship

a. The parties intend that an independent relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; the implementation of services will lie solely with TCTV. No agent, employee, servant or representative of TCTV shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of TCTV are not entitled to any of the benefits the CITY provides to its employees. TCTV will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

b. In the performance of the services herein contemplated, TCTV is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof as outlined in this Agreement.

4. Assignment/Subcontracting

a. TCTV shall not assign any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by TCTV not less than thirty (30) days prior to the date of any proposed assignment.

b. Any technical/professional service subcontract not listed in this Agreement which is to be charged to the CITY under this Agreement, must have express advance approval by the CITY.

5. Arbitration:

In the event that any dispute shall arise to the interpretation of this Agreement, or in the event of a breach of this Agreement and if the parties cannot mutually settle such differences, then the matter shall first be referred to mediation with a mutually selected mediator and, if necessary, to arbitration with an arbitrator mutually selected by the parties.

6. Notices:

Any notice herein provided to be given to the City shall be addressed and delivered to the City of Lacey, 420 College Street SE, Lacey, Washington 98503.

Any notice to be given to TCTV shall be addressed and delivered to TCTV, 440 Yauger Way SW, Suite C, Olympia, WA 98502.

7. Reopener:

Either party may request that this agreement be reopened for renegotiation of all or part of the provisions set forth herein. Additionally, this contract shall be reopened at

the time a request for activation of additional access channels is made for the purpose of discussion and determination of appropriate policies and operating procedures for the new channels. Further, should the Cable Communications Policy Act be further amended by Congress and/or different rules are promulgated by the FCC which affect this Agreement, the Agreement shall be reopened to address those changes.

IN WITNESS THEREOF, the parties have hereunto set their hands the day and year first above written.

TCTV

CITY OF LACEY

By: _____

By: _____

Its _____

Its _____

APPROVED AS TO FORM:

CITY ATTORNEY

ADDENDUM A

Definitions

Capital Equipment Plan: A document produced by TCTV, and approved by the City and other funding jurisdictions that identifies capital purchases made with PEG fees in support of PEG access. The Plan will be produced annually and shall identify purchases made for the current calendar year as well as include a 3-year and 5-year plan for future capital purchases.

Community Service Programming: Programs produced by TCTV may appear on the Education Access Channel to supplement educational access programming. Events that are sponsored by the funding jurisdictions, school activities, public meetings, cultural events, and parades, but are not included in the contractual production requirements are examples of community service programming. Generally, TCTV will take the initiative in production of these programs.

Education Access Channel: A local cable channel dedicated for use by public educational institutions. Programming scheduled on the educational access channel must be by, for, or about a local public educational institution. Programming from schools must be sanctioned by the district or college administration. Programs will be produced by the various educational institutions and districts or may be imported. Programming may include: Distance Learning; After School Enrichment such as homework help with programs for students (i.e., Tech Time); Teacher In-service Training; School-to-work; Community Information such as school menus, policies, calendar of events, parent information; Telecourses; Satellite delivered services such as the NASA Channel, The Classic Arts Showcase, policy and informational teleconferences. Scheduling of programs on the educational access channel rests with TCTV. Educational access channels are not open for use by the general public. Administration and rules for use of the public educational access channel are guided by existing federal cable legislation, City's cable franchise with Comcast of Washington IV, Inc., and the Operating Policies of TCTV.

Facilities: Generally meaning to include channels, equipment, buildings administered by TCTV for the purpose of providing access television services to government, educational, and public access program producers or suppliers. Facilities are provided or funded through the individual funding jurisdiction's cable franchise agreements with Comcast of Washington IV, Inc, funding jurisdiction's PEG fees, individual operating agreements between TCTV and the funding jurisdictions, and TCTV's own fundraising efforts and donations from TCTV supporters.

Funding Jurisdictions: The associated designation given to the primary local government funding partners of TCTV that include Thurston County and the cities of Lacey, Olympia, and Tumwater.

Government Access Channel: A local cable channel dedicated for use by local government offices and agencies. Programming on the government access channel must be by, for or about a local government office or agency. Unless otherwise agreed to by City, programming support from TCTV staff will be provided to the City without additional charge. Full production services may be provided by contract with other government agencies such as the LOTT Partnership, the Port of Olympia, Timberland Regional Library, Thurston Conservation District; Thurston Regional Planning Council, Intercity Transit, Animal Services, local fire districts, and other

recognized local governmental agencies. On occasion, programming from state or federal agencies may also be shown on this channel. Program scheduling on the government access channel rests with TCTV but shall generally follow the outline set forth in Addendum D: Program Scheduling Process for the Government Access Channel. Government access channels are not open for use by the general public. Administration and rules for use of the government access channel are guided by existing federal cable legislation, the City's cable franchise with Comcast of Washington IV, Inc., and the Operating Policies of TCTV.

PEG: Term used in reference to local access channels and programming involving three primary elements: Public, Education, and Government.

PEG Fees: Money contributed by Lacey residents subscribing to cable services provided by Comcast of Washington IV, Inc. The City franchise allows PEG fees to be collected at \$0.30 per subscriber, per month in support of local access. Revenue generated by PEG fees may only be applied toward capital expenditures, whether through purchase or lease, related to PEG Access, including but not limited to studio, council chamber equipment, portable production equipment, editing, program playback equipment, Access related facilities or equipment purchases, renovation or construction, local origination, new return feeds and for I-NET purposes.

Production Hours: Term used to describe TCTV's cost of creating programming on behalf of the City. Production hours are calculated by adding the total time of the staff including setup, taping, take down, and editing.

Public Access Channel: A local cable channel used as a public forum and dedicated for non-commercial television programming presented by local residents or non-profit organizations free from editorial control. Responsibility for the content of programs on the public access channel rests with the program producer or local sponsor and must not violate any local, state, or federal law. Administration and rules for use of the public access channel are guided by existing federal cable legislation, the City's cable franchise with Comcast of Washington IV, Inc., and the Operating Policies of TCTV.

ADDENDUM B

Program Scheduling Process for the Public Access Channel

The program scheduling process is governed by Section 5.6, 5.7, & 5.8 of the 2009 Thurston Community Television Operating Policies and Procedures.

Scheduling

The Public Access Channel is available for use by local individuals and nonprofit organizations. It is scheduled in two six-month seasons. The season program schedule on the Public Access channel is dependent on the demand for available time. Producers or program sponsors who supply more than one program or series for a programming season will be asked to rank their programs in the order they wish to have them scheduled. TCTV will then schedule the public access channel schedule based on the rankings provided by the producers. For example, all #1 ranked programs and all single programs submitted will be scheduled first. The remaining channel time will then be scheduled with all #2 ranked programs, then all #3 ranked programs, until all programs have been assigned time in the season schedule.

Local / Imported Programming

Any non-commercial program with a majority of material produced by a TCTV Production Member or a Thurston County resident, whether it was produced through TCTV, a school or other institution, or a private production facility, is considered "local" programming for purposes of scheduling. Non-commercial programming produced by non-residents is considered to be "imported" programming. Only organizations who are current Organizational Members of TCTV may schedule imported programming onto the access channel(s). Local program scheduling has priority over imported programming. Unless a program receives a special waiver, it must be scheduled for cablecast at least two weeks in advance. The program producer or supplier must complete a Programming Contract acknowledging their legal responsibility for program content.

Producers may request specific times for cablecast. TCTV will make every effort to accommodate these requests within the limits of available channel time but will not guarantee that all requests can be honored.

Series Programming

New producers are required to complete at least two programs for cablecast before TCTV will assign them a series time slot. In order to be assigned a regular, series time slot, producers must submit a new episode at least once a month, that has never aired on TCTV channels before. Series programs that are scheduled at the beginning of a programming season will be assigned regular time slots for at least six months. Mid-season additions will be assigned a time slot for the duration of the programming season. In order to make time available for all current and future programs, TCTV reserves the right to make schedule changes at the beginning of each programming season. Series programs must be delivered as scheduled on the programming contract. If a new episode is not received as scheduled, TCTV will air the current program for

one additional week. If a new episode is not received by the end of the one- week grace period, the series time slot may be discontinued and other programming will be scheduled in it.

Single programs will not be scheduled until both the completed program and a Programming Contract have been delivered to the Programming Coordinator.

The number of repeat showings any program receives after its first cablecast will be based on the available channel time and may change as demand for channel time increases. TCTV reserves the right to pre-empt program repeats to facilitate the scheduling of special programming. TCTV will make a good faith effort to notify producers in advance if their program schedule is being changed.

Videotaped programs scheduled to air must be delivered to the TCTV at least 14 days prior to the air date. Programs not delivered in accordance with this schedule may be delayed for playback. TCTV reserves the right to change delivery requirements. Producers of programs that appear LIVE on the channel should record a copy during the production and turn it in the same day as the live telecast.

ADDENDUM C

Scope of Services

1. As the City's Designated Access Provider, TCTV will provide the maintenance and operations as well as the administration of Lacey's Public, Education, and Government Access channels and studio including but not limited to the following services:

- Providing access to the production facilities and equipment for public use at least 40 hours each week.
- Maintaining and upgrading production equipment as needed.
- Offering regularly scheduled media production training workshops for community groups and residents.
- Scheduling and airing programs on all PEG channels.
- Publishing program schedule.
- Operating a community message board for nonprofit groups and government agencies.
- Providing technical production assistance to community groups, and individuals.
- Provide a communication outlet to the greater Thurston County community during times of emergencies and or localized events.

2. Direct services provided by TCTV to the City to include but not limited to the following services:

- (a) **Lacey City Council Meeting:** 260 Hours Annually – Live television broadcasts and tapings of Lacey City Council Meetings. Scheduled for the 2nd and 4th Thursday of each month from January through October, and the 1st and 3rd Thursday of each month from November through December. Estimated staff and production time totals 260 hours (i.e., 26 meetings using two TCTV personnel at five hours of setup, taping, and takedown).
- (b) **Lacey City Events:** 120 Hours Annually – Taping and production of Lacey city events such as Lacey in Tune, Music in the Park, Children's Entertainment Series, Alternative Fuel Fair – Grand Prix Race, Lacey Loves to Read, Jazz Festival, Fire & Ice Basketball Game (Fire vs. Police), Ethnic Celebration, and other special community events as identified by Lacey's Public Affairs Department. Estimated staff and production time totals 120 hours (i.e., 15 events/performances using two TCTV personnel at four hours of setup, taping, takedown, and post production).
- (c) **Lacey Public Meetings:** 160 Hours Annually – Taping and/or live television broadcasts of Lacey public meetings, and community forums as identified by the Lacey Public Affairs Department. Estimated staff and production time totals 160 hours (i.e., 16 meetings using two TCTV personnel at five hours of setup, taping, takedown, and post production).
- (d) **Lacey Public Service Announcements:** 160 Hours Annually – Concept development/preproduction support, storyboarding/script development support, set location shooting, editing, and post production of thirty-second public service

announcements. Estimated total hours 160 (i.e., Five Public Services Announcements using a two hours for concept development, two hours for story boarding, 12 hours for set location shooting, eight hours for editing, and eight hours post production).

- (e) **Special Programs:** Specific Lacey programming that highlights Lacey services to residents and businesses in the community. Special programs may range in length of three to 15 minutes. Lacey's Public Affairs Department will collaborate with TCTV staff to identify overall production hours necessary for the development of special programs. If production hours are not available to complete the program, the City agrees to pay an hourly rate of \$50 for TCTV staff time.

- (f) **Capital Equipment Procurement:** TCTV shall purchase capital equipment in support of local access television with PEG fees allocated by the City in accordance with federal cable legislation, Lacey's cable franchise with Comcast of Washington IV, Inc., and Section A - Responsibilities of TCTV, paragraph 7 incorporated here to by reference. Capital equipment purchases made with PEG fees will be identified in a "Capital Equipment Plan" approved by the City and the funding jurisdictions of TCTV.

NOTE: Production support identified in the Scope of Services – Section 2 are good faith estimates only. Total production hours identified in the service categories identified above are subject to change depending on priorities. As per the Agreement, TCTV shall allocate a total of 700 production hours. Unused hours will expire at the end of each fiscal year. If Lacey's total hours of production exceed five percent of the total annual allocation , the City will pay a production rate of \$50 for TCTV staff time for each hour over five percent.

TCTV shall provide the City with a minimum of one copy in DVD format of all programs produced under Direct Services 2 (a), (b), (c), (d), and (e). Additional copies will be charged at a flat rate of \$5.

ADDENDUM D

Program Scheduling Process for the Government Access Channel

Government Access Programming is presently broadcast on Comcast cable system's channel 3. This channel is shared with the City of Olympia and Thurston County. From time to time, but no less than annually, TCTV shall, in cooperation with the Thurston County and the cities of Lacey and Olympia, review and modify rules and procedures regarding the equitable scheduling and use of channel 3.

The following shall be used to guide the equitable scheduling and use of channel 3.

Time	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Time
12:00 AM								12:00 AM
12:30 AM								12:30 AM
01:00 AM								01:00 AM
01:30 AM								01:30 AM
02:00 AM								02:00 AM
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07:00 AM								07:00 AM
07:30 AM								07:30 AM
08:00 AM								08:00 AM
08:30 AM								08:30 AM
09:00 AM								09:00 AM
09:30 AM								09:30 AM
10:00 AM	Classic Arts	10:00 AM						
10:30 AM								10:30 AM
11:00 AM								11:00 AM
11:30 AM								11:30 AM
12:00 PM								12:00 PM
12:30 PM								12:30 PM
01:00 PM								01:00 PM
01:30 PM								01:30 PM
02:00 PM								02:00 PM
02:30 PM	Lacey					Olympia	Thurston	02:30 PM
03:00 PM								03:00 PM
03:30 PM								03:30 PM
04:00 PM								04:00 PM
04:30 PM								04:30 PM
05:00 PM								05:00 PM
05:30 PM								05:30 PM
06:00 PM								06:00 PM
06:30 PM								06:30 PM
07:00 PM		Oly Mtg	Port Mtg	Lacey Mtg	County Conn.			07:00 PM
07:30 PM					" "			07:30 PM
08:00 PM					County Mtg			08:00 PM
08:30 PM								08:30 PM
09:00 PM								09:00 PM
09:30 PM								09:30 PM
10:00 PM								10:00 PM
10:30 PM								10:30 PM
11:00 PM								11:00 PM
11:30 PM								11:30 PM
Time	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Time



LACEY CITY COUNCIL MEETING
December 19, 2013

SUBJECT: Centennial Station/Amtrak Depot.

RECOMMENDATION: Authorize City Manager to sign the Centennial Station/Amtrak Station Interlocal Agreement for Maintenance and Operations

STAFF CONTACT: Scott Spence, City Manager 

ORIGINATED BY: City Manager Department

ATTACHMENTS: 1. Interlocal Agreement for the Maintenance and Operations of the Centennial Station/Amtrak Depot.

FISCAL NOTE: The City of Lacey will contribute 16% towards the maintenance and operations of the Centennial Station/Amtrak Depot. For 2014, Lacey will contribute \$10,612.

PRIOR REVIEW: The City Council discussed the proposed interlocal agreement at the December 12, 2013, Worksession.

BACKGROUND:

The Centennial Station/Amtrak Depot is the primary train station that serves greater Thurston County for passenger-rail service. It is located at 6600 Yelm Highway—just outside of Lacey's corporate limits. The Centennial Station is unique compared to other train stations served by Amtrak by its dependence on a dedicated core of volunteers to provide services to train passengers boarding and unboarding at the station. Local governments have had to fill the gap for basic operations and maintenance since neither Amtrak nor other revenues generated by passenger-rail service financially support the Centennial Station.

Intercity Transit along with partners Thurston County, Port of Olympia, and the cities of Olympia, Lacey, Tumwater, and Yelm entered into interlocal agreements to provide the necessary revenue to pay for the maintenance of the Centennial Station.

The following local governments contribute to the financial support of the operation and maintenance on a percentage basis. Allocations are as follows:

Thurston County	27%
Intercity Transit	25%
City of Olympia	18%
City of Lacey	16%
City of Tumwater	6%
Port of Olympia	6%
City of Yelm	2%

Next year's budget to support the train station is approximately \$66,325. The duration of the proposed new interlocal agreement for the maintenance and operation of the Centennial Station is from January 1, 2014, through December 31, 2018.

ADVANTAGES:

1. Maintains longstanding agreement with Lacey's regional partners in providing a passenger-rail service resource for residents of Lacey.

DISADVANTAGES:

1. None foreseen.

INTERGOVERNMENTAL AGREEMENT FOR THE
MAINTENANCE OF THE CENTENNIAL STATION/ AMTRAK DEPOT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 2014, by and between THURSTON COUNTY, INTERCITY TRANSIT, the CITY OF LACEY, the CITY OF OLYMPIA, the CITY OF TUMWATER, the PORT OF OLYMPIA and the CITY OF YELM. The cities, the Port and the County are referred to in this Agreement as "the Contributing Parties." References below to "Parties" are to all the parties to this agreement.

WHEREAS, pursuant to Ch 39.34.010 RCW, governmental entities are authorized to make the most efficient use of their powers by cooperating with each other on a basis of mutual advantage for the provision of services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the Parties hereto wish to assist each other in providing maintenance for the Centennial Station/ Amtrak Depot, located at 6600 Yelm Highway, under RCW 39.34.080 by the cost-sharing thereof, for the purpose of mutual advantage and benefit of necessary rail transportation serving each governmental entity;

NOW, THEREFORE, in consideration of the exchanges of the mutual benefits, covenants and agreements recited herein, the Parties hereto agree as follows:

1. GENERAL PURPOSE

The Parties agree that there are ongoing operating and maintenance costs involved in providing basic passenger services and amenities at the Centennial Station/ Amtrak Depot, and that such costs should be shared amongst the Parties.

2. OPERATING AND MAINTENANCE SERVICES

The operating and maintenance services shall consist of providing staff at all times the depot building is open to the public, janitorial and such other maintenance services as are reasonably necessary for the cleanliness and good repair of the facility. Operating and maintenance services shall also include utility fees and right-of-way lease. INTERCITY TRANSIT's responsibilities also include "all risk" property coverage on Depot facilities and liability coverage for bodily injury and property damage arising from INTERCITY TRANSIT's operations of said facility.

3. LEAD PARTY

INTERCITY TRANSIT shall have sole authority and responsibility for the provision of the above operating and maintenance services at the Amtrak Depot Facility, which may be provided by employees, agents, or independent contractors of INTERCITY TRANSIT. INTERCITY TRANSIT will further be responsible for furnishing all equipment necessary for the effective performance of such maintenance services.

4. DURATION OF AGREEMENT

The terms and performance of this Agreement shall become effective the date noted in the introduction of the agreement, and shall end December 31, 2018, unless otherwise terminated as provided for in this Agreement.

5. PAYMENT OF MAINTENANCE COSTS

In order to provide funds for the operation and performance of the services called for in this Agreement, it is agreed as follows:

A. INTERCITY TRANSIT shall maintain a record of its actual costs and expenses in providing the services herein.

B. THURSTON COUNTY will contribute 27% for operating and maintenance costs actually incurred. INTERCITY TRANSIT will contribute 25% for operating and maintenance costs actually incurred. CITY OF OLYMPIA will contribute 18% for operating and maintenance costs actually incurred. CITY OF LACEY will contribute 16% for operating and maintenance costs actually incurred. CITY OF TUMWATER will contribute 6% for operating and maintenance costs actually incurred. The PORT OF OLYMPIA will contribute 6% for operating and maintenance costs actually incurred. CITY OF YELM will contribute 2% for operating and maintenance costs actually incurred.

C. INTERCITY TRANSIT will prepare and submit a quarterly billing statement/invoice to each Contributing Party representing that Party's pro rata share of the costs of the operating and maintenance services provided during the previous calendar quarter.

D. Each Contributing Party shall pay INTERCITY TRANSIT its pro rata share as billed, within approximately 30 days of receipt of the billing statement/invoice.

6. MAINTENANCE AND INSPECTION OF RECORDS

INTERCITY TRANSIT shall keep all records in accordance with generally accepted and required accounting principles, and shall account for the services provided and the revenues received. Any duly authorized representative of any Contributing Party shall have the right to inspect the records of INTERCITY TRANSIT as they relate to the services performed hereunder, upon ten (10) days prior notice to INTERCITY TRANSIT.

7. RELATIONSHIP OF PARTIES

INTERCITY TRANSIT shall have the authority to direct and control the performance of the operating and maintenance services. All employees, agents, appointees or officers used by INTERCITY TRANSIT in performing this Agreement shall be considered employees, agents, appointees or officers of INTERCITY TRANSIT and shall have no claim against any Contributing Party for wages, salaries, reimbursements, benefits or any other form of compensation arising under their performance of maintenance services. This agreement is for the benefit of the Parties, and no third-party beneficiary relationship is intended. No separate legal entity is created by this Agreement. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

8. HOLD HARMLESS

Maintenance services to be performed under this Agreement will be performed at INTERCITY TRANSIT's own risk and INTERCITY TRANSIT expressly agrees to hold each Contributing Party and any of its officers, agents or employees, harmless from any liability or damages resulting from the negligence of INTERCITY TRANSIT in performing this Agreement.

9. ASSETS

Title to all property furnished by INTERCITY TRANSIT in conjunction with INTERCITY TRANSIT's performance hereunder shall remain in the name of INTERCITY TRANSIT.

10. NONDISCRIMINATION

INTERCITY TRANSIT agrees that it will comply with all applicable State and Federal laws, regulations or guidelines relating to nondiscrimination in employment or client services.

11. NONWAIVER OF RIGHTS

The Parties agree that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of any other provision of this Agreement.

12. MODIFICATION

This Agreement may be modified only by the mutual agreement of the Parties hereto, in writing, and executed in the same manner as is this Agreement.

13. DEFAULT

If any of the Parties hereto fails to perform its responsibilities, and after such failure continues to be remiss in its obligations for a period of twenty (20) days upon having received written notice of same, such party shall be in default hereunder. Upon such default, any other Party hereto may exercise any remedies provided by law. If legal action is necessary to enforce the provisions of this Agreement, the prevailing Party or Parties shall receive such sums as the court may determine, including reasonable attorney's fees and such costs as are incurred in maintaining such cause of action.

14. TERMINATION

A. A party's failure to substantially comply with any of the provisions stated herein shall constitute a material breach of this Agreement and cause for the termination thereof. Upon such breach by a party, any other Party may terminate its participation under this Agreement at any time after giving thirty (30) days notice thereof.

B. This Agreement may also be terminated in whole or in part by mutual agreement of the Parties hereto. Any termination by mutual agreement shall be in writing and shall set forth the conditions of termination, including the effective date, or, in the case of termination in part, that portion to be terminated.

C. This Agreement may further be terminated when a party gives written notice to the other Party at least six (6) months prior to its intended effect and withdrawal from this Agreement.

15. NOTICES

Notices to the Parties hereto shall be sufficient if mailed first-class postage prepaid, to the signatories hereto or to a duly appointed designee.

16. JURISDICTION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. Any action in law or in equity initiated for the enforcement of the

provisions of this Agreement, or any provision thereof, shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.

17. SEVERABILITY

It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held by a Thurston County court to be illegal or invalid, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced without such illegal or invalid provision. If it should appear that any part, term, or provision hereof is in conflict with any statutory provision of the laws of the State of Washington, such part, term, or provision in conflict shall be deemed modified to conform with such statutory provision.

18. COMPLETE AGREEMENT

The Parties hereto agree that this Agreement is the complete expression of the terms, conditions, and provisions hereto and any oral representations or understandings that are not incorporated herein are excluded.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

THURSTON COUNTY BOARD OF COMMISSIONERS

Sandra Romero, Chair

Cathy Wolfe, Vice Chair

Karen Valenzuela, Commissioner

Clerk to the Board

Approved as to Form:

Prosecuting Attorney

CITY OF OLYMPIA

Steve Hall
City Manager

Approved as to Form:

City Attorney

CITY OF LACEY

Scott Spence
City Manager

Approved as to Form:

City Attorney

CITY OF TUMWATER

John Doan
City Administrator

Approved as to Form:

City Attorney

PORT OF OLYMPIA

Ed Galligan
Executive Director

CITY OF YELM

Shelly Badger
City Administrator

INTERCITY TRANSIT

Ann Freeman Manzanares
General Manager



LACEY CITY COUNCIL MEETING
December 19, 2013

SUBJECT: Nisqually Jail Service Agreement

RECOMMENDATION: Authorize City Manager to sign Jail Service Agreement with Nisqually Indian Tribe

STAFF CONTACT: Scott Spence, City Manager 
Dave Schneider, Asst. City Attorney 
Dusty Pierpoint, Chief of Police

ORIGINATED BY: Police Department

ATTACHMENTS: [Proposed Service Agreement 2014 - 2016](#)

FISCAL NOTE: Approximately \$753,000 is budgeted for jail services.

PRIOR REVIEW: Reviewed by City Attorney's Office

BACKGROUND:

The City of Lacey has contracted with the Nisqually Indian Tribe for jail services for a Number of years. Throughout this relationship, the Nisqually Jail has been the primary source for prisoner housing of misdemeanor crimes. The Nisqually Indian Tribe has built a new jail facility and plans to begin housing inmates in that facility in early 2014. The City of Lacey currently pays for 16 guaranteed beds and is increasing the guaranteed number of beds to 21 with the new service agreement. The current fee of \$50.00 per day will increase to \$65.00 per day over the term of the agreement in increments of \$5.00 per bed day per year over three years for a total increase of \$15.00 per bed day over the current rate. We are anticipating an increase in services provided by the jail with the opening of the new facility. Despite these increased rates, available jail facilities in Thurston County are limited and the agreement with the Nisqually Tribe is the best solution for housing misdemeanor inmates locally at this time.

ADVANTAGES:

1. Location and cost of facility is reasonable. No other alternative is currently available in Thurston County.

DISADVANTAGES:

1. None foreseen.

NISQUALLY JAIL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of _____, 2013, by and between the Nisqually Indian Reservation, a Federally Recognized Indian Tribe, hereinafter referred to as “Nisqually” and the City of Lacey, hereinafter referred to as “Lacey.” This agreement is for the housing of inmates of Lacey in the Nisqually Detention and Corrections Center hereinafter referred to as “jail” pursuant to Chapters 39.34 and 70.48 RCW.

THE PARTIES HEREBY AGREE as follows:

1. **SERVICE.** Nisqually shall care for prisoners placed in the custody of officers of the Nisqually Jail. The term “prisoner” shall include any person arrested, sentenced by the court or held under authority of any law or ordinance of Lacey; provided, that the Nisqually Police Chief or the Nisqually Corrections Director shall have the right to refuse to accept custody if in his opinion that would result in overcrowding of the jail, or health, safety or security risks.
2. **CARE.** “Care” shall mean room and board. In addition, prisoners housed pursuant to this agreement shall be subject to the same rules and regulations required of other prisoners housed in the Nisqually jail.
3. **DURATION OF CONTRACT.** The term of this agreement shall be for three (3) years. The agreement may be terminated without cause by either party by providing the other party with thirty (30) days written notice. Notice shall be deemed proper when provided to:

Lacey: Scott Spence, Lacey City Manager
 420 College Street SE
 Lacey, WA 98503

Nisqually: Eletta Tiam, Chief Executive Officer
 4820 She-Nah-Num Dr. S.E.
 Olympia, WA 98513
4. **RELEASE.** Prisoners will only be released when they have served their full time (less any good-time credit) unless release is authorized by any other provision of this agreement or is ordered by a court of competent jurisdiction.
5. **GUARANTEED MINIMUM BED SPACE.** Nisqually guarantees that twenty-one (21) beds per day shall be dedicated to Lacey for its prisoners.
6. **GUARANTEE TO PAY FOR MINIMUM BED SPACE.** Lacey agrees to pay to Nisqually One Thousand One Hundred Fifty Five Dollars (\$1,155.00) per day in exchange for Nisqually’s guarantee of twenty-one (21) available beds per day. This rate shall increase in the amount of One Hundred Five Dollars (\$105.00) per day each calendar year beginning in 2015 for the duration of this agreement.

7. **PAYMENT.** In addition to the guarantee to pay for minimum bed space described above, Lacey shall pay to Nisqually the amount of Fifty Five Dollars (\$55.00) per day for each and every prisoner booked into the jail, for care for any and all prisoners above the guaranteed twenty one bed minimum beginning January 1, 2014. A ‘day’ is the twenty-four hour period beginning at 12:00 a.m. and ending at 11:59 p.m. in the Pacific Time Zone. Lacey shall only be charged the booking fee of Twenty Dollars (\$20.00) for prisoners booked on warrants with bail amounts low enough that they are subsequently released on personal recognizance with a new court date and for prisoners who bail out in anything less than two (2) hours of custody time.

Nisqually will submit a monthly invoice to Lacey within Sixty (60) days of the end of each monthly billing period for the guaranteed minimum bed spaces as well as additional prisoners housed pursuant to this agreement. Lacey shall pay such invoices within 30 days of receipt. Interest at the rate of 12% per annum shall be charged on all past due accounts.

The rate shall increase by Five Dollars (\$5.00) per day per prisoner each calendar year beginning January 1, 2015. The daily rate per prisoner will therefore be as follows:

2014	Fifty Five Dollars	(\$55.00)
2015	Sixty Dollars	(\$60.00)
2016	Sixty Five Dollars	(\$65.00)

Without prejudice to any other contract rights available to it, if Lacey does not pay the invoice with Sixty (60) days of receipt of invoice, Nisqually acting through its Police Chief, will not accept prisoners until the delinquent amount is paid in full.

8. **MEDICAL CARE.** Lacey shall be solely responsible for the medical care and medical expenses of prisoners housed pursuant to this agreement, provided that if the prisoner has his or her own medical coverage, Nisqually will coordinate with Lacey so that such insurance may be utilized.

In the event that a prisoner requests non-urgent medical care, Nisqually shall contact Lacey for approval via the Administrative Sergeant or Administrative Commander during normal business hours at 360-459-4333. Nisqually will contact the on-duty patrol supervisor outside of normal business hours via TCOMM at 360-704-2740.

Expressed refusal of Lacey to approve medical care shall relieve Nisqually of liability to Lacey for any injury resulting therefrom. In the event that Nisqually deems a prisoner to be in need of urgent or emergency care, Nisqually shall make the best efforts to contact Lacey, but may take any action it deems necessary to provide the prisoner with the needed care without obtaining prior approval.

To the extent permitted by state law, Lacey shall protect, defend, hold harmless and indemnify Nisqually from and against all claims, suits and actions relating to the medical care of prisoners housed under this agreement which result from the expressed refusal of Lacey to approve such care or for any reason other than injuries and harm resulting from the negligent or intentional acts or omissions of Nisqually or its officers.

9. **TRANSPORTATION.** Lacey shall be solely responsible for furnishing non-medical transportation for prisoners housed pursuant to this agreement.

Lacey may request that Nisqually provide necessary transportation of prisoners requiring non-emergency medical care and the guarding of prisoners while receiving said medical care, and Nisqually shall make best efforts to provide such transportation, subject to staff availability. Lacey shall reimburse Nisqually for costs incurred for transportation. Such costs shall include mileage at the rate of \$1.00 per mile, labor and overhead (.5 x labor). Nisqually will promptly notify the appropriate Lacey contact person if they are unable to provide transportation and/or guard prisoners receiving medical care.

Nisqually shall not transport any prisoner without the express agreement of Lacey unless such transportation is required by a court order or because of a medical emergency.

10. **CUSTODY TRANSFER.** Officers of Lacey placing a prisoner into the custody of Nisqually will be required to remain in the immediate presence of the prisoner at all times until relieved of custody by Nisqually Corrections Staff. Booking out and/or release of Lacey's prisoners shall be the responsibility of Lacey Officers.

11. **CITY ACCESS TO PRISONERS.** All Lacey police officers, attorneys, and investigators directed by the Lacey City Attorney shall have the right to interview the prisoner inside the confines of the Nisqually Jail subject only to necessary security rules. Interview rooms will be made available to Lacey police officers in equal priority with those of any other department, including the Nisqually law enforcement personnel.

12. **RELEASE OF LACEY PRISONERS FROM NISQUALLY.** No Lacey Prisoner confined in the Nisqually Jail shall be removed therefrom except:

- a. When requested by Lacey Police Department in writing;
- b. By Order of the Lacey Municipal Courts in those matters in which they have jurisdiction, or upon Order of the Thurston County District Court or the Thurston County Superior Court in those matters in which said courts have jurisdiction;
- c. For appearance in the court in which a Lacey prisoner is charged;
- d. In compliance with a writ of habeas corpus;
- e. For interviews by the Lacey City Attorney or member of the Lacey Police Department;

- f. If the prisoner has served his sentence or the charge pending against said prisoner has been dismissed or bail or other recognizance has been posted as required by the courts.

13. **INDEMNIFICATION.** Lacey shall protect, defend, save harmless and indemnify Nisqually, its officers, agents and employees, from and against all claims, suits and actions arising from intentional or negligent acts or omissions of Lacey in performance of this agreement.

Nisqually shall protect, defend, save harmless and indemnify the City of Lacey, its officers, agents and employees from and against all claims, suits and actions arising from intentional or negligent acts or omissions of Nisqually in performance of this agreement.

14. **INSURANCE.** Each party shall obtain and maintain occurrence based insurance that provides liability coverage in the minimum liability limits of three Million Dollars (\$3,000,000.00) per occurrence and three Million Dollars (\$3,000,000.00) in the aggregate for its conduct in creating liability exposure related to the confinement of inmates, including general liability, errors and omissions, auto liability and police professional liability. The insurance policy(ies) shall provide coverage for any liability occurrence during the policy period, regardless of when any claim or law suit is filed. Further, Nisqually will name the City, its officers and employees as *Additional Insureds*.

14.1 **CERTIFICATE OF INSURANCE.** Each party to this Agreement agrees to provide the other with evidence of insurance coverage in the form of a certificate from a solvent insurance provider confirming coverage from a solvent insurance pool which is sufficient to address the insurance obligations set forth above. A copy of the certificate shall be provided annually and for the duration of this agreement.

15. **Venue and Choice of Law.**

The Nisqually Indian Tribe is a Sovereign Nation with all immunities attendant thereto **WITH THE FOLLOWING EXCEPTION THAT THE PARTIES TO THIS AGREEMENT HAVE SPECIFICALLY NEGOTIATED:**

The Nisqually Indian Tribe does hereby expressly consent to venue in the courts of the State of Washington for any legal dispute by and between the parties to this agreement and further agrees that any such dispute shall be interpreted pursuant to the laws of the state of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement on this date, the _____ day of _____, 2013.

CITY OF LACEY:

NISQUALLY TRIBE:

Scott Spence, Lacey City Manager

Eletta Tiam, Chief Executive Officer

Attest:

Approved as to legal form only:

David Schneider, Assistant City Attorney

FINANCE & ECONOMIC DEVELOPMENT COMMITTEE
NOVEMBER 25, 2013
12:00 – 12:47 P.M.

COUNCIL PRESENT: Jason Hearn, Andy Ryder

COUNCIL EXCUSED: Virgil Clarkson

STAFF PRESENT: Scott Spence, Troy Woo, Carol Litten, Scott Egger, Dave Schneider
Lori Flemm

COUNCILMEMBER RYDER MOVED TO APPROVE THE AGENDA. DEPUTY MAYOR HEARN SECONDED. MOTION CARRIED.

BUDGET AMENDMENT (REVENUE BOND TRANSACTIONS)

Troy Woo, Finance Director, requested that the Finance and Economic Development Committee review the proposed amendments and recommend full City Council adoption of the amendments to the 2013 adopted budget. This is the last amendment of the year related to revenue bond issuance.

The proposed budget amendments are limited to transactions necessary to close the bond issuance. The transactions include receipt of the proceeds, transfers to the Water and Stormwater Capital Funds, accounting for the bond premiums, payment debt issue costs, and transactions necessary to fund the required debt reserve.

Councilmember Ryder inquired about investing the city's reserves into an interest bearing account. Troy stated that staff is reviewing investment opportunities, noting that the city's investment options are limited by State law.

COUNCILMEMBER RYDER MOVED TO RECOMMEND TO FULL COUNCIL THE ADOPTION OF THE PROPOSED AMENDMENTS TO THE 2013 ADOPTED BUDGET. DEPUTY MAYOR HEARN SECONDED. MOTION CARRIED.

BOND RATINGS

Troy Woo, Finance Director, reported the Standard and Poor's Rating Services assigned its 'AA' long-term rating to Lacey's 2013 water and sewer revenue bonds with a stable outlook. The city closed on the bonds on November 19 in the amount of \$8.7 M for waterworks utilities capital improvement projects at an interest rate of 3.46%.

Scott Spence, City Manager, commented that an 'AA' rating is the highest rating the city of this size can achieve. He recognized staff efforts towards earning this rating.

**COMMUNITY RELATIONS & PUBLIC AFFAIRS COMMITTEE
DECEMBER 2, 2013
11:00 – 11:40 A.M.**

COUNCIL PRESENT: Chair, Lenny Greenstein, Ron Lawson, Cynthia Pratt

STAFF PRESENT: Scott Spence, Liz Gotelli, Troy Woo, Mary Coppin, Carol Litten

COUNCILMEMBER PRATT MOVED TO APPROVE THE AGENDA. COUNCILMEMBER GREENSTEIN SECONDED. MOTION CARRIED.

ANNUAL CHRISTMAS TREE PICKUP

Mary Coppin, PA Community Liaison, briefed the Committee on the annual Christmas tree pickup, scheduled for January 4, 2014. Local area Boy Scout Troops will pick up trees on the curbs in seven sections of the city beginning at 8 a.m. Lemay Disposal has offered to provide dumpsters, and trees will be transported to the City's maintenance facility for chipping.

The Scouts are participating in the annual tree pickup as a service project. Door hangers will be hung as notification that donations are requested. Historically, profits have been split 50/50 between the local troops and the BSA district office. However, this year, the local troops will net 100% of the profit for troop operations. Approximately 15,000 door hangers will be distributed prior to the pickup. Last year, the Scouts collected approximately 700-800 trees at Rainier Vista Community Park.

Staff will provide a final report to full Council in January.

PLASTIC BAG UPDATE

Mary Coppin, PA Community Liaison, provided an update on the public comment process related to the plastic bag ban model ordinance. Mary reported that comment cards were recently mailed out with utility bills, requesting a "vote" on whether the Lacey City Council should approve the model ordinance to ban plastic bags in the City. Mary reported that 34 cards had been received with a 50/50 split in favor and against the ban. It is anticipated that a 10% response rate will be achieved by the end of December.

In addition to the comment cards, an open house was held on November 27 with approximately 35 attending. Twenty-three were identified as Lacey residents. A large contingency, representing the Ecology Club at Panorama City, expressed support of the ban. In addition, 40 emails have been received with 12 Lacey residents voting 50/50 in favor of and against the ban.

Staff had also contacted retail stores to request permission to solicit public comment outside the stores. However, retailers were not open to the suggestion.

Committee members further discussed the pros and cons of an advisory vote, the impact of a bag ban in neighboring jurisdictions on Lacey retailers, election costs to place a proposition on the ballot measure in February 2014, and the timing of moving forward before all comments are received at the end of December.

COUNCILMEMBER PRATT MOVED TO ADD A BRIEFING OF THE PUBLIC COMMENT PROCESS RELATED TO THE PLASTIC BAG BAN MODEL ORDINANCE TO THE WORKSESSION AGENDA ON DECEMBER 12, 2014. COUNCILMEMBER GREENSTEIN SECONDED. COUNCILMEMBERS PRATT AND GREENSTEIN VOTED YES; COUNCILMEMBER LAWSON VOTED NO. MOTION CARRIED.

**LAND USE COMMITTEE
DECEMBER 2, 2013
12:00 -12:45 P.M.**

COUNCIL PRESENT: Cynthia Pratt, Ron Lawson

COUNCIL EXCUSED: Andy Ryder

STAFF PRESENT: Scott Spence, Rick Walk, Liz Gotelli, Troy Woo, Carol Litten

Scott Spence, City Manager, requested an amendment to the agenda to add a report on I-502 Recreational Marijuana.

COUNCILMEMBER LAWSON MOVED TO APPROVE THE AMENDED AGENDA. COUNCILMEMBER PRATT SECONDED. MOTION CARRIED.

COAL EXPORT RESPONSE LETTER

Rick Walk, Community Development Director, reported the City sent a letter to SEPA related to scoping comments on the Millenium Bulk Terminals Longview LLC Coal Export Terminal. The City expressed several concerns related to potentially significant adverse impacts related to the proposals for exporting coal through the Lacey area, and requested that comments be included for analysis in the Draft Environmental Impact Statement. Concerns are related to impacts from coal dust, potential train derailments, and noise and transportation impacts from additional train traffic.

The scoping period closed November 18, 2013. Scoping comments will be reviewed and a Scoping Summary Report will be prepared. Once completed, the co-lead agencies (Cowlitz County, Department of Ecology, and U.S. Army Corps of Engineers) will develop methodologies and identify existing data. Once the data is analyzed, a Draft EIS will be developed and then issued. A public comment period including a public hearing will be held on the Draft EIS before the Final EIS is issued.

By taking the initiative to participate in the Draft EIS process, the City of Lacey will be informed of the process as it moves forward. DOE has published the City's comments on its website.

I-502 RECREATIONAL MARIJUANA UPDATE

Rick Walk, Community Development Director, provided a refresher on new rules regulating recreational marijuana in Washington State, and applications submitted for permitting and licensing in the City of Lacey.

The Washington State Liquor Control Board (WSLCB) began processing applications on November 18 and will close the process on December 19, 2013.

- Security requirements will include background checks, point system for application approval, alarm and surveillance systems, traceability, enclosed outdoor production, and a maximum limit of product on premises.
- Three sub-types of marijuana license will be issued to include Producer, Processor, and Retail Licensees. It is not permitted to hold all three licenses for producer, processor and retailer. A license may be held simultaneously by a producer and processor, but not as a retailer.
- WSLCB has determined that 11 outlets will be allowed in Thurston County with 6 at-large, 2 each in Lacey and Olympia, and 1 in Tumwater.
- The WSLCB will not issue a new marijuana license if the proposed business is within one thousand feet of schools, playgrounds, recreation centers, child care facilities, public parks, public transit center, and library or game arcade.

The current approach includes a business license by WSLCB and allowed zoning as similar related use, such as retail outlets, or growth and processing – similar to food, alcohol and drug development processing allowed in industrial zones.

To date, Rick reported that three applications have been submitted to conduct business in Lacey. Two applications are for production permits in the Meridian Campus Industrial Park and Commerce Place. Production would take place in enclosed buildings ranging in space from 20,000 – 30,000 square feet. The third application is for a retail license in Lacey Crossroads at the intersection of College Street and Yelm Highway.

In response to discussion about medical marijuana, Rick noted I-502 does not address medical marijuana. The state does not currently license or regulate medical marijuana outlets, and I-502 does not change how or where they operate.

The rating is based on S&P's review of the city's waterworks utilities in the following areas:

- ✓ Service area in Thurston County with strong ties to the government sector and stable income levels
- ✓ Diverse customer base with residential growth
- ✓ Water rights forecasted to meet demand for next 20 years
- ✓ Uncomplicated operation of sanitary sewer collection system and stormwater collection system
- ✓ Moderate service rates with revenue-raising flexibility
- ✓ Strong pro forma maximum annual debt service coverage

Offsetting the credit strengths is the Capital Improvements Plan that requires borrowing, and exposure to wholesale rate increases from the LOTT Clean Water Alliance.

The stable outlook reflects S & P's view of the service areas local economy anchored by government employment and the essential nature of waterworks utility services. It is anticipated that the stormwater and wastewater comprehensive plans will be completed.

Standard & Poor's could take a positive rating system if the city adopts multi-year rates schedules aligned with financing plans developed in conjunction with comprehensive plans, and the utility establishes a track record of strong financial performance. S & P could take a negative rating action if significantly more than expected borrowing is required to complete the capital plans, or cash is spent down.