



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, June 21, 2022

7:00 PM

Council Chambers, Online and
Via Phone

Register to Attend Virtually:

https://us02web.zoom.us/webinar/register/WN_IGmjQWLqSUIubF-ts22zvA

1. ROLL CALL
- 1.A ANNOUNCEMENTS
- 1.B APPROVAL OF AGENDA
2. SPECIAL RECOGNITION
3. PUBLIC COMMENT

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

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

Individual comments are limited to two (2) minutes or less. In order to hear as many people as possible during the 30-minutes set aside for Public Communication, the City Council will refrain from commenting on individual remarks until all public comment has been taken. The City Council will allow for additional public comment to be taken at the end of the meeting for those who signed up at the beginning of the meeting and did not get an opportunity to speak during the allotted 30-minutes.

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

- 4.A [22-0608](#) Approval of June 14, 2022 City Council Study Session Meeting Minutes

Attachments: [Minutes](#)

- 4.B [22-0607](#) Approval of June 14, 2022 City Council Meeting Minutes

Attachments: [Minutes](#)

4.C [22-0609](#) Approval of Bills and Payroll Certification

Attachments: [Bills & Payroll](#)

4.D [22-0575](#) Approval of a Resolution Authorizing a Multifamily Housing Tax Agreement Between the City of Olympia and Urban Olympia 9 LLC for The Madrone Apartments

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

4.E [22-0576](#) Approval of a Resolution Authorizing a Multifamily Housing Tax Agreement Between City of Olympia and Urban Olympia 7A LLC for Market Flats

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

4.F [22-0587](#) Approval of a Resolution Authorizing a Lease Agreement with Catholic Community Services for the Quince Street Village Tiny Home Project.

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

4.G [22-0590](#) Approval of a Resolution Authorizing a Funding Agreement with Catholic Community Services for the Quince Street Village Tiny Home Project.

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

4.H [22-0591](#) Approval of a Resolution Authorizing an Interlocal Agreement with the State of Washington Department of Commerce for Infrastructure Improvements and Operating Expenses for a Tiny House Village on Franz Anderson Road

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

4.I [22-0592](#) Approval of a Resolution Authorizing a Latecomer Agreement with Tradewinds Investment Group, LLC for a Sewer Line Installed on Karen Frazier Road

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

4.J [22-0598](#) Approval of a Resolution Finding that Basic Life Support Transport Provided by Private Ambulance Services in Olympia is Inadequate and Approving the Issue of 60-day Notices to Make Improvements to Private Ambulance Services Operating Within Olympia

Attachments: [Resolution](#)

[BLS Transport Analysis](#)

[Presentation](#)

4. SECOND READINGS (Ordinances)

- 4.K [22-0579](#) Approval of an Ordinance Amending Olympia Municipal Code Chapter 13.16 (Storm and Surface Water Management) Establishing a New Source Control Program for Existing Development
Attachments: [Ordinance](#)
- 4.L [22-0580](#) Approval of an Ordinance to Vacate a Portion of East Bay Drive
Attachments: [Ordinance \(First Reading\)](#)
[Ordinance \(Second Reading\)](#)
[Vicinity Map](#)
- 4.M [22-0581](#) Approval of an Ordinance to Vacate a Portion of Rose Street
Attachments: [Ordinance \(First Reading\)](#)
[Ordinance \(Second Reading\)](#)
[Vicinity map](#)
- 4.N [22-0582](#) Approval of an Ordinance to Vacate the Alley South of Union Avenue between Jefferson Street and Adams Street
Attachments: [Ordinance \(First Reading\)](#)
[Ordinance \(Second Reading\)](#)
[Vicinity map](#)

4. FIRST READINGS (Ordinances)

5. PUBLIC HEARING

6. OTHER BUSINESS

- 6.A [22-0621](#) Climate and Equity Frameworks Implementation Briefing
Attachments: [Draft Climate Framework](#)
[Draft Equity Framework](#)
[Presentation](#)
- 6.B [22-0619](#) Regional Fire Authority Planning Governance Briefing
Attachments: [Presentation](#)
- 6.C [22-0604](#) Approval of an Ordinance Relating to Restrictions on the Possession of Weapons in Certain Locations and Amending Section 9.48.012 of the Olympia Municipal Code

Attachments: [Ordinance](#)

7. CONTINUED PUBLIC COMMENT

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

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

9. CITY MANAGER'S REPORT AND REFERRALS

10. ADJOURNMENT

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



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

City Council

Approval of June 14, 2022 City Council Study Session Meeting Minutes

Agenda Date: 6/21/2022
Agenda Item Number: 4.A
File Number:22-0608

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

Title

Approval of June 14, 2022 City Council Study Session Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, June 14, 2022

5:30 PM

Council Chambers/Online & Via
Phone

Study Session

Attend: [https://us02web.zoom.us/j/81419859227?](https://us02web.zoom.us/j/81419859227?pwd=UTZyZmM1WUYzMjVFYWMzNEZIRWxMdz09)

[pwd=UTZyZmM1WUYzMjVFYWMzNEZIRWxMdz09](https://us02web.zoom.us/j/81419859227?pwd=UTZyZmM1WUYzMjVFYWMzNEZIRWxMdz09)

1. ROLL CALL

Present: 6 - Mayor Cheryl Selby, Mayor Pro Tem Clark Gilman, Councilmember Yén Huỳnh, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Dontae Payne

Excused: 1 - Councilmember Jim Cooper

2. BUSINESS ITEM

2.A [22-0583](#) Inspire Olympia Cultural Access Program Implementation

Historic Preservation Officer Marygrace Goddu gave an overview of the proposed steps and milestones regarding the implementation of the Inspire Olympia cultural access program.

Councilmembers asked clarifying questions.

The study session was completed.

3. ADJOURNMENT

The meeting adjourned at 6:22 p.m.



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

City Council

Approval of June 14, 2022 City Council Meeting Minutes

Agenda Date: 6/21/2022
Agenda Item Number: 4.B
File Number:22-0607

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

Title

Approval of June 14, 2022 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, June 14, 2022

7:00 PM

Council Chambers/Online and Via
Phone

Register to Attend Virtually:

https://us02web.zoom.us/webinar/register/WN_onGNwscIRLGsjGp6mGZZBw

1. ROLL CALL

Present: 5 - Mayor Pro Tem Clark Gilman, Councilmember Yén Huỳnh, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Dontae Payne

Excused: 2 - Mayor Cheryl Selby and Councilmember Jim Cooper

1.A ANNOUNCEMENTS - None

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [22-0520](#) Special Recognition - Proclamation Recognizing Juneteenth

Councilmember Payne read a proclamation recognizing Juneteenth. Executive Director and Founder of Women of Color in Leadership Movement Shawna Hawk discussed the significance of Juneteenth. Equity, Inclusion and Belonging Specialist Olivia Salazar de Breaux discussed the Juneteenth event being held on June 19, at Rebecca Howard Park.

Councilmembers shared comments regarding the holiday and event.

The recognition was received.

3. PUBLIC COMMENT

The following people spoke: Robert Vanderpool and Audrey Kiehn.

4. CONSENT CALENDAR

4.A [22-0588](#) Approval of June 7, 2022 City Council Meeting Minutes

The minutes were adopted.

- 4.B** [22-0561](#) Approval of a Resolution Authorizing a Subordination Agreement with Community Youth Services for Subordination of a CDBG Loan

The resolution was adopted.

- 4.C** [22-0578](#) Approval of a Bid Award for the Yauger Park Field Renovations Project

The contract was adopted.

4. SECOND READINGS (Ordinances) - NONE

4. FIRST READINGS (Ordinances)

- 4.D** [22-0579](#) Approval of an Ordinance Amending Olympia Municipal Code Chapter 13.16 (Storm and Surface Water Management) Establishing a New Source Control Program for Existing Development

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

- 4.E** [22-0580](#) Approval of an Ordinance to Vacate a Portion of East Bay Drive

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

- 4.F** [22-0581](#) Approval of an Ordinance to Vacate a Portion of Rose Street

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

- 4.G** [22-0582](#) Approval of an Ordinance to Vacate the Alley South of Union Avenue between Jefferson Street and Adams Street

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

Approval of the Consent Agenda

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

Aye: 5 - Mayor Pro Tem Gilman, Councilmember Huynh, Councilmember Madrone, Councilmember Parshley and Councilmember Payne

Excused: 2 - Mayor Selby and Councilmember Cooper

5. PUBLIC HEARING

- 5.A** [22-0560](#) Public Hearing - Draft Program Year 2022 Community Development Block Grant Annual Action Plan

Program Specialist Anastasia Everett gave a brief summary on the 2022 CDBG action plan.

Mayor Pro Tem Gilman opened the public hearing at 7:33 p.m. A person only identified as Alicia spoke. Mayor Pro Tem Gilman closed the public hearing at 7:35 p.m. He noted the City will continue to accept public comment until July 1, 2022.

The public hearing was held and closed.

6. OTHER BUSINESS - NONE

7. CONTINUED PUBLIC COMMENT - None

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

8.A [22-0594](#) Consider a Referral to Staff Related to Reproductive Rights

Councilmember Parshley discussed her referral related to reproductive rights.

The Council agreed to forward the referral to staff and the Community Livability and Public Safety Committee.

8.B [22-0595](#) Consider a Referral to Staff Related to the Formation of a City Youth Council

Councilmember Huynh discussed her referral related to the creation of a Youth Council.

The Council agreed to use \$30,000 of Council Goal funds for consultant work and forward the referral to staff and the Community Livability and Public Safety Committee.

9. CITY MANAGER'S REPORT AND REFERRALS

City Manager Jay Burney congratulated Officer Pierce for the Officer of the Year award he received.

10. ADJOURNMENT

The meeting adjourned at 8:20 p.m.



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

City Council

Approval of Bills and Payroll Certification

Agenda Date: 6/21/2022
Agenda Item Number: 4.C
File Number:22-0609

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

Title
Approval of Bills and Payroll Certification

CITY OF OLYMPIA

PAYROLL CERTIFICATION FOR PAY PERIOD END: 4/30/2022

NET PAY: (SEMI MONTHLY)	\$	1,723,350.05
FIRE PENSION PAY: (MONTHLY)	\$	28,695.23
MANUAL:	\$	6,238.95
TOTAL NET PAY:	\$	1,758,284.23
Semi-monthly Payroll Check Numbers: <u>93592</u> to <u>93610</u>	\$	17,184.20
Semi-monthly Payroll Direct Deposit:	\$	1,706,165.85
Manual Payroll Check Numbers: <u>93576</u> to <u>93576</u>	\$	983.35
Manual Payroll Check Numbers: <u>93589</u> to <u>93591</u>	\$	5,255.60
Monthly Fire Pension Check Numbers: <u>93571</u> to <u>93575</u>	\$	7,854.95
Monthly Fire Pension Direct Deposit:	\$	20,840.28
TOTAL NET PAY:	\$	1,758,284.23

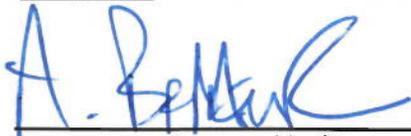

Prepared by:

5/19/2022
Date


Reviewed by:

5/19/2022
Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: 4/30/2022 have been examined and are approved as recommended for payment.


Approved by/Finance Director

5/25/2022
Date

CITY OF OLYMPIA

PAYROLL CERTIFICATION FOR PAY PERIOD END: 5/15/2022

NET PAY: (SEMI MONTHLY)		\$	1,754,187.52
FIRE PENSION PAY: (MONTHLY)			
Direct Deposit pulled back (Haisch)		\$	(7,496.68)
MANUAL:		\$	4,817.13
TOTAL NET PAY:		\$	1,759,004.65
Semi-monthly Payroll Check Numbers: <u>93617</u> to <u>93627</u>		\$	10,882.14
Semi-monthly Payroll Direct Deposit:		\$	1,743,305.38
Manual Payroll Check Numbers: <u>93616</u> to <u>93616</u>		\$	428.54
Manual Payroll Check Numbers: <u>93628</u> to <u>93629</u>		\$	4,388.59
Void Direct Deposit called back (Haisch): _____		\$	(7,496.68)
Monthly Fire Pension Check Numbers: _____ to _____			
Monthly Fire Pension Direct Deposit:			
TOTAL NET PAY:		\$	1,759,004.65

Patricia Brassfield
Prepared by:

6/7/2022
Date

Dust
Reviewed by:

6/7/22
Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: 5/15/2022 have been examined and are approved as recommended for payment.

A. Ballard
Approved by/Finance Director

6/9/2022
Date

CITY OF OLYMPIA

PAYROLL CERTIFICATION FOR PAY PERIOD END: 5/31/2022

NET PAY: (SEMI MONTHLY)		\$	1,809,383.24
FIRE PENSION PAY: (MONTHLY)		\$	28,695.23
MANUAL:		\$	108.40
TOTAL NET PAY:		\$	1,838,186.87
Semi-monthly Payroll			
Check Numbers:	<u>93632</u>	to	<u>93644</u> \$ 19,783.64
Semi-monthly Payroll			
Direct Deposit:			\$ 1,789,599.60
Manual Payroll Check			
Numbers:	<u>93630</u>	to	<u>93630</u> \$ 108.40
Manual Payroll Check			
Numbers:	<u> </u>	to	<u> </u>
Monthly Fire Pension			
Check Numbers:	<u>93611</u>	to	<u>93615</u> \$ 20,840.28
Monthly Fire Pension			
Direct Deposit:			\$ 7,854.95
TOTAL NET PAY:		\$	1,838,186.87

Patricia Brassfield
Prepared by:

6/7/2022
Date

[Signature]
Reviewed by:

6/7/22
Date

The Finance Director of the City of Olympia, Washington, hereby certifies that the Payroll gross earnings, benefits and LEOFF I post-retirement insurance benefits for the pay cycle ending: 5/31/2022 have been examined and are approved as recommended for payment.

[Signature]
Approved by/Finance Director

6/9/2022
Date



City Council

Approval of a Resolution Authorizing a Multifamily Housing Tax Agreement Between the City of Olympia and Urban Olympia 9 LLC for The Madrone Apartments

Agenda Date: 6/21/2022
Agenda Item Number: 4.D
File Number: 22-0575

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

Title

Approval of a Resolution Authorizing a Multifamily Housing Tax Agreement Between the City of Olympia and Urban Olympia 9 LLC for The Madrone Apartments

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing a eight-year Multifamily Tax Exemption with Urban Olympia 9 LLC for The Madrone Apartments and authorize the City Manager to sign the agreement.

Report

Issue:

Whether to approve a Resolution authorizing a eight-Year Multifamily Tax Exemption with Urban Olympia 9 LLC for The Madrone Apartments and authorize the City Manager to sign the agreement.

Staff Contact:

Christa Lenssen, Housing Program Specialist, City Manager's Office, 360.570.3762

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Madrone Apartments at 120 Water Street NW will create 60 new units of multifamily residential housing in the Multifamily Tax Exemption (MFTE) Downtown Residential Target Area. The complete application was received by the City on April 18, 2022. Urban Olympia 9 LLC is seeking an eight-year tax exemption for those 60 new market rate units. The tax exemption applies to all qualifying residential units for eight years.

Background on the Multi-Family Tax Exemption in Olympia

The primary purpose of the eight Year MFTE program is to promote construction of housing in key areas of the City where we would like to incentivize housing development. State law authorizes the City of Olympia to adopt a multifamily housing tax exemption program (RCW 84.14). The program provisions under Olympia Municipal Code under 5.86 were most recently amended in 2009 to create an eight and 12 year program for market rate and affordable housing provisions.

The property tax exemption applies to only the increased value of building housing (new construction). The exemption does not apply to the land or costs associated with any non-housing improvements. The units in this project meet all the requirements to be eligible for a tax exemption, including:

- The housing is located in the Downtown Target Area, which is one of three designated residential target areas adopted by the City Council;
- 50 percent of the space or more is for permanent residential occupancy;
- Four or more new housing units are created;
- The project complies with the City's comprehensive plan, building and zoning codes;
- The construction/rehabilitation will be completed within three years of approval of the application;
- The property was vacant at least 12 months prior to application; and
- No tenant displacement occurred.

Neighborhood/Community Interests (if known):

This project is within the Downtown Neighborhood Association. This project will provide 60 market-rate residential units (16 studios, 28 one-bedroom units, and 16 two-bedroom units). The ground floor will have restaurant and retail space. Onsite parking will be available. The neighborhood has mixed use buildings, other commercial buildings and multifamily residences.

Options:

1. Approve the to a approve a Resolution authorizing a eight-Year Multifamily Tax Exemption with Urban Olympia 9 LLC for The Madrone Apartments and authorize the City Manager to sign the agreement.
2. Do not to a approve a Resolution authorizing a eight-Year Multifamily Tax Exemption with Urban Olympia 9 LLC for The Madrone Apartments or authorize the City Manager to sign the agreement. Provide further direction to staff.
3. Direct staff to take other action.

Financial Impact:

Property taxes will continue to be paid on the underlying property and on non-residential portions of the new construction. The taxed value of the residential improvements will be exempt from Ad Valorem tax for eight years after completion of construction.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING A MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION
AGREEMENT BETWEEN THE CITY OF OLYMPIA AND URBAN OLYMPIA 9 LLC**

WHEREAS, the City of Olympia has an interest in encouraging new construction or rehabilitation of multi-family housing in Residential Target Areas to increase and improve housing opportunities, and to encourage development densities supportive of transit use; and

WHEREAS, pursuant to the authority granted by Chapter 84.14 RCW, the City has designated various Residential Target Areas for the provision of a limited property tax exemption for new multi-family residential housing; and

WHEREAS, the City has, through Olympia Municipal Code (OMC) Chapter 5.86, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption, which certifies to the Thurston County Assessor-Treasurer that the owner is eligible to receive a limited property tax exemption; and

WHEREAS, Urban Olympia 9 LLC, (“Applicant”) seeks a limited property tax exemption for constructing 60 units of new multi-family residential housing in the Downtown Residential Target Area; and

WHEREAS, Applicant has submitted to the City preliminary site plans and floor plans for new multi-family residential housing to be constructed on property situated approximately at 120 Water St NW, Olympia, WA; and

WHEREAS, the Director of the Department of Community Planning and Development has determined that the improvements will, if completed and operated as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; and

WHEREAS, the Olympia Municipal Code requires an applicant for a limited property tax exemption to enter into a contract with the City, in which the applicant agrees to implement the proposed project on terms satisfactory to the Olympia City Council so as to maintain the eligibility of the improvements for the limited property tax exemption;

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

1. The Olympia City Council hereby approves the form of Multi-Family Housing Limited Property Tax Exemption Agreement between the City of Olympia and Urban Olympia 9 LLC and the terms and conditions contained therein.

2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Multi-Family Housing Limited Property Tax Exemption Agreement, and any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

**MULTI-FAMILY HOUSING
LIMITED PROPERTY TAX EXEMPTION AGREEMENT**

THIS AGREEMENT is effective as of the date of the last authorizing signature affixed hereto. The parties (“Parties”) to this Agreement are Urban Olympia 9 LLC, a Washington limited liability company, hereinafter referred to as the “Applicant,” and the City of Olympia, Washington, a municipal corporation, hereinafter referred to as the “City.”

RECITALS

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various Residential Target Areas for the provision of a limited property tax exemption for new multi-family residential housing; and

WHEREAS, the City has, through Olympia Municipal Code Chapter 5.86, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption, which certifies to the Thurston County Assessor-Treasurer that the owner is eligible to receive a limited property tax exemption; and

WHEREAS, the City has an interest in encouraging new construction or rehabilitation of multi-family housing in Residential Target Areas in order to increase and improve housing opportunities, and to encourage development densities supportive of transit use; and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing sixty (60) units of new multi-family residential housing in the Downtown Residential Target Area; and

WHEREAS, the Applicant has submitted to the City preliminary site plans and floor plans for new multi-family residential housing to be constructed on property situated approximately at 120 Water St NW, Olympia, WA and described more specifically as follows:

Assessor’s Parcel #: 78507300100
Legal Description: Parcel A of City of Olympia Boundary Line
Adjustment No. 20-3398-OL as filed December 22,
2020 under Auditor’s File No. 4811053, records of
Thurston County, Washington
Street Address: 120 Water St NW, Olympia, WA

hereinafter referred to as the “Site”; and

WHEREAS, the Director of the Department of Community Planning and Development has determined that the improvements will, if completed and operated as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; and

WHEREAS, the Olympia Municipal Code requires an applicant for a limited property tax exemption to enter into a contract with the City, in which the applicant agrees to implement the proposed project on terms satisfactory to the Olympia City Council so as to maintain the improvements' eligibility for the limited property tax exemption;

NOW, THEREFORE, in exchange for the City's consideration of the applicant's request for a Final Certificate of Tax Exemption, the Applicant and the City mutually agree as follows:

1. The City shall issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
2. The Applicant shall construct on the Site multi-family residential housing substantially as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City approval of this Agreement. In no event shall such construction provide fewer than four new multi-family permanent residential units nor shall it provide fewer than half of its total residential units as permanent housing.
3. The Applicant shall complete construction of the agreed upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension thereof granted by the City.
4. The Applicant shall, upon completion of the improvements and upon issuance by the City of a temporary or permanent Certificate of Occupancy, file with the City's Community Planning and Development Department the following:
 - A. A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - B. A description of the completed work and a statement of qualification for the exemption; and
 - C. A statement that the work was completed within the required three-year period or any authorized extension.
5. Upon the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the applicant's filing of the materials described in Paragraph 4 above, and upon the City's approval of a Final Certificate of Tax Exemption, the City shall file the Final Certificate with the Thurston County Assessor-Treasurer.
6. The Applicant shall, within thirty days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of

eight years, file a notarized declaration with the City's Community Planning and Development Department indicating the following:

- A. An emailed or electronically submitted statement of occupancy and vacancy of the multi-family units during the previous year in Excel spreadsheet format that includes monthly rent by unit and the income of each household at the time of initial occupancy;
 - B. A notarized certification that the property continues to be in compliance with this Agreement and RCW 84.14; and
 - C. A description of any subsequent improvements or changes to the property.
7. If, during the term of any Final Certificate of Tax Exemption, the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Thurston County Assessor-Treasurer and the City's Department of Community Planning and Development within 60 days of such change in use. The City may, in its sole discretion, revoke and cancel the Final Certificate of Tax Exemption effective on the date of the Applicant's conversion of any of the multi-family residential housing units to another use.
 8. Applicant shall notify the City promptly of any transfer of the Applicant's ownership interest in the Site or in the improvements made to the Site under this Agreement.
 9. No rental occupancy is permitted on a transient basis. This includes rental accommodation that is leased/rented for a period of less than one month.
 10. In addition to any other powers reserved to the City by law the City may, in its sole discretion, cancel the Final Certificate of Tax Exemption should the Applicant, or its successors or assigns, fail to comply with any of the terms and conditions of this Agreement.
 11. No modifications of the Agreement shall be made unless mutually agreed upon by the parties in writing.
 12. Any lawsuit related to or arising out of this Agreement must be filed and maintained only in Thurston County Superior Court for the State of Washington.
 13. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict does not affect other terms of this Agreement which can be given effect without the conflicting terms or clause, and to this end, the terms of the Agreement are declared to be severable.

URBAN OLYMPIA 9, LLC
a Washington limited liability company

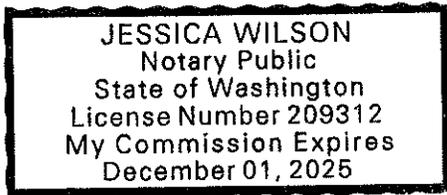
By: UB (Signature) By: _____ (Signature)
Print Name: Walker John Print Name: _____
Title: manager Title: _____
Date: 6/3/2022 Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On this 3rd day of June, 2022, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Walker John

to me known to be the Manager of Urban Olympia 9, a Washington Limited Liability Company, who executed the foregoing instrument and acknowledged the said instrument to be his/her/their free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he/she/they is/are authorized to execute the said instrument on behalf of Urban Olympia 9 LLC.

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



J. Wilson Signature
Print Name: Jessica Wilson
NOTARY PUBLIC in and for the State of Washington, residing at Thurston County
My Commission expires: 12/01/2025



City Council

Approval of a Resolution Authorizing a Multifamily Housing Tax Agreement Between City of Olympia and Urban Olympia 7A LLC for Market Flats

Agenda Date: 6/21/2022
Agenda Item Number: 4.E
File Number:22-0576

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

Title

Approval of a Resolution Authorizing a Multifamily Housing Tax Agreement Between City of Olympia and Urban Olympia 7A LLC for Market Flats

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing an eight-year Multifamily Tax Exemption with Urban Olympia 7A LLC and authorize the City Manager to sign the agreement.

Report

Issue:

Whether to approve a Resolution authorizing an eight-year Multifamily Tax Exemption with Urban Olympia 7A LLC and authorize the City Manager to sign the agreement.

Staff Contact:

Christa Lenssen, Housing Program Specialist, City Manager's Office, 360.570.3762

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Market Flats at 310 Capitol Way North will create 44 new units of multifamily residential housing in the Multifamily Tax Exemption (MFTE) Downtown Residential Target Area. The complete application was received by the City on April 18, 2022. Urban Olympia 7A LLC is seeking an eight-year tax exemption for those 44 new market rate units. The tax exemption applies to all qualifying residential units for 8 years.

[Background on the Multi-Family Tax Exemption in Olympia](#)

The primary purpose of the 8 Year MFTE program is to promote construction of housing in key areas of the city where we would like to incentivize housing development. State law authorizes the City of Olympia to adopt a multi-family housing tax exemption program (RCW 84.14). The program provisions under Olympia Municipal Code under 5.86 were most recently amended in 2009 to create an eight and 12 year program for market rate and affordable housing provisions.

The property tax exemption applies to only the increased value of building housing (new construction). The exemption does not apply to the land or costs associated with any non-housing improvements. The units in this project meet all the requirements to be eligible for a tax exemption, including:

- The housing is located in the Downtown Target Area, which is one of three designated residential target areas adopted by the City Council;
- 50 percent of the space or more is for permanent residential occupancy;
- Four or more new housing units are created;
- The project complies with the City's comprehensive plan, building and zoning codes;
- The construction/rehabilitation will be completed within three years of approval of the application;
- The property was vacant at least 12 months prior to application; and
- No tenant displacement occurred.

Neighborhood/Community Interests (if known):

This project is within the Downtown Neighborhood Association. This project will provide 44 market-rate residential units (20 studios, 12 one-bedroom units, and 12 two-bedroom units). The ground floor will offer commercial space. Onsite parking will be available. The neighborhood has mixed use buildings, other commercial buildings and multifamily residences.

Options:

1. Approve a Resolution authorizing an eight-year Multifamily Tax Exemption with Urban Olympia 7A LLC and authorize the City Manager to sign the agreement.
2. Do not approve a Resolution authorizing an eight-year Multifamily Tax Exemption with Urban Olympia 7A LLC and authorize the City Manager to sign the agreement and provide further direction to staff.
3. Direct staff to take other action.

Financial Impact:

Property taxes will continue to be paid on the underlying property and on non-residential portions of the new construction. The taxed value of the residential improvements will be exempt from Ad Valorem tax for eight years after completion of construction.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING A MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION
AGREEMENT BETWEEN THE CITY OF OLYMPIA AND URBAN OLYMPIA 7A LLC**

WHEREAS, the City of Olympia has an interest in encouraging new construction or rehabilitation of multi-family housing in Residential Target Areas to increase and improve housing opportunities, and to encourage development densities supportive of transit use; and

WHEREAS, pursuant to the authority granted by Chapter 84.14 RCW, the City has designated various Residential Target Areas for the provision of a limited property tax exemption for new multi-family residential housing; and

WHEREAS, the City has, through Olympia Municipal Code (OMC) Chapter 5.86, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption, which certifies to the Thurston County Assessor-Treasurer that the owner is eligible to receive a limited property tax exemption; and

WHEREAS, Urban Olympia 7A LLC, (“Applicant”) seeks a limited property tax exemption for constructing 44 units of new multi-family residential housing in the Downtown Residential Target Area; and

WHEREAS, Applicant has submitted to the City preliminary site plans and floor plans for new multi-family residential housing to be constructed on property situated approximately at 310 Capitol Way North, Olympia, WA; and

WHEREAS, the Director of the Department of Community Planning and Development has determined that the improvements will, if completed and operated as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; and

WHEREAS, the Olympia Municipal Code requires an applicant for a limited property tax exemption to enter into a contract with the City, in which the applicant agrees to implement the proposed project on terms satisfactory to the Olympia City Council so as to maintain the eligibility of the improvements for the limited property tax exemption;

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

1. The Olympia City Council hereby approves the form of Multi-Family Housing Limited Property Tax Exemption Agreement between the City of Olympia and Urban Olympia 7A LLC and the terms and conditions contained therein.

2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Multi-Family Housing Limited Property Tax Exemption Agreement, and any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

**MULTI-FAMILY HOUSING
LIMITED PROPERTY TAX EXEMPTION AGREEMENT**

THIS AGREEMENT is effective as of the date of the last authorizing signature affixed hereto. The parties (“Parties”) to this Agreement are Urban Olympia 7A LLC, a Washington limited liability company, hereinafter referred to as the “Applicant,” and the City of Olympia, Washington, a municipal corporation, hereinafter referred to as the “City.”

RECITALS

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various Residential Target Areas for the provision of a limited property tax exemption for new multi-family residential housing; and

WHEREAS, the City has, through Olympia Municipal Code Chapter 5.86, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption, which certifies to the Thurston County Assessor-Treasurer that the owner is eligible to receive a limited property tax exemption; and

WHEREAS, the City has an interest in encouraging new construction or rehabilitation of multi-family housing in Residential Target Areas in order to increase and improve housing opportunities, and to encourage development densities supportive of transit use; and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing forty-four (44) units of new multi-family residential housing in the Downtown Residential Target Area; and

WHEREAS, the Applicant has submitted to the City preliminary site plans and floor plans for new multi-family residential housing to be constructed on property situated approximately at 310 Capitol Way North, Olympia, WA and described more specifically as follows:

Assessor’s Parcel #: 78501100700
Legal Description: Parcel A of City of Olympia Boundary Line
Adjustment No. 20-0986-OL as filed October 30,
2020 under Auditor’s File No. 4796548,
Records of Thurston County, Washington
Street Address: 310 Capitol Way North, Olympia, WA

hereinafter referred to as the “Site”; and

WHEREAS, the Director of the Department of Community Planning and Development has determined that the improvements will, if completed and operated as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; and

WHEREAS, the Olympia Municipal Code requires an applicant for a limited property tax exemption to enter into a contract with the City, in which the applicant agrees to implement the proposed project on terms satisfactory to the Olympia City Council so as to maintain the improvements' eligibility for the limited property tax exemption;

NOW, THEREFORE, in exchange for the City's consideration of the applicant's request for a Final Certificate of Tax Exemption, the Applicant and the City mutually agree as follows:

1. The City shall issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
2. The Applicant shall construct on the Site multi-family residential housing substantially as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City approval of this Agreement. In no event shall such construction provide fewer than four new multi-family permanent residential units nor shall it provide fewer than half of its total residential units as permanent housing.
3. The Applicant shall complete construction of the agreed upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension thereof granted by the City.
4. The Applicant shall, upon completion of the improvements and upon issuance by the City of a temporary or permanent Certificate of Occupancy, file with the City's Community Planning and Development Department the following:
 - A. A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - B. A description of the completed work and a statement of qualification for the exemption; and
 - C. A statement that the work was completed within the required three-year period or any authorized extension.
5. Upon the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the applicant's filing of the materials described in Paragraph 4 above, and upon the City's approval of a Final Certificate of Tax Exemption, the City shall file the Final Certificate with the Thurston County Assessor-Treasurer.
6. The Applicant shall, within thirty days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of

eight years, file a notarized declaration with the City's Community Planning and Development Department indicating the following:

- A. An emailed or electronically submitted statement of occupancy and vacancy of the multi-family units during the previous year in Excel spreadsheet format that includes monthly rent by unit and the income of each household at the time of initial occupancy;
 - B. A notarized certification that the property continues to be in compliance with this Agreement and RCW 84.14; and
 - C. A description of any subsequent improvements or changes to the property.
7. If, during the term of any Final Certificate of Tax Exemption, the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Thurston County Assessor-Treasurer and the City's Department of Community Planning and Development within 60 days of such change in use. The City may, in its sole discretion, revoke and cancel the Final Certificate of Tax Exemption effective on the date of the Applicant's conversion of any of the multi-family residential housing units to another use.
 8. Applicant shall notify the City promptly of any transfer of the Applicant's ownership interest in the Site or in the improvements made to the Site under this Agreement.
 9. No rental occupancy is permitted on a transient basis. This includes rental accommodation that is leased/rented for a period of less than one month.
 10. In addition to any other powers reserved to the City by law the City may, in its sole discretion, cancel the Final Certificate of Tax Exemption should the Applicant, or its successors or assigns, fail to comply with any of the terms and conditions of this Agreement.
 11. No modifications of the Agreement shall be made unless mutually agreed upon by the parties in writing.
 12. Any lawsuit related to or arising out of this Agreement must be filed and maintained only in Thurston County Superior Court for the State of Washington.
 13. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict does not affect other terms of this Agreement which can be given effect without the conflicting terms or clause, and to this end, the terms of the Agreement are declared to be severable.



City Council

Approval of a Resolution Authorizing a Lease Agreement with Catholic Community Services for the Quince Street Village Tiny Home Project.

Agenda Date: 6/21/2022
Agenda Item Number: 4.F
File Number:22-0587

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

Title

Approval of a Resolution Authorizing a Lease Agreement with Catholic Community Services for the Quince Street Village Tiny Home Project.

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution Authorizing a Lease Agreement with Catholic Community Services for the Quince Street Village Tiny Home Project.

Report

Issue:

Whether to approve a Resolution Authorizing a Lease Agreement with Catholic Community Services for the Quince Street Village Tiny Home Project.

Staff Contact:

Christa Lenssen, Housing Program Specialist, City Manager's Office, 360.570.3762
Darian Lightfoot, Housing Programs Manager, City Manager's Office, 360.753.8033

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

In January 2019, the City of Olympia opened the Mitigation Site at Franklin Street and Olympia Avenue to provide tent sites for individuals experiencing homelessness. The Mitigation Site was established to improve safety and access to services for unsheltered individuals and couples, and to reduce the impact of scattered encampments to downtown residents and businesses.

In April 2020, the City contracted with Catholic Community Services (CCS) to operate and manage

the site. Over time, many site and service improvements have been added, including: construction of tiny home units to replace tents, hygiene units with plumbed restroom facilities, and data entry of participants into Homeless Management Information System (HMIS) to track outcomes.

In October 2021, the City used American Rescue Act funds to purchase the former Quality Inn property located at 1215 Quince Street. Site preparation and infrastructure work is underway. In the short term, the residents of the current Mitigation Site will be relocated to 1215 Quince Street to establish a temporary tiny home village. In the longer term, affordable and/or supportive housing will be constructed at the site.

The City plans to lease the property to CCS. In their role as lessee, CCS will establish program rules for the new site and will perform routine maintenance duties.

Neighborhood/Community Interests (if known):

There is significant public interest in homelessness and the City's homeless response efforts. Three community meetings have been hosted by the City to address community concerns and questions about the Quince Street Village tiny house project. Each meeting drew significant attendance.

Options:

1. Move to approve to approve a Resolution Authorizing a Lease Agreement with Catholic Community Services for the Quince Street Village Tiny Home Project.
2. Modify the lease agreement before moving to approve a Resolution Authorizing a Lease Agreement with Catholic Community Services for the Quince Street Village Tiny Home Project. (This action would impact timing of the planned move and opening of the site).
3. Do not approve a Resolution Authorizing a Lease Agreement with Catholic Community Services for the Quince Street Village Tiny Home Project, directing staff to take other action. (This action would impact timing of the planned move and opening of the site).

Financial Impact:

The City of Olympia will lease the property to Catholic Community Services for an annual cost of One Dollar (\$1) per year based and the public benefit to the homeless individuals sheltered on the property.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF OLYMPIA AND CATHOLIC COMMUNITY SERVICES OF WESTERN WASHINGTON FOR A TINY HOUSE/SHELTER VILLAGE

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

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

WHEREAS, the City owns certain real property commonly located at 1211 Quince Street SE, Olympia, Washington, consisting of approximately 1.41 acres (the Property) that has suitability for use as a tiny house/shelter village; and

WHEREAS, Catholic Community Services of Western Washington (CCS), a Washington public benefit corporation, wishes to lease a portion of the Property from the City for the sole purpose of using it for a tiny house/shelter village to provide temporary shelter and housing for homeless persons in tiny houses/shelters, including a community kitchen, administrative offices, and areas for sanitary shower, toilet, laundry facilities, solid waste collection, and for other related case management services for the temporary residents of the tiny houses/shelters village; and

WHEREAS, the City and CCS have negotiated terms and conditions for CCS's lease of a portion of the Property; and

WHEREAS, the City Council determines it to be in the best interest of the residents of the City of Olympia to lease to Catholic Community Services of Western Washington, a portion of the property commonly located at 1211 Quince Street SE, Olympia, for the sole purpose of using it for a tiny house/shelter village;

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

1. The Olympia City Council hereby approves the form of Lease Agreement between the City and Catholic Community Services of Western Washington to lease to Catholic Community Services a portion of the property commonly located at 1211 Quince Street SE, Olympia, Washington, for a tiny house/shelter village upon the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Lease Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is between the City of Olympia, a municipality organized under the laws of the State of Washington ("Lessor"), and Catholic Community Services of Western Washington, a Washington public benefit corporation, also commonly known as CCS, ("Lessee"), jointly referred to herein as "the Parties" or singularly as a "Party." This Lease shall not be effective until the "Effective Date" (as defined in Paragraph 14.15 below).

RECITALS

Lessor is the owner of certain real property commonly located at 1211 Quince Street SE in Olympia, Thurston County, Washington, consisting of approximately 1.41 acres (61,420 square feet) and legally described on Exhibit "A" attached hereto, and generally shown on a vicinity sketch attached as Exhibit "B" to this Lease, subject to Lessor's exclusion of certain areas from the Lease as depicted on Exhibit "B-1," all of which exhibits are attached hereto and incorporated herein.

Lessee wishes to lease the property from Lessor for the sole purpose of using it for a tiny houses/shelters village to provide temporary shelter and housing for homeless persons in tiny houses. Lessee will maintain on the site a community kitchen, meeting facility, and areas for sanitary shower, toilet, laundry facilities, solid waste collection, and for other related case management services for the temporary residents of the tiny houses/shelters village.

The signatories to this Lease acknowledge that they are authorized to execute this Lease and any associated documents, and to correct scrivener's errors or other errors or omissions that would otherwise be in substantial conformance with this Lease.

The Parties now enter into this Lease to memorialize the terms and conditions under which Lessor will lease the property to Lessee.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. Leased Property. Lessor agrees to lease to Lessee the property located at 1211 Quince Street SE in Olympia, Thurston County, Washington, legally described as shown on Exhibit "A" and generally located as shown on a vicinity sketch attached as Exhibit "B," subject to Lessor's exclusion of certain areas as depicted on Exhibit "B-1" which shall be retained by Lessor for the Indian Creek stream buffer area for flood protection and habitat enhancement, all of which exhibits are attached hereto and by this reference incorporated herein. The Leased Property described in this Paragraph 1 is collectively referred to in this Lease as the "Property."

2. Use and Occupancy. The Parties agree that Lessee shall use the Property herein as a site to provide shelter to homeless persons in tiny houses/shelters, together with associated facilities for a shared kitchen, meeting facility, sanitary facilities (showers, sinks, toilets, and laundry), site management, solid waste, storage, and security, and for no other purpose or use without the express written consent of Lessor.

3. Term. The term of this Lease shall be until June 30, 2023, and may be renewed for an additional term upon mutual written agreement of the Parties, subject to the terms herein and any written modifications or amendments. In the event Lessee ceases to use the Property for the express purpose stated herein, the tenancy shall automatically terminate without further notice and the Lessee shall be required to vacate the Property. Lessor or Lessee may terminate this lease with ninety (90) days' written notice to the other Party, with or without cause.

4. Acceptance of Property As Is. Lessee accepts and acknowledges use of the Property in its "as is" condition.

5. Rent. Lessee shall pay Lessor the sum of ONE DOLLAR AND NO CENTS per year (\$1.00) as rent for the Leased Property. Said rental payment shall be due and payable upon commencement of the Lease.

6. Maintenance and Repairs. Lessee shall be responsible for any and all routine repairs to the Property or structures thereon, including but not limited to appliances, water heater, laundry washer-dryer, electrical, plumbing, roof, carpet, sinks, showers, kitchen appliances and fixtures, interior and exterior paint, flooring or walls, doors or windows, screens, or window coverings, landscaping, rodents or pest control, and mold abatement. Major repairs or replacements, if needed, shall require the Parties to confer on a solution as to which Party shall be responsible for payment of the major repair or replacement. Examples of "major maintenance" outside the routine normal maintenance are (1) moving, relocating, or installing tiny homes, structures, or permanent installed infrastructure; (2) adding new tiny homes, structures, offices, or permanently required infrastructure; (3) any work that would typically require a mechanical, electrical or building permit by code; (4) cutting, patching, pouring concrete or any hardscape work; (5) site storm water drainage that doesn't recede in a reasonable time or causes significant damage to site infrastructure; and (6) adding, moving, relocating, or damage to perimeter secure fencing that is in excess of fifteen percent (15%) of total installed fencing. The foregoing list is not to be deemed exclusive. Installation, maintenance, and service of security camera systems for the Property shall either be included in Lessee's funding agreement or will be subject to negotiation between the Parties.

7. Utilities. Lessee shall pay and be financially responsible for electricity, telephone, cable television, internet or wi-fi access services to the Property. Lessor shall provide utilities such as water, sewer, storm water, solid waste, and recycling services, which are included in the annual rent.

8. Insurance, Indemnification and Hold Harmless Agreement. Lessee shall defend, indemnify and hold harmless Lessor, its agents, officers, officials, employees and volunteers from and against any and all claims, suits, actions, liabilities for injuries, death of any person, or

for loss or damages to property which arises out of Lessee's use of the Property, or from the conduct of Lessee or its employees, agents, or contractors, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Property, except only such injury or damage as shall have been occasioned by the sole negligence of Lessor. It is further specifically and expressly understood that the indemnification provided herein constitutes the Lessee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the Lessee and Lessor. The provisions of this paragraph shall survive the expiration or termination of this Lease.

Lessor shall defend, indemnify, and hold harmless Lessee, its agents, officers, employees, contractors, and volunteers from and against any and all claims, suits, actions, liabilities for injuries, death of any person, or for loss or damages to property which arises out of any intentional or negligent breach of this Lease by the Lessor. The provisions of this paragraph shall survive the expiration or termination of this Lease.

8.1 Concurrent negligence. Should a court of competent jurisdiction determine that this Lease is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Lessee and the Lessor, or their respective officers, officials, agents, employees, and volunteers, the Lessee's liability, including the duty and cost to defend, hereunder shall be only to the extent of Lessee's negligence.

8.2 Insurance term. Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage or loss to property, which may arise from or in connection with the Lessee's operation and use of the leased Property.

8.3 No Limitation. The Lessee's maintenance of insurance as required by this Lease shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the Lessor's recourse to any remedy available at law or in equity.

8.4 Minimum scope of insurance. The Lessee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The Public Entity (Lessor) shall be named as an additional insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
2. Property insurance shall be written on an all risk basis.

8.5 Minimum amounts of insurance. The Lessee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, and \$10,000,000 of umbrella or excess insurance.
2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

8.6 Other insurance provisions. The Lessee's Commercial General Liability insurance policy or policies are to contain or be endorsed to contain that they shall be primary insurance as respect to the Lessor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Lessor shall be excess of the Lessee's insurance and shall not contribute with it.

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

8.8 Verification of coverage. The Lessee shall furnish the Lessor with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Lessee.

8.9 Waiver of subrogation. Lessee and Lessor hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or any building or structures on the Property. This release shall apply only to the extent that such claim, loss, or liability is covered by insurance.

8.10 Lessor's property insurance. Lessor shall purchase and maintain during the term of the lease all-risk property insurance covering any building or other structures for its full replacement value without any coinsurance provisions.

8.11 Notice of cancellation. The Lessee shall provide the Lessor with written notice of any policy cancellation within two business days of Lessee's receipt of such notice.

8.12 Failure to maintain insurance. Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of the Lease, upon which the Lessor may, after giving five (5) business days' notice to the Lessee to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Lessor on demand.

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

9. Acknowledgment and Acceptance.

9.1 Taxes and assessments. In the event a leasehold tax is imposed upon Lessee's tenancy by the State of Washington during the term of this Lease, Lessor agrees to pay said leasehold tax amount to the State of Washington during the period Lessee has occupied or is occupying the Property.

9.2 Mechanics' liens. In the event Lessee causes any labor, material, or services to be furnished in, on or about the Leased Property, or any part thereof, Lessee hereby agrees to pay, resolve, settle or compromise such liens or claims and to fully satisfy same so as to prevent or remove any liens against Lessor's Property. Lessee will not allow any lien to attach to the Leased Property. Lessee further agrees to fully indemnify and hold harmless the Lessor from any and all claims of liens against the Leased Property incurred by Lessee, including any attorney's fees, costs or other litigation expenses incurred by Lessor in connection with such claims of lien.

9.3 Subleases and other agreements. Lessee shall not enter into any leases, subleases, licenses, or easements with any person(s) or entities for profit or other charge or consideration upon the Leased Property, except with the express prior written consent of Lessor. Lessee agrees that the Leased Property shall be solely used for a tiny houses/shelters village, and associated facilities as set forth in Paragraph 2 above, during the term of this Lease.

9.4 Motor vehicle parking. Lessee agrees that any motorized vehicle of any kind or nature, whether owned or operated by Lessee or its guests, shall be parked on the Property or other legal parking provided by Lessor.

9.5 Storage of personal property. Any personal property of Lessee or its guests shall be stored upon the Leased Property. Lessee shall not store Lessee's or its guests' personal property upon any adjacent property owned by Lessor or others, except with express written consent from Lessor or other property owner.

9.6 Due authority. Lessee and Lessor have all requisite power and authority to execute and deliver this Lease and to carry out its obligations hereunder and the transactions contemplated hereby. This Lease has been, and the documents contemplated hereby will be, duly executed and delivered by Lessor and Lessee and constitute their legal, valid, and binding obligation enforceable against Lessor and Lessee in accordance with its terms.

10. Covenants of Lessee. Lessee covenants and agrees as follows:

10.1 Perform obligations. From the effective date of this Lease, Lessee will perform any monetary and non-monetary obligations they have regarding the Leased Property.

10.2 No encumbrances. From the date of this Lease, Lessee will not grant, create, or voluntarily allow the creating of, or amend, extend, modify, or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option, or other right affecting the Leased Property or any part thereof.

10.3 Environmental. Lessor asserts that there are no known hazardous substances or materials as defined under RCW 70A.305, RCW 64.44.010, WAC 246-205, and other current and future applicable federal and state regulations and laws (“**Hazardous Substances**”) on the Leased Property at the time of the Effective Date. Lessee shall not cause or permit any Hazardous Substances to be brought upon, kept, or used in or about, or disposed of on the Leased Premises by Lessee, its employees, officers, agents, contractors, customers, clients, visitors, guests, or other licensees or invitees, except in strict compliance with all applicable federal, state, and local laws and regulations. If Lessee breaches the foregoing obligations, then Lessee shall indemnify, defend, and hold Lessor harmless with respect to any loss, liability, claim, demand, damage, or expense of any kind, including attorneys’ fees, costs, and expenses (collectively, “Loss”) arising out of the release of Hazardous Substances on, under, above, or about the Leased Property by Lessee, except for any release of any Hazardous Substance on, under, above, or about the Leased Property caused or contributed by Lessor, or any employee, agent, or contractor of Lessor.

10.4 Definitions. The term “Hazardous Substance” includes without limitation (a) those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” “hazardous wastes,” or “solid wastes” in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; (d) chlorinated solvents; and (e) asbestos. The term “Environmental Law” includes any federal, state, municipal or local law, statute, ordinance, regulation, order, or rule pertaining to health, industrial hygiene, environmental conditions, or hazardous substances.

10.5 Compliance with laws. Lessee covenants and agrees to comply with any and all statutes, codes, regulations, covenants, or laws that may affect the use and occupancy of the Leased Property. Violation of this covenant by Lessee shall be grounds for termination of this Lease.

10.6 Nuisance or waste. Lessee shall not permit any nuisance upon the Leased Property or permit any waste or destruction of the Property.

10.7 Indemnification. Lessee shall pay, protect, pay the defense costs of, indemnify and hold Lessor and its successors and assigns harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) the breach of any representation, warranty or agreement of Lessee set forth in this Lease, (b) the failure of Lessee to perform any obligation required by this Lease to be performed by Lessee, (c) the maintenance, and/or operation of the Leased Property by Lessee not in conformance with this Lease, or (d) any injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the Lessee, its representatives, agents, employees, contractors or suppliers.

10.8 Access to Leased Property. Lessee shall permit Lessor or its agents, employees, officials, officers, or contractors to access the Property for the purpose of any environmental studies, work for restoration purposes that is required by permitting agencies, or to perform water, sewer, stormwater, or other necessary utility connections or services as may be required, including but not limited to garbage/solid waste collection and waste recycling.

11. Casualty. If any fire, windstorm, earthquake, volcanic eruption, or casualty occurs and materially affects all or any portion of the Leased Property on or after the date of this Lease, Lessor is under no duty or obligation to repair, replace or rebuild any structure, dwelling or outbuilding located upon the Leased Property.

12. Legal Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any Party (collectively, "Notices") shall be in writing and shall be validly given or made to another Party if delivered either personally or by Federal Express, UPS, USPS or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such Notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given forty-eight (48) hours after the deposit thereof with such delivery service. If such Notice is mailed as provided herein, such shall be deemed given five days (5) days after the deposit thereof in the United States mail. Each such Notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Lessor: Steven J. Burney, City Manager
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Email: jburney@ci.olympia.wa.us

With a copy to: Mark Barber, City Attorney
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Email: mbarber@ci.olympia.wa.us

To Lessee: Mike Curry, CCS Southwest Region Director
Catholic Community Services of Western Washington
1323 Yakima Avenue
Tacoma, WA 98504-4457
Email: MikeC@ccsww.org

With a copy to: Kristin A. Tan, Legal Counsel
Catholic Community Services of Western Washington
100 23rd Ave S
Seattle, WA 98144
Email: KristinT@ccsww.org

Any Party hereto may change its address for receiving notices as herein provided by a written notice given in the manner aforesaid to the other Party hereto.

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

Lessor's Manager: Darian Lightfoot, Housing Programs Manager
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Office: (360) 753-8033
Cell: (360) 280-8951
Email: dlightfo@ci.olympia.wa.us

Lessee's Manager: Gabriel Ash, Program Director
604 Devoe Street SE
Olympia, WA 98501
(360) 753-3340, ext. 127
Email: GabeA@ccsww.org

14. Miscellaneous.

14.1 Applicable law. This Lease shall in all respects, shall be governed by the laws of the State of Washington.

14.2 Further assurances. Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the Parties hereto.

14.3 Modification or amendment, waivers. No amendment, change or modification of this Lease shall be valid, unless in writing and signed by all of the Parties hereto. No waiver of any breach of any covenant or provision in this Lease shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Lease. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

14.4 Successors and assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, and successors, if applicable. No assignment shall be permitted by Lessee of this Lease.

14.5 Entire agreement and no third-party beneficiaries. This Lease constitutes the entire understanding and agreement of the Parties with respect to its subject matter and any and all prior agreements, understandings, or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect. The Parties do not intend to confer any benefit under this Lease to any person, firm, or corporation other than the immediate Parties.

14.6 Attorneys' fees. Should either Party bring suit to enforce the terms of this Lease, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

14.7 Construction. Captions are solely for the convenience of the Parties and are not a part of this Lease. This Lease shall not be construed as if it had been prepared by one of the Parties, but rather, as if both Parties had prepared it.

14.8 Partial Invalidity. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

14.9 Survival. The covenants, agreements, obligations to indemnify, representations and warranties made in this Lease shall survive unimpaired. The Parties agree this Lease shall not be recorded with the Auditor, but a Memorandum of Lease may be recorded with the Auditor at the request of a Party.

14.10 Time. Time is of the essence of every provision of this Lease.

14.11 Risk of loss. All of Lessee's personal property, of any kind or description whatsoever that is on the Leased Property shall be at Lessee's sole risk of loss. Lessor shall not insure Lessee's personal property of whatever kind or nature. Any such insurance must be obtained by Lessee.

14.12 Force majeure. Performance by Lessee or Lessor of their obligations under this Lease shall be extended by the period of delay caused by force majeure. Force majeure includes war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused).

14.13 Recitals. The Recitals set forth above are incorporated by this reference into this Lease and are made a part hereof.

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

Lease shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same Lease.

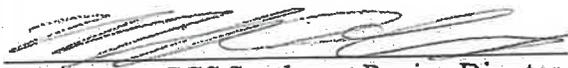
14.15 Effective Date. This Lease shall be effective as of the date of the last authorizing signature affixed hereto.

15. Event of Default. In the event of a default under this Lease by Lessee (including a breach of any representation, warranty or covenant set forth herein), Lessor shall be entitled, in addition to all other remedies, to seek monetary damages and specific performance of Lessee's obligations hereunder or termination of this Lease, at Lessor's option.

*****SIGNATURES APPEAR ON THE FOLLOWING PAGE*****

LESSEE:

**CATHOLIC COMMUNITY SERVICES
OF WESTERN WASHINGTON,**
a Washington public benefit corporation

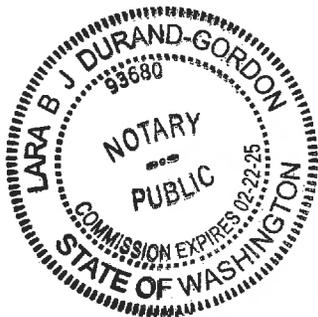

Mike Curry, CCS Southwest Region Director

Date: 13 JUN 2022

STATE OF WASHINGTON)
 P12pcp) ss.
COUNTY OF THURSTON)

On the 13th day of June 2022, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mike Curry, to me known to be the CCS Southwest Region Director of Catholic Community Services of Western Washington, a Washington public benefit corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said public benefit corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

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



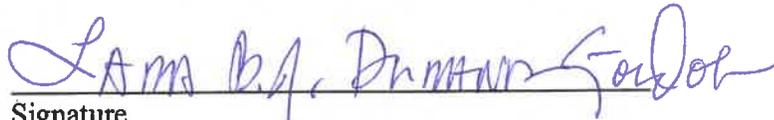

Signature
Name (printed): LARA B.J. DURAND-GORDON
NOTARY PUBLIC in and for the State of
Washington
Residing at Paconia, WA
My appointment expires: 2/22/25

EXHIBIT "A"

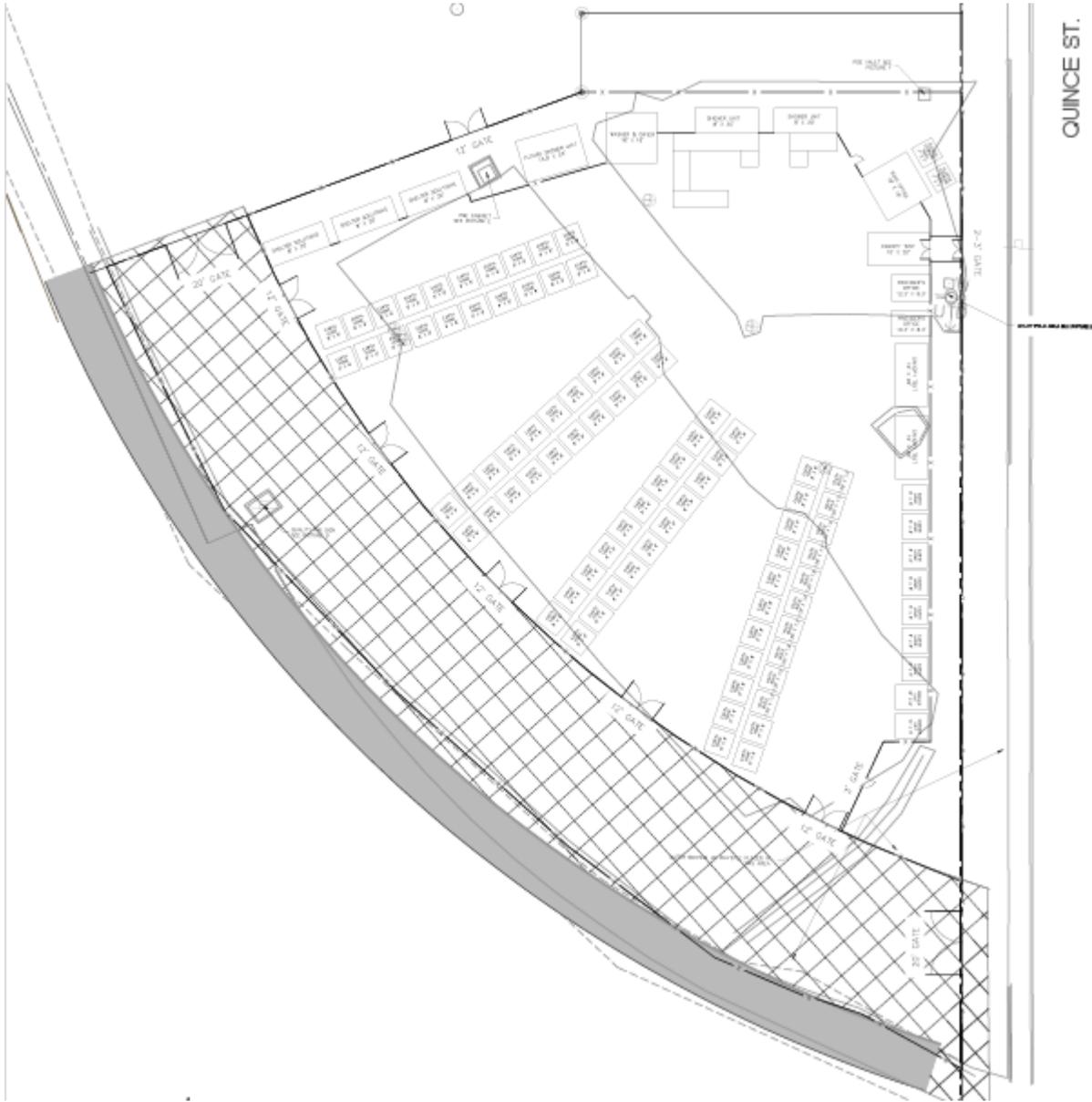
Legal Description

PARCEL B OF BOUNDARY LINE ADJUSTMENT NO. BLA-0325850L, AS RECORDED JANUARY 21, 2004, UNDER AUDITOR'S FILE NOS. 3612157 AND 3612158, AND AS AMENDED UNDER AUDITOR'S FILE NO., 3612958.

SITUATE IN THURSTON COUNTY, WASHINGTON

EXCEPT FOR AREAS EXCLUDED AS DEPICTED ON EXHIBIT "B-1" ATTACHED TO THIS LEASE AGREEMENT, WHICH AREAS SHALL BE RETAINED BY LESSOR.

EXHIBIT "B"
General Vicinity Sketch





City Council

Approval of a Resolution Authorizing a Funding Agreement with Catholic Community Services for the Quince Street Village Tiny Home Project.

Agenda Date: 6/21/2022
Agenda Item Number: 4.G
File Number:22-0590

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

Title

Approval of a Resolution Authorizing a Funding Agreement with Catholic Community Services for the Quince Street Village Tiny Home Project.

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing a Funding Agreement with Catholic Community Services for the Quince Street Village Tiny Home Project.

Report

Issue:

Whether to approve the resolution authorizing a funding agreement with Catholic Community Services for the Quince Street Village Tiny Home Project.

Staff Contact:

Christa Lenssen, Housing Program Specialist, City Manager's Office, 360.570.3762

Darian Lightfoot, Housing Programs Manager, City Manager's Office, 360.753.8033

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

In January 2019, the City of Olympia opened the Mitigation Site at Franklin Street and Olympia Avenue to provide tent sites for individuals experiencing homelessness. The Mitigation Site was established to improve safety and access to services for unsheltered individuals and couples, and to reduce the impact of scattered encampments to downtown residents and businesses.

In April 2020, the City contracted with Catholic Community Services (CCS) to operate and manage

the site. Over time, many site and service improvements have been added, including: construction of tiny home units to replace tents, hygiene units with plumbed restroom facilities, and data entry of participants into Homeless Management Information System (HMIS) to track outcomes.

In October 2021, the City used American Rescue Act funds to purchase the former Quality Inn property located at 1215 Quince Street. Site preparation and infrastructure work is underway. In the short term, the residents of the current Mitigation Site will be relocated to 1215 Quince Street to establish a temporary tiny home village. In the longer term, affordable and/or supportive housing will be constructed at the site.

The City plans to continue to contract with CCS to operate and manage the new Quince Street Village tiny home project. Funding has been increased to include: maintenance staff and supplies, one additional staff on nights and weekends to reflect a planned increase of 20 additional tiny home units, increased utility costs (each unit will be equipped with electricity at the new site), and the installation and maintenance of security cameras onsite.

Neighborhood/Community Interests (if known):

There is significant public interest in homelessness and the City's homeless response efforts.

Three community meetings have been hosted by the City to address community concerns and questions about the Quince Street Village tiny house project. Each meeting drew significant attendance.

Options:

1. Move to approve a Resolution authorizing a funding agreement with Catholic Community Services.
2. Modify the funding agreement before approving. (This action would impact timing of the planned move and opening of the site).
3. Do not approve a Resolution authorizing a funding agreement with Catholic Community Services and direct staff to take other action. (This action would impact timing of the planned move and opening of the site).

Financial Impact:

The City of Olympia will contract with Catholic Community Services to operate the site with round the clock staffing for an annual maximum of \$1,212,770.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A FUNDING AGREEMENT BETWEEN THE CITY OF OLYMPIA AND CATHOLIC COMMUNITY SERVICES OF WESTERN WASHINGTON FOR THE ESTABLISHMENT, OPERATION, MANAGEMENT, AND MAINTENANCE OF A TINY HOUSE/SHELTER VILLAGE

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

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

WHEREAS, Catholic Community Services of Western Washington (CCS), a Washington public benefit corporation, has experience assisting persons who are homeless by managing and operating the City’s downtown tiny house/shelter facility, also known as the downtown mitigation site. CCS is experienced in providing this type of transitional housing and providing homeless persons with essential services including hygiene, trash collection, utilities, and security to allow for the best chance for success in transitioning to permanent housing; and

WHEREAS, the City and CCS have negotiated terms and conditions whereby the City provides funding to CCS to enable CCS to establish, operate, manage, and maintain a tiny house/shelter facility on property commonly referred to as “Quince Street Village,” for the purpose of providing temporary shelter and housing for homeless persons in tiny houses/shelters; and

WHEREAS, the City Council determines it to be in the best interest of the residents of the City of Olympia to provide funding to Catholic Community Services of Western Washington, to enable Catholic Community Services to establish, operate, manage, and maintain a tiny house/shelter village in Olympia;

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

1. The Olympia City Council hereby approves the form of Funding Agreement between the City and Catholic Community Services of Western Washington to provide funding to Catholic Community Services for the establishment, operation, management, and maintenance of a tiny house/shelter village in Olympia and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Funding Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener’s errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

**2022 FUNDING AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND CATHOLIC COMMUNITY
SERVICES OF WESTERN WASHINGTON**

This Funding Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. This Agreement is between the City of Olympia, a Washington municipal corporation ("City"), and Catholic Community Services, a Washington public benefit corporation ("CCS"), jointly referred to as the "Parties," or singularly as a "Party."

RECITALS

The City of Olympia declared a public health emergency related to homelessness on July 17, 2018. Since that date, the City has worked to find solutions that will assist in alleviating the homeless crisis in Olympia and to reduce human suffering.

CCS has experience assisting persons who are homeless by managing and operating the City's downtown tiny house/shelter facility, also known as the downtown mitigation site. CCS is experienced in providing this type of transitional housing and providing homeless persons with essential services including hygiene, trash collection, utilities, and security to allow for the best chance for success in transitioning to permanent housing.

The City wishes to engage the services of CCS to operate, manage, and maintain a tiny house/shelter facility on property commonly referred to as Quince Street, for the purpose of providing temporary shelter and housing for homeless persons in tiny houses/shelters. CCS will maintain on the site a community kitchen, meeting facility, and areas for sanitary shower, toilet, laundry facilities, solid waste collection, and for other related case management services for the temporary residents of the tiny house/shelter facility.

The signatories to this Agreement acknowledge that they are authorized to execute this Agreement and any associated documents, and to correct scrivener's errors or other errors or omissions that would otherwise be in substantial conformance with this Agreement.

The Parties now enter into this Agreement to memorialize the terms and conditions under which the City will provide funding to CCS for the purpose of establishing, operating, and maintaining a tiny house/shelter facility for homeless persons to transition to permanent housing.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

[The remainder of this page is intentionally left blank.]

TERMS AND CONDITIONS

1. Purpose.

The purpose of this Agreement is to provide funding to CCS, a Washington public benefit corporation, to enable CCS to establish, operate, and maintain a tiny house/shelter facility in Olympia, Washington, to be known as the “Quince Street Village.”

CCS will work with residents of the tiny house/shelter facility to ensure they obtain the services necessary to enable each resident to transition to permanent housing within a reasonable period of time.

2. Term/Termination.

The term of this Agreement shall commence on the date of the last authorizing signature affixed hereto and shall continue until June 30, 2023, unless otherwise terminated as provided in this Agreement. Prior to the expiration of the Term, this Agreement for funding may be terminated upon ninety (90) days’ written notice to the other Party, with or without cause. Once termination notice has been provided, the City shall only be responsible for funding the work that is currently in progress and can be completed prior to the date of termination.

3. Location of the Site.

CCS shall staff a tiny house/shelter facility located upon City owned property that has been leased to CCS, and is commonly located at 1211 Quince Street SE, Olympia, Thurston County, Washington, the exact location of which is shown on **Exhibit A**, and hereafter referred to as “Quince Street Village” or “Village.” The site area is approximately 1.41 acres or 61,420 square feet, more or less, except for areas excluded as depicted on **Exhibit A-1** attached hereto.

4. Structures on the Site.

Any significant changes to the site must be approved by the City of Olympia prior to commencement of any change or modification. Quince Street Village may consist of:

- Tiny house/shelter for approximately one hundred (100) persons
 - Each tiny house/shelter is equipped with electrical power, windows, locking door
 - Furniture (bed)
 - Necessary fixtures (heat, lighting)
- On-site security
- 2 Resident Common Areas, which shall include:
 - Case Management Office
 - One community area
- 2 Hygiene Trailers, consisting of

- 6 showers
- 6 toilets – 2 ADA
- Laundry facilities
- 1 Cooking/Eating area:
 - Equipped with kitchen appliances
- Fencing capable of locking the surrounding perimeter of two main areas
 - Six feet high chain link

5. Funding.

CCS will operate the tiny house/shelter facility as outlined in the Scope of Operations in **Exhibit B** attached hereto, in exchange for reimbursement funding not to exceed the total amount set forth in **Exhibit C** attached hereto.

5.1 Total Funding. The City agrees to fund CCS in an amount not to exceed One Million Two Hundred Twelve Thousand Seven Hundred Seventy Dollars and 00/100 Cents (\$1,212,770.00) as provided in this Agreement.

5.2 Method of Funding. Funding by the City will be provided on a reimbursement basis only with proper receipts for items purchased or staff employed, accompanying a properly completed invoice, the requirement of which are outlined in **Exhibit D**, Invoice Requirements. A spreadsheet to assist CCS in tracking and submitting invoices is included as **Exhibit D-1**. **In the event CCS fails to submit an invoice that includes proper documentation to the City within sixty (60) days from the end of the month in which the expense is incurred, CCS forfeits any right to reimbursement for that expense.**

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

6. Compliance with Laws.

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

7. Assurances.

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

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

8. Independent Contractor/Conflict of Interest.

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

9. Equal Opportunity Employer.

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

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

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

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

10. Responsibilities for Communication.

CCS shall operate the Quince Street Village in a manner consistent with the accepted practices for other similar tiny house/shelter facilities, being particularly mindful of the surrounding neighborhood in which Quince Street Village is sited and its proximity to schools and businesses. CCS shall:

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

11. Indemnification/Insurance.

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

The City shall defend, indemnify, and hold CCS, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorneys' fees, arising out of resulting from the acts, errors, or omissions of the City in performance of this Agreement, except for injuries and damages caused by the sole negligence of CCS.

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

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

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

11.4 Minimum Scope of Insurance. CCS shall obtain insurance of the types described below:

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

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

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

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

11.5 Minimum Amounts of Insurance. CCS shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$3,000,000 general aggregate, with excess or umbrella coverage in the sum of \$10,000,000.

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

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

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

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

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

11.10 Failure to Maintain Insurance. Failure on the part of CCS to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five (5) business days' written notice to CCS to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due CCS from the City.

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

12. City Contributions to Preparation of the Site.

The City will contribute to the preparation of the Site only as specifically outlined in **Exhibit B** attached hereto, which exhibit includes an overall site plan and layout of facilities and tiny houses/shelters.

13. Treatment of Assets.

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

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

13.3 As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, CCS agrees to execute such security

agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

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

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

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

14. Books and Records/Public Records.

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

Records that meet the definition of a "public record" pursuant to RCW 42.56.010 are subject to disclosure and release under Washington's Public Records Act. A "public record" includes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency, regardless of physical form or characteristics. RCW 42.56.030 requires that the Public Records Act be liberally construed, and its exemptions narrowly construed to promote public policy and to assure that the public interest will be fully protected. For that reason, the City will make the sole determination as to whether or not records possessed by CCS related to this Agreement meet the definition of a "public record" as well as whether, and to what extent, any exemption applies.

If CCS disagrees with the City's determination or believes the records are subject to an exemption, the City agrees to notify CCS via written notice to CCS and to provide CCS with ten (10) business days to obtain and serve on the City a court order specifically preventing release of such records. The City agrees not to release any records until CCS is provided such notice and

the ten (10) business days to serve an injunction on the City to prohibit such disclosure has elapsed.

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

15. Non-Appropriation of Funds.

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

16. Contract Manager.

For routine issues of contract management such as insurance, invoices, and issues related to this Agreement, please contact:

City Contract Manager: Darian Lightfoot, Housing Programs Manager
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Office: (360) 753-8033
Cell: (360) 280-8951
Email: dlightfo@ci.olympia.wa.us

With a copy to: Lauren Alexander-Persse, Program Specialist
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Desk: (360) 570-3798
Cell: (360) 790-1986
Email: lalexand@ci.olympia.wa.us

CCS Contract Manager: Mike Curry, CCS Southwest Region Director
Catholic Community Services of Western Washington
1323 Yakima Avenue
Tacoma, WA 98504-4457
Email: MikeC@ccsww.org

With a copy to: Kristin A. Tan, Legal Counsel
Catholic Community Services of Western Washington
100 23rd Ave S
Seattle, WA 98144
Email: KristinT@ccsww.org

17. General Provisions.

17.1 Entire Agreement. This Agreement contains all of the terms, conditions, and agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose. The Parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the immediate Parties.

17.2 Modification or amendment, waivers. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all of the Parties hereto. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

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

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

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

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

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

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

17.5 Successors in Interest. Subject to Subsection 17.4, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, legal representatives, and assigns, if applicable.

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

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

17.8 Governing Law and Venue. This Agreement is made in and shall be governed by and interpreted in accordance with the laws of the State of Washington. Venue shall be in Thurston County Superior Court of the State of Washington.

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

17.10 Notices. Any notices required to be given by the Parties under this Agreement shall be delivered at the addresses set forth in Paragraph 16 above. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth in Paragraph 16. Any notice so posted in the United States mail shall be deemed received five (5) days after the date of mailing. If such notice is delivered personally, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by Federal Express, UPS, USPS or other overnight delivery service of recognized standing, such notice shall be deemed given forty-eight (48) hours after the deposit thereof with such delivery service.

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

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

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

17.14 Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement. Further, this Agreement may be executed by a facsimile signature or an electronically signed or digital signature where permitted by law and shall be deemed to be an original signature for all purposes. All executed counterparts of this Agreement shall be deemed to be originals, but such counterparts, when taken together, shall constitute one and the same Agreement.

17.15 Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement and the Exhibits attached hereto. No ambiguity shall be construed against any Party upon a claim that a Party drafted the ambiguous language, but this Agreement shall be construed as if prepared by both Parties.

17.16 Ratification. Any work performed in 2022 prior to the effective date of this Agreement, and that falls within the scope of this Agreement and is consistent with its terms, is hereby ratified and confirmed.

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

1. By signing the agreement below, CCS certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
 - d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

17.19 Time. Time is of the essence of every provision of this Agreement.

17.20 Force majeure. Performance by CCS or the City of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the Party who is obligated to render performance (but excluding financial inability to perform, however caused).

17.21 Recitals. The Recitals set forth above are incorporated by this reference into this Agreement and are made a part hereof.

17.22 Effective Date. This Agreement shall be effective as of the date of the last authorizing signature affixed hereto.

CITY OF OLYMPIA,
A Washington municipal corporation

**CATHOLIC COMMUNITY SERVICES
OF WESTERN WASHINGTON,**
a Washington public benefit corporation

By: _____
Steven J. Burney, City Manager

By: Mike Curry _____
Mike Curry, CCS Southwest Director

Date: _____

Date: 06/14/2022 _____

APPROVED AS TO FORM:

Mark Barber _____
Mark Barber, City Attorney

EXHIBIT A
Legal Description

PARCEL B OF BOUNDARY LINE ADJUSTMENT NO. BLA-0325850L, AS RECORDED JANUARY 21, 2004, UNDER AUDITOR'S FILE NOS. 3612157 AND 3612158, AND AS AMENDED UNDER AUDITOR'S FILE NO., 3612958. SITUATE IN THURSTON COUNTY, WASHINGTON.

EXCEPT FOR AREAS EXCLUDED AS DEPICTED ON EXHIBIT "A-1" ATTACHED TO THIS FUNDING AGREEMENT, WHICH AREAS SHALL BE RETAINED BY THE CITY OF OLYMPIA.

EXHIBIT B
CCS's SCOPE OF OPERATIONS
for
QUINCE STREET VILLAGE
Olympia, WA

I. Overview

Catholic Community Services (“CCS”) has been a partner in operating and managing the City’s downtown mitigation site and tiny house/shelters. The City’s downtown tiny house/shelter community serves to help residents reclaim their dignity and get on a path to permanent housing by providing a heated and secure structure, and hygiene facilities, and ready access to case management. As an alternative to traditional shelter, tiny house/shelter facilities are a crisis response to homelessness where tiny houses/shelters can be set up quickly and cost effectively.

II. Community Engagement

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

III. Site Changes

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

IV. Operations

- **CCS Staff Oversight and Support:** Hire, onboard, and support staff with an onsite supervisor and oversight from CCS.
- **Security:** Ensure a secure site with a closed perimeter, monitored entrance, and secure facilities. CCS will coordinate installation and maintenance of security cameras and will manage security camera footage.
- **Site Management:** Work with residents to ensure cleanliness and adherence to a Code of Conduct developed by CCS that is consistent with community expectations. CCS will conduct regular unit inspections to test smoke/carbon monoxide detectors and adherence to Code of Conduct. CCS will develop and staff processes for grievances and appeals for expulsions from the site. CCS will develop formal behavioral agreements that provide clarity regarding requirements for continuation or restoration of services.

Village Resident Community: Work with residents to foster harmony and collaboration within the Village. Support participants in the creation of a self-governance structure through regular meetings and staff support of other governance procedures.

- **Maintenance:** Conduct maintenance visits and perform required maintenance tasks as needed.
- **24/7 Communication:** Ensure that CCS staff are available around the clock to answer questions and communicate with emergency services.
- **Intakes:** Work effectively with the City and referring service providers on the intake of new residents to the program.
- **Food-drive Calendar:** Maintain a calendar of food and meal donations.
- **Manage Donations:** Manage donations and storage of donated supplies within the Village.
- **Develop an emergency management plan,** addressing weather, fire, and security issues.
- **Ensure engagement and compliance with Thurston County Housing Information Management System.**
- **Ensure clients are entered into the HMIS system.** Track intakes, exits, and progress with HMIS reporting procedures provided by Thurston County. Maintain records of individuals served, service provided, outreach activities conducted, surveys completed and other reporting as requested by City of Olympia and submit reports monthly with invoices to the City of Olympia.
- **Ensure coordination with Thurston County Coordinated Entry System.**

- Monitor and comply with Thurston County Health guidelines related to COVID-19 and other health and safety protocol and practices.

Any use and placement of heaters, shared cooking or other propane or electric heating appliances shall be approved by the Olympia Fire Department.

- Report any predatory or illegal behavior to law enforcement (drug dealing, sex trafficking, other illegal activities). CCS staff are not expected to personally engage in attempting to stop such behavior.
- Document in a log: visitors, incidents, violations of site rules or Code of Conduct, emergency calls to Olympia Fire or Police Departments.

V. Case Management

- Staff Oversight & Support: Hire, onboard, and support case management staff with CCS's experienced case management supervisory team.
- Housing Case Management: Help refer residents to transitional and permanent housing using vouchers, Section 8, Social Security, public assistance, earned income and income support.
- Assist residents in filling out necessary paperwork and help each resident through the process requirements to obtain any assistance applicable to the individual resident's situation, including a Coordinated Entry intake.
- Work to enroll and provide Foundational Community Supports (FCS) services to eligible participants.
- Education & Health Service Coordination: Connect clients with agencies that improve health and education outcomes and help them through any process requirements to obtain necessary services.
- Data Management: Track intakes, exits, and progress with HMIS reporting procedures.
- Intake Coordination: Coordinate with referring agencies for successful program outcomes.

VI. Administrative

- Insurance: Maintain ample insurance coverage for the site and CCS operations, naming the City of Olympia as an additional insured.
- Accounting: Document purchases, track finances, and bill accurately.
- Hiring: Manage all hiring and staffing needs with CCS's human resources team.

- CCS will perform background screening, including national criminal history checks, on all hired staff and on volunteers, as deemed appropriate.
- CCS will screen sex offender status in compliance with CCS's residency standards at the Quince Street Village.

**EXHIBIT C
2022 BUDGET
QUINCE STREET VILLAGE**

Staffing Expenses	Monthly Estimated Limit	Annual Limit
Staffing Costs (Salary, Taxes, Benefits)	\$74,194	\$890,330
Staffing 2 nd Site for One Month (Two Program Generalist / 24 hours per day, 7 days per week)	\$2,561	\$30,731
Staffing Totals	\$76,755	\$921,061
Recurring Monthly Expenses		
Electricity	\$7,044	\$84,530
Site Maintenance (Vendors/Supplies/Materials)	\$3,054	\$36,650
Security Camera Installation and Maintenance Plan	\$1,286	\$15,431
Shared Direct – Facility and Tech	\$323	\$3,879
Operations (Training, Supplies, Furniture/ Equipment, Telephone/Communication/ Internet, Lease, Mileage)	\$3,238	\$38,852
Corporate Admin Fee	\$2,163	\$25,952
Admin Fee (under 10%)	\$7,201	\$86,415
Recurring Monthly Expenses Totals	\$24,309	\$291,709
TOTALS	\$101,064	\$1,212,770

ADDITIONAL DETAIL FOR CERTAIN TYPES OF REIMBURSABLE BUDGET ITEMS

Training: Can include such training as CPR, First Aid, use of NARCAN, de-escalation, domestic violence, boundary, anti-discrimination, HMIS, how to work with difficult people. CCS internal staff trainings. Conferences and workshops may relate to homelessness or affordable housing. Training for villagers on self-governance, dispute resolution, domestic violence, financial literacy, anger management.

Mileage: Staff trips include attending meetings and trainings, purchasing supplies, working with residents getting them to appointments, etc.

Administration Fee: This covers items such as human resources, hiring and advertising, management, supervision, administration, program support, fundraising, volunteer coordination, etc. **NOTE: Payroll and other supporting documentation is required to accompany requests for administration reimbursement. There will be no reimbursement for items that do not have appropriate supporting documentation.**

EXHIBIT D INVOICE REQUIREMENTS

Each monthly invoice must be submitted by email by the 15th of the next month and must include:

1. A primary contact for CCS invoice questions who will respond to the City within 24 hours regarding any invoice question.
2. A spreadsheet furnished by the City of Olympia will be required to be filled out monthly that includes (See **Exhibit D-1**):
 - The billing period
 - Total invoice amount
 - A total for the invoice period
 - The remaining budget available for the contract term
3. Supplemental documentation (receipts that support staffing expenditures and other expenses)
4. Any cost not included in the contract budget, or beyond the monthly budget amount, must be pre-approved by email in order to assure payment.
5. A monthly progress report that includes total number of guests, length of stay, exits for behavioral (or other) reasons, exits into permanent housing.
6. Invoices must be emailed to these City email addresses:

Darian Lightfoot, Housing Programs Manager
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Office: (360) 753-8033
Cell: (360) 280-8951
Email: dlightfo@ci.olympia.wa.us

And your primary contract contact:

Lauren Alexander-Persse, Program Specialist
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Desk: (360)570-3798
Cell: (360)790-1986
Email: lalexand@ci.olympia.wa.us

City Responsibilities:

1. Payment shall be made on a monthly basis, within thirty (30) days after receipt of an invoice.
2. City Contract Manager will inform CCS of need for additional documentation or disputed costs in writing.

**EXHIBIT D-1
Monthly Invoice**

Invoice No.		Bill Period:	
BILL FROM VENDOR OR CLAIMANT		BILL TO AGENCY NAME	
Catholic Community Services		City of Olympia	
1323 Yakima Ave		PO Box 1967	
Tacoma WA 98405-4457		Olympia WA 98507-1967	
REIMBURSEMENT REQUEST			
Budget Line Items	2022 Budget	Prior Period Expenses to Date	Report Period Request
Staffing Expenses			\$ -
Operating Expenses			\$ -
Subtotal		\$ -	\$ -
10% Admin Fee		\$ -	\$ -
TOTALS:		\$ -	\$ -
Remaining 2022 Contract Balance		\$ -	Reimbursement Request This Bill Period
			\$ -
Contract Description:	Quince Street Village	Vendor No.	27957
Contract Period:		BARS:	142-4060-716-41.01
		Project No.	HM0311
VENDOR CERTIFICATION		CITY CERTIFICATION	
<p>The individual signing this voucher below warrants they have the authority to do so as authorized and on behalf of the entity identified in the Vendor/ Claimant Section. The individual signing below certifies under penalty of perjury that the terms and totals listed herein are proper charges for materials, merchandise or services furnished per the City contract referenced above, and that all goods furnished and/or services rendered have been provided without discrimination on the basis of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veterans status.</p>		<p>I, the undersigned, to hereby certify under penalty of perjury, that the material furnished, the services rendered, or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the Claim is a just, due, and unpaid obligation against the City of Olympia, and that I am authorized and certify said Claim.</p>	
Signed by:		Signed by:	
Printed Name	Title	Date Signed	Printed Name
INSTRUCTIONS TO VENDOR OR CLAIMANT:			
Submit this form to claim payment for materials, merchandise and services. Invoice must be completely filled out, signed and emailed to: Lauren Alexander-Persse lalexand@ci.olympia.wa.us 360.570.33798			
and Darian Lightfoot dlightfo@ci.olympia.wa.us 360.753.8033			
Attach supporting documentation to this invoice as outlined in the contract.			
Invoices must be submitted monthly and are due within 60 days from the end of the month in which expenses are incurred. Failure to submit timely invoices will result in forfeiture of the right to reimbursement for late expenses.			

EXHIBIT E

STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

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

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
What type, and how often? _____
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency’s web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.
What type of meeting, and how often? _____
- If, in addition to two of the above methods, you use other methods of providing notice of nondiscrimination, please list:

- If the above are not applicable to the contract agency or vendor, please check here and sign below to verify that you will comply with the City of Olympia’s nondiscrimination ordinance.

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

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

Mike Curry, CCS Southwest Director

(Date)

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

(Sole Proprietor Signature)

(Date)

EXHIBIT F
EQUAL BENEFITS COMPLIANCE DECLARATION

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

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

**Catholic Community Services of
Western Washington (CCS)**

Mike Curry, CCS Southwest Director

Date



City Council

Approval of a Resolution Authorizing an Interlocal Agreement with the State of Washington Department of Commerce for Infrastructure Improvements and Operating Expenses for a Tiny House Village on Franz Anderson Road

Agenda Date: 6/21/2022
Agenda Item Number: 4.H
File Number:22-0591

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

Title

Approval of a Resolution Authorizing an Interlocal Agreement with the State of Washington Department of Commerce for Infrastructure Improvements and Operating Expenses for a Tiny House Village on Franz Anderson Road

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve of a Resolution authorizing an Interlocal Agreement with the State of Washington Department of Commerce for infrastructure improvements and operating expenses for a tiny house village on Franz Anderson Road.

Report

Issue:

Whether to approve of a Resolution authorizing an Interlocal Agreement with the State of Washington Department of Commerce for infrastructure improvements and operating expenses for a tiny house village on Franz Anderson Road.

Staff Contact:

Darian Lightfoot, Housing Programs Manager, 360.280.8951

Presenter(s):

Darian Lightfoot, Housing Programs Manager

Background and Analysis:

The state of Washington has identified priority rights of way in five priority counties, including Thurston, to address encampments. Local governments associated with the prioritized sites were

offered the opportunity to submit a unified, multijurisdictional proposal to address closures of the encampments, including short term and long term solutions.

This City of Olympia's portion of the proposal includes making the Franz-Anderson site usable as a tiny home village, and the acquisition or construction and setup costs for at least 50 tiny house units. The costs incurred shall be connected to a plan for occupancy of units no later than October 30, 2022. The site subject to improvements funded by this contract must be used for affordable housing for at least 20 years.

Three years of operations and service costs associated with at least 50 units dedicated to people living in state rights of way are also included in this contract. Funded units will be reserved for people being transitioned from state rights of way but can be used to house other individuals if communicated that there is not a need for the units during a specific time period. People provided housing will be provided appropriate services and referrals to services.

The City will ensure that the right of way improvements to the site will consider the long term use of the site for development into affordable housing. This will allow for a shorter timeline for development and greater impact on the affordable housing market in the City.

Neighborhood/Community Interests (if known):

Short term and long term housing options are desperately needed in our community. This contract will support folks transitioning out of residing in the right of way, offer short term housing shelter out of the elements, and also connect residents to long term housing.

Options:

1. Move to approve of a Resolution authorizing an Interlocal Agreement with the State of Washington Department of Commerce for infrastructure improvements and operating expenses for a tiny house village on Franz Anderson Road.
2. Propose changes to the scope of work and approve a Resolution authorizing an Interlocal Agreement with the State of Washington Department of Commerce for infrastructure improvements and operating expenses for a tiny house village on Franz Anderson Road.
3. Do not to approve a Resolution authorizing an Interlocal Agreement with the State of Washington Department of Commerce for infrastructure improvements and operating expenses for a tiny house village on Franz Anderson Road.

Financial Impact:

The proposed contract includes \$2.9 million for site improvements and preparation (including \$500,000 for the creation of a tiny home village) and \$3 million to operate the site for three years. Commerce also provided \$300,000 in administrative costs for city staff to coordinate site development and management. A separate service provider will be contracted for direct on-site management. This is an incredible impact to the housing and homeless response budget and will free up funds for continued encampment support and ongoing service provider contracts.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF OLYMPIA AND
WASHINGTON STATE DEPARTMENT OF COMMERCE FOR THE RIGHTS OF WAY
INITIATIVE**

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

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

WHEREAS, the City of Olympia (the City) and the Washington State Department of Commerce (Commerce) wish to enter into an interlocal agreement whereby the City will assist the State of Washington with transitioning unhoused individuals encamped on certain areas of State-owned right-of-way within Olympia out of such areas, and whereby Commerce will provide certain funding to the City to create and operate a tiny home village at the City's Franz-Anderson property; and

WHEREAS, with the funding provided by Commerce to the City under this interlocal agreement, the City will make the Franz-Anderson site usable as a tiny home village, and will acquire or construct, and will set up, at least 50 tiny house units. The site subject to improvements funded by this contract must be used for affordable housing for at least 20 years, or until agreed upon by the City and Commerce. The City and Commerce will work on the due diligence necessary to release funds for site work and building construction/acquisition; and

WHEREAS, through this interlocal agreement, Commerce will provide three years of operations and services costs associated with at least 50 units dedicated to people living in state rights. Tiny house units funded under this interlocal agreement will be reserved for people being transitioned from state right- -of-way identified by the Commerce, but can be used to house other individuals if the Commerce communicates that there is not a need for the units during a specific time period or using a process agreed to by Commerce. People provided housing will be provided appropriate services and referrals to services;

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

1. The Olympia City Council hereby approves the form of Interagency Agreement between the City of Olympia and Department of Commerce for the Rights of Way Initiative and the terms and conditions contained therein.

2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Interagency Agreement, and any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY



Interagency Agreement with

City of Olympia - Washington

through

Rights of Way Initiative

For

Establishing an agreement between the City of Olympia and Commerce to achieve housing stability for individuals and families relocated from rights of way.

Start date: June 5, 2022

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Attachment A, Scope of Work

Attachment B, Budget

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$6,200,000.00 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$300,000.00 which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

5. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

6. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number SFY23-ROW-001. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

**SPECIAL TERMS AND CONDITIONS
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Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

7. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

8. AUDIT

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

9. DEBARMENT

A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
- iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.

**SPECIAL TERMS AND CONDITIONS
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FEDERAL FUNDS**

- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

11. FRAUD AND OTHER LOSS REPORTING

Contractor/Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

12. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the

**GENERAL TERMS AND CONDITIONS
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Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS
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9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term

**GENERAL TERMS AND CONDITIONS
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or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

**GENERAL TERMS AND CONDITIONS
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FEDERAL FUNDS**

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

One-time site preparation and tiny home setup:

Making the Franz-Anderson site owned by the City of Olympia site usable as a tiny home village, and the acquisition or construction and setup costs for at least 50 tiny house units. The costs incurred shall be connected to a plan for occupancy of units no later than October 30, 2022. The site subject to improvements funded by this contract must be used for affordable housing for at least 20 years, unless mutually agreed by City and Commerce. The City and Commerce will work on the due diligence necessary to release funds for site work and building construction/acquisition.

Ongoing operations and services:

Three years of operations and services costs associated with at least 50 units dedicated to people living in state rights of way. Funded units will be reserved for people being transitioned from state rights of way identified by the Department, but can be used to house other individuals if the Department communicates that there is not a need for the units during a specific time period or using a process agreed to by the Department. People provided housing will be provided appropriate services and referrals to services.

Administration:

Up to 5% of actual expenditures limited to no more than \$300,000 is available for administrative expenses incurred by the City of Olympia, including the costs of administering this contract and coordinating with the Department and other state, county, and city agencies regarding state rights of way.

Budget

Activity	Estimated Budget
Costs to make city-owned site usable as a tiny home village	\$2,900,000
Operating and services costs	\$3,000,000
Administration – limited to 5% of actual expenditures	\$300,000
Agreement Total	\$6,200,000.00



City Council

Approval of a Resolution Authorizing a Latecomer Agreement with Tradewinds Investment Group, LLC for a Sewer Line Installed on Karen Frazier Road

Agenda Date: 6/21/2022
Agenda Item Number: 4.I
File Number:22-0592

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

Title

Approval of a Resolution Authorizing a Latecomer Agreement with Tradewinds Investment Group, LLC for a Sewer Line Installed on Karen Frazier Road

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Resolution authorizing a latecomer agreement for sanitary sewer installed on Karen Frazier Road and authorizing the City Manager to sign the agreement.

Report

Issue:

Whether to approve a utility latecomer agreement allowing collection of fees for future connections to the new line.

Staff Contact:

Tiffani King, Engineering Plans Examiner, Community Planning and Development, 360.753.8257

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Applicant Tradewinds Investment Group LLC owned six parcels on the west side of Karen Frazier Road SE and extended a City sewer main so that homes could be constructed on the lots. Sewer was extended from 18th Ave SE approximately 300 feet on Karen Frazier Road. Karen Frazier Road has a water main already available.

The City of Olympia Engineering Design and Development Standards require utilities to be extended across the entire frontages of the parcels being developed. This utility extension will also allow five

parcels on the east side of Karen Frazier Road SE to connect to this new sewer main in the future. A utility latecomer agreement must be in place for the applicant to recover a portion of the cost of the utility extension when future connections to the new main are completed for those five parcels.

Tradewinds Investment Group LLC applied for a utility extension permit in December 2019. In 2020, they applied for a latecomer agreement. As required, a notice was sent to all property owners who could be impacted by the latecomer agreement in October 2021. The letter outlined the project limits, cost and information on the appeal process. No appeals were received.

Neighborhood/Community Interests (if known):

Access to sewer will allow five additional properties to access City services. Connections to the gravity sewer main will provide the ability to eliminate existing septic systems, consistent with City's goals.

Options:

1. Approve the Resolution and Latecomer Agreement. This allows the applicant to recoup a portion of the cost of the installation of the sewer line as properties connect, within the life of the Agreement.
2. Modify the Latecomer Agreement. Note that potential delay of the agreement could potentially impact the collection of fees if an adjacent property owner makes application for service prior to approval.
3. Do not approve the Latecomer Agreement.

Financial Impact:

The applicant will be required to pay a fee to cover the cost of City staff to administer the collection and distribution of fees within the life of the Latecomer Agreement.

Attachments:

Resolution
Agreement
Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON AUTHORIZING
A UTILITY LATECOMER AGREEMENT BETWEEN TRADEWINDS INVESTMENT GROUP, LLC AND
THE CITY OF OLYMPIA FOR CERTAIN KAREN FRAZIER UTILITY EXTENSIONS**

WHEREAS, Tradewinds Investment Group, LLC. owned six existing parcels of record located on west side of the 1800 block of Karen Frazier Road SE and had approximately 300 feet of frontage; and

WHEREAS, in order to provide services to future structures on the existing lots, the City required that the sewer utility be extended across the entire parcel frontages; and

WHEREAS, the Tradewinds Investment Group LLC applied for a sewer utility extension permit and performed such extension in 2021, which allows five additional parcels on the east side of Karen Frazier Road SE to connect to the sewer utilities in the future; and

WHEREAS, the Tradewinds Investment Group LLC requested a latecomer agreement pursuant to state and local law, to reimburse them for the costs advanced for such work at the time when other property owners develop nearby parcels that require them to connect to the sewer utilities extended by Tradewinds Investment Group, LLC; and

WHEREAS, as required, a notice outlining the project limits, cost, and information on the appeal process was sent to all properties affected by the latecomer agreement, and no appeals were received;

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

1. The Olympia City Council hereby approves the form of Utility Latecomer Agreement between the City of Olympia and Tradewinds Investment Group, LLC. and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Utility Latecomer Agreement, and any other documents necessary to complete said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

UTILITY LATECOMER AGREEMENT

This Agreement is made and executed this ____ day of _____, 2022, by and between Tradewinds Investment Group LLC, ("TRADEWINDS"), and the City of Olympia, a Municipal Corporation, ("City").

TRADEWINDS has constructed approximately 300 linear feet of sanitary sewer mains, which connects to the City's pre-existing sewer in Karen Fraser Road; said system to serve property owned by TRADEWINDS and more particularly described as follows:

Legal descriptions of lots under current parcel # 76000601100

Lot 1

PARCEL B OF BOUNDARY LINE ADJUSTMENT NO. BLA 21-0285 OL,
DESCRIBED AS FOLLOWS:

LOT 16, IN BLOCK 6 OF SQUIRES ADDITION TO OLYMPIA, AS RECORDED IN VOLUME 3 OF PLATS, PAGE 93; EXCEPTING THEREFROM THE WEST 2.00 FEET.

Lot 2

PARCEL D OF BOUNDARY LINE ADJUSTMENT NO. BLA 21-0285 OL,
DESCRIBED AS FOLLOWS:

LOTS 2, 3, 14 AND 15 IN BLOCK 6 OF SQUIRES ADDITION TO OLYMPIA, AS RECORDED IN VOLUME 3 OF PLATS, PAGE 93; EXCEPTING THEREFROM THE WEST 76.00 FEET OF SAID LOTS 2 AND 3.

ALSO EXCEPTING THEREFROM THE SOUTH 30.00 FEET OF THE EAST 68.00 FEET OF SAID LOT 15.

AND ALSO EXCEPTING THEREFROM THE EAST 68.00 FEET OF SAID LOT 14.

Lot 3

PARCEL E OF BOUNDARY LINE ADJUSTMENT NO. BLA 21-0285 OL,
DESCRIBED AS FOLLOWS:

THE SOUTH 30.00 FEET OF THE EAST 68.00 FEET OF LOT 15, IN BLOCK 6 OF SQUIRES ADDITION TO OLYMPIA, AS RECORDED IN VOLUME 3 OF PLATS, PAGE 93; ALSO THE EAST 68.00 FEET OF LOT 14, IN BLOCK 6 OF SQUIRES ADDITION TO OLYMPIA, AS RECORDED IN VOLUME 3 OF PLATS, PAGE 93;

Lot 4

PARCEL G OF BOUNDARY LINE ADJUSTMENT NO. BLA 21-0285 OL,
DESCRIBED AS FOLLOWS:

LOT 13, IN BLOCK 6 OF SQUIRES ADDITION TO OLYMPIA, AS RECORDED IN VOLUME 3 OF PLATS, PAGE 93; EXCEPTING THEREFROM THE WEST 2.00 FEET.

Lot 5

PARCEL I OF BOUNDARY LINE ADJUSTMENT NO. BLA 21-0285 OL,
DESCRIBED AS FOLLOWS:

LOT 12, IN BLOCK 6 OF SQUIRES ADDITION TO OLYMPIA, AS RECORDED IN VOLUME 3 OF PLATS, PAGE 93; EXCEPTING THEREFROM THE WEST 2.00 FEET.

Lot 6

PARCEL K OF BOUNDARY LINE ADJUSTMENT NO. BLA 21-0285 OL, DESCRIBED AS FOLLOWS:
LOT 11, IN BLOCK 6 OF SQUIRES ADDITION TO OLYMPIA, AS RECORDED IN VOLUME 3 OF
PLATS, PAGE 93; EXCEPTING THEREFROM THE WEST 2.00 FEET.

The parties desire to enter into this Agreement pursuant to the authority granted by Chapter 35.91 of the Revised Code of Washington and City of Olympia Municipal Code, whereby provisions are made for the reimbursement for costs to construct water or sewer facilities that an owner of real estate elects to install solely at the owner's expense. For an established period thereafter, any owner of real estate who did not contribute to the original cost of such facilities and who subsequently taps into or uses the same, is responsible for paying a fair pro rata share of the cost of construction of such facility.

NOW, THEREFORE, the parties agree as follows:

1. TRADEWINDS shall, at their own expense, construct a sanitary sewer main to be located as shown on Exhibit "A," attached.

Prior to the commencement of construction, TRADEWINDS shall submit to the City Engineer, detailed plans and specifications for the construction of such facility, which plans and specifications must be authorized by the City Engineer prior to the commencement of construction. Thereafter, said facilities shall be constructed by TRADEWINDS in accordance with the standards established by the CITY and in compliance with all rules and regulations of the CITY.

2. During the construction of said facility, the City Engineer or their representatives, shall have the right to make reasonable inspection of said facility to determine that it is being constructed in accordance with the plans and specifications as well as all standards established by the CITY. Upon the completion of said construction, TRADEWINDS shall submit to the CITY a detailed statement of the costs of said construction, which statement is attached hereto as EXHIBIT "B" and made a part of this Agreement. TRADEWINDS shall likewise submit to the City Engineer, such proof as the Engineer may require that TRADEWINDS has fully paid for all labor and materials used in connection with the construction of said facility. The City Engineer shall compute, from the statement of costs, any portion of the cost of construction due to oversizing at the request of the City
3. For reimbursement of services provided and administration of the aforementioned reimbursement, an application fee of \$1,943.00 shall be submitted concurrently with the review and approval of the Agreement documents.
4. Upon completion of the facility and upon the submission to the City Engineer of the information required in the immediately preceding paragraph, the City Engineer will inspect said facility, and upon approval and acceptance thereof, said

facility shall thereafter belong to and be the property of the CITY, and the CITY may thereafter charge for the use of such facilities such rates as it may be authorized by law to collect and shall likewise thereafter provide for the maintenance and operation of said facility, and the CITY shall pay to TRADEWINDS, in full and in cash, the sum computed by the City Engineer as that portion of the costs to be paid by the CITY.

5. This Agreement shall, upon completion and acceptance of the facility as hereinabove described, be recorded with the County Auditor of Thurston County, and be valid for a period of twenty (20) years (or longer provided the requirements of Chapter 35.91 RCW relating to Agreement extension is satisfied).
6. During the effective period of the Agreement, the CITY will collect the amount required to reimburse TRADEWINDS for the fair pro rata share for the cost of said construction for each property identified on EXHIBIT "A" The amount is to be computed in accordance with the formula set forth in EXHIBIT "B". All amounts so received by the City of Olympia shall be paid to TRADEWINDS or TRADEWINDS's assigns within sixty (60) days after receipt thereof, minus 5%, which will be deducted by the CITY for costs of administering the latecomer agreement, except where provided otherwise by law.
7. As provided for in RCW 35.91.020, Every two years from the date the Agreement is executed, TRADEWINDS must provide the CITY with information regarding the current Agreement name, address, and telephone number of the person, company, or partnership that originally entered into the Agreement.
8. TRADEWINDS shall indemnify, defend, and hold the City, its officers, officials, and employees harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the City's collection of latecomer fees pursuant to this Agreement.

In the event of the assignment by TRADEWINDS of any interest in this Agreement, TRADEWINDS shall provide written notice to the City of Olympia. All payments to be made by the CITY to TRADEWINDS under this Agreement shall be sent to the following address:

Tradewinds Investment Group LLC
4802 Thompson Lane SE
Olympia, WA 98513

or to such other address as TRADEWINDS may hereinafter direct in writing.

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the 10th day of June 2022, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Marty Burdick, to me known to be a Member of Tradewinds Investment Group, a Washington limited liability corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability corporation for the uses and purposes therein mentioned and on oath states that Marty Burdick is authorized to execute the said instrument.

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



Tiffani King
Signature
Tiffani King
Print Name
NOTARY PUBLIC in and for the State of
Washington
Residing at Thurston County
My appointment expires: 12-9-23

CITY OF OLYMPIA

By: _____
Steven J. Burney, City Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

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

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

Signature

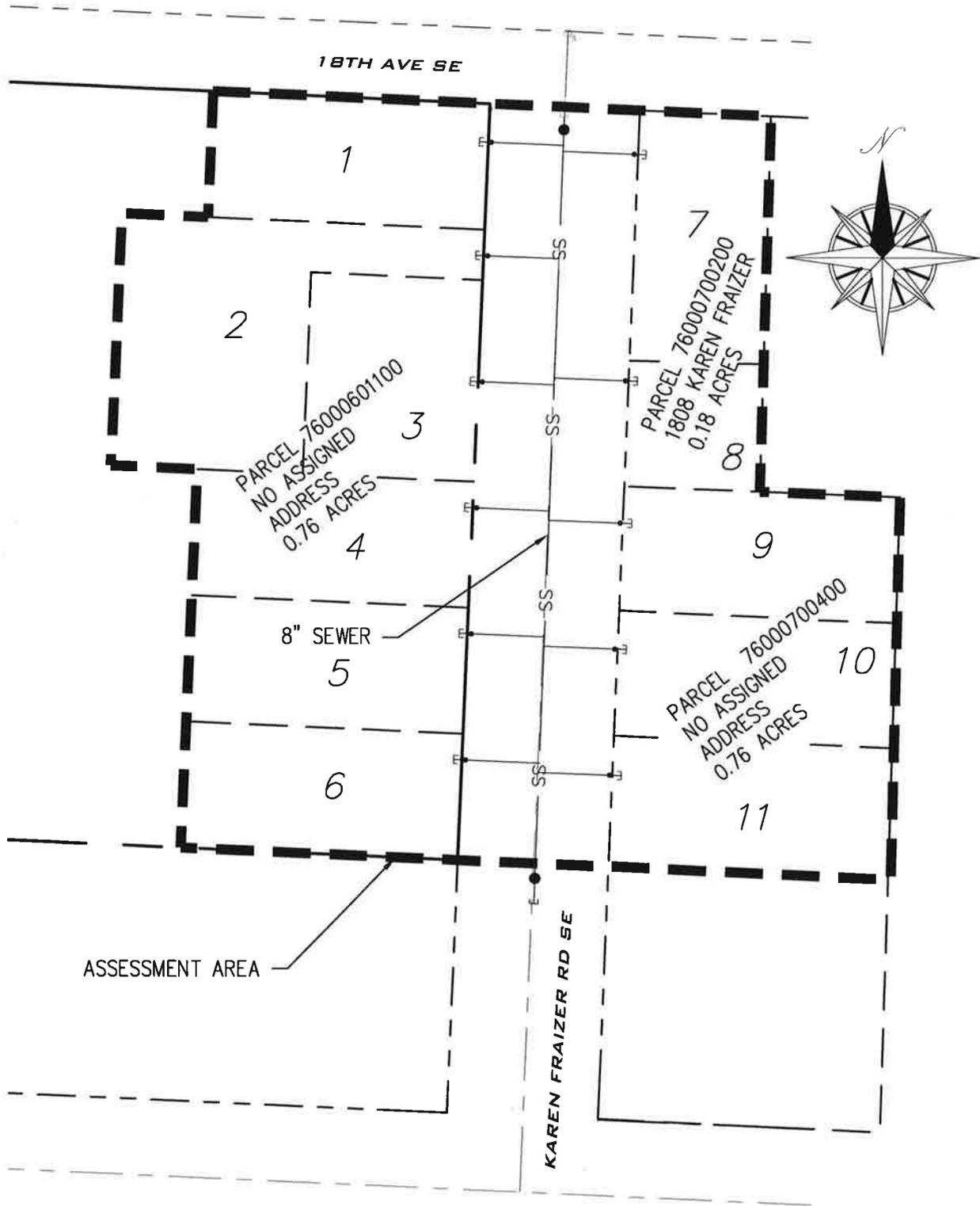
Print Name
NOTARY PUBLIC in and for the State of

Residing at _____
My appointment expires: _____

Approved as to Form:

Michael M. Young
Michael M. Young, Deputy City Attorney

EXHIBIT A



ASSESSMENT MAP

EXHIBIT B
KAREN FRAIZER SANITARY SEWER EXTENSION
LATECOMERS COSTS AND ASSESSMENT

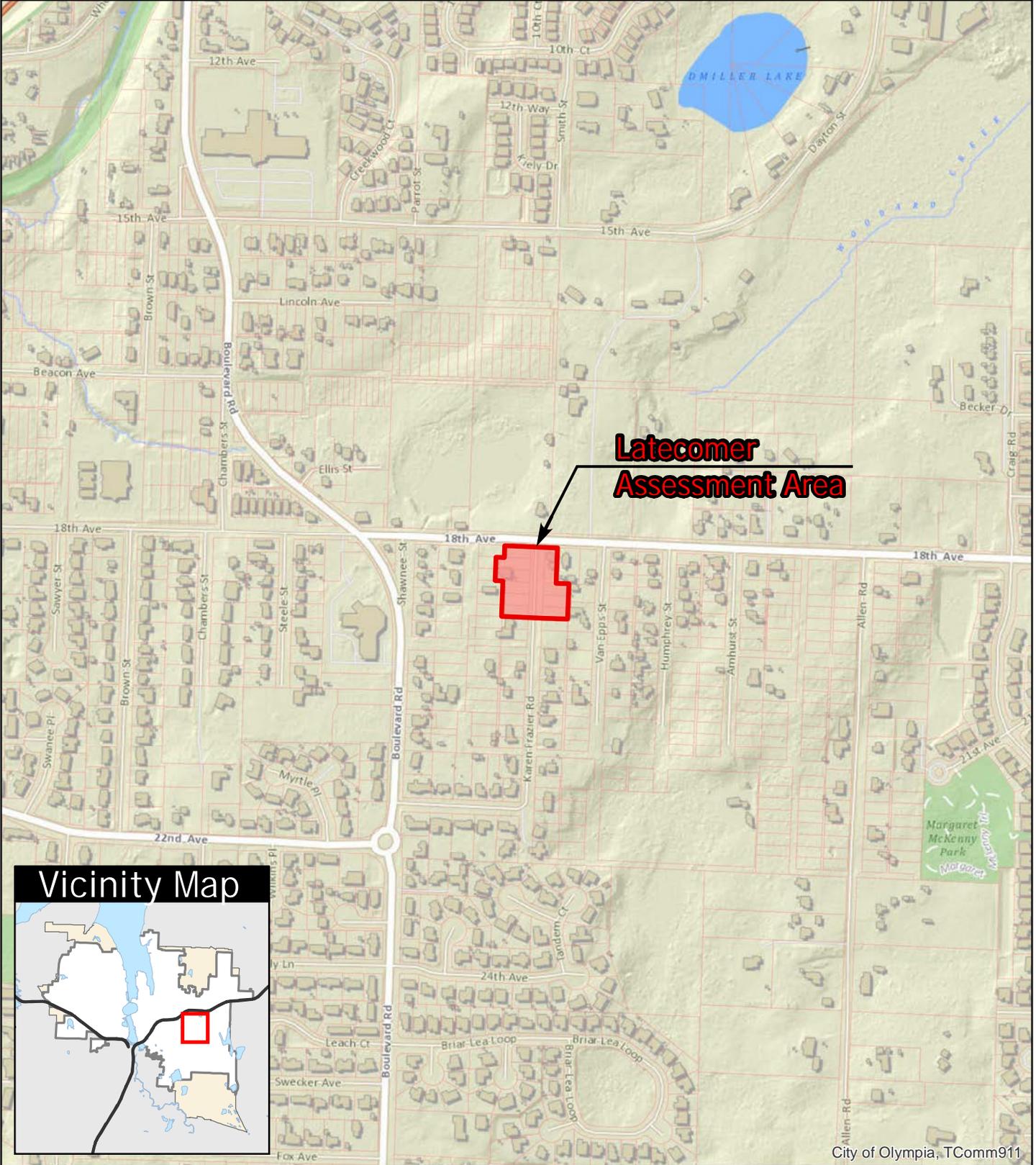
Construction Costs	\$225,117.26
<u>Engineering and Survey Costs</u>	<u>\$9,888.00</u>
Total Cost	\$235,005.26
Total lots	11
Cost Per lot connection	\$21,364.11

Assessed Properties (Parcel No. and Site Address)	Lot no.	Sewer Latecomer Connection Fee	5% City Admin Fee	95% Reimbursement
76000601100 No assigned address *	1	\$21,364.11	\$1,068.21	\$20,295.91
76000601100 No assigned address *	2	\$21,364.11	\$1,068.21	\$20,295.91
76000601100 No assigned address *	3	\$21,364.11	\$1,068.21	\$20,295.91
76000601100 No assigned address *	4	\$21,364.11	\$1,068.21	\$20,295.91
76000601100 No assigned address *	5	\$21,364.11	\$1,068.21	\$20,295.91
76000601100 No assigned address *	6	\$21,364.11	\$1,068.21	\$20,295.91
76000700200, 1808 Karen Fraizer Rd SE	7	\$21,364.11	\$1,068.21	\$20,295.91
76000700200, 1808 Karen Fraizer Rd SE	8	\$21,364.11	\$1,068.21	\$20,295.91
76000700400, No assigned address	9	\$21,364.11	\$1,068.21	\$20,295.91
76000700400, No assigned address	10	\$21,364.11	\$1,068.21	\$20,295.91
76000700400, No assigned address	11	\$21,364.11	\$1,068.21	\$20,295.91
Totals		\$235,005.26	\$11,750.26	\$223,255.00

*Developer's Parcel



KAREN FRAZIER RD SE - SEWER AND WATER EXTENSIONS LATECOMER ASSESSMENT AREA

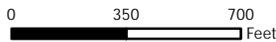


**Latecomer
Assessment Area**

City of Olympia, TComm911

Map Published 6/8/2022

For more information, please contact:
Community Planning & Development
Email: CPDInfo@ci.olympia.wa.us
Phone: 360.753.8314



This map is intended for 8.5x11" portrait printing.

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.



City Council

Approval of a Resolution Finding that Basic Life Support Transport Provided by Private Ambulance Services in Olympia is Inadequate and Approving the Issue of 60-day Notices to Make Improvements to Private Ambulance Services Operating Within Olympia

Agenda Date: 6/21/2022
Agenda Item Number: 4.J
File Number:22-0598

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

Title

Approval of a Resolution Finding that Basic Life Support Transport Provided by Private Ambulance Services in Olympia is Inadequate and Approving the Issue of 60-day Notices to Make Improvements to Private Ambulance Services Operating Within Olympia

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution finding that Basic Life Support Transport provided by private ambulance services in Olympia is inadequate; providing results of the City's study on the issue be published; and directing the City Manager to issue 60-day notices to make improvements to private ambulance services operating within Olympia.

Report

Issue:

Whether to approve a Resolution authorizing finding that Basic Life Support Transport provided by private ambulance services in Olympia is inadequate; providing results of the City's study on the issue be published; and directing the City Manager to issue 60-day notices to make improvements to private ambulance services operating within Olympia.

Staff Contact:

Mark John, Fire Chief, 360.753.8348

Todd Carson, Deputy Fire Chief, 360.753.8460

Annaliese Harksen, Deputy City Attorney, 360.753.8338

Presenter(s):

None - consent calendar item.

Background and Analysis:

The Olympia City Council received a presentation on May 24, 2022, regarding the Olympia Fire Department's concerns about private ambulance services transport availability degradation concurrent with an increase in total call volume, and its negative impact on Basic Life Support (BLS) service levels for Emergency Medical Services (EMS) resources to residents within the City of Olympia, but deferred the decision to June 21, 2022 to hear from emergency services partners regarding their concerns. The Olympia Fire Department engaged in dialogue with our response partners, including both regional private ambulance stakeholders, American Medical Response (AMR) and Olympic Ambulance. The intent of these conversations was to ensure questions were answered and to also understand any perceived concerns of a City BLS Transport program. On June 2nd, the Olympia Fire Department presented the BLS Transport Program proposal to the Thurston County Operations Committee. After answering several questions from the committee, a motion was called to vote for support of the proposal, it passed unanimously. Finally, on June 14th -15th, the Olympia Fire Department will present the BLS Transport Program proposal to both the City of Tumwater Public Safety Committee, and then to the Thurston County EMS Council. The Olympia Fire Department will be happy to share any concerns with the Olympia City Council that may arise as a result of these conversations.

The City engaged the professional services of FCS Group to study, analyze, and report, among other issues, the adequacy of BLS transport services within the City. FCS Group prepared and presented its report to the Finance Committee on April 20, 2022.

The Finance Committee found that BLS transport services within the City were inadequate and recommended that FCS Group's report and analysis be presented to the full Council at a regularly scheduled business meeting.

The proposed resolution finds basic life support transport provided by private ambulance services in Olympia to be inadequate, provides that the study of the issue shall be published, and directs 60-day notices be issued by the City Manager to private ambulance services operating within Olympia to make improvements meeting the generally accepted medical standards and reasonable levels of service required.

An internal BLS transport program would offer the following benefits to the City:

- Improved overall service levels to the community
- Offset program costs and generate revenue
- Reduction in response times
- Increase in unit availability
- Reduction of service maintenance on larger response apparatus
- Potential to improve the current WSRB rating from 2 to 1 (a higher rating), possibly resulting in decreased insurance premium

Neighborhood/Community Interests (if known):

The degradation in private ambulance services availability, along with an increase in total call volume for BLS transport services, has had a negative impact on service levels on the Olympia Fire Department's EMS services in the City of Olympia.

Options:

1. Approve the Resolution finding basic life support transport provided by private ambulance services in Olympia to be inadequate; providing that results of the City's study on the issue be published; and directing the City Manager to issue 60-day notices to make improvements to private ambulance services operating within Olympia.
2. Do not approve the Resolution finding basic life support transport provided by private ambulance services in Olympia to be inadequate; providing that results of the City's study on the issue be published; and directing the City Manager to issue 60-day notices to make improvements to private ambulance services operating within Olympia.
3. Direct staff to amend the Resolution finding basic life support transport provided by private ambulance services in Olympia to be inadequate; providing that results of the City's study on the issue be published; and directing the City Manager to issue 60-day notices to make improvements to private ambulance services operating within Olympia, and bring back to the City Council for future consideration.

Financial Impact:

Should the Olympia Fire Department move forward with implementing a new BLS Transport/CARES program, the estimated initial cost is \$4.1 million, and will include substantial insurance billing and State GEMT revenue to offset the expenditures realized in year two. Analysis completed by FCS Group shows that the programs should be able to fully recompense the initial \$4.1 million investment by year 2029 - 2031. There is no known financial impact related to approval of the Resolution.

Attachments:

Resolution
BLS Transport Analysis
Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, FINDING THAT BASIC LIFE SUPPORT TRANSPORT PROVIDED BY PRIVATE AMBULANCE SERVICES IN OLYMPIA IS INADEQUATE; THAT THE RESULTS OF THE CITY’S STUDY ON SAID ISSUE SHALL BE PUBLISHED; AND SIXTY (60)-DAY NOTICES SHALL BE ISSUED TO PRIVATE AMBULANCE SERVICES OPERATING WITHIN OLYMPIA TO MAKE IMPROVEMENTS TO MEET THE GENERALLY ACCEPTED MEDICAL STANDARDS AND REASONABLE LEVELS OF SERVICE REQUIRED

WHEREAS, the Olympia Fire Department is concerned of a degradation in private ambulance transport availability concurrent with an increase in total call volume, and its negative impact on Basic Life Support (BLS) service levels for Emergency Medical Services (EMS) resources to residents within the City of Olympia; and

WHEREAS, the City of Olympia, by and through the Olympia Fire Department, engaged the professional services of FCS Group to study and analyze, among other issues, the adequacy of BLS transport services within the City of Olympia; and

WHEREAS, FCS Group prepared and presented its report to the Finance Committee of the Olympia City Council on April 20, 2022; and

WHEREAS, the Finance Committee found that BLS transport services within the City of Olympia were inadequate, and recommended presentation be made to the full Council of FCS Group’s report and analysis at a regularly scheduled business meeting; and

WHEREAS, on May 24, 2022, FCS Group and the Olympia Fire Department made a report to the full Council, outlining the negative impacts of inadequate service levels by private ambulance transport services in the City of Olympia; and

WHEREAS, as a result of said study, report and analysis, the Olympia City Council finds a degradation in private ambulance transport availability has occurred; that this has happened concurrent with an increase in total call volume for BLS transport services, and that these events have had negative impacts on service levels for EMS resources in the City of Olympia; and

WHEREAS, the Olympia City Council further finds that private ambulance transport services have been delayed or unavailable to take calls for BLS transport in the City of Olympia, thus straining resources of the Olympia Fire Department and its EMS units; and

WHEREAS, the Olympia City Council hereby wishes to publish the results of the FCS Group’s report and to give private ambulance services operating within the City of Olympia the notice required by RCW 35.21.766(2) to meet generally accepted medical standards and reasonable levels of service;

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

1. The Olympia City Council hereby finds that private ambulance services in the City of Olympia is inadequate and is having a negative impact on the residents of Olympia. Further, the Council finds that inadequate private ambulance transport services are having a negative impact on resources of the Olympia Fire Department and its EMS units that is unacceptable due to delays and inability to respond to calls for service.
2. The Council hereby orders the study, analysis, and report conducted by FCS Group for the City of Olympia be immediately published on the City of Olympia's webpage for review by the public, and that the report also be available upon request by printed paper copies.
3. The Olympia City Council further orders that private ambulance services in the City of Olympia be given sixty (60) days' notice to meet generally accepted medical standards and reasonable levels of service as provided in RCW 35.21.766(2), and the City Manager is directed to send this notice to all private ambulance services operating within the City of Olympia.
4. The Council also orders that sixty (60) days following the aforesaid notice to private ambulance services, the Olympia Fire Department and FCS Group after further study and determination, shall report back to the Olympia City Council in an open public meeting whether private ambulance services within the City of Olympia are meeting generally accepted medical standards and reasonable levels of service.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

Date: May 18, 2022
 To: Chief Mark John, City of Olympia Fire Department
 From: Martin Chaw, Project Manager
 CC: Todd Chase, Principal
 Subject: **City of Olympia Feasibility Analysis – Basic Life Support Services**

In 2021, the City of Olympia Fire Department contracted with FCS GROUP to evaluate the feasibility of establishing a city-owned and operated Basic Life Support transport program.

RCW 35.21.766 authorizes a city to establish a publicly financed ambulance service if the city determines that it is not being adequately served by existing private ambulance services. The ambulance service may be financed through either establishment of a public ambulance utility, or financed through the City’s general fund.

FCS GROUP prepared an analysis to independently determine:

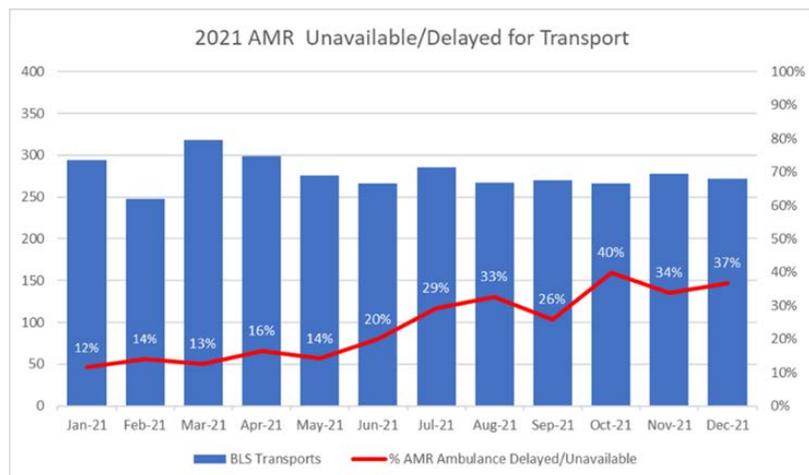
- 1) Does there exist a deficiency in the current delivery of BLS services?
- 2) Is creating a city-owned and operated BLS program feasible?

1) Does there exist a deficiency in the current delivery of BLS services?

Based on our analysis of data provided by the City’s Fire Department, current BLS service levels as measured by the delay or unavailability of BLS units, is deficient.

In 2021, there were approximately 3,400 ambulance transports. During this same year, the City experienced decreasing availability by private ambulance providers. As shown below, the percentage of time that AMR has been unavailable or delayed in transporting patients to local hospitals or emergency rooms increased from 12% at the beginning of 2021 to 37% by the end of 2021.

This has resulted in either increased on-scene times by City emergency response staff while awaiting arrival of Basic Life Support (BLS) units or the necessity of using the City’s emergency response vehicles to transport patients to the hospital. In either case, it means that the City’s emergency response units are unavailable to respond to other emergencies while they either await an AMR unit to arrive, or the emergency response unit is transiting a patient to the local hospital or emergency room.



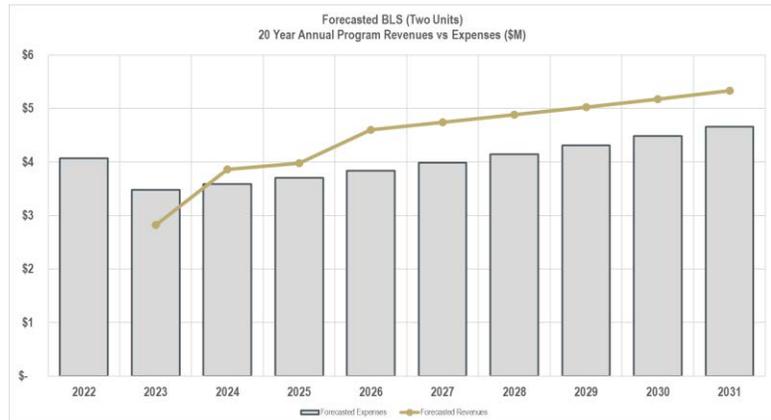
2) Is creating a city-owned and operated BLS program feasible?

Based on the financial analysis, creating a city owned and operated BLS program to address the current BLS service level deficiencies is feasible in the long-term.

FCS GROUP prepared a 10-year operational forecast and an analysis of a city-owned and operated BLS program. Based on the current assumptions and forecasted demand, we have determined that it is financially feasible for the City to create, own and operate a BLS program.

While the City can operate a one-unit or two-unit BLS program, a two-unit program is optimal as it would enable the City to:

- a) Fully respond to forecasted BLS calls for service;
- b) Improve services to the community; and
- c) Deploy its emergency response resources more efficiently and effectively.





Basic Life Support Transport Availability and Response



**Prepared for Olympia City Council
May 24, 2022**

Presenters:
Assistant Chief Mike Buchanan
Assistant Chief Kevin Bossard



When the 911 system is activated for a medical call, it is triaged one of two ways

- ALS or Advanced Life Support
 - Transport handled by Medic One assets

- BLS or Basic Life Support
 - Transport handled by private ambulance



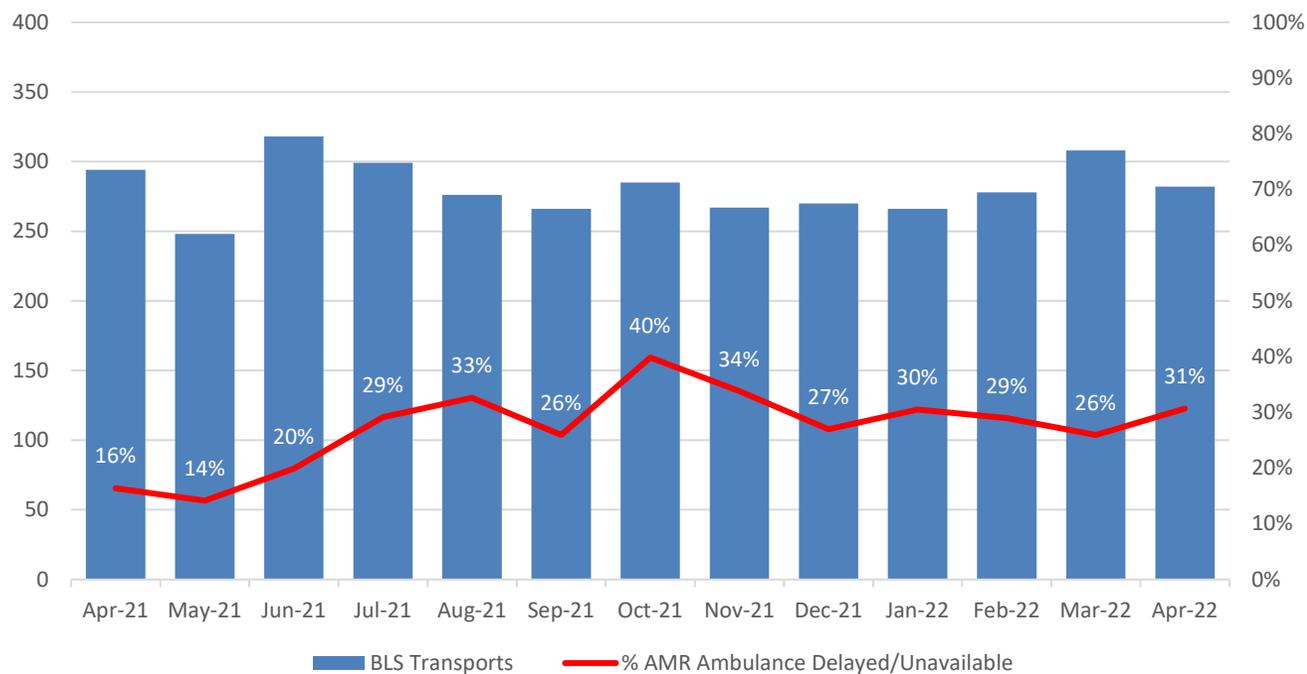
The Problem

- Decreasing availability by private ambulance services
 - Increasing on-scene times
- Decreased availability to handle concurrent emergency calls
 - Increased response times
- This problem is compounded by increased call volume
 - Increased demand on emergency response system



Private Transport Unavailability

2021-2022 AMR Unavailable/Delayed for Transport

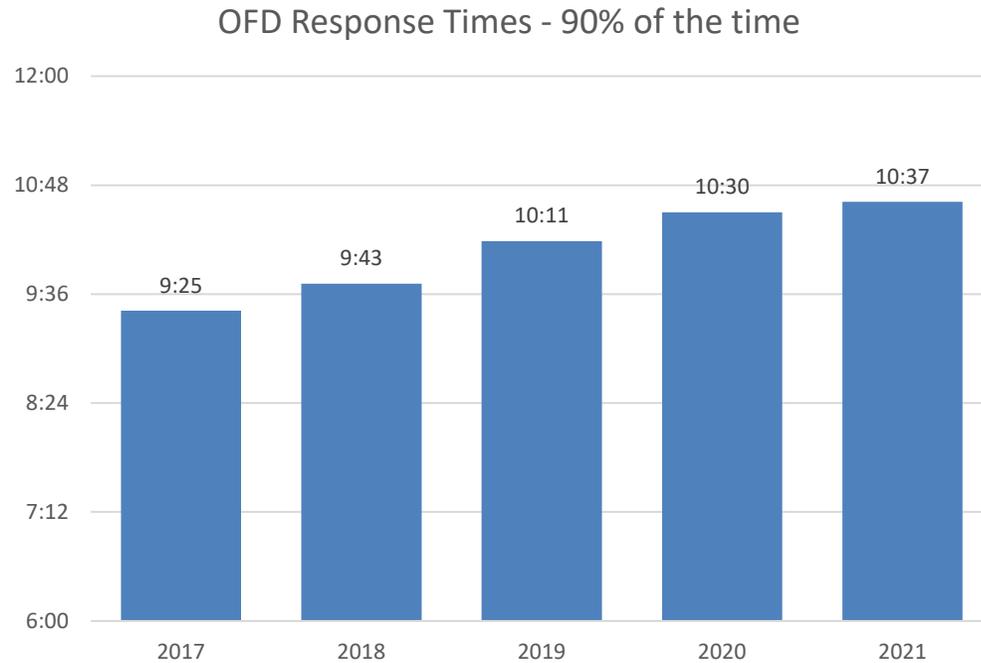


BLS Transports reflects a count of transports by AMR, Olympic, District 9, District 4. Percentage reflects transports where 'Type of Scene Delay' is indicated as Awaiting Ground Unit and Ground Unit Not Available



OFD Response Time Trends

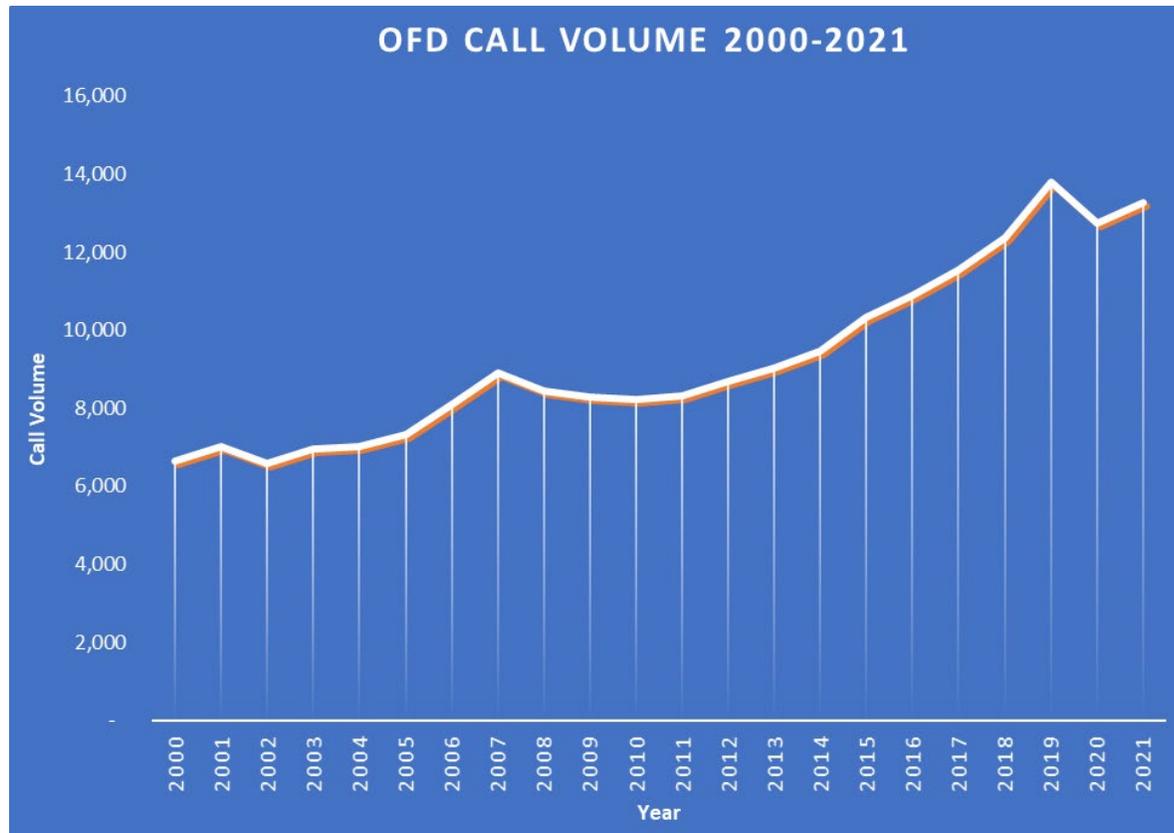
90% Response time graph 2017-2021



Response times in minutes and seconds from dispatch to arrival on scene. All apparatus and incident types.



OFD Call Volume Trends





Conclusion

- Private ambulance services are not meeting the demand
- Decreased ambulance availability results in increased response times to concurrent emergencies
- The combination of lack of private ambulance services and increased call volume is affecting our emergency response system



Thank You

Questions?





City Council

Approval of an Ordinance Amending Olympia Municipal Code Chapter 13.16 (Storm and Surface Water Management) Establishing a New Source Control Program for Existing Development

Agenda Date: 6/21/2022
Agenda Item Number: 4.K
File Number: 22-0579

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

Title

Approval of an Ordinance Amending Olympia Municipal Code Chapter 13.16 (Storm and Surface Water Management) Establishing a New Source Control Program for Existing Development

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on second reading, an Ordinance amending Olympia Municipal Code Chapter 13.16 (Storm and Surface Water Management).

Report

Issue:

Whether to approve to approve on second reading, an Ordinance amending Olympia Municipal Code Chapter 13.16 (Storm and Surface Water Management).

Staff Contacts:

Jeremy Graham, Associate Planner, Public Works/Water Resources, 360.753.8097

Jesse Barham, Environmental Services Supervisor, Public Works/Water Resources, 360.753.8164

Presenter:

None - Consent Calendar Item.

Background and Analysis:

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

Effectively managing stormwater pollution impacts from existing development and compliance with the City of Olympia's 2019-2024 Phase II Municipal Stormwater Permit requires an update to the municipal code.

The proposed Ordinance update requires the application of operational source control best management practices (BMPs) for pollutant-generating sources associated with existing land uses and activities. Proper implementation of source control BMPs on both public and private property will help reduce pollutants from entering local waterways and Puget Sound. BMPs examples include covering material stockpiles, cleaning work areas frequently, and preventing pollutants from encountering rainwater or runoff. Also included are edits to ensure code consistency with other sections and to protect water quality.

Neighborhood/Community Interests (if known):

Protecting local waterways from pollution is important to many community members and neighborhoods.

Options:

1. Approve an Ordinance on second reading, amending Olympia Municipal Code Chapter 13.16 (Storm and Surface Water Management). This will ensure compliance with the City's stormwater permit.
2. Approve the Ordinance, with specific modifications. Modifications may put permit compliance at risk depending on details altered.
3. Do not adopt the code amendments. Selecting this option creates a compliance violation of the City of Olympia's Phase II Municipal Stormwater Permit.

Financial Impact:

Indirect costs associated with implementation of a source control inspection program may result in the need for an additional 0.5 FTE and equipment in the future.

Attachment:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING OLYMPIA MUNICIPAL CODE CHAPTER 13.16 RELATING TO STORM AND SURFACE WATER MANAGEMENT

WHEREAS, the City of Olympia owns and operates a municipal separate storm sewer system (MS4); and

WHEREAS, pursuant to its National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit, the City of Olympia is required to develop a Source Control Program for Existing Development to effectively prohibit and prevent non-stormwater, illicit discharges into the City's MS4; and

WHEREAS, in order to satisfactorily complete this requirement, an ordinance allowing inspection, operational, and structural source control Best Management Practices (BMPs), and escalating enforcement elements is to be adopted and made effective by August 1, 2022; and

WHEREAS, City staff have drafted proposed amendments to Olympia Municipal Code (OMC) Chapter 13.16 – Storm and Surface Water Management in order to meet the requirements of the NPDES Municipal Stormwater Permit (the Proposed Amendments); and

WHEREAS, this Ordinance is consistent with the City of Olympia Comprehensive Plan policy to require prevention and treatment practices for businesses and land uses that have the potential to contaminate stormwater; and

WHEREAS, this Ordinance is consistent with the City of Olympia Comprehensive Plan policy to improve programs and management strategies designed to prevent and reduce contamination of runoff and other sources of stormwater; and

WHEREAS, this Ordinance is consistent with the City of Olympia Comprehensive Plan policy to inspect private and public stormwater systems to identify required maintenance and repairs; and

WHEREAS, this Ordinance meets the goals and requirements of the Growth Management Act; and

WHEREAS, the City Council is concerned about protecting the water quality of local surface waters, Puget Sound, freshwater ecosystems, and marine life, such as Orca, salmon, and shellfish; and

WHEREAS, the City Council hereby approves the Proposed Amendments as required by the City's NPDES Municipal Stormwater Permit;

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

Section 1. Amendment of OMC 13.16. Olympia Municipal Code Chapter 13.16 is hereby amended to read as follows:

Chapter 13.16

STORM AND SURFACE WATER MANAGEMENT

13.16.000 Chapter Contents

Sections:

- 13.16.005 Purpose.
- 13.16.007 Stormwater Management Program.
- 13.16.010 Definitions.
- 13.16.015 Water quality standards.
- 13.16.017 Drainage Design and Erosion Control Manual – Adopted.
- 13.16.018 Drainage Design and Erosion Control Manual – Provisions to prevail in event of conflict.
- 13.16.020 Permit required.
- 13.16.030 Prohibited uses of the storm drainage system.
- 13.16.040 Discharge or connection to the storm drainage system.
- 13.16.045 Pollution prevention requirements.
- 13.16.050 Storm drainage service charges.
- 13.16.060 Provision of abutting storm drainage system facilities.
- 13.16.070 Payment for connection to the MS4.
- 13.16.080 Stormwater general facilities charges.
- 13.16.090 Reduction in storm drainage service charge for impervious surface, flow control, stormwater treatment or low impact development.
- 13.16.120 Billing date.
- 13.16.130 Adjustment of charges and appeals.
- 13.16.140 Lien for delinquent charges.
- 13.16.150 Right of entry for inspection, code enforcement, and repair.
- 13.16.160 Authority to maintain, operate, regulate and control the utility.
- 13.16.170 Stormwater facility maintenance.
- 13.16.175 Conflicts.
- 13.16.180 Enforcement – Civil and Criminal Penalties – Public Nuisance.

13.16.005 Purpose

Stormwater runoff poses a potential hazard to the health, safety, and welfare of the residents of Olympia, their property, and the environment. The purpose of the City of Olympia’s Storm and Surface Water Utility is to protect public and environmental health by collecting stormwater runoff and either infiltrating or conveying it to streams, rivers, and Puget Sound with the aim of reducing the frequency and severity of flooding; ~~improving water quality, and protecting, enhancing, and restoring~~ and to protect, enhance, and restore aquatic habitat and water quality. The Storm and Surface Water Utility operates a municipal separate storm sewer system (MS4) that is regulated under the federal Clean Water Act, 33 U.S.C. §1251 et seq. and the state Water Pollution Control Act, ~~RCW chapter 90.48 RCW.~~ As required by those laws, the ~~city~~City holds coverage under the Western Washington Phase II Municipal Stormwater Permit (MS4 Permit). The Storm and Surface Water Utility also conducts ~~a number of several~~ programs and activities required by the MS4 Permit, including a Stormwater Management Program. The purpose of this chapter is to regulate and control stormwater runoff; prevent pollution from entering the MS4, local surface waters, and Puget Sound; and to ensure compliance with the MS4 Permit, including the Stormwater Management Program. Storm drainage service charges are assessed to fund the work of the Utility, including the operation, maintenance, and improvement of the MS4, and the Stormwater Management Program.

13.16.007 Stormwater Management Program

The Director of Public Works, or the Director of Public Works’ designee, is authorized and directed to prepare a Stormwater Management Program Plan, in accordance with the MS4 Permit. The Stormwater Management Program Plan provides a set of actions and activities designed to reduce the discharge of

pollutants from the MS4 to the maximum extent practicable, and comprising the components required by the MS4 Permit, and any additional actions necessary to meet the requirements of applicable Total Maximum Daily Load requirements. A copy of the Stormwater Management Program Plan shall ~~must~~ be kept on file in the offices of the City Clerk and the Public Works Department and made available on the City's website.

13.16.010 Definitions

The following words, when used ~~herein in this chapter and in OMC 4.24.010 B,~~ shall have the following meanings, unless the context clearly indicates otherwise:

A. "Best management practice" or "BMP" means a schedule of activities, prohibition of practices, maintenance procedure, managerial practice, or structural features that when used singly or in combination prevents or reduces the release of pollutants and other adverse impacts to waters of Washington State.

B. "Billing unit" means the same as "equivalent residential unit", ~~two thousand eight hundred eighty-two~~ 2,882 feet of impervious surface development on a parcel.

~~C. "Combined sewer" means a system that collects sanitary sewage and stormwater in a single sewer system.~~

~~D.~~ "Conveyance" means any catch basin, pipe, culvert, curb, gutter, ditch, swale, human-made channel, storm drain, or road that conveys or collects stormwater.

~~E.~~ "Developed" means, with respect to a parcel, any parcel ~~which that~~ has been altered from a natural state with or without a permit from the ~~city~~ City. This includes clearing, grading, or filling, whether or not that work accompanies excavation and construction.

~~F. "Drainage Design and Erosion Control Manual," or "the Manual" means the document adopted in Section OMC 13.16.017.~~

~~G.~~ "Duplex parcel" means a parcel which has been developed and constructed for the purpose of providing habitat for two-family dwelling units on a single property parcel and has been and continues to be used solely for that purpose.

~~H.~~ "Flow control" means a facility designed to mitigate the impacts of increased stormwater runoff flow rates generated by development. Flow control facilities are best management practices specified in ~~Volume III of the~~ Drainage Design and Erosion Control Manual that are engineered to meet the flow control standards of Core Requirement #7 specified in ~~Volume I of the~~ Drainage Design and Erosion Control Manual.

~~I.~~ "Flow control exempt" means a nonresidential parcel that is exempt from the flow control standards of Core Requirement #7 in ~~Volume I of the~~ Drainage Design and Erosion Control Manual.

~~J.~~ "Illicit connection" means any human-made conveyance that is connected to a municipal separate storm sewer without a permit, excluding roof drains and other similar type connections. Examples include ~~but are not limited to~~ sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly to the municipal separate storm sewer system.

~~K.~~ "Illicit discharge" means any direct or indirect non-stormwater discharge to the storm drainage system, except as expressly allowed by this chapter.

~~L.~~ "Impervious surface" means a non-vegetated surface area which (1) either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development, or (2) causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under

natural conditions prior to development. Common impervious surfaces include, ~~but are not limited to,~~ roof tops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads and parking areas, packed earthen materials, and oiled, macadam, or other surfaces which similarly impede the natural infiltration of stormwater.

MK. "Low impact development" means one or more best management practices or facilities that are specified in ~~Volumes III and V of the~~ Drainage Design and Erosion Control Manual that are engineered to meet the low impact development standards of Core Requirement #5 specified in ~~Volume I of the~~ Drainage Design and Erosion Control Manual.

NL. "Municipal separate storm sewer system" or "MS4" means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains, and including a system that collects sanitary sewage and stormwater in a single, combined sewer system):

- a. Owned or operated by the City; and
- b. Designed or used for collecting or conveying stormwater.

The municipal separate storm sewer system does not include combined sewers or a publicly owned treatment works used in treatment of municipal sewage or industrial wastes of a liquid nature.

OM. "MS4 Permit" means the National Pollutant Discharge Elimination System and State Waste Discharge General Permit, commonly known as the Western Washington Phase II Municipal Stormwater Permit, issued by the Department of Ecology and periodically re-issued.

PN. "Nonresidential parcel" means a parcel which has been developed for any purpose other than a single-family dwelling unit or duplex and includes, among others, all multifamily apartments and condominiums with three or more units and all property owned by governmental and nonprofit entities.

QO. "Non-stormwater discharge" means any discharge to the storm drainage system that is not composed entirely of stormwater.

RP. "Owner" has the meaning given in OMC ~~1.04.010.K~~ 1.04.010(K) In addition, for purposes of this chapter, "owner" includes a person that controls a parcel on behalf of a parcel's owner.

SQ. "Parcel" means any area of land within the City of Olympia which is deemed a distinct property as identified by the county assessor, whether or not the parcel is considered taxable.

TR. "Single-family residential parcel" means a parcel ~~which that~~ has been developed and constructed for the purpose of providing a habitat for a single-family dwelling unit with or without an accessory dwelling unit, and has and continues to be used solely for that purpose.

US. "Source control" means preventing pollutants from contacting and entering stormwater runoff.

VT. "Source control BMP" means structures or operations that are intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants. Source control BMPs are separated into two types. Structural source control BMPs are physical, structural, or mechanical devices or facilities that are intended to prevent pollutants from entering stormwater. See the Drainage Design and Erosion Control Manual for details.

U. "Storm drainage system" means all manmade and natural systems that are used for the collection, conveyance, and disposal of stormwater. The storm drainage system may include lands outside of the ~~city~~ City, but such lands will only be subject to this code when they are annexed to the ~~city~~ City or by interlocal agreement with the governmental entity in which the property is located. The storm drainage

system includes the MS4; all stormwater facilities; appurtenances; wetlands; streams, whether intermittent or perennial; ponds; lakes; creeks; rivers; tidelands; or outfalls subject to stormwater runoff from the land area of the ~~city~~City or from property covered by an interlocal agreement.

V. "Stormwater" means that portion of precipitation, including snowmelt, that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes, or other conveyance into a receiving water or storm drainage system.

W. "Stormwater facility" means one or more constructed or natural features, other than the MS4, that collect, convey, channel, hold, inhibit, retain, detain, infiltrate, divert, treat, or filter stormwater. Stormwater facilities include, but are not limited to, conveyances, detention ponds, retention ponds, constructed wetlands, infiltration devices, catch basins, oil/water separators, and biofiltration swales.

X. "Stormwater treatment" means one or more best management practices or facilities that are specified in ~~Volume V of the Drainage Design and Erosion Control Manual~~ to remove pollutants from stormwater and engineered to meet the treatment standards in Core Requirement #6 specified in ~~Volume I of the Drainage Design and Erosion Control Manual~~.

Y. "Undeveloped parcel" means any parcel ~~which that~~ has not been altered from its natural state by logging, clearing, or grading since 1996, or by filling, excavation, or construction at any time.

Z. "Utility" means the City of Olympia's storm and surface water utility, which operates and maintains storm or surface water conveyances and facilities or outfalls for such waters and the rights and interests in other properties relating to the system.

13.16.015 Water quality standards

The City of Olympia hereby adopts by reference the water quality standards established under the authority of chapter 90.48 RCW and contained within chapter 173-201A WAC as written as of the effective date of this ordinance or thereafter amended.

13.16.017 Drainage Design and Erosion Control Manual – Adopted

~~A certain document entitled The City of Olympia Drainage Design and Erosion Control Manual for Olympia, 2016 Edition ("the Manual"), as amended and updated, is adopted by reference as though fully set forth herein in this chapter. One copy of the Manual is to~~ must be placed and held in the office of the director of administrative services for the city City Clerk and be available to the public.

13.16.018 Drainage Design and Erosion Control Manual – Provisions to prevail in event of conflict

The provisions of the Drainage Design and Erosion Manual adopted in ~~Section OMC 13.16.017~~ shall control and prevail over any provisions of current ordinances, development standards, and/or policies insofar as a conflict may occur.

13.16.020 Permit required

Before stormwater may be discharged to any part of the storm drainage system, the owner of the parcel on which the stormwater is generated shall apply to the ~~city department of community planning and development~~ Community Planning and Development Department for an engineering permit. The issuance of and terms and conditions to be attached to said permit shall ~~be~~ is governed by the Manual.

13.16.030 Prohibited uses of the storm drainage system

No one may discharge or cause to be discharged any materials of any kind into the MS4, except stormwater, clean groundwater, and clean city potable water with chlorine concentrations less than 0.1 ppm.

This prohibition does not include:

1. Water from emergency ~~fire-fighting~~ firefighting activities.
2. Non-stormwater discharges covered by a National Pollutant Discharge Elimination System (NPDES) permit, provided the discharger is in full compliance with all requirements of the permit.
3. Air conditioning condensation.
4. Irrigation water from agricultural sources that is commingled with urban stormwater.
5. Springs.
6. Uncontaminated water from crawl space and basement pumps.
7. Discharges from lawn watering and other irrigation runoff, unless the discharges or other runoff are of water from the ~~city~~City's water supply system that has been wasted in violation of OMC 13.04.080.
8. Dechlorinated swimming pool, spa, and hot tub discharges. The discharges must be dechlorinated to a total residual chlorine concentration of 0.1 ppm or less, pH-adjusted and reoxygenized if necessary, volumetrically and velocity controlled to prevent resuspension of sediments in the MS4. Discharges ~~shall~~must be thermally controlled to prevent an increase in temperature of the receiving water. Swimming pool cleaning wastewater and filter backwash ~~shall~~may not be discharged to the MS4.
9. Uncontaminated pumped groundwater.
10. Street and sidewalk wash water when the surfaces are swept prior to washing, detergents are not used, and water use is minimized.
11. External building wash water when detergents are not used and water use is minimized.
12. Water used to control dust when water use is minimized.
13. Other non-stormwater discharges that are in compliance with the requirements of a pollution prevention plan that addresses control of such discharges and is approved by the Director.

13.16.040 Discharge or connection to the storm drainage system

A. All stormwater facilities that discharge to the storm drainage system ~~shall~~must be inspected by the ~~department of public works~~Public Works Department prior to final approval or occupancy to ensure proper installation of such stormwater facilities.

B. The construction, use, maintenance, or continued existence of illicit connections to the MS4, is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. A person is in violation of this chapter when that person connects a line conveying sewage to the MS4, or allows such a connection to continue.

C. If, after notice and opportunity to cure as provided in OMC 4.44.030, the owner does not abate the illicit connection(s) as directed by the ~~city~~City, the ~~city~~City ~~shall have the authority to~~may abate such connection(s) and bill the owner for all reasonable costs. Any delinquent payments ~~shall~~constitute a lien on the parcel.

D. If the discharge is occurring from a vehicle, trailer, or other mobile equipment or a vehicle, trailer, or other mobile equipment is blocking access to any public facility for testing and cleanup of a discharge, the vehicle or equipment is subject to being tagged by Parking or Code Enforcement staff and a warning issued to the owner, agent, lessee, or other person occupying or having charge or control of the

equipment or vehicle requiring access to said public facility that may be blocked immediately. Failure to do so may result in removal by the City at the owner's expense and will be a violation per OMC 13.16.180 and subject to OMC 10.16.030.

13.16.045 Pollution prevention requirements

A. Any person, business, or entity storing or using materials containing contaminants in any manner that may result in a prohibited discharge shall implement the source control BMPs described in the Drainage Design and Erosion Control Manual.

B. Any person operating a facility or performing an activity described in the Drainage Design and Erosion Control Manual shall implement the source control BMPs described therein for the facility or activity.

C. Full implementation of all stormwater BMPs required by an NPDES industrial stormwater permit or State Waste Discharge Permit constitutes compliance with this section.

D. Full implementation of the source control BMPs described in subsections A through C of this section constitutes the minimum required actions an owner, occupant, or operator of real property must take toward preventing prohibited discharges from the real property. Full implementation of the BMPs required by this section does not exempt a person from also complying with any other requirement of this chapter.

E. Technical assistance and education may be provided by stormwater staff.

F. If an illicit discharge occurs through failure to implement effective BMPs, the City may take enforcement action as described in OMC 13.16.180.

13.16.050 Storm drainage service charges

A. A storm drainage service charge is imposed on every parcel, including vacant parcels, within the ~~city~~City and the owner(s) thereof, except for the following:

1. Undeveloped parcels.
2. City streets, roads, alleys, and rights-of-way. All such streets, roads, alleys, and rights-of-way collect and convey stormwater to the storm drainage system, the value of which is equal to the storm drainage service charge that would otherwise be imposed.
3. State of Washington highways, so long as the State of Washington maintains, constructs, and improves all conveyances associated with such highways in conformance with all ~~city~~City standards, including standards ~~hereafter~~established after the effective date of this ordinance, at no cost to the ~~city~~City.
4. Other streets (excluding driveways and parking areas) not dedicated to the ~~city~~City, but established with a separate right-of-way tract, so long as the owner(s) constructs, maintains, and improves all conveyances and stormwater facilities associated with such streets (except for the streets themselves) in conformance with all ~~city~~City standards in effect as of 2017, or later, at no cost to the ~~city~~City.

B. The storm drainage service charges are set forth in the schedule in OMC ~~Section 4.24.010~~.

13.16.060 Provision of abutting storm drainage system facilities

Whenever a parcel is developed, the applicable development permit ~~shall~~must require the owner(s) to construct that portion of the MS4 abutting said parcel in accordance with the ~~city's~~City's comprehensive

plan and applicable development policies and standards for stormwater. Provided that the ~~department of public works~~Public Works Department shall establish policies and procedures for applying local improvement districts, latecomers agreements, and city~~City~~ participation.

13.16.070 Payment for connection to the MS4

The owner(s) of a parcel shall pay all costs of connecting to the MS4. This obligation ~~shall be~~is in addition to any permit fee or other storm drainage service charges assessed pursuant to this chapter.

13.16.080 Stormwater general facilities charges

A. In recognition of the city~~City~~'s investment in the MS4, each applicant for a development permit who will discharge into the MS4 shall pay a MS4 general facilities charge ("MS4 GFC") in an amount as set forth in Title 4 of this code at the time of issuance of a building or engineering permit.

B. In recognition of the city~~City~~'s investment in stormwater water quality treatment, each applicant for a development permit who will connect to city~~City~~ streets shall pay a water quality general facilities charge ("Water Quality GFC") in an amount as set forth in Title 4 of this code at the time of issuance of a building or engineering permit.

C. All monies collected from the MS4 GFC ~~will~~must be deposited in an account to be used for the capital improvements program of this utility.

13.16.090 Reduction in storm drainage service charge for impervious surface, flow control, stormwater treatment or low impact development.

A. Nonresidential Parcels. An owner may submit to the ~~department of public works~~Public Works Department an application for reduction in the storm drainage service charge that includes proof of the quantity of impervious surface or proof that a stormwater facility approved by the city~~City~~ is providing flow control or stormwater treatment consistent with the definition provided in ~~Section 13.16.010.H or Section 13.16.010.X~~OMC 13.16.010(H) or OMC 13.16.010(X) or fully utilizes low impact development consistent with the definition provided in Section 13.16.010.M OMC 13.16.010(M)) or is located in a flow control exempt area as defined in OMC 13.16.010(I) ("Application"). The owner ~~must, prior to approval of a reduction, execute an approved agreement to maintain the stormwater facility prior to approval of a reduction.~~ After reviewing an Application~~application~~ and inspecting the stormwater facility, if deemed appropriate, the ~~director~~Director may approve a reduction in the storm drainage service charge for the parcel or parcels receiving flow control or stormwater treatment, ~~or fully using low impact development as provided in Section OMC 4.24.010(4), or located in a flow control exempt area as provided in OMC 4.24.010(4) of this code.~~ That reduction will be accomplished by reducing the rate category of the affected parcel as appropriate and calculating storm drainage service charges accordingly.

B. If the city~~City~~ approves a reduction in the storm drainage service charge for a parcel or parcels and later determines that the stormwater facility for such parcel or parcels is not providing flow control or stormwater treatment or is not fully using low impact development, the city~~City~~ may reduce or revoke the reduction.

13.16.120 Billing date

The monthly or bimonthly billing date for the storm drainage service charges ~~shall~~must coincide with the billing date for the other city~~City~~ utilities, except that the owner(s) of parcels that do not receive services from other city~~City~~ utilities ~~shall~~must be billed on the date established by the ~~director of administrative services~~Finance Director as set forth in Chapter 4.24 of this code.

Except as otherwise provided ~~herein~~in this chapter, all monies collected by the utility ~~shall~~must be deposited in the storm and surface water utility fund which was established under ~~Section OMC 3.22.030 of the Olympia Municipal Code.~~

13.16.130 Adjustment of charges and appeals

Any person who considers that the charges established for their parcel are in error may apply in writing to the ~~public~~ ~~Public works~~ ~~Works department~~ ~~Department~~ for an adjustment. The complainant shall explicitly state the grounds of the complaint ~~shall be explicitly stated in the written complaint~~. The ~~public~~ ~~Public works~~ ~~Works department~~ ~~Department~~ shall review each complaint and respond to it in writing. The ~~Public Works Department shall forward~~ A copy of the response shall be forwarded to the complainant and the department of administrative services.

13.16.140 Lien for delinquent charges

The ~~city~~ City shall ~~have~~ has a lien against parcels to which storm drainage service charges have been assessed, which lien shall be in the amount of the charges due and owing.

13.16.150 Right of entry for inspection, code enforcement and repair

Whenever necessary to make an inspection to enforce any provision of this chapter, or whenever there is reasonable cause to believe there exists a violation of this chapter upon a parcel within the jurisdiction of the ~~city~~ City, any authorized official of the ~~city~~ City may, upon presentation of proper credentials and consent of any owner or occupant, enter such parcel at all reasonable times to inspect the same or to perform any duty imposed upon him or her by this chapter. If no owner or occupant consents to entry, the official may apply to any court of competent jurisdiction for an order allowing such entry.

13.16.160 Authority to maintain, operate, regulate and control the utility

The ~~city~~ City elects to exercise all lawful powers necessary to maintain, operate, regulate, and control a storm and surface water utility as it exists and may be modified in the future.

13.16.170 Stormwater facility maintenance

Parcel owners shall inspect all stormwater facilities located on their parcels and maintain the facilities in accordance with the Manual, so they function as designed.

If the ~~city~~ City determines that maintenance or repair is required for a stormwater facility on a parcel not owned by the ~~city~~ City, the ~~city~~ City shall notify the owner of the parcel of the specific maintenance or repair required. The ~~city~~ City shall set a reasonable time in which such work is to be completed by the person given notice. The owner shall complete the maintenance or repair within the time for completion established by the City. If the required maintenance or repair is not completed within the time set, the ~~city~~ City will notify the owner that the ~~city~~ City intends to perform the maintenance or repair and to bill the owner for the expenses incurred. The expenses charged to the owner shall become a charge on the owner's storm drainage service charge bill and may be collected by the ~~city~~ City in the manner authorized for collection of such bills.

If at any time the ~~city~~ City determines that a stormwater facility on private property creates an imminent threat to public health or welfare, the ~~city~~ City may take immediate measures to remedy such threat, without providing notice to the owner.

13.16.175 Conflicts

If any provision of any other chapter of the Olympia Municipal Code, including Title 18, Unified Development Code, conflict with this chapter, that which provides more environmental protection applies, unless specifically provided otherwise in this chapter.

13.16.180 Enforcement – Civil and criminal penalties – Public nuisance

A. The Code Enforcement Officer shall enforce the provisions of this chapter.

B. ~~It shall be~~ is a civil infraction for any person to violate or fail to comply with the provisions of ~~Olympia Municipal Code Sections OMC 13.16.017, OMC 13.16.020, OMC 13.16.030, OMC 13.16.040, and OMC 13.16.170.~~ Each day shall be in which the person violates or fails to comply with these provisions is a

separate infraction. A person found to have committed a civil infraction ~~shall~~must be assessed a monetary penalty as follows:

1. First offense: Class 3 (\$50), not including statutory assessments.
2. Second offense arising out of the same facts as the first offense: Class 2 (\$125), not including statutory assessments.
3. Third offense arising out of the same facts as the first offense: Class 1 (\$250), not including statutory assessments.

See also ~~OMC Chapter 4.44~~ chapter 4.44 OMC, Uniform Code Enforcement.

C. As a separate and concurrent remedy, any person who violates or fails to comply with ~~Section OMC 13.17.170~~ shall be liable to the ~~City~~City for the actual expense of maintenance or repair.

D. It ~~shall be~~ a public nuisance to violate or fail to comply with any of the following sections of this chapter: OMC 13.16.017, OMC 13.16.020, OMC 13.16.030, and OMC 13.16.040.

E. In cases resulting in a violation of the MS4 Permit requirements, particularly those resulting from negligence or knowingly violating this chapter, a person, business, or both, may be referred to the Washington State Department of Ecology for further enforcement, in addition to any enforcement actions taken by the City.

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

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

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

Section 5. Effective Date. This Ordinance will be effective 30 days after passage and publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of an Ordinance to Vacate a Portion of East Bay Drive

Agenda Date: 6/21/2022
Agenda Item Number: 4.L
File Number:22-0580

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

Title

Approval of an Ordinance to Vacate a Portion of East Bay Drive

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on second reading, an Ordinance to vacate a portion of East Bay Drive.

Report

Issue:

Whether to approve on second reading, an Ordinance to vacate a portion of East Bay Drive.

Staff Contact:

Kris Horton, PLS, City Surveyor, Public Works Engineering, 360.753.8389

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

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

A property owner adjacent to East Bay Drive requests the City initiate the process to abandon a portion of East Bay Drive adjacent to the northeast corner of their parcel at 1929 East Bay Drive. The additional property is already being used by the parcel owner as yard and is a portion of East Bay Drive that was overlooked in previous street vacations from 1912 (Ordinance No. 1211) and 1982 (Ordinance No. 4363), which created an area which is not used as right-of-way.

On May 24, 2022, a Public Hearing was held, and Council directed staff to draft a Vacation Ordinance for Council approval. City staff reviewed the request using the criteria outlined in Olympia Municipal Code Section 12.16.100.

Staff recommends approval of the partial street vacation with the requirement that the property owner

make payment of one-half appraised value to the City.

Neighborhood/Community Interests (if known):

The Public Hearing provided an opportunity for Council to hear comments from the community regarding the requested vacation. No public testimony was received during the hearing.

Options:

1. Approve on second reading, an Ordinance to vacate a portion of East Bay Drive. This option allows the vacation to occur.
2. Approve on second reading, with additional conditions desired by Council, an Ordinance to vacate a portion of East Bay Drive.
3. Do not approve an Ordinance to vacate a portion of East Bay Drive. The City right-of-way will remain.

Financial Impact:

The applicant will be required to pay \$6,681.85, which is one-half of the appraised value of the property to be vacated, before the vacation takes effect.

Attachments:

Ordinance (first reading)

Ordinance (second reading)

Vicinity Map

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON VACATING A PORTION OF EAST BAY DRIVE AS A PUBLIC THOROUGHFARE

WHEREAS, the Olympia City Council adopted Resolution No. M-2323 on April 25, 2022, setting a public hearing to allow public comment relating to a petition to vacate a portion of East Bay Drive as a public thoroughfare; and

WHEREAS, as required by OMC 12.16.050, written notice of the proposed vacation and public hearing was posted at Olympia City Hall, posted on site, and mailed to all property owners abutting and within 300 feet of the boundaries of the rights-of-way to be vacated; and

WHEREAS, a public hearing was held by the Olympia City Council on said petition on May 24, 2022, at the City Council's regular 7:00 p.m. business meeting; and

WHEREAS, the City has received no comments objecting to the vacation from utility providers regarding this vacation; and

WHEREAS, the Public Works Department has indicated the property has no known current or foreseeable future use to the City as a right-of-way; and

WHEREAS, the City Council determines it to be in the public interest to grant the petition to vacate a portion of East Bay Drive as a public thoroughfare, subject to the requirements of OMC 12.16.080, OMC 12.16.090, and RCW 35.79.030;

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

Section 1. As recommended by the City of Olympia Public Works Department and as requested by the owner of the abutting parcel(s), the Olympia City Council, pursuant to OMC 12.16.050 and RCW 35.79.010, hereby vacates as a public thoroughfare the following described public thoroughfare situated in the City of Olympia, Thurston County, State of Washington, to wit:

A portion of Lot 1, Block 6 of Galliher's Addition recorded in Volume 1, Page 73 of plats, also known as a portion of Parcel C of BLA-SS-5667 recorded under Auditor's File No. 9108130068 and amended under Auditor File No. 3189905 records of Thurston County, Washington, more particularly described as follows:

Beginning at a point on the north line of said Lot 1, said point being westerly 16.00 feet as measured perpendicular to East Bay Drive; thence along said north line N 88°00'56" W 28.79 feet; thence N11°28'48"W 20.73 feet to the north line of said Parcel C and the south line of previous vacation per Ordinance 4363; thence along said north line, S 89°20'47" E 28.51 feet to a point westerly 16.00 feet as measured perpendicular to East Bay Drive; thence S 11°28'48" E 22.08 feet to the True Point of Beginning. Also as shown on Record of Survey recorded under Auditor's File No. 4701486.

Containing 500 square feet, more or less.

Subject to public utilities, easements, reservations, restrictions, and other conditions of record.

Section 2. The vacation meets the criteria set forth in OMC 12.16.100, which is summarized as follows:

- The proposed vacation will not be materially detrimental to other properties in the vicinity, nor will it endanger public health, safety, or welfare.
- The subject right-of-way is not needed for general access, emergency services, utility facilities, or other similar public purposes, nor is it necessary as part of a long-range circulation plan, pedestrian/bicycle pathway plan or street improvement plan.
- The subject vacation is consistent with the adopted Olympia Comprehensive Plan and all other related land use and circulation regulations and policies.
- The subject vacation would not directly or indirectly result in an adverse impact on historical or cultural resources, the natural environment, or otherwise negatively affect environmentally sensitive areas.

Section 3. Effective Date. This Ordinance shall not become effective until the owners of the abutting property make payment required under OMC 12.16.080, OMC 12.16.090, and RCW 35.79.030 for the area so vacated. Failure of the abutting property owners to make payment within ninety (90) days of the final passage of this Ordinance shall automatically (without further Council action) void the petition and the vacation of right of way approved by this Ordinance. If payment is made immediately upon approval of the Ordinance, the Ordinance shall take effect five (5) days after passage and publication.

Section 4. Certification of Payment. I, Sean Krier, City Clerk, hereby certify that an amount equal to one-half of the appraised value of property above vacated was was not received within the required timeframe.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON VACATING A PORTION OF EAST BAY DRIVE AS A PUBLIC THOROUGHFARE

WHEREAS, the Olympia City Council adopted Resolution No. M-2323 on April 25, 2022, setting a public hearing to allow public comment relating to a petition to vacate a portion of East Bay Drive as a public thoroughfare; and

WHEREAS, as required by OMC 12.16.050, written notice of the proposed vacation and public hearing was posted at Olympia City Hall, posted on site, and mailed to all property owners abutting and within 300 feet of the boundaries of the rights-of-way to be vacated; and

WHEREAS, a public hearing was held by the Olympia City Council on said petition on May 24, 2022, at the City Council's regular 7:00 p.m. business meeting; and

WHEREAS, the City has received no comments objecting to the vacation from utility providers regarding this vacation; and

WHEREAS, the Public Works Department has indicated the property has no known current or foreseeable future use to the City as a right-of-way; and

WHEREAS, the City Council determines it to be in the public interest to grant the petition to vacate a portion of East Bay Drive as a public thoroughfare, subject to the requirements of OMC 12.16.080, OMC 12.16.090, and RCW 35.79.030;

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

Section 1. As recommended by the City of Olympia Public Works Department and as requested by the owner of the abutting parcel(s), the Olympia City Council, pursuant to OMC 12.16.050 and RCW 35.79.010, hereby vacates as a public thoroughfare the following described public thoroughfare situated in the City of Olympia, Thurston County, State of Washington, to wit:

A portion of Lot 1, Block 6 of Galliher's Addition recorded in Volume 1, Page 73 of plats, also known as a portion of Parcel C of BLA-SS-5667 recorded under Auditor's File No. 9108130068 and amended under Auditor File No. 3189905 records of Thurston County, Washington, more particularly described as follows:

Beginning at a point on the north line of said Lot 1, said point being westerly 16.00 feet as measured perpendicular to East Bay Drive; thence along said north line N 88°00'56" W 28.79 feet; thence N11°28'48"W 20.73 feet to the north line of said Parcel C and the south line of previous vacation per Ordinance 4363; thence along said north line, S 89°20'47" E 28.51 feet to a point westerly 16.00 feet as measured perpendicular to East Bay Drive; thence S 11°28'48" E 22.08 feet to the True Point of Beginning. Also as shown on Record of Survey recorded under Auditor's File No. 4701486.

Containing 500 square feet, more or less.

Section 2. The vacation meets the criteria set forth in OMC 12.16.100, which is summarized as follows:

- The proposed vacation will not be materially detrimental to other properties in the vicinity, nor will it endanger public health, safety, or welfare.
- The subject right-of-way is not needed for general access, emergency services, utility facilities, or other similar public purposes, nor is it necessary as part of a long-range circulation plan, pedestrian/bicycle pathway plan or street improvement plan.
- The subject vacation is consistent with the adopted Olympia Comprehensive Plan and all other related land use and circulation regulations and policies.
- The subject vacation would not directly or indirectly result in an adverse impact on historical or cultural resources, the natural environment, or otherwise negatively affect environmentally sensitive areas.

Section 3. Effective Date. This Ordinance shall not become effective until the owners of the abutting property make payment required under OMC 12.16.080, OMC 12.16.090, and RCW 35.79.030 for the area so vacated. Failure of the abutting property owners to make payment within ninety (90) days of the passage of this Ordinance shall automatically (without further Council action) void the petition and the vacation of right of way approved by this Ordinance. If payment is made immediately upon approval of the Ordinance, the Ordinance shall take effect five (5) days after passage and publication.

Section 4. Certification of Payment. I, Sean Krier, City Clerk, hereby certify that an amount equal to one-half of the appraised value of property above vacated was was not received within the required timeframe.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

PASSED:

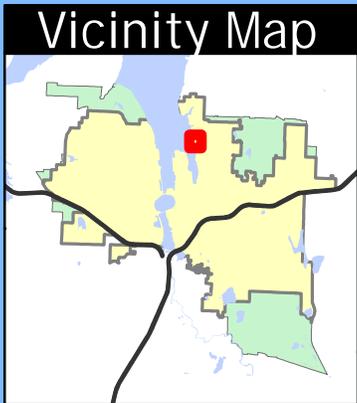
APPROVED:

PUBLISHED:



Vicinity Map

1929 East Bay Drive



0 100 200 Feet 1 inch = 200 feet

Map printed 3/31/2022
 For more information, please contact:
 Kristina Horton, PLS, City Surveyor
 khorton@ci.olympia.wa.us
 (360) 753-8389

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and/or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.





City Council

Approval of an Ordinance to Vacate a Portion of Rose Street

Agenda Date: 6/21/2022
Agenda Item Number: 4.M
File Number:22-0581

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

Title

Approval of an Ordinance to Vacate a Portion of Rose Street

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on second reading, an Ordinance to vacate a portion of Rose Street.

Report

Issue:

Whether to approve on second reading, an Ordinance to vacate a portion of Rose Street.

Staff Contact:

Kris Horton, PLS, City Surveyor, Public Works Engineering, 360.753.8389

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

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

A property owner adjacent to a portion of Rose Street requests the City initiate the process to abandon a portion of right-of-way. The additional property will be used as part of the development and construction of a new single-family home, or multi-family dwelling units.

On May 24, 2022, a Public Hearing was held, and Council directed staff to draft a Vacation Ordinance for Council approval. City staff reviewed the request using the criteria outlined in Olympia Municipal Code Section 12.16.100.

Staff recommends approval of the partial street vacation with the requirement that the property owner make payment of one-half appraised value to the City.

Neighborhood/Community Interests (if known):

The Public Hearing provided an opportunity for Council to hear comments from the community regarding the requested vacation. No public testimony was received during the hearing.

Options:

1. Approve on to second reading an Ordinance to vacate a portion of Rose Street. This option allows the vacation to occur and the applicant to proceed with development of their site.
2. Approve on second reading with additional conditions desired by Council, an Ordinance to vacate a portion of Rose Street.
3. Do not approve an Ordinance to vacate a portion of Rose Street. This option leaves the right-of-way as is. Redevelopment of the site will require revision.

Financial Impact:

The applicant will be required to pay \$4,839.00, which is one-half of the appraised value of the property to be vacated, before the vacation takes effect.

Attachments:

Ordinance (First Reading)
Ordinance (Second Reading)
Vicinity Map

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, VACATING A PORTION OF ROSE STREET AS A PUBLIC THOROUGHFARE

WHEREAS, the Olympia City Council adopted Resolution No. M-2326 on April 25, 2022, setting a public hearing to allow public comment relating to a petition to vacate a portion of Rose Street as a public thoroughfare; and

WHEREAS, as required by OMC 12.16.050, written notice of the proposed vacation and public hearing was posted at Olympia City Hall, posted on site, and mailed to all property owners abutting and within 300 feet of the boundaries of the rights-of-way to be vacated; and

WHEREAS, a public hearing was held by the Olympia City Council on said petition on May 24, 2022, at the City Council's regular 7:00 p.m. business meeting; and

WHEREAS, the City has received no comments objecting to the vacation from utility providers regarding this vacation; and

WHEREAS, the Public Works Department has indicated the property has no known current or foreseeable future use to the City as a right-of-way; and

WHEREAS, the City Council determines it to be in the public interest to grant the petition to vacate a portion of Rose Street as a public thoroughfare, subject to the requirements of OMC 12.16.080, OMC 12.16.090, and RCW 35.79.030;

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

Section 1. As recommended by the City of Olympia Public Works Department and as requested by the owner of the abutting parcel(s), the Olympia City Council, pursuant to OMC 12.16.050 and RCW 35.79.010, hereby vacates as a public thoroughfare the following described public thoroughfare situated in the City of Olympia, Thurston County, State of Washington, to wit:

THAT PORTION OF ROSE STREET LYING NORTH OF THE NORTH MARGIN OF PINE AVENUE AND LYING 60-FEET EAST OF THE EAST BOUNDARY OF BLOCK 64 HALE ADDITION TO OLYMPIA.

CONTAINING 4,200 SQUARE FEET, MORE OR LESS. (APPROXIMATELY 70' X 60')

SUBJECT TO PUBLIC UTILITIES, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER CONDITIONS OF RECORD.

Section 2. The vacation meets the criteria set forth in OMC 12.16.100, which is summarized as follows:

- The proposed vacation will not be materially detrimental to other properties in the vicinity, nor will it endanger public health, safety, or welfare.

- The subject right-of-way is not needed for general access, emergency services, utility facilities, or other similar public purposes, nor is it necessary as part of a long-range circulation plan, pedestrian/bicycle pathway plan or street improvement plan.
- The subject vacation is consistent with the adopted Olympia Comprehensive Plan and all other related land use and circulation regulations and policies.
- The subject vacation would not directly or indirectly result in an adverse impact on historical or cultural resources, the natural environment, or otherwise negatively affect environmentally sensitive areas.

Section 3. Effective Date. This Ordinance shall not become effective until the owners of the abutting property make payment required under OMC 12.16.080, OMC 12.16.090, and RCW 35.79.030 for the area so vacated. Failure of the abutting property owners to make payment within ninety (90) days of the final passage of this Ordinance shall automatically (without further Council action) void the petition and the vacation of right of way approved by this Ordinance. If payment is made immediately upon approval of the Ordinance, the Ordinance shall take effect five (5) days after passage and publication.

Section 4. Certification of Payment. I, Sean Krier, City Clerk, hereby certify that an amount equal to one-half of the appraised value of property above vacated was was not received within the required timeframe.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, VACATING A PORTION OF ROSE STREET AS A PUBLIC THOROUGHFARE

WHEREAS, the Olympia City Council adopted Resolution No. M-2326 on April 25, 2022, setting a public hearing to allow public comment relating to a petition to vacate a portion of Rose Street as a public thoroughfare; and

WHEREAS, as required by OMC 12.16.050, written notice of the proposed vacation and public hearing was posted at Olympia City Hall, posted on site, and mailed to all property owners abutting and within 300 feet of the boundaries of the rights-of-way to be vacated; and

WHEREAS, a public hearing was held by the Olympia City Council on said petition on May 24, 2022, at the City Council's regular 7:00 p.m. business meeting; and

WHEREAS, the City has received no comments objecting to the vacation from utility providers regarding this vacation; and

WHEREAS, the Public Works Department has indicated the property has no known current or foreseeable future use to the City as a right-of-way; and

WHEREAS, the City Council determines it to be in the public interest to grant the petition to vacate a portion of Rose Street as a public thoroughfare, subject to the requirements of OMC 12.16.080, OMC 12.16.090, and RCW 35.79.030;

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

Section 1. As recommended by the City of Olympia Public Works Department and as requested by the owner of the abutting parcel(s), the Olympia City Council, pursuant to OMC 12.16.050 and RCW 35.79.010, hereby vacates as a public thoroughfare the following described public thoroughfare situated in the City of Olympia, Thurston County, State of Washington, to wit:

THAT PORTION OF ROSE STREET LYING NORTH OF THE NORTH MARGIN OF PINE AVENUE AND LYING 60-FEET EAST OF THE EAST BOUNDARY OF BLOCK 64 HALE ADDITION TO OLYMPIA.

Containing 4,200 square feet, more or less. (Approximately 70' x 60')

Section 2. The vacation meets the criteria set forth in OMC 12.16.100, which is summarized as follows:

- The proposed vacation will not be materially detrimental to other properties in the vicinity, nor will it endanger public health, safety, or welfare.
- The subject right-of-way is not needed for general access, emergency services, utility facilities, or other similar public purposes, nor is it necessary as part of a long-range circulation plan, pedestrian/bicycle pathway plan or street improvement plan.

- The subject vacation is consistent with the adopted Olympia Comprehensive Plan and all other related land use and circulation regulations and policies.
- The subject vacation would not directly or indirectly result in an adverse impact on historical or cultural resources, the natural environment, or otherwise negatively affect environmentally sensitive areas.

Section 3. Effective Date. This Ordinance shall not become effective until the owners of the abutting property make payment required under OMC 12.16.080, OMC 12.16.090, and RCW 35.79.030 for the area so vacated. Failure of the abutting property owners to make payment within ninety (90) days of the passage of this Ordinance shall automatically (without further Council action) void the petition and the vacation of right of way approved by this Ordinance. If payment is made immediately upon approval of the Ordinance, the Ordinance shall take effect five (5) days after passage and publication.

Section 4. Certification of Payment. I, Sean Krier, City Clerk, hereby certify that an amount equal to one-half of the appraised value of property above vacated was was not received within the required timeframe.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

PASSED:

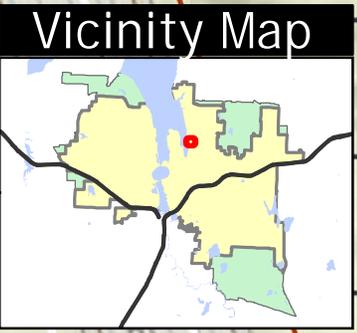
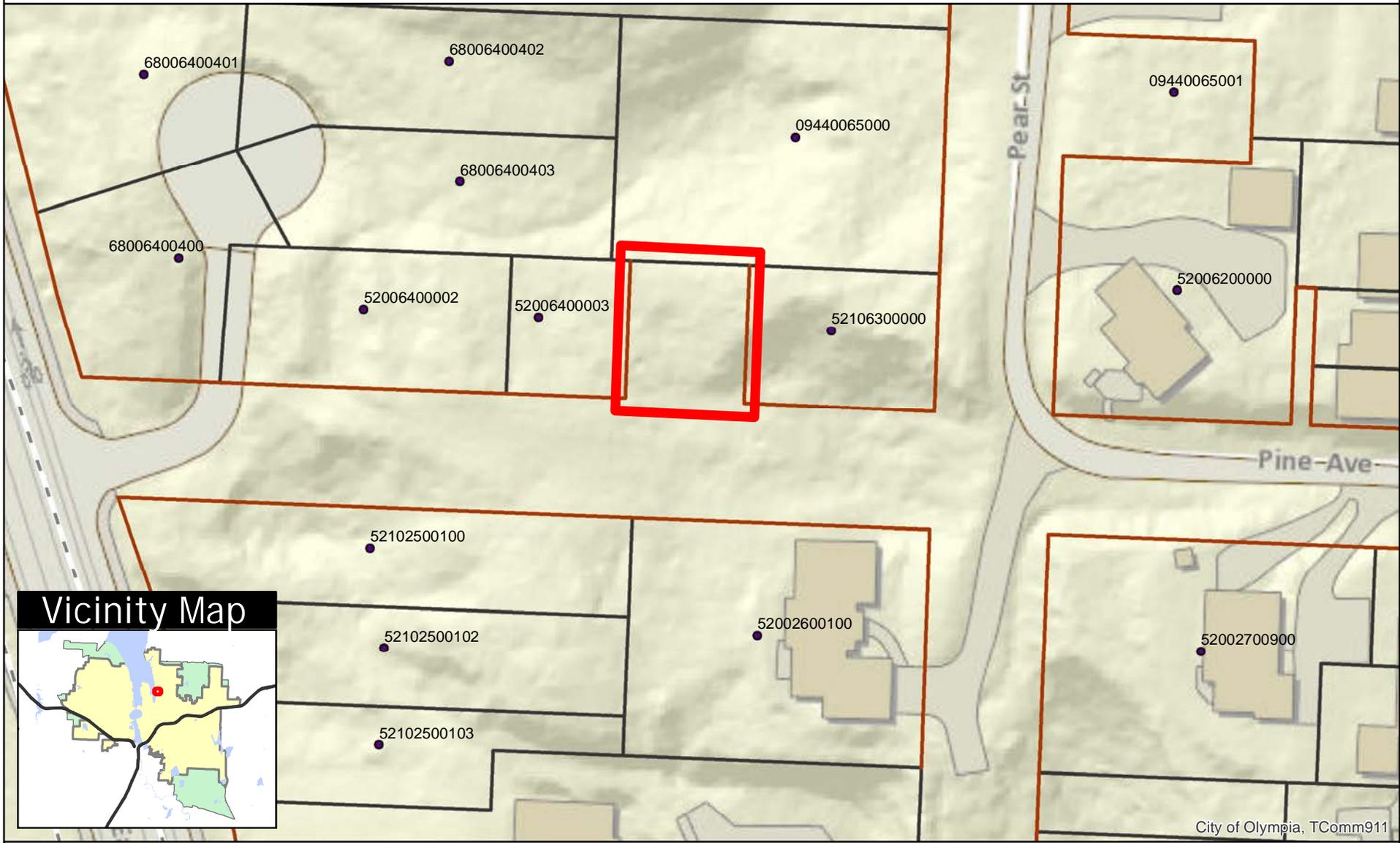
APPROVED:

PUBLISHED:



Petitioned for Right of Way Vacation

Rose Street



Map printed 1/21/2022
 For more information, please contact:
 Michael Kaminski, Engineering Technician II
 mkaminsk@ci.olympia.wa.us

This map is intended for 8.5x11" landscape printing.

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and/or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.





City Council

Approval of an Ordinance to Vacate the Alley South of Union Avenue between Jefferson Street and Adams Street

Agenda Date: 6/21/2022
Agenda Item Number: 4.N
File Number:22-0582

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

Title

Approval of an Ordinance to Vacate the Alley South of Union Avenue between Jefferson Street and Adams Street

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on second reading an Ordinance to vacate the alley south of Union Avenue between Jefferson Street and Adams Street.

Report

Issue:

Whether the City Council should approve on second reading an Ordinance to vacate the alley south of Union Avenue between Jefferson Street and Adams Street.

Staff Contact:

Kris Horton, PLS, City Surveyor, Public Works Engineering, 360.753.8389

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

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

A property owner adjacent to an alley right-of-way south of Union Avenue between Adams Street and Jefferson Street has requested the City to initiate the process to abandon the alley adjacent to their property. The additional property will be used in the development and construction of a new apartment building.

On May 24, 2022, a Public Hearing was held, and Council directed staff to draft a Vacation Ordinance for Council approval.

City staff reviewed the request using the criteria outlined in Olympia Municipal Code Section 12.16.100.

Staff recommends approval of the partial street vacation with the requirement that the property owner make payment of one-half appraised value to the City.

Neighborhood/Community Interests (if known):

The Public Hearing provided an opportunity for Council to hear comments from the community regarding the requested vacation. No public testimony was received during the hearing.

Options:

1. Approve on second reading an Ordinance to vacate the alley south of Union Avenue between Jefferson Street and Adams Street This option allows the vacation to occur and the applicant to proceed with development of their site.
2. Approve on second reading with additional conditions, an Ordinance to vacate the alley south of Union Avenue between Jefferson Street and Adams Street.
3. Do not approve an Ordinance to vacate the alley south of Union Avenue between Jefferson Street and Adams Street. This option leaves the right-of-way as is. Redevelopment of the site will require revision.

Financial Impact:

The applicant will be required to pay \$9,168.98, which is one-half of the appraised value of the property to be vacated, before the vacation takes effect.

Attachments:

Ordinance
Vicinity Map

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON VACATING AN ALLEY SOUTH OF UNION AVENUE BETWEEN ADAMS STREET AND JEFFERSON STREET AS A PUBLIC THOROUGHFARE

WHEREAS, the Olympia City Council adopted Resolution No. M-2325 on April 25, 2022, setting a public hearing to allow public comment relating to a petition to vacate an alley south of Union Avenue between Adams Street and Jefferson Street; and

WHEREAS, as required by OMC 12.16.050, written notice of the proposed vacation and public hearing was posted at Olympia City Hall, posted on site, and mailed to all property owners abutting and within 300 feet of the boundaries of the rights-of-way to be vacated; and

WHEREAS, a public hearing was held by the Olympia City Council on said petition on May 24, 2022, at the City Council's regular 7:00 p.m. business meeting; and

WHEREAS, the City has received no comments objecting to the vacation from utility providers regarding this vacation; and

WHEREAS, the Public Works Department has indicated the property has no known current or foreseeable future use to the City as a right-of-way; and

WHEREAS, the City Council determines it to be in the public interest to grant the petition to vacate an alley south of Union Avenue between Adams Street and Jefferson Street as a public thoroughfare, subject to the requirements of OMC 12.16.080, OMC 12.16.090, and RCW 35.79.030;

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

Section 1. As recommended by the City of Olympia Public Works Department and as requested by the owner of the abutting parcel(s), the Olympia City Council, pursuant to OMC 12.16.050 and RCW 35.79.010, hereby vacates as a public thoroughfare the following described public thoroughfare situated in the City of Olympia, Thurston County, State of Washington, to wit:

THE WEST 5.00 FEET OF LOTS 1 AND 2 AND THE EAST 5.00 FEET OF LOTS 11 AND 12 IN BLOCK 95 OF CHARLES E. WILLIAM'S ADDITION TO OLYMPIA AS RECORDED IN VOLUME 1 OF PLATS, PAGE 30, RECORDS OF THURSTON COUNTY WASHINGTON.

CONTAINING 1,174 SQUARE FEET, MORE OR LESS;

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

SUBJECT TO PUBLIC UTILITIES, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER CONDITIONS OF RECORD.

Section 2. The vacation meets the criteria set forth in OMC 12.16.100, which is summarized as follows:

- The proposed vacation will not be materially detrimental to other properties in the vicinity, nor will it endanger public health, safety, or welfare.
- The subject right-of-way is not needed for general access, emergency services, utility facilities, or other similar public purposes, nor is it necessary as part of a long-range circulation plan, pedestrian/bicycle pathway plan or street improvement plan.
- The subject vacation is consistent with the adopted Olympia Comprehensive Plan and all other related land use and circulation regulations and policies.
- The subject vacation would not directly or indirectly result in an adverse impact on historical or cultural resources, the natural environment, or otherwise negatively affect environmentally sensitive areas.

Section 3. Effective Date. This Ordinance shall not become effective until the owners of the abutting property make payment required under OMC 12.16.080, OMC 12.16.090, and RCW 35.79.030 for the area so vacated. Failure of the abutting property owners to make payment within ninety (90) days of the final passage of this Ordinance shall automatically (without further Council action) void the petition and the vacation of right of way approved by this Ordinance. If payment is made immediately upon approval of the Ordinance, the Ordinance shall take effect five (5) days after passage and publication.

Section 4. Certification of Payment. I, Sean Krier, City Clerk, hereby certify that an amount equal to one-half of the appraised value of property above vacated was was not received within the required timeframe.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON VACATING AN ALLEY SOUTH OF UNION AVENUE BETWEEN ADAMS STREET AND JEFFERSON STREET AS A PUBLIC THOROUGHFARE

WHEREAS, the Olympia City Council adopted Resolution No. M-2325 on April 25, 2022, setting a public hearing to allow public comment relating to a petition to vacate an alley south of Union Avenue between Adams Street and Jefferson Street; and

WHEREAS, as required by OMC 12.16.050, written notice of the proposed vacation and public hearing was posted at Olympia City Hall, posted on site, and mailed to all property owners abutting and within 300 feet of the boundaries of the rights-of-way to be vacated; and

WHEREAS, a public hearing was held by the Olympia City Council on said petition on May 24, 2022, at the City Council's regular 7:00 p.m. business meeting; and

WHEREAS, the City has received no comments objecting to the vacation from utility providers regarding this vacation; and

WHEREAS, the Public Works Department has indicated the property has no known current or foreseeable future use to the City as a right-of-way; and

WHEREAS, the City Council determines it to be in the public interest to grant the petition to vacate an alley south of Union Avenue between Adams Street and Jefferson Street as a public thoroughfare, subject to the requirements of OMC 12.16.080, OMC 12.16.090, and RCW 35.79.030;

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

Section 1. As recommended by the City of Olympia Public Works Department and as requested by the owner of the abutting parcel(s), the Olympia City Council, pursuant to OMC 12.16.050 and RCW 35.79.010, hereby vacates as a public thoroughfare the following described public thoroughfare situated in the City of Olympia, Thurston County, State of Washington, to wit:

THE WEST 5.00 FEET OF LOTS 1 AND 2 AND THE EAST 5.00 FEET OF LOTS 11 AND 12 IN BLOCK 95 OF CHARLES E. WILLIAM'S ADDITION TO OLYMPIA AS RECORDED IN VOLUME 1 OF PLATS, PAGE 30, RECORDS OF THURSTON COUNTY WASHINGTON.

CONTAINING 1,174 SQUARE FEET, MORE OR LESS;

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

Section 2. The vacation meets the criteria set forth in OMC 12.16.100, which is summarized as follows:

- The proposed vacation will not be materially detrimental to other properties in the vicinity, nor will it endanger public health, safety, or welfare.
- The subject right-of-way is not needed for general access, emergency services, utility facilities, or other similar public purposes, nor is it necessary as part of a long-range circulation plan, pedestrian/bicycle pathway plan or street improvement plan.
- The subject vacation is consistent with the adopted Olympia Comprehensive Plan and all other related land use and circulation regulations and policies.
- The subject vacation would not directly or indirectly result in an adverse impact on historical or cultural resources, the natural environment, or otherwise negatively affect environmentally sensitive areas.

Section 3. Effective Date. This Ordinance shall not become effective until the owners of the abutting property make payment required under OMC 12.16.080, OMC 12.16.090, and RCW 35.79.030 for the area so vacated. Failure of the abutting property owners to make payment within ninety (90) days of the passage of this Ordinance shall automatically (without further Council action) void the petition and the vacation of right of way approved by this Ordinance. If payment is made immediately upon approval of the Ordinance, the Ordinance shall take effect five (5) days after passage and publication.

Section 4. Certification of Payment. I, Sean Krier, City Clerk, hereby certify that an amount equal to one-half of the appraised value of property above vacated was was not received within the required timeframe.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

PASSED:

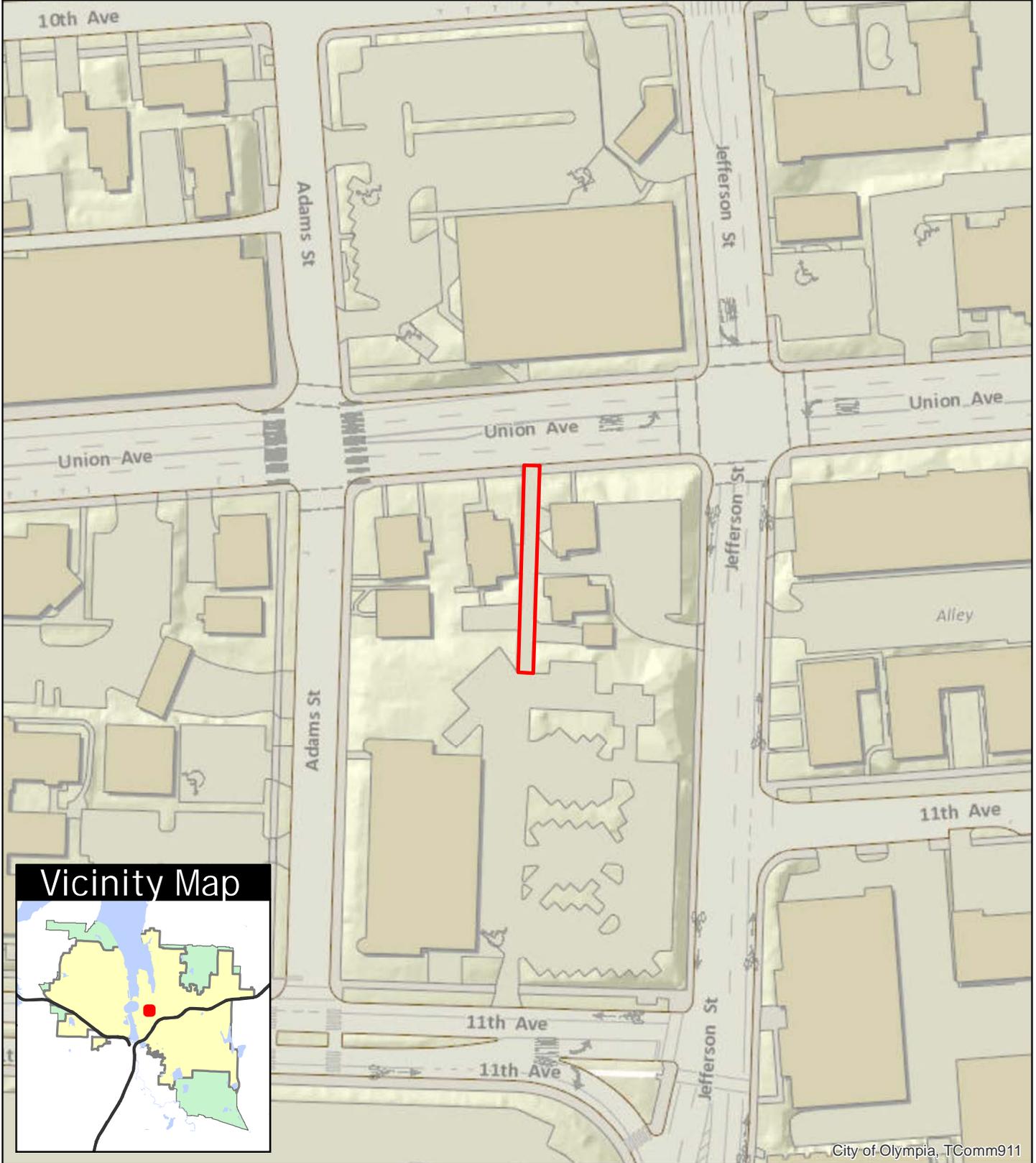
APPROVED:

PUBLISHED:

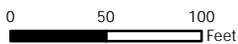


401 Union Avenue Apartments

Alley Vacation



City of Olympia, TComm911



1 inch = 100 feet

Map printed 5/17/2021

This map is intended for 8.5x11" portrait printing.

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.





City Council

Climate and Equity Frameworks Implementation Briefing

Agenda Date: 6/21/2022
Agenda Item Number: 6.A
File Number: 22-0621

Type: report **Version:** 1 **Status:** Other Business

Title

Climate and Equity Frameworks Implementation Briefing

Recommended Action

Committee Recommendation:

At their May 11, 2022 meeting the Community Livability and Public Safety Committee received a briefing on the Climate and Equity Frameworks and recommended a briefing to the full City Council.

City Manager Recommendation:

Receive a briefing on the climate and equity frameworks.

Report

Issue:

Whether to receive a briefing on the climate and equity frameworks and rollout plan.

Staff Contact:

Pamela Braff, PhD, Climate Program Manager, 360.753.8249
Tobi Hill-Meyer, Diversity, Equity, and Inclusion Manager, 360.753.8285
Susan Grisham, Assistant to the City Manager, 360.753.8244

Presenter(s):

Pamela Braff, PhD, Climate Program Manager
Tobi Hill-Meyer, Diversity, Equity, and Inclusion Manager
Susan Grisham, Assistant to the City Manager

Background and Analysis:

Background

In February 2021, Olympia City Council passed a Climate Emergency Resolution (Resolution No. M-2194), which directed City Council to develop and adopt a lens of climate change and climate equity for all City purposes, staff, and departments.

In response to this direction, staff began work to develop a climate and equity framework to support City Council, staff, and departments in evaluating the climate mitigation and equity considerations of any project, plan, policy, or decision. This framework should be easy to use by staff with little or no

knowledge of climate change or equity practices, and easy to apply without expert guidance.

Developing the Draft Framework

In April 2021, project staff began developing the framework concept and key questions to guide staff through a climate and equity analysis. A small group of staff from Public Works, Community Planning and Development, and Parks, Arts, and Recreation provided early feedback on the concept, structure, and ease of use. The most recent draft framework, attached in this staff report, incorporates much of the feedback received during this initial review.

Feedback and Testing

Additional feedback and testing is still needed before the framework can be applied city-wide. Project staff will identify 5-10 upcoming projects or decisions to test the revised framework and collect additional user feedback. Testing should be completed by July 2022.

Training

Although the Climate and Equity frameworks are designed to be easy to use, with little to no guidance, training is still critical to ensure successful implementation. The current training plan includes four types of support, beginning in August 2022.

- For superusers: live training and demonstration.
- For all staff: a pre-recorded training and demonstration available at any time.
- For all staff: monthly office hours to assist with implementation.
- For new staff: introduction to the frameworks during new employee orientation and general staff report training.

Launch

Staff anticipate that the framework will be ready to launch city-wide by September 2022. If approved by City Council, full implementation of the Climate and Equity frameworks would include an analysis of climate and equity considerations in future staff reports to City Council, Council Committees, and Advisory Committees.

Neighborhood/Community Interests (if known):

City's Council's declaration of a climate emergency in February 2021 was strongly supported by many members of the community, particularly the commitment to develop and adopt a lens of climate change and climate equity. Since passing this resolution, community members have continued to urge the city to consider climate and equity impacts in all planning and decision-making.

Options:

1. Receive the briefing.
2. Do not receive the briefing.
3. Receive the briefing at another time.

Financial Impact:

None at this time. Full implementation of the climate and equity frameworks may inform future budget and expenditure decisions.

Attachments:

Draft Climate Framework

Draft Equity Framework
Presentation



Climate Mitigation Framework

**START
HERE**

Instructions: Use this framework to analyze and report on how a proposed action may impact existing climate mitigation strategies. **Step 1:** *Identify relevant climate mitigation sectors (below).* **Step 2:** *Complete corresponding sections (B, T, W, A).* **Step 3:** *Summarize findings.*

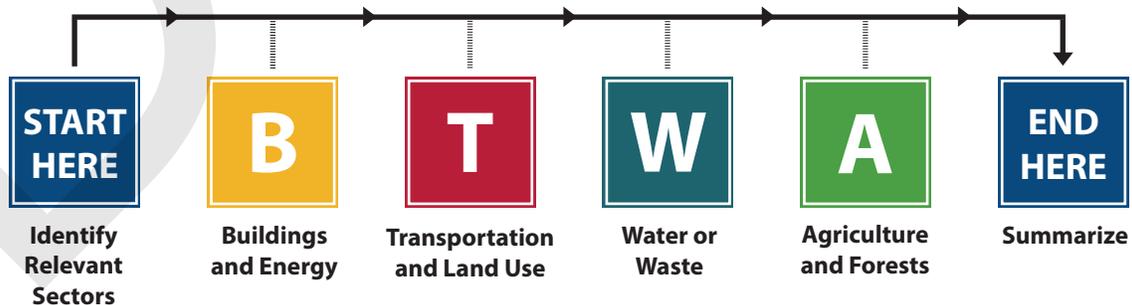
For help with this framework, refer to the [Thurston Climate Mitigation Plan](#) or to the **Glossary** (last page).

Step 1: Identify relevant climate mitigation sectors.

Will the proposed action impact greenhouse gas emissions in...

	YES	N/A	
 Buildings or energy use?	<input type="checkbox"/>	<input type="checkbox"/>	If "YES," complete section: B
 Transportation or land use?	<input type="checkbox"/>	<input type="checkbox"/>	If "YES," complete section: T
 Water or waste?	<input type="checkbox"/>	<input type="checkbox"/>	If "YES," complete section: W
 Agriculture, forests or other ecosystems?	<input type="checkbox"/>	<input type="checkbox"/>	If "YES," complete section: A

Next Steps: For every "YES" above, complete the corresponding section.
When all relevant sections are completed, jump to "Summarize."

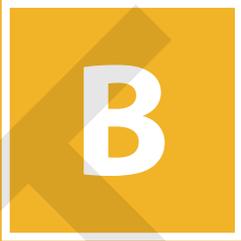




Buildings and Energy

Greenhouse Gas Reduction Strategies

[Learn more: [Thurston Climate Mitigation Plan](#) - Pages 74-81]



1. How will the proposed action impact the climate mitigation strategies in this sector?

	Supports	Prevents	N/A
Reduce energy use in existing residential, commercial, or industrial buildings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reduce energy use in new construction or redevelopment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Increase production of local renewable energy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrify residential and commercial buildings to phase out natural gas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note: New construction and major renovations of city-owned or city-funded projects are now required to be all-electric ([Resolution No. M-2289](#)). *If this is relevant, does your project comply?* Yes No

2. Describe how the proposed action supports or prevents each relevant strategy:

3. Could the proposed action be modified to better support any relevant strategies? What, if any, alternatives were considered?

Complete all relevant sectors, then jump to "Summarize."



Transportation and Land Use

Greenhouse Gas Reduction Strategies



[Learn more: [Thurston Climate Mitigation Plan](#) - Pages 82-89]

1. How will the proposed action impact the climate mitigation strategies in this sector?

	Supports	Prevents	N/A
Support land use policies to increase urban density and reduce urban sprawl.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Increase the efficiency of the transportation system.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Increase the adoption of electric vehicles.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Increase the use of public transit.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Increase the use of active forms of travel, such as walking and biking, to commute, run errands, or get around town.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Describe how the proposed action supports or prevents each relevant strategy:

3. Could the proposed action be modified to better support any relevant strategies? What, if any, alternatives were considered?

Complete all relevant sectors, then jump to "Summarize."



Waste and Water

Greenhouse Gas Reduction Strategies

[Learn more: [Thurston Climate Mitigation Plan](#) - Pages 90-93]



1. How will the proposed action impact the climate mitigation strategies in this sector?

	Supports	Prevents	N/A
Increase the efficiency of municipal water and wastewater infrastructure.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reduce emissions from municipal wastewater treatment operations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reduce water consumption.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Divert more solid waste from landfills.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reduce consumption of carbon-intensive goods and services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Describe how the proposed action supports or prevents each relevant strategy:

3. Could the proposed action be modified to better support any relevant strategies? What, if any, alternatives were considered?

Complete all relevant sectors, then jump to "Summarize."

Agriculture and Forests

Greenhouse Gas Reduction Strategies

[Learn more: [Thurston Climate Mitigation Plan](#) - Pages 94-97]

A

1. How will the proposed action impact the climate mitigation strategies in this sector?

	Supports	Prevents	N/A
Reduce emissions from agricultural practices (i.e., nutrient management).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Support agricultural practices that sequester carbon (i.e., regenerative agriculture).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Protect or restore existing forests, prairies, or coastal/marine ecosystems to sequester carbon.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Support reforestation and increase tree canopy cover to sequester carbon, where it is ecologically appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Describe how the proposed action supports or prevents each relevant strategy:

3. Could the proposed action be modified to better support any relevant strategies? What, if any, alternatives were considered?

Complete all relevant sectors, then jump to "Summarize."

Summarize

Prepare to Report and Share

**FINISH
HERE**

Now that you have analyzed how the proposed action will impact climate mitigation strategies in relevant sectors, it's time to share what you've learned.

1. Overall, what impact will the proposed action have on Greenhouse Gas emissions?

Reduction Long-term Reduction / Near-term Increase Maintain or Increase No impact

2. Describe how the proposed action will impact the implementation of the Thurston Climate Mitigation Plan. Identify all climate mitigation strategies that may be supported or prevented by this decision. If the proposed action will prevent climate mitigation strategies or result in increased greenhouse gas emissions, provide a justification for increased emissions, and describe if any emissions-reducing alternatives were considered.

Glossary

Terms and Definitions

Adaptation | The adjustment or preparation of natural or human systems to a new or changing environment. Climate adaptation may include strategies to limit the negative effects of climate change or take advantage of opportunities provided by a changing climate.

Carbon Dioxide | A naturally occurring gas, as well as a by-product of burning fossil fuels, land-use change, and other industrial processes. Carbon dioxide is the primary human caused greenhouse gas driving changes in Earth's climate.

Carbon Sequestration | The process of removing carbon from the atmosphere and storing it in a fixed molecule in soil, oceans, or plants. An organism or landscape that stores carbon is called a carbon sink.

Climate Change | A significant and long-term change in weather patterns over periods ranging from decades to thousands of years. This includes major changes in temperature, precipitation, or wind patterns that occur over several decades or longer.

Fossil Fuel | An energy-rich substance that is created from dead plant and animal material trapped between layers of rock deep within the Earth. Over millions of years, heat and pressure transform this material into fossil fuels. Examples of fossil fuels include coal, oil, and natural gas. When humans burn fossil fuels for energy, they release carbon dioxide, a greenhouse gas.

Greenhouse Gas | Any gas that absorbs heat in the atmosphere near the Earth's surface, preventing it from escaping into space. If the atmospheric concentrations of these gases rise, the average temperature of the lower atmosphere will gradually increase - a phenomenon known as the "greenhouse effect." Examples of greenhouse gases include water vapor (H₂O), carbon dioxide (CO₂), nitrous oxide (N₂O), methane (CH₄), and ozone (O₃).

Mitigation | A human intervention to reduce the amount and speed of future climate change. Climate mitigation may include strategies to reduce emissions of heat-trapping gases or to remove carbon dioxide from the atmosphere.



Applying an "Equity Lens"

- **The purpose of this framework is to apply a basic equity lens to a proposed action or project to analyze and summarize its equity impacts.**
- Foundational to an equity analysis is to identify: 1) ***those who will benefit*** from an action, 2) ***those who will be burdened***, and the 3) ***disparities*** that inform how the action could be made more equitable.
- **The difference between *equality* and *equity*:** Simply put, ***equality*** is treating everyone the same ("equally"), while ***equity*** takes into consideration how past or current injustices may have created unequal starting points or differing needs. Applying an equity lens to City work means asking questions that enable us to serve those for whom equal *treatment* does not amount to an equal *outcome*.

Asking the right questions:

The questions in this framework are designed to clarify the possible equity impacts of a proposed action. Try not to get overwhelmed by the unknowns or the complexities of the issues. Ultimately this is a simple framework for understanding and communicating what is inevitably complicated and nuanced work. No one has all the answers, but we strengthen our ability to act equitably when we train ourselves to ask the right questions about the work we are doing. That is what it means to apply an equity lens to our work.

This framework will help you:

1. Identify groups impacted

GROUPS

2. Identify existing demographic data

DEMOGRAPHICS

3. Identify and address disparities

DISPARITIES

4. Summarize the equity impacts of a proposed action

SUMMARIZE

Reporting:

You will not need to share your responses from the **Groups**, **Demographics**, and **Disparities** sections. Use the answers to the four questions on the **Summarize** page as the outline of your equity analysis for your staff report.

GROUPS

Identify groups impacted.

- **It's essential to identify the specific groups that are impacted, whether positively or negatively.** In many cases, a project or action that is intended to benefit one group burdens another. Negative impacts are not always immediately obvious. Without careful consideration, a project may burden – or exclude from benefits – a group that has been historically deprioritized or forgotten.
- **Sample Proposed Action:** The creation of a new waste management facility further outside town will impact waste management customers, employees, the neighborhood where the new facility is being built, and programs making use of the old facility.
 - Customers **benefit** from a more efficient system.
 - Employees **benefit** from more efficient system, but are also **burdened** by longer drives.
 - Programs **benefit** from use of old facility.
 - Neighborhood **burdened** by noise and smell from construction and garbage trucks.

1. In the space below, identify any groups or individuals impacted by the proposed action and indicate whether they will benefit or burdened. If an action may have both positive and negative impacts on a specific group, check both boxes.

Groups impacted:

	Benefits	Burdened	Unsure
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Summary: _____

<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
----------------------	--------------------------	--------------------------	--------------------------

Summary: _____

<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Summary: _____

<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Summary: _____

<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Summary: _____

DEMOGRAPHICS (PT. 1)

Identify existing demographic data.

- **Demographic data helps bring the equity impacts of a proposed action into focus.** Whenever possible, it should be gathered and assessed to further understand the makeup of the impacted groups.
- **It's important to be aware of any direct impacts a proposed action has on commonly marginalized groups.** That includes groups that have been marginalized by race (Black, Indigenous, Latinx, Asian, Pacific Islander, Middle Eastern, Multiracial, or other communities of color), by sexual orientation (Gay, Lesbian, Bisexual, Queer, or Asexual), by gender (Cisgender Women, Transgender Women, Transgender Men, or Non-binary people), and other marginalized groups, such as Disabled people, Immigrants, and people who are Working Class, in poverty, or experiencing homelessness.
- Commonly used data sources include event registration details, contract bids, client files, service utilization records, community feedback/input collected, program evaluations, and more. **Not all data sources include demographic information.**

1. List existing data sets/sources, indicating which demographic data each includes:

Data Source:

	Race	Sexual Orientation	Gender (trans inclusive)*	Gender (trans non-inclusive)*	Disability	Immigration	Houselessness or poverty	None of the above
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Gender data is trans inclusive when options indicate if someone is trans or not AND whether they are a man, woman, or non-binary (preferably the five options of: cisgender woman, cisgender man, transgender woman, transgender man, or non-binary).*

If you do not have any relevant data sets... We recommend two helpful resources that can provide valuable insights into specific neighborhoods in our community:

- United States Census Bureau [Explore Census Data \[tutorial\]](#)
- Thurston County Stormwater [Equity Index Map](#)

DEMOGRAPHICS (PT. 2)

2. Which types of demographic data do you have for each of the impacted groups identified in the Groups section?

Group impacted: (auto-populate from Groups section)

	Race	Sexual Orientation	Gender (trans inclusive)*	Gender (trans non-inclusive) *	Disability	Immigration	Houselessness or poverty	None of the above
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Gender data is trans inclusive when options indicate if someone is trans or not AND whether they are a man, woman, or non-binary (preferably the five options of: cisgender woman, cisgender man, transgender woman, transgender man, or non-binary).*

3. How does the existing data shape the picture of who benefits and who is burdened? What data is missing that limits your ability to assess possible equity impacts? Have you noticed areas in which marginalized groups have not participated, are not represented, or are not otherwise benefitting?

DISPARITIES

Identify and address disparities.

- A "disparity" is a difference in treatment, burden, or outcome for different groups that can be seen as unfair.
- Disparities exist in housing, employment, healthcare, the justice system, and other areas. **Whenever possible we should look for places where disparities may be influencing our work and find ways to counteract them.**
- For example, it is a known disparity that people with disabilities and people of color (especially Black people) have significantly lower levels of home ownership. A program or project that benefits only homeowners, will disproportionately benefit White and non-disabled people. **What adjustments or alternatives could you consider that would make the action more equitable?**
- In many cases, disparities are not obvious – especially when demographic data or feedback from impacted groups is limited. One of the best ways to identify possible disparities is to **invite two or three colleagues familiar with the proposed action to review data and discuss possible impacts on marginalized groups.** The more diverse perspectives you invite into the conversation, the less likely you are to overlook ways that your project could reinforce, or provide relief from, an existing disparity.

1. Could the proposed action create disparities or accentuate existing disparities?

2. Is there anything you are doing, or could do, to reduce or eliminate disparities? Have you identified options that would distribute the benefits and burdens more equitably?

SUMMARIZE

FINISH
HERE

Now that you have applied a basic equity lens to the proposed action or project, it's time to share what you've learned. Use the answers to these four questions as the outline of your equity analysis for your staff report.

1. Who will benefit from this action, and how? Include the impacted groups and their demographics, highlighting any historically marginalized communities that will be benefitted or burdened.

2. Who will be burdened by this action, and how? Include the impacted groups and their demographics, highlighting any historically marginalized communities that will be benefitted or burdened.

3. How did demographic data shape the picture of who benefits and who is burdened? Note any areas where data was missing or limited.

4. How does the project impact known disparities in our community? What is being done or could be done to make the proposed action more equitable? Are the benefits and burdens distributed equitably?



Climate and Equity Framework



Olympia City Council
June 21, 2022

Agenda

Purpose and Timeline

Climate Framework Overview

Equity Framework Overview

Agenda

Purpose and Timeline

Climate Framework Overview

Equity Framework Overview

Purpose of the Climate and Equity Lens

To facilitate the consideration of climate mitigation and equity for all city projects, plans, policies, and decisions.

Key Characteristics of the Climate and Equity Framework:

- User-friendly
- Does not require expert guidance
- Intended for staff with little or no knowledge of climate change or equity practices

Project Timeline

Phase 1: Develop Concept and Design

- Draft concept and analysis questions.
- Collect staff feedback on concept, structure, and questions.
- Design user-friendly format.

Phase 2: Feedback and Testing (April – June 2022)

- Executive Team (4/14)
- Community Livability and Public Safety (5/11)
- City Council (6/24)
- Advisory Committees (TBD)
- Test framework on 5-10 upcoming projects.

Phase 3: Training (August 2022)

- **For superusers:** facilitate live trainings.
- **For all staff:** provide pre-recorded training on SharePoint.
- **For new staff:** introduce during new employee orientation and staff report training.

Phase 4: Launch (September 2022)

- City-wide communication announcing launch and expectations.
- Provide updated staff report template.
- Provide links to SharePoint resources.
- Schedule monthly “office hours”.

Agenda

Purpose and Timeline

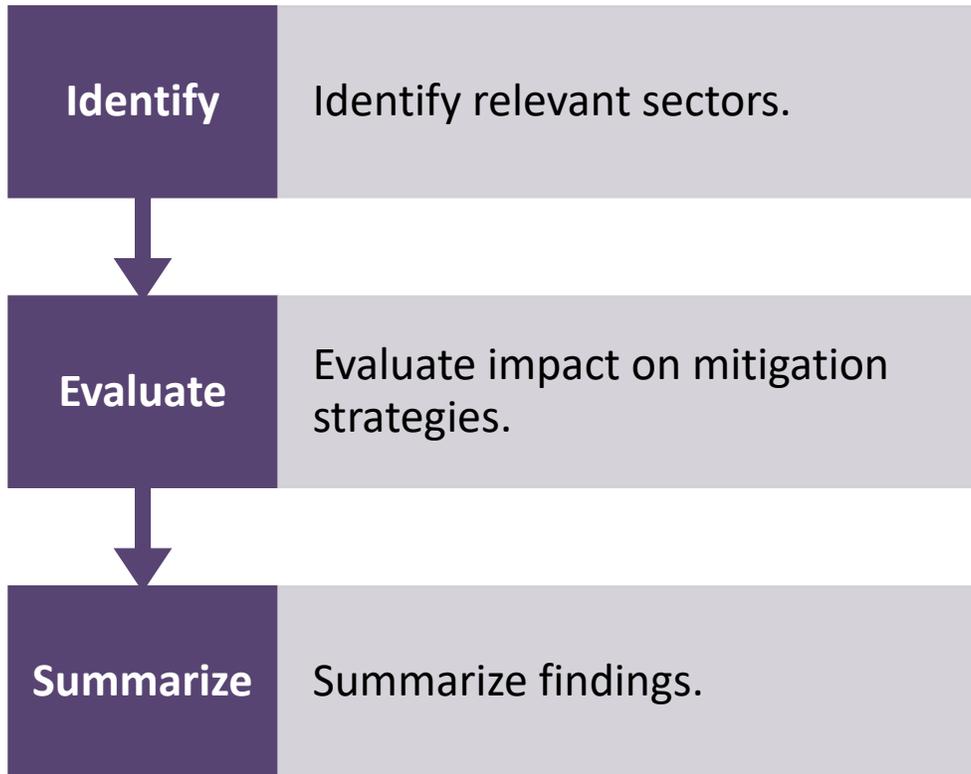
Climate Framework Overview

Equity Framework Overview

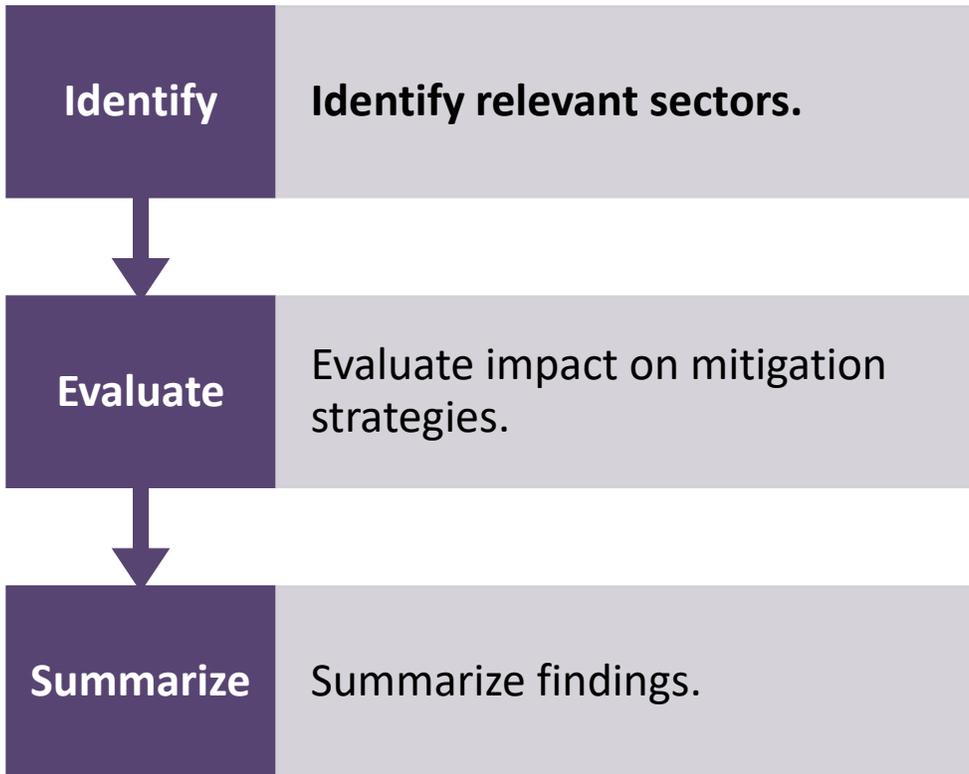
What the Climate Lens will and will not do:

- Will help analyze if a decision will affect community-wide greenhouse gas emissions or the implementation of climate mitigation strategies.
- Will not quantify emissions associated with a decision.
- Will not analyze if a decision will be affected by climate.

Climate Framework Steps



Climate Framework Steps



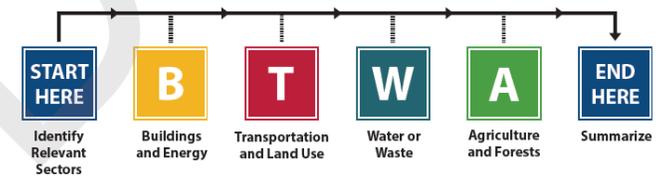
Instructions: Use this framework to analyze and report on how a proposed action may impact existing climate mitigation strategies. **Step 1:** Identify relevant climate mitigation sectors (below). **Step 2:** Complete corresponding sections (B, T, W, A). **Step 3:** Summarize findings.
 For help with this framework, refer to the [Thurston Climate Mitigation Plan](#) or to the [Glossary](#) (last page).

Step 1: Identify relevant climate mitigation sectors.

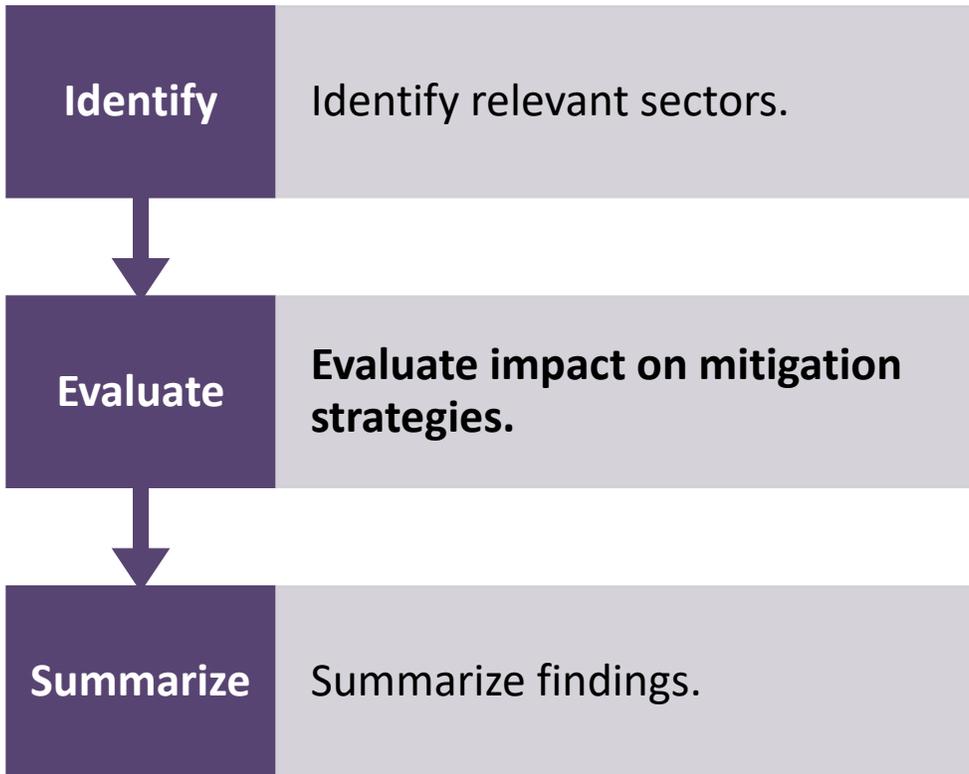
Will the proposed action impact greenhouse gas emissions in...

	YES	N/A	
Buildings or energy use?	<input type="checkbox"/>	<input type="checkbox"/>	If "YES," complete section: B
Transportation or land use?	<input type="checkbox"/>	<input type="checkbox"/>	If "YES," complete section: T
Water or waste?	<input type="checkbox"/>	<input type="checkbox"/>	If "YES," complete section: W
Agriculture, forests or other ecosystems?	<input type="checkbox"/>	<input type="checkbox"/>	If "YES," complete section: A

Next Steps: For every "YES" above, complete the corresponding section. When all relevant sections are completed, jump to "Summarize."



Climate Framework Steps



Buildings and Energy
Greenhouse Gas Reduction Strategies
[Learn more: Thurston Climate Mitigation Plan - Pages 74-81]

B **T** **W** **A**

1. How will the proposed action impact the climate mitigation strategies in this sector?

	Supports	Prevents	N/A
Reduce energy use in existing residential, commercial, or industrial buildings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reduce energy use in new construction or redevelopment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Increase production of local renewable energy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrify residential and commercial buildings to phase out natural gas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note: New construction and major renovations of city-owned or city-funded projects are now required to be all-electric (Resolution No. M-2289). If this is relevant, does your project comply? Yes No

2. Describe how the proposed action supports or prevents each relevant strategy:

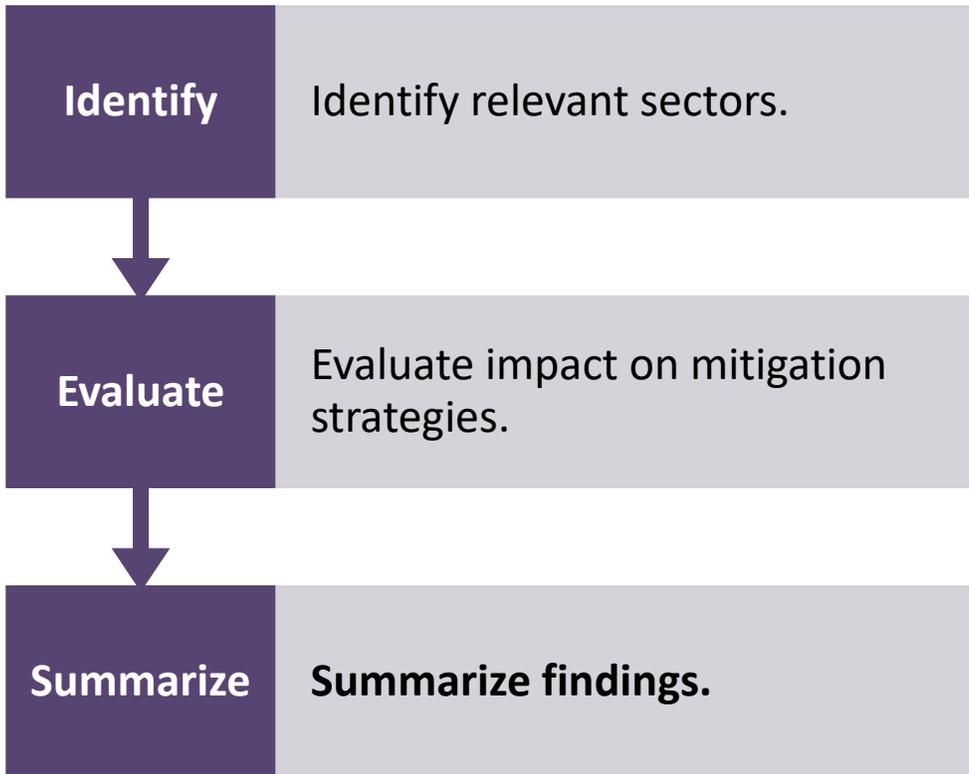
3. Could the proposed action be modified to better support any relevant strategies? What, if any, alternatives were considered?

Complete all relevant sectors, then jump to "Summarize."

City of Olympia | Climate Mitigation Framework

Buildings and Energy **B** | Land Use **T** | Waste and Water **W** | Culture and Forests **A**

Climate Framework Steps



Summarize

Prepare to Report and Share

FINISH HERE

Now that you have analyzed how the proposed action will impact climate mitigation strategies in relevant sectors, it's time to share what you've learned.

1. Overall, what impact will the proposed action have on Greenhouse Gas emissions?

Reduction Long-term Reduction / Near-term Increase Maintain or Increase No impact

2. Describe how the proposed action will impact the implementation of the Thurston Climate Mitigation Plan. Identify all climate mitigation strategies that may be supported or prevented by this decision. If the proposed action will prevent climate mitigation strategies or result in increased greenhouse gas emissions, provide a justification for increased emissions, and describe if any emissions-reducing alternatives were considered.

City of Olympia | Climate Mitigation Framework

FINISH HERE

Agenda

Purpose and Timeline

Climate Framework Overview

Equity Framework Overview

What the Equity Lens will and will not do:

- Will help identify groups impacted and relevant inequities and disparities.
- Will help identify where data is being collected and what demographic information is available.
- However, demographic data or high-resolution data will not always be available.
- Will not give detailed instructions on how to do effective community outreach and feedback.



Identify

Groups Impacted

Data Available



Evaluate

Inequities and Disparities



Summarize

All findings

GROUPS

Identify groups impacted.

- It's essential to identify the specific groups that are impacted, whether positively or negatively. In many cases, a project or action that is intended to benefit one group burdens another. Negative impacts are not always immediately obvious. Without careful consideration, a project may burden – or exclude from benefits – a group that has been historically deprioritized or forgotten.
- Sample Proposed Action:** The creation of a new waste management facility further outside town will impact waste management customers, employees, the neighborhood where the new facility is being built, and programs making use of the old facility.
 - Customers **benefit** from a more efficient system.
 - Employees **benefit** from more efficient system, but are also **burdened** by longer drives.
 - Programs **benefit** from use of old facility.
 - Neighborhood **burdened** by noise and smell from construction and garbage trucks.

1. In the space below, identify any groups or individuals impacted by the proposed action and indicate whether they will benefit or burdened. If an action may have both positive and negative impacts on a specific group, check both boxes.

Groups impacted:	Benefits	Burdened	Unsure
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Summary: _____			
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Summary: _____			
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Summary: _____			
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Summary: _____			
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Summary: _____			



Identify

Groups Impacted

Data Available



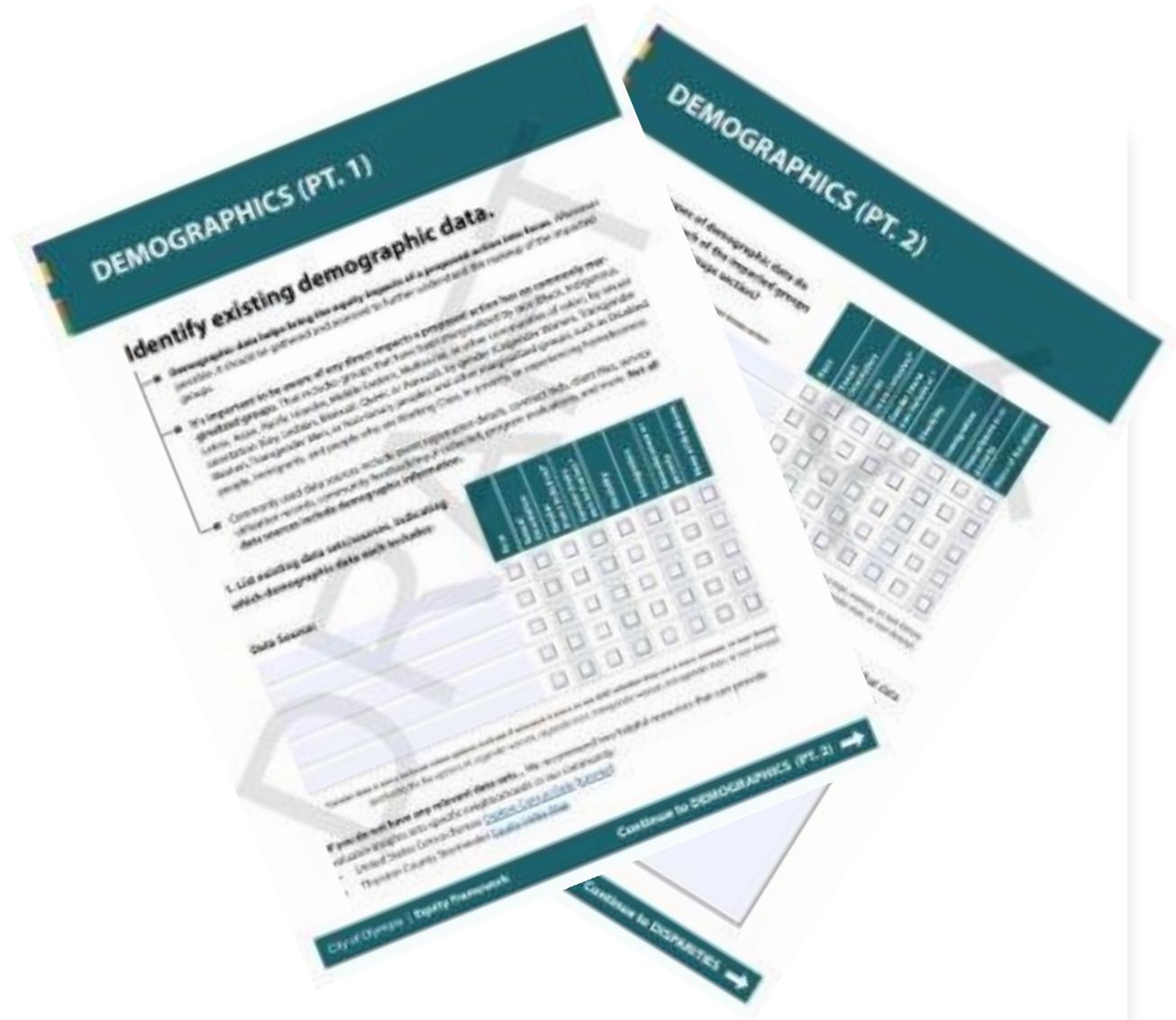
Evaluate

Inequities and
Disparities



Summarize

All findings





Identify

Groups Impacted
Data Available



Evaluate

Inequities and
Disparities



Summarize

All findings

DISPARITIES

Identify and address disparities.

- A "disparity" is a difference in treatment, burden, or outcome for different groups that can be seen as unfair.
- Disparities exist in housing, employment, healthcare, the justice system, and other areas. **Whenever possible we should look for places where disparities may be influencing our work and find ways to counteract them.**
- For example, it is a known disparity that people with disabilities and people of color (especially Black people) have significantly lower levels of home ownership. A program or project that benefits only homeowners, will disproportionately benefit White and non-disabled people. **What adjustments or alternatives could you consider that would make the action more equitable?**
- In many cases, disparities are not obvious – especially when demographic data or feedback from impacted groups is limited. One of the best ways to identify possible disparities is to **invite two or three colleagues familiar with the proposed action to review data and discuss possible impacts on marginalized groups.** The more diverse perspectives you invite into the conversation, the less likely you are to overlook ways that your project could reinforce, or provide relief from, an existing disparity.

1. Could the proposed action create disparities or accentuate existing disparities?

2. Is there anything you are doing, or could do, to reduce or eliminate disparities? Have you identified options that would distribute the benefits and burdens more equitably?



Identify

Groups Impacted
Data Available



Evaluate

Inequities and
Disparities



Summarize

All findings

SUMMARIZE

FINISH
HERE

Now that you have applied a basic equity lens to the proposed action or project, it's time to share what you've learned. Use the answers to these four questions as the outline of your equity analysis for your staff report.

1. Who will benefit from this action, and how? Include the impacted groups and their demographics, highlighting any historically marginalized communities that will be benefitted or burdened.

2. Who will be burdened by this action, and how? Include the impacted groups and their demographics, highlighting any historically marginalized communities that will be benefitted or burdened.

3. How did demographic data shape the picture of who benefits and who is burdened? Note any areas where data was missing or limited.

4. How does the project impact known disparities in our community? What is being done or could be done to make the proposed action more equitable? Are the benefits and burdens distributed equitably?

What Council could see:

Summarize

Prepare to Report and Share

FINISH
HERE

Now that you have analyzed how the proposed action will impact climate mitigation strategies in relevant sectors, it's time to share what you've learned.

1. Overall, what impact will the proposed action have on Greenhouse Gas emissions?

Reduction Long-term Reduction / Near-term Increase Maintain or Increase No impact

2. Describe how the proposed action will impact the implementation of the Thurston Climate Mitigation Plan. Identify all climate mitigation strategies that may be supported or prevented by this decision. If the proposed action will prevent climate mitigation strategies or result in increased greenhouse gas emissions, provide a justification for increased emissions, and describe if any emissions-reducing alternatives were considered.

City of Olympia | Climate Mitigation Framework

SUMMARIZE

FINISH
HERE

Now that you have applied a basic equity lens to the proposed action or project, it's time to share what you've learned. Use the answers to these four questions as the outline of your equity analysis for your staff report.

1. Who will benefit from this action, and how? Include the impacted groups and their demographics, highlighting any historically marginalized communities that will be benefitted or burdened.

2. Who will be burdened by this action, and how? Include the impacted groups and their demographics, highlighting any historically marginalized communities that will be benefitted or burdened.

... of who benefits and who is burdened? Note

... ties in our community? What is being done
... ore equitable? Are the benefits and burdens

FINISH
HERE

Background and Analysis:

[Give a brief summary of pertinent background information and/or analysis. Prepare a separate background/analysis attachment if more information would be helpful for Council and/or the public. Use underlined, non-bold headers to break up the background information.]

Climate Lens Summary:

[Insert a short summary of the steps and outcomes developed using the Climate Lens Tool.]

Equity Lens Summary:

[Insert a short summary of the steps and outcomes developed using the Equity Lens Tool.]

Neighborhood/Community Interests (if known):

[List relevant neighborhood and/or community concerns, if known. If public/neighborhood comments were received or if we did surveys or other direct outreach, list a summary of the information in this section.]

Options:

[List viable options the Committee may wish to consider. When a decision is being requested, provide 3 options (approve, modify, or don't approve) and state implications if the recommendation is modified or not approved.]

Financial Impact:

[List funding source and available funds or project cost. Tables should be attached rather than included in the staff report.]

Attachments:

[List attachments in order of importance, but do not number them. The first one listed should be what the Committee is being asked to make a recommendation on. Name attachments with one or two words. Examples: Application, Award, Contract, Decision, Map, Minutes, Public Comments, Report]



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City Council

Regional Fire Authority Planning Governance Briefing

Agenda Date: 6/21/2022
Agenda Item Number: 6.B
File Number: 22-0619

Type: report **Version:** 1 **Status:** Other Business

Title

Regional Fire Authority Planning Governance Briefing

Recommended Action

Committee Recommendation:

The Regional Fire Authority Planning Committee recommends receiving a briefing on the legal requirements and options related to governance of a Regional Fire Authority. The Committee seeks input from the Council on proposed options, but no final action required at this time.

City Manager Recommendation:

Receive a briefing on the legal requirements and options related to governance of a Regional Fire Authority and provide input on proposed options, with no final action required at this time.

Report

Issue:

Whether to receive a briefing on the legal requirements and options related to governance of a Regional Fire Authority and provide input on proposed options, with no final action required at this time.

Staff Contact:

Jay Burney, City Manager, 360.753.8740

Presenter(s):

Jay Burney, City Manager
Karen Reed, Consultant

Background and Analysis:

In 2019, the City of Olympia participated with the City of Tumwater and other local Fire agencies in a study to evaluate options for an RFA.

The study looked at opportunities to improve emergency services in the Olympia and Tumwater communities and explored partnership opportunities to provide these services regionally. Findings from this study, which were presented at an elected official's workshop in November 2019, recommended further exploration of a Regional Fire Authority as Olympia and Tumwater share

similar risk profiles, histories, and organizational structures, there may be a potential to control costs and improve service delivery, it would level tax rates across the region, provide greater equity, and leverages individual agency strengths, and minimizes weaknesses.

On May 18, 2021, the City Council authorized an Interlocal Agreement between the City of Olympia and the City of Tumwater which provides the framework for a planning process that looks at the viability of a Regional Fire Authority between the cities of Olympia and Tumwater.

Staff will present a briefing outlining the legal requirements and options for RFA governance; a plan for developing governance recommendations; what governance looks like for other RFAs; and a set of potential governance options proposed by the RFA Planning Committee. The RFA Planning Committee is seeking input on proposed options, but no final action is required at the time.

Neighborhood/Community Interests (if known):

An RFA may provide options to improve fire service delivery in the Olympia and Tumwater communities. An RFA planning process will engage both communities in this evaluation.

Options:

1. Receive an update on the legal requirements and options related to governance of a Regional Fire Authority and provide input on proposed options, with no final action required at this time.
2. Do not receive an update on the legal requirements and options related to governance of a Regional Fire Authority and provide input on proposed options, with no final action required at this time.
3. Receive the update at another time.

Financial Impact:

The cost of moving forward with a Regional Fire Authority planning process is estimated to cost \$150,000 (Olympia's share). Funding is available through 2020 Year End Savings.

Attachments:

Presentation



Olympia Tumwater RFA Planning Committee

Governance Update for City Councils

June 21, 2022



Cities of Olympia and Tumwater



Tonight's Discussion

- Legal requirements & options for RFA governance
- RFA Planning Committee plan for developing governance recommendations
- Governance in other RFAs
- Set of potential governance options proposed by RFA Planning Committee

The RFA Planning Committee seeks input on proposed options; no final action this evening



Cities of Olympia and Tumwater



RFA Governance: Legal Requirements and Options

- The RFA must have a governing Board of Commissioners
- The role of the Board is like the role of the City Council
 - Adopts budget, authorizes # of FTEs, adopts policies, hires CEO
- The RFA Plan must propose the Board structure, composition
- Statute provides great flexibility in structuring the Board

RFA Governance: Legal Requirements & Options

An RFA Governance Board can be comprised of:

1. Elected officials from member agencies
2. Persons directly elected At-Large by the voters of the RFA
3. Persons directly elected by District by the voters of the RF
4. A mix of any or all of the above

More Legal Requirements & Options

- There is no legal limitation on the size of the Board, but there is a practical limit.
- The initial board must be comprised of elected officials from member agencies. It can transition to a different structure over time if desired.
- The earliest transition point is the first election cycle after the RFA is created.
 - August 1, 2023: RFA created
 - August/November 2025: first election cycle (same odd-year schedule as for City elected officials)
 - The initial “all-City elected official” board must be in place through at least December 31, 2025. (2 years, 5 months).



Cities of Olympia and Tumwater



RFA Governance: Positions

Distriected positions:

- Districts must be relatively equal in population, consider community and geographic boundaries.
- If there are any districts, the entire RFA must be distriected, not just one city.
- In the primary, only those voters living in the district vote; in the general election, all RFA voters vote--choosing from among the top-two vote-getters in the primary.

At-Large positions:

- Elected by voters of entire RFA.
- All voters can participate in the primary and general elections.

Population (2022 OFM Est.)

Olympia is approx.
2.2 times larger in
population

Olympia 55,960
(2021 OFM Est.)

Tumwater 25,360
(2021 OFM Est.)



Cities of Olympia and Tumwater



RFA Governance: Terms of Office

- Terms of office for directly elected Board members cannot exceed 6 years.
- Terms must be staggered (not all end at the same time).
- The RFA Board can change the governance board structure on its own in the future, at any time, unless this authority is otherwise restricted in the RFA Plan.



Cities of Olympia and Tumwater



RFA Planning Committee Process on Governance (as presented in April)

Step 1: Agree on guiding values and principles

Secured support from City Councils at April 19 presentation

Step 2: Develop a small number (3-5) of options

Tonight: Review these options with City Councils, get input

Step 3: Select a preferred option

Review this with City Councils for concurrence



Cities of Olympia and Tumwater



Proposed Statement of Shared Values and Principles to Guide Development of Plan

Not presented in order of priority

Our Values Include:

1. Ensuring operations meet or exceed current service levels in terms of their ability to support a safe and healthy community.
2. Providing a safe, supportive and professional environment for our first responders.
3. **Participatory Governance.** Jurisdictions which are part of the RFA should have a meaningful voice in the operating decisions of the RFA. The RFA Board should seek to make decisions by consensus whenever possible.
4. Pro-Active Oversight, Planning and Continuous Improvement. We are committed to planning for the future and proactively identifying and addressing the needs of our communities, identifying and implementing ways to better meet those needs.
5. Promoting interagency collaboration, communication and strong working relationships. The RFA will act in the collective best interests of all its public safety partners, not just those served by the RFA.
6. Making data-driven decisions. The RFA should take strategic action based on the facts after a thorough and objective analysis of the issues.
7. Being an effective and efficient steward of public funds.
8. Affordable and sustainable financial model. The RFA should implement an affordable and sustainable financial model that can facilitate consistent service levels over time as the community served continues to grow.
9. **Strong engagement with our local communities.** The RFA should be a positive and engaged member of the communities it serves with pro-active outreach to the public.
10. Honoring the history and identify of the Olympia and Tumwater Fire Departments while we build the culture for the new fire agency.



Cities of Olympia and Tumwater



Proposed Statement of Values & Principles

Our Operating Principles Include:

- A. The RFA Board will be committed to the success of the RFA and will be engaged in actively learning and understanding the work of the agency.
- B. We will strive to operate nimbly, with the ability to make decisions and respond quickly when necessary.
- C. We seek to understand and address the unique needs of the communities we serve. We strive to address these needs equitably in all operating and financial decisions.
- D. We work to attract, develop and retain high quality staff.
- E. We will ensure all City Fire Department staff in good standing at the time of annexation are offered at least equivalent positions within the RFA.
- F. We strive to employ rigorous quality assurance and reporting practices.
- G. We manage agency budgets to control or reduce costs.
- H. We seek to limit spikes in budgets from year to year, by use of planning capital investments over time, developing reserves and other means.
- I. We commit to being transparent, accessible and responsive to our customer agencies and the public.
- J. In contracting to provide services to other agencies, we are mindful of our own costs of service: communities within the RFA boundaries should not incur additional costs from these external service contracts.

*Not presented in
order of priority*



Cities of Olympia and Tumwater



How have other RFAs structured their governance boards?

Most have revised their governance structures over time. Some examples of governance structures (6 of 13 RFAs in the state):

Puget Sound RFA & Renton RFA	Southeast Thurston RFA	West Thurston RFA	South Snohomish County RFA	Marysville RFA
3 elected officials from each member agency (2), plus 1 nonvoting member for each contract agency	3 districts, 2 members elected directly from each district (total of 6 board members)	3 elected officials from each member agency (2, for total of 6 board members)	5 districted positions + 2 at-large positions	4 City Council members + 2 of 3 commissioners from member Fire Agency, one nonvoting.



Cities of Olympia and Tumwater



RFA Planning Committee Recommendations

- The RFA Planning Committee recommends that the governance structure transition over time, i.e., the RFA Plan should include both
 - An Initial Board of all City elected officials as required, and
 - A different structure for the ongoing Governance Board after 2025.
- Rationale:
 - Allow for some directly-elected representation that can be solely dedicated to the RFA – rather than serving on both a City Council and the RFA Board.
 - Retain a connection to the member Cities.
 - Consider approaches that enable all RFA voters to vote for most of the RFA board members—not just those in the City in which they live.



Cities of Olympia and Tumwater



Recommended Initial Board Structure (2023-2025)

- Recommendation: 6 City Councilmembers, 3 appointed from each City.
- Options Considered:
 - 4 members, 2 from each City
 - 5 members, 3 from Olympia, 2 from Tumwater
 - 6 members, 3 from each City
- Rationale:
 - Mirrors current RFA Planning Committee structure which is working well
 - Maximizes equity in start-up of the new RFA agency as a true partnership
 - Maximizes input from each City without involving a quorum of each City Council

Question for Council:
Any concerns with this
approach?



Cities of Olympia and Tumwater



Ongoing Board Structure Options (2026 +)

Several options considered by Committee; other options possible

	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6
# of seats	5	6	7	7	7	7
Appointed by Olympia	1	3	2	1	1	2
Appointed by Tumwater	1	3	2	1	1	2
Directly elected – At-Large			3	5		
Directly elected – by District	3				5	3
Voting	Each Board member has 1 vote					
Other	Staggering of terms/initial term for each Board seat TBD – goal is to minimize turnover required at each election.					



Cities of Olympia and Tumwater



RFA Planning Committee Considerations

- Districts versus At-Large:
 - Districts may not exactly match city boundaries.
 - Example: 3 Districts would likely mean 2 districts include most/all of Olympia and 1 district includes most/all of Tumwater
 - District Benefits: geographic distribution of representatives ensured
 - District Challenges: Districts may be too small to ensure strong candidate pool; potential focus on district area at expense of overall agency
 - At Large Benefits: Represent entirety of RFA area
 - At-Large Challenges: All representatives could come from small part of RFA
- Union leaders strongly want to ensure board members with sufficient time and expertise to dedicate to the oversight of the new agency.
- The start-up board will be a major time commitment, ongoing board less so, but still significant.



Cities of Olympia and Tumwater



Committee recommends 7-member Board; Seeks Council input on other details

	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6
# Of seats	5	6	7	7	7	7
Appointed by Olympia	1	3	2	1	1	2
Appointed by Tumwater	1	3	2	1	1	2
Directly elected – At- large			3	5		
Directly elected – by District	3				5	3
Voting	Each Board member has 1 vote					
Other	Staggering of terms/initial term for each Board member under discussion – want to minimize turnover required at each election.					

Rationale for 7-members: functional size, large enough to support subcommittees, odd number to avoid tie votes

Questions for Council:

- Any concerns with 7-member board size?
- Preferences on Districts versus At-Large seats (or having both)?
- Thoughts about ongoing Council representation on Board?
- Other?



Cities of Olympia and Tumwater



Next Steps

RFA Planning Committee will return with:

- A final recommendation on governance, based on Councils' input
- Recommendations re: the transition details between the initial and ongoing boards, initial terms of each seat to achieve staggered terms
- Anticipated discussion of finances in July



Thank You!

www.OlympiaTumwaterRFA.com



Cities of Olympia and Tumwater





City Council

Approval of an Ordinance Relating to Restrictions on the Possession of Weapons in Certain Locations and Amending Section 9.48.012 of the Olympia Municipal Code

Agenda Date: 6/21/2022
Agenda Item Number: 6.C
File Number:22-0604

Type: ordinance **Version:** 1 **Status:** Other Business

Title

Approval of an Ordinance Relating to Restrictions on the Possession of Weapons in Certain Locations and Amending Section 9.48.012 of the Olympia Municipal Code

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on first reading, and forward to second reading, an Ordinance Relating to Restrictions on the Possession of Weapons in Certain Locations and Amending Section 9.48.012 of the Olympia Municipal Code.

Report

Issue:

Whether to approve an Ordinance prohibiting the open carry of firearms in certain locations in Olympia City Hall, and other municipal buildings, used in connection with meetings of the governing body of the City of Olympia.

Staff Contact:

Mark Barber, City Attorney, 360.753.8223

Presenter(s):

Mark Barber, City Attorney

Background and Analysis:

On March 23, 2022, Governor Inslee signed ESHB 1630, Chapter 106, Laws of 2022 of the 67th Legislature, 2022 Regular Session, and filed same with the Secretary of State. Among other amendments, ESHB 1630 provided that RCW 9.41.305 be amended to provide restrictions on additional locations where a person may knowingly open carry a firearm or other weapon, as defined in RCW 9.41.300(1)(b). ESHB 1630 became effective on June 9, 2022.

ESHB 1630 provided that the locations where the open carry of a firearm or other weapon may be restricted included municipal buildings used in connection with meetings of the governing body of the city or municipality, or location of a public meeting or hearing of the governing body of a city or other municipality during the hearing or meeting.

The term “governing body” as used in ESHB 1630 has the same meaning as in RCW 42.30.020 of the Open Public Meetings Act (OPMA), which includes the multimember board, commission, committee, council, or other policy or rule-making body of a public agency, or any committee thereof when the committee acts on behalf of the governing body, conducts hearings, or takes testimony or public comment.

If the ordinance is passed, the City of Olympia will be required to post signs at areas of ingress and egress to qualified municipal buildings to provide notice of the restrictions on possession and open carry of firearms and weapons. Failure to post notice of restricted locations shall be a defense to a violation of open carry of firearms and weapons. No restrictions apply to the lawful concealed carry of a firearm by a person who has a valid concealed pistol license.

Duly authorized federal, state, or local law enforcement officers or personnel are exempt from the restrictions permitted by ESHB 1630 and in the amendment to OMC 9.48.012. The same is also true for members of the armed forces of the United States or the State of Washington in the discharge of official duty or traveling to or from official duty.

Violation of the ordinance, if adopted, is a misdemeanor. Second or subsequent violations are a gross misdemeanor.

Neighborhood/Community Interests (if known):

Public safety is of interest to the entire community.

Options:

1. Approve on first reading and forward to second reading the Ordinance Relating to Restrictions on the Possession of Weapons in Certain Locations and Amending OMC Section 9.48.012.
2. Direct staff to modify the ordinance for second reading based on Council feedback.
3. Do not take any action. This would result in no restrictions on the open carry of firearms in municipal buildings used in connection with meetings of the governing body of the City of Olympia during any hearing or meeting of the governing body including meetings, public hearings, or taking of public testimony or comment.

Financial Impact:

Unknown. However, it is believed the cost of preparing and posting notice signs of restriction on open carry of firearms and weapons is minimal in comparison to the risk to public safety.

Attachments:

Ordinance

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATED TO RESTRICTIONS ON THE POSSESSION OF WEAPONS IN CERTAIN LOCATIONS AND AMENDING OLYMPIA MUNICIPAL CODE SECTION 9.48.012

WHEREAS, ESHB 1630, Chapter 106, Laws of 2022 of the 67th Legislature, 2022 Regular Session, was passed by the House and Senate, and subsequently signed by Governor Jay Inslee and filed on March 23, 2022, with an effective date of June 9, 2022; and

WHEREAS, ESHB 1630 provided, among other amendments, that RCW 9.41.305 be amended to provide restrictions on additional locations where a person may knowingly open carry a firearm or other weapon, as defined in RCW 9.41.300(1)(b); and

WHEREAS, the open carry of a firearm or other weapon may be restricted in municipal buildings used in connection with meetings of the governing body of the city or municipality, or any location of a public meeting or hearing of the governing body of a city or other municipality during the hearing or meeting; and

WHEREAS, the term “governing body” has the same meaning as in RCW 42.30.020 of the Open Public Meetings Act (OPMA), which includes the multimember board, commission, committee, council, or other policy or rule-making body of a public agency, or any committee thereof when the committee acts on behalf of the governing body, conducts hearings, or takes testimony or public comment; and

WHEREAS, following Governor Inslee’s signature approving ESHB 1630, and filing of same with the Secretary of State of the State of Washington, numerous mass shootings occurred across the United States, including but not limited to a racially motivated shooting in Buffalo, New York, that killed 10 people, and Uvalde, Texas, where 19 children and two teachers were killed. In both instances, the shooters were individuals armed and openly carrying AR-15 assault rifles. Over ten additional mass shootings continued across the United States over the Memorial Day weekend, resulting in numerous additional deaths and injuries in communities nationwide; and

WHEREAS, the Olympia City Council believes public safety and protection of Olympia’s democratic government requires the City to take all lawful measures to ensure safety of persons engaging in public meetings or hearings of the Olympia City Council and its multimember boards, commissions, or other policy or rule-making bodies of the City of Olympia, including the Olympia City Council, so persons may be protected from gun violence while participating in the democratic process;

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

Section 1. Amendment of OMC 9.48.012. Olympia Municipal Code Section 9.48.012 is hereby amended to read as follows:

9.48.012 Possession of weapons – Where prohibited

A. It is unlawful for any person to enter any stadium or convention center operated by the city or other municipal corporation when the person knowingly possesses or knowingly has under the person’s control a weapon as defined in RCW 70.74.010 or listed in RCW 9.41.250 except that such restrictions shall not apply to (1) any pistol in the possession of a person licensed under RCW 9.41.070 or exempt from the licensing requirement by RCW 9.41.060; or (2) any showing, demonstration, or lecture involving the exhibition of firearms.

B. It is unlawful for any person to knowingly open carry a firearm or other weapon, as defined in RCW 9.41.300(1)(b), while knowingly being in Olympia City Hall, the Olympia Maintenance Center, or The

Olympia Center, or any other municipal building used in connection with meetings of the governing body of the City of Olympia during the hearing or meeting. For purposes of this section, "governing body" shall have the same meaning as in RCW 42.30.020, which includes the multimember board, commission, committee, council, or other policy or rule-making body of the City of Olympia, or any committee thereof when the committee, board, or commission acts on behalf of the governing body, conducts hearings, or takes testimony or public comment.

C. It shall be a defense to a violation of OMC 9.48.012(B) if the City of Olympia fails to post signs at areas of ingress and egress to municipal buildings that provide notice of the restrictions on possession and open carry of firearms and other weapons at locations specified in OMC 9.48.012(B).

D. Nothing in OMC 9.48.012(B) shall apply to the lawful concealed carry of a firearm by a person who has a valid concealed pistol license.

E. Duly authorized federal, state, or local law enforcement officers or personnel are exempt from the restrictions in OMC 9.48.012(B) when carrying a firearm or other weapon in conformance with their employing agency's policy. Members of the armed forces of the United States or the state of Washington are exempt from OMC 9.48.012(B) when carrying a firearm or other weapon in the discharge of official duty or traveling to or from official duty.

F. A person violating OMC 9.48.012(B) is guilty of a misdemeanor. Second and subsequent violations of OMC 9.48.012(B) are a gross misdemeanor.

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

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

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED: