



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501
Information: 360.753.8441

Tuesday, June 2, 2026

6:00 PM

Council Chambers, Online and Via
Phone

Watch the meeting at www.olytv3.com
Register for virtual public comment via Teams:
<http://olympiawa.gov/council0702>

IMPORTANT If joining the meeting on a mobile device or tablet, you will be required to download the Microsoft Teams app

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

- 2.A** [26-0378](#) Special Recognition - Proclamation Recognizing LGBTQIA2S+ Pride Month and Capital City Pride Weekend

Attachments: [Proclamation](#)
[Capital City Pride Website](#)

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 two areas: (1) where the public testimony may implicate a matter on which the City Council will be required to act in a quasi-judicial capacity, or (2) 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 [26-0416](#) Approval of May 19, 2026 City Council Meeting Minutes
Attachments: [Minutes](#)
- 4.B [26-0357](#) Approval of a Resolution Authorizing Amendment No. 1 to the Option to Purchase Real Estate Agreement for the Real Property Located at 3126 Pacific Avenue SE (Also Known as the Jungle Encampment)
Attachments: [Resolution](#)
[Amendment No. 1](#)
- 4.C [26-0389](#) Approval of Resolution Authorizing an Agreement with AARP for a Community Challenge Grant
Attachments: [Resolution](#)
[Agreement](#)
- 4.D [26-0391](#) Approval of a Resolution Authorizing an Agreement with Puget Sound Energy for the Puget Sound Energy Residential Decarbonization Grants Program
Attachments: [Resolution](#)
[Agreement](#)
- 4.E [26-0404](#) Approval of a Resolution Authorizing an Agreement with Berger Partnership for Construction Administration Support Services at Jolene Unsoeld Community Park (formerly Yelm Highway Community Park)
Attachments: [Resolution](#)
[Agreement](#)

4. SECOND READINGS (Ordinances)

- 4.F [26-0347](#) Approval of an Ordinance Amending Ordinance 7454 (First Quarter Budget Amendment)
Attachments: [Ordinance](#)

4. FIRST READINGS (Ordinances) - None

5. PUBLIC HEARING - None

6. OTHER BUSINESS

- 6.A [26-0393](#) Approval of an Ordinance Extending a Declaration of Public Health Emergency Related to Insufficient Supply of Affordable Housing
Attachments: [Ordinance](#)
[Ordinance 7414](#)
[Accomplishments & Next Steps](#)
- 6.B [26-0402](#) Approval of Recommended Park Impact Fee Methodology, as Required

by State law

Attachments: [Residential Scaling for Park Impact Fees Memo](#)

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 Assistant to the City Manager at 360.753.8441 at least 48 hours in advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.



City Council

Special Recognition - Proclamation Recognizing LGBTQIA2S+ Pride Month and Capital City Pride Weekend

Agenda Date: 6/2/2026
Agenda Item Number: 2.A
File Number:26-0378

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

Title

Special Recognition - Proclamation Recognizing LGBTQIA2S+ Pride Month and Capital City Pride Weekend

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Proclaim June 2026 as LGBTQIA2S+ Pride Month and June 26-28, 2026 as Capital City Pride Weekend.

Report

Issue:

Whether to proclaim June 2026 as LGBTQIA2S+ Pride Month and June 26-28, 2026 as Capital City Pride Weekend.

Staff Contact:

Olivia Salazar de Breaux, Culture and Belonging Manager, Olympia Parks, Arts and Recreation Department, 360.753.8343

Presenter(s):

Natalie Coblenz, President, Capital City Pride

Background and Analysis:

Every June, people across the country celebrate LGBTQIA2S+ Pride Month. Pride began after the Stonewall Riots in 1969, when LGBTQIA2S+ (Lesbian, Gay, Bisexual, Transgender, Queer / Questioning, Intersex, Asexual, and Two Spirits) people stood up against unfair treatment. Since then, Pride has become a time to celebrate love, identity, and community. It is also a time to remember that everyone deserves to live with respect, safety, and fairness. In Olympia, Pride is more than a celebration-it reflects our values as a welcoming and inclusive city.

The City of Olympia is proud to sponsor and support Capital City Pride, which first started as Olympia

Pride. The festival has grown each year, and in 2026, it will celebrate its 35th anniversary. The event has brought people together with joyful events that honor LGBTQIA2S+ voices and create space for connection, fun, and belonging. The festival continues to grow and stay true to its mission of being open, safe, and accessible to all.

Pride Month is also important because LGBTQIA2S+ people, especially those who are transgender or non-binary, are facing new and ongoing challenges throughout the country. In Olympia, we are taking a strong stand for equality. In 2025, the City Council passed Resolution No. M-2591, making Olympia a Sanctuary City for LGBTQIA2S+ people. By officially declaring June as LGBTQIA2S+ Pride Month and celebrating Capital City Pride Weekend, Olympia is showing its support for love, safety, and equality for everyone.

Climate Analysis:

Capital City Pride is a zero-waste festival. The festival minimizes environmental impact by implementing vendor and parade participant policies preventing single-use plastic products; and promoting use of recyclable or compostable containers, water and energy conservation, and environmental education.

Equity Analysis:

This recognition raises awareness about the contributions and experiences of generations of LGBTQIA2S+ communities here in the Pacific Northwest and across the nation. This recognition benefits Olympia residents as well as those in neighboring communities by increasing a sense of belonging and inclusion.

Attachments:

Proclamation
Capital City Pride Website

PROCLAMATION

WHEREAS, the month of June was designated Pride Month to commemorate the Stonewall Riots of June 1969—an act of resistance against police brutality and oppression, and a pivotal moment in the ongoing struggle for LGBTQIA2S+ civil rights; and

WHEREAS, Pride is both a celebration of resilience and joy in LGBTQIA2S+ communities and a reminder that the fight for full equality is far from over; and

WHEREAS, across the country, there has been an alarming and unprecedented surge in legislation targeting LGBTQIA2S+ people—especially transgender, non-binary, and gender-expansive individuals—seeking to restrict access to healthcare, limit expression, and erode fundamental human rights; and

WHEREAS, in the face of these attacks, it is imperative for local and state governments to not only celebrate the diversity of our communities but to actively safeguard the dignity, rights, and safety of LGBTQIA2S+ individuals; and

WHEREAS, Washington State continues to advance protections for LGBTQIA2S+ communities, building on Governor Jay Inslee’s 2024 inclusive education bill with significant 2025 legislation under Governor Bob Ferguson. This includes expanding access to gender-affirming care, aligning parental rights with nondiscrimination laws, improving access to hormone therapy, and streamlining gender marker changes on official documents; and

WHEREAS, the City of Olympia proudly affirms that love is love, trans rights are human rights, and that everyone deserves to live free from fear, discrimination, and violence regardless of their sexual orientation, gender identity, or gender expression; and

WHEREAS, in 2025, the Olympia City Council adopted Resolution No. M-2591, officially declaring Olympia a Sanctuary City for LGBTQIA2S+ individuals. This resolution strengthens protections, affirms the rights to gender-affirming care and expression, and commits the City to opposing discrimination in all forms; and

WHEREAS, Olympia has been honored to serve as the host city for the first Olympia Pride, later renamed Capital City Pride, and every Pride since; and

WHEREAS, in 2026 Capital City Pride celebrates its 35th anniversary, continuing to uplift and empower our community, creating spaces that celebrate the joy, resilience, and unity of LGBTQIA2S+ people. The three-day celebration produces more than ten empowering stages for performances all led by Queer

Black, Indigenous, People of Color (BIPOC) Community & Women, reflecting its growing impact and deepening commitment to inclusivity, health, accessibility, and community connection; and

WHEREAS, the City of Olympia honors and celebrates the contributions, creativity, and resilience of the LGBTQIA2S+ community and recommits to being a welcoming, inclusive, and just city for all; and

NOW THEREFORE, BE IT RESOLVED, that the Olympia City Council does hereby proclaim

*JUNE 2026 as LGBTQIA2S+ PRIDE MONTH and
JUNE 26th, 27th, and 28th as CAPITAL CITY PRIDE WEEKEND*

in the City of Olympia, and reaffirms the City's unwavering commitment to protecting and uplifting LGBTQIA2S+ communities and standing resolutely against hate in all its forms.

*SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 2nd DAY
OF JUNE, 2026*

OLYMPIA CITY COUNCIL

*Dontae Payne
Mayor*



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

City Council

Approval of May 19, 2026 City Council Meeting Minutes

Agenda Date: 6/2/2026
Agenda Item Number: 4.A
File Number:26-0416

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

Title

Approval of May 19, 2026 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501
Information: 360.753.8441

Tuesday, May 19, 2026

6:00 PM

Council Chambers, Online and Via
Phone

Watch the meeting at www.olytv3.com

Register for virtual public comment:

https://us02web.zoom.us/webinar/register/WN_8NXHI1V-SjCgYDsOD-oSpg

1. ROLL CALL

Present: 7 - Mayor Dontae Payne, Mayor Pro Tem Yén Huỳnh, Councilmember Dani Madrone, Councilmember Robert Vanderpool, Councilmember Clark Gilman, Councilmember Kelly Green and Councilmember Paul Berendt

1.A ANNOUNCEMENTS - None

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [26-0358](#) Special Recognition - Proclamation Recognizing May as Olympia Heritage Month

Councilmembers read a proclamation recognizing May as Olympia Heritage Month.

The proclamation was received by Heritage Commission Member Bill Cotter.

The recognition was received.

3. PUBLIC COMMENT

The following people spoke: C-C Coates, Dee Dee Smith, Rick Hoonan, David Webb, Tye Gundel, Molly O'Neil, Gary Meyers, Stephen Bramwell, and Mary Julezan.

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

4. CONSENT CALENDAR

4.A [26-0350](#) Approval of May 5, 2026 City Council Meeting Minutes

The minutes was adopted.

- 4.B [26-0379](#) Approval of May 12, 2026 Study Session Meeting Minutes

The minutes was adopted.

- 4.C [26-0348](#) Approval of a Resolution Authorizing Submission of an Application for a National Endowment for the Arts Grants for Arts Projects Grant for the Daley Arts Center

The resolution was adopted.

4. SECOND READINGS (Ordinances) - None

4. FIRST READINGS (Ordinances)

- 4.D [26-0347](#) Approval of an Ordinance Amending Ordinance 7454 (First Quarter Budget Amendment)

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

Approval of the Consent Agenda

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

Aye: 7 - Mayor Payne, Mayor Pro Tem Huỳnh, Councilmember Madrone, Councilmember Vanderpool, Councilmember Gilman, Councilmember Green and Councilmember Berendt

5. PUBLIC HEARING - None

6. OTHER BUSINESS

- 6.A [26-0360](#) Civilian Police Auditor 2025 Annual Report

Community Engagement Program Specialist Margo Morales introduced the briefing. Police Chief Shelby Parker shared an overview of Olympia Police Department's 2025 Use of Force data. Police Auditors from the OIR Group Stephen Connolly and Michael Gennaco presented their 2025 Annual Report and recommendations.

Councilmembers asked clarifying questions.

The report was received.

7. CONTINUED PUBLIC COMMENT

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS**9. CITY MANAGER'S REPORT AND REFERRALS****10. EXECUTIVE SESSION****10.A** [26-0376](#) Executive Session Pursuant to RCW 42.30.110(1)(i); Litigation and Potential Litigation

Mayor Payne recessed the meeting at 8:36. He asked the City Council to reconvene in 5 minutes for an Executive Session pursuant to RCW 42.30.110(1)(i); Litigation and Potential Litigation. He announced no decisions would be made, the meeting was expected to last no longer than 60 minutes, and the City Council would adjourn immediately following the Executive Session.

Mayor Payne reconvened the City Council at 8:40 p.m. The Deputy City Attorney was present at the Executive Session.

The Executive Session was adjourned at 9:31 p.m.

The executive session was held and no decisions were made.

10. ADJOURNMENT

The meeting adjourned at 9:31 p.m.



City Council

Approval of a Resolution Authorizing Amendment No. 1 to the Option to Purchase Real Estate Agreement for the Real Property Located at 3126 Pacific Avenue SE (Also Known as the Jungle Encampment)

Agenda Date: 6/2/2026
Agenda Item Number: 4.B
File Number:26-0357

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

Title

Approval of a Resolution Authorizing Amendment No. 1 to the Option to Purchase Real Estate Agreement for the Real Property Located at 3126 Pacific Avenue SE (Also Known as the Jungle Encampment)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Resolution Authorizing Amendment No. 1 to the option to purchase Real Estate agreement between the City of Olympia and JJP Group LLC for the real property located at 3126 Pacific Avenue SE, Olympia, Washington.

Report

Issue:

Whether to approve the Resolution Authorizing Amendment No. 1 to the option to purchase Real Estate agreement between the City of Olympia and JJP Group LLC for the real property located at 3126 Pacific Avenue SE, Olympia, Washington.

Staff Contact:

Stacey Ray, Assistant City Manager, 360.753.8046

Presenter(s):

Consent Calendar Item

Background and Analysis:

The City of Olympia and JJP Group, LLC signed an Option to Purchase Real Estate Agreement (Option Agreement) on June 20, 2024, giving the City the option to buy real property located at 3126 Pacific Avenue SE. This property is commonly referred to as The Jungle encampment and

contains the largest unhoused homeless encampment in Thurston County.

Staff have determined that the Property could support future uses such as temporary shelter, affordable housing, roadway access, wetlands protection, and open space - all of which benefit the entire Olympia community.

The Option Agreement currently expires on June 30, 2026. Both the City and JJP Group, LLC, wish to extend the option to purchase term for three years and amend the agreement, as allowed under Section 15.3 of the Option Agreement. Terms of the proposed Amendment No. 1 are:

- Option term is extended for three years to June 30, 2029.
- City will pay \$80,000 per year for the extension.
- Option payments from 2024 and 2025 will *not* count toward the future purchase price if the City exercises its right to purchase.
- Future Option payments made for 2026, 2027, and 2028, *will* count toward the purchase price if the City buys the Property. If the City chooses not to purchase, all payments are non-refundable.
- JJP Group, LLC gives the City full authority to allow homeless outreach workers onsite and to allow vehicles to access, drive on, and park on the Property to provide homeless outreach activities during the option period.
- JJP Group, LLC also gives the City the right to restrict access to the Property and trespass people from the Property during the option period.

The City of Olympia is working with the City of Lacey, Thurston County, Intercity Transition and regional service providers on a phased approach to reducing the population at The Jungle encampment with the goal of safety and compassionately closing it. A final timeline has not been set, and the current expectation is that the transition will happen in phases over time. Extending the option gives the group time to develop a transition plan, access the site to perform outreach, and trespass people if necessary.

Climate Analysis:

Developing the Property (like building a new road or housing) could increase carbon emissions, since the site is currently undeveloped. However, any future project will follow the Thurston Climate Mitigation Plan and include measures to offset emissions.

A new collector road will increase the efficiency of transportation by improving access to medical services, including Providence St. Peter Hospital, and by improving connections to the Martin Way transit corridor.

Moving people out of the encampment will allow cleanup and help protect the surrounding wetlands, which sequester carbon and provide natural cooling. Any construction near wetlands will include buffers to protect them.

Equity Analysis:

Olympia's housing crisis disproportionately affects Black, Indigenous, and people of color due to past and current discriminatory policies.

The 2022 Assessment of Fair Housing shows that people using Housing Choice Vouchers or on the waitlist for housing assistance are more likely to be BIPOC, people with disabilities, and members of other protected classes.

Staff are committed to finding uses for this site that support people most impacted by the housing crisis and create opportunities for low-income residents, including pathways to homeownership.

Neighborhood/Community Interests (if known):

There is strong community concern about the safety and well-being of residents living in The Jungle encampment, as well as concerns about environmental damage and neighborhood impacts related to the unmanaged site.

Financial Impact:

The current purchase price is \$3 million (subject to appraisal). Extending the option will cost \$80,000 per year for three years, paid with Economic Development Reserve Funds. Option payments from 2026-2028 will apply to the purchase price if the City buys the Property. If the City does not, the payments are nonrefundable.

Options:

1. Move to approve the Resolution Authorizing Amendment No. 1 to the Option to Purchase Real Estate Agreement between the City of Olympia and JJP Group LLC for the purchase of real property located at 3126 Pacific Avenue SE, Olympia WA.
2. Move to approve the Resolution with Council-directed modifications.
3. Take no action. This may limit the City's ability to address and mitigate The Jungle encampment.

Attachments:

Resolution
Amendment No. 1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AMENDMENT NO. 1 TO THE OPTION TO PURCHASE REAL ESTATE AGREEMENT BETWEEN THE CITY OF OLYMPIA AND JJP GROUP, LLC FOR FUTURE TEMPORARY SHELTER/HOUSING, AFFORDABLE LOW INCOME HOUSING, A PUBLIC ROADWAY, WETLANDS PRESERVATION, AND OPEN SPACE

WHEREAS, JJP Group, LLC is the owner of certain property located at 3126 Pacific Avenue, SE Olympia, Washington, consisting of approximately 11.59 acres ("JJP Property"); and

WHEREAS, Staff have determined that the property could support future uses such as temporary shelter, affordable housing, roadway access, wetlands protection, and open space – all of which benefit the entire Olympia community; and

WHEREAS, the City of Olympia and JJP Group, LLC signed an Option to Purchase Real Estate Agreement ("Option Agreement") on June 20, 2024, giving the City the option to buy the JJP Property. That option currently expires on June 30, 2026; and

WHEREAS, pursuant to Section 15.3 of the Option Agreement, the parties mutually desire to extend the option term and amend certain terms of the Option Agreement;

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

1. The Olympia City Council hereby accepts the terms and conditions negotiated with JJP Group, LLC contained in Amendment No. 1 to the Option to Purchase Real Estate Agreement between the City of Olympia and JJP Group LLC.
2. The City Manager, or designee, is authorized and directed to execute Amendment No. 1 to the Option to Purchase Real Estate Agreement on behalf of the City of Olympia, and to make any amendments or minor modifications as may be required and are consistent with the intent of Amendment No. 1 or are required to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

**AMENDMENT NO. 1
TO
OPTION TO PURCHASE REAL ESTATE AGREEMENT**

This **AMENDMENT NO. 1** to the **OPTION TO PURCHASE REAL ESTATE AGREEMENT** (“Option Agreement”) is made by and between JJP Group LLC (“Optionor”), and the CITY OF OLYMPIA, a municipal corporation organized under the laws of the State of Washington (“Optionee”), together known as the parties (“Parties”), effective as of the “Effective Date” (as defined in Section 15.15 of the Option Agreement, which shall mean for purposes of this Amendment No. 1, the later of the following dates the parties have affixed their signatures to Amendment No. 1: (1) the date of Optionee’s signature; or the date of Optionor’s signature).

WHEREAS, Optionor is the owner of certain real property located in the City of Olympia, Thurston County, Washington, legally described on Exhibit A to the Option Agreement recorded under Auditor File No. 5020757 (“Property”), and in Exhibit A attached hereto; and

WHEREAS, the parties wish to amend specific terms of the Option Agreement as provided in Section 15.3 of the Option Agreement, and to reduce in writing the agreed amended terms; and

WHEREAS, the signatories to this Amendment No. 1 to the Option to Purchase Real Estate Agreement are authorized to execute Amendment No. 1, and associated documents, to correct legal descriptions if need be, and to correct scrivener’s errors and other errors or omissions that are otherwise in substantial conformance with this Amendment No. 1 to the Option Agreement;

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, Optionor and Optionee agree to modify and amend the Option Agreement as follows:

1. **Option Term.** The Option Term specified in Section 2.1 of the Option Agreement is extended for a period of three (3) years commencing July 1, 2026, and expiring after June 30, 2029.

2. **Option Price.** The Option Price specified in Section 3 of the Option Agreement is modified and amended that Optionee shall pay Optionor the amount of Eighty Thousand Dollars and No/100 Cents (\$80,000.00) U.S. per year for the extension of the Option to purchase the Property. The first Option payment shall be due to Optionor on or before June 30, 2026. If the Option is not exercised by Optionee, payment for the second and third years of the Option shall be made to Optionor on or before June 30, 2027, and June 30, 2028.

3. **Application of Option Payments Towards Purchase Price.** Application of Option payments toward the purchase price in Section 4 of the Option Agreement is modified and amended as to Option payments previously made by Optionee to Optionor for the years ending June 30, 2024, and June 30, 2025, as follows: Option payments for the years 2024 and 2025 shall not be applied toward and deducted from the purchase price of the Property, in the event the Optionee decides to purchase the Property.. However, future Option payments made for the three (3) years commencing July 1, 2026, June 30, 2027, and June 30, 2028, shall be applied toward and deducted from the purchase price of the Property, if Optionee elects to exercise its Option to purchase.

4. **Additional Terms.** Section 12 is modified and amended to add the following additional subsections' terms and conditions that shall also apply to the Option to Purchase Real Estate Agreement, which shall be numbered as follows:

5. **Authority to Grant Access to Property for Parking Vehicles.** During the Term of this Option, Optionor grants to Optionee the sole authority to grant access through a gate to the Property to persons or entities performing homeless outreach activities on Optionor's Property, allowing such persons or entities to temporarily drive vehicles beyond the gate onto the Property, and to park such vehicles on the Property while performing homeless outreach activities. Optionee shall have the sole right to determine access to the Property which shall be subject to an access agreement between Optionee and each person or entity granted access to provide homeless outreach activities, which access agreement must specify the terms of the grant of access, including waiving any claims for damages against Optionor or Optionee related to access by persons or entities entering the Property to provide homeless outreach activities. Any authority granted in this section shall terminate if this Option Agreement expires.

6. **Authority to Trespass Persons from Property.** During the Term of this option, Optionor grants to Optionee or Optionee's employees, agents, contractors, or officials the right to restrict access to the Property during the Option to Purchase Real Estate Agreement, including the right to trespass persons from the Property. Any authority granted in this section shall terminate if this Option Agreement expires.

7. **No Other Changes.** All other terms of the Option Agreement recorded under Auditor File No. 5020757 remain in effect and are unchanged by this Amendment No. 1 to the Option Agreement. This Amendment No. 1 shall be recorded with the Auditor's Office of Thurston County, Washington.

[Remainder of page is left intentionally blank.]

EXHIBIT A
Legal Description

PARCEL A:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 18 NORTH, RANGE 1 WEST, W.M. LYING SOUTHERLY OF MARTIN WAY, WEST OF COLLEGE CITY BERRY TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 7, AND OF LEACH JOHNSON HILL TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 2, AND NORTH OF THE SOUTH LINE OF TRACT CONVEYED TO E. CHRISTENSEN AND WIFE BY DEED DATED JANUARY 7, 1937, AND RECORDED IN VOLUME 154 OF DEEDS, PAGE 392;

EXCEPTING THEREFROM, THAT PORTION LYING NORTH AND EAST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF SAID COLLEGE CITY BERRY TRACTS, 470 FEET SOUTH OF THE INTERSECTION OF THE SOUTHERLY LINE OF SAID MARTIN WAY THEREWITH, SAID SOUTHERLY LINE OF MARTIN WAY BEING 60 FEET DISTANT SOUTHERLY FROM ITS ESTABLISHED CENTERLINE ACCORDING TO SURVEY THEREOF, AND RUNNING THENCE WEST 139.35 FEET AND NORTH 200 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF TRACT CONVEYED TO ALFRED R. HENDERSON AND WIFE, BY DEED DATED JULY 22, 1952 AND RECORDED UNDER AUDITOR'S FILE NO. 508131, AND THENCE ALONG THE BOUNDARY OF SAID HENDERSON TRACT WEST 109 FEET, MORE OR LESS, AND NORTH 250 FEET TO SAID SOUTHERLY LINE OF MARTIN WAY.

IN THURSTON COUNTY, WASHINGTON.

PARCEL B:

THAT PART OF THE SMITH DONATION CLAIM NO. 42, IN SECTION 18, TOWNSHIP 18 NORTH, RANGE 1 WEST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SMITH CLAIM WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, SAID TOWNSHIP AND RANGE; RUNNING THENCE EAST ALONG SAID NORTH LINE OF CLAIM 161.15 FEET; THENCE SOUTH 150 FEET; THENCE WEST 26 FEET; THENCE SOUTH 356 FEET, MORE OR LESS, TO THE NORTHERLY MARGIN OF PACIFIC AVENUE; THENCE NORTHWESTERLY ALONG SAID NORTHERLY MARGIN 147.9 FEET, MORE OR LESS, TO A POINT SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 450 FEET, MORE OR LESS, TO SAID POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF WASHINGTON BY DEED RECORDED APRIL 24, 1985 UNDER AUDITOR'S FILE NO. 8504240091.

IN THURSTON COUNTY, WASHINGTON.



City Council

Approval of Resolution Authorizing an Agreement with AARP for a Community Challenge Grant

Agenda Date: 6/2/2026
Agenda Item Number: 4.C
File Number:26-0389

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

Title

Approval of Resolution Authorizing an Agreement with AARP for a Community Challenge Grant

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a resolution authorizing an agreement with AARP for a Community Challenge Grant.

Report

Issue:

Whether to approve a resolution authorizing an agreement with AARP for a Community Challenge Grant.

Staff Contact:

Natalie Weiss, Climate Resilience Coordinator, City Manager's Office, Climate Programs, 360.570.5828

Presenter(s):

None

Background and Analysis:

During the 2021 Heat Dome event, many older adults suffered heat-related illnesses due to limited access to cooling, low awareness of early heat-related illness symptoms, and affordability and mobility barriers that made it difficult to access life-saving services. In 2025, we identified in the Climate Risk and Vulnerability Assessment that extreme heat and wildfire smoke will be a high risk to the wellbeing and health of Olympians. As extreme heat and smoke events become more severe, low-income, homebound older adults will face elevated health risks and require additional support to safely shelter in place.

To address this need, the Climate Programs team developed a pilot portable heat pump and air

purification program in partnership with Lewis, Mason, Thurston Area Agency on Aging (LMTAAA) and South Puget Sound Habitat for Humanity. We will conduct targeted outreach to older adults through LMTAAA's client services network and install portable heat pumps and air purifiers to clients most impacted by extreme events. The program is taking place during the spring and summer of 2026.

The Climate Programs team applied to and received additional grant funding from AARP to support the program. We were awarded \$15,000 in no-match grant funds to buy and install additional cooling and air purifier units. The grant funding will expand the number of clients served in the pilot program by 25%.

Climate Analysis:

The AARP Community Challenge Grant funds will support the implementation of Olympia2045 goals and policies PC2.1, PL5.3, and PL5.4, which focus on increasing access to cooling and air filtration in existing buildings and prioritizing resilience strategies for vulnerable populations most impacted by extreme weather events.

Equity Analysis:

Climate change affects everyone. However, some people and communities in Olympia (sometimes referred to as frontline communities) will experience greater impacts due to their age, race, gender, health, where they live, or what they do for work.

Older adults are disproportionately impacted by extreme heat and wildfire smoke events. Many older people have pre-existing conditions or health issues that make them more susceptible to dangerous health impacts during heat and smoke events. Many older adults also have limited mobility, making it difficult to travel to a safe place, and necessary to have the resources to shelter-in-place.

Neighborhood/Community Interests (if known):

There is considerable community interest in climate action, particularly for increasing awareness and preparedness for extreme heat and wildfire smoke events. We used comments from community engagement conducted during the Comprehensive Plan development to create the scope of work for the grant.

Financial Impact:

The AARP Community Challenge Grant is \$15,000. There are no matching funds required for the grant. The funds will be used to purchase and install 12 additional portable heat pump and air purification systems and conduct targeted outreach and education.

Options:

1. Move to approve the Resolution Authorizing an Agreement with AARP for a Community Challenge Grant.
2. Move to approve the Resolution Authorizing an Agreement with AARP for a Community Challenge Grant, with specific modifications.
3. Do not move to approve the Resolution Agreement with AARP for a Community Challenge Grant.

Attachments:

Resolution

Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE AARP COMMUNITY CHALLENGE GRANT AGREEMENT BETWEEN THE CITY OF OLYMPIA AND AARP FOR A COMMUNITY CHALLENGE GRANT

WHEREAS, the AARP Community Challenge Grant provides grant funding to support local initiatives that deliver tangible improvements to communities. The flagship community challenge grant funds projects that benefit residents 50 and older in a range of categories, including strengthening disaster resilience, preparedness, and mitigation; and

WHEREAS, the City of Olympia identified that older adults in Olympia are at a high risk of extreme heat and smoke events in the Climate Risk and Vulnerability Assessment published in 2025. The adopted Olympia2045 Comprehensive Plan’s Climate Chapter and accompanying Implementation Plan states the City’s goal to expand access to affordable climate solutions for populations most impacted by extreme heat and smoke events; and

WHEREAS, the City of Olympia will provide in-home cooling and improved indoor air quality through a portable heat pump and air purification program to older adults most vulnerable to extreme weather events. The project will also distribute education and outreach materials to older adults in Olympia about ways to stay safe during heat waves and wildfire smoke events. The grant-funded project will be implemented in coordination with Lewis, Mason, Thurston Area Agency on Aging and South Puget Sound Habitat for Humanity; and

WHEREAS, the City of Olympia has been awarded a \$15,000 Community Challenge Grant from AARP in the strengthening disaster resilience category to support older adults in Olympia to prepare for and mitigate the impacts of more frequent and extreme heat and smoke events.

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL RESOLVES as follows:

1. The Olympia City Council hereby approves the attached form of Interagency Agreement between the City of Olympia and AARP for a Community Challenge Grant, and the terms and conditions contained therein.
2. The City Manager or his designee is directed and authorized to execute on behalf of the City of Olympia the attached Interagency Agreement, and any other documents necessary to receive the Community Challenge Grant, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Interagency Agreement, and to correct any scrivener’s errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

SENIOR DEPUTY CITY ATTORNEY

May 8, 2026

AARP Community Challenge Grant Agreement

This AARP Community Challenge Grant Agreement (“Agreement”) serves as an agreement between **AARP**, a social welfare organization located at 601 E Street NW, Washington, DC 20049, and **City of Olympia, a municipality**, located at **601 4th Ave E, Olympia, Washington 98501** (“Organization”).

Whereas, AARP wishes to grant Organization funding for the purposes set forth herein, and Organization wishes to perform the grant activities described herein. Therefore, in consideration of the mutual promises and advantages to the parties (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows.

1. **Funding.** AARP shall provide Organization with a one-time payment of grant funding in the amount of **\$15,000.00** (“Grant Funds”). Grant Funds will not be distributed under this Agreement until the Agreement is fully executed by both parties and AARP has received the signed Agreement from Organization.
2. **50+ Focus.** Organization will use the Grant Funds to improve the local community with a focus on the needs of people age 50+ by supporting disaster resilience for older adults and all residents (with a focus on people age 50 and older).
3. **Project Timeline.** Organization will perform the Grant Activities (defined below) between the date of execution of this Agreement and **December 15, 2026, at 11:59 p.m.** (“Grant Period”).
4. **Scope of Grant and Anticipated Activities to Be Funded.** Organization shall use the Grant Funds to undertake the following activities in Olympia, Washington during the Grant Period and achieve the following deliverables (collectively “Grant Activities”):
 - a. Organization will install twelve (12) portable heat pumps and air filtration systems in residences of high-risk older adults to support reliable cooling and improved indoor air quality.
 - b. Organization will develop one (1) set of educational materials, discussion prompts, and call scripts to support heat and smoke safety outreach to those age 50-plus.
 - c. Organization will use these materials to engage 1,000 older adults in recognizing heat- and smoke-related risks and implementing protective actions in their homes.
 - d. Organization agrees that these Grant Activities will be performed by licensed contractors or qualified trade professionals, as required by applicable law.
 - e. In compliance with the Community Challenge Promotional Toolkit provided by AARP, which is incorporated herein by reference, Organization will include AARP-provided branding and language that indicates AARP’s support for the Grant Activities, as applicable:
 - i. Events and temporary demonstrations: Signs, banners, or similar signage associated with the activity will indicate that the event or activity was funded with support from AARP and, as applicable, third-party funders
 - ii. Permanent structures: Structures (benches, wayfinding signs, community gardens, tables, seating, shelters, art installations, murals, or similar structures) will include a permanent plaque or other sign that indicates support from AARP and, as applicable, third-party funders
 - iii. Printed digital resources or similar communications: Materials will include the AARP logo and mention of support from AARP and, as applicable, third-party funders
5. **Reporting Requirements.** Organization agrees to submit to AARP a completed financial and programmatic after-action report (“AAR”), the generic form of which will be provided by AARP and is incorporated herein by reference. The completed AAR will detail all progress or achievement of the Grant Activities described herein and must include a description of Grant Activity outputs and outcomes. It may include personal stories

from residents who have benefited from the community improvements, which AARP and its third-party funders may publicize and distribute without limitation. The AAR may also include an itemized listing of any and all expenditures and drawdowns of the Grant Funds made during the Grant Period. Organization will submit the AAR with visuals (photos and/or video) to AARP by **December 31, 2026** (“AAR Deadline”). Organization agrees that the submission of the AAR at the conclusion of the project is required by the AAR Deadline and failure to submit the AAR will result in the removal from the AARP website until the time of submission, and non-completion will disqualify an applicant from future AARP Community Challenge grant programs.

6. **Material License.** Organization grants to AARP the right and license to use, edit, reproduce, distribute, publicly display, publicly perform, and/or make derivative works of any content, media or other materials (collectively, “Material”) provided by Organization to AARP. Such Material may be used in whole or in part, alone or together with other content, media or other materials, and in any form or on any platform. The rights granted to AARP in this term shall be irrevocable, perpetual, royalty-free and worldwide. Organization will not have any right of approval or receive any compensation as a result of AARP’s use of the Material.
7. **Privacy.** Organization will obtain a signed release from each identifiable individual captured in any photo and/or video taken or otherwise acquired by Organization and will submit such releases to AARP upon request. If Grant Activities involve any other data collection (including surveys), Organization will inform participants that Organization is not collecting data on AARP’s behalf or sharing it with AARP. Further, as part of any data collection activities Organization engages in hereunder, Organization agrees not to ask participants whether they are a member of AARP or an individual interested in AARP.
8. **Documentation and Right to Audit.** Organization shall retain invoices, receipts, accounting records and other supporting documentation for at least five (5) years following the expiration of the Grant Period. Organization shall maintain books and records consistent with generally accepted accounting principles and good business practices. AARP retains the right to audit Organization’s books and records upon reasonable notice, for the limited purpose of confirming that Grant Funds are expended and drawn down solely to conduct Grant Activities and in accordance with the terms of this Agreement. The obligations and rights granted in this section shall survive the expiration and termination of the Agreement.
9. **Permissible Use of Grant Funds, Repayments, and Refunds.** Organization shall use the Grant Funds exclusively for the performance of Grant Activities. AARP retains the right to receive an immediate refund of all improperly expended or unearned funds, as determined in AARP’s sole and reasonable discretion, from Organization upon written demand. If Organization anticipates a change in the scope or direction of Grant Activities, it must procure prior written approval from AARP before expending Grant Funds for any activity not specifically detailed herein. Furthermore, upon the expiration of the Grant Period or if Organization fails to comply with any term of this Agreement, Organization agrees to promptly return any unexpended portion of the Grant Funds in Organization’s possession upon receipt of written demand from AARP.
10. **Term and Termination.** The effective date of this Agreement shall be the date of execution, and the Agreement shall automatically terminate on **December 31, 2026**. This Agreement may be terminated by AARP at any time and for any reason upon written notification to Organization. Upon such termination, Organization shall return all unexpended portions of the paid Grant Funds to AARP with receipts and other documentation to substantiate the returned amount within forty-five (45) days of written receipt of early termination from AARP, and AARP shall have no further obligation to provide Organization with any Grant Funds.
11. **No Implied Agency.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on

behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the Agreement.

12. **No Commercial or Political Activity.** Both parties recognize that AARP is a nonprofit, non-partisan tax-exempt organization and agree that the Grant Funds will not be used to support or oppose political candidates or initiatives. Notwithstanding any specific deliverable herein, Grant Funds shall not be used to promote any commercial product or service or for-profit entity.
13. **No Collection of AARP Member Data.** At no time shall Organization collect or maintain any information from individuals involved in the Grant Activities that shall directly or indirectly identify such individuals as AARP members, member-prospects, or individuals interested in AARP.
14. **Indemnification.** To the extent allowable by applicable law, each party (the “Indemnifying Party”) shall defend, indemnify, and hold harmless the other party, its affiliates, and their respective partners, officers, employees, directors, agents, and representatives (each of whom is an “Indemnified Party”) against all liability, loss, suits, penalties, claims or actions, including any costs, damages, expenses (including attorneys’ fees and court costs), arising out of or resulting from (a) the negligent, reckless, or willful acts or omissions of Indemnifying Party, its officers, directors, employees, independent contractors, or agents, (b) the Indemnifying Party’s breach of applicable law or regulation; (c) the Indemnifying Party’s breach of this Agreement, including failure to comply with its obligations as set forth herein; and (d) any claim that the content, media, materials, activities, services, or work product of the Indemnifying Party infringe or violate the intellectual property or other rights of third parties, except to the extent caused by the Indemnified Party. The parties acknowledge and agree that the indemnity specified herein will include, without limitation, indemnification for settlements or compromises of matters covered by this indemnity. The Indemnifying Party shall not settle any such suit or claim without the Indemnified Party’s prior written consent if such settlement would be adverse to the Indemnified Party’s interest. The Indemnified Party may, at its option, conduct the defense in any third-party action arising as described above and the Indemnifying Party agrees fully to cooperate with such defense. The obligations and rights granted in this section shall survive the expiration and termination of the Agreement.
15. **Insurance.** Organization is responsible for all Grant Activities performed under this Agreement. Organization will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Grant Activities in accordance with generally accepted industry standards and as required by law. Organization will also ensure contractors, agents, subcontractors, and providers of services maintain insurance coverage consistent with this section.
16. **Acknowledgment and Trademark Licenses.** Organization shall acknowledge AARP’s support and, as applicable, third-party funding support, in all press releases, public announcements, and publicly released documents related to the Grant Activities detailed herein. To that end, AARP grants Organization a royalty-free non-exclusive, revocable license to use its name and corporate logo and, as applicable and where directed by AARP, the name and or logo of third-party funders, solely for that purpose and in compliance with the Community Challenge Promotional Toolkit provided by AARP. In addition, Organization grants AARP a non-exclusive, royalty-free, world-wide, license to use Organization’s corporate trademark, including its name and/or logo, for the limited purpose of communications regarding the grant between AARP and Organization to AARP members, the 50+ and the general public in promotion of AARP in all media and mediums, including without limitations, broadcast, print, online, and AARP membership materials until the expiration or termination of this Agreement. All trademark licenses granted under this section are non-transferable and Organization shall not create any new use of the AARP trademark upon expiration or termination of this Agreement.

- 17. **Warranties.** Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; and (e) the content, media and other materials (including Material as defined in Section 6) used or provided as part of the Agreement will comply with all applicable laws and regulations and will not contain any matter which is defamatory, unlawful, or which in any way infringes, invades, or violates any right of any person or entity, including privacy, publicity, copyright, and trademark. If necessary, Organization shall enter into written agreements and obtain written releases from third parties in order to ensure that any materials produced by the Organization hereunder can be used by AARP as contemplated herein.
- 18. **Confidentiality.** To the extent allowable by applicable law, both parties agree to take commercially reasonable measures to protect information obtained from the other, provided information is marked “confidential” or is of such a nature that the recipient party has reason to believe it is confidential.
- 19. **Additional Terms.** Organization shall not assign or otherwise transfer the Agreement, including by change of control, to any party without the prior written consent of AARP. This Agreement represents the entire agreement between the parties and replaces any prior agreement or proposed variation. Should there be any conflict between any forms or documents exchanged by the parties, the terms and conditions of this Agreement shall govern. This Agreement shall be amended only by mutual written agreement executed by all parties or their respective designees. The parties agree that this Agreement will be governed by the Laws of the District of Columbia without regard to District of Columbia conflict of laws statutes/rules. If any portion of this Agreement shall be declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.
- 20. **Notice.** For purposes of this Agreement, the following individuals shall serve as points of contact for both AARP and the Organization:

AARP

Mike Watson
Director, Livable Communities
601 E Street NW
Washington, DC 20049

City of Olympia

Natalie Weiss
601 4th Ave E
Olympia, Washington 98501

ACCEPTED AND AGREED TO BY:

AARP

By: _____
Printed Name: Mike Watson
Title: Director, Livable Communities
Date: _____

City of Olympia

By: _____
Printed Name: Steven J. Burney
Title: _____
Date: _____

APPROVED AS TO FORM:

Michael M. Young

SENIOR DEPUTY CITY ATTORNEY



City Council

Approval of a Resolution Authorizing an Agreement with Puget Sound Energy for the Puget Sound Energy Residential Decarbonization Grants Program

Agenda Date: 6/2/2026
Agenda Item Number: 4.D
File Number:26-0391

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

Title

Approval of a Resolution Authorizing an Agreement with Puget Sound Energy for the Puget Sound Energy Residential Decarbonization Grants Program

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a resolution authorizing an with Puget Sound Energy for the Puget Sound Energy Residential Decarbonization Grants Program.

Report

Issue:

Whether to approve a resolution authorizing an agreement with Puget Sound Energy for the Puget Sound Energy Residential Decarbonization Grants Program.

Staff Contact:

Dominic Jones, Building Decarbonization Program Manager, City Manager's Office, 360.753.8347

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Puget Sound Energy (PSE) Residential Decarbonization Grants Program

The PSE Residential Decarbonization Grants Program leverages funds from Washington State's Climate Commitment Act to help local organizations replace natural gas equipment with energy-efficient electric alternatives. This program specifically supports organizations that serve vulnerable populations by covering the costs of sustainable energy upgrades to make them more accessible to our community.

Eligible projects must be focused on decarbonization for single- and multi-family residences via:

- Installation of heat pump systems for space heating and cooling;
- Heat pump water heater installations; or
- Related electrification work

The City of Olympia was awarded \$350,000 of PSE Decarbonization Grant Funding to provide heat pump space conditioning and heat pump water heating retrofits in up to 10 affordable rental units with existing natural gas equipment through the Safe Housing and Rental Efficiency (SHARE) Accelerator Program.

Safe Housing and Rental Efficiency (SHARE) Accelerator

The Safe Housing and Rental Efficiency (SHARE) Accelerator is a voluntary City of Olympia pilot program, developed through a partnership with Olympia Community Solar (OCS). The program aims to connect owners of affordable rental housing within city limits to funding, guidance, and resources to streamline energy efficiency as well as health and safety upgrades. The pilot will support 10 rental units between 2026-2029, helping to create healthier, safer, and more energy-efficient homes.

SHARE Accelerator program benefits include:

- Two building assessments: A rental housing inspection and energy audit.
- A custom upgrade report outlining a recommended scope for health, safety, and efficiency improvements, as well as connections to external funding and financing.
- Program-exclusive incentives, including approximately \$15,000 per rental unit from existing program funds, or prospective PSE Decarbonization Grant Funding.
- Up to 30 hours of free technical assistance and project management support to complete building upgrades, valued at over \$5,000.

Building owners participating in the SHARE Accelerator will be required to execute a 7-year Affordability Covenant attached to the property deed, to maintain the property as an affordable rental unit, as a condition of receiving program assistance.

Climate Analysis:

The proposed action directly supports the City's climate goals and policies by implementing Comprehensive Plan Climate Policy PL5.8: Provide technical guidance and other incentives to encourage electrification and energy efficiency retrofits in existing buildings. Prioritize retrofits in overburdened communities and include protections to avoid displacement and financial burden on renters and small businesses.

Residential buildings are one of the largest sources of greenhouse gas emissions in Olympia, and providing heat pump and heat pump water heater retrofits through the SHARE Accelerator will enable a long-term reduction in greenhouse gas emissions by supporting energy-efficient heat pump space conditioning and heat pump water heating retrofits in Olympia rental units.

Equity Analysis:

The SHARE Accelerator Program directly benefits low-income rental households by supporting energy efficiency retrofits for owners of affordable rental properties. Reducing the upfront cost of energy efficiency improvements for landlords addresses the rental unit split incentive, where property owners pay for energy upgrades, while tenants receive the savings from reduced utility costs. Heat

pump space conditioning and weatherization retrofits also offer resilience co-benefits, including access to cooling, as well as improved comfort and indoor air quality.

Another benefit to low-income households includes the preservation of affordable rental housing in Olympia. As part of participation in the SHARE Accelerator, participating property owners execute an Affordability Covenant, ensuring the rental unit charges affordable rents and is maintained as a rental property for a seven-year period.

Neighborhood/Community Interests (if known):

In 2023, the City of Olympia conducted an Assessment of Fair Housing in Collaboration with Thurston County, and the Housing Authority of Thurston County. Of the 600+ total community survey respondents, approximately 300 were renters and 80 were Housing Choice Voucher participants. The top three environmental health concerns by renters were high heating costs or insufficient heat, high cooling costs, or insufficient cooling, and mold.

Financial Impact:

The City has been awarded a \$350,000.00 grant to provide energy efficiency and electrification retrofits in rental units through the SHARE Accelerator program. PSE Decarbonization Grant Program funds must be spent by June 30, 2027. The PSE Decarbonization Grant award will be used for heat pump and/or heat pump water heater retrofits and enabling electrical upgrades in low-income rental units. There are no matching funds required to accept this grant award.

Options:

1. Approve a resolution authorizing an agreement between the City of Olympia and Puget Sound Energy for a PSE Residential Decarbonization Grant.
2. Approve a resolution authorizing an agreement between the City of Olympia and Puget Sound Energy for a PSE Residential Decarbonization Grant with amendments.
3. Do not approve a resolution authorizing an agreement between the City of Olympia and Puget Sound Energy for a PSE Residential Decarbonization Grant.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF OLYMPIA AND PUGET SOUND ENERGY FOR THE PUGET SOUND ENERGY RESIDENTIAL DECARBONIZATION GRANTS PROGRAM

WHEREAS, in 2021, the Olympia City Council adopted Resolution No. M-2194 declaring a state of climate emergency, given that the climate crisis poses an urgent threat to the health and well-being of our City, region, state, country, and world, making climate change a current and imminent crisis which intersects with all other crises facing humanity and our planet; and

WHEREAS, the Olympia City Council adopted Resolution No. M-2320 pledging to reduce Olympia’s greenhouse gas emissions by 59% compared to a 2019 baseline by 2030, and achieve net-zero community-wide emissions by 2040; and

WHEREAS, residential buildings are one of the largest sources of emissions in Olympia, and the Climate Chapter of the Olympia 2045 Comprehensive Plan includes Policy PL5.8, “Provide technical guidance and other incentives to encourage electrification and energy efficiency retrofits in existing buildings. Prioritize retrofits in overburdened communities and include protections to avoid displacement and financial burden on renters and small businesses”; and

WHEREAS, according to a 2016 study by ACEEE and Energy Efficiency for All, low-income, Black, and Latinx communities spend a much higher share of their income on energy. Additionally, this study found that 97 percent of excess energy burdens for renting households could be eliminated by bringing their homes up to median efficiency standards; and

WHEREAS, the City Council of Olympia recognizes that preservation of existing rental housing stock is of tremendous importance. Rental housing provides affordable housing for many and is a valuable asset that must be preserved and maintained. The City of Olympia has a significant interest in ensuring that rental housing remains a safe and desirable housing option for its residents; and

WHEREAS, in 2023 the City of Olympia partnered with Olympia Community Solar to envision and plan the SHARE Accelerator program, to provide streamlined technical support, guidance, and incentives to weatherize, electrify, and improve the resilience of affordable rental housing within the City of Olympia; and

WHEREAS, the City launched the SHARE Accelerator Pilot in March of 2026, with a goal to weatherize, electrify, and improve the resilience of 10 affordable rental housing units; and

WHEREAS, the Puget Sound Energy (PSE) Residential Decarbonization Grants Program, administered by Puget Sound Energy, provides grants to eligible agencies to replace natural gas equipment with energy-efficient electric alternatives; and

WHEREAS, the PSE Residential Decarbonization Grants Program is supported with funding from Washington’s Climate Commitment Act (CCA) and the CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health; and

WHEREAS, the City of Olympia applied for and was awarded a \$350,000 PSE Residential Decarbonization Grant to fund targeted electrification upgrades, including heat pump space conditioning, heat pump water heaters, and enabling electrical upgrades in rental units through the Safe Housing and Rental Efficiency (SHARE) Accelerator pilot program; and

WHEREAS, per Olympia Municipal Code Subsection 3.16.020.C, it is necessary for the City Council to approve the Grant Agreement and authorize the signature of all documents necessary to obligate funds for the Project;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL RESOLVES as follows:

1. The Olympia City Council hereby approves the agreement between the City of Olympia and Puget Sound Energy for the PSE Residential Decarbonization Grant Program and the terms and conditions contained therein.
2. The City manager or his designee is directed and authorized to execute on behalf of the City of Olympia the agreement between the City of Olympia and Puget Sound Energy for the PSE Residential Decarbonization Grant Program, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Grant Agreement, and to correct any scrivener’s errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

SENIOR DEPUTY CITY ATTORNEY

CCA DECARBONIZATION GRANT AGREEMENT

This AGREEMENT is made this 16th day of March, 2026, by and between **PUGET SOUND ENERGY** (“PSE”) and **City of Olympia** (“Participant”).

RECITALS

- A. Under PSE’s Climate Commitment Act (CCA) Decarbonization Program funding, as currently in effect and on file with the Washington Utilities and Transportation Commission, PSE offers grants for certain decarbonization measures installed or implemented at facilities that receive natural gas service from PSE.
- B. Participant intends to install, implement, purchase, or finance decarbonization measures and is requesting a grant from PSE.

AGREEMENTS

PSE and Participant agree as follows:

1. **PROJECT PREMISES/METER LOCATION ADDRESS:** Participant will install, implement, purchase, or finance the decarbonization measures listed in paragraph 2 (“Decarbonization Measures”) at the eligible locations identified (the “Premises”) by the Participant. Premise eligibility will be determined by the Participant’s program guidelines and the confirmation that the Premise uses PSE natural gas to fuel the main source of space and/or water heating. Participant represents either (a) that it is the owner or otherwise has the lawful authority to make the statements herein on behalf of the owner of the Premises, (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner of the Premises, or (c) is a third-party supporting the installation, implementation, purchase, or financing of the Decarbonization Measures and has obtained written authorization from the owner or lawful tenant of the premises. Customer represents either (a) that it is the owner or otherwise has the lawful authority to make the statements herein on behalf of the owner of the Premises, or (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner of the Premises.
2. **Decarbonization Measures.** Participant represents that it will purchase equipment or materials or has entered or will enter into an agreement with one or more contractors (the “Contractor”) for the installation, implementation, purchase, or financing at the Premises of the Decarbonization Measures which are detailed in *Attachment A: Participant SOW*, at the following costs:

	Decarbonization Measures	Eligible Grant ¹
1.	PSE Natural Gas Equipment Replacement(s) with Heat Pump Systems	\$350,000
	TOTAL (includes sales tax)	\$350,000

¹ The grant amount may be reduced at PSE’s sole discretion in the event of project cost reductions. See Section 3.

CCA DECARBONIZATION GRANT AGREEMENT

3. **Grant.** Upon the execution by all parties and PSE's receipt of this Decarbonization Grant Agreement, PSE agrees to grant the Participant 25% of the grant amount within 30 days. Participant agrees to provide monthly reports (*Attachment C: Monthly Report Form*) within the first week of each month for the duration of Grant Agreement. Upon project completion, final 75% of the grant amount will be issued by PSE to the Participant within 30 days of the receipt of the Participant's *Attachment D: Project Completion Report Form* and all final invoices. The summation of the two payments to the Participant will not exceed the eligible grant amount. The parties agree that all the Decarbonization Measures must be installed, and the Grant paid within 18 months of the signing of this Decarbonization Grant Agreement. If for any reason the installed cost of the Decarbonization Measures is less than the amount shown above and on Attachment A, PSE may decrease pro rata the amount of the Grant. In addition, the following are not eligible for reimbursement: fees incurred for project estimate or bids, site evaluation expenses, engineering expenses incurred prior to project funding, landscaping costs, construction bond costs, future maintenance or repair costs, donated, in-kind, or volunteer materials or labor. The Participant shall be responsible for paying any amount in excess of the amount of the Grant.
4. **Separate Contract.** Participant and participating Customers acknowledges and agrees that PSE is not, and shall not be deemed to be, a party to any purchase or installation contract relating to Decarbonization Measures, which shall be installed pursuant to a contract between Participant and its Contractor(s). Participant expressly acknowledges that PSE's involvement with respect to any aspect of the Decarbonization Measures is limited to the furnishing of the Grant. **PSE HAS NOT MADE AND DOES NOT MAKE (AND PARTICIPANT ACKNOWLEDGES THAT PSE DOES NOT MAKE) ANY IMPLIED OR EXPRESS WARRANTY (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS) REPRESENTATION, OR PROMISE WITH RESPECT TO EITHER (A) THE DECARBONIZATION MEASURES, (B) ANY MATERIALS AND LABOR REQUIRED FOR OR USED IN THE INSTALLATION OF THE DECARBONIZATION MEASURES, OR (C) THE INSTALLATION OF THE DECARBONIZATION MEASURES.**
5. **Final Cost Documentation, Access & Inspection:** Participant and Customer agree to promptly provide PSE, upon request: (1) documentation verifying equipment purchased and/or work performed in connection with the Decarbonization Measures installed; (2) reasonable access to and inspection of the Facility and Decarbonization Measures installed therein before, during and/or after implementation. Participating customers agree to authorize PSE to release customer account information, including billing and energy usage information, to an independent, third-party evaluator solely for the purposes of evaluating this program and other quality assurance purposes. The disclosure of this private information will comply with PSE's privacy policy and state regulation, which can be found at www.pse.com/privacypolicy.
6. **Release.** Participant and participating Customers release PSE from any and all claims, losses, harm, costs, liabilities, damages and expenses directly or indirectly resulting from or in connection with (a) the Decarbonization Measures, (b) any materials and labor required for or used in the installation of the Decarbonization Measures, (c) the installation of the Decarbonization Measures, or (d) the identification, handling and disposal of any associated hazardous waste materials.
7. **Termination.** In the event the Participant has received upfront grant funds from PSE and does not complete the Decarbonization Measure(s) within the approved project period, as set forth in this agreement, the Participant agrees to and shall refund PSE the amount of the grant not applied to completed Decarbonization Measures. In the event PSE provides upfront grant funds to the Participant and the Participant does not document to PSE's satisfaction, in its sole discretion, that the grant funds were used for the intended

CCA DECARBONIZATION GRANT AGREEMENT

Decarbonization Measure(s) as outlined in this agreement, the Participant agrees to and shall refund PSE an amount equal to the grant less those dollars spent on the intended Decarbonization Measures, as verified by PSE. Any amounts owed shall be returned to PSE within thirty (30) days of written notice or within thirty (30) days of the end of the approved project period, and PSE may offset such amounts against any current or future payments awarded to Participant.

8. **Entire Agreement.** This Agreement and its attachments set forth the entire agreement between the parties and supersede any and all prior agreements with respect to the Decarbonization Measures. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by all parties.

PUGET SOUND ENERGY

PARTICIPANT

By: _____

By: _____

Name: _____

Print Name: _____

Title: _____

Title: _____

Approved as to form:

Michael M. Young

Senior Deputy City Attorney

Attachment A**Project Summary: Safe Housing and Rental Efficiency (SHARE) Accelerator Pilot Program****Applicant:** City of Olympia**Grant Amount:** \$350,000. 25% upfront, 75% upon completion**Project Timeline:** Q1 2026 - Q4 2026**Scope of Work****Primary Objective:** Install heat pump space conditioning and heat pump water heating systems in up to 10 affordable rental housing units in Olympia to replace existing natural gas equipment.**Key Work Components:****1. Equipment Installation**

- Heat pump space conditioning systems
- Heat pump water heaters
- Replace natural gas heating equipment with electric alternatives

2. Electrical Infrastructure

- Electrical panel upgrades as required
- Service upgrades to support new electric equipment
- Safety remediation work

3. Permitting & Compliance

- City of Olympia mechanical, electrical, and plumbing permits
- Code compliance verification

4. Education & Support

- Post-installation consultation with property owners and tenant education resources
- Operation and maintenance guidance materials

Target Properties:

- Single-family and 2-4 unit multifamily rental properties serving low-income tenants ($\leq 80\%$ AMI) that are located within PSE's natural gas service area in Olympia
- Properties with existing natural gas space and water heating

Expected Outcomes:

- Decarbonization through electrification of 10 rental units
- Reduced energy burdens for low-income tenants
- Improved indoor air quality and comfort
- Long-term housing affordability preservation

REPORTING REQUIREMENTS SUMMARY

Reports should follow the structure outlined in Attachment C and D.

PSE Residential Decarbonization Grants 2026 Application Form

Program Overview

Puget Sound Energy (PSE) is pleased to announce the availability of a minimum \$6,500,000 in competitive grant funding through Washington State's Climate Commitment Act auction proceeds. These funds will support decarbonization projects scheduled for completion in 2026, with a focus on targeted electrification initiatives that replace natural gas equipment with electric alternatives.

Eligible Project Types: While heat pumps represent common electrification measures for space and water heating, PSE will consider all qualifying upgrades that eliminate natural gas usage in favor of electric systems.

Target Communities: This program is intended to provide funding for projects in underserved communities, highly impacted communities, vulnerable populations, and low-income households in both single-family and multi-family residential settings.

Application Process

Step 1: Review Requirements

Carefully review the program timeline and eligibility criteria outlined below. All application resources and supporting materials are available at www.pse.com/DecarbGrants

Step 2: Submit Inquiries

Direct all program questions to DecarbGrants@pse.com no later than **January 9, 2026**.

Step 3: Prepare Application Materials

Complete the application form and supplemental document checklist in collaboration with any project partners. All required fields must be completed for consideration. Provide comprehensive, detailed responses to ensure adequate project evaluation.

Step 4: Submit Complete Application

Submit all application materials via email to DecarbGrants@pse.com by **Friday, January 16, 2026, at 5:00 p.m. PT**.

Submission Requirements

- Application form must be submitted in Microsoft Word format (docx or .doc)
- Supplemental documents may be submitted in Word, PDF, Excel, or other standard file formats.
- Ensure all files are clearly labeled and organized.

Application Timeline

- **December 3, 2025** - Grants application is released online at www.pse.com/DecarbGrants
- **December 10, 2025 (9:00 a.m.)** - Live applicant Q&A session. The registration link to this webinar can be found at www.pse.com/DecarbGrants
- **January 9, 2026** - Final day to submit questions to DecarbGrants@pse.com
- **January 16, 2026** - Submission deadline for application and supplemental documents
- **January 30, 2026** - Awardees are notified.

PSE Residential Decarbonization Grants 2026 Application Form

A. Eligibility questions

The applicant must be able to answer “yes” to the following questions to be eligible for funding.

Is the project site located in PSE’s natural gas service area? Yes No

Is the applicant a Community Action Agency or other low-income weatherization provider; government related entities such as county agencies or city agencies; or non-profit housing provider that specifically serves vulnerable populations (defined as transitional housing, low-income housing, etc.)? Yes No

B. Summary

APPLICANT INFORMATION	
Organization Name	City of Olympia
Taxpayer Identification Number	91-6001261
Organization Description <i>Including mission, history, purpose and who the organization serves.</i>	<p>The City of Olympia is the capital city of Washington state, located in the South Puget Sound, along Interstate 5 at the gateway to the Olympic Peninsula. The City of Olympia honors and acknowledges the indigenous people who have stewarded this land since time immemorial and who still inhabit the area today, the Steh-Chass Band of Indigenous people of the Squaxin Island Tribe.</p> <p>Olympia has a population of approximately 55,605 residents, a majority of which are renters. We strive to provide housing that meets the needs of all residents, from low-income families to seniors and students, ensuring that no one is left behind. Additionally, we prioritize the health and well-being of communities that are disproportionately burdened by environmental impacts and actively work to address past harms.</p>
Primary Organization Contact <i>Please note - this person will also be responsible for providing ongoing quarterly reporting for the project.</i>	<p>Name: Dominic Jones</p> <p>Title: Building Decarbonization Program Manager</p> <p>Phone Number: 360.753.8347</p> <p>E-mail: djones@ci.olympia.wa.us</p> <p>Organization: City of Olympia</p>

PSE Residential Decarbonization Grants 2026 Application Form

Installer/Contractor
(if available)

Name:

TBD

Title:

Phone Number:

E-mail:

Organization:

PSE Residential Decarbonization Grants 2026 Application Form

PROJECT INFORMATION	
Project Name	Safe Housing and Rental Efficiency (SHARE) Accelerator Pilot Program
Physical Address(es) of Project (if known) <i>Include property name, street address, city, zip code. You may include a map if there are multiple buildings.</i>	Addresses TBD throughout City of Olympia limits
Customer Information: For the next four sections, provide as much detail as you have available. If project participation will not be determined until after an event, please explain.	
Physical Address(es) of Project <i>Include property name, street address, city, zip code. You may include a map if there are multiple buildings.</i>	Addresses TBD throughout City of Olympia limits
Site Owner(s) <i>Include lessee/lessor information. If applicant is the site owner, enter "N/A."</i>	Multiple Site Owners TBD, dependent upon applications received
PSE Account Number(s) <i>This is a 12-digit number, beginning with a 2, that can be found on customers' bills and online at www.pse.com. Please note if the building has multiple accounts.</i>	TBD
Account Holder(s) <i>What name is listed on the site's PSE natural gas bill?</i>	TBD

PSE Residential Decarbonization Grants 2026 Application Form

C. Project Narrative

PROJECT DETAILS

1. Provide a summary of the proposed project.

Program Overview

The [Safe Housing and Rental Efficiency \(SHARE\) Accelerator](#) is a City of Olympia pilot program, developed in partnership with Olympia Community Solar, that supports owners of affordable rental housing by providing direct funding, technical assistance, and coordinated resources to implement critical health and safety repairs alongside energy efficiency and electrification upgrades. The program is designed to improve the quality, safety, comfort, and energy performance of Olympia’s existing rental housing, streamline compliance with the City’s Rental Registry and Inspection Program, and preserve long-term housing affordability while reducing energy burdens for renters. Following two years of program design and planning, the City will launch a pilot in early 2026 serving approximately 10 rental units.

Purpose

The SHARE Accelerator is designed to address structural barriers that prevent energy efficiency improvements in rental housing and to respond to documented community needs.

- Addressing the split incentive: In rental housing, property owners typically bear the cost of capital improvements while tenants receive the benefits of reduced energy bills. This split incentive limits investment in energy efficiency upgrades, even as renters experience disproportionately high energy burdens. The SHARE Accelerator directly addresses this challenge by pairing funding for building improvements with affordability protections for tenants.
- Meeting the needs of a renter-majority community: Olympia is a majority-tenant community, with approximately 55% of residents living in rental housing. An estimated 67% of renter households earn less than 80% of Area Median Income, underscoring the importance of targeted investments that reduce housing and energy costs for low-income renter households.
- Responding to renter-identified health and safety concerns: In Fall 2022, the City conducted a fair housing survey with targeted outreach to organizations serving disadvantaged communities and low-income households. Renters identified their top environmental health concerns as:
 - High heating costs or insufficient heat
 - High cooling costs or insufficient cooling
 - Mold and poor indoor air quality

Program Structure

PSE Residential Decarbonization Grants 2026 Application Form

The SHARE Accelerator will be delivered through a structured, four-phase process that provides end-to-end support for participating building owners.

Phase 1: Building Assessments and Upgrade Planning (Q2 2026)

The purpose of Phase 1 is to assess building conditions and identify opportunities to improve building safety, comfort, and resilience, while advancing energy efficiency and decarbonization. Program participants will receive two building assessments: a health and safety inspection focused on tenant livability and an energy audit to identify efficiency and electrification opportunities. Based on these assessments, building owners will receive a comprehensive Building Upgrade Report outlining required and priority improvements, estimated costs, proposed phasing and timing, and available incentives and funding resources. Additionally, program staff will provide materials to tenants in participating units which includes staff contact information, resources on energy efficiency and electrification, as well as referrals to PSE customer programs (such as demand response enrollment and bill assistance programs), as well as the [City of Olympia Utility Lifeline programs](#).

Upgrades will be organized using a tiered framework that prioritizes tenant health and safety, cost-effectiveness, and potential for energy savings, decarbonization, and utility bill reductions:

- Tier 1: Prerequisite Health and Safety Upgrades (Required)
Program participants must address any identified health and safety risks. These requirements align with the City’s Rental Registry and Inspection Program and ensure that efficiency investments are made in safe, habitable buildings.
- Tier 2: High-Priority Energy Upgrades (Required)
Program participants will be required to implement high-impact energy efficiency and electrification measures, including:
 - Heat pump space conditioning
 - Heat pump water heating
 - Light building envelope upgrades
- Tier 3: Optional Energy Upgrades (Optional)
Program participants may pursue additional upgrades that further enhance tenant quality of life or generate additional energy savings. These measures will be implemented based on funding availability and owner and tenant interest.

For more information on SHARE Accelerator upgrade priorities and program offerings, please see the Proposed Upgrade Matrix and Participant Journey attached as supplemental information.

Phase 2: Funding Agreement Development (Q3 2026)

PSE Residential Decarbonization Grants 2026 Application Form

In Phase 2, program staff work with the property owner to develop a Funding Strategy for the proposed work, including any grant- and owner-funded upgrades. Staff will obtain contractor quotes for program-funded work, execute a Funding Agreement that defines the final project scope and terms, and execute a 7-year affordability covenant with the property owner to ensure continued rental affordability for tenants.

Phase 3: Project Implementation and Technical Assistance (Q4 2026 – 2028)

After the Funding Agreement is executed, property owners will have up to two years to complete the approved upgrades. Throughout this period, program staff will provide ongoing technical assistance, including project management support, help with funding and incentive applications, and quality assurance reviews of program-funded work.

If awarded PSE Decarbonization Grant funding, all heat pump space conditioning and water heater upgrades would be completed in Q4 2026.

Phase 4: Project Closeout and Affordability Compliance

In the final phase, program staff will verify that all upgrades outlined in the Funding Agreement have been completed. Building owners then submit annual affordability certifications to the City, in accordance with the terms of their affordability covenant.

FUNDING REQUEST

We are seeking a PSE Residential Decarbonization Grant to fund targeted electrification upgrades, including heat pump space conditioning, heat pump water heaters, and enabling electrical upgrades, for up to 10 affordable rental housing units with existing natural gas space heating and water heating in Olympia. These installations would occur in Q4 2026, as part of Phase 3 of the SHARE Accelerator pilot program.

This grant award would allow the City to dedicate existing program resources to prerequisite critical home repairs, weatherization upgrades, and renewable energy installations. Leveraging these funds will directly reduce energy burdens for low-income tenants in our community, while supporting decarbonization and long-term housing affordability.

2. Please describe the project team that will be leading the installation to completion.

City of Olympia:

Dominic Jones (Building Decarbonization Program Manager): Dominic Jones will be the City of Olympia lead on the SHARE Accelerator Pilot Program, and provide project management oversight, as well as managing the program contracts and budget.

PSE Residential Decarbonization Grants 2026 Application Form

Dominic has a background managing and implementing energy efficiency programs such as [Energize Olympia](#), and [Energize Thurston](#), which have resulted in over 400 heat pump and heat pump water installations in the City, and throughout Thurston County. This includes administration of state and federal clean energy grant awards to provide subsidized equipment installations for low- and moderate-income households within grant timelines.

Sarah Williams (Rental Registry Program Manager): Sarah Williams has assisted with program design and will support the SHARE Accelerator Pilot Program by helping review applications, verifying participant eligibility, verifying compliance with City of Olympia rental housing requirements, and ensuring program participants are meeting affordability requirements after upgrades have been completed. Sarah will also help respond to potential tenant concerns about participation in the SHARE Accelerator.

Sarah manages the City of Olympia's [Rental Registration and Inspection Program](#) in which she works with landlords to register their rental properties, helps oversee completion of health and safety inspections of rental units, and gathers data about housing trends. Sarah also has a background in tenant protections, which includes developing and providing resources to tenants.

Olympia Community Solar:

Mason Rolph (Executive Director): Mason has served as Olympia Community Solar's lead on the SHARE Accelerator, supporting the original concept application, and development of the pilot program. Mason, a graduate of The Evergreen State College, has co-authored publications with both the National Renewable Energy Laboratory (NREL) and the Smart Electric Power Association (SEPA). He has over seven years of program and project management experience and will directly support the Program Administrator.

Program Administrator: The project team will be supported by a 0.5 FTE Program Administrator whose duties will include facilitation of the building assessments, creating the building upgrade reports, providing technical assistance to landlords, quality assurance for energy efficiency upgrades, and supporting program evaluation.

Additionally, Olympia Community Solar has applied to the [Washington Climate Corps Network](#) for a fellow that would serve as an administrative assistant to the Program Administrator.

Contractors:

Equipment installations funded by the PSE Decarbonization Grant will be completed by competitively selected heat pump and heat pump water heater installers. Program staff will solicit estimates and bids to qualified contractors, with a focus on contractors who are participating in Energize Thurston, PSE Trade Allies, or the Washington State Department of Commerce HOMES and HARP rebate Qualified Contractor Network, in order to maximize potential incentives for landlords.

3. Describe the qualifications of the chosen installer(s), including their experience with similar projects.

PSE Residential Decarbonization Grants 2026 Application Form

Specific installers have not been selected yet, however, we expect to solicit bids for program-funded work in Q3-Q4 2026. For PSE Decarbonization Grant-funded work, program staff would solicit bids from at least 3 qualified heat pump and heat pump water heater installers per rental unit, and select the best-value bid, based on contractor experience, and ability to leverage additional incentives such as PSE residential rebates, and rebates/discounts from other regional programs such as Energize Thurston, and the HOMES and HARP rebates. Requirements for selected installers would include manufacturer-led certifications and training to maximize warranty options provided to SHARE Accelerator participants, PSE Trade Ally or Recommended Energy Professional status, demonstrated commitment to customer support and education, as well as support of the SHARE Accelerator’s goal to decarbonize rental units, and reduce tenant energy burdens.

4. Describe the current status of the project. Include planning and design work completed to date and the estimated project completion date.

In July of 2023, City began working with OCS to design and launch the Safe Housing and Rental Efficiency Accelerator (SHARE Accelerator), to streamline critical home repairs and deep energy retrofits for affordable rental housing throughout Olympia. Early work to develop this program was supported by a \$400,000 US Department Of Energy (DOE) Buildings Upgrade Prize (Buildings UP) Phase 1 award for the SHARE Accelerator Concept Application.

In 2024-2025, the City and OCS worked together to identify common goals, desired outcomes, and an implementation strategy for the SHARE Accelerator Pilot Program. Program staff anticipate the launch of a 10-unit pilot program in Q1 2026, with completion of PSE Decarbonization Grant-funded upgrades in Q4 2026

5. Identify potential challenges and risks to completing the project on time and within budget, and your strategy for mitigating each of those risks.

Please include any resourcing constraints you may be experiencing.

The most significant risk to the SHARE Accelerator is landlords opting out of the program, due to high upfront costs, uncertainty around program incentives, or executing a restrictive Affordability Covenant. The project team intends to mitigate these risks by providing a robust funding and financing package through existing program funds, and leveraging discounts through alignment with local energy efficiency programs such as Energize Thurston, PSE rebates, and the upcoming Washington State IRA HOMES and HARP programs.

The project team will create an individualized funding strategy for each participating unit, based on the specific needs of the property, and results of the building assessments. Program staff will provide recommendations on which building improvements should be funded by each program funding source, as well as providing suggested phasing, in order to minimize contracting or administrative delays from stacking multiple sources of funding. Additionally, building owners will be provided with 20 hours of technical and project management assistance, which can be used for support identifying, and applying for grants, rebates and financing.

If awarded a PSE Decarbonization Grant, we will be able to reserve existing program funds to provide property owners additional funding to address critical deferred maintenance, health and safety issues, and building envelope improvements. Providing property owners a greater incentive,

PSE Residential Decarbonization Grants 2026 Application Form

and increases the likelihood of completing building upgrades, and mitigates the largest risk to program success.

6. Describe the long-term maintenance plan, including sources of funding to implement the plan.

Identify who will oversee maintenance and any agreements with maintenance service providers, if known.

Landlords receiving funding through the SHARE Accelerator will be responsible for the long-term maintenance and care of installed equipment. However, if awarded PSE Decarbonization Grant Funding, existing program funds through the BUP Phase 1 prize will be reserved to provide property owners one year of professional service from the installation provider, as well as industry-standard labor and equipment warranties.

Additionally, program staff will provide landlords and tenants resources and guidance on how to use, and maintain their equipment properly. This includes a program closeout meeting, and post-installation pamphlets with information on how to operate equipment for maximum energy efficiency, recommended maintenance tips for system longevity, how often the systems should be professionally serviced, and service provider contact information.

CUSTOMERS SERVED (75% of Application Score)

7. Is the project serving low-income customers and/or customers located in a PSE Named Community?

The SHARE Accelerator program will directly serve low-income tenants in single family, or 2-4 unit multifamily rental units in Olympia. Prior to acceptance in the SHARE Accelerator, program staff will confirm landlords are charging affordable rents in participating rental units. For the purposes of this program, affordable rents are defined as follows:

- Subsidized affordable housing, such as Project-Based Section 8 housing, Low-Income Housing Tax Credit properties, and housing projects with local Home Fund or statewide Housing Trust Fund investment.
- Naturally occurring (i.e., non-subsidized) rental housing that is [affordable for households whose income is 80% or below of the area median income \(AMI\)](#). Rents are considered affordable when the monthly rent plus utilities, excluding telephone, do not exceed 30% of a household's monthly income.
- Rental housing that is occupied by low-income households, defined as 80% of AMI, including multifamily buildings where greater than 50% of the households earn 80% or less of AMI.

Although specific property addresses haven't been identified, 86% of City of Olympia's Census blocks are located in PSE Named Communities, so it is highly likely that SHARE Accelerator participants will be in a PSE Named Community. This includes 55% of Olympia's Census blocks in High Vulnerability areas, and 31% in Medium Vulnerability areas.

PSE Residential Decarbonization Grants 2026 Application Form

8. Is the project serving any of the following customer segments, and if so which ones: seniors, disabled individuals, transitional housing residents, tribal members.

Additionally, the SHARE Accelerator, the program is a renter-focused initiative. According to American Community Survey (ACS) data on Olympia’s tenant population:

- 36% of Olympia’s renter population is seniors over the age of 60
- 19% of Olympia residents have disabilities
- 67% of Olympia renters have incomes below 80% Area Median Income (AMI)
- 100% of Olympia’s American Indian or Alaska Native households are renters
- 55% of all Olympia residents are renters

Based on these demographics, it is highly likely that our program will serve the target customer segments of the PSE Decarbonization Grant. As we open applications for the SHARE Accelerator pilot in early 2026 we will encourage participation of rental units serving seniors, disabled individuals and tribal members, by directly contacting community organizations such as the Community Action Council of Lewis, Mason, and Thurston Counties, or Homes First, and targeting outreach to landlords serving seniors and disabled individuals.

9. Is the project serving owned or rented homes? If rented, are there any agreements in place to hold rent prices stable for any period of time?

The SHARE Accelerator program serves rental units within City of Olympia limits. As a requirement to receive funding and assistance, building owners must enter a contract with the City of Olympia, that includes an Affordability Covenant to ensure rental pricing remains affordable to low-income households for a 7-year period and upgrade costs aren’t being passed on to tenants. Violation of this affordability covenant may result in the property owner repaying SHARE Accelerator funding, including potential PSE Decarbonization Grant funding.

The Affordability Covenants require annual certification of rental affordability to City staff. The covenants will be executed concurrently with any Funding Agreements, and triggers a two-year period of performance to complete their building upgrades.

PROJECT IMPLEMENTATION (25% of Application Score)

10. The grants are intended to help fill funding gaps for projects. What other funding sources have been pursued? If any, what is the status of additional funding requests?

The City has been awarded \$350,000 of [US Department of Energy \(US DOE\) Buildings UP](#) Phase 1 Prize funding, which will be allocated towards implementation of the SHARE Accelerator Pilot Program. As a Phase 1 Buildings Up Prize Recipient, we anticipated that we would be eligible for additional funding through future phases of the Buildings UP Prize between \$800,000 and \$960,000. However, due to an indefinite pause in program funding, we have been left with a significant funding gap for implementation. We are actively seeking funding to fill this gap by applying for additional funding and support through programs such as US DOE Weatherization

PSE Residential Decarbonization Grants 2026 Application Form

Assistance Program Grants, American Council for an Energy Efficient Economy (ACEEE) Energy Equity for Renters technical assistance program, and Washington Climate Corps grant program.

In addition to providing direct funding to property owners for building upgrades, the SHARE Accelerator will encourage landlords to leverage existing state, local and utility programs such as:

- The Thurston Climate Mitigation Collaborative [Energize Thurston](#) program
- Washington State Inflation Reduction Act [HOMES and HARP](#) rebate programs
- [Puget Sound Energy Rebates](#)

11. Does the project provide any workforce development opportunities to low-income and/or community members? Are the contractors for the project MWBE and/or veteran owned?

Contractors for the SHARE Accelerator program have not yet been selected, however, we will advertise solicitations through the Washington Office of Minority and Women’s Business Enterprises (OMWBE) website to increase visibility to MWBE companies. Additionally, we are considering partnered outreach in coordination with Apex Accelerator, focused on outreach to small, and disadvantaged businesses that may be interested in working on SHARE Accelerator projects.

OTHER (OPTIONAL)

1. SHARE Accelerator Budget

2. SHARE Accelerator Upgrade Measures

3. SHARE Accelerator Participant Journey

4. [SHARE Accelerator Webpage](#)

5. Olympia Community Solar Letter of Support

6. Konstruct Letter of Support

- | | |
|---------------------------------------------------------------|--------------------------------------------------|
| <input checked="" type="checkbox"/> Email or print newsletter | <input checked="" type="checkbox"/> Social media |
| <input checked="" type="checkbox"/> Press release | <input checked="" type="checkbox"/> Website |
| <input type="checkbox"/> Ribbon cutting event | <input type="checkbox"/> Other: |

PSE Residential Decarbonization Grants 2026 Application Form

PSE Residential Decarbonization Grants 2026 Application Form

D. Project Budget

PROJECT BUDGET

Please provide an itemized budget for eligible costs including the categories listed below. Preliminary estimates are acceptable at this time, but please note that final costs will be required prior to release of the final grant payment. If preferred, in lieu of the table below, you may submit a Supplemental Budget with your application detailing, but not limited to, the information below in an alternate format.

Eligible Costs	Amount	Line-item Description
System installation costs (equipment and labor), including sales tax	\$315,000	Heat pump and heat pump water heater retrofits for 10 rental units
Permitting fees, if applicable (please itemize)	\$4,000	City of Olympia permits
Other installation costs (please itemize)		
Education and outreach costs (if applicable)	\$1,000	Operation and maintenance one-pager, and staff time for post-installation consultation
Electrical upgrades or other electrification readiness costs including remediation for safety	\$30,000	Electrical panel or service upgrades, as required
Administrative costs or percent	\$0	
TOTAL ELIGIBLE PROJECT COSTS	\$350,000	
TOTAL COSTS REQUESTED OF PSE	\$350,000	
ADDITIONAL FUNDING SOURCES		
If funding request is less than 100% of project costs, please be clear about the source of additional funding.	\$350,000	Buildings UP Phase 1 Prize (Program Administration and rental rehabilitation, please see SHARE Accelerator Budget attached as supplemental information)
	\$150,000	In-kind staff time by City of Olympia Climate and Housing staff

Reminder: The following costs are typically NOT eligible for reimbursement:

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- Fees incurred for project estimates or bids
- Site evaluation expenses
- Engineering expenses incurred prior to project funding
- Landscaping costs
- Construction bond costs
- Future maintenance or repair costs
- Donated, in-kind, or volunteer materials or labor

PSE Residential Decarbonization Grants 2026 Application Form

E. Project Timeline

PROJECT TIMELINE

Please provide estimated dates for project milestones listed below, and any additional comments regarding project timeline. PSE is willing to work with each grantee to on unique budget and cashflow needs.

Milestone	Date	Comments
Award notification	February 2026	
Equipment procured	October 2026	
Drawings and engineering completed	N/A	
Permits received	October 2026	Over the counter mechanical, electrical and plumbing permits
Equipment delivered	November 2026	
Construction begins	November 2026	
Construction completed	November 2026	
Inspections completed	November 2026	
Commissioning	November 2026	

Additional comments regarding timeline:

The exact timing of upgrade implementation is dependent on the existing conditions of the rental unit participating in the SHARE Accelerator program. We anticipate opening applications in Q1 2026, providing building assessments in Q2-Q3 2026, and installing PSE Decarbonization Grant-funded equipment in Q4 2026. .

G. Supplemental Document Checklist (Optional)

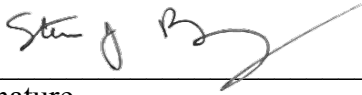
While not required, these documents can help bolster an application. Please clearly label each attachment included in your application with the following **bolded** labels.

- Installer Bids.** Proposals or bids to support budget estimates.
- Testimonials or Letters of Support.** Applicants may show their community impact and the satisfaction of their clients by submitting testimonials or letters of support.
- Detailed Schedule/Budget**

Certification by person authorized to enter into contract on behalf of organization:

PSE Residential Decarbonization Grants 2026 Application Form

I certify that in preparation for submitting this application I have reviewed the eligibility and grantee requirements, understand that should this project be awarded funding, my organization will be able to meet the grantee requirements as described by Puget Sound Energy, and attest that the information provided above responding to this application is both accurate and current. I also understand that submitting an application in no way obligates Puget Sound Energy to provide funding and that funds are distributed at the sole discretion of Puget Sound Energy.



Signature

1/16/26

Date

Steven J. Burney

City Manager

Printed Name

Title

ATTACHMENT C SUGGESTED MONTHLY REPORT FORMAT

PSE Decarbonization Grant Monthly Report

Report Period: [Month/Year]

Organization: [Organization Name]

Project Name: [Project Name]

Contact: [Name, Email, Phone]

1. PROJECT STATUS

Overall Status: On Track Minor Delays Significant Delays

Percent Complete: []%

Current Phase: Planning Procurement Installation Commissioning

2. THIS MONTH'S PROGRESS

Installations Completed: [Number] homes/units

Total Installations to Date: [Number] of [Target Number]

Key Activities:

-
-

3. FINANCIAL STATUS

Funds Expended This Month: \$[Amount]

Total Expended: \$[Amount] of \$[Total Award] ([]%)

Budget Status: On Budget Under Budget Over Budget

4. TIMELINE UPDATE

Any changes to project completion date? No Yes

If yes, new completion date: [Date]

Reason for change: [Brief explanation]

5. CHALLENGES & NEXT STEPS

Current Challenges: [Brief description]

Next Month's Goals:

-
-

Support Needed from PSE: [If any]

If this report accompanies a billing/payment request, as deemed by the Grant Agreement, please attach a spreadsheet with installation details. Include one row per customer with these columns:

- Customer Name
- Full Address
- PSE Account Number
- Electric Service Provider
- Equipment Installed (include model and AHRI numbers)
- Conservation/Electrical Services Provided
- Total Cost per Site
- Additional Notes (if applicable)

ATTACHMENT D PROJECT COMPLETION REPORT FORMAT

PSE Decarbonization Grant Project Completion Report

Report Period: [Month/Year]

Organization: [Organization Name]

Project Name: [Project Name]

Contact: [Name, Email, Phone]

Please submit this completed project report within 30 days of project completion and send it to DecarbGrants@pse.com. Complete all applicable fields in the report. For data-heavy sections like Appendix A, spreadsheets are preferred and should be included as attachments.

1. PROJECT OVERVIEW

Original Project Goals:

- [Goal 1]
- [Goal 2]
- [Goal 3]

Final Project Scope: [Description of actual work completed]

2. QUANTITATIVE OUTCOMES

Installation Metrics			
Metric	Target	Achieved	Variance
Total homes/units served			
Heat pumps installed			
Heat pump water heaters installed			
Other equipment installed			

Community Impact		
Demographic	No. Served	Percentage of Total Customers Served
Low-income households ($\leq 80\%$ AMI)		
Moderate-income households (80-150% AMI)		
Named Communities		
Rural households		
Other priority populations		

Geographic Distribution: [List cities/areas served with number of installations]

3. FINANCIAL SUMMARY

Category	Budgeted	Actual	Variance
Equipment & installation costs	[\$Amount]	[\$Amount]	[\$Amount]
Program administration	[\$Amount]	[\$Amount]	[\$Amount]
Other costs	[\$Amount]	[\$Amount]	[\$Amount]
TOTAL	[\$Amount]	[\$Amount]	[\$Amount]

(Average) Cost per Installation: [\$Amount]

Leveraged Funding: [\$Amount from other sources]

4. TIMELINE ANALYSIS

Milestones	Target Date	Actual Date	Variance	Comments
Project start				
Equipment procurement				
First installation				
50% completion				
Final installation				
Project completion				

Overall Timeline Performance: Ahead of Schedule On Schedule Behind Schedule

5. CONTRACTOR PERFORMANCE

Please list all contractors used on this project and provide your performance rating for each:



[Contractor 1]: [Number of installations] - Performance: Excellent Good Satisfactory

[Contractor 2]: [Number of installations] - Performance: Excellent Good Satisfactory

MWBE/Diverse Business Participation: [Report on diversity metrics and spending]

Quality Metrics:

Installation pass rate: []%

6. CUSTOMER EXPERIENCE

Total households contacted: [Number]

Enrollment rate: []%

Average time from application to installation: [Days]

7. CHALLENGES & SOLUTIONS

Major Challenges Encountered:

- [Challenge]: [How it was addressed]
- [Challenge]: [How it was addressed]
- [Challenge]: [How it was addressed]

Supply Chain Issues, if any:

[Description and impact]

Permitting/Regulatory Issues, if any:

[Description and resolution]

8. LESSONS LEARNED & BEST PRACTICES

What Worked Well:

- [Key success factor 1]
- [Key success factor 2]
- [Key success factor 3]

Areas for Improvement:

- [Improvement area 1]
- [Improvement area 2]

Recommendations for Future Programs:

- [Recommendation 1]
- [Recommendation 2]
- [Recommendation 3]

9. PROGRAM SUSTAINABILITY & FOLLOW-UP (if applicable)

Long-term Maintenance Plan:

[Description of maintenance arrangements]

[Warranty coverage details]

Ongoing Customer Support:
[Description of post-installation support]

Program Continuation:
[Plans for continuing similar work]
[Additional funding secured]

10. PARTNERSHIP & COLLABORATION (if applicable)

Key Partners:
[Partner organization]: [Role and contribution]
[Partner organization]: [Role and contribution]

PSE Collaboration:
[Description of PSE support and coordination]
[Utility rebate stacking results]

11. MARKETING & OUTREACH RESULTS (if applicable)

Outreach Activities:
Community workshops: [Number] with [Total attendance]
Marketing materials distributed: [Number/Type]
Media coverage: [Brief description]
Social media reach: [Metrics if available]
Referral Sources:
[Source 1]: [Percentage of customers]
[Source 2]: [Percentage of customers]

12. TECHNICAL PERFORMANCE

Equipment Performance:
Average heat pump efficiency ratings: [HSPF/SEER]
Installation quality metrics: [Pass rates, inspection results]
Post-installation issues: [Number and types]

13. APPENDICES

- A. Comprehensive list of customers served with the following: Name(s), Address(es), PSE Account Number, Electric Service Provider, Equipment Installed (model numbers and AHRI numbers), Conservation/Electrical Services Provided, Total Cost per Site, Additional Notes (if applicable)
 - B. Financial documentation and receipts
 - C. Permit number and/or documentation
 - D. Customer satisfaction survey results/Anecdotes, if any
 - E. Installation photos and case studies, if any
 - F. Contractor certifications and qualifications, if different from initial application
 - G. Marketing materials used, if any
-



Project Certification: I certify that this project has been completed in accordance with the grant agreement and that all information provided is accurate and complete.

Signature: _____ Date: _____

Print Name: _____ Title: _____

For PSE Use Only:

Final report reviewed by: [PSE Staff Name]

Review date: [Date]

Project closeout approved: Yes No

Final payment authorized: Yes No



City Council

Approval of a Resolution Authorizing an Agreement with Berger Partnership for Construction Administration Support Services at Jolene Unsoeld Community Park (formerly Yelm Highway Community Park)

Agenda Date: 6/2/2026
Agenda Item Number: 4.E
File Number:26-0404

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

Title

Approval of a Resolution Authorizing an Agreement with Berger Partnership for Construction Administration Support Services at Jolene Unsoeld Community Park (formerly Yelm Highway Community Park)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing an agreement with Berger Partnership for construction administration support services at Jolene Unsoeld Community Park (formerly Yelm Highway Community Park).

Report

Issue:

Whether to approve a Resolution authorizing an agreement with Berger Partnership for construction administration support services at Jolene Unsoeld Community Park (formerly Yelm Highway Community Park).

Staff Contact:

Laura Keehan, Director of Parks Planning & Maintenance, Parks, Arts and Recreation, 360.570.5855

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Jolene Unsoeld Community Park (formerly known as Yelm Highway Community Park) project is completing final steps prior to construction. This contract is to provide construction administration support services associated with construction of the first phase of park improvements. Phase 1 Park

Improvements include:

- Park maintenance office and shop buildings, and supporting elements such as parking, fencing, materials storage, and covered storage.
- One full-size, lighted, synthetic turf soccer field with all necessary associated items such as netting and goals.
- Thirteen pickleball courts and associated items such as seating, site furnishings, fencing, and gates.
- Two full-size basketball courts.
- One mini-pitch soccer field (Sounders RAVE Foundation funded) and associated interactive play equipment.
- One restroom building that also accommodates storage and food truck support.
- One picnic shelter.
- 9,000 SF Playground.
- Paved loop pathways.
- All associated furnishings (bike racks, seating, picnic tables).
- One dog park with fencing, gates, and other required amenities.
- One asphalt paved parking lot and one gravel parking lot to support activities at the north end of the park as well as the dog park.
- Art incorporated into the landscape (1% for the Arts Program).

Climate Analysis:

The park maintenance buildings will utilize electric heat pumps and be built solar ready. Electric vehicle parking stalls will be provided in both the park maintenance facility parking area, as well as the main parking lot for park users. Additionally, the park site hosts a bus stop on Yelm Highway. Locating community parks in urban areas close to residences reduces the distance of vehicle trips and protects forest and agriculture resource lands in the County from urban development.

Landscaping at the site will be drought-tolerant and the soccer field will utilize synthetic turf which does not require fertilizer or watering. The existing forest area and wetland located at the southern end of the park site will be preserved, thus providing climate and habitat benefits.

Equity Analysis:

Parks play an important role in the community as places that are free and open to the public for social connection and gathering, physical and mental health, and preservation and connection with nature. Team sports for both youth and adults support community building. This park has been chosen as a location for a Sounders RAVE Foundation soccer mini-pitch. A mini-pitch allows small groups of informal pick-up play and the Foundation commits to free, ongoing youth programming at the mini-pitch. Thurston County Pickleball Association also offers free weekly pickleball lessons for community members.

Neighborhood/Community Interests (if known):

The community identified acquisition and development of a large community park site for soccer fields as a high priority in 2002, 2010, 2016 and 2022 *Parks, Arts and Recreation Plans*. In the City's *2014 Community Park Site Suitability Assessment*, the Yelm Highway parcel ranked as the preferred site for a new community park.

Over a thousand community members participated in the Yelm Highway Community Park Master

Plan process that occurred from 2019-2022. Soccer players, pickleball players and neighbors from The Hamptons and Indian Summer neighborhoods have also shown particular interest in the site.

Financial Impact:

This contract will provide construction administration support for the Phase 1 Park Improvements. The contract will utilize \$ 657,479.15 of parks capital funding.

The Phase 1 Park Improvements project has received \$2,850,000 in grant funds for construction and \$87,000 in community and foundation donations for construction of the park.

Options:

1. Move to approve a Resolution authorizing an agreement with Berger Partnership for construction administration support services at Jolene Unsoeld Community Park (formerly Yelm Highway Community Park).
2. Move to approve, with modifications, a Resolution authorizing an agreement with Berger Partnership for construction administration support services at Jolene Unsoeld Community Park (formerly Yelm Highway Community Park).
3. Do not approve a Resolution authorizing an agreement with Berger Partnership for construction administration support services at Jolene Unsoeld Community Park (formerly Yelm Highway Community Park).

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OLYMPIA AND BERGER PARTNERSHIP FOR CONSTRUCTION ADMINISTRATION SUPPORT SERVICES FOR PHASE 1 PARK IMPROVEMENTS AT JOLENE UNSEOLD COMMUNITY PARK

WHEREAS, the Jolene Unsoeld Community Park Phase 1 Park Improvements project is nearing construction; and

WHEREAS, the City seeks to retain the professional services of a consultant in the capacity of construction administration support; and

WHEREAS, Berger Partnership has the requisite skill and experience necessary to provide such services and was selected through a competitive request for quotation process to provide the park's master plan services and subsequent design and construction support services; and

WHEREAS, per Olympia Municipal Code Subsection 3.16.020(B), the cost of the professional services agreement requires that the City Council approve the agreement and authorize the signature of all documents;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL RESOLVES as follows:

1. The Olympia City Council hereby approves the Professional Services Agreement between the City of Olympia and Berger Partnership for Jolene Unsoeld Community Park Construction Administration Support Services and the terms and conditions contained therein.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Professional Services Agreement, and any other documents necessary to the Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Professional Services Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

SENIOR DEPUTY CITY ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT
FOR
YELM HIGHWAY (JOLENE UNSEOLD) COMMUNITY PARK-PHASE 1 CONSTRUCTION ADMINISTRATION
SERVICES**

This Professional Services Agreement is effective the date of the last authorizing signature (which is the “effective date”). The parties to this agreement are the City of Olympia, a Washington municipal corporation (“City”), and Berger Partnership P.S., a Washington professional services corporation (“Consultant”).

A. The City seeks the temporary professional services of a skilled independent consultant capable of working without direct supervision, to perform the services described in Exhibit “B” to this agreement; and

B. Consultant has the skill and experience necessary to provide such services.

NOW, THEREFORE, the parties agree as follows:

1. Services.

Consultant shall provide the services more specifically described in Exhibit "B," attached to and a part of this agreement ("Services"), in a manner consistent with the accepted practices for other similar services and when and as specified by the City’s representative.

2. Term.

The term of this agreement commences on the effective date and continues until the completion of the Services, but in no event later than **December 31, 2028** ("Term"). The Term may be extended upon the mutual written agreement of the City and Consultant.

3. Termination.

A. Termination Prior to Expiration: Prior to the expiration of the Term, the City may immediately terminate this agreement, with or without cause. In the case of such a termination by the City, Consultant is only entitled to payment for Services performed under this agreement up to the termination date.

B. Termination for Non-Appropriation: If sufficient funds are not appropriated or allocated for payment under this agreement for any future fiscal period, the City is not 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 Services for which funds are allocated. No penalty or expense accrues to the City in the event this provision applies.

4. Compensation.

A. Total Compensation. In consideration for Consultant performing the Services, the City shall pay Consultant an amount not to exceed **Six Hundred and Fifty-seven Thousand, Four Hundred and Seventy-nine and 15/100 Dollars (\$657,479.15)**, inclusive of any applicable Washington State sales tax.

B. Method of Payment. The City shall make payment for the Services only after the Services have been performed, an invoice is submitted in the form specified by the City, and the invoice is approved by the designated City representative. The City shall make payment on a monthly basis, within 30 days after receipt of an approvable invoice.

C. Consultant Responsible for Taxes. Consultant is solely responsible for the payment of, and shall pay, any taxes imposed as a result of the performance and payment of this agreement.

5. Contract Managers; Notices.

All formal communications about this agreement, including contract deliverables, accomplishments, regulatory oversight, invoicing, and requests for amendment, must be coordinated directly between Consultant and City's Contract Manager, unless otherwise approved in writing by the City. The Contract Managers are:

BERGER PARTNERSHIP

Anna O-Connell
Principal
1927 Post Alley, Ste. 2
Seattle, WA 98101
Email: annao@bergerpartnership.com
Phone: 206.492.5562

CITY OF OLYMPIA

Melissa McFadden
Parks Planning & Design Manager
PO Box 1967
Olympia, WA 98507-1967
Email: mmcfadde@ci.olympia.wa.us
Phone: 360.753.8152

Any notice required to be given by the Parties must be delivered to the Contract Manager designated above, at the addresses listed above. Any notice may be delivered personally to the Contract Manager or may be deposited in the United States mail, postage prepaid, addressed to the Contract Manager. Any notice so posted in the United States mail must be deemed received three days after the date of mailing.

6. Compliance with Laws.

Consultant shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including all City codes, ordinances, resolutions, standards, and policies, as existing on the effective date or later adopted or amended.

7. Assurances.

Consultant affirms that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including being registered to do business in the City of Olympia by possessing a City of Olympia business registration.

8. Independent Contractor/Conflict of Interest.

In performing the Services under this agreement, Consultant is an independent contractor. The City is neither liable nor obligated to pay Consultant, or Consultant's employees, sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Consultant shall pay all income and other employment-related taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether it may provide a secondary or incidental benefit to Consultant, may not be deemed to convert this agreement to an employment contract. Consultant may perform professional services during the Term for other parties; provided, however, that such performance of other services may not conflict with or interfere with Consultant's ability to perform the Services under this agreement. Consultant shall resolve any such conflict of interest in favor of the City.

9. Equal Opportunity Employer.

A. In all Consultant services, programs, and activities, and all Consultant hiring and employment made possible by or resulting from this agreement, Consultant, and Consultant's employees, agents, subcontractors, and representatives, shall not unlawfully discriminate against any person based on any legally protected class status, including: 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 disability; except that the prohibition against discrimination in employment because of disability does not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement applies to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant 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 is grounds for termination of this agreement by the City and, in the case of Consultant's breach, may result in ineligibility for further City agreements.

B. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Consultant must sign, and is bound by, the *Statement of Compliance with Nondiscrimination and Equal Benefits Declaration* attached as Exhibit A .

10. Confidentiality.

Except as required by law, or with the express written permission of the City, Consultant shall not disclose any information, including records, obtained by Consultant in providing the Services under this agreement, if such information has been expressly declared confidential by the City. Consultant shall take reasonable steps to protect confidential information. To the extent the Agreement involves access to any law enforcement related database(s), Consultant shall not use or share information or database access with any third party engaged in civil immigration enforcement, in violation of the Keep Washington Working Act.

11. Indemnification/Insurance.

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

Should a court with jurisdiction as to the parties 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 Consultant and the City, its officers, officials, employees, and volunteers, Consultant's liability under this section, including the duty and cost to defend, is only to the extent of Consultant's negligence. The indemnification provided in this section constitutes Consultant's waiver of immunity under the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section survive the expiration or termination of this agreement.

B. Insurance Term. Consultant shall procure and maintain, for the duration of the agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the Services under this agreement by Consultant, its agents, representatives, or employees.

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage must 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, which must be at least as broad as ISO occurrence form CG 00 01 and must cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury, and advertising injury. The City must be named as an additional insured under Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City 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 Consultant's profession.

E. Minimum Amounts of Insurance. Consultant 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 with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.
3. Professional Liability insurance with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

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

H. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the Services.

I. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two business days of Consultant's receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required is a material breach of contract, upon which the City may, after giving five business days' notice to Consultant 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 by Consultant to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.

K. City's Full Access to Consultant Limits. If Consultant maintains higher insurance limits than the minimums shown above, the City is insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant 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 Consultant.

12. Work Product.

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by Consultant in performing the Services under this agreement and which are delivered to the City belong to the City. Consultant shall deliver any such work product to the City at the termination or cancellation date of this agreement, or as soon thereafter as possible. All other documents are owned by Consultant.

13. Treatment of Assets.

A. The City will not furnish property to the Consultant, and the Consultant will not purchase property for reimbursement by the City, unless expressly authorized in the Scope of Work of this Agreement or in any Work Order or Task Order issued under this Agreement.

B. In the event Consultant is furnished or authorized to purchase property, the following provisions apply:

1. Title to all nonexpendable personal property and all real property authorized for purchase under this Agreement or any Task Order or Work Order, and purchased by the Consultant for use in providing the Services under this Agreement, the cost of which Consultant is entitled to be reimbursed as a direct item of cost under this agreement, passes to and vests in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by Consultant. If Consultant elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property remains with Consultant. Consultant's election to capitalize and depreciate or claim acquisition cost as a direct item of cost is irrevocable.

2. Nonexpendable personal property purchased by Consultant for use in providing the Services under this agreement in which title is vested in the City may not be rented, loaned, or otherwise passed to any person, partnership, corporation/association, or organization without the prior expressed written approval of the City, and such property may be used only by Consultant in providing the Services under this agreement, unless otherwise provided in this agreement or approved by the City.

3. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which vests in the City, Consultant shall execute such security agreements and other documents as are 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, RCW.

4. Consultant is responsible for any loss or damage to the property of the City, which results from negligence, willful misconduct, or lack of good faith on the part of Consultant, or which results from the failure on the part of Consultant 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.

5. Upon the loss or destruction of, or damage to, any City property, Consultant shall notify the City and shall take all reasonable steps to protect that property from further damage.

6. Consultant shall surrender to the City all property of the City within 30 days after expiration or termination of this agreement, unless otherwise mutually agreed upon by the parties.

14. Books and Records.

Consultant shall maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the provision of the Services and 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. These records are subject, at all reasonable times, to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this agreement.

15. Public Records Act - Disclosure.

A record owned, used, or retained by the City is a “public record” pursuant to RCW 42.56.010 and is subject to disclosure upon request under Washington’s Public Records Act, even if such record is in Consultant’s sole possession. Should the City request that Consultant provide the City with a record that the City, in its sole discretion, deems to be a public record, so that it may be produced in response to a public records request, and should Consultant fail to provide such record to the City within 10 days of the City’s request for such record, Consultant shall indemnify, defend, and hold the City harmless for any public records judgment, including costs and attorney’s fees, against the City involving such withheld record.

16. General Provisions.

A. Entire Agreement; Order of Precedence. This agreement, including all exhibits, attachments, task orders, purchase orders, work orders, and amendments, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous proposals, discussions, or representations, whether written or oral. In the event of any conflict between the terms of this agreement and any Consultant proposal, estimate, quote, or other document, the terms of this Agreement control.

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

C. Full Force and Effect; Severability. Any provision of this agreement that is declared invalid or illegal in no way affects or invalidates any other provision of this agreement and such other provisions remain in full force and effect. Further, if it should appear that any provision of this agreement is in conflict with any applicable law, the provision that appears to so conflict must be deemed inoperative and null and void insofar as it may conflict, and must be deemed modified to conform to such law.

D. Assignment. Neither Consultant nor the City may transfer or assign, in whole or in part, any or all of its obligations and rights under this agreement without the prior written consent of the other Party.

1. If Consultant wants to assign this agreement or subcontract any of its work under this agreement, Consultant shall submit a written request to the City for approval not less than 15 days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder is 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 may, upon request, inspect any assignment or subcontract document.

E. Successors in Interest. The rights and obligations of the Parties inure to the benefit of and be binding upon the Parties' respective successors in interest, heirs, and assigns.

F. Attorney Fees. In the event either of the Parties defaults in 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 is entitled to its reasonable attorneys' fees, costs, and expenses to be paid by the other Party.

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

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

I. Authority. Each individual executing this agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this agreement on behalf of Consultant or the City.

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

K. 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 Services is essential to Consultant's performance of this agreement.

L. Remedies Cumulative. Any remedies provided for under the terms of this agreement are not intended to be exclusive, but are cumulative with all other legal remedies available to the City.

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

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

O. Venue. Any lawsuit or other legal action whatsoever arising out of or relating to this agreement must be brought only in Thurston County, Washington, state Superior Court, which is the exclusive venue for any such action.

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

Q. Certification Regarding Debarment, Suspension, and Other Responsibility Matters. By signing the agreement below, Consultant certifies to the best of its knowledge and belief, that it and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding the execution of this agreement 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;
3. 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 2. of this certification; and
4. Have not within a three year period preceding the execution of this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

Signatures

The City and Consultant have executed this agreement.

BERGER PARTNERSHIP P.S.

CITY OF OLYMPIA

Anna O'Connell

Anna O'Connell
Principal
1927 Post Alley, Ste. 2
Seattle, WA 98101
anna@bergerpartnership.com

Steven J. Burney
City Manager
PO Box 1967
Olympia, WA 98507-1967
jburney@ci.olympia.wa.us

05/22/2026

Date Signed

Date Signed

Approved as to Form by:

Michael M. Young

Senior Deputy City Attorney

Exhibit "A"

STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT AND EQUAL BENEFITS DECLARATION

The Olympia City Council mandates compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) and *Employee Benefits* ordinance (OMC 3.18) for all services provided by City employees or through contracts with other entities. All contract agencies or vendors and their employees must understand and fully carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status. This 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 and any other status protected from discrimination by state or federal law. Unlawful discrimination includes transphobic discrimination or harassment, including transgender exclusion policies or practices in employee benefits.

Listed below are methods to ensure that this policy is communicated to your employees, if applicable.

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

Failure to implement at least two of 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 by the use of at least two of the measures specified above.

If this contract is valued at \$50,000 or more, I affirm that Consultant listed below complies with the City of Olympia Equal Benefits Ordinance (OMC 3.18) and shall, prior to contracting with the City, have policies in place prohibiting discrimination in the provision of employee benefits.

Should I operate as a sole proprietor, I agree not to discriminate against any client, or any future employees, based on any status protected from discrimination by state or federal law.

Anna O'Connell
Signature

Anna O'Connell
Printed Name of Signatory

05/22/2026
Date

Consultant Name

Exhibit "B"
SCOPE OF WORK

Task 1: Construction Administration

Duration: 18 months

The scope includes the following services, which Consultant shall provide, unless otherwise specified:

- Prepare and maintain logs for modifications – RFIs, ASIs, field changes, etc.
- Review submittals, respond to contractor questions, and review change order proposals.
- Site inspections and mock-up reviews as outlined in the specifications.
- Hydrogeologist support for the well during construction.
- Fields consultant to monitor construction progress and quality with decisions relative to contract performance.
- Fields consultant to approve or disapprove work in conformance with the contract documents and keep the owner advised as to the progress of their scope of the work.
- Provision of materials manual for OPARD that outlines specific furnishings and finishes used such as play equipment, play surfacing color, vendor-provided furnishings colors, materials, and finishes, etc.
- One punch list and one back punch.
- Architect will issue a Certificate of Substantial Completion for each of the three buildings.
- Fields consultant to provide final inspection and certification of completion for their scope of work.
- Review contractor as-builts.
- Civil engineering consultant will provide roadway, frontage, and utility record drawings.
- Civil engineering consultant will coordinate new water easements, right-of-way dedications, and drainage covenants with the AHJ, Surveyor, and OPARD.
- Consultant coordination, project management, and project administration.

Meetings and Site Visits:

Consultant shall participate in the following meetings/site visits:

- Preconstruction Meeting: One preconstruction meeting including Berger, Schemata, DA Hogan, Design 2426, and LPD.
- Meetings:
 - a. Berger: Attendance of weekly construction meetings with two Berger staff attending in person once per month and remotely (Zoom, Teams) for the remaining three meetings per month. Additional internal Berger and OPARD meetings to be remote biweekly.
 - b. LPD (meetings are assumed to be coordinated with site visits, see below).
 - c. Shannon & Wilson: Attendance of two to three meetings total.

- d. Cross: Attendance of 10 remote (Zoom, Teams) meetings.
 - e. DA Hogan: Up to 10 remote progress meetings as needed.
- Site visits:
 - a. Berger: It is assumed that the monthly attendance of meetings in-person will be paired with a site visit.
 - b. LPD: Up to 18 site visits during construction. Up to 4 site visits for punch lists and back punch.
 - c. Shannon & Wilson:
 - i. Geotech: Up to 10 site visits for maintenance facility foundations subgrade evaluation; driveway and parking lot pavement subgrade evaluation, bioretention/stormwater facility subgrade evaluation, restroom and picnic shelter foundation subgrade evaluation, and sports field subgrade preparation.
 - ii. Well support: Up to two site visits.
 - d. Cross: Two site visits.
 - e. Schemata: Three site visits per building during construction for a total of nine site visits.
 - f. DA Hogan: Ten site visits.
 - g. GDM: Six site visits.

Alternatives (Additional CA Support - Mechanical)

The following additional services may be provided by GDM at the client's discretion:

- Additional site visit (per trip/person, up to 2 hrs. on site, including expenses)
- Construction Support – Alt 1, Misting Poles
- Construction Support – Alt 5, Restroom Bldg. Mechanical Room

Assumptions

The following assumptions have been made during the preparation of this proposal:

- It is assumed that there is one punch walk and one back punch for the site. If a phased completion approach is decided upon, the team will outline additional services for OPARD's review and approval.
- Architectural record drawings are not included. This can be requested for additional fee. This task would include preparation of "Construction Record" Drawings based on the As-Built documentation provided to us from the Contractor.

Exhibit "C"
FEE SCHEDULE

Berger Partnership	
Construction Administration	\$225,480.00
Berger Partnership Total	\$225,480.00
Subconsultants	
D.A. Hogan (Fields)	\$44,650.00
Shannon & Wilson (Environmental)	\$24,870.00
LPD Engineering (Civil)	\$136,000.00
Schemata (Architecture)	\$95,317.00
GDM (Mechanical)	\$44,400.00
Cross Engineers (Electrical)	\$18,369.00
<u>Design 2426 (Irrigation)</u>	<u>\$14,500.00</u>
Subconsultants Subtotal	\$378,106.00
<u>10% Mark-Up Subconsultants</u>	<u>\$37,810.60</u>
Subconsultants Total	\$415,916.60
Reimbursable Expenses	
Berger Reimbursables (incl. 10% markup)	\$2,420.00
Subconsultant Reimbursables (incl. 10% markup)	\$8,448.55
Alternatives (Additional CA Support - Mechanical)	
GDM (Mechanical)	
Additional Site Visit (up to 2 hrs. on site)	\$720.00
Alt 1 (Misting Poles)	\$1,320.00
<u>Alt 5 (Restroom Bldg. Mechanical Room)</u>	<u>\$2,640.00</u>
Subconsultant Subtotal	\$4,680.00
<u>10% Mark-Up Subconsultant</u>	<u>\$468.00</u>
Alternatives Subtotal	\$5,148.00
<u>Subconsultant Reimbursable Expenses (incl. 10% markup)</u>	<u>\$66.00</u>
Alternatives Total	\$5,214.00
PROJECT TOTAL	\$657,479.15

Fees will be billed monthly based upon the percentage of work completed. Services beyond those noted in this scope of work will be billed as additional services on an hourly basis as follows, or lump sum fees can be negotiated:

ROLE	HOURLY RATE	HOURLY RATE
Berger Partnership	Year 1	Year 2
Principal	\$260.00 per hour	\$286.00 per hour
Associate	\$220.00 per hour	\$242.00 per hour
Project Manager	\$180.00 per hour	\$198.00 per hour
Landscape Designer	\$150.00 per hour	\$165.00 per hour
Administrative Staff	\$130.00 per hour	\$143.00 per hour

Fees may be subject to renegotiation if the scope of work is not accepted within 60 days. Hourly rates are subject to an annual adjustment at the anniversary date of the contract as detailed above.



City Council

Approval of an Ordinance Amending Ordinance 7454 (First Quarter Budget Amendment)

Agenda Date: 6/2/2026
Agenda Item Number: 4.F
File Number:26-0347

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

Title

Approval of an Ordinance Amending Ordinance 7454 (First Quarter Budget Amendment)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the proposed Ordinance amending Ordinance 7454 (First Quarter Budget Amendment) on second reading.

Report

Issue:

Whether to approve the proposed Ordinance amending Ordinance 7454 (First Quarter Budget Amendment) on second reading.

Staff Contact:

Joan Lutz, Budget & Fiscal Manager, Finance Department, 360.753.8760

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

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

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

The ordinance includes recommended amendments to the 2026 Operating Funds, Special Funds and Capital Funds for:

1. Department requested carry-forward appropriations include requests representing 2025

obligations for purchase orders and contracts not completed in 2025 as well as capital project related appropriations. The carry-forward appropriation requests total \$62,287,555.

2. Department requests for budget amendments for the 1st quarter of 2026 represent new budget adjustments and associated transfers requested by departments. The appropriation requests total \$15,101,764.

Department requests for budget amendments for the first quarter of 2026 are specified in Exhibit B of the attached Ordinance.

Climate Analysis:

The Climate Analysis framework will be completed by staff, if applicable, for the individual work items funded by Council.

Equity Analysis:

The Equity Analysis framework will be completed, if applicable, for the individual work items funded by Council.

Neighborhood/Community Interests (if known):

Members of the community may have an interest in this agenda item as it deals with City finances and fiscal governance.

Financial Impact:

Total increase in appropriations of \$77,389,319. Funding sources are noted in Exhibit B of the attached Ordinance.

Options:

1. Move to approve the proposed Ordinance amending Ordinance 7454 (First Quarter Budget Amendment) on second reading.
2. Approve the proposed ordinance with amendments based on City Council feedback.
3. Do not approve the proposed ordinance amending Ordinance 7454. Staff will not have authorization to expend the funds.

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE CONSOLIDATING BUDGET ADJUSTMENTS MADE BETWEEN JANUARY 1, 2026, AND MARCH 31, 2026, REFLECTING A TOTAL BUDGET INCREASE ADJUSTMENT OF \$77,389,319 AND AMENDING ORDINANCE 7454

WHEREAS, the Olympia City Council adopted the 2026 Operating, Special Funds and Capital Budgets and 2026-2031 Capital Facilities Plan (CFP) by passing Ordinance No. 7454 on December 21, 2025; and

WHEREAS, throughout the year, budget updates are required to recognize changes relating to adopted budget expense authority; and

WHEREAS, the CFP meets the requirements of the Washington State Growth Management Act, including RCW 36.70A.070(3); and

WHEREAS, the following changes need to be made to Ordinance No. 7454;

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

Section 1. The 2026 annual budget is amended to include necessary budget adjustments for the first quarter of 2026 from January 1 to March 31, as summarized and set forth in Exhibit “A” and Exhibit “B” which is attached and incorporated into this ordinance. Except as amended by this ordinance, all terms and provisions of the 2026 annual budget Ordinance No. 7454 shall remain unchanged.

Section 2. The 2026 FTE is amended to include necessary FTE increases for the first quarter of 2026 from January 1 to March 31, as summarized and set forth in Exhibit “C” which is attached and incorporated into this Ordinance.

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

Section 4. The Director of Finance is hereby authorized to bring forward into fiscal year 2026 all appropriations and allocations not otherwise closed, completed, or deleted from prior fiscal years’ capital budgets.

Section 5. Severability. The provisions of this Ordinance are declared separate and severable. If any provision of this Ordinance or its application to any person or circumstances is held invalid, the remainder of this Ordinance or application of the provision to other persons or circumstances shall be unaffected.

Section 6. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 7. Effective Date. This Ordinance shall take effect five (5) days after passage and publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

EXHIBIT A
City of Olympia, WA
First Quarter Expenditure Budget Adjustment Ordinance
January 1, 2026, through March 31, 2026

Fund	Adopted Budget	Carryover	1st Q BA	Amended Budget
FND_001 GENERAL FUND	121,777,100	690,419	2,493,151	124,960,670
FND_003 SPECIAL ACCT CONTROL FUND	3,248,893	3,653,634	2,610,998	9,513,525
FND_006 DEVELOPMENT FEE REVENUE	9,220,030	13,065	-	9,233,095
FND_007 PARKING FUND	2,085,959	121,959	-	2,207,918
FND_026 MUNICIPAL ARTS FUND	261,950	-	93,272	355,222
FND_132 LODGING TAX FUND	1,913,779	47,540	14,625	1,975,944
FND_135 PARKING BUSINESS IMPROVEMENT AREA	22,805	-	21,275	44,080
FND_137 HANDS ON CHILDRENS MUSEUM	563,689	1,342,411	1,069,267	2,975,367
FND_138 TRANSPORTATION BENEFIT DISTRICT	1,680,196	3,051,208	-	4,731,404
FND_140 REAL ESTATE EXCISE TAX	4,352,700	4,989,129	250,000	9,591,829
FND_142 HOME FUND	5,150,673	2,159	-	5,152,832
FND_143 CULTURAL ACCESS PROGRAM	3,798,170	1,376,218	-	5,174,388
FND_148 TBD Sales Tax	4,449,000	1,787,109	-	6,236,109
FND_220 NON-VOTED GO DEBT FUND	4,493,493	-	2,343,943	6,837,436
FND_317 CAPITAL IMPROVEMENTS FUND	0	186,341	290,000	476,341
FND_318 HOME FUND CAPITAL	2,202,871	-	350,000	2,552,871
FND_320 TRANSPORTATION CAPITAL IMPROVEMENT FUND	10,738,333	27,916,850	250,000	38,905,183
FND_335 GENERAL FACILITIES CAPITAL IMPROVEMENT FUND	4,744,675	5,002,449	160,000	9,907,124
FND_340 PARKS CAPITAL IMPROVEMENT FUND	46,872,500	1,204,334	270,000	48,346,834
FND_401 DRINKING WATER UTILITY OPERATING	17,947,364	125,877	-	18,073,241
FND_402 WASTEWATER UTILITY OPERATING	28,073,173	92,720	60,000	28,225,893
FND_404 STORMWATER AND SURFACE WATER OPERATING	9,244,782	187,750	143,750	9,576,282
FND_461 DRINKING WATER CAPITAL IMPROVEMENT	5,822,666	466,384	2,974,940	9,263,990
FND_462 WASTEWATER CAPITAL IMPROVEMENT	9,396,117	2,545,146	-	11,941,263
FND_464 STORMWATER AND SURFACE WATER CAPITAL IMPRO	1,995,463	1,541,736	-	3,537,199
FND_501 EQUIPMENT RENTAL	3,969,630	11,248	-	3,980,878
FND_502 EQUIPMENT RESERVE	6,625,000	-	657,325	7,282,325
FND_505 WORKERS COMPENSATION	2,553,956	-	44,542	2,598,498
FND_506 FACILITIES	6,000,177	247,774	-	6,247,951
FND_750 Parks Sidewalk Utility Tax	5,505,763	-	554,676	6,060,439
FND_751 Transportation Sidewalk Utility Tax	900,000	4,989,531	-	5,889,531
Total		62,287,555	15,101,764	

EXHIBIT B
City of Olympia, WA
First Quarter Expenditure Budget Adjustment Ordinance
January 1, 2026, through March 31, 2026

FND 001 General Fund:

Carryover Requests

- Purchase orders in progress \$ 515,419
- Artesian Commons Project \$ 75,000
- Leland Consulting Downtown Vacancy Project \$ 40,000
 - Funding from Economic Development Reserve in Fund 003
- Multifamily EV Charging Installations \$ 60,000

Carryover Requests total: \$ 690,419

Amendment Requests

Additional appropriation for:

- Arts Walks Lodging Tax Advisory Committee (LTAC) Award \$ 14,625
 - Funding from LTAC Fund
- Increase of project funded CARES Program Specialist 0.5 FTE to 1.0 FTE \$ 50,650
 - Funding from amendment to Tumwater CARES ILA
- Continued funding for Climate Resilience Coordinator position \$ 146,878
 - Funding from Thurston Climate Mitigation Collaborative Partners
- Climate Planning Grant Code Updates \$ 150,000
 - Funded by Department of Commerce Grant
- Appropriation for Municipal Court employee separation agreements \$ 980,998
 - Funding from the 900 Plum sale proceeds in Fund 003
- Appropriation for Thurston County Court ILA one-time improvements \$ 1,000,000
 - Funding from the 900 Plum sale proceeds in Fund 003
- Additional tree maintenance funding for Parks Urban Forestry \$ 50,000
 - Use of fund balance
- Annual Leasing for 6 Police Vehicles \$ 100,000
 - Funding from Equipment Reserve transfer

Amendment Requests total: \$ 2,493,151

FND 003 Special Acct Control Fund:

Carryover Requests

- Purchase orders in progress \$ 53,596
- Transfer of 900 Plum Proceeds for Facility Capital Improvement Projects \$ 3,560,038
- Transfer of Economic Development reserve for Downtown Vacancy Study \$ 40,000

Carryover Requests total: \$ 3,653,634

Amendment Requests

Additional appropriation for:

- Transfer of 900 Plum Proceeds for Municipal Court employee separation agreements and Thurston County Court one-time improvements \$ 1,980,998
- Transfer of 900 Plum Proceeds for Plum St Village move \$ 350,000
- Transfer of 2026-2027 Climate Planning Grant funds for work performed \$ 150,000
- Transfer of Economic Development reserves for Westside Landfill clean up \$ 130,000

Amendment Requests total: \$ 2,610,998

FND 006 Development Revenue Fund:

Carryover Requests

- Purchase orders in progress \$ 13,065

FND 007 Parking Fund:

Carryover Request

- ADA Assessment Plan Work \$ 121,959
 - Funded by a transfer from the Capital Improvement Fund

FND 026 Municipal Arts Fund:

Amendment Request

Additional appropriation for:

- Increase budget to the full Municipal Art Plan budget (\$355,222) \$ 93,272

FND 132 Lodging Tax Fund:

Carryover Requests

- Purchase orders in progress \$ 47,540

Amendment Request

- Art Walk Support LTAC Award \$ 14,625

FND 135 Parking Business Improvement Area:

Amendment Request

- Appropriation to write off uncollected assessments as a bad debt expense \$ 21,275

FND 137 Hands On Children's Museum Fund:

Carryover Requests

- Transfers for Forma and Parametrix contract work on HOCM Expansion \$ 1,342,411

Amendment Request	
Additional appropriation for:	
• Transfer to the Non-Voted GO Debt Fund for interest on 2025B HOCM bond	\$ 1,069,267
 <u>FND 138 Transportation Benefit District:</u>	
Carryover Requests	
• Transfer funding for Transportation Capital Improvement carryover projects	\$ 3,051,208
 <u>FND 140 Real Estate Excise Tax:</u>	
Carryover Requests	
• Transfer funding for Transportation Capital Improvement carryover projects	\$ 4,989,129
Amendment Request	
Additional appropriation for:	
• Transfer funding for 4 th Ave ADA Improvements Transportation project	\$ 250,000
 <u>FND 142 Home Fund Operating:</u>	
Carryover Request	
• Purchase order in progress	\$ 2,159
 <u>FND 143 Cultural Access Program:</u>	
Carryover Request	
• Purchase orders in progress	\$ 1,376,218
 <u>FND 148 Transportation Benefit District Sales Tax:</u>	
Carryover Requests	
• Transfer funding for Transportation Capital Improvement carryover projects	\$ 1,787,109
 <u>FND 220 Non-Voted GO Debt Fund:</u>	
Amendment Requests	
Additional appropriation for:	
• Interest on Debt Service for 2025A Parks Bond	\$ 1,274,676
○ Funding from Parks Capital, OMPD, and Sidewalk Utility Tax Funds	
• Interest on Debt Service for 2025B HOCM Bond	\$ 1,069,267
○ Funding from Hands On Children’s Museum Fund	
Amendment Requests total:	\$ 2,343,943

FND 317 Capital Improvement Fund:

Carryover Requests

- Transfer funding for Parking ADA Assessment Plan \$ 121,959
- Westside Landfill HWA Geosciences Clean Up Project budget \$ 64,382

Carryover Requests total: \$ 186,341

Amendment Requests

Additional appropriation for:

- Council Chambers Technology Upgrades \$ 160,000
 - Funding from Facilities Capital Improvement Fund
- Additional appropriation for Westside Landfill Clean Up \$ 130,000
 - Funding from Economic Development Reserves

Amendment Requests total: \$ 290,000

FND 318 Home Fund Capital:

Amendment Requests

Additional appropriation for:

- Plum St Tiny Home Village Move \$ 350,000
 - Funding from the 900 Plum Sale Proceeds

FND 320 Transportation Capital Improvement Fund:

Carryover Requests

- Ongoing Transportation Capital Improvements (28 Projects) \$ 27,916,850
 - Funding from special revenue funds, grants, and fund balance

Amendment Requests

Additional appropriation for:

- 4th Ave ADA Improvements Project \$ 250,000
 - Funding from Real Estate Excise Tax Fund

FND 335 General Facilities Capital Improvements Fund:

Carryover Requests

- Transfer to Facilities Operating Fund for non-capital ADA projects \$ 100,000
- City Hall 2nd Floor Renovation, Parking Lot Improvements, and Police Evidence Storage project budgets \$ 3,560,038
 - Funding from 900 Plum Sale Proceeds
- Hands On Children's Museum New Building project design budget \$ 1,342,411
 - Funding from Hands On Children's Museum Fund

Carryover Requests total: \$ 5,002,449

Amendment Requests	
Additional appropriation for:	
• Transfer to Capital Improvement Fund for Council Chambers Technology	\$ 160,000
 <u>FND 340 Parks Capital Improvement Fund:</u>	
Carryover Requests	
• Ongoing Parks Capital Improvements (6 Projects)	\$ 1,204,334
○ Funding from OMPD, State Grant, and Fund Balance	
Amendment Request	
Additional appropriation for:	
• Transfer to Debt Fund for interest payment on 2025A Parks Bond	\$ 270,000
 <u>FND 401 Drinking Water Operating Fund:</u>	
Carryover Requests	
• Purchase orders in progress	\$ 125,877
 <u>FND 402 Wastewater Operating:</u>	
Carryover Requests	
• Purchase orders in progress	\$ 92,720
Amendment Request	
Additional appropriation for:	
• Repair and maintenance for STEP Pump	\$ 60,000
○ Funding from Sewer Capital Improvement Fund	
 <u>FND 404 Stormwater and Surface Water Operating:</u>	
Carryover Requests	
• Purchase orders in progress	\$ 187,750
Amendment Request	
Additional appropriation for:	
• Downtown Flood Mitigation and Olympia Sea Level Rise Collaborative	\$ 143,750
○ Funded in part by partner contributions of \$68,750	
 <u>FND 461 Drinking Water Capital Improvement Fund:</u>	
Carryover Request	
• Ongoing Drinking Water Capital Improvements (7 Projects)	\$ 466,384
Amendment Request	
Additional appropriation for:	
• Transmission Main Seismic Valve Installation	\$ 2,974,940

- Funding from approved FEMA grant

FND 462 Wastewater Capital Fund:

Carryover Request	
• Ongoing Wastewater Capital Improvements (6 Projects)	\$ 2,545,146

FND 464 Storm and Surface Water Capital Fund:

Carryover Request	
• Ongoing Storm and Surface Water Capital Improvements (17 Projects)	\$ 1,541,736

FND 501 Equipment Rental:

Carryover Request	
• Purchase order in progress	\$ 11,248

FND 502 Equipment Reserve Fund:

Amendment Requests	
Additional appropriation for:	
• Sidewalk Maintenance Team Mini Excavator and Trailer	\$ 174,549
○ Funding from General Fund transfer	
• Transfer funding to General Fund for Police vehicle leasing	\$ 100,000
• Transfer excess Police vehicle replacement savings to the General Fund	\$ 382,776
Amendment Requests total:	\$ 657,325

FND 505 Workers Compensation Fund:

Amendment Request	
Additional appropriation for:	
• Ready Rebound Annual Contract	\$ 44,542
○ Funding from General Fund transfer	

FND 506 Facilities Operating Fund:

Carryover Requests	
• Purchase orders in progress	\$ 147,774
• ADA Facilities Upgrade that don't qualify as capital projects	\$ 100,000
Carryover Requests total:	\$ 247,774

FND 750 Parks Sidewalk Utility Tax:

Amendment Request	
Additional appropriation for:	

- Transfer to Debt Fund for interest payment on 2025A Parks Bond \$ 554,676

FND 751 Transportation Sidewalk Utility Tax:

Carryover Request

- Transfer funding for Transportation Capital Improvement carryover projects \$ 4,989,531

EXHIBIT C
City of Olympia, WA
First Quarter Expenditure Budget Adjustment Ordinance
January 1, 2026, through March 31, 2026

No permanent FTE changes requested in the first quarter budget adjustment ordinance.



City Council

Approval of an Ordinance Extending a Declaration of Public Health Emergency Related to Insufficient Supply of Affordable Housing

Agenda Date: 6/2/2026
Agenda Item Number: 6.A
File Number: 26-0393

Type: ordinance **Version:** 1 **Status:** Other Business

Title

Approval of an Ordinance Extending a Declaration of Public Health Emergency Related to Insufficient Supply of Affordable Housing

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 extending a declaration of public health emergency related to insufficient supply of affordable housing.

Report Issue:

Whether to approve on first reading, and forward to second reading, an ordinance extending a declaration of public health emergency related to insufficient supply of affordable housing.

Staff Contact:

Jacinda Steltjes, Housing Manager, Community Planning & Economic Development, 360.753.8482

Presenter(s):

Jacinda Steltjes, Housing Manager

Background and Analysis:

In December 2024, Olympia City Council adopted ordinance 7414 declaring the insufficient supply of affordable housing a public health emergency. The ordinance includes a sunset date of June 30, 2026. The conditions leading to the ordinance continue today. LUEC considered the extension of the declaration of public health emergency on April 23, 2026, and recommended the declaration be extended for a two-year period with a new sunset date of June 30, 2028.

The ordinance extending the declaration will continue to make available six strategies. All strategies are intended to increase the supply of affordable housing, which is defined as housing which costs a

household no more than 30% of its gross annual income, for low-income households, which is defined as households whose annual gross income is at or below 80% of the Area Median Income, in Olympia. The ordinance is fashioned after similar emergency ordinances adopted in locations such as San Diego, California; Los Angeles, California; Portland, Oregon; and the state of Hawaii.

The ordinance extends the following six strategies:

1. Prioritize affordable housing projects in the permit queue;
2. Provide developers of affordable housing projects with access to specialized assistance from planning staff to help projects move swiftly through the permitting process;
3. Authorize the city manager, or designee, to defer or waive city requirements on a case-by-case basis for affordable housing development projects;
4. Operate a grant program to exempt up to 100% of permit fees associated with affordable housing development projects;
5. Operate a grant program to reduce infrastructure costs associated with affordable housing development projects;
6. Participate in 1033 Tax Exchange transactions with willing property owners of affordable housing projects at risk of losing their affordability status.

Developers benefitting from the emergency declaration must offer all units of their project as affordable for a minimum of 25 years. A restrictive covenant which runs with the land guarantees this affordability period.

The ordinance works toward achieving goals outlined in the City’s Housing Action Plan, One Community Plan, Fair Housing Assessment, and Olympia: 2045 Comprehensive Plan. The Comprehensive Plan calls for the city to take actions to facilitate the development of 14,295 new housing units within Olympia and its urban growth area by 2045 to accommodate projected population growth. Of these new units, it’s anticipated 7,616 will be needed for low-income households. Accomplishments achieved under the emergency declaration can be found in the attached Accomplishments & Next Steps document.

Climate Analysis:

Affordable housing and middle housing create density and better utilize the limited availability of land. Affordable housing projects are often funded by and rely upon state and federal resources. These resources require projects to comply with development standards that safeguard health and safety, increase durability, promote sustainable living, preserve the environment, and increase energy and water efficiency. Additionally, affordable housing projects are commonly located along frequent transportation routes and thereby help to decrease greenhouse gas emissions.

Equity Analysis:

The emergency declaration increases affordable housing supply and therefore most prominently impacts Olympians who are low-income. Low-income households and Black, Indigenous, People of Color (BIPOC) are disproportionately impacted by insufficient supply of affordable housing. Approximately 7,300 Olympia households are currently housing cost burdened- meaning they spend more than 30 percent of their income on housing expenses, according to the 2024 American Community Survey. In general, the lower a household’s annual income, the more likely they are to be housing cost burdened and experience housing instability.

According to a Housing Needs Assessment produced by Thurston Regional Planning Council in

2021, about one in four Thurston County residents is a person of color. Hispanic or Latino, Asian, Black, and multiracial populations are the largest minority populations in Thurston County. According to the Needs Assessment, people of color, due to systemic racism and other discriminatory practices, are less likely to own their own home, have a smaller household income, and are more likely to experience housing instability and homelessness than their white, non-Hispanic counterparts.

Households who experience housing instability have a higher risk of chronic health conditions such as elevated levels of cholesterol, respiratory infections, coronary heart disease, cardiovascular disease, arthritis, stroke, and cancer. Housing instability is frequently associated with mental health challenges, including chronic stress, anxiety, and depression.

Neighborhood/Community Interests (if known):

Affordable housing has consistently ranked as a top priority and concern among Olympia residents in recent years. In May 2023, the City of Olympia conducted a community engagement and public opinion survey. Respondents overwhelmingly (74%) indicated housing and homelessness was a concern. Only 11% of the 531 respondents felt residents could access affordable and stable housing in Olympia. A theme identified in comments concerning the Land Use & Urban Design chapter of the Olympia: 2045 Comprehensive Plan was that community members want housing options for all income levels across the city. They also feel more should be done to help people find housing solutions. A theme in the Public Services chapter comments was that the availability of affordable housing is a primary issue for our community and there should be housing opportunities for everyone across the entire income spectrum.

The Fair Housing Assessment (produced in 2022) evaluates housing discrimination and fair housing planning efforts as well as identifies outstanding fair housing needs in Thurston County. The assessment is used to inform spending of federal funds, create goals and strategies to advance fair housing in Thurston County, and inform program areas and policies that involve housing efforts. More than 600 Thurston County community members who participated in a survey to assess fair housing barriers and priorities ranked access to affordable housing among the highest priority needed to address housing disparities in Thurston County. Respondents also ranked the availability of housing that is safe, accessible, and affordable to households experiencing a disability as severely lacking in Thurston County.

Financial Impact:

Two of the strategies outlined in the ordinance have financial impacts.

Permit fee grant program

In spring 2025, Council approved funding the permit fee grant program with \$500,000 in seed money from the Economic Development Fund. The grant program will maintain a minimum balance of \$500,000. Each time a city-owned property is sold, up to 10% of the sale proceeds not otherwise identified for city priorities will be directed to this grant program. At no time will funds exceed \$750,000.

Eligible applicants to this grant fund benefit from up to 100% exemption of permit fees, though not review fees. The percentage of permit fee exemption is dependent upon the degree of the project's affordability and whether the project meets Comprehensive Plan goals in addition to providing affordable housing for low-income households. The permit fee grant program exempts the applicant from paying permit fees, which are directed into Fund 006. Fund 006 is heavily relied upon to pay

personnel costs associated with several Community Planning & Economic Development staff.

Infrastructure Assistance Grant

The infrastructure assistance grant provides funds to offset the cost of wastewater and drinking water infrastructure. The fund was seeded with a 0.5% increase to drinking water utility and a 1% increase to wastewater utility. This provided roughly \$55,000 for drinking water infrastructure and \$85,000 for wastewater infrastructure in 2025. Revenue from the drinking water utility are collected in Fund 145 and must be used toward drinking water infrastructure. Revenue from the wastewater utility are collected in Fund 146 and must be applied toward wastewater infrastructure.

Options:

1. Move to approve on first reading, and forward to second reading, an ordinance extending a declaration of public health emergency related to insufficient supply of affordable housing.
2. Do not Move to approve an ordinance extending a declaration of public health emergency related to insufficient supply of affordable housing.
3. Direct staff to take other action

Attachments:

Ordinance

Ordinance #7414

Accomplishments & Next Steps

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO PUBLIC HEALTH AND SAFETY; DECLARING A CONTINUING STATE OF PUBLIC HEALTH EMERGENCY RELATING TO INSUFFICIENT SUPPLY OF AFFORDABLE HOUSING; AUTHORIZING SUCH ACTIONS AS ARE REASONABLE AND NECESSARY IN LIGHT OF SUCH EMERGENCY TO MITIGATE THE CONDITIONS GIVING RISE TO SUCH PUBLIC HEALTH EMERGENCY; DECLARING AN EMERGENCY SO THIS ORDINANCE IS EFFECTIVE UPON ADOPTION; AND PROVIDING FOR SUNSET OF THIS ORDINANCE

WHEREAS, in Olympia, Thurston County, and in many parts of the nation, there exists a housing crisis in which there is an insufficient supply of affordable housing; and

WHEREAS, affordable housing is defined as housing for which the sum of rent or a mortgage payment and utilities costs no more than 30 percent of a household's gross income; and

WHEREAS, middle housing, defined as housing that is compatible in scale, form, and character with single-family houses and contains two or more attached, stacked, or clustered homes including duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, stacked flats, courtyard apartments, cottage housing; and accessory dwelling units in low density zones, is often naturally occurring affordable housing; and

WHEREAS, a lack of housing that is affordable, specifically to low-income households whose incomes are less than or equal to 80 percent of area median income, creates housing instability and is a factor in persistent and increasing homelessness; and

WHEREAS, persistent and increasing homelessness impacts not only people experiencing homelessness, but also the entire community, all residents, neighborhoods, and businesses; and

WHEREAS, Olympia City Council declared homelessness a public health and safety emergency in 2018; and

WHEREAS, living in unaffordable housing is associated with a higher risk of chronic health conditions such as elevated levels of cholesterol, respiratory infections, coronary heart disease, cardiovascular disease, arthritis, stroke, and cancer; and

WHEREAS, living in unaffordable housing is also associated with mental health challenges, including chronic stress, anxiety, and depression; and

WHEREAS, access to housing for all is essential to the security, health, wellbeing, and prosperity of our community; and

WHEREAS, the 2024 5-Year Estimate American Community Survey reports that of Olympia's 26,795 housing units, 12,766 are renter occupied and 7,273 (59.6 percent) of renter occupied housing units are occupied by households who are housing cost burdened, meaning the household pays greater than 30 percent of their household income on housing expenses; and

WHEREAS, increasing the supply of affordable housing is a goal included in Olympia’s One Community Plan, Housing Action Plan, and the Olympia: 2045 Comprehensive Plan; and

WHEREAS, Olympia and its urban growth area is projected to need approximately 14,295 new housing units, of which 7,616 of the units will be needed for low-income households with incomes at or below 80 percent of area median income, by 2045 to accommodate projected population growth; and

WHEREAS, the community has consistently ranked housing and homelessness as top concerns and priorities in recent years’ Community Engagement and Public Opinion Surveys; and

WHEREAS, local housing developers have communicated that Olympia’s permitting and development standards increase housing development costs, making it more difficult to increase the supply of housing, including housing that is affordable for low-income households; and

WHEREAS, some of the barriers to developing affordable and middle housing are Olympia’s development regulations; lack of infrastructure; high cost of land and building materials; and limited financing sources to assist developers in constructing housing which can be occupied at rates affordable to low-income households; and

WHEREAS, the responsibility for the development of infrastructure to support housing, which historically had fallen on government, has in recent decades been placed on developers, passing the costs of infrastructure development onto housing developers and subsequently increasing the costs for tenants to rent or own a home; and

WHEREAS, streamlining and supporting the regulatory systems through the provision of dedicated community planning and development staff and alternative processes is necessary to reduce the cost and timeline associated with providing new affordable housing units for residents of the City; and

WHEREAS, the urgency of the affordable housing shortage in Olympia requires that the City, in addition to developing long range plans, develop solutions that can be implemented in the near future to help ease Olympia’s housing supply shortage; and

WHEREAS, the affordable housing shortage in Olympia constitutes a set of circumstances that demand immediate action to preserve public health, protect life, protect public property, and provide relief to neighborhoods affected by such occurrences; and the affordable housing shortage reaches such a dimension or degree of destructiveness as to warrant a declaration of the existence of an emergency; and

WHEREAS, communities such as San Diego, California; Los Angeles, California; Portland, Oregon; the State of Hawaii, and others, have declared states of emergency related to an insufficient supply of affordable housing; and

WHEREAS, the Olympia City Council passed Ordinance No. 7414 on December 17, 2024, finding and declaring a public health emergency relating to insufficient supply of affordable housing in the City of Olympia; and

WHEREAS, since the passage of Ordinance No. 7414, the conditions that gave rise to the affordable housing public health emergency have continued and are continuing, thus warranting keeping in place

the extraordinary measures authorized in Ordinance No. 7414, and reauthorized in this Ordinance, to respond to this public health emergency; and

WHEREAS, the above circumstances warrant the exercise of the City Council's power to declare a continuing public health emergency under authority of Article XI, Section 11, of the Washington State Constitution; 35A.11.020 RCW; 35A.11.030 RCW; 35A.13.190 RCW; 35A.38.010 RCW, and other applicable laws and regulations, and pursuant to Chapter 2.24 of the Olympia Municipal Code, and pursuant thereto, and the authorization of such extraordinary measures as are reasonable and necessary in light of such of public health emergency to mitigate the conditions giving rise to the public emergency;

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

Section 1. The above-stated recitals are adopted as findings of the Olympia City Council and are incorporated by this reference as though fully set forth herein.

Section 2. It is hereby declared that a continuing state of public health emergency exists due to an exigent threat to human health and environmental conditions related to insufficient supply of affordable housing affecting the City of Olympia. Therefore, in order to provide emergency relief consistent with the intent of this Ordinance, the following strategies intended to increase the supply of affordable housing in Olympia will be continued.

Section 3. Prioritize Affordable and Middle Housing Projects in City Permitting Process.

Community Planning and Development staff will prioritize affordable housing and middle housing projects which meet the eligibility criteria outlined in Section 9, in the permitting process by moving these projects to the front of the permitting queue.

Section 4. Specialized CPED Staff Dedicated to Affordable and Middle Housing Projects.

A Principal Planner in Community Planning and Economic Development (CPED) will act as an ombudsperson to affordable housing and middle housing projects. This staff person will work collaboratively and creatively with other CPED staff, Housing staff, Public Works staff, and the developer to proactively guide affordable housing and middle housing projects through the permitting process in a timely manner.

Section 5. Give City Manager or City Manager's Designee Authority to Waive Postpone, or Exempt City Processes for Affordable Housing as Described Below.

The City Manager, or designee, is hereby authorized and empowered to carry out those powers and duties as are reasonable and necessary to mitigate the *effects* of the emergency on a case-by-case basis and is authorized and empowered, among other things, to do the following:

1. Obligate funds for emergency expenditures as directed by the City Council;
2. Notwithstanding OMC 3.16.020, enter into contracts and incur obligations necessary to increase the supply of affordable housing, regardless of the dollar amount of such contracts;
3. Exempt or postpone any Engineering Design and Development Standards (EDDS) which are under the City's control;

4. Take other actions, as appropriate, in response to such emergency.

The City Manager, or designee, is authorized to exercise the powers vested under Section 5 of this ordinance in the light of these exigencies of an emergency situation without regard to time consuming procedures and formalities prescribed by law (with the exception of mandatory constitutional requirements).

Section 6. Participate in 1033 Tax Exchange Transactions with Willing Property Owners.

The City will act as a participant in 1033 Tax Exchange transactions by exercising or threatening to exercise the City's power of eminent domain, when a transaction is agreed upon by the current property owner and the City, a future property owner has been identified, and the transaction will permit the property in question to remain affordable, provided that legal constraints to ensure affordability, such as a deed restriction, are imposed.

Section 7. Grant Program for Infrastructure Improvements.

Operate a grant program which makes funding available for off-site infrastructure improvements necessitated by affordable housing projects. Funding for the program originated from a zero point five (0.5) percent drinking water utility rate increase and a one percent wastewater utility rate increase effective January 1, 2025.

Section 8. Grant Program to Exempt Permit and Other Fees.

Operate a grant program which reduces permit fees. Seed funding of \$500,000 for the program originated from the Economic Development Fund. Up to 10 percent of proceeds not identified for other priority uses from the sale of city-owned property will fund this program ongoing.

Section 9. Eligibility Criteria.

The strategies apply to housing for which the following criteria have or will be met upon the development of housing units:

- All units produced are affordable to households whose income does not exceed 80 percent of the Olympia-Tumwater Metropolitan Statistical Area Median Income, adjusted for household size and updated annually by the U.S. Department of Housing and Urban Development (HUD), or a similar metric, should the HUD metric be unavailable.
- A Restrictive Covenant pursuant to the property's use is executed between the property owner and City of Olympia outlining that all housing units developed are subject to a 25- year affordability period.

Section 10. Sunset Provision. This Ordinance sunsets and is no longer in force or effect at 11:59 p.m. on June 30, 2028. The City Council shall, no later than 12 months after the effective date of this Ordinance, review the conditions that have given rise to this public health emergency to determine if such conditions warrant keeping in place the extraordinary measures authorized herein to respond to this public health emergency. Thereafter, this Ordinance shall come back before Council at least once every 12 months to ascertain if the public health emergency still exists and if the sunset date should be extended.

Section 11. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 12. Effective Date. This Ordinance is for the immediate preservation of public health, safety, and welfare of the public, and takes effect upon adoption, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

SENIOR DEPUTY CITY ATTORNEY

Ordinance No. 7414

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO PUBLIC HEALTH AND SAFETY; DECLARING A STATE OF PUBLIC HEALTH EMERGENCY RELATING TO HUMAN HEALTH CONDITIONS CAUSED BY INSUFFICIENT SUPPLY OF AFFORDABLE HOUSING; AUTHORIZING SUCH ACTIONS AS ARE REASONABLE AND NECESSARY IN LIGHT OF SUCH EMERGENCY TO MITIGATE THE CONDITIONS GIVING RISE TO SUCH PUBLIC HEALTH EMERGENCY; DECLARING AN EMERGENCY SO THIS ORDINANCE IS EFFECTIVE UPON ADOPTION; AND PROVIDING FOR SUNSET OF THIS ORDINANCE

WHEREAS, in Olympia, Thurston County, and in many parts of the nation, there exists a housing crisis in which there is an insufficient supply of affordable housing; and

WHEREAS, affordable housing is defined as housing for which the sum of rent or a mortgage payment and utilities costs no more than 30 percent of a household's gross income; and

WHEREAS, middle housing is defined as housing that is compatible in scale, form, and character with single-family houses and contain two or more attached, stacked, or clustered homes including duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, stacked flats, courtyard apartments, cottage housing; and accessory dwelling units in low density zones; and

WHEREAS, it's recognized that middle housing is often naturally occurring affordable housing; and

WHEREAS, a lack of housing that is affordable, specifically to low-income households whose incomes are less than or equal to 80 percent of area median income, creates housing instability and is a factor in persistent and increasing homelessness; and

WHEREAS, Olympia City Council declared homelessness a public health and safety emergency in 2018; and

WHEREAS, communities such as San Diego, California; Los Angeles, California; Portland, Oregon; the State of Hawaii, and others, have declared states of emergency related to a lack of affordable housing supply; and

WHEREAS, a 2021 Housing Needs Assessment produced by Thurston Regional Planning Council found that over 34,650 Thurston County households are cost burdened, meaning they spend more than 30 percent of their income on rent, mortgage payments, and other housing expenses; and

WHEREAS, of these 34,650 households, 13,900 are severely cost burdened, spending more than half of their income on housing expenses; and

WHEREAS, of these 34,650 households, 7,605 households are Olympia residents; and

WHEREAS, Olympia is projected to need more than 12,600 new housing units by 2045 to accommodate future population growth; and

WHEREAS, it's projected that more than 5,800 of these 12,600 units will be needed for households with incomes at or below 80 percent of the area median income adjusted by household size; and

WHEREAS, living in unaffordable housing is associated with a higher risk of chronic health conditions such as elevated levels of cholesterol, respiratory infections, coronary heart disease, cardiovascular disease, arthritis, stroke, and cancer; and

WHEREAS, living in unaffordable housing is also associated with mental health challenges, including chronic stress, anxiety, and depression; and

WHEREAS, access to housing for all is essential to the security, health, wellbeing, and prosperity of our communities; and

WHEREAS, local housing developers have communicated that Olympia's permitting and development standards increase housing development costs, making it more difficult to increase the supply of housing that is affordable for low-income populations; and

WHEREAS, some of the barriers to developing affordable and middle housing are Olympia's development regulations; lack of infrastructure; high cost of land and building materials; and limited financing sources to assist developers in constructing housing which can be occupied at affordable prices for low-income households; and

WHEREAS, the responsibility for the development of infrastructure to support housing, which historically had fallen on government, has in recent decades been placed on developers, passing the costs of infrastructure development onto housing developers and subsequently increasing the costs for tenants to rent or own a home; and

WHEREAS, streamlining and supporting the regulatory systems through the provision of dedicated community planning and development staff and alternative processes is necessary to reduce the cost and timeline associated with providing new affordable and middle housing for residents of the City; and

WHEREAS, the urgency of the housing shortage in Olympia requires that the City, in addition to developing long range plans, develop solutions that can be implemented in the near future to help ease Olympia's housing supply shortage; and

WHEREAS, the housing shortage in Olympia constitutes a set of circumstances which demand immediate action to preserve public health, protect life, protect public property, and provide relief to neighborhoods affected by such occurrences; and the housing shortage reaches such a dimension or degree of destructiveness as to warrant a declaration of the existence of an emergency; and

WHEREAS, the above circumstances warrant the exercise of the City Council's power to declare a public health emergency under authority of Article XI, Section 11, of the Washington State Constitution; 35A.11.020 RCW; 35A.11.030 RCW; 35A.13.190 RCW; 35A.38.010 RCW and other applicable laws and regulations, and pursuant to Chapter 2.24 of the Olympia Municipal Code, and pursuant thereto, and the authorization of such extraordinary measures as are reasonable and necessary in light of such of public health emergency to mitigate the conditions giving rise to the public emergency;

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

It is hereby declared that a state of emergency exists due to an exigent threat to human health related to an insufficient supply of affordable housing affecting the City of Olympia. In order to provide emergency relief consistent with the intent of this Ordinance, the Council hereby adopts the following strategies to increase the supply of affordable housing in Olympia.

Section 1. The above-stated recitals are adopted as findings of the City Council.

Section 2. Prioritize affordable and middle housing projects in City permitting process

Community Planning and Development staff will prioritize affordable housing and middle housing projects meeting the eligibility criteria in Section 8, below in the permitting process by moving these projects to the front of the permitting que.

Section 3. Specialized CP&D staff dedicated to affordable & middle housing projects

A Principal Planner in Community Planning and Development will act as an ombudsperson to affordable housing and middle housing projects. This staff person will work collaboratively and creatively with other Community Planning and Development staff, Housing staff, Public Works staff, and the developer to proactively guide affordable housing and middle housing projects through the permitting process in a timely manner.

Section 4. Give City Manager or City Manager’s designee authority to waive, postpone, or exempt City processes for affordable housing as described below

The City Manager is hereby authorized and empowered to carry out those powers and duties as are reasonable and necessary to mitigate the *effects* of the emergency on a case-by-case basis and is authorized and empowered, among other things, to do the following:

1. Obligate funds for emergency expenditures as directed by the City Council;
2. Notwithstanding OMC 3.16.020, enter into contracts and incur obligations necessary to increase the supply of affordable housing, regardless of the dollar amount of such contracts;
3. Exempt or postpone any Engineering Design and Development Standards (EDDS) which are under the City’s control;
4. Take other actions, as appropriate, in response to such emergency.

The City Manager is authorized to exercise the powers vested under Section 4 of this ordinance in the light of these exigencies of an emergency situation without regard to time consuming procedures and formalities prescribed by law (with the exception of mandatory constitutional requirements).

Section 5. Participate in 1033 Tax Exchange transactions with willing property owners

The City will participate in a 1033 Tax Exchange transaction, exercising of threatening to exercise the City’s power of eminent domain, when the transaction is agreed upon by the current property owner and the City, a future property owner has been identified, and the transaction will permit the property in question to remain affordable, provided legal constraints to ensure affordability, such as a deed restriction, are imposed.

Section 6. Grant Program for Infrastructure Improvements

Staff will develop and implement a grant program which makes funding available for off-site infrastructure improvements necessitated by affordable housing projects. Seed funding for the program will originate from a 0.5% drinking water utility rate increase and a 1% wastewater utility rate increase effective January 1, 2025.

Section 7. Grant Program to Exempt Permit and Other Fees

Staff will develop a grant program which reduces permit and development fees. In developing such a program staff shall identify a funding strategy and plan for implementation and may proceed with the program with the identified funding strategy and implementation plan.

Section 8. Eligibility Criteria


The strategies apply to housing for which the following criteria has or will be met upon the development of housing units:

- All units produced are affordable to households whose income does not exceed 80 percent of the Olympia-Tumwater Metropolitan Statistical Area Median Income, adjusted for household size and updated annually by the U.S. Department of Housing and Urban Development (HUD), or a similar metric, should the HUD metric be unavailable.
- A Restrictive Covenant pursuant to the property’s use is executed between the property owner and City of Olympia outlining that all housing units developed are subject to a 25- year affordability period.

Section 9. Sunset Provision. This Ordinance sunsets and is no longer in force or effect at 11:59 p.m. on June 30, 2026. The City Council shall, no later than 18 months after the effective date of this Ordinance, review the conditions that have given rise to this public health emergency to determine if such conditions warrant keeping in place the extraordinary measures authorized herein to respond to this public health emergency. Thereafter, this Ordinance shall come back before Council at least once every 12 months to ascertain if the public health emergency still exists and if the sunset date should be extended.

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

Section 11. Effective Date. This Ordinance is for the immediate preservation of public health, safety, and welfare of the public, and takes effect upon adoption, as provided by law.



 MAYOR

ATTEST:

Sean Krier

 CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

 DEPUTY CITY ATTORNEY

PASSED: December 17, 2024

APPROVED: December 17, 2024

PUBLISHED: December 23, 2024

Affordable Housing Emergency Declaration Accomplishments & Next Steps

The Affordable Housing Emergency Declaration was adopted in December 2024. Much of 2025 was spent implementing the declaration and sharing the strategies to increase affordable housing supply with the public and housing developers. An affordable housing incentives fact sheet featuring all available incentives was updated in the first quarter of the year and can be found on the Housing and Homeless Response website and within the City's permit portal. In February 2025, news of the declaration was included in a Difference Makers internal staff newsletter. In March, Housing and Strategic Communications staff worked together to create a signature graphic. In April, news about the declaration and middle housing code updates were included in a utilities insert. That same month, Housing staff worked with the Strategic Communications team to publish a blog post about the declaration and share why affordable housing is so important and what the City is doing to increase it. In June, an e-news item was released with an update on the implementation of the six strategies adopted under the declaration. With each of the six strategies operational, Housing staff now frequently share the fact sheet as well as participate in site plan review committee meetings with developers interested in building housing. Staff share what incentives are available should developers choose to build affordable housing units and work with developers to help them apply for the incentives.

Affordable Housing Emergency Declaration (AHED) Successes

The declaration has been received well. Five projects, representing 538 units, have benefitted from the declaration. All five have moved to the front of the permit queue. Four of the five have received assistance from planning and engineering staff. An exemption to city code was made for one project— South Puget Sound Habitat for Humanity's 3900 Boulevard Road project. The Habitat project benefits from several AHED and other affordable housing development incentives. The exemption to city code decreased the affordability period associated with the city's impact fee exemptions incentive from an indefinite period to 25 years. This exemption was made in recognition that the project is constructing homeownership units and there exist a few instances in which the units could potentially transfer to ownership who are not low-income. One example of this is a transfer to next of kin when a homeowner passes away. One project is pursuing the permit fee grant. No projects have yet applied for the infrastructure grant or partaken in a 1033 tax exchange transaction. Each project has benefitted from AHED incentives in combination with other affordable housing incentives.

Other Affordable Housing Incentives

In addition to the six AHED strategies, the City offers several other affordable housing incentives intended to encourage development of affordable housing. Transportation and park impact fees are exempted by 80%. In partnership with both Olympia School District and North Thurston School District, school impact fees are also exempted by 80%. A 50% exemption of City general facility charges and a 50% exemption of LOTT Clean Water Alliance capacity development charges are also offered. LOTT's Affordable Housing Supply program started as a pilot in 2023 and is now in its first biennium as a full-fledged program. Olympia has drawn its full allocation, plus relied on a shared pool among other partner jurisdictions, since the introduction of the program.

Next Steps

Should council extend the declaration, Housing staff intend to spend the later part of 2026 focusing on increasing education and identifying process improvements. After an extended time without a Housing Director, the position will be filled spring 2026. This will increase staff capacity to shift more focus to the AHED and other affordable housing incentives. Staff intend to update the Housing program's webpages and look for opportunities to collaborate with other internal and external partners, such as Economic Development and Regional Housing Council, to provide increased awareness and a better understanding of AHED and other incentives.

Staff also plan to actively promote incentives to organizations that develop affordable housing in effort to attract more developers to Thurston County and Olympia. Lastly, efforts to increase the impact of affordable housing development incentives by considering the intersection with other city programs and initiatives such as the City's land banking strategy is also planned for 2026 and into 2027.



City Council

Approval of Recommended Park Impact Fee Methodology, as Required by State law

Agenda Date: 6/2/2026
Agenda Item Number: 6.B
File Number:26-0402

Type: decision **Version:** 1 **Status:** Other Business

Title

Approval of Recommended Park Impact Fee Methodology, as Required by State law

Recommended Action

Committee Recommendation:

At their May 18, 2026 meeting, the Finance Committee recommended approval of the New Park Impact Fee Methodology, as required by State law.

City Manager Recommendation:

Move to approve the Finance Committee's recommendation of the New Park Impact Fee Methodology, as required by State law.

Report

Issue:

Whether to approve the Finance Committee's recommendation of the New Park Impact Fee Methodology, as required by State law.

Staff Contact:

Laura Keehan, Director of Parks Planning & Maintenance, Parks Arts and Recreation, 360.570.5855
Tammy LeDoux, Finance & Policy Coordinator, Parks Arts and Recreation, 360.753.8053

Presenter(s):

John Ghilarducci, Principal, FCS Group
Laura Keehan, Director of Parks Planning & Maintenance
Tammy LeDoux, Finance & Policy Coordinator

Background and Analysis:

In 2023, the Washington State Legislature adopted Senate Bill 5258, amending RCW 82.02.060 to require impact fee schedules to reflect the proportionate impact of different housing unit types. The law requires lower impact fees for smaller housing units based on square footage, number of bedrooms, or trips generated. The City must adopt a compliant methodology within six months of adoption of the Comprehensive Plan, requiring implementation by June 30, 2026.

The City hired FCS Group to scale the current park impact fees to comply with this recent change in

State law. An update of the fees is not included as a part of this study as this change is only to the methodology and is intended to be revenue-neutral. The next park impact fee rate study will be completed in the Fall of 2028 after the next Parks Plan is adopted.

Staff recommends using livable square footage as the basis for scaling park impact fees. This approach is commonly used by jurisdictions across Washington and is supported by reliable data correlating housing size with occupancy levels. It is also the most straightforward methodology to administer and avoids ambiguity associated with determining bedroom counts. Trip generation is used for transportation impact fees.

Once direction from Council has been received, staff will prepare the ordinance for approval on June 16, 2026.

An impact fee is:

- A payment of money imposed upon the development as a condition of development approval
- Pays for public facilities needed to serve new growth and development, and that are reasonably related to the new development that creates additional demand and need for public facilities
- Is a proportionate share of the cost of the public facilities, and that is used for facilities that reasonably benefit the new development
- “Expended only in conformance with the capital facilities plan element of the comprehensive plan”
- Ten-year limit on spending

The City began collecting park impact fees in 1992 and the current fees are based on a Park Impact Fee Rate Study completed in 2022. The calculation of fees is based on the Capital Investment Strategy project list and level of service standards in the *2022-2028 Parks, Arts & Recreation Plan*. The Parks, Arts and Recreation Department updates the Parks Plan every 6 years and will update the park impact fee rates after the adoption of a new plan. Annually, the Department also evaluates the fee for inflationary increases.

The collection of park impact fees is a critical piece to the success of the Olympia Parks system. As described in the *2022 Parks, Arts and Recreation Plan*, Parks began shifting from acquisition to development, and this revenue is our primary source of match funding for grants. Recent projects that were funded with impact fees include:

- Grass Lake Nature Park trail construction;
- Spraygrounds at Woodruff and Lions Parks;
- Jolene Unsoeld (Yelm Highway) Community Park Design and upcoming construction;
- 3 Off-leash Dog Parks constructed;
- West Bay Park Master Plan;
- Rebecca Howard Development Plan and upcoming design; and
- Marj Yung (Kaiser Woods) Park design and upcoming construction.

Climate Analysis:

Park impact fees pay for park facilities to serve new residential development at urban densities and infill, which is consistent with the City's Comprehensive Plan and is a key climate mitigation strategy.

Equity Analysis:

This new methodology is designed to fairly fund park infrastructure while reducing the cost burden on smaller-sized dwelling units, to support community needs and housing affordability. Also, dwelling units that meet affordable housing criteria are given an 80% discount on their park impact fees in Olympia.

Parks play an important role in the community as places that are free and accessible to the public for social connection and gathering, physical and mental health, and preservation and connection with nature.

Neighborhood/Community Interests (if known):

Olympians have shown a strong level of community support for Parks, Arts and Recreation services, as demonstrated by two voted funding measures and strong participation in the development of the Parks Plan. The YES Olympia Parks Coalition was heavily involved in the formation of the Olympia Metropolitan Park District and members continue to take a strong interest in the parks system.

The Olympia Master Builders (OMB) and housing community may have interest in this proposed methodology change for park impact fees. Staff has informed the OMB about the proposed park impact fee methodology change.

Financial Impact:

Annual park impact fee revenue varies with development activity. Collections totaled approximately \$778,877 in 2023, \$461,990 in 2024, and \$988,134 in 2025. The proposed scaling methodology is intended to be revenue-neutral overall.

While the Department has other dedicated funding sources, those revenues primarily support operations, land acquisition, or debt service. Park impact fees remain an important funding source for development of new parks and park amenities needed to serve growth.

Options:

1. Move to approve the recommended New Park Impact Fee Methodology, as required by State law.
2. Modify the New Park Impact Fee Methodology, based on a different basis, such as the dwelling unit's number of bedrooms or trip generation. This will require additional time to prepare and will require developing a process to gather necessary information in order for staff to administer at time of building permit.
3. Do not approve the New Park Impact Fee Methodology. This will delay compliance with State law and if not approved by June 30, 2026, park impact fees will no longer be collected.

Attachments:

Residential Scaling for Park Impact Fees Memo

May 11, 2026

To: Tammy LeDoux, Parks Finance and Policy Coordinator
Laura Keehan, Director of Parks Planning & Maintenance

From: John Ghilarducci
Luke Nelson

Re: Residential Scaling for Park Impact Fee

This memorandum summarizes the methodology used to scale the City's current park impact fee. It is accompanied by the spreadsheet reviewed with City staff on March 19, 2026, containing supporting calculations and data sources.

INTRODUCTION

Background

In 2026, the City of Olympia (City) contracted with FCS to scale its current park impact fee to comply with recent changes in state law. A fee update was not included as a part of this study.

Legal Basis

Impact fees are enabled by state statutes, authorized by local ordinance, and constrained by the United States Constitution. They allow cities to recover some of the cost of expanding public facilities necessitated by growth. These fees allow "growth to pay for growth" in a fair and equitable manner. In Washington, impact fees are enabled by RCW 82.02.050 through 82.02.110 and are permitted for:

- Public streets and roads
- Publicly owned parks, open space, and recreation facilities
- School facilities
- Fire protection facilities

In 2023, two new laws affecting the imposition of impact fees were passed. First, Senate Bill 5258 added language to RCW 82.02.060 requiring that "the [impact fee] schedule shall reflect the proportionate impact of new housing units, including multifamily and condominium units, based on the square footage, number of bedrooms, or trips generated, in the housing unit in order to produce a proportionally lower impact fee for smaller housing units." Second, House Bill 1337 amended RCW 36.70A to add that an impact fee on an accessory dwelling unit may not be charged more than 50 percent of the corresponding impact fee charged for the principal unit. This change is already reflected in City code, OMC 15.04.040A.

SCALING CALCULATION

Current Fee Structure

The City’s current park impact fee is charged separately to single-family, multi-family, accessory dwelling units (ADUs), and mobile homes. As a first step in scaling the fee, it is necessary to calculate a consistent fee per square foot for all residential types. To do that, FCS used housing data from the US Census Bureau to find the percentage of single-family, multifamily, and mobile dwellings within the City. These were multiplied by the corresponding dwelling unit fees being charged and then added together to give a blended residential fee.

Based on housing data, 58% of dwelling units within the City are single-family, 2% are mobile homes, and 40% are multi-family. The City currently charges impact fees ranging from \$4,709 and \$6,995 for different types of dwelling units within the City. This leads to a blended impact fee of \$6,535.26, as shown in **Exhibit 1** below.

Exhibit 1. Current Impact and Equivalent Blended Fee

Current Park Impact Fee	
Single-Family Dwelling Unit	\$ 6,995.00
Multi-Family Dwelling Unit	5,991.00
Downtown Multi-Family Dwelling Unit	4,709.00
Mobile Home	5,230.00
Blended Impact Fee per DU	\$ 6,535.26

Housing Characteristics

In order to scale the blended fee calculated above, the average occupancy and size of dwelling units within the City must be estimated. To find the average occupancy for the City, we use the same data from the US Census Bureau to find the number of people living in different dwelling unit types and the total number of each type of dwelling unit. By dividing the total number of people by the number of dwelling units, we find that the average occupancy for the City is 2.05 residents per dwelling unit.

The City estimates that the average size of single family residences and mobile homes is 2,225 square feet. According to Rentcafe.com, the average size of multifamily dwelling units is 841 square feet. By multiplying these average sizes for each dwelling unit type by the proportion of units within the City, we find that the average dwelling unit size within the City is approximately 1,666 square feet. **Exhibit 2** summarizes the calculation of the average dwelling unit size within the City.

Exhibit 2. Average Dwelling Unit Size

Single Family / Mobile Home Portion		Multifamily Portion		Average DU Size (Sq Ft)
Single Family Home Size	2,225	Multifamily Home Size	841	
Proportion of SFR / Mobile Homes	60%	Proportion of MFRs	40%	
SFR Proportion of Average (Sq Ft)	1,331	SFR Proportion of Average (Sq Ft)	335	1,666

Scaled Fee

Using the housing characteristics and blended impact fee above, an impact fee per square foot and estimated fee per single resident can be found by dividing the blended fee by the average home size and occupancy. This leads to an impact fee per square foot of \$3.92, as shown in **Exhibit 3**.

Exhibit 3. Scaled Impact Fee

Park Impact Fee	
Impact Fee per Occupant	\$3,187.93
Impact Fee per Sq Ft	\$3.92

Minimum and Maximum Fees

FCS recommends setting a minimum and maximum fee as a means to maintain the proportionality of the fee to the impact of residential development. These should be set at the points where (1) dwelling unit size is equivalent to the average home size of one resident (minimum fee) and (2) the correlation between square footage and occupancy no longer holds (maximum fee).

The average home size for one resident can be found using the housing statistics provided above. Dividing the average home size by the average occupancy leads to 813 square feet per resident. FCS recommends setting the minimum fee based on this dwelling unit size.

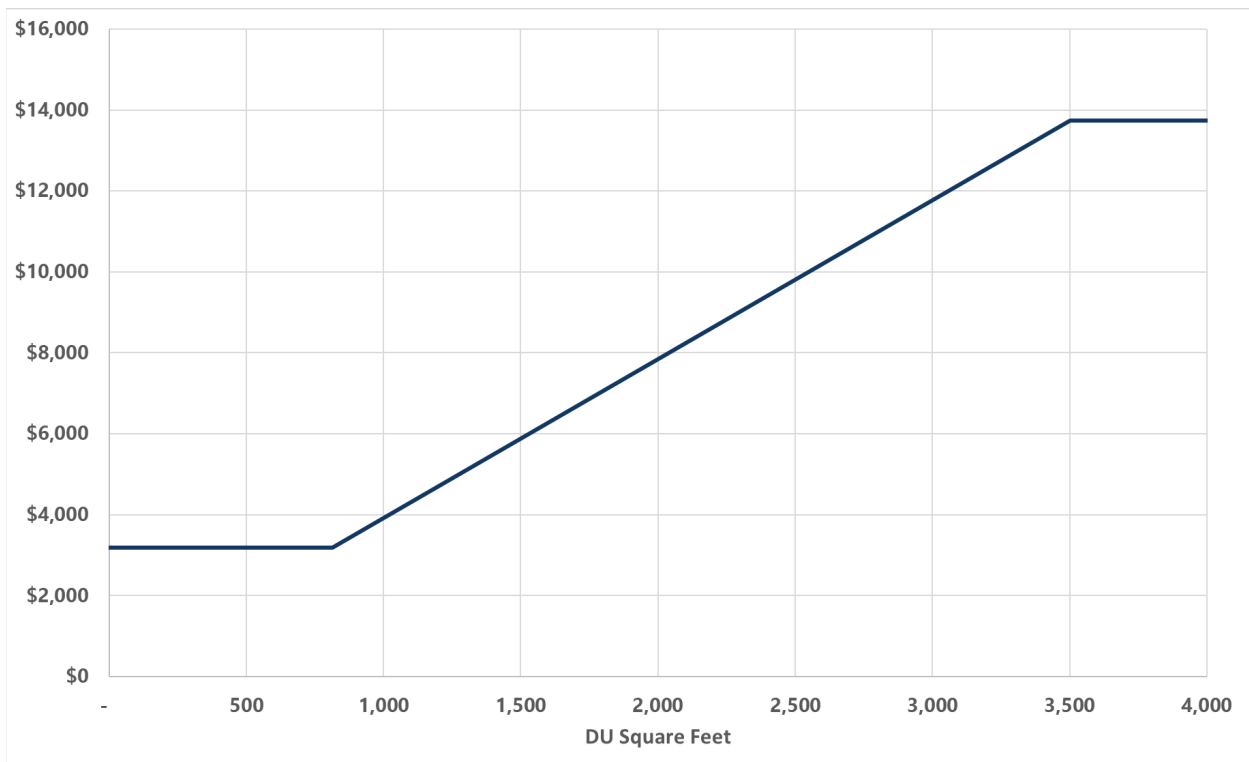
The maximum fee for each service should be implemented where a larger residence no longer suggests a higher occupancy. To find the point where the correlation between size and occupancy no longer holds, FCS ran a regression analysis on 2023 American Housing Survey data for the Seattle metro area. The fitted curve reaches its maximum at approximately 3,500 square feet, suggesting any additional square feet are not associated with additional occupants. FCS recommends multiplying this maximum square footage by the fee per square foot calculated above to find the suggested maximum charge. The minimum and maximum impact fees are summarized in **Exhibit 4**.

Exhibit 4. Impact Fee Schedule

Park Impact Fee	
Impact Fee per Sq Ft	\$3.92
Minimum DU Size (Sq Ft)	813
Minimum Fee	\$3,187.93
Maximum DU Size (Sq Ft)	3,500
Maximum Fee	\$13,720.00

These fee schedules can be charted on a graph to show the minimum and maximum as horizontal lines before the minimum square footage and past the maximum square footage with the impact fee per square foot representing the slope of a line connecting the two points. This is shown in **Exhibit 5**.

Exhibit 5. Impact Fee Graph



IMPLEMENTATION

Setting Scaled Impact Fees

The scaling calculated above is intended to be revenue-neutral in aggregate. The scaled fee represents the maximum defensible fee the City can adopt without revisiting the applicable calculation methodology. As such, the City is free to adopt a scaled fee up to that provided in this report.

Accessory Dwelling Units

In addition to principal residences, the City currently charges impact fees on accessory dwelling units (ADUs). Amended by HB 1337, RCW 36.70A.681 (2) limits the impact fees on ADUs to “50 percent of the impact fees that would be imposed on the principal unit.” This limit has been incorporated into City code, OMC 15.04.040A (ORD 7444), as of December 2025. FCS recommends that, when charging a fee on an ADU, the City calculate the scaled fee on both the ADU and principal residence. If the methodology above finds a fee for the ADU above half of the fee for the principal residence, the fee must be lowered to comply with the new law. In other words, the impact fee for an ADU should be the lesser of the calculated size-based fee or one half the (scaled) fee for the principal residence.

Habitable vs Non-Habitable Square Footage

Statute does not specify the type of square footage that should be charged an impact fee. However, at the time of development, the staff member who calculates the impact fee for the developer is typically also collecting a lot of information about the development—including square footage—for other purposes. FCS encourages cities and counties to use the version of building square footage that they are already collecting for impact fee purposes as well.

Ordinance No. 7414

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO PUBLIC HEALTH AND SAFETY; DECLARING A STATE OF PUBLIC HEALTH EMERGENCY RELATING TO HUMAN HEALTH CONDITIONS CAUSED BY INSUFFICIENT SUPPLY OF AFFORDABLE HOUSING; AUTHORIZING SUCH ACTIONS AS ARE REASONABLE AND NECESSARY IN LIGHT OF SUCH EMERGENCY TO MITIGATE THE CONDITIONS GIVING RISE TO SUCH PUBLIC HEALTH EMERGENCY; DECLARING AN EMERGENCY SO THIS ORDINANCE IS EFFECTIVE UPON ADOPTION; AND PROVIDING FOR SUNSET OF THIS ORDINANCE

WHEREAS, in Olympia, Thurston County, and in many parts of the nation, there exists a housing crisis in which there is an insufficient supply of affordable housing; and

WHEREAS, affordable housing is defined as housing for which the sum of rent or a mortgage payment and utilities costs no more than 30 percent of a household's gross income; and

WHEREAS, middle housing is defined as housing that is compatible in scale, form, and character with single-family houses and contain two or more attached, stacked, or clustered homes including duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, stacked flats, courtyard apartments, cottage housing; and accessory dwelling units in low density zones; and

WHEREAS, it's recognized that middle housing is often naturally occurring affordable housing; and

WHEREAS, a lack of housing that is affordable, specifically to low-income households whose incomes are less than or equal to 80 percent of area median income, creates housing instability and is a factor in persistent and increasing homelessness; and

WHEREAS, Olympia City Council declared homelessness a public health and safety emergency in 2018; and

WHEREAS, communities such as San Diego, California; Los Angeles, California; Portland, Oregon; the State of Hawaii, and others, have declared states of emergency related to a lack of affordable housing supply; and

WHEREAS, a 2021 Housing Needs Assessment produced by Thurston Regional Planning Council found that over 34,650 Thurston County households are cost burdened, meaning they spend more than 30 percent of their income on rent, mortgage payments, and other housing expenses; and

WHEREAS, of these 34,650 households, 13,900 are severely cost burdened, spending more than half of their income on housing expenses; and

WHEREAS, of these 34,650 households, 7,605 households are Olympia residents; and

WHEREAS, Olympia is projected to need more than 12,600 new housing units by 2045 to accommodate future population growth; and

WHEREAS, it's projected that more than 5,800 of these 12,600 units will be needed for households with incomes at or below 80 percent of the area median income adjusted by household size; and

WHEREAS, living in unaffordable housing is associated with a higher risk of chronic health conditions such as elevated levels of cholesterol, respiratory infections, coronary heart disease, cardiovascular disease, arthritis, stroke, and cancer; and

WHEREAS, living in unaffordable housing is also associated with mental health challenges, including chronic stress, anxiety, and depression; and

WHEREAS, access to housing for all is essential to the security, health, wellbeing, and prosperity of our communities; and

WHEREAS, local housing developers have communicated that Olympia's permitting and development standards increase housing development costs, making it more difficult to increase the supply of housing that is affordable for low-income populations; and

WHEREAS, some of the barriers to developing affordable and middle housing are Olympia's development regulations; lack of infrastructure; high cost of land and building materials; and limited financing sources to assist developers in constructing housing which can be occupied at affordable prices for low-income households; and

WHEREAS, the responsibility for the development of infrastructure to support housing, which historically had fallen on government, has in recent decades been placed on developers, passing the costs of infrastructure development onto housing developers and subsequently increasing the costs for tenants to rent or own a home; and

WHEREAS, streamlining and supporting the regulatory systems through the provision of dedicated community planning and development staff and alternative processes is necessary to reduce the cost and timeline associated with providing new affordable and middle housing for residents of the City; and

WHEREAS, the urgency of the housing shortage in Olympia requires that the City, in addition to developing long range plans, develop solutions that can be implemented in the near future to help ease Olympia's housing supply shortage; and

WHEREAS, the housing shortage in Olympia constitutes a set of circumstances which demand immediate action to preserve public health, protect life, protect public property, and provide relief to neighborhoods affected by such occurrences; and the housing shortage reaches such a dimension or degree of destructiveness as to warrant a declaration of the existence of an emergency; and

WHEREAS, the above circumstances warrant the exercise of the City Council's power to declare a public health emergency under authority of Article XI, Section 11, of the Washington State Constitution; 35A.11.020 RCW; 35A.11.030 RCW; 35A.13.190 RCW; 35A.38.010 RCW and other applicable laws and regulations, and pursuant to Chapter 2.24 of the Olympia Municipal Code, and pursuant thereto, and the authorization of such extraordinary measures as are reasonable and necessary in light of such of public health emergency to mitigate the conditions giving rise to the public emergency;

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

It is hereby declared that a state of emergency exists due to an exigent threat to human health related to an insufficient supply of affordable housing affecting the City of Olympia. In order to provide emergency relief consistent with the intent of this Ordinance, the Council hereby adopts the following strategies to increase the supply of affordable housing in Olympia.

Section 1. The above-stated recitals are adopted as findings of the City Council.

Section 2. Prioritize affordable and middle housing projects in City permitting process

Community Planning and Development staff will prioritize affordable housing and middle housing projects meeting the eligibility criteria in Section 8, below in the permitting process by moving these projects to the front of the permitting que.

Section 3. Specialized CP&D staff dedicated to affordable & middle housing projects

A Principal Planner in Community Planning and Development will act as an ombudsperson to affordable housing and middle housing projects. This staff person will work collaboratively and creatively with other Community Planning and Development staff, Housing staff, Public Works staff, and the developer to proactively guide affordable housing and middle housing projects through the permitting process in a timely manner.

Section 4. Give City Manager or City Manager’s designee authority to waive, postpone, or exempt City processes for affordable housing as described below

The City Manager is hereby authorized and empowered to carry out those powers and duties as are reasonable and necessary to mitigate the *effects* of the emergency on a case-by-case basis and is authorized and empowered, among other things, to do the following:

1. Obligate funds for emergency expenditures as directed by the City Council;
2. Notwithstanding OMC 3.16.020, enter into contracts and incur obligations necessary to increase the supply of affordable housing, regardless of the dollar amount of such contracts;
3. Exempt or postpone any Engineering Design and Development Standards (EDDS) which are under the City’s control;
4. Take other actions, as appropriate, in response to such emergency.

The City Manager is authorized to exercise the powers vested under Section 4 of this ordinance in the light of these exigencies of an emergency situation without regard to time consuming procedures and formalities prescribed by law (with the exception of mandatory constitutional requirements).

Section 5. Participate in 1033 Tax Exchange transactions with willing property owners

The City will participate in a 1033 Tax Exchange transaction, exercising of threatening to exercise the City’s power of eminent domain, when the transaction is agreed upon by the current property owner and the City, a future property owner has been identified, and the transaction will permit the property in question to remain affordable, provided legal constraints to ensure affordability, such as a deed restriction, are imposed.

Section 6. Grant Program for Infrastructure Improvements

Staff will develop and implement a grant program which makes funding available for off-site infrastructure improvements necessitated by affordable housing projects. Seed funding for the program will originate from a 0.5% drinking water utility rate increase and a 1% wastewater utility rate increase effective January 1, 2025.

Section 7. Grant Program to Exempt Permit and Other Fees

Staff will develop a grant program which reduces permit and development fees. In developing such a program staff shall identify a funding strategy and plan for implementation and may proceed with the program with the identified funding strategy and implementation plan.

Section 8. Eligibility Criteria


The strategies apply to housing for which the following criteria has or will be met upon the development of housing units:

- All units produced are affordable to households whose income does not exceed 80 percent of the Olympia-Tumwater Metropolitan Statistical Area Median Income, adjusted for household size and updated annually by the U.S. Department of Housing and Urban Development (HUD), or a similar metric, should the HUD metric be unavailable.
- A Restrictive Covenant pursuant to the property’s use is executed between the property owner and City of Olympia outlining that all housing units developed are subject to a 25- year affordability period.

Section 9. Sunset Provision. This Ordinance sunsets and is no longer in force or effect at 11:59 p.m. on June 30, 2026. The City Council shall, no later than 18 months after the effective date of this Ordinance, review the conditions that have given rise to this public health emergency to determine if such conditions warrant keeping in place the extraordinary measures authorized herein to respond to this public health emergency. Thereafter, this Ordinance shall come back before Council at least once every 12 months to ascertain if the public health emergency still exists and if the sunset date should be extended.

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

Section 11. Effective Date. This Ordinance is for the immediate preservation of public health, safety, and welfare of the public, and takes effect upon adoption, as provided by law.



 MAYOR

ATTEST:

Sean Krier

 CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

 DEPUTY CITY ATTORNEY

PASSED: December 17, 2024

APPROVED: December 17, 2024

PUBLISHED: December 23, 2024

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO PUBLIC HEALTH AND SAFETY; DECLARING A CONTINUING STATE OF PUBLIC HEALTH EMERGENCY RELATING TO INSUFFICIENT SUPPLY OF AFFORDABLE HOUSING; AUTHORIZING SUCH ACTIONS AS ARE REASONABLE AND NECESSARY IN LIGHT OF SUCH EMERGENCY TO MITIGATE THE CONDITIONS GIVING RISE TO SUCH PUBLIC HEALTH EMERGENCY; DECLARING AN EMERGENCY SO THIS ORDINANCE IS EFFECTIVE UPON ADOPTION; AND PROVIDING FOR SUNSET OF THIS ORDINANCE

WHEREAS, in Olympia, Thurston County, and in many parts of the nation, there exists a housing crisis in which there is an insufficient supply of affordable housing; and

WHEREAS, affordable housing is defined as housing for which the sum of rent or a mortgage payment and utilities costs no more than 30 percent of a household's gross income; and

WHEREAS, middle housing, defined as housing that is compatible in scale, form, and character with single-family houses and contains two or more attached, stacked, or clustered homes including duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, stacked flats, courtyard apartments, cottage housing; and accessory dwelling units in low density zones, is often naturally occurring affordable housing; and

WHEREAS, a lack of housing that is affordable, specifically to low-income households whose incomes are less than or equal to 80 percent of area median income, creates housing instability and is a factor in persistent and increasing homelessness; and

WHEREAS, persistent and increasing homelessness impacts not only people experiencing homelessness, but also the entire community, all residents, neighborhoods, and businesses; and

WHEREAS, Olympia City Council declared homelessness a public health and safety emergency in 2018; and

WHEREAS, living in unaffordable housing is associated with a higher risk of chronic health conditions such as elevated levels of cholesterol, respiratory infections, coronary heart disease, cardiovascular disease, arthritis, stroke, and cancer; and

WHEREAS, living in unaffordable housing is also associated with mental health challenges, including chronic stress, anxiety, and depression; and

WHEREAS, access to housing for all is essential to the security, health, wellbeing, and prosperity of our community; and

WHEREAS, the 2024 5-Year Estimate American Community Survey reports that of Olympia's 26,795 housing units, 12,766 are renter occupied and 7,273 (59.6 percent) of renter occupied housing units are occupied by households who are housing cost burdened, meaning the household pays greater than 30 percent of their household income on housing expenses; and

WHEREAS, increasing the supply of affordable housing is a goal included in Olympia’s One Community Plan, Housing Action Plan, and the Olympia: 2045 Comprehensive Plan; and

WHEREAS, Olympia and its urban growth area is projected to need approximately 14,295 new housing units, of which 7,616 of the units will be needed for low-income households with incomes at or below 80 percent of area median income, by 2045 to accommodate projected population growth; and

WHEREAS, the community has consistently ranked housing and homelessness as top concerns and priorities in recent years’ Community Engagement and Public Opinion Surveys; and

WHEREAS, local housing developers have communicated that Olympia’s permitting and development standards increase housing development costs, making it more difficult to increase the supply of housing, including housing that is affordable for low-income households; and

WHEREAS, some of the barriers to developing affordable and middle housing are Olympia’s development regulations; lack of infrastructure; high cost of land and building materials; and limited financing sources to assist developers in constructing housing which can be occupied at rates affordable to low-income households; and

WHEREAS, the responsibility for the development of infrastructure to support housing, which historically had fallen on government, has in recent decades been placed on developers, passing the costs of infrastructure development onto housing developers and subsequently increasing the costs for tenants to rent or own a home; and

WHEREAS, streamlining and supporting the regulatory systems through the provision of dedicated community planning and development staff and alternative processes is necessary to reduce the cost and timeline associated with providing new affordable housing units for residents of the City; and

WHEREAS, the urgency of the affordable housing shortage in Olympia requires that the City, in addition to developing long range plans, develop solutions that can be implemented in the near future to help ease Olympia’s housing supply shortage; and

WHEREAS, the affordable housing shortage in Olympia constitutes a set of circumstances that demand immediate action to preserve public health, protect life, protect public property, and provide relief to neighborhoods affected by such occurrences; and the affordable housing shortage reaches such a dimension or degree of destructiveness as to warrant a declaration of the existence of an emergency; and

WHEREAS, communities such as San Diego, California; Los Angeles, California; Portland, Oregon; the State of Hawaii, and others, have declared states of emergency related to an insufficient supply of affordable housing; and

WHEREAS, the Olympia City Council passed Ordinance No. 7414 on December 17, 2024, finding and declaring a public health emergency relating to insufficient supply of affordable housing in the City of Olympia; and

WHEREAS, since the passage of Ordinance No. 7414, the conditions that gave rise to the affordable housing public health emergency have continued and are continuing, thus warranting keeping in place

the extraordinary measures authorized in Ordinance No. 7414, and reauthorized in this Ordinance, to respond to this public health emergency; and

WHEREAS, the above circumstances warrant the exercise of the City Council's power to declare a continuing public health emergency under authority of Article XI, Section 11, of the Washington State Constitution; 35A.11.020 RCW; 35A.11.030 RCW; 35A.13.190 RCW; 35A.38.010 RCW, and other applicable laws and regulations, and pursuant to Chapter 2.24 of the Olympia Municipal Code, and pursuant thereto, and the authorization of such extraordinary measures as are reasonable and necessary in light of such of public health emergency to mitigate the conditions giving rise to the public emergency;

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

Section 1. The above-stated recitals are adopted as findings of the Olympia City Council and are incorporated by this reference as though fully set forth herein.

Section 2. It is hereby declared that a continuing state of public health emergency exists due to an exigent threat to human health and environmental conditions related to insufficient supply of affordable housing affecting the City of Olympia. Therefore, in order to provide emergency relief consistent with the intent of this Ordinance, the following strategies intended to increase the supply of affordable housing in Olympia will be continued.

Section 3. Prioritize Affordable and Middle Housing Projects in City Permitting Process.

Community Planning and Development staff will prioritize affordable housing and middle housing projects which meet the eligibility criteria outlined in Section 9, in the permitting process by moving these projects to the front of the permitting queue.

Section 4. Specialized CPED Staff Dedicated to Affordable and Middle Housing Projects.

A Principal Planner in Community Planning and Economic Development (CPED) will act as an ombudsperson to affordable housing and middle housing projects. This staff person will work collaboratively and creatively with other CPED staff, Housing staff, Public Works staff, and the developer to proactively guide affordable housing and middle housing projects through the permitting process in a timely manner.

Section 5. Give City Manager or City Manager's Designee Authority to Waive Postpone, or Exempt City Processes for Affordable Housing as Described Below.

The City Manager, or designee, is hereby authorized and empowered to carry out those powers and duties as are reasonable and necessary to mitigate the *effects* of the emergency on a case-by-case basis and is authorized and empowered, among other things, to do the following:

1. Obligate funds for emergency expenditures as directed by the City Council;
2. Notwithstanding OMC 3.16.020, enter into contracts and incur obligations necessary to increase the supply of affordable housing, regardless of the dollar amount of such contracts;
3. Exempt or postpone any Engineering Design and Development Standards (EDDS) which are under the City's control;

4. Take other actions, as appropriate, in response to such emergency.

The City Manager, or designee, is authorized to exercise the powers vested under Section 5 of this ordinance in the light of these exigencies of an emergency situation without regard to time consuming procedures and formalities prescribed by law (with the exception of mandatory constitutional requirements).

Section 6. Participate in 1033 Tax Exchange Transactions with Willing Property Owners.

The City will act as a participant in 1033 Tax Exchange transactions by exercising or threatening to exercise the City's power of eminent domain, when a transaction is agreed upon by the current property owner and the City, a future property owner has been identified, and the transaction will permit the property in question to remain affordable, provided that legal constraints to ensure affordability, such as a deed restriction, are imposed.

Section 7. Grant Program for Infrastructure Improvements.

Operate a grant program which makes funding available for off-site infrastructure improvements necessitated by affordable housing projects. Funding for the program originated from a zero point five (0.5) percent drinking water utility rate increase and a one percent wastewater utility rate increase effective January 1, 2025.

Section 8. Grant Program to Exempt Permit and Other Fees.

Operate a grant program which reduces permit fees. Seed funding of \$500,000 for the program originated from the Economic Development Fund. Up to 10 percent of proceeds not identified for other priority uses from the sale of city-owned property will fund this program ongoing.

Section 9. Eligibility Criteria.

The strategies apply to housing for which the following criteria have or will be met upon the development of housing units:

- All units produced are affordable to households whose income does not exceed 80 percent of the Olympia-Tumwater Metropolitan Statistical Area Median Income, adjusted for household size and updated annually by the U.S. Department of Housing and Urban Development (HUD), or a similar metric, should the HUD metric be unavailable.
- A Restrictive Covenant pursuant to the property's use is executed between the property owner and City of Olympia outlining that all housing units developed are subject to a 25- year affordability period.

Section 10. Sunset Provision. This Ordinance sunsets and is no longer in force or effect at 11:59 p.m. on June 30, 2028. The City Council shall, no later than 12 months after the effective date of this Ordinance, review the conditions that have given rise to this public health emergency to determine if such conditions warrant keeping in place the extraordinary measures authorized herein to respond to this public health emergency. Thereafter, this Ordinance shall come back before Council at least once every 12 months to ascertain if the public health emergency still exists and if the sunset date should be extended.

Section 11. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 12. Effective Date. This Ordinance is for the immediate preservation of public health, safety, and welfare of the public, and takes effect upon adoption, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

SENIOR DEPUTY CITY ATTORNEY

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE CONSOLIDATING BUDGET ADJUSTMENTS MADE BETWEEN JANUARY 1, 2026, AND MARCH 31, 2026, REFLECTING A TOTAL BUDGET INCREASE ADJUSTMENT OF \$77,389,319 AND AMENDING ORDINANCE 7454

WHEREAS, the Olympia City Council adopted the 2026 Operating, Special Funds and Capital Budgets and 2026-2031 Capital Facilities Plan (CFP) by passing Ordinance No. 7454 on December 21, 2025; and

WHEREAS, throughout the year, budget updates are required to recognize changes relating to adopted budget expense authority; and

WHEREAS, the CFP meets the requirements of the Washington State Growth Management Act, including RCW 36.70A.070(3); and

WHEREAS, the following changes need to be made to Ordinance No. 7454;

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

Section 1. The 2026 annual budget is amended to include necessary budget adjustments for the first quarter of 2026 from January 1 to March 31, as summarized and set forth in Exhibit “A” and Exhibit “B” which is attached and incorporated into this ordinance. Except as amended by this ordinance, all terms and provisions of the 2026 annual budget Ordinance No. 7454 shall remain unchanged.

Section 2. The 2026 FTE is amended to include necessary FTE increases for the first quarter of 2026 from January 1 to March 31, as summarized and set forth in Exhibit “C” which is attached and incorporated into this Ordinance.

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

Section 4. The Director of Finance is hereby authorized to bring forward into fiscal year 2026 all appropriations and allocations not otherwise closed, completed, or deleted from prior fiscal years’ capital budgets.

Section 5. Severability. The provisions of this Ordinance are declared separate and severable. If any provision of this Ordinance or its application to any person or circumstances is held invalid, the remainder of this Ordinance or application of the provision to other persons or circumstances shall be unaffected.

Section 6. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 7. Effective Date. This Ordinance shall take effect five (5) days after passage and publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

EXHIBIT A
City of Olympia, WA
First Quarter Expenditure Budget Adjustment Ordinance
January 1, 2026, through March 31, 2026

Fund	Adopted Budget	Carryover	1st Q BA	Amended Budget
FND_001 GENERAL FUND	121,777,100	690,419	2,493,151	124,960,670
FND_003 SPECIAL ACCT CONTROL FUND	3,248,893	3,653,634	2,610,998	9,513,525
FND_006 DEVELOPMENT FEE REVENUE	9,220,030	13,065	-	9,233,095
FND_007 PARKING FUND	2,085,959	121,959	-	2,207,918
FND_026 MUNICIPAL ARTS FUND	261,950	-	93,272	355,222
FND_132 LODGING TAX FUND	1,913,779	47,540	14,625	1,975,944
FND_135 PARKING BUSINESS IMPROVEMENT AREA	22,805	-	21,275	44,080
FND_137 HANDS ON CHILDRENS MUSEUM	563,689	1,342,411	1,069,267	2,975,367
FND_138 TRANSPORTATION BENEFIT DISTRICT	1,680,196	3,051,208	-	4,731,404
FND_140 REAL ESTATE EXCISE TAX	4,352,700	4,989,129	250,000	9,591,829
FND_142 HOME FUND	5,150,673	2,159	-	5,152,832
FND_143 CULTURAL ACCESS PROGRAM	3,798,170	1,376,218	-	5,174,388
FND_148 TBD Sales Tax	4,449,000	1,787,109	-	6,236,109
FND_220 NON-VOTED GO DEBT FUND	4,493,493	-	2,343,943	6,837,436
FND_317 CAPITAL IMPROVEMENTS FUND	0	186,341	290,000	476,341
FND_318 HOME FUND CAPITAL	2,202,871	-	350,000	2,552,871
FND_320 TRANSPORTATION CAPITAL IMPROVEMENT FUND	10,738,333	27,916,850	250,000	38,905,183
FND_335 GENERAL FACILITIES CAPITAL IMPROVEMENT FUND	4,744,675	5,002,449	160,000	9,907,124
FND_340 PARKS CAPITAL IMPROVEMENT FUND	46,872,500	1,204,334	270,000	48,346,834
FND_401 DRINKING WATER UTILITY OPERATING	17,947,364	125,877	-	18,073,241
FND_402 WASTEWATER UTILITY OPERATING	28,073,173	92,720	60,000	28,225,893
FND_404 STORMWATER AND SURFACE WATER OPERATING	9,244,782	187,750	143,750	9,576,282
FND_461 DRINKING WATER CAPITAL IMPROVEMENT	5,822,666	466,384	2,974,940	9,263,990
FND_462 WASTEWATER CAPITAL IMPROVEMENT	9,396,117	2,545,146	-	11,941,263
FND_464 STORMWATER AND SURFACE WATER CAPITAL IMPRO	1,995,463	1,541,736	-	3,537,199
FND_501 EQUIPMENT RENTAL	3,969,630	11,248	-	3,980,878
FND_502 EQUIPMENT RESERVE	6,625,000	-	657,325	7,282,325
FND_505 WORKERS COMPENSATION	2,553,956	-	44,542	2,598,498
FND_506 FACILITIES	6,000,177	247,774	-	6,247,951
FND_750 Parks Sidewalk Utility Tax	5,505,763	-	554,676	6,060,439
FND_751 Transportation Sidewalk Utility Tax	900,000	4,989,531	-	5,889,531
Total		62,287,555	15,101,764	

EXHIBIT B
City of Olympia, WA
First Quarter Expenditure Budget Adjustment Ordinance
January 1, 2026, through March 31, 2026

FND 001 General Fund:

Carryover Requests

- Purchase orders in progress \$ 515,419
- Artesian Commons Project \$ 75,000
- Leland Consulting Downtown Vacancy Project \$ 40,000
 - Funding from Economic Development Reserve in Fund 003
- Multifamily EV Charging Installations \$ 60,000

Carryover Requests total: \$ 690,419

Amendment Requests

Additional appropriation for:

- Arts Walks Lodging Tax Advisory Committee (LTAC) Award \$ 14,625
 - Funding from LTAC Fund
- Increase of project funded CARES Program Specialist 0.5 FTE to 1.0 FTE \$ 50,650
 - Funding from amendment to Tumwater CARES ILA
- Continued funding for Climate Resilience Coordinator position \$ 146,878
 - Funding from Thurston Climate Mitigation Collaborative Partners
- Climate Planning Grant Code Updates \$ 150,000
 - Funded by Department of Commerce Grant
- Appropriation for Municipal Court employee separation agreements \$ 980,998
 - Funding from the 900 Plum sale proceeds in Fund 003
- Appropriation for Thurston County Court ILA one-time improvements \$ 1,000,000
 - Funding from the 900 Plum sale proceeds in Fund 003
- Additional tree maintenance funding for Parks Urban Forestry \$ 50,000
 - Use of fund balance
- Annual Leasing for 6 Police Vehicles \$ 100,000
 - Funding from Equipment Reserve transfer

Amendment Requests total: \$ 2,493,151

FND 003 Special Acct Control Fund:

Carryover Requests

- Purchase orders in progress \$ 53,596
- Transfer of 900 Plum Proceeds for Facility Capital Improvement Projects \$ 3,560,038
- Transfer of Economic Development reserve for Downtown Vacancy Study \$ 40,000

Carryover Requests total: \$ 3,653,634

Amendment Requests

Additional appropriation for:

- Transfer of 900 Plum Proceeds for Municipal Court employee separation agreements and Thurston County Court one-time improvements \$ 1,980,998
- Transfer of 900 Plum Proceeds for Plum St Village move \$ 350,000
- Transfer of 2026-2027 Climate Planning Grant funds for work performed \$ 150,000
- Transfer of Economic Development reserves for Westside Landfill clean up \$ 130,000

Amendment Requests total: \$ 2,610,998

FND 006 Development Revenue Fund:

Carryover Requests

- Purchase orders in progress \$ 13,065

FND 007 Parking Fund:

Carryover Request

- ADA Assessment Plan Work \$ 121,959
 - Funded by a transfer from the Capital Improvement Fund

FND 026 Municipal Arts Fund:

Amendment Request

Additional appropriation for:

- Increase budget to the full Municipal Art Plan budget (\$355,222) \$ 93,272

FND 132 Lodging Tax Fund:

Carryover Requests

- Purchase orders in progress \$ 47,540

Amendment Request

- Art Walk Support LTAC Award \$ 14,625

FND 135 Parking Business Improvement Area:

Amendment Request

- Appropriation to write off uncollected assessments as a bad debt expense \$ 21,275

FND 137 Hands On Children's Museum Fund:

Carryover Requests

- Transfers for Forma and Parametrix contract work on HOCM Expansion \$ 1,342,411

Amendment Request	
Additional appropriation for:	
• Transfer to the Non-Voted GO Debt Fund for interest on 2025B HOCM bond	\$ 1,069,267
 <u>FND 138 Transportation Benefit District:</u>	
Carryover Requests	
• Transfer funding for Transportation Capital Improvement carryover projects	\$ 3,051,208
 <u>FND 140 Real Estate Excise Tax:</u>	
Carryover Requests	
• Transfer funding for Transportation Capital Improvement carryover projects	\$ 4,989,129
Amendment Request	
Additional appropriation for:	
• Transfer funding for 4 th Ave ADA Improvements Transportation project	\$ 250,000
 <u>FND 142 Home Fund Operating:</u>	
Carryover Request	
• Purchase order in progress	\$ 2,159
 <u>FND 143 Cultural Access Program:</u>	
Carryover Request	
• Purchase orders in progress	\$ 1,376,218
 <u>FND 148 Transportation Benefit District Sales Tax:</u>	
Carryover Requests	
• Transfer funding for Transportation Capital Improvement carryover projects	\$ 1,787,109
 <u>FND 220 Non-Voted GO Debt Fund:</u>	
Amendment Requests	
Additional appropriation for:	
• Interest on Debt Service for 2025A Parks Bond	\$ 1,274,676
○ Funding from Parks Capital, OMPD, and Sidewalk Utility Tax Funds	
• Interest on Debt Service for 2025B HOCM Bond	\$ 1,069,267
○ Funding from Hands On Children’s Museum Fund	
Amendment Requests total:	\$ 2,343,943

FND 317 Capital Improvement Fund:

Carryover Requests

- Transfer funding for Parking ADA Assessment Plan \$ 121,959
- Westside Landfill HWA Geosciences Clean Up Project budget \$ 64,382

Carryover Requests total: \$ 186,341

Amendment Requests

Additional appropriation for:

- Council Chambers Technology Upgrades \$ 160,000
 - Funding from Facilities Capital Improvement Fund
- Additional appropriation for Westside Landfill Clean Up \$ 130,000
 - Funding from Economic Development Reserves

Amendment Requests total: \$ 290,000

FND 318 Home Fund Capital:

Amendment Requests

Additional appropriation for:

- Plum St Tiny Home Village Move \$ 350,000
 - Funding from the 900 Plum Sale Proceeds

FND 320 Transportation Capital Improvement Fund:

Carryover Requests

- Ongoing Transportation Capital Improvements (28 Projects) \$ 27,916,850
 - Funding from special revenue funds, grants, and fund balance

Amendment Requests

Additional appropriation for:

- 4th Ave ADA Improvements Project \$ 250,000
 - Funding from Real Estate Excise Tax Fund

FND 335 General Facilities Capital Improvements Fund:

Carryover Requests

- Transfer to Facilities Operating Fund for non-capital ADA projects \$ 100,000
- City Hall 2nd Floor Renovation, Parking Lot Improvements, and Police Evidence Storage project budgets \$ 3,560,038
 - Funding from 900 Plum Sale Proceeds
- Hands On Children's Museum New Building project design budget \$ 1,342,411
 - Funding from Hands On Children's Museum Fund

Carryover Requests total: \$ 5,002,449

Amendment Requests	
Additional appropriation for:	
• Transfer to Capital Improvement Fund for Council Chambers Technology	\$ 160,000
 <u>FND 340 Parks Capital Improvement Fund:</u>	
Carryover Requests	
• Ongoing Parks Capital Improvements (6 Projects)	\$ 1,204,334
○ Funding from OMPD, State Grant, and Fund Balance	
Amendment Request	
Additional appropriation for:	
• Transfer to Debt Fund for interest payment on 2025A Parks Bond	\$ 270,000
 <u>FND 401 Drinking Water Operating Fund:</u>	
Carryover Requests	
• Purchase orders in progress	\$ 125,877
 <u>FND 402 Wastewater Operating:</u>	
Carryover Requests	
• Purchase orders in progress	\$ 92,720
Amendment Request	
Additional appropriation for:	
• Repair and maintenance for STEP Pump	\$ 60,000
○ Funding from Sewer Capital Improvement Fund	
 <u>FND 404 Stormwater and Surface Water Operating:</u>	
Carryover Requests	
• Purchase orders in progress	\$ 187,750
Amendment Request	
Additional appropriation for:	
• Downtown Flood Mitigation and Olympia Sea Level Rise Collaborative	\$ 143,750
○ Funded in part by partner contributions of \$68,750	
 <u>FND 461 Drinking Water Capital Improvement Fund:</u>	
Carryover Request	
• Ongoing Drinking Water Capital Improvements (7 Projects)	\$ 466,384
Amendment Request	
Additional appropriation for:	
• Transmission Main Seismic Valve Installation	\$ 2,974,940

- Funding from approved FEMA grant

FND 462 Wastewater Capital Fund:

Carryover Request

- Ongoing Wastewater Capital Improvements (6 Projects) \$ 2,545,146

FND 464 Storm and Surface Water Capital Fund:

Carryover Request

- Ongoing Storm and Surface Water Capital Improvements (17 Projects) \$ 1,541,736

FND 501 Equipment Rental:

Carryover Request

- Purchase order in progress \$ 11,248

FND 502 Equipment Reserve Fund:

Amendment Requests

Additional appropriation for:

- Sidewalk Maintenance Team Mini Excavator and Trailer \$ 174,549
 - Funding from General Fund transfer
- Transfer funding to General Fund for Police vehicle leasing \$ 100,000
- Transfer excess Police vehicle replacement savings to the General Fund \$ 382,776

Amendment Requests total: \$ 657,325

FND 505 Workers Compensation Fund:

Amendment Request

Additional appropriation for:

- Ready Rebound Annual Contract \$ 44,542
 - Funding from General Fund transfer

FND 506 Facilities Operating Fund:

Carryover Requests

- Purchase orders in progress \$ 147,774
- ADA Facilities Upgrade that don't qualify as capital projects \$ 100,000

Carryover Requests total: \$ 247,774

FND 750 Parks Sidewalk Utility Tax:

Amendment Request

Additional appropriation for:

- Transfer to Debt Fund for interest payment on 2025A Parks Bond \$ 554,676

FND 751 Transportation Sidewalk Utility Tax:

Carryover Request

- Transfer funding for Transportation Capital Improvement carryover projects \$ 4,989,531

EXHIBIT C
City of Olympia, WA
First Quarter Expenditure Budget Adjustment Ordinance
January 1, 2026, through March 31, 2026

No permanent FTE changes requested in the first quarter budget adjustment ordinance.

**PROFESSIONAL SERVICES AGREEMENT
FOR
YELM HIGHWAY (JOLENE UNSEOLD) COMMUNITY PARK-PHASE 1 CONSTRUCTION ADMINISTRATION
SERVICES**

This Professional Services Agreement is effective the date of the last authorizing signature (which is the “effective date”). The parties to this agreement are the City of Olympia, a Washington municipal corporation (“City”), and Berger Partnership P.S., a Washington professional services corporation (“Consultant”).

A. The City seeks the temporary professional services of a skilled independent consultant capable of working without direct supervision, to perform the services described in Exhibit “B” to this agreement; and

B. Consultant has the skill and experience necessary to provide such services.

NOW, THEREFORE, the parties agree as follows:

1. Services.

Consultant shall provide the services more specifically described in Exhibit "B," attached to and a part of this agreement ("Services"), in a manner consistent with the accepted practices for other similar services and when and as specified by the City's representative.

2. Term.

The term of this agreement commences on the effective date and continues until the completion of the Services, but in no event later than **December 31, 2028** ("Term"). The Term may be extended upon the mutual written agreement of the City and Consultant.

3. Termination.

A. Termination Prior to Expiration: Prior to the expiration of the Term, the City may immediately terminate this agreement, with or without cause. In the case of such a termination by the City, Consultant is only entitled to payment for Services performed under this agreement up to the termination date.

B. Termination for Non-Appropriation: If sufficient funds are not appropriated or allocated for payment under this agreement for any future fiscal period, the City is not 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 Services for which funds are allocated. No penalty or expense accrues to the City in the event this provision applies.

4. Compensation.

A. Total Compensation. In consideration for Consultant performing the Services, the City shall pay Consultant an amount not to exceed **Six Hundred and Fifty-seven Thousand, Four Hundred and Seventy-nine and 15/100 Dollars (\$657,479.15)**, inclusive of any applicable Washington State sales tax.

B. Method of Payment. The City shall make payment for the Services only after the Services have been performed, an invoice is submitted in the form specified by the City, and the invoice is approved by the designated City representative. The City shall make payment on a monthly basis, within 30 days after receipt of an approvable invoice.

C. Consultant Responsible for Taxes. Consultant is solely responsible for the payment of, and shall pay, any taxes imposed as a result of the performance and payment of this agreement.

5. Contract Managers; Notices.

All formal communications about this agreement, including contract deliverables, accomplishments, regulatory oversight, invoicing, and requests for amendment, must be coordinated directly between Consultant and City's Contract Manager, unless otherwise approved in writing by the City. The Contract Managers are:

BERGER PARTNERSHIP

Anna O-Connell
Principal
1927 Post Alley, Ste. 2
Seattle, WA 98101
Email: anna@bergerpartnership.com
Phone: 206.492.5562

CITY OF OLYMPIA

Melissa McFadden
Parks Planning & Design Manager
PO Box 1967
Olympia, WA 98507-1967
Email: mmcfadde@ci.olympia.wa.us
Phone: 360.753.8152

Any notice required to be given by the Parties must be delivered to the Contract Manager designated above, at the addresses listed above. Any notice may be delivered personally to the Contract Manager or may be deposited in the United States mail, postage prepaid, addressed to the Contract Manager. Any notice so posted in the United States mail must be deemed received three days after the date of mailing.

6. Compliance with Laws.

Consultant shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including all City codes, ordinances, resolutions, standards, and policies, as existing on the effective date or later adopted or amended.

7. Assurances.

Consultant affirms that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including being registered to do business in the City of Olympia by possessing a City of Olympia business registration.

8. Independent Contractor/Conflict of Interest.

In performing the Services under this agreement, Consultant is an independent contractor. The City is neither liable nor obligated to pay Consultant, or Consultant's employees, sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Consultant shall pay all income and other employment-related taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether it may provide a secondary or incidental benefit to Consultant, may not be deemed to convert this agreement to an employment contract. Consultant may perform professional services during the Term for other parties; provided, however, that such performance of other services may not conflict with or interfere with Consultant's ability to perform the Services under this agreement. Consultant shall resolve any such conflict of interest in favor of the City.

9. Equal Opportunity Employer.

A. In all Consultant services, programs, and activities, and all Consultant hiring and employment made possible by or resulting from this agreement, Consultant, and Consultant's employees, agents, subcontractors, and representatives, shall not unlawfully discriminate against any person based on any legally protected class status, including: 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 disability; except that the prohibition against discrimination in employment because of disability does not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement applies to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant 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 is grounds for termination of this agreement by the City and, in the case of Consultant's breach, may result in ineligibility for further City agreements.

B. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Consultant must sign, and is bound by, the *Statement of Compliance with Nondiscrimination and Equal Benefits Declaration* attached as Exhibit A .

10. Confidentiality.

Except as required by law, or with the express written permission of the City, Consultant shall not disclose any information, including records, obtained by Consultant in providing the Services under this agreement, if such information has been expressly declared confidential by the City. Consultant shall take reasonable steps to protect confidential information. To the extent the Agreement involves access to any law enforcement related database(s), Consultant shall not use or share information or database access with any third party engaged in civil immigration enforcement, in violation of the Keep Washington Working Act.

11. Indemnification/Insurance.

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

Should a court with jurisdiction as to the parties 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 Consultant and the City, its officers, officials, employees, and volunteers, Consultant's liability under this section, including the duty and cost to defend, is only to the extent of Consultant's negligence. The indemnification provided in this section constitutes Consultant's waiver of immunity under the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section survive the expiration or termination of this agreement.

B. Insurance Term. Consultant shall procure and maintain, for the duration of the agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the Services under this agreement by Consultant, its agents, representatives, or employees.

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage must 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, which must be at least as broad as ISO occurrence form CG 00 01 and must cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury, and advertising injury. The City must be named as an additional insured under Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City 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 Consultant's profession.

E. Minimum Amounts of Insurance. Consultant 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 with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.
3. Professional Liability insurance with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

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

H. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the Services.

I. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two business days of Consultant's receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required is a material breach of contract, upon which the City may, after giving five business days' notice to Consultant 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 by Consultant to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.

K. City's Full Access to Consultant Limits. If Consultant maintains higher insurance limits than the minimums shown above, the City is insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant 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 Consultant.

12. Work Product.

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by Consultant in performing the Services under this agreement and which are delivered to the City belong to the City. Consultant shall deliver any such work product to the City at the termination or cancellation date of this agreement, or as soon thereafter as possible. All other documents are owned by Consultant.

13. Treatment of Assets.

A. The City will not furnish property to the Consultant, and the Consultant will not purchase property for reimbursement by the City, unless expressly authorized in the Scope of Work of this Agreement or in any Work Order or Task Order issued under this Agreement.

B. In the event Consultant is furnished or authorized to purchase property, the following provisions apply:

1. Title to all nonexpendable personal property and all real property authorized for purchase under this Agreement or any Task Order or Work Order, and purchased by the Consultant for use in providing the Services under this Agreement, the cost of which Consultant is entitled to be reimbursed as a direct item of cost under this agreement, passes to and vests in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by Consultant. If Consultant elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property remains with Consultant. Consultant's election to capitalize and depreciate or claim acquisition cost as a direct item of cost is irrevocable.

2. Nonexpendable personal property purchased by Consultant for use in providing the Services under this agreement in which title is vested in the City may not be rented, loaned, or otherwise passed to any person, partnership, corporation/association, or organization without the prior expressed written approval of the City, and such property may be used only by Consultant in providing the Services under this agreement, unless otherwise provided in this agreement or approved by the City.

3. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which vests in the City, Consultant shall execute such security agreements and other documents as are 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, RCW.

4. Consultant is responsible for any loss or damage to the property of the City, which results from negligence, willful misconduct, or lack of good faith on the part of Consultant, or which results from the failure on the part of Consultant 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.

5. Upon the loss or destruction of, or damage to, any City property, Consultant shall notify the City and shall take all reasonable steps to protect that property from further damage.

6. Consultant shall surrender to the City all property of the City within 30 days after expiration or termination of this agreement, unless otherwise mutually agreed upon by the parties.

14. Books and Records.

Consultant shall maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the provision of the Services and 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. These records are subject, at all reasonable times, to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this agreement.

15. Public Records Act - Disclosure.

A record owned, used, or retained by the City is a “public record” pursuant to RCW 42.56.010 and is subject to disclosure upon request under Washington’s Public Records Act, even if such record is in Consultant’s sole possession. Should the City request that Consultant provide the City with a record that the City, in its sole discretion, deems to be a public record, so that it may be produced in response to a public records request, and should Consultant fail to provide such record to the City within 10 days of the City’s request for such record, Consultant shall indemnify, defend, and hold the City harmless for any public records judgment, including costs and attorney’s fees, against the City involving such withheld record.

16. General Provisions.

A. Entire Agreement; Order of Precedence. This agreement, including all exhibits, attachments, task orders, purchase orders, work orders, and amendments, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous proposals, discussions, or representations, whether written or oral. In the event of any conflict between the terms of this agreement and any Consultant proposal, estimate, quote, or other document, the terms of this Agreement control.

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

C. Full Force and Effect; Severability. Any provision of this agreement that is declared invalid or illegal in no way affects or invalidates any other provision of this agreement and such other provisions remain in full force and effect. Further, if it should appear that any provision of this agreement is in conflict with any applicable law, the provision that appears to so conflict must be deemed inoperative and null and void insofar as it may conflict, and must be deemed modified to conform to such law.

D. Assignment. Neither Consultant nor the City may transfer or assign, in whole or in part, any or all of its obligations and rights under this agreement without the prior written consent of the other Party.

1. If Consultant wants to assign this agreement or subcontract any of its work under this agreement, Consultant shall submit a written request to the City for approval not less than 15 days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder is 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 may, upon request, inspect any assignment or subcontract document.

E. Successors in Interest. The rights and obligations of the Parties inure to the benefit of and be binding upon the Parties' respective successors in interest, heirs, and assigns.

F. Attorney Fees. In the event either of the Parties defaults in 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 is entitled to its reasonable attorneys' fees, costs, and expenses to be paid by the other Party.

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

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

I. Authority. Each individual executing this agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this agreement on behalf of Consultant or the City.

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

K. 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 Services is essential to Consultant's performance of this agreement.

L. Remedies Cumulative. Any remedies provided for under the terms of this agreement are not intended to be exclusive, but are cumulative with all other legal remedies available to the City.

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

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

O. Venue. Any lawsuit or other legal action whatsoever arising out of or relating to this agreement must be brought only in Thurston County, Washington, state Superior Court, which is the exclusive venue for any such action.

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

Q. Certification Regarding Debarment, Suspension, and Other Responsibility Matters. By signing the agreement below, Consultant certifies to the best of its knowledge and belief, that it and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding the execution of this agreement 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;
3. 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 2. of this certification; and
4. Have not within a three year period preceding the execution of this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

Signatures

The City and Consultant have executed this agreement.

BERGER PARTNERSHIP P.S.

CITY OF OLYMPIA

Anna O'Connell

Anna O'Connell
Principal
1927 Post Alley, Ste. 2
Seattle, WA 98101
annao@bergerpartnership.com

Steven J. Burney
City Manager
PO Box 1967
Olympia, WA 98507-1967
jburney@ci.olympia.wa.us

05/22/2026

Date Signed

Date Signed

Approved as to Form by:

Michael M. Young

Senior Deputy City Attorney

Exhibit "A"

**STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT AND EQUAL BENEFITS
DECLARATION**

The Olympia City Council mandates compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) and *Employee Benefits* ordinance (OMC 3.18) for all services provided by City employees or through contracts with other entities. All contract agencies or vendors and their employees must understand and fully carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status. This 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 and any other status protected from discrimination by state or federal law. Unlawful discrimination includes transphobic discrimination or harassment, including transgender exclusion policies or practices in employee benefits.

Listed below are methods to ensure that this policy is communicated to your employees, if applicable.

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

Failure to implement at least two of 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 by the use of at least two of the measures specified above.

If this contract is valued at \$50,000 or more, I affirm that Consultant listed below complies with the City of Olympia Equal Benefits Ordinance (OMC 3.18) and shall, prior to contracting with the City, have policies in place prohibiting discrimination in the provision of employee benefits.

Should I operate as a sole proprietor, I agree not to discriminate against any client, or any future employees, based on any status protected from discrimination by state or federal law.

Anna O'Connell
Signature

Anna O'Connell
Printed Name of Signatory

05/22/2026
Date

Consultant Name

Exhibit "B"
SCOPE OF WORK

Task 1: Construction Administration

Duration: 18 months

The scope includes the following services, which Consultant shall provide, unless otherwise specified:

- Prepare and maintain logs for modifications – RFIs, ASIs, field changes, etc.
- Review submittals, respond to contractor questions, and review change order proposals.
- Site inspections and mock-up reviews as outlined in the specifications.
- Hydrogeologist support for the well during construction.
- Fields consultant to monitor construction progress and quality with decisions relative to contract performance.
- Fields consultant to approve or disapprove work in conformance with the contract documents and keep the owner advised as to the progress of their scope of the work.
- Provision of materials manual for OPARD that outlines specific furnishings and finishes used such as play equipment, play surfacing color, vendor-provided furnishings colors, materials, and finishes, etc.
- One punch list and one back punch.
- Architect will issue a Certificate of Substantial Completion for each of the three buildings.
- Fields consultant to provide final inspection and certification of completion for their scope of work.
- Review contractor as-builts.
- Civil engineering consultant will provide roadway, frontage, and utility record drawings.
- Civil engineering consultant will coordinate new water easements, right-of-way dedications, and drainage covenants with the AHJ, Surveyor, and OPARD.
- Consultant coordination, project management, and project administration.

Meetings and Site Visits:

Consultant shall participate in the following meetings/site visits:

- Preconstruction Meeting: One preconstruction meeting including Berger, Schemata, DA Hogan, Design 2426, and LPD.
- Meetings:
 - a. Berger: Attendance of weekly construction meetings with two Berger staff attending in person once per month and remotely (Zoom, Teams) for the remaining three meetings per month. Additional internal Berger and OPARD meetings to be remote biweekly.
 - b. LPD (meetings are assumed to be coordinated with site visits, see below).
 - c. Shannon & Wilson: Attendance of two to three meetings total.

- d. Cross: Attendance of 10 remote (Zoom, Teams) meetings.
- e. DA Hogan: Up to 10 remote progress meetings as needed.
- Site visits:
 - a. Berger: It is assumed that the monthly attendance of meetings in-person will be paired with a site visit.
 - b. LPD: Up to 18 site visits during construction. Up to 4 site visits for punch lists and back punch.
 - c. Shannon & Wilson:
 - i. Geotech: Up to 10 site visits for maintenance facility foundations subgrade evaluation; driveway and parking lot pavement subgrade evaluation, bioretention/stormwater facility subgrade evaluation, restroom and picnic shelter foundation subgrade evaluation, and sports field subgrade preparation.
 - ii. Well support: Up to two site visits.
 - d. Cross: Two site visits.
 - e. Schemata: Three site visits per building during construction for a total of nine site visits.
 - f. DA Hogan: Ten site visits.
 - g. GDM: Six site visits.

Alternatives (Additional CA Support - Mechanical)

The following additional services may be provided by GDM at the client's discretion:

- Additional site visit (per trip/person, up to 2 hrs. on site, including expenses)
- Construction Support – Alt 1, Misting Poles
- Construction Support – Alt 5, Restroom Bldg. Mechanical Room

Assumptions

The following assumptions have been made during the preparation of this proposal:

- It is assumed that there is one punch walk and one back punch for the site. If a phased completion approach is decided upon, the team will outline additional services for OPARD's review and approval.
- Architectural record drawings are not included. This can be requested for additional fee. This task would include preparation of "Construction Record" Drawings based on the As-Built documentation provided to us from the Contractor.

Exhibit "C"
FEE SCHEDULE

Berger Partnership	
Construction Administration	\$225,480.00
Berger Partnership Total	\$225,480.00
Subconsultants	
D.A. Hogan (Fields)	\$44,650.00
Shannon & Wilson (Environmental)	\$24,870.00
LPD Engineering (Civil)	\$136,000.00
Schemata (Architecture)	\$95,317.00
GDM (Mechanical)	\$44,400.00
Cross Engineers (Electrical)	\$18,369.00
<u>Design 2426 (Irrigation)</u>	<u>\$14,500.00</u>
Subconsultants Subtotal	\$378,106.00
<u>10% Mark-Up Subconsultants</u>	<u>\$37,810.60</u>
Subconsultants Total	\$415,916.60
Reimbursable Expenses	
Berger Reimbursables (incl. 10% markup)	\$2,420.00
Subconsultant Reimbursables (incl. 10% markup)	\$8,448.55
Alternatives (Additional CA Support - Mechanical)	
GDM (Mechanical)	
Additional Site Visit (up to 2 hrs. on site)	\$720.00
Alt 1 (Misting Poles)	\$1,320.00
<u>Alt 5 (Restroom Bldg. Mechanical Room)</u>	<u>\$2,640.00</u>
Subconsultant Subtotal	\$4,680.00
<u>10% Mark-Up Subconsultant</u>	<u>\$468.00</u>
Alternatives Subtotal	\$5,148.00
<u>Subconsultant Reimbursable Expenses (incl. 10% markup)</u>	<u>\$66.00</u>
Alternatives Total	\$5,214.00
PROJECT TOTAL	\$657,479.15

Fees will be billed monthly based upon the percentage of work completed. Services beyond those noted in this scope of work will be billed as additional services on an hourly basis as follows, or lump sum fees can be negotiated:

ROLE	HOURLY RATE	HOURLY RATE
Berger Partnership	Year 1	Year 2
Principal	\$260.00 per hour	\$286.00 per hour
Associate	\$220.00 per hour	\$242.00 per hour
Project Manager	\$180.00 per hour	\$198.00 per hour
Landscape Designer	\$150.00 per hour	\$165.00 per hour
Administrative Staff	\$130.00 per hour	\$143.00 per hour

Fees may be subject to renegotiation if the scope of work is not accepted within 60 days. Hourly rates are subject to an annual adjustment at the anniversary date of the contract as detailed above.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OLYMPIA AND BERGER PARTNERSHIP FOR CONSTRUCTION ADMINISTRATION SUPPORT SERVICES FOR PHASE 1 PARK IMPROVEMENTS AT JOLENE UNSEOLD COMMUNITY PARK

WHEREAS, the Jolene Unsoeld Community Park Phase 1 Park Improvements project is nearing construction; and

WHEREAS, the City seeks to retain the professional services of a consultant in the capacity of construction administration support; and

WHEREAS, Berger Partnership has the requisite skill and experience necessary to provide such services and was selected through a competitive request for quotation process to provide the park’s master plan services and subsequent design and construction support services; and

WHEREAS, per Olympia Municipal Code Subsection 3.16.020(B), the cost of the professional services agreement requires that the City Council approve the agreement and authorize the signature of all documents;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL RESOLVES as follows:

1. The Olympia City Council hereby approves the Professional Services Agreement between the City of Olympia and Berger Partnership for Jolene Unsoeld Community Park Construction Administration Support Services and the terms and conditions contained therein.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Professional Services Agreement, and any other documents necessary to the Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Professional Services Agreement, or to correct any scrivener’s errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

SENIOR DEPUTY CITY ATTORNEY

CCA DECARBONIZATION GRANT AGREEMENT

This AGREEMENT is made this 16th day of March, 2026, by and between **PUGET SOUND ENERGY** (“PSE”) and **City of Olympia** (“Participant”).

RECITALS

- A. Under PSE’s Climate Commitment Act (CCA) Decarbonization Program funding, as currently in effect and on file with the Washington Utilities and Transportation Commission, PSE offers grants for certain decarbonization measures installed or implemented at facilities that receive natural gas service from PSE.
- B. Participant intends to install, implement, purchase, or finance decarbonization measures and is requesting a grant from PSE.

AGREEMENTS

PSE and Participant agree as follows:

1. **PROJECT PREMISES/METER LOCATION ADDRESS:** Participant will install, implement, purchase, or finance the decarbonization measures listed in paragraph 2 (“Decarbonization Measures”) at the eligible locations identified (the “Premises”) by the Participant. Premise eligibility will be determined by the Participant’s program guidelines and the confirmation that the Premise uses PSE natural gas to fuel the main source of space and/or water heating. Participant represents either (a) that it is the owner or otherwise has the lawful authority to make the statements herein on behalf of the owner of the Premises, (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner of the Premises, or (c) is a third-party supporting the installation, implementation, purchase, or financing of the Decarbonization Measures and has obtained written authorization from the owner or lawful tenant of the premises. Customer represents either (a) that it is the owner or otherwise has the lawful authority to make the statements herein on behalf of the owner of the Premises, or (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner of the Premises.
2. **Decarbonization Measures.** Participant represents that it will purchase equipment or materials or has entered or will enter into an agreement with one or more contractors (the “Contractor”) for the installation, implementation, purchase, or financing at the Premises of the Decarbonization Measures which are detailed in *Attachment A: Participant SOW*, at the following costs:

	Decarbonization Measures	Eligible Grant ¹
1.	PSE Natural Gas Equipment Replacement(s) with Heat Pump Systems	\$350,000
	TOTAL (includes sales tax)	\$350,000

¹ The grant amount may be reduced at PSE’s sole discretion in the event of project cost reductions. See Section 3.

CCA DECARBONIZATION GRANT AGREEMENT

3. **Grant.** Upon the execution by all parties and PSE's receipt of this Decarbonization Grant Agreement, PSE agrees to grant the Participant 25% of the grant amount within 30 days. Participant agrees to provide monthly reports (*Attachment C: Monthly Report Form*) within the first week of each month for the duration of Grant Agreement. Upon project completion, final 75% of the grant amount will be issued by PSE to the Participant within 30 days of the receipt of the Participant's *Attachment D: Project Completion Report Form* and all final invoices. The summation of the two payments to the Participant will not exceed the eligible grant amount. The parties agree that all the Decarbonization Measures must be installed, and the Grant paid within 18 months of the signing of this Decarbonization Grant Agreement. If for any reason the installed cost of the Decarbonization Measures is less than the amount shown above and on Attachment A, PSE may decrease pro rata the amount of the Grant. In addition, the following are not eligible for reimbursement: fees incurred for project estimate or bids, site evaluation expenses, engineering expenses incurred prior to project funding, landscaping costs, construction bond costs, future maintenance or repair costs, donated, in-kind, or volunteer materials or labor. The Participant shall be responsible for paying any amount in excess of the amount of the Grant.
4. **Separate Contract.** Participant and participating Customers acknowledges and agrees that PSE is not, and shall not be deemed to be, a party to any purchase or installation contract relating to Decarbonization Measures, which shall be installed pursuant to a contract between Participant and its Contractor(s). Participant expressly acknowledges that PSE's involvement with respect to any aspect of the Decarbonization Measures is limited to the furnishing of the Grant. **PSE HAS NOT MADE AND DOES NOT MAKE (AND PARTICIPANT ACKNOWLEDGES THAT PSE DOES NOT MAKE) ANY IMPLIED OR EXPRESS WARRANTY (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS) REPRESENTATION, OR PROMISE WITH RESPECT TO EITHER (A) THE DECARBONIZATION MEASURES, (B) ANY MATERIALS AND LABOR REQUIRED FOR OR USED IN THE INSTALLATION OF THE DECARBONIZATION MEASURES, OR (C) THE INSTALLATION OF THE DECARBONIZATION MEASURES.**
5. **Final Cost Documentation, Access & Inspection:** Participant and Customer agree to promptly provide PSE, upon request: (1) documentation verifying equipment purchased and/or work performed in connection with the Decarbonization Measures installed; (2) reasonable access to and inspection of the Facility and Decarbonization Measures installed therein before, during and/or after implementation. Participating customers agree to authorize PSE to release customer account information, including billing and energy usage information, to an independent, third-party evaluator solely for the purposes of evaluating this program and other quality assurance purposes. The disclosure of this private information will comply with PSE's privacy policy and state regulation, which can be found at www.pse.com/privacypolicy.
6. **Release.** Participant and participating Customers release PSE from any and all claims, losses, harm, costs, liabilities, damages and expenses directly or indirectly resulting from or in connection with (a) the Decarbonization Measures, (b) any materials and labor required for or used in the installation of the Decarbonization Measures, (c) the installation of the Decarbonization Measures, or (d) the identification, handling and disposal of any associated hazardous waste materials.
7. **Termination.** In the event the Participant has received upfront grant funds from PSE and does not complete the Decarbonization Measure(s) within the approved project period, as set forth in this agreement, the Participant agrees to and shall refund PSE the amount of the grant not applied to completed Decarbonization Measures. In the event PSE provides upfront grant funds to the Participant and the Participant does not document to PSE's satisfaction, in its sole discretion, that the grant funds were used for the intended

CCA DECARBONIZATION GRANT AGREEMENT

Decarbonization Measure(s) as outlined in this agreement, the Participant agrees to and shall refund PSE an amount equal to the grant less those dollars spent on the intended Decarbonization Measures, as verified by PSE. Any amounts owed shall be returned to PSE within thirty (30) days of written notice or within thirty (30) days of the end of the approved project period, and PSE may offset such amounts against any current or future payments awarded to Participant.

8. **Entire Agreement.** This Agreement and its attachments set forth the entire agreement between the parties and supersede any and all prior agreements with respect to the Decarbonization Measures. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by all parties.

PUGET SOUND ENERGY

PARTICIPANT

By: _____

By: _____

Name: _____

Print Name: _____

Title: _____

Title: _____

Approved as to form:

Michael M. Young

Senior Deputy City Attorney

Attachment A**Project Summary: Safe Housing and Rental Efficiency (SHARE) Accelerator Pilot Program****Applicant:** City of Olympia**Grant Amount:** \$350,000. 25% upfront, 75% upon completion**Project Timeline:** Q1 2026 - Q4 2026**Scope of Work****Primary Objective:** Install heat pump space conditioning and heat pump water heating systems in up to 10 affordable rental housing units in Olympia to replace existing natural gas equipment.**Key Work Components:****1. Equipment Installation**

- Heat pump space conditioning systems
- Heat pump water heaters
- Replace natural gas heating equipment with electric alternatives

2. Electrical Infrastructure

- Electrical panel upgrades as required
- Service upgrades to support new electric equipment
- Safety remediation work

3. Permitting & Compliance

- City of Olympia mechanical, electrical, and plumbing permits
- Code compliance verification

4. Education & Support

- Post-installation consultation with property owners and tenant education resources
- Operation and maintenance guidance materials

Target Properties:

- Single-family and 2-4 unit multifamily rental properties serving low-income tenants ($\leq 80\%$ AMI) that are located within PSE's natural gas service area in Olympia
- Properties with existing natural gas space and water heating

Expected Outcomes:

- Decarbonization through electrification of 10 rental units
- Reduced energy burdens for low-income tenants
- Improved indoor air quality and comfort
- Long-term housing affordability preservation

REPORTING REQUIREMENTS SUMMARY

Reports should follow the structure outlined in Attachment C and D.

PSE Residential Decarbonization Grants 2026 Application Form

Program Overview

Puget Sound Energy (PSE) is pleased to announce the availability of a minimum \$6,500,000 in competitive grant funding through Washington State's Climate Commitment Act auction proceeds. These funds will support decarbonization projects scheduled for completion in 2026, with a focus on targeted electrification initiatives that replace natural gas equipment with electric alternatives.

Eligible Project Types: While heat pumps represent common electrification measures for space and water heating, PSE will consider all qualifying upgrades that eliminate natural gas usage in favor of electric systems.

Target Communities: This program is intended to provide funding for projects in underserved communities, highly impacted communities, vulnerable populations, and low-income households in both single-family and multi-family residential settings.

Application Process

Step 1: Review Requirements

Carefully review the program timeline and eligibility criteria outlined below. All application resources and supporting materials are available at www.pse.com/DecarbGrants

Step 2: Submit Inquiries

Direct all program questions to DecarbGrants@pse.com no later than **January 9, 2026**.

Step 3: Prepare Application Materials

Complete the application form and supplemental document checklist in collaboration with any project partners. All required fields must be completed for consideration. Provide comprehensive, detailed responses to ensure adequate project evaluation.

Step 4: Submit Complete Application

Submit all application materials via email to DecarbGrants@pse.com by **Friday, January 16, 2026, at 5:00 p.m. PT**.

Submission Requirements

- Application form must be submitted in Microsoft Word format (docx or .doc)
- Supplemental documents may be submitted in Word, PDF, Excel, or other standard file formats.
- Ensure all files are clearly labeled and organized.

Application Timeline

- **December 3, 2025** - Grants application is released online at www.pse.com/DecarbGrants
- **December 10, 2025 (9:00 a.m.)** - Live applicant Q&A session. The registration link to this webinar can be found at www.pse.com/DecarbGrants
- **January 9, 2026** - Final day to submit questions to DecarbGrants@pse.com
- **January 16, 2026** - Submission deadline for application and supplemental documents
- **January 30, 2026** - Awardees are notified.

PSE Residential Decarbonization Grants 2026 Application Form

A. Eligibility questions

The applicant must be able to answer “yes” to the following questions to be eligible for funding.

Is the project site located in PSE’s natural gas service area? Yes No

Is the applicant a Community Action Agency or other low-income weatherization provider; government related entities such as county agencies or city agencies; or non-profit housing provider that specifically serves vulnerable populations (defined as transitional housing, low-income housing, etc.)? Yes No

B. Summary

APPLICANT INFORMATION	
Organization Name	City of Olympia
Taxpayer Identification Number	91-6001261
Organization Description <i>Including mission, history, purpose and who the organization serves.</i>	<p>The City of Olympia is the capital city of Washington state, located in the South Puget Sound, along Interstate 5 at the gateway to the Olympic Peninsula. The City of Olympia honors and acknowledges the indigenous people who have stewarded this land since time immemorial and who still inhabit the area today, the Steh-Chass Band of Indigenous people of the Squaxin Island Tribe.</p> <p>Olympia has a population of approximately 55,605 residents, a majority of which are renters. We strive to provide housing that meets the needs of all residents, from low-income families to seniors and students, ensuring that no one is left behind. Additionally, we prioritize the health and well-being of communities that are disproportionately burdened by environmental impacts and actively work to address past harms.</p>
Primary Organization Contact <i>Please note - this person will also be responsible for providing ongoing quarterly reporting for the project.</i>	<p>Name: Dominic Jones</p> <p>Title: Building Decarbonization Program Manager</p> <p>Phone Number: 360.753.8347</p> <p>E-mail: djones@ci.olympia.wa.us</p> <p>Organization: City of Olympia</p>

PSE Residential Decarbonization Grants 2026 Application Form

Installer/Contractor
(if available)

Name:

TBD

Title:

Phone Number:

E-mail:

Organization:

PSE Residential Decarbonization Grants 2026 Application Form

PROJECT INFORMATION	
Project Name	Safe Housing and Rental Efficiency (SHARE) Accelerator Pilot Program
Physical Address(es) of Project (if known) <i>Include property name, street address, city, zip code. You may include a map if there are multiple buildings.</i>	Addresses TBD throughout City of Olympia limits
Customer Information: For the next four sections, provide as much detail as you have available. If project participation will not be determined until after an event, please explain.	
Physical Address(es) of Project <i>Include property name, street address, city, zip code. You may include a map if there are multiple buildings.</i>	Addresses TBD throughout City of Olympia limits
Site Owner(s) <i>Include lessee/lessor information. If applicant is the site owner, enter "N/A."</i>	Multiple Site Owners TBD, dependent upon applications received
PSE Account Number(s) <i>This is a 12-digit number, beginning with a 2, that can be found on customers' bills and online at www.pse.com. Please note if the building has multiple accounts.</i>	TBD
Account Holder(s) <i>What name is listed on the site's PSE natural gas bill?</i>	TBD

PSE Residential Decarbonization Grants 2026 Application Form

C. Project Narrative

PROJECT DETAILS

1. Provide a summary of the proposed project.

Program Overview

The [Safe Housing and Rental Efficiency \(SHARE\) Accelerator](#) is a City of Olympia pilot program, developed in partnership with Olympia Community Solar, that supports owners of affordable rental housing by providing direct funding, technical assistance, and coordinated resources to implement critical health and safety repairs alongside energy efficiency and electrification upgrades. The program is designed to improve the quality, safety, comfort, and energy performance of Olympia’s existing rental housing, streamline compliance with the City’s Rental Registry and Inspection Program, and preserve long-term housing affordability while reducing energy burdens for renters. Following two years of program design and planning, the City will launch a pilot in early 2026 serving approximately 10 rental units.

Purpose

The SHARE Accelerator is designed to address structural barriers that prevent energy efficiency improvements in rental housing and to respond to documented community needs.

- Addressing the split incentive: In rental housing, property owners typically bear the cost of capital improvements while tenants receive the benefits of reduced energy bills. This split incentive limits investment in energy efficiency upgrades, even as renters experience disproportionately high energy burdens. The SHARE Accelerator directly addresses this challenge by pairing funding for building improvements with affordability protections for tenants.
- Meeting the needs of a renter-majority community: Olympia is a majority-tenant community, with approximately 55% of residents living in rental housing. An estimated 67% of renter households earn less than 80% of Area Median Income, underscoring the importance of targeted investments that reduce housing and energy costs for low-income renter households.
- Responding to renter-identified health and safety concerns: In Fall 2022, the City conducted a fair housing survey with targeted outreach to organizations serving disadvantaged communities and low-income households. Renters identified their top environmental health concerns as:
 - High heating costs or insufficient heat
 - High cooling costs or insufficient cooling
 - Mold and poor indoor air quality

Program Structure

PSE Residential Decarbonization Grants 2026 Application Form

The SHARE Accelerator will be delivered through a structured, four-phase process that provides end-to-end support for participating building owners.

Phase 1: Building Assessments and Upgrade Planning (Q2 2026)

The purpose of Phase 1 is to assess building conditions and identify opportunities to improve building safety, comfort, and resilience, while advancing energy efficiency and decarbonization. Program participants will receive two building assessments: a health and safety inspection focused on tenant livability and an energy audit to identify efficiency and electrification opportunities. Based on these assessments, building owners will receive a comprehensive Building Upgrade Report outlining required and priority improvements, estimated costs, proposed phasing and timing, and available incentives and funding resources. Additionally, program staff will provide materials to tenants in participating units which includes staff contact information, resources on energy efficiency and electrification, as well as referrals to PSE customer programs (such as demand response enrollment and bill assistance programs), as well as the [City of Olympia Utility Lifeline programs](#).

Upgrades will be organized using a tiered framework that prioritizes tenant health and safety, cost-effectiveness, and potential for energy savings, decarbonization, and utility bill reductions:

- Tier 1: Prerequisite Health and Safety Upgrades (Required)
Program participants must address any identified health and safety risks. These requirements align with the City’s Rental Registry and Inspection Program and ensure that efficiency investments are made in safe, habitable buildings.
- Tier 2: High-Priority Energy Upgrades (Required)
Program participants will be required to implement high-impact energy efficiency and electrification measures, including:
 - Heat pump space conditioning
 - Heat pump water heating
 - Light building envelope upgrades
- Tier 3: Optional Energy Upgrades (Optional)
Program participants may pursue additional upgrades that further enhance tenant quality of life or generate additional energy savings. These measures will be implemented based on funding availability and owner and tenant interest.

For more information on SHARE Accelerator upgrade priorities and program offerings, please see the Proposed Upgrade Matrix and Participant Journey attached as supplemental information.

Phase 2: Funding Agreement Development (Q3 2026)

PSE Residential Decarbonization Grants 2026 Application Form

In Phase 2, program staff work with the property owner to develop a Funding Strategy for the proposed work, including any grant- and owner-funded upgrades. Staff will obtain contractor quotes for program-funded work, execute a Funding Agreement that defines the final project scope and terms, and execute a 7-year affordability covenant with the property owner to ensure continued rental affordability for tenants.

Phase 3: Project Implementation and Technical Assistance (Q4 2026 – 2028)

After the Funding Agreement is executed, property owners will have up to two years to complete the approved upgrades. Throughout this period, program staff will provide ongoing technical assistance, including project management support, help with funding and incentive applications, and quality assurance reviews of program-funded work.

If awarded PSE Decarbonization Grant funding, all heat pump space conditioning and water heater upgrades would be completed in Q4 2026.

Phase 4: Project Closeout and Affordability Compliance

In the final phase, program staff will verify that all upgrades outlined in the Funding Agreement have been completed. Building owners then submit annual affordability certifications to the City, in accordance with the terms of their affordability covenant.

FUNDING REQUEST

We are seeking a PSE Residential Decarbonization Grant to fund targeted electrification upgrades, including heat pump space conditioning, heat pump water heaters, and enabling electrical upgrades, for up to 10 affordable rental housing units with existing natural gas space heating and water heating in Olympia. These installations would occur in Q4 2026, as part of Phase 3 of the SHARE Accelerator pilot program.

This grant award would allow the City to dedicate existing program resources to prerequisite critical home repairs, weatherization upgrades, and renewable energy installations. Leveraging these funds will directly reduce energy burdens for low-income tenants in our community, while supporting decarbonization and long-term housing affordability.

2. Please describe the project team that will be leading the installation to completion.

City of Olympia:

Dominic Jones (Building Decarbonization Program Manager): Dominic Jones will be the City of Olympia lead on the SHARE Accelerator Pilot Program, and provide project management oversight, as well as managing the program contracts and budget.

PSE Residential Decarbonization Grants 2026 Application Form

Dominic has a background managing and implementing energy efficiency programs such as [Energize Olympia](#), and [Energize Thurston](#), which have resulted in over 400 heat pump and heat pump water installations in the City, and throughout Thurston County. This includes administration of state and federal clean energy grant awards to provide subsidized equipment installations for low- and moderate-income households within grant timelines.

Sarah Williams (Rental Registry Program Manager): Sarah Williams has assisted with program design and will support the SHARE Accelerator Pilot Program by helping review applications, verifying participant eligibility, verifying compliance with City of Olympia rental housing requirements, and ensuring program participants are meeting affordability requirements after upgrades have been completed. Sarah will also help respond to potential tenant concerns about participation in the SHARE Accelerator.

Sarah manages the City of Olympia's [Rental Registration and Inspection Program](#) in which she works with landlords to register their rental properties, helps oversee completion of health and safety inspections of rental units, and gathers data about housing trends. Sarah also has a background in tenant protections, which includes developing and providing resources to tenants.

Olympia Community Solar:

Mason Rolph (Executive Director): Mason has served as Olympia Community Solar's lead on the SHARE Accelerator, supporting the original concept application, and development of the pilot program. Mason, a graduate of The Evergreen State College, has co-authored publications with both the National Renewable Energy Laboratory (NREL) and the Smart Electric Power Association (SEPA). He has over seven years of program and project management experience and will directly support the Program Administrator.

Program Administrator: The project team will be supported by a 0.5 FTE Program Administrator whose duties will include facilitation of the building assessments, creating the building upgrade reports, providing technical assistance to landlords, quality assurance for energy efficiency upgrades, and supporting program evaluation.

Additionally, Olympia Community Solar has applied to the [Washington Climate Corps Network](#) for a fellow that would serve as an administrative assistant to the Program Administrator.

Contractors:

Equipment installations funded by the PSE Decarbonization Grant will be completed by competitively selected heat pump and heat pump water heater installers. Program staff will solicit estimates and bids to qualified contractors, with a focus on contractors who are participating in Energize Thurston, PSE Trade Allies, or the Washington State Department of Commerce HOMES and HARP rebate Qualified Contractor Network, in order to maximize potential incentives for landlords.

3. Describe the qualifications of the chosen installer(s), including their experience with similar projects.

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Specific installers have not been selected yet, however, we expect to solicit bids for program-funded work in Q3-Q4 2026. For PSE Decarbonization Grant-funded work, program staff would solicit bids from at least 3 qualified heat pump and heat pump water heater installers per rental unit, and select the best-value bid, based on contractor experience, and ability to leverage additional incentives such as PSE residential rebates, and rebates/discounts from other regional programs such as Energize Thurston, and the HOMES and HARP rebates. Requirements for selected installers would include manufacturer-led certifications and training to maximize warranty options provided to SHARE Accelerator participants, PSE Trade Ally or Recommended Energy Professional status, demonstrated commitment to customer support and education, as well as support of the SHARE Accelerator’s goal to decarbonize rental units, and reduce tenant energy burdens.

4. Describe the current status of the project. Include planning and design work completed to date and the estimated project completion date.

In July of 2023, City began working with OCS to design and launch the Safe Housing and Rental Efficiency Accelerator (SHARE Accelerator), to streamline critical home repairs and deep energy retrofits for affordable rental housing throughout Olympia. Early work to develop this program was supported by a \$400,000 US Department Of Energy (DOE) Buildings Upgrade Prize (Buildings UP) Phase 1 award for the SHARE Accelerator Concept Application.

In 2024-2025, the City and OCS worked together to identify common goals, desired outcomes, and an implementation strategy for the SHARE Accelerator Pilot Program. Program staff anticipate the launch of a 10-unit pilot program in Q1 2026, with completion of PSE Decarbonization Grant-funded upgrades in Q4 2026

5. Identify potential challenges and risks to completing the project on time and within budget, and your strategy for mitigating each of those risks.

Please include any resourcing constraints you may be experiencing.

The most significant risk to the SHARE Accelerator is landlords opting out of the program, due to high upfront costs, uncertainty around program incentives, or executing a restrictive Affordability Covenant. The project team intends to mitigate these risks by providing a robust funding and financing package through existing program funds, and leveraging discounts through alignment with local energy efficiency programs such as Energize Thurston, PSE rebates, and the upcoming Washington State IRA HOMES and HARP programs.

The project team will create an individualized funding strategy for each participating unit, based on the specific needs of the property, and results of the building assessments. Program staff will provide recommendations on which building improvements should be funded by each program funding source, as well as providing suggested phasing, in order to minimize contracting or administrative delays from stacking multiple sources of funding. Additionally, building owners will be provided with 20 hours of technical and project management assistance, which can be used for support identifying, and applying for grants, rebates and financing.

If awarded a PSE Decarbonization Grant, we will be able to reserve existing program funds to provide property owners additional funding to address critical deferred maintenance, health and safety issues, and building envelope improvements. Providing property owners a greater incentive,

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and increases the likelihood of completing building upgrades, and mitigates the largest risk to program success.

6. Describe the long-term maintenance plan, including sources of funding to implement the plan.

Identify who will oversee maintenance and any agreements with maintenance service providers, if known.

Landlords receiving funding through the SHARE Accelerator will be responsible for the long-term maintenance and care of installed equipment. However, if awarded PSE Decarbonization Grant Funding, existing program funds through the BUP Phase 1 prize will be reserved to provide property owners one year of professional service from the installation provider, as well as industry-standard labor and equipment warranties.

Additionally, program staff will provide landlords and tenants resources and guidance on how to use, and maintain their equipment properly. This includes a program closeout meeting, and post-installation pamphlets with information on how to operate equipment for maximum energy efficiency, recommended maintenance tips for system longevity, how often the systems should be professionally serviced, and service provider contact information.

CUSTOMERS SERVED (75% of Application Score)

7. Is the project serving low-income customers and/or customers located in a PSE Named Community?

The SHARE Accelerator program will directly serve low-income tenants in single family, or 2-4 unit multifamily rental units in Olympia. Prior to acceptance in the SHARE Accelerator, program staff will confirm landlords are charging affordable rents in participating rental units. For the purposes of this program, affordable rents are defined as follows:

- Subsidized affordable housing, such as Project-Based Section 8 housing, Low-Income Housing Tax Credit properties, and housing projects with local Home Fund or statewide Housing Trust Fund investment.
- Naturally occurring (i.e., non-subsidized) rental housing that is [affordable for households whose income is 80% or below of the area median income \(AMI\)](#). Rents are considered affordable when the monthly rent plus utilities, excluding telephone, do not exceed 30% of a household's monthly income.
- Rental housing that is occupied by low-income households, defined as 80% of AMI, including multifamily buildings where greater than 50% of the households earn 80% or less of AMI.

Although specific property addresses haven't been identified, 86% of City of Olympia's Census blocks are located in PSE Named Communities, so it is highly likely that SHARE Accelerator participants will be in a PSE Named Community. This includes 55% of Olympia's Census blocks in High Vulnerability areas, and 31% in Medium Vulnerability areas.

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8. Is the project serving any of the following customer segments, and if so which ones: seniors, disabled individuals, transitional housing residents, tribal members.

Additionally, the SHARE Accelerator, the program is a renter-focused initiative. According to American Community Survey (ACS) data on Olympia’s tenant population:

- 36% of Olympia’s renter population is seniors over the age of 60
- 19% of Olympia residents have disabilities
- 67% of Olympia renters have incomes below 80% Area Median Income (AMI)
- 100% of Olympia’s American Indian or Alaska Native households are renters
- 55% of all Olympia residents are renters

Based on these demographics, it is highly likely that our program will serve the target customer segments of the PSE Decarbonization Grant. As we open applications for the SHARE Accelerator pilot in early 2026 we will encourage participation of rental units serving seniors, disabled individuals and tribal members, by directly contacting community organizations such as the Community Action Council of Lewis, Mason, and Thurston Counties, or Homes First, and targeting outreach to landlords serving seniors and disabled individuals.

9. Is the project serving owned or rented homes? If rented, are there any agreements in place to hold rent prices stable for any period of time?

The SHARE Accelerator program serves rental units within City of Olympia limits. As a requirement to receive funding and assistance, building owners must enter a contract with the City of Olympia, that includes an Affordability Covenant to ensure rental pricing remains affordable to low-income households for a 7-year period and upgrade costs aren’t being passed on to tenants. Violation of this affordability covenant may result in the property owner repaying SHARE Accelerator funding, including potential PSE Decarbonization Grant funding.

The Affordability Covenants require annual certification of rental affordability to City staff. The covenants will be executed concurrently with any Funding Agreements, and triggers a two-year period of performance to complete their building upgrades.

PROJECT IMPLEMENTATION (25% of Application Score)

10. The grants are intended to help fill funding gaps for projects. What other funding sources have been pursued? If any, what is the status of additional funding requests?

The City has been awarded \$350,000 of [US Department of Energy \(US DOE\) Buildings UP](#) Phase 1 Prize funding, which will be allocated towards implementation of the SHARE Accelerator Pilot Program. As a Phase 1 Buildings Up Prize Recipient, we anticipated that we would be eligible for additional funding through future phases of the Buildings UP Prize between \$800,000 and \$960,000. However, due to an indefinite pause in program funding, we have been left with a significant funding gap for implementation. We are actively seeking funding to fill this gap by applying for additional funding and support through programs such as US DOE Weatherization

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Assistance Program Grants, American Council for an Energy Efficient Economy (ACEEE) Energy Equity for Renters technical assistance program, and Washington Climate Corps grant program.

In addition to providing direct funding to property owners for building upgrades, the SHARE Accelerator will encourage landlords to leverage existing state, local and utility programs such as:

- The Thurston Climate Mitigation Collaborative [Energize Thurston](#) program
- Washington State Inflation Reduction Act [HOMES and HARP](#) rebate programs
- [Puget Sound Energy Rebates](#)

11. Does the project provide any workforce development opportunities to low-income and/or community members? Are the contractors for the project MWBE and/or veteran owned?

Contractors for the SHARE Accelerator program have not yet been selected, however, we will advertise solicitations through the Washington Office of Minority and Women’s Business Enterprises (OMWBE) website to increase visibility to MWBE companies. Additionally, we are considering partnered outreach in coordination with Apex Accelerator, focused on outreach to small, and disadvantaged businesses that may be interested in working on SHARE Accelerator projects.

OTHER (OPTIONAL)

1. SHARE Accelerator Budget

2. SHARE Accelerator Upgrade Measures

3. SHARE Accelerator Participant Journey

4. [SHARE Accelerator Webpage](#)

5. Olympia Community Solar Letter of Support

6. Konstruct Letter of Support

- | | |
|---------------------------------------------------------------|--------------------------------------------------|
| <input checked="" type="checkbox"/> Email or print newsletter | <input checked="" type="checkbox"/> Social media |
| <input checked="" type="checkbox"/> Press release | <input checked="" type="checkbox"/> Website |
| <input type="checkbox"/> Ribbon cutting event | <input type="checkbox"/> Other: |

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D. Project Budget

PROJECT BUDGET

Please provide an itemized budget for eligible costs including the categories listed below. Preliminary estimates are acceptable at this time, but please note that final costs will be required prior to release of the final grant payment. If preferred, in lieu of the table below, you may submit a Supplemental Budget with your application detailing, but not limited to, the information below in an alternate format.

Eligible Costs	Amount	Line-item Description
System installation costs (equipment and labor), including sales tax	\$315,000	Heat pump and heat pump water heater retrofits for 10 rental units
Permitting fees, if applicable (please itemize)	\$4,000	City of Olympia permits
Other installation costs (please itemize)		
Education and outreach costs (if applicable)	\$1,000	Operation and maintenance one-pager, and staff time for post-installation consultation
Electrical upgrades or other electrification readiness costs including remediation for safety	\$30,000	Electrical panel or service upgrades, as required
Administrative costs or percent	\$0	
TOTAL ELIGIBLE PROJECT COSTS	\$350,000	
TOTAL COSTS REQUESTED OF PSE	\$350,000	
ADDITIONAL FUNDING SOURCES		
If funding request is less than 100% of project costs, please be clear about the source of additional funding.	\$350,000	Buildings UP Phase 1 Prize (Program Administration and rental rehabilitation, please see SHARE Accelerator Budget attached as supplemental information)
	\$150,000	In-kind staff time by City of Olympia Climate and Housing staff

Reminder: The following costs are typically NOT eligible for reimbursement:

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- Fees incurred for project estimates or bids
- Site evaluation expenses
- Engineering expenses incurred prior to project funding
- Landscaping costs
- Construction bond costs
- Future maintenance or repair costs
- Donated, in-kind, or volunteer materials or labor

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E. Project Timeline

PROJECT TIMELINE

Please provide estimated dates for project milestones listed below, and any additional comments regarding project timeline. PSE is willing to work with each grantee to on unique budget and cashflow needs.

Milestone	Date	Comments
Award notification	February 2026	
Equipment procured	October 2026	
Drawings and engineering completed	N/A	
Permits received	October 2026	Over the counter mechanical, electrical and plumbing permits
Equipment delivered	November 2026	
Construction begins	November 2026	
Construction completed	November 2026	
Inspections completed	November 2026	
Commissioning	November 2026	

Additional comments regarding timeline:

The exact timing of upgrade implementation is dependent on the existing conditions of the rental unit participating in the SHARE Accelerator program. We anticipate opening applications in Q1 2026, providing building assessments in Q2-Q3 2026, and installing PSE Decarbonization Grant-funded equipment in Q4 2026. .

G. Supplemental Document Checklist (Optional)

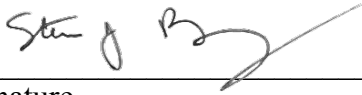
While not required, these documents can help bolster an application. Please clearly label each attachment included in your application with the following **bolded** labels.

- Installer Bids.** Proposals or bids to support budget estimates.
- Testimonials or Letters of Support.** Applicants may show their community impact and the satisfaction of their clients by submitting testimonials or letters of support.
- Detailed Schedule/Budget**

Certification by person authorized to enter into contract on behalf of organization:

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I certify that in preparation for submitting this application I have reviewed the eligibility and grantee requirements, understand that should this project be awarded funding, my organization will be able to meet the grantee requirements as described by Puget Sound Energy, and attest that the information provided above responding to this application is both accurate and current. I also understand that submitting an application in no way obligates Puget Sound Energy to provide funding and that funds are distributed at the sole discretion of Puget Sound Energy.



Signature

1/16/26

Date

Steven J. Burney

City Manager

Printed Name

Title

If this report accompanies a billing/payment request, as deemed by the Grant Agreement, please attach a spreadsheet with installation details. Include one row per customer with these columns:

- Customer Name
- Full Address
- PSE Account Number
- Electric Service Provider
- Equipment Installed (include model and AHRI numbers)
- Conservation/Electrical Services Provided
- Total Cost per Site
- Additional Notes (if applicable)

ATTACHMENT D PROJECT COMPLETION REPORT FORMAT

PSE Decarbonization Grant Project Completion Report

Report Period: [Month/Year]

Organization: [Organization Name]

Project Name: [Project Name]

Contact: [Name, Email, Phone]

Please submit this completed project report within 30 days of project completion and send it to DecarbGrants@pse.com. Complete all applicable fields in the report. For data-heavy sections like Appendix A, spreadsheets are preferred and should be included as attachments.

1. PROJECT OVERVIEW

Original Project Goals:

- [Goal 1]
- [Goal 2]
- [Goal 3]

Final Project Scope: [Description of actual work completed]

2. QUANTITATIVE OUTCOMES

Installation Metrics			
Metric	Target	Achieved	Variance
Total homes/units served			
Heat pumps installed			
Heat pump water heaters installed			
Other equipment installed			

Community Impact		
Demographic	No. Served	Percentage of Total Customers Served
Low-income households ($\leq 80\%$ AMI)		
Moderate-income households (80-150% AMI)		
Named Communities		
Rural households		
Other priority populations		

Geographic Distribution: [List cities/areas served with number of installations]

3. FINANCIAL SUMMARY

Category	Budgeted	Actual	Variance
Equipment & installation costs	[\$Amount]	[\$Amount]	[\$Amount]
Program administration	[\$Amount]	[\$Amount]	[\$Amount]
Other costs	[\$Amount]	[\$Amount]	[\$Amount]
TOTAL	[\$Amount]	[\$Amount]	[\$Amount]

(Average) Cost per Installation: [\$Amount]

Leveraged Funding: [\$Amount from other sources]

4. TIMELINE ANALYSIS

Milestones	Target Date	Actual Date	Variance	Comments
Project start				
Equipment procurement				
First installation				
50% completion				
Final installation				
Project completion				

Overall Timeline Performance: Ahead of Schedule On Schedule Behind Schedule

5. CONTRACTOR PERFORMANCE

Please list all contractors used on this project and provide your performance rating for each:



[Contractor 1]: [Number of installations] - Performance: Excellent Good Satisfactory

[Contractor 2]: [Number of installations] - Performance: Excellent Good Satisfactory

MWBE/Diverse Business Participation: [Report on diversity metrics and spending]

Quality Metrics:

Installation pass rate: []%

6. CUSTOMER EXPERIENCE

Total households contacted: [Number]

Enrollment rate: []%

Average time from application to installation: [Days]

7. CHALLENGES & SOLUTIONS

Major Challenges Encountered:

- [Challenge]: [How it was addressed]
- [Challenge]: [How it was addressed]
- [Challenge]: [How it was addressed]

Supply Chain Issues, if any:

[Description and impact]

Permitting/Regulatory Issues, if any:

[Description and resolution]

8. LESSONS LEARNED & BEST PRACTICES

What Worked Well:

- [Key success factor 1]
- [Key success factor 2]
- [Key success factor 3]

Areas for Improvement:

- [Improvement area 1]
- [Improvement area 2]

Recommendations for Future Programs:

- [Recommendation 1]
- [Recommendation 2]
- [Recommendation 3]

9. PROGRAM SUSTAINABILITY & FOLLOW-UP (if applicable)

Long-term Maintenance Plan:

[Description of maintenance arrangements]

[Warranty coverage details]

Ongoing Customer Support:
[Description of post-installation support]

Program Continuation:
[Plans for continuing similar work]
[Additional funding secured]

10. PARTNERSHIP & COLLABORATION (if applicable)

Key Partners:
[Partner organization]: [Role and contribution]
[Partner organization]: [Role and contribution]

PSE Collaboration:
[Description of PSE support and coordination]
[Utility rebate stacking results]

11. MARKETING & OUTREACH RESULTS (if applicable)

Outreach Activities:
Community workshops: [Number] with [Total attendance]
Marketing materials distributed: [Number/Type]
Media coverage: [Brief description]
Social media reach: [Metrics if available]
Referral Sources:
[Source 1]: [Percentage of customers]
[Source 2]: [Percentage of customers]

12. TECHNICAL PERFORMANCE

Equipment Performance:
Average heat pump efficiency ratings: [HSPF/SEER]
Installation quality metrics: [Pass rates, inspection results]
Post-installation issues: [Number and types]

13. APPENDICES

- A. Comprehensive list of customers served with the following: Name(s), Address(es), PSE Account Number, Electric Service Provider, Equipment Installed (model numbers and AHRI numbers), Conservation/Electrical Services Provided, Total Cost per Site, Additional Notes (if applicable)
 - B. Financial documentation and receipts
 - C. Permit number and/or documentation
 - D. Customer satisfaction survey results/Anecdotes, if any
 - E. Installation photos and case studies, if any
 - F. Contractor certifications and qualifications, if different from initial application
 - G. Marketing materials used, if any
-



Project Certification: I certify that this project has been completed in accordance with the grant agreement and that all information provided is accurate and complete.

Signature: _____ Date: _____

Print Name: _____ Title: _____

For PSE Use Only:

Final report reviewed by: [PSE Staff Name]

Review date: [Date]

Project closeout approved: Yes No

Final payment authorized: Yes No

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF OLYMPIA AND PUGET SOUND ENERGY FOR THE PUGET SOUND ENERGY RESIDENTIAL DECARBONIZATION GRANTS PROGRAM

WHEREAS, in 2021, the Olympia City Council adopted Resolution No. M-2194 declaring a state of climate emergency, given that the climate crisis poses an urgent threat to the health and well-being of our City, region, state, country, and world, making climate change a current and imminent crisis which intersects with all other crises facing humanity and our planet; and

WHEREAS, the Olympia City Council adopted Resolution No. M-2320 pledging to reduce Olympia’s greenhouse gas emissions by 59% compared to a 2019 baseline by 2030, and achieve net-zero community-wide emissions by 2040; and

WHEREAS, residential buildings are one of the largest sources of emissions in Olympia, and the Climate Chapter of the Olympia 2045 Comprehensive Plan includes Policy PL5.8, “Provide technical guidance and other incentives to encourage electrification and energy efficiency retrofits in existing buildings. Prioritize retrofits in overburdened communities and include protections to avoid displacement and financial burden on renters and small businesses”; and

WHEREAS, according to a 2016 study by ACEEE and Energy Efficiency for All, low-income, Black, and Latinx communities spend a much higher share of their income on energy. Additionally, this study found that 97 percent of excess energy burdens for renting households could be eliminated by bringing their homes up to median efficiency standards; and

WHEREAS, the City Council of Olympia recognizes that preservation of existing rental housing stock is of tremendous importance. Rental housing provides affordable housing for many and is a valuable asset that must be preserved and maintained. The City of Olympia has a significant interest in ensuring that rental housing remains a safe and desirable housing option for its residents; and

WHEREAS, in 2023 the City of Olympia partnered with Olympia Community Solar to envision and plan the SHARE Accelerator program, to provide streamlined technical support, guidance, and incentives to weatherize, electrify, and improve the resilience of affordable rental housing within the City of Olympia; and

WHEREAS, the City launched the SHARE Accelerator Pilot in March of 2026, with a goal to weatherize, electrify, and improve the resilience of 10 affordable rental housing units; and

WHEREAS, the Puget Sound Energy (PSE) Residential Decarbonization Grants Program, administered by Puget Sound Energy, provides grants to eligible agencies to replace natural gas equipment with energy-efficient electric alternatives; and

WHEREAS, the PSE Residential Decarbonization Grants Program is supported with funding from Washington’s Climate Commitment Act (CCA) and the CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health; and

WHEREAS, the City of Olympia applied for and was awarded a \$350,000 PSE Residential Decarbonization Grant to fund targeted electrification upgrades, including heat pump space conditioning, heat pump water heaters, and enabling electrical upgrades in rental units through the Safe Housing and Rental Efficiency (SHARE) Accelerator pilot program; and

WHEREAS, per Olympia Municipal Code Subsection 3.16.020.C, it is necessary for the City Council to approve the Grant Agreement and authorize the signature of all documents necessary to obligate funds for the Project;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL RESOLVES as follows:

1. The Olympia City Council hereby approves the agreement between the City of Olympia and Puget Sound Energy for the PSE Residential Decarbonization Grant Program and the terms and conditions contained therein.
2. The City manager or his designee is directed and authorized to execute on behalf of the City of Olympia the agreement between the City of Olympia and Puget Sound Energy for the PSE Residential Decarbonization Grant Program, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Grant Agreement, and to correct any scrivener’s errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

SENIOR DEPUTY CITY ATTORNEY

May 8, 2026

AARP Community Challenge Grant Agreement

This AARP Community Challenge Grant Agreement (“Agreement”) serves as an agreement between **AARP**, a social welfare organization located at 601 E Street NW, Washington, DC 20049, and **City of Olympia, a municipality**, located at **601 4th Ave E, Olympia, Washington 98501** (“Organization”).

Whereas, AARP wishes to grant Organization funding for the purposes set forth herein, and Organization wishes to perform the grant activities described herein. Therefore, in consideration of the mutual promises and advantages to the parties (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows.

1. **Funding.** AARP shall provide Organization with a one-time payment of grant funding in the amount of **\$15,000.00** (“Grant Funds”). Grant Funds will not be distributed under this Agreement until the Agreement is fully executed by both parties and AARP has received the signed Agreement from Organization.
2. **50+ Focus.** Organization will use the Grant Funds to improve the local community with a focus on the needs of people age 50+ by supporting disaster resilience for older adults and all residents (with a focus on people age 50 and older).
3. **Project Timeline.** Organization will perform the Grant Activities (defined below) between the date of execution of this Agreement and **December 15, 2026, at 11:59 p.m.** (“Grant Period”).
4. **Scope of Grant and Anticipated Activities to Be Funded.** Organization shall use the Grant Funds to undertake the following activities in Olympia, Washington during the Grant Period and achieve the following deliverables (collectively “Grant Activities”):
 - a. Organization will install twelve (12) portable heat pumps and air filtration systems in residences of high-risk older adults to support reliable cooling and improved indoor air quality.
 - b. Organization will develop one (1) set of educational materials, discussion prompts, and call scripts to support heat and smoke safety outreach to those age 50-plus.
 - c. Organization will use these materials to engage 1,000 older adults in recognizing heat- and smoke-related risks and implementing protective actions in their homes.
 - d. Organization agrees that these Grant Activities will be performed by licensed contractors or qualified trade professionals, as required by applicable law.
 - e. In compliance with the Community Challenge Promotional Toolkit provided by AARP, which is incorporated herein by reference, Organization will include AARP-provided branding and language that indicates AARP’s support for the Grant Activities, as applicable:
 - i. Events and temporary demonstrations: Signs, banners, or similar signage associated with the activity will indicate that the event or activity was funded with support from AARP and, as applicable, third-party funders
 - ii. Permanent structures: Structures (benches, wayfinding signs, community gardens, tables, seating, shelters, art installations, murals, or similar structures) will include a permanent plaque or other sign that indicates support from AARP and, as applicable, third-party funders
 - iii. Printed digital resources or similar communications: Materials will include the AARP logo and mention of support from AARP and, as applicable, third-party funders
5. **Reporting Requirements.** Organization agrees to submit to AARP a completed financial and programmatic after-action report (“AAR”), the generic form of which will be provided by AARP and is incorporated herein by reference. The completed AAR will detail all progress or achievement of the Grant Activities described herein and must include a description of Grant Activity outputs and outcomes. It may include personal stories

from residents who have benefited from the community improvements, which AARP and its third-party funders may publicize and distribute without limitation. The AAR may also include an itemized listing of any and all expenditures and drawdowns of the Grant Funds made during the Grant Period. Organization will submit the AAR with visuals (photos and/or video) to AARP by **December 31, 2026** (“AAR Deadline”). Organization agrees that the submission of the AAR at the conclusion of the project is required by the AAR Deadline and failure to submit the AAR will result in the removal from the AARP website until the time of submission, and non-completion will disqualify an applicant from future AARP Community Challenge grant programs.

6. **Material License.** Organization grants to AARP the right and license to use, edit, reproduce, distribute, publicly display, publicly perform, and/or make derivative works of any content, media or other materials (collectively, “Material”) provided by Organization to AARP. Such Material may be used in whole or in part, alone or together with other content, media or other materials, and in any form or on any platform. The rights granted to AARP in this term shall be irrevocable, perpetual, royalty-free and worldwide. Organization will not have any right of approval or receive any compensation as a result of AARP’s use of the Material.
7. **Privacy.** Organization will obtain a signed release from each identifiable individual captured in any photo and/or video taken or otherwise acquired by Organization and will submit such releases to AARP upon request. If Grant Activities involve any other data collection (including surveys), Organization will inform participants that Organization is not collecting data on AARP’s behalf or sharing it with AARP. Further, as part of any data collection activities Organization engages in hereunder, Organization agrees not to ask participants whether they are a member of AARP or an individual interested in AARP.
8. **Documentation and Right to Audit.** Organization shall retain invoices, receipts, accounting records and other supporting documentation for at least five (5) years following the expiration of the Grant Period. Organization shall maintain books and records consistent with generally accepted accounting principles and good business practices. AARP retains the right to audit Organization’s books and records upon reasonable notice, for the limited purpose of confirming that Grant Funds are expended and drawn down solely to conduct Grant Activities and in accordance with the terms of this Agreement. The obligations and rights granted in this section shall survive the expiration and termination of the Agreement.
9. **Permissible Use of Grant Funds, Repayments, and Refunds.** Organization shall use the Grant Funds exclusively for the performance of Grant Activities. AARP retains the right to receive an immediate refund of all improperly expended or unearned funds, as determined in AARP’s sole and reasonable discretion, from Organization upon written demand. If Organization anticipates a change in the scope or direction of Grant Activities, it must procure prior written approval from AARP before expending Grant Funds for any activity not specifically detailed herein. Furthermore, upon the expiration of the Grant Period or if Organization fails to comply with any term of this Agreement, Organization agrees to promptly return any unexpended portion of the Grant Funds in Organization’s possession upon receipt of written demand from AARP.
10. **Term and Termination.** The effective date of this Agreement shall be the date of execution, and the Agreement shall automatically terminate on **December 31, 2026**. This Agreement may be terminated by AARP at any time and for any reason upon written notification to Organization. Upon such termination, Organization shall return all unexpended portions of the paid Grant Funds to AARP with receipts and other documentation to substantiate the returned amount within forty-five (45) days of written receipt of early termination from AARP, and AARP shall have no further obligation to provide Organization with any Grant Funds.
11. **No Implied Agency.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on

behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the Agreement.

12. **No Commercial or Political Activity.** Both parties recognize that AARP is a nonprofit, non-partisan tax-exempt organization and agree that the Grant Funds will not be used to support or oppose political candidates or initiatives. Notwithstanding any specific deliverable herein, Grant Funds shall not be used to promote any commercial product or service or for-profit entity.
13. **No Collection of AARP Member Data.** At no time shall Organization collect or maintain any information from individuals involved in the Grant Activities that shall directly or indirectly identify such individuals as AARP members, member-prospects, or individuals interested in AARP.
14. **Indemnification.** To the extent allowable by applicable law, each party (the “Indemnifying Party”) shall defend, indemnify, and hold harmless the other party, its affiliates, and their respective partners, officers, employees, directors, agents, and representatives (each of whom is an “Indemnified Party”) against all liability, loss, suits, penalties, claims or actions, including any costs, damages, expenses (including attorneys’ fees and court costs), arising out of or resulting from (a) the negligent, reckless, or willful acts or omissions of Indemnifying Party, its officers, directors, employees, independent contractors, or agents, (b) the Indemnifying Party’s breach of applicable law or regulation; (c) the Indemnifying Party’s breach of this Agreement, including failure to comply with its obligations as set forth herein; and (d) any claim that the content, media, materials, activities, services, or work product of the Indemnifying Party infringe or violate the intellectual property or other rights of third parties, except to the extent caused by the Indemnified Party. The parties acknowledge and agree that the indemnity specified herein will include, without limitation, indemnification for settlements or compromises of matters covered by this indemnity. The Indemnifying Party shall not settle any such suit or claim without the Indemnified Party’s prior written consent if such settlement would be adverse to the Indemnified Party’s interest. The Indemnified Party may, at its option, conduct the defense in any third-party action arising as described above and the Indemnifying Party agrees fully to cooperate with such defense. The obligations and rights granted in this section shall survive the expiration and termination of the Agreement.
15. **Insurance.** Organization is responsible for all Grant Activities performed under this Agreement. Organization will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Grant Activities in accordance with generally accepted industry standards and as required by law. Organization will also ensure contractors, agents, subcontractors, and providers of services maintain insurance coverage consistent with this section.
16. **Acknowledgment and Trademark Licenses.** Organization shall acknowledge AARP’s support and, as applicable, third-party funding support, in all press releases, public announcements, and publicly released documents related to the Grant Activities detailed herein. To that end, AARP grants Organization a royalty-free non-exclusive, revocable license to use its name and corporate logo and, as applicable and where directed by AARP, the name and or logo of third-party funders, solely for that purpose and in compliance with the Community Challenge Promotional Toolkit provided by AARP. In addition, Organization grants AARP a non-exclusive, royalty-free, world-wide, license to use Organization’s corporate trademark, including its name and/or logo, for the limited purpose of communications regarding the grant between AARP and Organization to AARP members, the 50+ and the general public in promotion of AARP in all media and mediums, including without limitations, broadcast, print, online, and AARP membership materials until the expiration or termination of this Agreement. All trademark licenses granted under this section are non-transferable and Organization shall not create any new use of the AARP trademark upon expiration or termination of this Agreement.

- 17. **Warranties.** Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; and (e) the content, media and other materials (including Material as defined in Section 6) used or provided as part of the Agreement will comply with all applicable laws and regulations and will not contain any matter which is defamatory, unlawful, or which in any way infringes, invades, or violates any right of any person or entity, including privacy, publicity, copyright, and trademark. If necessary, Organization shall enter into written agreements and obtain written releases from third parties in order to ensure that any materials produced by the Organization hereunder can be used by AARP as contemplated herein.
- 18. **Confidentiality.** To the extent allowable by applicable law, both parties agree to take commercially reasonable measures to protect information obtained from the other, provided information is marked “confidential” or is of such a nature that the recipient party has reason to believe it is confidential.
- 19. **Additional Terms.** Organization shall not assign or otherwise transfer the Agreement, including by change of control, to any party without the prior written consent of AARP. This Agreement represents the entire agreement between the parties and replaces any prior agreement or proposed variation. Should there be any conflict between any forms or documents exchanged by the parties, the terms and conditions of this Agreement shall govern. This Agreement shall be amended only by mutual written agreement executed by all parties or their respective designees. The parties agree that this Agreement will be governed by the Laws of the District of Columbia without regard to District of Columbia conflict of laws statutes/rules. If any portion of this Agreement shall be declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.
- 20. **Notice.** For purposes of this Agreement, the following individuals shall serve as points of contact for both AARP and the Organization:

AARP

Mike Watson
Director, Livable Communities
601 E Street NW
Washington, DC 20049

City of Olympia

Natalie Weiss
601 4th Ave E
Olympia, Washington 98501

ACCEPTED AND AGREED TO BY:

AARP

By: _____
Printed Name: Mike Watson
Title: Director, Livable Communities
Date: _____

City of Olympia

By: _____
Printed Name: Steven J. Burney
Title: _____
Date: _____

APPROVED AS TO FORM:

Michael M. Young

SENIOR DEPUTY CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE AARP COMMUNITY CHALLENGE GRANT AGREEMENT BETWEEN THE CITY OF OLYMPIA AND AARP FOR A COMMUNITY CHALLENGE GRANT

WHEREAS, the AARP Community Challenge Grant provides grant funding to support local initiatives that deliver tangible improvements to communities. The flagship community challenge grant funds projects that benefit residents 50 and older in a range of categories, including strengthening disaster resilience, preparedness, and mitigation; and

WHEREAS, the City of Olympia identified that older adults in Olympia are at a high risk of extreme heat and smoke events in the Climate Risk and Vulnerability Assessment published in 2025. The adopted Olympia2045 Comprehensive Plan’s Climate Chapter and accompanying Implementation Plan states the City’s goal to expand access to affordable climate solutions for populations most impacted by extreme heat and smoke events; and

WHEREAS, the City of Olympia will provide in-home cooling and improved indoor air quality through a portable heat pump and air purification program to older adults most vulnerable to extreme weather events. The project will also distribute education and outreach materials to older adults in Olympia about ways to stay safe during heat waves and wildfire smoke events. The grant-funded project will be implemented in coordination with Lewis, Mason, Thurston Area Agency on Aging and South Puget Sound Habitat for Humanity; and

WHEREAS, the City of Olympia has been awarded a \$15,000 Community Challenge Grant from AARP in the strengthening disaster resilience category to support older adults in Olympia to prepare for and mitigate the impacts of more frequent and extreme heat and smoke events.

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL RESOLVES as follows:

1. The Olympia City Council hereby approves the attached form of Interagency Agreement between the City of Olympia and AARP for a Community Challenge Grant, and the terms and conditions contained therein.
2. The City Manager or his designee is directed and authorized to execute on behalf of the City of Olympia the attached Interagency Agreement, and any other documents necessary to receive the Community Challenge Grant, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Interagency Agreement, and to correct any scrivener’s errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

SENIOR DEPUTY CITY ATTORNEY

**AMENDMENT NO. 1
TO
OPTION TO PURCHASE REAL ESTATE AGREEMENT**

This **AMENDMENT NO. 1** to the **OPTION TO PURCHASE REAL ESTATE AGREEMENT** (“Option Agreement”) is made by and between JJP Group LLC (“Optionor”), and the CITY OF OLYMPIA, a municipal corporation organized under the laws of the State of Washington (“Optionee”), together known as the parties (“Parties”), effective as of the “Effective Date” (as defined in Section 15.15 of the Option Agreement, which shall mean for purposes of this Amendment No. 1, the later of the following dates the parties have affixed their signatures to Amendment No. 1: (1) the date of Optionee’s signature; or the date of Optionor’s signature).

WHEREAS, Optionor is the owner of certain real property located in the City of Olympia, Thurston County, Washington, legally described on Exhibit A to the Option Agreement recorded under Auditor File No. 5020757 (“Property”), and in Exhibit A attached hereto; and

WHEREAS, the parties wish to amend specific terms of the Option Agreement as provided in Section 15.3 of the Option Agreement, and to reduce in writing the agreed amended terms; and

WHEREAS, the signatories to this Amendment No. 1 to the Option to Purchase Real Estate Agreement are authorized to execute Amendment No. 1, and associated documents, to correct legal descriptions if need be, and to correct scrivener’s errors and other errors or omissions that are otherwise in substantial conformance with this Amendment No. 1 to the Option Agreement;

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, Optionor and Optionee agree to modify and amend the Option Agreement as follows:

1. **Option Term.** The Option Term specified in Section 2.1 of the Option Agreement is extended for a period of three (3) years commencing July 1, 2026, and expiring after June 30, 2029.

2. **Option Price.** The Option Price specified in Section 3 of the Option Agreement is modified and amended that Optionee shall pay Optionor the amount of Eighty Thousand Dollars and No/100 Cents (\$80,000.00) U.S. per year for the extension of the Option to purchase the Property. The first Option payment shall be due to Optionor on or before June 30, 2026. If the Option is not exercised by Optionee, payment for the second and third years of the Option shall be made to Optionor on or before June 30, 2027, and June 30, 2028.

3. **Application of Option Payments Towards Purchase Price.** Application of Option payments toward the purchase price in Section 4 of the Option Agreement is modified and amended as to Option payments previously made by Optionee to Optionor for the years ending June 30, 2024, and June 30, 2025, as follows: Option payments for the years 2024 and 2025 shall not be applied toward and deducted from the purchase price of the Property, in the event the Optionee decides to purchase the Property.. However, future Option payments made for the three (3) years commencing July 1, 2026, June 30, 2027, and June 30, 2028, shall be applied toward and deducted from the purchase price of the Property, if Optionee elects to exercise its Option to purchase.

4. Additional Terms. Section 12 is modified and amended to add the following additional subsections' terms and conditions that shall also apply to the Option to Purchase Real Estate Agreement, which shall be numbered as follows:

5. Authority to Grant Access to Property for Parking Vehicles. During the Term of this Option, Optionor grants to Optionee the sole authority to grant access through a gate to the Property to persons or entities performing homeless outreach activities on Optionor's Property, allowing such persons or entities to temporarily drive vehicles beyond the gate onto the Property, and to park such vehicles on the Property while performing homeless outreach activities. Optionee shall have the sole right to determine access to the Property which shall be subject to an access agreement between Optionee and each person or entity granted access to provide homeless outreach activities, which access agreement must specify the terms of the grant of access, including waiving any claims for damages against Optionor or Optionee related to access by persons or entities entering the Property to provide homeless outreach activities. Any authority granted in this section shall terminate if this Option Agreement expires.

6. Authority to Trespass Persons from Property. During the Term of this option, Optionor grants to Optionee or Optionee's employees, agents, contractors, or officials the right to restrict access to the Property during the Option to Purchase Real Estate Agreement, including the right to trespass persons from the Property. Any authority granted in this section shall terminate if this Option Agreement expires.

7. No Other Changes. All other terms of the Option Agreement recorded under Auditor File No. 5020757 remain in effect and are unchanged by this Amendment No. 1 to the Option Agreement. This Amendment No. 1 shall be recorded with the Auditor's Office of Thurston County, Washington.

[Remainder of page is left intentionally blank.]

EXHIBIT A
Legal Description

PARCEL A:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 18 NORTH, RANGE 1 WEST, W.M. LYING SOUTHERLY OF MARTIN WAY, WEST OF COLLEGE CITY BERRY TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 7, AND OF LEACH JOHNSON HILL TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 2, AND NORTH OF THE SOUTH LINE OF TRACT CONVEYED TO E. CHRISTENSEN AND WIFE BY DEED DATED JANUARY 7, 1937, AND RECORDED IN VOLUME 154 OF DEEDS, PAGE 392;

EXCEPTING THEREFROM, THAT PORTION LYING NORTH AND EAST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF SAID COLLEGE CITY BERRY TRACTS, 470 FEET SOUTH OF THE INTERSECTION OF THE SOUTHERLY LINE OF SAID MARTIN WAY THEREWITH, SAID SOUTHERLY LINE OF MARTIN WAY BEING 60 FEET DISTANT SOUTHERLY FROM ITS ESTABLISHED CENTERLINE ACCORDING TO SURVEY THEREOF, AND RUNNING THENCE WEST 139.35 FEET AND NORTH 200 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF TRACT CONVEYED TO ALFRED R. HENDERSON AND WIFE, BY DEED DATED JULY 22, 1952 AND RECORDED UNDER AUDITOR'S FILE NO.508131, AND THENCE ALONG THE BOUNDARY OF SAID HENDERSON TRACT WEST 109 FEET, MORE OR LESS, AND NORTH 250 FEET TO SAID SOUTHERLY LINE OF MARTIN WAY.

IN THURSTON COUNTY, WASHINGTON.

PARCEL B:

THAT PART OF THE SMITH DONATION CLAIM NO. 42, IN SECTION 18, TOWNSHIP 18 NORTH, RANGE 1 WEST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SMITH CLAIM WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, SAID TOWNSHIP AND RANGE; RUNNING THENCE EAST ALONG SAID NORTH LINE OF CLAIM 161.15 FEET; THENCE SOUTH 150 FEET; THENCE WEST 26 FEET; THENCE SOUTH 356 FEET, MORE OR LESS, TO THE NORTHERLY MARGIN OF PACIFIC AVENUE; THENCE NORTHWESTERLY ALONG SAID NORTHERLY MARGIN 147.9 FEET, MORE OR LESS, TO A POINT SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 450 FEET, MORE OR LESS, TO SAID POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF WASHINGTON BY DEED RECORDED APRIL 24, 1985 UNDER AUDITOR'S FILE NO. 8504240091.

IN THURSTON COUNTY, WASHINGTON.