



# Meeting Agenda

## City Council

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

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Tuesday, January 13, 2026

6:00 PM

Council Chambers, Online and  
Via Phone

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### Register to Attend:

[https://us02web.zoom.us/webinar/register/WN\\_YYXUa4RcQLm7M4E7GyCmFQ](https://us02web.zoom.us/webinar/register/WN_YYXUa4RcQLm7M4E7GyCmFQ)

## 1. ROLL CALL

### 1.A ANNOUNCEMENTS

### 1.B APPROVAL OF AGENDA

## 2. SPECIAL RECOGNITION

- 2.A [26-0018](#) Special Recognition - Proclamation Recognizing Dr. Martin Luther King Jr. Day

Attachments: [Proclamation](#)

- 2.B [26-0007](#) Special Recognition - Proclamation Recognizing National Day of Racial Healing

Attachments: [Proclamation](#)

[National Day of Racial Healing Website](#)

- 2.C [26-0039](#) Special Recognition - Proclamation Recognizing Immigrant and Refugee Advocacy Day

Attachments: [Proclamation](#)

## 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 [26-0040](#) Approval of January 6, 2026 Olympia City Council Meeting Minutes  
**Attachments:** [Minutes](#)
- 4.B [26-0045](#) Approval of the 2026 City of Olympia State Legislative Agenda  
**Attachments:** [2026 Draft Legislative Agenda](#)
- 4.C [26-0034](#) Approval of a Resolution Approving a Lease Agreement Between the City of Olympia and Vantage Financial, LLC for Mobile Computer Terminals and Protection Warranty  
**Attachments:** [Resolution Agreement](#)  
[Counsel Opinion](#)
- 4.D [26-0038](#) Approval of a Resolution Authorizing Application for the Recreation and Conservation Office Brian Abbott Fish Barrer Removal Board Grant for the Ellis Creek Fish Passage Design Project  
**Attachments:** [Resolution](#)  
[Resolution Recreation And Conservation Office](#)  
[Sample Agreement](#)

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

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

### 5. PUBLIC HEARING - None

### 6. OTHER BUSINESS

- 6.A [26-0015](#) Approval of an Ordinance Amending Olympia Municipal Code Related to Development Code Updates to Support Urban Agriculture  
**Attachments:** [Ordinance](#)  
[Planning Commission Letter](#)  
[Olympia Farmland Workgroup Policy Recommendations](#)  
[Urban Farm Park 2024 Feasibility Study Report](#)

### 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

- 8.A [26-0041](#) Consider a Referral Regarding Introduction of a Diverse Family Structure Nondiscrimination Ordinance

**Attachments:** [Referral](#)  
[Model Legislation](#)  
[Legislation Fact Sheet](#)  
[LGBTQIA2S+ Resolution](#)  
[Olympia Experiences of Discrimination Report](#)

## 9. CITY MANAGER'S REPORT AND REFERRALS

## 10. ADJOURNMENT

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



## City Council

### Special Recognition - Proclamation Recognizing Dr. Martin Luther King Jr. Day

**Agenda Date:** 1/13/2026  
**Agenda Item Number:** 2.A  
**File Number:**26-0018

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

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**Title**

Special Recognition - Proclamation Recognizing Dr. Martin Luther King Jr. Day

**Recommended Action**

**Committee Recommendation:**

Not referred to a committee.

**City Manager Recommendation:**

Proclaim January 19, 2026, Dr. Martin Luther King Jr. Day in the City of Olympia.

**Report**

**Issue:**

Whether to proclaim January 19, 2026, Dr. Martin Luther King Jr. Day in the City of Olympia.

**Staff Contact:**

Dawn Carvalho, Executive Services Assistant, 360.753.8065

**Presenter(s):**

Reverend David L. Reaves, Senior Pastor, New Life Baptist Church  
Dr. Thelma Jackson, Community Engagement Ministry, New Life Baptist Church  
Stephanie Cholmondeley, Community Design Advocate for Rebecca Howard Park

**Background and Analysis:**

Dr. Martin Luther King Jr. Day is a federally recognized holiday commemorating the life of Dr. Martin Luther King Jr. and his efforts to advance equality, social justice, and opportunity for all as a part of the 1960s Civil Rights Movement.

**Climate Analysis:**

This is not expected to impact carbon emissions.

**Equity Analysis:**

Systemic racism and historical inequities continue to disproportionately impact Black, Indigenous, and other People of Color (BIPOC), particularly in areas such as housing, education, public safety, health outcomes, and civic participation. Recognizing Martin Luther King Jr. Day provides an

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

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opportunity to honor the contributions of Black leaders and communities and reaffirm the City's commitment to dismantling structural barriers.

**Financial Impact:**

No financial impact.

**Attachments:**

Proclamation

## **PROCLAMATION – MARTIN LUTHER KING JR. DAY**

WHEREAS, the Reverend Dr. Martin Luther King, Jr. dedicated his life to the non-violent crusade for human rights for all people and advanced the values of equality, justice and opportunity for all; and

WHEREAS, Dr. King’s words and vision resonate today as they did in his lifetime, and it is incumbent upon us all to carry forward his principles of peace, equality, and service; and

WHEREAS, as the forces of hate and oppression rise up in the world, Dr. King reminds us that “the moral arc of the universe is long, but it bends towards justice”; and

WHEREAS, in his struggle for human rights Dr. King was committed to economic justice as well as social justice, and in his 1964 Nobel Peace Prize address, Dr. King called out poverty as an “evil which plagues the modern world...”; and

WHEREAS, Dr. King encouraged us to act with compassion, saying, “As you press on for justice, be sure to move with dignity and discipline, using only the weapon of love”; and

WHEREAS, the Federal government recognized Dr. Martin Luther King, Jr. Day as a national holiday in law on November 2, 1983; and

NOW, THEREFORE, BE IT RESOLVED that the Olympia City Council hereby proclaims Monday, January 19, 2026, as

**DR. MARTIN LUTHER KING, JR. DAY**

in Olympia and urges the community to pay tribute to the life and works of Dr. King through participation in acts of service to the community on this day and throughout the year.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 13th DAY OF JANUARY, 2026.

OLYMPIA CITY COUNCIL

Dontae Payne  
Mayor



## City Council

### Special Recognition - Proclamation Recognizing National Day of Racial Healing

**Agenda Date:** 1/13/2026  
**Agenda Item Number:** 2.B  
**File Number:**26-0007

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

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#### **Title**

Special Recognition - Proclamation Recognizing National Day of Racial Healing

#### **Recommended Action**

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

Not referred to a committee.

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

Proclaim January 20, 2026 as National Day of Racial Healing.

#### **Report**

##### **Issue:**

Whether to proclaim January 20, 2026 as National Day of Racial Healing.

##### **Staff Contacts:**

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

Keli Drake, Diversity, Equity, and Inclusion Coordinator, Human Resources Department,  
360.753.8478

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

Kyeshia Likely, Executive Director of Community Engagement, South Sound YMCA  
Larry Jefferson, President, NAACP of Thurston County  
Victoria Harmon, Regional Manager, Timberland Regional Library

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

The National Day of Racial Healing is an annual observance held the day after Dr. Martin Luther King Jr. Day. It brings people together to acknowledge our common humanity and inspire collective action to create a more just and equitable world. The City of Olympia began observing the day in 2023 in recognition of how racial healing restores individuals and communities to wholeness, repairs damage caused by racism and transforms societal structures into ones that affirm the inherent value of all people.

This year the City was awarded a grant from the National Recreation and Parks Association (NRPA) and W.K. Kellogg Foundation to host National Day of Racial Healing activities. The City invited community members to submit artwork for an art exhibit that explores the question, "What does racial healing look like?" It will be displayed at Olympia City Hall and The Olympia Center from January 15 through February 28, 2026. The City will also host a Community Conversation on Racial Healing January 17, 2026 at The Olympia Center. Partners include the South Sound YMCA and Olympia Timberland Library.

**Climate Analysis:**

This is not expected to impact carbon emissions.

**Equity Analysis:**

This recognition supports understanding and healing the pain that racial based oppression causes.

**Financial Impact:**

The City was awarded a grant of \$4,000 from the National Recreation and Parks Association (NRPA) and W.K. Kellogg Foundation to host National Day of Racial Healing activities.

**Attachments:**

Proclamation

National Day of Racial Healing Website

## PROCLAMATION

*WHEREAS, the City of Olympia affirms that all people, regardless of their racial, ethnic, or religious identity, skin color, or physical traits - deserve equitable opportunity to thrive and participate fully in our democracy, and;*

*WHEREAS, the City of Olympia recognizes that achieving racial equity requires acknowledging and addressing the historic and present-day harms of racism, and supporting efforts that build connection, trust, and belonging across our diverse community; and*

*WHEREAS, the National Day of Racial Healing, launched by the W.K. Kellogg Foundation, invites communities across the nation to engage in truth-telling, relationship-building, and collective action in support of the Truth, Racial Healing & Transformation (TRHT) framework; and*

*WHEREAS, racial healing is a foundational step toward transforming systems that perpetuate inequity and toward creating a future in which all people—especially children—can grow, learn, and flourish in environments that honor their safety, dignity, and humanity; and*

*WHEREAS, healing requires intentional effort from individuals, communities, and institutions, each of whom have the ability to make meaningful change that contributes to a more just and equitable society; and*

*WHEREAS, the City of Olympia understands that bridging divides, challenging false narratives about race, and fostering authentic relationships are essential to building a thriving community where everyone feels a sense of belonging; and*

*WHEREAS, the National Day of Racial Healing provides an opportunity for communities to gather, reflect, and engage in shared learning and dialogue that support progress toward racial equity and collective wellbeing; and*

*WHEREAS, the City of Olympia is pleased to partner with the South Sound YMCA and Olympia Timberland Library to host two community activities in honor of the National Day of Racial Healing including a community art exhibit highlighting local expressions of healing and racial equity, and a community gathering for the purpose of fostering connections and deepening our collective understanding of racial healing through storytelling, presentations, and conversations; and*

***NOW, THEREFORE, BE IT RESOLVED that the City of Olympia, joining communities across the United States of America, proclaims Tuesday, January 20, 2026 as***

***THE NATIONAL DAY OF RACIAL HEALING***

***in the City of Olympia, and encourages all residents to participate in activities that promote truth, racial healing, and transformation—both individually and collectively—as we work together to ensure that every child, family and community member thrives and feels a sense of belonging now and in the generations that follow.***

***SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 13<sup>th</sup> DAY OF JANUARY 2026.***

***OLYMPIA CITY COUNCIL***

***Dontae Payne  
Mayor***



## City Council

# Special Recognition - Proclamation Recognizing Immigrant and Refugee Advocacy Day

**Agenda Date:** 1/13/2026  
**Agenda Item Number:** 2.C  
**File Number:**26-0039

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**Type:** recognition **Version:** 3 **Status:** Recognition

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### Title

Special Recognition - Proclamation Recognizing Immigrant and Refugee Advocacy Day

### Recommended Action

#### Committee Recommendation:

Not referred to a committee.

#### City Manager Recommendation:

Recognize January 22, 2026, as Immigrant and Refugee Advocacy Day.

### Report

#### Issue:

Whether to recognize January 22, 2026 as Immigrant and Refugee Advocacy Day.

#### Staff Contact:

Melissa McKee, Assistant to City Council, 360.753.8443

#### Presenter(s):

Representative from Washington Immigrant Solidarity Network

### Background and Analysis:

Immigrant and Refugee Advocacy Day is hosted by the Washington Immigrant Solidarity Network (WAISN), a multi-lingual, multicultural coalition and network of more than 400 immigrant leaders, allies, and immigrant serving organizations, that supports and builds power for immigrants and refugees across Washington State through direct services, education, organizing, policy advocacy, and funding. They are a queer and trans immigrant-led nonprofit building a strong, connected, immigrant-led justice movement to dismantle oppressive systems and ensure a life of abundance for all immigrants.

This day brings hundreds of organizations and individuals to Olympia to advocate for pro-immigrant policies to support all Washington residents.

### Climate Analysis:

This is not expected to impact carbon emissions.

**Equity Analysis:**

Immigrant and refugee communities continue to face systemic barriers to accessing government resources and benefits, limiting opportunities for full participation and belonging. In a climate of heightened anti-immigrant and anti-refugee rhetoric and policy changes, it is important to affirm the City's commitment to fostering inclusion, strengthening community networks, and amplifying the voices of immigrants and refugees. Supporting community-led organizing and allyship reflects and intersectional approach to equity and helps dismantle systems of oppression and helps create a community where every person can thrive and belong.

**Financial Impact:**

No financial impact.

**Attachments:**

Proclamation

**IMMIGRANT AND REFUGEE ADVOCACY DAY**

**PROCLAMATION**

*WHEREAS, the City of Olympia has prospered throughout its history from the extensive socioeconomic, political, and cultural contributions made by immigrants from every part of the globe; and*

*WHEREAS, the City of Olympia welcomes all who enter this country to escape social, religious, political or economic oppression, or those in pursuit of its founding promise of a brighter future; and*

*WHEREAS, the City of Olympia is dedicated to the values of inclusivity, diversity and hope; and*

*WHEREAS, the City of Olympia has committed to securing the freedom, rights and dignity of all people who reside here; and*

*WHEREAS, as a declared “Sanctuary City,” the City of Olympia continues to demonstrate its abiding commitment to protecting all immigrants residing here; and*

*WHEREAS, the City of Olympia decries enforcement actions by federal immigration authorities that undermine community trust, separate families, and create an atmosphere of fear among immigrant and refugee community members; and*

*WHEREAS, the City of Olympia welcomes the advocates for immigrants and refugees from throughout Washington who will attend the legislative session to advocate for legislative measures that will protect immigrants and refugees during and after the pandemic; and*

*WHEREAS, Pro-immigrant measures are desperately needed to compensate for the weakening and removal of protections at the federal level; and*

*NOW, THEREFORE, BE IT RESOLVED, the Olympia City Council does hereby proclaim January 22, 2026 as*

**IMMIGRANT AND REFUGEE ADVOCACY DAY**

*in the city of Olympia and urge all residents to join immigrant advocates to petition our elected state representatives to enact legislation to provide state and local government protections to all immigrants and their families in the state of Washington*

*SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 13th DAY OF JANUARY 2026*

**OLYMPIA CITY COUNCIL**

*Dontae Payne  
Mayor*



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

## City Council

### Approval of January 6, 2026 Olympia City Council Meeting Minutes

**Agenda Date:** 1/13/2026  
**Agenda Item Number:** 4.A  
**File Number:**26-0040

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

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**Title**

Approval of January 6, 2026 Olympia City Council Meeting Minutes



# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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**Tuesday, January 6, 2026**                      **6:00 PM**                      **Council Chambers, Online and Via  
Phone**

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### Register to

Attend: [https://us02web.zoom.us/webinar/register/WN\\_2F7L1hDKQjizMY-sn7qtCg](https://us02web.zoom.us/webinar/register/WN_2F7L1hDKQjizMY-sn7qtCg)

## 1. ROLL CALL

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

### 1.A ANNOUNCEMENTS

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

### 1.B APPROVAL OF AGENDA

The agenda was approved.

## 2. SPECIAL RECOGNITION

### 2.A [26-0011](#) Special Recognition - Swearing-In Ceremony of Newly Elected City Councilmembers

Newly elected Councilmembers Clark Gilman, Kelly Green, Robert Vanderpool and Paul Berendt were ceremonially sworn in as City Councilmembers. All newly elected Councilmembers were officially sworn in by Thurston County Auditor Mary Hall on November 25, 2025.

Councilmembers shared their thoughts and welcomed new Councilmember Berendt.

**The recognition was received.**

## 3. PUBLIC COMMENT

The following people spoke: Peter Cook, Grace Fletcher, John Ficker, and Peter Gutchen.

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

- 4.A [26-0021](#) Approval of December 16, 2025 Olympia City Council Meeting Minutes

**The minutes were adopted.**

- 4.B [26-0019](#) Approval of Recommended Updates to the City Council Guidebook

**The decision was adopted.**

- 4.C [25-1031](#) Approval of a Resolution Authorizing the Renewal and Extension of a Lease Agreement with Great India Cuisine, Inc. for of City Owned Property Located at 116 4th Avenue West

**The resolution was adopted.**

- 4.D [26-0003](#) Approval of a Resolution Authorizing an Agreement with Thurston County for Paramedic Services

**The decision was adopted.**

**Approval of the Consent Agenda**

**Councilmember Madrone moved, seconded by Councilmember Berendt, 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

**4. SECOND READINGS (Ordinances)****4. FIRST READINGS (Ordinances) - None****PULLED FOR SEPARATE ACTION**

- 4.E [25-1052](#) Approval of an Ordinance Amending Olympia Municipal Code 5.82 to Address Tenant Screening Practices

**Councilmember Madrone moved, seconded by Councilmember Gilman, to approve on second reading, an ordinance amending Olympia Municipal Code 5.82 addressing tenant screening practices. The motion carried by the following vote:**

**Aye:** 5 - Mayor Payne, Mayor Pro Tem Huỳnh, Councilmember Madrone, Councilmember Vanderpool and Councilmember Gilman

**Nay:** 2 - Councilmember Green and Councilmember Berendt

**5. PUBLIC HEARING - None**

**6. OTHER BUSINESS**

**6.A** [26-0022](#) Approval of the 2026 City Council Retreat Agenda

City Manager Burney reviewed the draft City Council retreat agenda.

Councilmembers asked clarifying questions.

**Mayor Pro Tem Huỳnh moved, seconded by Councilmember Madrone, to approve the 2026 City Council Retreat agenda. 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

**6.B** [26-0031](#) Elect a City Councilmember to Serve as Mayor Pro Tem

Mayor Payne described the role of Mayor Pro Tem.

**Councilmember Green moved, seconded by Councilmember Madrone, to open nominations for the position of Mayor Pro Tem. 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

Mayor Payne opened nominations for the position of Mayor Pro Tem at 7:32 p.m. Councilmember Madrone nominated current Mayor Pro Tem Yen Hyunh. With no further nominations, Mayor Payne closed the nominations at 7:34 p.m.

Mayor Pro Tem shared her thoughts and acceptance of continuing in the role.

**Councilmember Madrone moved, seconded by Councilmember Berendt, to appointment Yen Huynh as Mayor Pro Tem. 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

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

Councilmembers reported on meetings and events attended.

**8.A [25-1045](#) Consider a Referral Regarding Speed Enforcement Cameras**

Councilmember Kelly Green shared an overview of a Referral regarding designing and implementing an effective speed safety camera program to the 2026 Community Livability work plan.

Councilmembers asked clarifying questions.

**Councilmember Green moved, seconded by Councilmember Gilman, to add the topic of Speed Enforcement Cameras to the 2026 Community Livability and Public Safety Committee Work Plan. 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

**8.B [26-0020](#) Consider a Referral Regarding an Olympia Food System Plan**

Councilmember Madrone shared an overview of a request for the City Council to engage in a Study Session to review available research and discuss the feasibility and potential scope of developing a comprehensive food system plan for Olympia.

Councilmembers asked clarifying questions.

**Councilmember Madrone moved, seconded by Mayor Payne, to refer the topic of developing of a local food system plan to staff and be added to the City Council 2026 Work Plan. 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

**9. CITY MANAGER'S REPORT AND REFERRALS**

City Manager Burney reported there is a week and a half left that Oly on Ice is open.

**10. ADJOURNMENT**

The meeting adjourned at 8:21 p.m.



## City Council

# Approval of the 2026 City of Olympia State Legislative Agenda

**Agenda Date:** 1/13/2026  
**Agenda Item Number:** 4.B  
**File Number:**26-0045

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

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### Title

Approval of the 2026 City of Olympia State Legislative Agenda

### Recommended Action

#### Committee Recommendation:

Not referred to a committee.

#### City Manager Recommendation:

Move to approve the 2026 City of Olympia State Legislative agenda.

### Report

#### Issue:

Whether to approve the 2026 City of Olympia State Legislative agenda.

#### Staff Contact:

Susan Grisham, Legislative Liaison, 360.753.8441

#### Presenter(s):

None - Consent Calendar Item.

### Background and Analysis:

At the November 13, 2025, City Council meeting, Councilmembers were presented with a preliminary list of priorities for the City of Olympia's 2026 State Legislative Agenda. Based on Council discussion and feedback, staff developed a draft legislative agenda.

On January 8, 2025, the City Council met with the 22nd Legislative Delegation to discuss preliminary legislative priorities. Following that discussion, the draft agenda was updated and is now ready to be brought forward for City Council consideration and approval.

Key areas of focus include continued advocacy for:

- Housing, Homelessness & Infrastructure: Protect and expand flexible operational funding for transitional housing and homelessness response programs while reducing barriers to successful transitions into permanent housing.

- Deschutes Estuary Project: Support \$7.2 million in state funding to complete 100 percent design of the Deschutes Estuary Project by the end of fiscal year 2027.
- Revenue: Preserve critical state funding programs for cities and expand local revenue authority, including increasing the 1 percent cap on annual property tax growth.
- Policy Extensions: Extend the Annexation Sales Tax Diversion Program beyond its 2028 expiration to support continued annexation efforts.

The agenda also includes a secondary list of advocacy items that outlines a broader and more comprehensive set of policy priorities and initiatives the City of Olympia supports and will actively advocate for in coordination with local, regional and State partners.

**Climate Analysis:**

This item does not directly affect climate; however the City actively advocates to address climate issues.

**Equity Analysis:**

This item does not directly affect equity; however the City actively advocates to address equity issues.

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

There are no specific community concerns regarding this item, however many of the items support the needs and interests of Olympia community members.

**Financial Impact:**

\$52,0000 is allocated for State lobbying services in the general fund budget.

**Options:**

1. Approve the City of Olympia 2026 Draft Legislative Agenda.
2. Approve the City of Olympia 2026 Draft Legislative Agenda with amendments.
3. Take other action.

**Attachments:**

Draft 2026 City of Olympia Legislative Agenda



*As the Capital City, Olympia envisions a diverse and inclusive community, providing equitable access to housing, mobility, food, services, education, and meaningful work. Olympia believes it is critical to restore, protect, and enhance the exceptional natural environment that surrounds us and create a walkable, accessible, vibrant city through the following legislative priorities.*

## 1. Housing, Homelessness & Infrastructure

Expanding attainable housing and strengthening homelessness response and support services remain major priorities and require sustained operational and capital investment to address long-term challenges.

- Protect operational funding for transitional housing projects (such as tiny homes and Maple Court).
- Identify alternatives to current eviction processes, recognizing that individuals exiting certain housing (such as tiny homes and Maple Court) can often face barriers to securing new housing.
- Remove the 33% cap on the portion of the Home Fund that can be used for operation costs, allowing greater flexibility beyond capital expenditures.

## 2. Deschutes Estuary Project

Olympia supports the Governor’s Office and the Department of Ecology budget request of \$7.2M in new funding to complete the 100% design of the Deschutes Estuary project by the end of the 2027 fiscal year.

## 3. Revenue

Olympia continues to face structural revenue shortfalls driven by rising costs and insufficient revenue growth. The City is asking the legislature to protect existing funding resources and preserve local fiscal tools.

- Protect current state funding for cities, including:
  - Encampment Resolution Program
  - Public Works Board
  - The Washington State Housing Trust Fund
  - Model Toxics Control Act (MTCA)
  - Climate Commitment Act (CCA)
  - Community Economic Revitalization Board (CERB)
  - Community Housing Improvement Program (CHIP)
  - Main Streets Program
- Provide cities greater councilmanic authority on revenues:
  - Raise the 1% cap on annual property tax growth.

## Policy Extensions

- Extend the Annexation Sales Tax Diversion Program beyond its 2028 expiration.
- Extend the authority to form a second Public Facilities District.

<b>Olympia City Council</b>	<b>Lobbyists</b>	<b>Administration</b>
Dontae Payne, Mayor	Kyla Shkerich Blair	Jay Burney, City Manager
Yến Huỳnh, Mayor Pro Tem	425.891.5519   kyla@thecapitolpath.com	360.753.8740   jburney@ci.olympia.wa.us
Paul Berendt		
Clark Gilman	Daniel Pailthorp	Debbie Sullivan, Asst. City Manager
Kelly Green	360.351.9376   daniel@thecapitolpath.com	360.753.8499   dsulliva@ci.olympia.wa.us
Dani Madrone		
Robert Vanderpool	<b>City Legislative Liaison</b>	Stacey Ray, Asst. City Manager
	Susan Grisham	360.753.8046   sray@ci.olympia.wa.us
	360.753.8441   sgrisham@ci.olympia.wa.us	

## **Secondary Legislative Agenda**

This secondary legislative agenda outlines a broader and more comprehensive set of policy priorities and initiatives the City of Olympia supports and will actively advocate for in coordination with local, regional and state partners.

### **Fire Department Coverage of State Facilities (RCW 35.21.779)**

- Current law requires the State to enter into a compulsory fire protection contract when the assessed value of state facilities in a city equals or exceeds 10% or more of the municipality’s total assessed value.
- Due to Olympia’s continued growth, the value of state facilities is approaching the 10% threshold.
- The statute should be amended to maintain the mandatory fire coverage contract, preventing costly negotiations and ensuring uninterrupted fire and emergency services for state facilities.

### **Climate**

Protect and expand Climate Commitment Act (CCA) funding to support critical climate projects and advance new and enhanced CCA programs that accelerate climate goals in coordination with regional partners and coalitions.

### **Housing**

Allow Accessory Dwelling Units (ADUs) in neighborhoods where they are currently prohibited by Homeowner Associations (HOAs), including retroactive applicability.

- Increase Encampment Resolution Program (ERP) funding to maintain operations at existing ERP facilities and support ongoing encampment outreach efforts.
- Maintain funding of Thurston County Projects previously allocated during the 2025 legislative session.
  - *Maple Court Permanent Supportive Housing Conversion (FY2026)* - \$4 million
  - *Boulevard Rd Habitat for Humanity Project (FY2024)* - \$4 million

### **Revenue**

- Allow cities to pursue more progressive local revenue options, including local income tax authority.

### **Transportation**

- Capitol Way/Blvd Corridor Improvements: Extends the Capitol Campus frontage to Tumwater reconfiguring lanes to add bike lanes, pedestrian enhancement and bus stop improvements. Preliminary project cost estimate is \$14 million.
- Sidewalk Infrastructure Improvements: Provide dedicated funding for sidewalk infrastructure improvements.
- Mottman Road Pedestrian and Street Improvements (CNWA027: Enhances multimodal transportation options and was delayed beyond the 2027- 2029 biennium.
- US 101 Interchange West Olympia Access (L4000009): Improves access to West Olympia which is a regional hub for medical facilities and economic activity. Funding for design and right-of-way was delayed beyond the 2027-2029 biennium.
- Commuter rail adjacent to I5: Rebuild the Nisqually Bridge with rail capacity.

### **City Insurance and Liability Reform**

- Reform Joint and Several Liability (RCW 4.22.070): Update state law so municipalities are responsible only for their proportionate share of fault, preventing taxpayers from bearing liability for damages primarily caused by others.
- Eliminate “Phantom Damages”: Require courts and juries to consider only actual medical costs paid or owed, rather than inflated billed amounts.
- Curb “Nuclear Verdicts” Through Jury Anchoring Reform: Limit the use of unsupported damage anchors in jury trials to prevent speculative non-economic awards that drive excessive verdicts and destabilize public budgets.

### **Public Safety**

- Copper Wire Theft: Address copper wire theft by strengthening oversight and accountability for recyclers that accept and purchase stolen materials.

### **Regional Priorities**

- Regional Meat Processing Infrastructure (Phase 2) - Capital Budget: \$500,000
- Restoring Habitat Conservation Plan Resources - Capital Budget: \$2,000,000
- SPSCC Health Education Center: Modified Pre-Design work - Capital Budget: \$750,000
- Thurston County Regional Justice Center - Capital Budget: \$3,000,000
- Increasing Regional Basic Law Enforcement Academies - Operating Budget: \$1,000,000



## City Council

### Approval of a Resolution Approving a Lease Agreement Between the City of Olympia and Vantage Financial, LLC for Mobile Computer Terminals and Protection Warranty

**Agenda Date:** 1/13/2026  
**Agenda Item Number:** 4.C  
**File Number:**26-0034

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

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#### Title

Approval of a Resolution Authorizing a Lease Agreement Between the City of Olympia and Vantage Financial, LLC for Mobile Computer Terminals and Protection Warranty

#### Recommended Action

##### Committee Recommendation:

Not referred to a committee

##### City Manager Recommendation:

Move to approve a Resolution a Lease Agreement with Vantage Financial, LLC for Mobile Computer Terminals (MCTs) and Protection Warranty.

#### Report

##### Issue:

Whether to approve a resolution authorizing a Lease Agreement with Vantage Financial, LLC for Mobile Computer Terminals (MCTs) and Protection Warranty.

##### Staff Contact:

Shelby Parker, Interim Police Chief, Olympia Police Department. 360.753.8147

##### Presenter(s):

None - Consent Calendar Item

#### Background and Analysis:

The Olympia Police Department currently has a three-year lease agreement for 63 of its MCTs and owns another 42 MCTs. The lease for 63 devices will expire in March 2026, and the 42 owned devices are due for lifecycle replacement.

The Department has been able to negotiate a five-year Lease Agreement and Protection Warranty that will replace all 105 MCTs. By doing this, the Department will streamline the lifecycle process, with replacements every five years instead of every year and a half, which improves efficiency and

provides budget surety for the life of the lease.

**Climate Analysis:**

No additional impact anticipated.

**Equity Analysis:**

Police Mobile Computer Terminals (MCTs) are essential tools that provide officers with real-time access to data, dispatch information, and reporting systems. Without reliable access to functioning MCTs, officers may experience operational limitations that can delay responses, reduce effectiveness, and create inconsistencies in service delivery. Ensuring that MCTs are available and operational supports equitable, timely, and consistent policing services for all members of the community.

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

The community has a strong interest in enhanced public safety, transparent policing practices, and responsible use of public funds. By streamlining the equipment lifecycle process, the Department can more effectively deploy tools that support officer efficiency and accountability while strengthening public trust. This approach also reduces the need for overlapping or redundant equipment lifecycles, resulting in cost savings, improved coordination, and reduced administrative burden.

**Financial Impact:**

By executing a five-year lease for Mobile Computer Terminals, the Department locks in current pricing, shields against inflation, and ensures continuity in equipment lifecycle management and support services. The Department has funds available in its existing budget to cover this expense. As a result, budget enhancements will not be required at this time.

**Options:**

1. Move to approve a Resolution a Lease Agreement with Vantage Financial, LLC for Mobile Computer Terminals (MCTs) and Protection Warranty.
2. Do not approve the Resolution and request language modifications to the agreement. This will require additional staff time to reconstruct and/or renegotiate the terms of the agreement. Prices will increase.
3. Do not approve the Resolution. Existing equipment will become obsolete and incompatible as operating systems evolve, rendering them unreliable and, at some point, useless.

**Attachments:**

Resolution  
Agreement  
Counsel Opinion

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF OLYMPIA AND VANTAGE FINANCIAL, LLC FOR MOBILE COMPUTER TERMINALS AND PROTECTION WARRANTY**

**WHEREAS**, The City of Olympia currently holds a three-year lease agreement with TEQLease, Inc. for the lease of Mobile Computer Terminals and Protection Warranty, with the lease term ending on March 31, 2026; and

**WHEREAS**, The City of Olympia is interested in executing a five-year lease agreement and protection warranty with Vantage Financial, LLC to replace 105 Mobile Computer Terminals; and

**WHEREAS**, The Olympia Police Department locks in current pricing, shields against inflation, and ensures continuity in equipment lifecycle management and support services; and

**WHEREAS**, The contractual and working relationship between the Olympia Police Department and the Vantage Financial, LLC is positive and benefits the public;

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

1. The Olympia City Council hereby approves the form of Lease Agreement and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Lease Agreement, and the Olympia Police Department may sign any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement as well as the City's established contract policy, 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:

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



**Thank you for your business! I have attached the documents or other items required to process your transaction with us.**

- Lease Agreement** – sign last page (please include Federal Tax ID Number or provide W-9)
- Opinion of Counsel** – forward to your legal counsel to copy/paste onto their letterhead – send completed document to us
- Certificate of Incumbency**
  - \* Any document signer(s) for the documentation should add his/her name, title and signature to the document directly under the first paragraph.
  - \* The witness to the Incumbency should write his/her name and title in the top paragraph where indicated. Additionally, the witness will need to date and sign at the bottom of the document.
- Lease Schedule** – sign page
- Insurance** – forward request to your insurance carrier to provide proof of property/liability coverage naming Vantage Financial, LLC as loss payee/additional insured

**Please complete the following checklist and return with documents.**

- Sales Tax Exemption:**     No     Yes (if yes, please see below)
  - Is your company considered sales tax exempt? If so, please provide a copy of the tax exemption certificate.
  - Does your company have any special tax exemption certificates at a state or local level (i.e. manufacturer’s tax, sales or property)? If so, please provide a copy of the certificate or other information required. Please specify if it is for sales tax, property tax or both.
- Email address for Invoices:** \_\_\_\_\_

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**IF YOU WOULD LIKE AUTOMATED CLEARING HOUSE (ACH) FOR ALL FUTURE AMOUNTS DUE, PLEASE FILL OUT THE FOLLOWING:**

**I acknowledge that I am an authorized signer of the bank checking account below and authorize Vantage Financial, LLC, or its assignee, to take all amounts, including applicable tax, currently due under Agreement No. OLY011426 with us via ACH.**

Company: \_\_\_\_\_

Routing #: \_\_\_\_\_

Account #: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank City/State: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**This document will be executed by electronic or original signature and such a copy shall be treated as an original for all purposes.**

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**Should any of the information on the enclosed documents be incorrect, please notify your Sales Executive or your Documentation Administrator immediately to make the appropriate corrections. Thank you!**

**Sales Executive** | Greg Cousins | (203) 453-3922 | gcousins@vantagefncl.com  
**Document Administrator** | Bev Lundgren | (952) 923-2469 | blundgren@vantagefncl.com



## **IMPORTANT INFORMATION ABOUT OPENING AN ACCOUNT**

*On September 11, 2001, our lives changed forever. In an effort to protect you and our country, the **USA PATRIOT ACT** was signed into law. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.*

*When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may ask to see your driver's license or other identifying documents.*

***We proudly support all efforts to protect and maintain the security of our customers and our country.***

## Lease Agreement Number OLY011426 Lease Agreement

This Lease Agreement, effective on the date of the last authorizing signature affixed hereto, is by and between **VANTAGE FINANCIAL, LLC** (the "Lessor") with an office located at 14525 Highway 7, Suite 245, Minnetonka, Minnesota 55345 and **CITY OF OLYMPIA** (the "Lessee") with an office located at 601 4th Avenue East, Olympia, Washington 98501.

**Lessor hereby leases or grants to the Lessee the right to use, and Lessee hereby rents and accepts the right to use, the tangible property and the equipment whether or not listed by serial number, and software and related services, on the Lease Schedule(s) attached hereto or incorporated herein by reference from time to time (collectively, the equipment, software and all related services are the "Equipment"), subject to the terms and conditions hereof, as supplemented with respect to each item of Equipment by the terms and conditions set forth in the appropriate Lease Schedule. The term "Lease Agreement" shall include this Lease Agreement and the various Lease Schedule(s) identifying each item of Equipment or the appropriate Lease Schedule(s) identifying one or more particular items of Equipment.**

### 1. Term

This Lease Agreement is effective from the date it is executed by both parties. The term of this Lease Agreement, as to all Equipment designated on any particular Lease Schedule, shall commence on the Installation Date for all Equipment on such Lease Schedule and shall continue for an initial period ending that number of months from the Commencement Date as set forth in such Lease Schedule (the "Initial Term") and shall continue from year to year thereafter at the Monthly Charges last in effect, until terminated (a "Renewal Term"). The term of this Lease Agreement as to all Equipment designated on any particular Lease Schedule may be terminated without cause at the end of the Initial Term or the end of any Renewal Term thereafter by either party mailing written notice of its termination to the other party not less than one-hundred twenty (120) days prior to such termination date. All such terminations are effective only with respect to not less than all Equipment under the applicable Lease Schedule. Notice of termination by Lessee may not be revoked without Lessor's written consent.

### 2. Credit Review

For each Lease Schedule, Lessee agrees that Lessor may conduct a credit investigation and review. In such event, Lessee shall provide, in a timely manner, such financial information as Lessor may request. Lessee represents and warrants that all such financial information accurately and completely presents Lessee's financial condition as of the date of execution of each Lease Schedule. Lessee shall upon request provide to Lessor a complete set of Lessee's financial statements, including a statement of cash flows, balance sheet and income statement, and any other financial information the Lessor may request. If during the Installation Period the Lessee's financial condition changes in any material respect (as determined by the Lessor in its sole discretion), then Lessor shall be entitled to stop purchasing equipment to be leased to Lessee and commence the applicable Lease Schedule(s).

### 3. Licensed Software

Any software listed in a Lease Schedule will be subject to Lessee's separate software license agreement with the owner or distributor ("Licensor") except as such agreement may conflict with the terms and conditions of the Lease Schedule. Lessee shall comply with all non-conflicting terms and look solely to the Licensor for satisfaction of all claims and warranties relating to the software. Lessee's obligations under a Lease Schedule will not be affected by any termination of a software license agreement or any defect in or loss of the software. Lessee is responsible for arranging delivery and installation of the software.

### 4. Commencement Date

The Installation Date for each item of Equipment shall be the day said item of Equipment is installed at the Location of Installation, ready for use, and accepted in writing by the Lessee. The Commencement Date for any Lease Schedule is the first day of the month following installation of all the Equipment of the Lease Schedule, unless the latest Installation Date for any Equipment on the Lease Schedule falls on the first day of the

month, in which case that is the Commencement Date. The Lessee shall complete, execute and deliver to Lessor a Certificate of Acceptance listing the specific items of Equipment to be leased upon installation of the Equipment.

### 5. Lease Charge

The lease charges for the Equipment leased pursuant to this Lease Agreement shall be the aggregate "Monthly Lease Charge(s)" as set forth on each and every Lease Schedule executed pursuant hereto (the aggregate "Monthly Lease Charge(s)" are the "Lease Charges"). Lessee agrees to pay to Lessor the Lease Charges in accordance with the Lease Schedule(s), and the payments shall be made at Lessor's address indicated thereon. The Lease Charges shall be paid by Lessee monthly in advance with the first full month's payment due on the Commencement Date. The Lease Charge for the period from the Installation Date to the Commencement Date (the "Installation Period") shall be an amount equal to the "Monthly Lease Charge" divided by thirty (30) and multiplied by the number of days from and including the Installation Date to the Commencement Date, and such amount shall be due and payable upon receipt of an invoice from Lessor. Charges for taxes made in accordance with Section 6 below, and all other charges made under any other provision of this Lease Agreement and payable by Lessee, shall be paid to Lessor at Lessor's address specified on the Lease Schedule(s) on the date specified in invoices delivered to Lessee. If payment as specified above is not received by Lessor on the due date, Lessee agrees to and shall, to the fullest extent permitted by law, pay on demand, as a late charge, an amount equal to five percent (5%), or the maximum percentage allowed by law if less, of the amount past due ("Late Charges"). The parties agree that Late Charges will accrue until billed by Lessor. Late Charges shall be charged and added to any past due amount(s) on the date such payment is due and every thirty (30) days thereafter until all past due amounts are paid in full to Lessor.

### 6. Taxes

In addition to the Lease Charges and Late Charges (if any) set forth in Section 5 above, Lessee shall reimburse Lessor for taxes related to the Lessee's use or leasing of the equipment under this Agreement now or hereafter imposed by any government, agency, province or otherwise upon the Equipment, the Lease Charges upon the leasing, of the Equipment, whether the same be assessed to Lessor or Lessee (the "Taxes"). Lessee's obligation to remit taxes and other non-rent related charges shall be due and payable upon invoice from Lessor in accordance with the terms of such invoice. Lessor shall file all property tax returns and pay all Taxes when due. Lessee, upon written notice to Lessor, may, in Lessee's own name, contest or protest any Taxes, and Lessor shall honor any such notice except when in Lessor's sole opinion such contest is futile or will cause a levy or lien to arise on the Equipment or cloud Lessor's title thereto. In addition, Lessee shall be responsible to Lessor for the payment and discharge of any penalties or interest as a result of Lessee's actions or inactions. Nothing herein shall be construed to require Lessee to be

responsible for any federal or state taxes or payments in lieu thereof, imposed upon or measured by the net income of Lessor, or state franchise taxes of Lessor, or except as provided hereinabove, any penalties or interest resulting from Lessor's failure to timely remit such tax payments.

#### 7. **Delivery and Freight Costs**

All transportation charges upon the Equipment for delivery to Lessee's designated Location of Installation shall be paid by Lessee. All rigging, drayage charges, structural alterations, rental of heavy equipment and/or other expense necessary to place the Equipment at the Location of Installation are to be promptly paid by Lessee. Lessee shall accept delivery of the Equipment and allow the Equipment to be installed within five (5) days after delivery.

#### 8. **Installation**

Lessee agrees to pay for the actual installation of the Equipment at the Location of Installation or any other location authorized under this Agreement. Lessee shall make available and agrees to pay for all costs associated with providing a suitable place of installation and necessary electrical power, outlets and air conditioning required for operating the Equipment as defined in the Equipment manufacturer's installation manual or instructions, or as otherwise required by the Equipment manufacturer. All supplies consumed or required by the Equipment shall be furnished and paid for by Lessee.

#### 9. **Return to Lessor**

On the day following the last day of the lease term associated with a Lease Schedule (the "Return Date"), Lessee shall cause and pay for the Equipment listed on that Lease Schedule to be deinstalled, packed using the manufacturer's standard packing materials and shipped to a location designated in writing by Lessor (the "Return Location"). If the Equipment listed on the applicable Lease Schedule is not at the Return Location within ten (10) days of the Return Date, or Lessee fails to deinstall and ship the Equipment on the Return Date, then any written notice of termination delivered by Lessee shall become void, and the Lease Schedule shall continue in accordance with this Lease Agreement. In no event may Lessee avoid the effect of the preceding sentence by returning less than all of the Equipment listed on the applicable Lease Schedule or by returning substituted Equipment unless Lessor, in its sole discretion, shall expressly agree in writing. Irrespective of any other provision hereof, Lessee will bear the risk of damage from fire, the elements or otherwise until delivery of the Equipment to the Return Location. At such time as the Equipment is delivered to the Lessor at the Return Location, the Equipment will be at the risk of the Lessor.

#### 10. **Maintenance**

Lessee, at its sole expense, shall maintain the Equipment in good repair, working order and condition. Lessee shall enter into, pay for and maintain in force during the entire term of any Lease Schedule, a maintenance agreement with the manufacturer of the Equipment providing for continuous uninterrupted maintenance of the Equipment (the "Maintenance Agreement"). Upon Lessor's request, Lessee shall provide a copy of each such Maintenance Agreement to Lessor. Lessee will cause the manufacturer to keep the Equipment in good working order in accordance with the provisions of the Maintenance Agreement and make all necessary adjustments and repairs to the Equipment. The manufacturer is hereby authorized to accept the directions of Lessee with respect thereto. Lessee agrees to allow the manufacturer full and free access to the Equipment. All maintenance and service charges, whether under the Maintenance Agreement or otherwise, and all expenses, if any, of the manufacturer's customer engineers incurred in connection with maintenance and repair services, shall be promptly paid by Lessee. Lessee warrants that all of the Equipment shall be in good working order operating according to manufacturer's specification and eligible for the manufacturer's standard maintenance agreement upon delivery to and inspection and testing by the Lessor. If the Equipment is not free of physical defect or damage, operating according to manufacturer's specification, in good working order and/or eligible for the manufacturer's standard maintenance agreement, then Lessee agrees to reimburse Lessor for all costs, losses, expenses and fees associated with such equipment and the repair or replacement thereof. Upon the termination of any Lease Schedule or this Lease Agreement, Lessee warrants that the Equipment shall be eligible for the manufacturer's standard maintenance agreement. Lessee agrees to reimburse Lessor for any costs it incurs in making the Equipment eligible for such standard maintenance.

#### 11. **Location, Ownership and Use**

The Equipment shall, at all times, be the sole and exclusive property of Lessor. Lessee shall have no right or property interest therein, except for the right to use the Equipment in the normal operation of its business at the Location of Installation or as otherwise provided herein. The Equipment is and shall remain personal property of the Lessor even if installed in or attached to real property. Lessor shall be permitted to display notice of its ownership on the Equipment by means of a suitable stencil, label or plaque affixed thereto.

Lessee shall keep the Equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Lessee shall give Lessor immediate notice of any such attachment or other judicial process affecting any of the Equipment. Without Lessor's written permission, Lessee shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the Location of Installation, any item of Equipment. If any item of Equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the "New Equipment") without Lessor's prior written consent, then all of the New Equipment shall become Equipment owned by Lessor subject to this Lease Agreement and the applicable Lease Schedule.

Any feature(s) installed on the Equipment at the time of delivery which are not specified on the Lease Schedule(s) are and shall remain the sole property of the Lessor. Lessee shall cause the Equipment to be operated in accordance with the applicable vendor's or manufacturer's manual of instructions by competent and qualified personnel.

#### 12. **Financing Statement**

Lessor is hereby authorized by Lessee to cause this Lease Agreement or other instruments, including Uniform Commercial Code Financing Statements, to be filed or recorded for the purposes of showing Lessor's interest in the Equipment. Lessee agrees to execute any such instruments as Lessor may request from time to time.

#### 13. **Alterations and Attachments**

Upon prior written notice to Lessor, Lessee may, at its own expense, make minor alterations in or add attachments to the Equipment, provided such alterations and attachments shall not interfere with the normal operation of the Equipment and do not otherwise involve the pledge, assignment, exchange, trade or substitution of the Equipment or any component or part thereof. All such alterations and attachments to the Equipment shall become part of the Equipment leased to Lessee and owned by Lessor. If, in Lessor's sole determination, the alteration or attachment reduces the value of the Equipment or interferes with the normal and satisfactory operation or maintenance of any of the Equipment, or creates a safety hazard, Lessee shall, upon notice from Lessor to that effect, promptly remove the alteration or attachment at Lessee's expense and restore the Equipment to the condition the Equipment was in just prior to the alteration or attachment.

#### 14. **Loss and Damage**

Lessee shall assume and bear the risk of loss, theft and damage (including any government requisition, condemnation or confiscation) to the Equipment and all component parts hereof from any and every cause whatsoever, whether or not covered by insurance. No loss or damage to the Equipment or any component part thereof shall impair any obligation of Lessee under this Lease Agreement, which shall continue in full force and effect except as hereinafter expressly provided. Lessee shall repair or cause to be repaired all damage to the Equipment. In the event that all or part of the Equipment shall, as a result of any cause whatsoever, become lost, stolen, destroyed or otherwise rendered irreparably unusable or damaged (collectively, the "Loss") then Lessee shall, within ten (10) days after the Loss, fully inform Lessor in writing of such a Loss and shall pay to Lessor the following amounts: (i) the Monthly Lease Charges (and other amounts) due and owing under this Lease Agreement at the time of the Loss (or Event of Default, as defined hereinafter), plus (ii) the original cost of the Equipment subject to the Loss (or Event of Default, as defined hereinafter) multiplied by the "Percent of Original Cost." The Original Cost of a particular item of Equipment shall be Lessee's original purchase price of such item at the time of its purchase or payment to the applicable vendor by Lessor, plus additional or related charges such as taxes, delivery and freight, installation, maintenance, etc. The Percent of Original Cost shall be the Per Payment Factor multiplied by the number of lease payments Lessor has received from Lessee during the Initial Term subtracted from

112 and then divided by 100. The Per Payment Factor is the sum of 112 multiplied by 0.7 divided by the number of Monthly Lease Charges that are due during the Initial Term (collectively, the sum of (i) plus (ii) shall be the "Casualty Loss Value"). Upon receipt by Lessor of the Casualty Loss Value: (i) the applicable Equipment shall be removed from the Lease Schedule; and (ii) Lessee's obligation to pay Lease Charges associated with the applicable Equipment shall cease. Lessor may request, and Lessee shall complete, an affidavit(s), which swears out the facts supporting the Loss of any item of Equipment.

#### 15. Insurance

Lessor recognizes that Lessee is a member of the Washington Cities Insurance Pool (WCIA), and will provide an evidence of coverage letter to fulfill the requirement of the liability insurance required under this Agreement. Until the Equipment is returned to Lessor or as otherwise herein provided, whether or not this Lease Agreement has terminated as to the Equipment, Lessee at its expense, shall maintain: (i) property and casualty insurance insuring the Equipment for its Casualty Loss Value; and (ii) comprehensive public liability and third-party

Lessor shall be under no duty to ascertain the existence of or to examine any such coverage or to advise Lessee in the event any such policy shall not comply with the requirements hereof. Lessee agrees to keep the Equipment insured with an insurance company which is at least "A" rated by A.M. Best. The proceeds of any loss or damage insurance shall be payable to Lessor, but Lessor shall remit all such insurance proceeds to Lessee at such time as Lessee either (i) provides Lessor satisfactory proof that the damage has been repaired and the Equipment has been restored to good working order and condition or (ii) pays to Lessor the Casualty Loss Value. It is understood and agreed that any payments made by Lessee or its insurance carrier for loss or damage of any kind whatsoever to the Equipment are not made as accelerated rental payments or adjustments of rental, but are made solely as indemnity to Lessor for loss or damage of its Equipment.

Proof of such liability coverage must be provided to us at Lease inception and thereafter upon our written request. If you do not, we may obtain property loss insurance to protect our interests in the Equipment. If we do, you agree that: (i) you will reimburse the premium, which may be higher than you might pay if you obtained the insurance, (ii) the premium may include a profit to us and/or one of our affiliates, and (iii) we will not name you as an insured party and your interests may not be fully protected. We may apply any insurance proceeds received to repair or replace the Equipment, or to the remaining payments due or that become due under this Agreement, discounted at 3%.

#### 16. Enforcement of Warranties

Lessee, in its own name, shall, so long as this Lease Agreement is in force, enforce any manufacturer's Equipment warranty.

#### 17. Warranties, Disclaimers and Indemnity

Lessor warrants that at the time the Equipment is delivered to Lessee, Lessor will have full right, power and authority to lease the Equipment to Lessee. EXCEPT FOR THE WARRANTY IN THE SENTENCE DIRECTLY PRECEDING THIS ONE, LESSOR DOES NOT MAKE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON LESSOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE; THAT LESSOR HAS NOT SELECTED, MANUFACTURED, SOLD OR SUPPLIED ANY OF THE EQUIPMENT; THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES CONTAINED IN THIS LEASE AGREEMENT; AND THAT NEITHER LESSOR NOR SUPPLIER IS AN AGENT FOR THE OTHER AND LESSOR WILL NOT BE BOUND BY OR LIABLE FOR ANY REPRESENTATION, WARRANTY OR PROMISE MADE BY THE SUPPLIER. NO DEFECT, UNMERCHANTABILITY OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR PERFORM OTHER OBLIGATIONS UNDER THIS LEASE. LESSEE REPRESENTS AND WARRANTS THAT IT IS NOT A FOREIGN "FINANCIAL INSTITUTION" OR ACTING ON BEHALF OF A FOREIGN "FINANCIAL INSTITUTION" AS THAT TERM IS DEFINED IN THE BANK SECRECY ACT, 31 U.S.C. 5318, AS AMENDED. LESSEE ACKNOWLEDGES THAT LESSOR, IN COMPLIANCE WITH SECTION 326 OF THE USA PATRIOT ACT, WILL BE VERIFYING CERTAIN INFORMATION ABOUT LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSOR AND ITS REPRESENTATIVES AND EMPLOYEES HAVE NOT MADE ANY

STATEMENT, REPRESENTATION OR WARRANTY RELATIVE TO THE ACCOUNTING OR TAX ENTRIES, TREATMENT, BENEFIT, USE OR CLASSIFICATION OF THE LEASE AGREEMENT, OR ASSOCIATED LEASE SCHEDULES. LESSEE ACKNOWLEDGES THAT IT AND/OR ITS INDEPENDENT ACCOUNTANTS ARE SOLELY RESPONSIBLE FOR (I) ANY AND ALL OF LESSEE'S ACCOUNTING AND TAX ENTRIES ASSOCIATED WITH THE LEASE AGREEMENT AND/OR THE LEASE SCHEDULES AND (II) THE ACCOUNTING AND TAX TREATMENT, BENEFITS, USES AND CLASSIFICATION OF THE LEASE AGREEMENT OR ANY LEASE SCHEDULE. LESSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY INFORMATION, INCLUDING BUT NOT LIMITED TO CONSUMER OR PATIENT INFORMATION, THAT IS AT ANY TIME ENTERED, STORED, TRANSFERRED TO, CONTAINED OR RETAINED ON ANY EQUIPMENT, WHETHER OR NOT SUCH INFORMATION IS SUBJECT TO FEDERAL, STATE OR OTHER LAW, INCLUDING BY WAY OF EXAMPLE ONLY AND NOT OF LIMITATION, THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996 (HIPAA), FINANCIAL MODERNIZATION ACT (GRAMM-LEACH-BLILEY ACT), ETC. LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE RELATIONSHIP BETWEEN THE LESSOR AND LESSEE, THIS LEASE AGREEMENT OR THE PERFORMANCE, POSSESSION, LEASE OR USE OF THE EQUIPMENT. THIS LEASE AGREEMENT IS A "FINANCE LEASE" AS THAT TERM IS DEFINED AND USED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. NO RIGHTS OR REMEDIES REFERRED TO IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE WILL BE CONFERRED ON LESSEE.

Lessee agrees that Lessor shall not be liable to Lessee for, and Lessee shall indemnify, defend and hold Lessor harmless with respect to, any claim from a third party for any liability, claim, loss, damage, cost or expense of any kind or nature, whether based upon a theory of strict liability or otherwise, caused, directly or indirectly, by: (i) the inadequacy of any item of Equipment, including software, for any purpose; (ii) any deficiency or any latent or other defects in any Equipment, including software, whether or not detectable by Lessee; (iii) the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, installation, lease, possession, maintenance, operation, use or performance of any item of Equipment, including software; (iv) any interruption or loss of service, use or performance of any item of Equipment, including software; (v) patent, trademark or copyright or other intellectual property infringement; (vi) any information whatsoever or the loss, release, unauthorized access, transfer, theft, use or misuse thereof, or (vii) any loss of business or other special, incidental or consequential damages whether or not resulting from any of the foregoing. Lessee's duty to defend and indemnify Lessor shall survive the expiration, termination, cancellation or assignment of this Lease Agreement or a Lease Schedule and shall be binding upon Lessee's successors and permitted assigns.

#### 18. Event of Default

The occurrence of any of the following events shall constitute an Event of Default under this Lease Agreement and/or any Lease Schedule:

(1) the nonpayment by Lessee of any Lease Charges when due, or the nonpayment by Lessee of any other sum required hereunder to be paid by Lessee which non-payment continues for a period of ten (10) days from the date when due;

(2) the failure of Lessee to perform any other term, covenant or condition of this Lease Agreement, any Lease Schedule or any other document, agreement or instrument executed pursuant hereto or in connection herewith which is not cured within ten (10) days after written notice thereof from Lessor;

(3) Lessee attempts to or does remove, transfer, sell, swap, assign, sublease, trade, exchange, encumber, receive an allowance or credit for, or part with possession of, any item of Equipment;

(4) Lessee ceases doing business as a going concern, is insolvent, makes an assignment for the benefit of creditors, fails to pay its debts as they become due, offers a settlement to creditors or calls a meeting of creditors for any such purposes, files a voluntary petition in bankruptcy, is subject to an involuntary petition in bankruptcy, is adjudicated bankrupt or insolvent, files or has filed against it a petition seeking any reorganization, arrangement or composition, under any present or future statute, law or regulation;

(5) any of Lessee's representations or warranties made herein or in any oral or written statement or certificate at any time given in writing

pursuant hereto or in connection herewith shall be false or misleading in any material respect;

(6) Lessee defaults under or otherwise has accelerated any material obligation, credit agreement, loan agreement, conditional sales contract, lease, indenture or debentures; or Lessee defaults under any other agreement now existing or hereafter made with Lessor;

(7) the breach or repudiation by any party thereto of any guaranty, subordination agreement or other agreement running in favor of Lessor obtained in connection with this Lease Agreement; or

(8) Lessee (i) enters into any merger or consolidation with, or sells or transfers all or any substantial portion of its assets to, or enters into any partnership or joint venture other than in the ordinary course of business with, any entity, (ii) dissolves, liquidates or ceases or suspends the conduct of business, or ceases to maintain its existence, (iii) if Lessee is a privately held entity, enters into or suffers any transaction or series of transactions as a result of which Lessee is directly or indirectly controlled by persons or entities not directly or indirectly controlling Lessee as of the date hereof, or (iv) if Lessee is a publicly held entity, there shall be a change in the ownership of Lessee's stock or other equivalent ownership interest such that Lessee is no longer subject to the reporting requirements of, or no longer has a class of equity securities registered under, the Securities Act of 1933 or the Securities Exchange Act of 1934.

#### 19. Remedies

Should any Event of Default occur, Lessor may, in order to protect its interests and reasonably expected profits, with or without notice or demand upon Lessee, retain any and all security deposits and pursue and enforce, alternatively, successively and/or concurrently, any one or more of the following remedies:

(1) recover from Lessee all accrued and unpaid Lease Charges and other amounts due and owing on the date of the default;

(2) recover from Lessee from time to time all Lease Charges and other amounts as and when becoming due hereunder;

(3) accelerate, cause to become immediately due and recover the present value of all Lease Charges and other amounts due and/or likely to become due hereunder from the date of the default to the end of the lease term using a discount rate of two percent (2%);

(4) cause to become immediately due and payable and recover from Lessee the Casualty Loss Value of the Equipment, which Lessee agrees is not a penalty but rather the fair measure of Lessor's loss in or damage to Lessor's interests in the Equipment and Lease caused by Lessee's default hereunder;

(5) terminate any or all of the Lessee's rights, but not its obligations, associated with the lease of the Equipment under this Lease Agreement;

(6) retake (by Lessor, independent contractor, or by requiring Lessee to assemble and surrender the Equipment in accordance with the provisions of Section 9 hereinabove) possession of the Equipment without terminating the Lease Schedule or the Lease Agreement free from claims by Lessee which claims are hereby expressly waived by Lessee;

(7) require Lessee to deliver the Equipment to a location designated by Lessor;

(8) proceed by court action to enforce performance by Lessee of its obligations associated with any Lease Schedule and/or this Lease Agreement; and/or

(9) pursue any other remedy Lessor may otherwise have, at law, equity or under any statute and recover damages and expenses (including attorneys' fees) incurred by Lessor by reason of the Event of Default.

Upon repossession of the Equipment, Lessor shall have the right to lease, sell or otherwise dispose of such Equipment in a commercially reasonable manner, with or without notice, at a public or private sale. Lessor's pursuit and enforcement of any one or more remedies shall not be deemed an election or waiver by Lessor of any other remedy. Lessor shall not be obligated to sell or re-lease the Equipment. Any sale or re-lease, may be held at such place or places as are selected by Lessor, with or without having the Equipment present. Any such sale or re-lease may be at wholesale or retail, in bulk or in parcels. Time and exactitude of each of the terms and conditions of this Lease Agreement are hereby declared to be of the essence. Lessor may accept past due payments in any amount without modifying the terms of this Lease Agreement and without waiving any rights of Lessor hereunder.

#### 20. Costs and Attorneys' Fees

In the event of any default, claim, proceeding, including a bankruptcy proceeding, arbitration, mediation, counter-claim, action

(whether legal or equitable), appeal or otherwise, whether initiated by Lessor or Lessee (or a debtor-in-possession or bankruptcy trustee), which arises out of, under, or is related in any way to this Lease Agreement, any Lease Schedule, or any other document, agreement or instrument executed pursuant thereto or in connection therewith, or any governmental examination or investigation of Lessee, which requires Lessor's participation (individually and collectively, the "Claim"), Lessee, in addition to all other sums which Lessee may be called upon to pay under the provisions of this Lease Agreement, shall pay to Lessor, on demand, all costs, expenses and fees paid or payable in connection with the Claim, including, but not limited to, attorneys' fees and out-of-pocket costs, including travel and related expenses incurred by Lessor or its attorneys.

#### 21. Lessor's Performance Option

Should Lessee fail to make any payment or to do any act as provided by this Lease Agreement, then Lessor shall have the right (but not the obligation), without notice to Lessee of its intention to do so and without releasing Lessee from any obligation hereunder to make or to do the same, to make advances to preserve the Equipment or Lessor's title thereto, and to pay, purchase, contest or compromise any insurance premium, encumbrance, charge, tax, lien or other sum which in the judgment of Lessor appears to affect the Equipment, and in exercising any such rights, Lessor may incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor. All sums so incurred or expended by Lessor shall be due and payable by Lessee within ten (10) days of notice thereof.

#### 22. Quiet Possession and Inspection

Lessor hereby covenants with Lessee that Lessee shall quietly possess the Equipment subject to and in accordance with the provisions hereof so long as Lessee is not in default hereunder; provided, however, that Lessor or its designated agent may, at any and all reasonable times during business hours, enter Lessee's premises for the purposes of inspecting the Equipment and the manner in which it is being used.

#### 23. Assignments

This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Lessee, however, shall not assign, transfer, pledge, mortgage, hypothecate or otherwise dispose of this Lease Agreement, the Lease Schedule(s), the Equipment, or any interest therein or sublet any of the Equipment without first obtaining the prior written consent of Lessor and its assigns, if any. Lessee acknowledges that the terms and conditions of this Lease Agreement have been fixed in anticipation of the possible assignment of Lessor's rights under this Lease Agreement and in and to the Equipment as collateral security to a third party ("Assignee") which will rely upon and be entitled to the benefit of the provisions of this Lease Agreement. Lessee agrees to provide Lessor or its assigns with Lessee's most recent audited and its most current financial statements. Lessee agrees with Lessor and such Assignee to recognize in writing any such assignment within fifteen (15) days after receipt of written notice thereof and to pay thereafter all sums due to Lessor hereunder directly to such Assignee if directed by Lessor, notwithstanding any defense, set-off or counterclaim whatsoever (whether arising from a breach of this Lease Agreement or not) that Lessee may from time to time have against Lessor. Upon such assignment, the Lessor shall remain obligated to perform any obligations it may have under this Lease Agreement and the Assignee shall (unless otherwise expressly agreed to in writing by the Assignee) have no obligation to perform such obligations. Any such assignment shall be subject to Lessee's rights to use and possess the Equipment so long as Lessee is not in default hereunder.

#### 24. Survival of Obligations

All covenants, agreements, representations, and warranties contained in this Lease Agreement, any Lease Schedule, or in any document attached thereto, shall be for the benefit of Lessor and Lessee and their respective successors, any assignee or secured party. Further, all covenants, agreements, representations, and warranties contained in this Lease Agreement, any Lease Schedule, or in any document attached thereto, shall survive the execution and delivery of this Lease Agreement and the expiration or other termination of this Lease Agreement.

#### 25. Corporate Authority

The parties hereto covenant and warrant that the persons executing this Lease Agreement and each Lease Schedule on their behalf have been duly authorized to do so, and this Lease Agreement and any

Lease Schedule constitute a valid and binding obligation of the parties hereto. The Lessee will, if requested by Lessor, provide to Lessor, Certificates of Authority naming the officers of the Lessee who have the authority to execute this Lease Agreement and any Lease Schedules attached thereto.

**26. Landlords' and Mortgagees' Waiver**

If requested, Lessee shall furnish waivers, in form and substance satisfactory to Lessor, from all landlords and mortgagees of any premises upon which any Equipment is located.

**27. Miscellaneous**

This Lease Agreement, the Lease Schedule(s), attached riders and any documents or instruments issued or executed pursuant hereto will have been made, executed and delivered in and shall be governed by the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Minnesota. Lessee and Lessor consent to jurisdiction of any local, state or federal court located within Minnesota. Venue shall be in Minnesota and Lessee hereby waives local venue and any objection relating to Minnesota being an improper venue to conduct any proceeding relating to this Lease Agreement.

This Lease Agreement was jointly drafted by the parties, and the parties hereby agree that neither should be favored in the construction, interpretation or application of any provision or any ambiguity. There are no unwritten or oral agreements between the parties. This Lease Agreement and associated Lease Schedule(s) constitute the entire understanding and agreement between Lessor and Lessee with respect to the lease of the Equipment, superseding all prior understandings, agreements, negotiations, discussions, proposals, representations, promises, commitments and offers between the parties, whether oral or written. This Lease Agreement and associated Lease Schedule(s) constitute a single unitary agreement. No provision of this Lease Agreement or any Lease Schedule shall be deemed waived, amended, discharged or modified orally or by custom, usage or course of conduct unless such waiver, amendment or modification is in writing and signed by an officer of each of the parties hereto. If any one or more of the provisions of this Lease Agreement or any Lease Schedule is for any reason held invalid, illegal or unenforceable, the remaining provisions of this Lease Agreement and any such Lease Schedule will be unimpaired, and the invalid, illegal or unenforceable provisions shall be replaced by a mutually acceptable valid, legal and enforceable provision that is closest to the original intention of the parties. Lessee agrees that neither the manufacturer, nor the supplier, nor any of their salespersons, employees or agents are agents of Lessor.

Any notice provided for herein shall be in writing and sent by certified or registered mail to the parties at the addresses stated on page 1 of this Lease Agreement.

The Monthly Lease Charge is intended to be fixed from the Commencement Date to the end of the term. The three-year treasury rate is an integral part of the lease rate. Lessee and Lessor agree that the lease rate shall also be fixed during the Installation Period but should the three-year treasury rate change between the date any Lease Schedule is signed by Lessor and the Commencement Date, the lease rate may be adjusted by the Lessor on or prior to such Commencement Date.

If, as part of a budget approved for Lessee for a fiscal year, sufficient funds are not appropriated to make payments required under a Lease Schedule, such Lease Schedule shall terminate as of the end of the last fiscal year for which funds have been appropriated provided that (1) Lessee does not acquire any substitute equipment which is functionally similar to the Equipment; (2) Lessee's operating funds are not otherwise available to Lessee to pay the Lease Charges; (3) there is no other legal procedure or available funds by or with which payment can be made to Lessor; and (4) the non-appropriation of funds did not result from any act or omission by Lessee. Lessee shall have the right to return the Equipment to Lessor as allowed hereunder and terminate by written notice to Lessor not less than ninety (90) days prior to the end of Lessee's fiscal year. Upon such termination, Lessee shall not thereafter acquire, lease or finance functionally similar equipment for a period of twelve (12) months. In the event subsequent to such termination funds are made available to Lessee for equipment which is functionally similar to the Equipment, Lessee agrees, at Lessor's option, to purchase, lease and / or otherwise acquire such equipment from Lessor. Lessee represents and warrants that it has appropriated and budgeted the necessary funds to pay all amounts due under a Lease Schedule for the remainder of the fiscal year in which the term for the applicable Lease Schedule commences. For each Lease Schedule created hereunder, Lessee shall provide Lessor with an opinion of counsel and other documentation as required by Lessor.

This Lease Agreement shall not become effective until delivered to Lessor at its offices at Minnetonka, Minnesota and executed by Lessor. If this Lease Agreement shall be executed by Lessor prior to being executed by Lessee, it shall become void at Lessor's option five (5) days after the date of Lessor's execution hereof, unless Lessor shall have received by such date a copy hereof executed by a duly authorized representative of Lessee.

This Lease Agreement is made subject to the terms and conditions included herein and Lessee's acceptance is effective only to the extent that such terms and conditions are consistent with the terms and conditions herein. Any acceptance that contains terms and conditions that are in addition to or inconsistent with the terms and conditions herein will be a counter-offer and will not be binding unless agreed to in writing by Lessor.

If contrary to the parties' intentions a court of competent jurisdiction determines that this Lease is not a true "lease" under the UCC or other applicable law but rather another form of indebtedness secured by the Equipment, then Lessee shall be deemed to have granted and hereby grants to Lessor, a first priority security interest in: (1) the Equipment and all additions, attachments, accessories and accessions thereto; (2) all subleases, chattel paper, accounts, security deposits, and general intangibles relating thereto, and any and all substitutions, replacements or exchanges for any such item of Equipment, in each such case in which Lessee shall from time to time acquire an interest; and (3) any and all insurance and/or other proceeds of the property and other collateral in and against which a security interest is granted hereunder. Lessee hereby authorizes Lessor to file financing statements and/or any other appropriate document of public record in the applicable jurisdictions in order to perfect the security interest granted hereunder (for precautionary purposes only). Upon a default by Lessee under this Lease, in addition to all other remedies set forth herein, Lessor shall be entitled to exercise all other rights and remedies available to a secured party.

The parties agree that this Lease Agreement, the Lease Schedule(s), attached riders and any documents or instruments issued or executed pursuant hereto may be executed and delivered by electronic signatures and that the signatures appearing on such documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

The terms used in this Lease Agreement, unless otherwise defined, shall have the meanings ascribed to them in the Lease Schedule(s).

**28. REPOSSESSION AND JURY TRIAL WAIVER**

LESSEE ACKNOWLEDGES THAT, PURSUANT TO SECTION 19 HEREOF, LESSOR HAS BEEN GIVEN THE RIGHT TO REPOSSESS THE EQUIPMENT SHOULD LESSEE BECOME IN DEFAULT OF ITS OBLIGATIONS HEREUNDER. LESSEE HEREBY WAIVES THE RIGHT, IF ANY, TO REQUIRE LESSOR TO GIVE LESSEE NOTICE AND A JUDICIAL HEARING PRIOR TO EXERCISING SUCH RIGHT OF REPOSSESSION.

LESSEE HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION BY OR AGAINST LESSOR IN CONNECTION WITH THIS LEASE AGREEMENT.

**29. Net Lease**

This Lease Agreement is a net lease and Lessee's obligations to pay all Lease Charges and other amounts payable hereunder shall be absolute and unconditional and, except as expressly provided herein, shall not be subject to any: (i) delay, abatement, reduction, defense, counterclaim, set-off or recoupment; (ii) discontinuance or termination of any license; (iii) Equipment failure, defect or deficiency; (iv) damage to or destruction of the Equipment; or (v) dissatisfaction with the Equipment or otherwise, including any present or future claim against Lessor or the manufacturer, supplier, reseller or vendor of the Equipment. To the extent that the Equipment includes intangible (or intellectual) property, Lessee understands and agrees that: (i) Lessor is not a party to and does not have any responsibility under any software license and/or other agreement with respect to any software; and (ii) Lessee will be responsible to pay all of the Lease Charges and perform all its other obligations under this Lease Agreement despite any defect, deficiency, failure, termination, dissatisfaction, damage or destruction of any software or software license. Further, Lessee agrees that it has an unconditional, irrevocable and absolute obligation to pay all Lease Charges and other amounts payable hereunder to the Lessor although (i) the Lessor does not hold title to any Software (or intellectual or intangible property), (ii) Lessor is not a party to any Software license (or intellectual or intangible property license) that is listed among the Equipment on any Lease Schedule and (iii) any license

to Software is exclusively between the licensor of the Software ("Licensor") and the Lessee. Except as expressly provided herein, this Lease Agreement shall not terminate for any reason, including any defect in the Equipment or Lessor's title thereto or any destruction or loss of use of any item of Equipment.

30. **Headings**  
Section headings herein are used for convenience only and shall not otherwise affect the provisions of this Lease Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease Agreement to be signed by their respective duly authorized representative.

**Every Term is Agreed to and Accepted:**

**VANTAGE FINANCIAL, LLC**  
"LESSOR"

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Every Term is Agreed to and Accepted:**

**CITY OF OLYMPIA**  
"LESSEE"

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_

# Certificate of Incumbency

I, Annaliese Harksen hereby certify to Vantage Financial, LLC (the "Secured Party")

that I am the Senior Deputy City Attorney of City of Olympia,

a Washington Municipal Entity (whether designated a corporation, limited liability company, limited liability partnership, limited partnership, partnership, municipal entity, government entity or otherwise, the "Borrower"), and that, in such capacity, I am authorized to execute this Certificate of Incumbency ("Certificate") on behalf of the Borrower. I further certify that any one of the following representative(s) of the Borrower:

Name	Title	Signature
<u>Steven Jay Burney</u>	<u>City Manager</u>	_____
<u>Shelby Parker</u>	<u>Interim Police Chief</u>	_____
<u>Jeanelle Stull</u>	<u>Police Administrative Mgr.</u>	_____

(each an "Authorized Person") is/are authorized by the Borrower to transact any business with Secured Party as such Authorized Person(s) believe(s) to be advisable, so long as such business is consistent with the authority of Resolution \_\_\_\_, Olympia Municipal Code 3.16, and City Policy relating to Contract Authority:

- (a) To lease, rent, or purchase Equipment from Secured Party from time to time on terms, with or without security, as such Authorized Person believes to be proper;
- (b) To sign and deliver to Secured Party from time to time lease agreements, rental agreements, finance agreements, including all schedules to such agreements, and amendments to such documents, and any and all other transaction documents necessary and incidental thereto, on the terms as such Authorized Person believes to be proper and that pertain to Equipment Lease;
- (c) To pledge or create any lien or security interest upon or with respect to the Equipment Lease, to sign and deliver to Secured Party, as security for the Equipment Lease for all present or future obligations to Secured Party, all documents the Authorized Person believes proper, and to perform such acts required to create and perfect such security interests; and
- (d) To execute and deliver guaranties to Secured Party.

Secured Party or any lessor, seller or lender to whom this Certificate is delivered may rely on this Certificate until Secured Party receives written notice that any such person listed above is no longer an Authorized Person. The authority hereby granted applies to successors of the positions set forth above. The execution of any of the above-described documents by any one of the Authorized Persons may be relied upon as conclusive evidence of approval by the Borrower.

Borrower agrees that Secured Party may accept an electronic transmission of this Certificate as an original, and that electronically transmitted copies of any and all signatures herein will be treated as an original for all purposes.

**IN WITNESS WHEREOF, the undersigned has executed this Certificate this 14<sup>th</sup> day of January, 2026.**

Signature:

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

**LEASE SCHEDULE 001**

This Lease Schedule is issued pursuant to the Lease Agreement No. OLY011426 dated January \_\_, 2026. The terms and conditions of the Lease Agreement and the terms and conditions of Certificates of Acceptance executed pursuant to Lease Schedule 001, including Installation Dates and descriptions and serial numbers of Equipment contained therein, are a part hereof and incorporated by reference herein.

**LESSOR:**  
 Vantage Financial, LLC  
 14525 Highway 7, Suite 245  
 Minnetonka, MN 55345

**LESSEE:**  
 City of Olympia  
 601 4th Avenue East  
 Olympia, WA 98501

**SUPPLIER OF EQUIPMENT:**  
 Datec Inc

**LOCATION OF INSTALLATION:**  
 Same as Above

**Term of Lease from Commencement Date:** 60 months  
**Monthly Lease Charge:** \$7,658.00, due annually as \$91,896.00  
**Security Deposit:** Upon Lessee's commencement of this Lease Schedule, Lessee shall deliver a security deposit in the amount of \$7,658.00. If no Event of Default has occurred, this security deposit may be applied toward the total amounts due pursuant to the applicable Lease Schedule.

**EQUIPMENT:**  
 (105) Panasonic Toughbooks Win11 Pro with Protection Plus Warranty

Lessee understands that Lessor's commitment to lease Equipment under this Lease Schedule 001 is contingent upon continuing credit approval by Lessor's credit committee and such credit approval shall be at Lessor's sole discretion.

The Monthly Lease Charge will be prorated and charged as interim rent between the date an item of Equipment is accepted and the Commencement Date. Lessee confirms that the Equipment listed on this Lease Schedule is business essential as part of the operation of Lessee.

**Every Term is Agreed to and Accepted:**

**VANTAGE FINANCIAL, LLC**  
**"LESSOR"**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Every Term is Agreed to and Accepted:**

**CITY OF OLYMPIA**  
**"LESSEE"**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The parties agree that this Lease Schedule, along with any riders and any documents or instruments issued or executed pursuant hereto, may be executed and delivered by electronic signatures and that the signatures appearing on such documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.



**OPINION OF COUNSEL**

January 14, 2026

Vantage Financial, LLC  
14525 Highway 7, Suite 245  
Minnetonka, MN 55345

Re: Lessee: City of Olympia  
Lessor: Vantage Financial, LLC

Sir/Madam:

I have acted as counsel to Lessee with respect to Lease Agreement No. OLY111825 (the “Equipment Lease”), which includes schedules and/or addenda attached to or incorporated into the Equipment Lease.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of Washington (the “State”) duly organized, existing and operating under the Constitution and laws of the State. Lessee is authorized and has power under State law to enter into the Equipment Lease and to carry out its obligations thereunder and the transactions contemplated thereby.
2. The Equipment Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting creditor’s remedies generally and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors’ rights.
3. To the best of my knowledge, based on such inquiry and investigation as I have deemed sufficient, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Equipment Lease or any documents incorporated into such Equipment Lease; the appropriation of monies to make payments under the Equipment Lease for the current fiscal year; the ability of Lessee otherwise to perform its obligations under the Equipment Lease and the transactions contemplated thereby; or the provisions in the Equipment Lease made for the payment of or security for the Agreements.

Lessor, its Assignee as set forth in the Equipment Lease and any of their respective successors and assigns may rely upon this opinion.

Very truly yours,

Senior Deputy City Attorney



## City Council

### Approval of a Resolution Authorizing Application for the Recreation and Conservation Office Brian Abbott Fish Barrer Removal Board Grant for the Ellis Creek Fish Passage Design Project

**Agenda Date:** 1/13/2026  
**Agenda Item Number:** 4.D  
**File Number:**26-0038

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

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#### **Title**

Approval of a Resolution Authorizing Application for the Recreation and Conservation Office Brian Abbott Fish Barrer Removal Board Grant for the Ellis Creek Fish Passage Design Project

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve a Resolution authorizing Grant Application for the Recreation and Conservation Office (RCO) Brian Abbott Fish Barrer Removal Board grant for the Ellis Creek Fish Passage Design Project and authorize the City Manager to sign the grant agreement should the application be successful.

##### **Report Issue:**

Whether t to approve a Resolution authorizing Grant Application for the RCO Brian Abbott Fish Barrer Removal Board grant for the Ellis Creek Fish Passage Design Project and authorize the City Manager to sign the grant agreement should the application be successful.

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

Susan Clark, Engineering and Planning Manager, Public Works Water Resources, 360.753.8321  
Kym Foley, Environmental Habitat Planner, Public Works Water Resources, 360.570.3957

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

None - Consent Calendar Item.

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

The Ellis Creek watershed represents some of the highest quality aquatic and upland habitats remaining within City limits. Ellis Creek enters Budd Inlet at Ellis Cove and 175 acres of surrounding undeveloped natural area are protected and conserved by the City in Squaxin Park, creating ideal

ecological and land use conditions to support a population of spawning salmon in the stream.

The Storm and Surface Water Utility, with support from a consultant and guidance from the Squaxin Island Tribe and the Washington Department of Fish and Wildlife, is finalizing a design alternatives and feasibility study to address an under-sized culvert where Ellis Creek passes under East Bay Drive. The existing culvert currently restricts fish passage and limits access to upstream habitat. The proposed project would replace the culvert with a solution that creates access for salmon and improves stream function. If awarded, the Brian Abbott Fish Barrier Removal Board grant will fund the final design phase of the project.

The Ellis Creek Fish Passage Project is identified in the Storm and Surface Water Management Plan (2018) and the 2026-2031 Capital Facilities Plan. It is in alignment with language in the Council-adopted 2045 Comprehensive Plan clarifying the City's commitment to salmon recovery and upholding Tribal treaty rights. Specifically, the project addresses the following policies in the Comprehensive Plan:

- **PN2.6:** Conserve and restore wildlife and aquatic habitat in both existing habitat corridors and other ecologically important sites. Protect salmon, amphibians, pollinators, migratory birds, and other similarly prioritized species.
- **PN4.2: Prioritize** and implement restoration efforts based on the best scientific information available to restore natural processes and improve the health and condition of Budd Inlet and its tributaries. Align prioritization and implementation with regional action strategies designated for the recovery of salmon in Puget Sound.

City staff from Parks and Transportation have been and will continue to be engaged in the project's development.

### **Climate Analysis:**

Sea level rise and heavy precipitation associated with climate change put increasing pressure on salmon populations already impacted by urbanization. Further, these forces will continue to threaten infrastructure located below the high-water mark that was designed decades ago under different hydraulic conditions. Replacing the Ellis Creek undersized culvert will increase capacity for heavy stream flows and tidal influence at the project site, increasing resilience of the roadway and utility infrastructure along East Bay Drive. For salmon, key ecological conditions like water temperature, riparian vegetation, and stream bed materials are heavily impacted by climate change. The intact watershed conditions along Ellis Creek within Squaxin Park help maintain cooler water temperatures and reduce erosion of sediment, creating an opportunity for salmon to thrive in this system despite climate-related challenges.

### **Equity Analysis:**

This work will enhance habitat in the usual and accustomed area of the Squaxin Island Tribe and aligns with both Tribal treaty rights and the Tribe's salmon recovery priorities. City staff have engaged and will continue to engage the Freshwater Habitat Program manager and the Natural Resources Department Manager at the Squaxin Island Tribe to receive input and technical support throughout all phases of the project. During design, alternatives will be explored to identify construction staging and transportation revisions that minimize impacts to community members who rely on East Bay Drive as a major transportation corridor. Once complete, the project will provide new opportunities for outreach

and engagement to the public about the environmental, cultural, and economic importance of salmon, including the longstanding stewardship of Indigenous communities who have protected these resources since time immemorial.

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

In addition to guidance provided by the Squaxin Island Tribe, salmon recovery has been a recurring theme throughout recent community engagement activities. Olympia’s community members have expressed strong interest in protecting salmon habitat in our region and understand the role City governments play in salmon recovery through stormwater management, habitat restoration, and addressing fish passage barriers. This was evident in public comments received during the 2045 Comprehensive Plan Periodic Update.

**Financial Impact:**

The Brian Abbott Fish Barrier Removal Grant will be used to fund final design of the Ellis Creek Fish Passage Project. The grant may require a match of up to 15 percent of the estimated total project cost of \$2,200,000 to \$2,500,000, or approximately \$330,000 to \$375,000, with the opportunity to request reduction or elimination of the match requirement at the time of application. The planning level estimate for construction of the Ellis Creek Fish Passage Project is approximately \$12,000,000 to \$16,000,000, subject to further refinement as the final design work is completed.

**Options:**

1. Move to approve a Resolution authorizing City staff to apply for a Recreation and Conservation Office (RCO) Brian Abbott Fish Barrer Removal Board grant for the Ellis Creek Fish Passage Design Project and authorize the City Manager to sign the grant agreement should the application be successful.
2. Do not approve a Resolution authorizing City staff to apply for a Recreation and Conservation Office (RCO) Brian Abbott Fish Barrer Removal Board grant for the Ellis Creek Fish Passage Design Project and do not authorize the City Manager to sign the grant agreement should the application be successful. The City will not receive funding for final design and must wait an additional two years before the next Brian Abbott Fish Barrier Removal Board grant opportunity, further delaying construction.
3. Take other action.

**Attachments:**

Resolution  
Resolution Recreation And Conservation Office  
Sample Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE APPLICATION FOR A GRANT BETWEEN THE CITY OF OLYMPIA AND WASHINGTON STATE RECREATION AND CONSERVATION OFFICE (RCO) FOR A BRIAN ABBOTT FISH BARRIER REMOVAL BOARD GRANT FOR THE ELLIS CREEK FISH PASSAGE DESIGN PROJECT**

**WHEREAS**, the Brian Abbott Fish Barrier Removal Board Grant provides financial assistance for projects that remove impediments to salmon and steelhead migration and is administered jointly by the Washington State Department of Fish and Wildlife; and

**WHEREAS**, the 2018 Storm and Surface Water Plan includes the Ellis Creek Fish Passage Design Project; and

**WHEREAS**, the Squaxin Island Tribe is engaged as a project partner to provide design guidance and technical support that aligns with the Tribe’s salmon recovery priorities and Tribal treaty rights; and

**WHEREAS**, Ellis Creek has been identified by the regional Deschutes Watershed Salmon Recovery Lead Entity as a high priority watershed for restoration due to its relatively intact riparian habitat and potential for supporting spawning anadromous fish populations; and

**WHEREAS**, the Brian Abbott Fish Barrier Removal Grant could require a grant match of up to 15 percent of the total project cost with the opportunity to request reduction or elimination of the match requirement at the time of application; and

**WHEREAS**, the Storm and Surface Water Utility has included the Ellis Creek Fish Passage Design Project in its 2025-2030 and 2026-2031 Capital Facilities Plan; and

**WHEREAS**, the Recreation and Conservation Office requires an authorizing resolution as part of the grant application; and

**WHEREAS**, the City Council wishes to authorize the Mayor to execute the “Applicant Resolution/Authorization (attached to this Resolution as Exhibit A) as the “authorized member” of the City Council; and

**WHEREAS**, the City Council wishes to authorize the City Manager to execute the Grant Agreement and any other documents necessary to obligate funds for the Ellis Creek Fish Passage Design Project;

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

1. The Olympia City Council hereby approves the application for a grant between the City of Olympia and the Washington State Recreation and Conservation Office for the Ellis Creek Fish Passage Design Project and the terms and conditions contained of that grant.
2. The Olympia City Council hereby assents and agrees to the terms of the Applicant Resolution/Authorization; the Applicant Resolution/Authorization is attached and its terms are incorporated into this Resolution.

3. The Mayor is directed and authorized to execute on behalf of the City of Olympia the Applicant Resolution/Authorization as the authorized member of the City Council.
4. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Grant Agreement, if awarded, and other documents necessary to obligate funds for the Ellis Creek Fish Passage Design Project, and to make any amendments or minor modifications or to correct any scrivener's errors as may be required and are consistent with the intent of the Grant Application.

**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



## Applicant Resolution/Authorization

Organization Name (sponsor) \_\_\_\_\_

Resolution No. or Document Name \_\_\_\_\_

Project(s) Number(s), and Name(s) \_\_\_\_\_

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

On File at: \_\_\_\_\_

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:  
(Local Governments and Nonprofit Organizations Only):

Location: \_\_\_\_\_ Date: \_\_\_\_\_

Washington State Attorney General's Office

Approved as to form Bruce Tallen 2/13/2020  
Assistant Attorney General Date

**You may reproduce the above language in your own format; however, text may not change.**



## **Grant Agreement Template**

This agreement template is used by the Recreation and Conservation Office (RCO) for the management of the grant and other programs it administers. This example is provided for review by the applicant and the applicant's counsel as they seek grants managed by RCO.

This grant agreement will contain changes when issued based on the specifics of each project, such as the applicant, grant program, fund source, project type, and rule or law changes. Applicants are encouraged to thoroughly review their customized grant agreements before signing.

RCO reserves the right to make updates to this template.

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Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

## **Purpose of Agreement**

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

## **Description of Project**

Brief description of the project is added.

## **Period of Performance**

The period of performance begins on (project start date) and ends on (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

## Standard Terms and Conditions Incorporated

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

## Long-Term Obligations

For this restoration project, the Sponsor's long-term obligations shall be for a minimum of (X) years, or more as specified in the Landowner Agreement, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

## Project Funding

The total grant award provided for this project shall not exceed (grant amount). The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	<b>Percentage</b>	<b>Dollar Amount</b>	<b>Source of Funding</b>
Funding Board-Fund Source	X Percent	\$X	State
Total Project Cost	X Percent	\$X	

At the direction of the legislature and RCO best practices, sponsors must utilize the project funds in a timely and efficient manner in accordance with the project milestones set forth in this Agreement. Projects not aptly progressing towards completion may have funding rescinded.

## Rights and Obligations Interpreted in Light of Related Documents

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is

irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

## **Amendments to Agreement**

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties.

Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

## **Compliance with Applicable Statutes, Rules, and Policies**

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits,

and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment.

Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 420, board policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Long-Term Obligations-Manual 7
- Reimbursements-Manual 8
- Restoration Projects-Manual 5
- Grant Program-Manual (Number)

## **Special Conditions**

None

## Special Conditions–Cultural Resources

Condition applies to the following area(s): (Address)

**State–RCO Lead:** Monitoring required: Archaeological survey was completed during the planning phase, but a portion of this property has not been surveyed. This not yet surveyed portion will need to either be surveyed or work in that area will need to be monitored. This agreement requires compliance with Executive Order 21-02. RCO has completed the initial consultation for this project and archaeological monitoring of project activities is required. Project work must proceed in accordance with the terms of a monitoring plan developed for related projects or a cultural resources monitoring plan must be developed. The Sponsor must submit an archaeological monitoring report detailing the results of the monitoring to RCO before final payment will be made. Project activities started without approval will be considered a breach of contract. If archaeological or historic materials are discovered while conducting project activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in this agreement. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation.

**State–RCO Lead:** Proceed under an IDP: Work in the previously surveyed portion of the APE may proceed under RCO's Inadvertent Discovery Plan with archaeological monitoring of work near the archaeological site recorded in the 2021 CR survey. No cultural resources work is required for this scope of work, the project may proceed in accordance with RCO's Inadvertent Discovery Plan. Future project actions or any changes to the scope of work may require cultural resources survey.

### Agreement Contacts

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

**Sponsor Project Contact****RCO Contact**

Name

Name

Address

Address

City, State, Zip Code

City, State, Zip Code

Email

Email

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

**Entire Agreement**

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

**Effective Date**

Unless otherwise provided for in this Agreement, this Agreement, for Project Number, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date).

Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

**Grant Recipient Name**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_

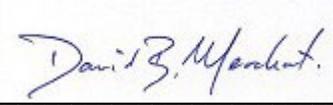
Title: \_\_\_\_\_

**State of Washington Recreation and Conservation Office  
On behalf of the Funding Board**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Megan Duffy  
Director  
Recreation and Conservation Office

Pre-approved as to form:

By:  \_\_\_\_\_ Date: 01/31/2025 \_\_\_\_\_

Assistant Attorney General

# Eligible Scope Activities

## Restoration Metrics

### Worksite #1, Location Description

Targeted salmonid ESU/DPS (A.23)

Targeted species (non-ESU species):Searun Cutthroat

Miles of Stream and/or Shoreline Treated or Protected (C.0.b)

Project Identified In a Plan or Watershed (C.0.c)

Type Of Monitoring (C.0.d.1)

### Fish Passage Improvement

Miles Of Stream Made Accessible (SRFB) (C.2.b.1)

Type Of Barrier (C.2.b.3)

### Bridge installed or improved (C.2.g.1)

Miles of stream made accessible by bridge installation/repair (C.2.g.3)

Number of bridges (C.2.g.2)

### Fish passage blockages removed or altered (C.2.c.1)

Number of Blockages/Impediments/Barriers Removed/Altered (C.2.c.2)

# Project Milestones

## Project Milestone Report

Complete	Milestone	Target Date	Comments/Description
	Project Start		Date of RCO Director approval.
	Applied for Permits		
	Permits Complete		
	Progress Report Due		
	Final Design to RCO		Pre-construction design deliverables described in Application Project Proposal.
	Cultural Resources Complete		Must occur before beginning ground disturbance; see Special Condition #1 and #2.
	Bid Awarded/ Contractor Hired		Anticipated date of award.
	Annual Project Billing Due		
	Progress Report Due		
	Annual Project Billing Due		
	Progress Report Due		
	Restoration Started		
	Progress Report Due		
	Annual Project Billing Due		
	Progress Report Due		
	Stewardship Plan to RCO		
	Restoration Complete		
	Cultural Resources Documents		
	Other		As-built drawings to RCO; if completed project differs from final design.
	RCO Final Inspection		Date project should be completed.
	Agreement End Date		PROJECT CLOSING. All expenditures must be before this date.
	Final Billing Due		You have up to 90 days from Agreement End Date to submit final invoice
	Final Report Due		Must be on or after final billing in PRISM.

# Standard Terms and Conditions of the Recreation and Conservation Office

Project Sponsor:

Project Number:

Project Title:

Approval Date:

---

## Standard Terms and Conditions Effective Date

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of Month/Day/Year.

## Citations, Headings and Definitions

- A. **Any citations** referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. **Headings** used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. **Definitions.** As used throughout this Agreement, the following terms shall have the meaning set forth below:

**Agreement, terms of the Agreement, or project agreement**—The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

**applicable manual(s), manual**—A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved

by or funded by the referenced board, or a predecessor to the board.

**applicable WAC(s)**—Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

**applicant**—Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

**application**—The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

**Authorized Representative/Agent**—A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor’s signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

**C.F.R.**—Code of Federal Regulations

**completed project or project completion**—The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.

- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

**contractor**—An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

**conversion**—A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

**Cultural Resources**—Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

**director**—The chief executive officer of the Recreation and Conservation Office or that person's designee.

**effective date**—The date when the signatures of all parties to this agreement are present in the agreement.

**equipment**—Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

**funding board or board**—The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

**Funding Entity**—the entity that approves the project that is the subject to this Agreement.

**grant program**–The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

**indirect cost**–Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. 200 as updated).

**long-term compliance period**–The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

**long-term obligations**–Sponsor’s obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

**landowner agreement**–An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

**match or matching share**–The portion of the total project cost provided by the Sponsor.

**milestone**–An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

**Office**–Means the Recreation and Conservation Office or RCO.

**pass-through entity**–A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

**period of performance**–The period beginning on the project start date and ending on the project end date.

**pre-agreement cost**–A project cost incurred before the period of performance.

**primary Sponsor**—The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

**project**—The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

**project area**—The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project.

**project completion or completed project**—The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

**project cost**—The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

**project end date**—The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

**project start date**—The specific date identified in the Agreement on which the period of performance starts.

**RCO**—Recreation and Conservation Office—The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

**RCW**—Revised Code of Washington

**reimbursement**—RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

**renovation project**—A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

**restoration project**—A project intended to bring a site back to its historic function as part of a natural ecosystem, or one intended to improve the ecological or habitat functionality or capacity of (or part of) a site, landscape, marine environment, or watershed.

**restoration and/or enhancement project**—A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

**secondary Sponsor**—One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

**Sponsor**—A Sponsor is an organization that is listed in and has signed this Agreement.

**Sponsor Authorized Representative/Agent**—A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this

Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

**SRFB**–Salmon Recovery Funding Board

**subaward**–Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

**subrecipient**–Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

**tribal consultation**–Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

**useful service life**—Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

**WAC**—Washington Administrative Code.

## **Performance by the Sponsor**

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

## **Assignment**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

## **Responsibility for Project**

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities

and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

## **Indemnification**

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor

specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

## **Independent Capacity of the Sponsor**

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

## **Conflict of Interest**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

## **Compliance with Applicable Law**

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's

noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
  
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
  - 1. Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.

2. Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

## Archaeological and Cultural Resources

- A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
1. Projects occurring on State/Federal Lands: Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. **Notice To Proceed.** No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to

indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

- E. **Costs associated** with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.
- F. **Inadvertent Discovery Plan.** The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
  - 1. Keep the IDP at the project site.
  - 2. Make the IDP readily available to anyone working at the project site.
  - 3. Discuss the IDP with staff and contractors working at the project site.
  - 4. Implement the IDP when cultural resources or human remains are found at the project site.

G. **Inadvertent Discovery**

- 1. If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
- 2. If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.

- a. Any human remains discovered shall not be touched, moved, or further disturbed unless directed by the Department of Archaeology and Historic Preservation (DAHP).
- b. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

## Records

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject

at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.

- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

## **Project Funding**

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a

waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

## **Project Reimbursements**

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of

this Agreement and other agreements between RCO and the Sponsor.

D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:

1. RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
2. On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
3. RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

## **Advance Payments**

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

## **Recovery of Payments**

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the

overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

## **Covenant Against Contingent Fees**

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

## **Income (and Fees) and Use of Income**

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
  - 1. The Sponsor's matching resources;
  - 2. The project's total cost;
  - 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;

4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
  5. Capital expenses for similar acquisition and/or development and renovation; and/or
  6. Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
1. Grant program laws, rules, and applicable manuals;
  2. Value of any service(s) furnished;
  3. Value of any opportunities furnished; and
  4. Prevailing range of public fees in the state for the activity involved.

## **Procurement Requirements**

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
1. Publish a notice to the public requesting bids/proposals for the project;
  2. Specify in the notice the date for submittal of bids/proposals;
  3. Specify in the notice the general procedure and criteria for selection; and
  4. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
  5. Comply with the same legal standards regarding unlawful discrimination

based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

### **Treatment of Equipment and Assets**

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

### **Right of Inspection**

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

## Stewardship and Monitoring

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

## Acknowledgment and Signs

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**
  - 1. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
  - 2. During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

## Provisions Applying to Development, Maintenance, Renovation, and Restoration Projects

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
  
- B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified.

Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.

- 1. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
  
- C. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this

Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.

- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009", "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.
- E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

## **Long-Term Obligations of the Projects and Sponsors**

- A. **Long-Term Obligations.** This section applies to completed projects only.
- B. **Perpetuity.** For acquisition and development projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.

C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, and/or renovated pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, and/or renovated with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.

1. When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

## **Construction, Operation, Use, and Maintenance of Assisted Projects**

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
  1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;

2. In a reasonably safe condition for the project's intended use;
  3. Throughout its estimated useful service life so as to prevent undue deterioration;
  4. In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
1. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
  2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
  3. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

### **Provisions for Salmon Recovery Funding Board Projects**

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds

for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

## **Order of Precedence**

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding state executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

## **Limitation of Authority**

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

## **Waiver of Default**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

## **Application Representations–Misrepresentations or Inaccuracy or Breach**

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

## **Specific Performance**

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

## **Termination and Suspension**

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

**A. For Cause.**

1. The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
  - a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
  - b. If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
  - c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
2. Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
3. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

**B. For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

1. The Sponsor was not in default; or

2. Failure to perform was outside Sponsor's control, fault or negligence.

**C. Rights and Remedies of the RCO.**

1. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
2. In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

**D. Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

1. Suspension: The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all

work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

2. No Waiver. The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

## **Dispute Hearing**

Except as may otherwise be provided in this Agreement , when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

### **Attorneys' Fees**

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

### **Governing Law/Venue**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

### **Severability**

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

## End of Standard Terms and Conditions

This is the end of the Standard Terms and Conditions of the Agreement.

# Special Provisions

## Provisions for Acquisition Projects

The following provisions shall be in force only if the project described in this Agreement is an acquisition project (including projects with any acquisition component):

**Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.

**Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.

**Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.

**Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the funding board project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.

**Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. See WAC 286 or 420. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.

**Assignment of Rights.** The Assignment of Rights document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

**Easements and Leases.** The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

### **Real Property Acquisition and Relocation Assistance.**

- **Federal Acquisition Policies.** When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended, and applicable regulations and procedures of the federal agency implementing that Act.
- **State Acquisition Policies.** When state funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
- **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the Sponsor agrees to provide any housing and relocation assistance required.

- **Buildings and Structures.** In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with Section 8.D Archeological and Cultural Resources.

### **Hazardous Substances.**

- **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
  - No hazardous substances were found on the site, or
  - Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
- **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
- **Hold Harmless.** The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.
- **Requirements for Federal Subawards.** The non-federal entity (Sponsor) must submit reports at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-

through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

## **Long-Term Obligations of the Projects and Sponsors**

**Long-Term Obligations of RCFB Projects.** Sponsor shall comply with WAC 286-13-160, 170, and 180.

**Long-Term Obligations of SRFB Projects.** Sponsor shall comply with WAC 420.

**Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by policy, program rules, or this Agreement, or approved in writing by RCO or the funding board, RCO requires that the project area continue to function as intended after the period of performance in perpetuity.

**Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies.

Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. Also see WAC Title 286 or 420 and applicable policies. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the funding board through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon this Agreement, applicable law and RCFB/SRFB policies.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or

easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided in this Agreement, by funding board policy, other RCO approved written documents, or required by applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per established funding board policies, and the board or RCO may pursue such remedies as are allowed by law and board policies, and/or this Agreement.

## **Provisions for Development, Maintenance, Renovation, and Restoration Projects**

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

**Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted by the board and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration (WAC 286.13.130). It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.

**Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.

Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval of the board or RCO.

**Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure (such as landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement and determines the long-term compliance period unless otherwise approved by the board.

**Nondiscrimination.** Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies." "

**Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009", "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG website. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC website.

## **Provisions for Boating Project Grants**

If requested by RCO, or required per state or federal law or rule with respect to any project or project element that supports recreational boating, Sponsor shall manage the project or project element per federal rules to include 2 C.F.R. Part 200, and place a

United States Coast Guard (or other federal agency) logo and funding program information at the project site.

## **Provisions for Boating Infrastructure Grants**

**Use of Sport Fish Restoration Logo.** Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service's Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

## **Provisions Related to Corporate (Including Nonprofit) Sponsors**

A corporate Sponsor, including any nonprofit Sponsor, shall:

- Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the Sponsor's obligation to the project as identified in the Agreement.
- Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor's obligation to the qualified successor if requirements are met.
- Maintain sites or facilities open to the public and may not limit access to members.

## Provisions for Federal Subawards Only

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section H: FEDERAL FUND Information:

**Sub-Recipient** (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.

**Binding Official.** Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

**Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

**Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the

Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

**Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in Section H: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise

entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended

(33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

**Procurement of Recovered Materials.** A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).

**Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

### **Provisions for Farm and Forest Account Projects (Farmland and Forestland Preservation Projects Only)**

The following sections will not apply to Farmland and Forestland Preservation Projects if covered separately in a recorded RCO approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

- Section 15-Income and Income Use;
- Section 19-Stewardship and Monitoring;
- Section 21-Acknowledgement and Signs;
- Section 24-Provisions Applying To Acquisition Projects, Sub-sections D, F, and G;
- Section 25C-Perpetuity; and
- Section 26-Construction, Operation, Use and Maintenance of Assisted Projects.

## **Provisions for Firearms And Archery Range Recreation Projects Only**

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

**Liability Insurance.** The Sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it carries, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of people who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.

**Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.

**Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement in Section F. LONG-TERM OBLIGATIONS.

**Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.

**Government Agencies.** The requirement of Subsection A through D above shall not apply if the Sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.

**Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

### **Provisions for Land and Water Conservation Fund Projects Only**

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "LWCF Grant Agreement General Provisions" are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

### **Provisions for Salmon Recovery Funding Board Projects Only**

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

### **Provisions for Puget Sound Acquisition and Restoration Projects Only**

The following provisions shall be in force only if the project described in this Agreement is funded in part or wholly from the Puget Sound Acquisition and Restoration program.

The Sponsor agrees to the following terms and conditions:

**Cost Principles/Indirect Costs For State Agencies.** GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In

addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements," if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

**Credit and Acknowledgement.** In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.

**Hotel Motel Fire Safety Act.** Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.

**Drug Free Workplace Certification.** Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.

**Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs that are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except for the extent authorized as a direct cost of carrying out the scope of work.

**Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA).** This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

“You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees’ employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award.”

The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

The federal agency funding this Agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

**Lobbying.** The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities.

The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any Sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

**Reimbursement Limitation.** If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the Sponsor for costs incurred in excess of the RCO approved budget.

**Disadvantaged Business Enterprise Requirements.** The Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.

**Minority and Women's Business Participation.** Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows:

- Purchased Goods 8% MBE 4% WBE
- Purchased Services 10% MBE 4% WBE
- Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

- Include qualified minority and women’s businesses on solicitation lists.
- Assure that qualified minority and women’s business are solicited whenever they are potential sources of services or supplies.
- Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women’s businesses.
- Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women’s businesses.
- Use the services and assistance of the State Office of Minority and Women’s Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

**MBE/WBE Reporting.** In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

- There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
- \$3,000 or more is included for supplies; or
- There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items (a) and (b).

When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor's region. Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators also can answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm).

**Procurement involving an EPA Financial Assistance Agreement.** Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.

Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.

If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.

**Lobbying & Litigation.** By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:

- Certification Regarding Lobbying, EPA Form 6600-06:  
[http://www.epa.gov/ogd/AppKit/form/Lobbying\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf)
- Disclosure of Lobbying Activities, SF LLL:  
[http://www.epa.gov/ogd/AppKit/form/sflllin\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf)
- Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

**Payment to Consultants.** EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients' (Sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for

travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices).

Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is \$602.24 per day \$75.28 per hour.

**Peer Review.** Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

**International Travel (Including Canada).** All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.

**Unliquidated Obligations (ULO).** Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

## **Provisions Applicable Only if Federally Recognized Indian Tribe is the Sponsor**

In the cases where this Agreement is between the funding board (which includes the State of Washington for purposes of this Agreement) and a federally recognized Indian Tribe, the following terms and conditions apply, but only between those parties:

Notwithstanding the above venue provision, if the State of Washington intends to initiate legal action against a federally recognized Indian tribe relating to the performance, breach, or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such an action in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such action in federal court, otherwise the State may sue the Tribe in the Thurston County Superior Court, or such other superior court where venue is proper, if not proper in Thurston County. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the State may bring suit in Thurston County Superior Court or such other superior court where venue is proper, if not proper in Thurston County.

Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such actions under subsection A above, shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers, or employees, or the State of Washington, its agencies, or its officers and employees may exceed the amount of funding awarded under this Agreement.

As requested by RCO, the Tribe shall provide to RCO its governing requirements and procedures for entering into Agreement with RCO and waiving its sovereign immunity. In addition, the tribe shall provide to RCO all authorizations the Tribe requires to authorize the person(s) signing the Agreement on the Tribe's behalf to bind the Tribe and waive the Tribe's sovereign immunity as provided herein.

The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purposes of allowing the State to bring and prosecute to completion such

actions relating to the performance, breach, or enforcement of this Agreement as provided in subsection A above, and to bring actions to enforce any judgment arising from such actions. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the funding board, the RCO, and any other state agencies as the term "agency" is broadly understood to include, but not be limited to, departments, commissions, boards, divisions, bureaus, committees, offices, councils, societies, etc.



## City Council

# Approval of an Ordinance Amending Olympia Municipal Code Related to Development Code Updates to Support Urban Agriculture

**Agenda Date:** 1/13/2026  
**Agenda Item Number:** 6.A  
**File Number:**26-0015

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

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### Title

Approval of an Ordinance Amending Olympia Municipal Code Related to Development Code Updates to Support Urban Agriculture

### Recommended Action

#### Committee Recommendation:

The Land Use and Environment Committee recommends moving to approve on first reading, and forward to second reading, an Ordinance amending OMC Chapters 18.04 and 18.06 to allow urban agriculture as a permissible use in additional zoning districts, as well as amendments clarifying household pets not considered under agricultural use.

#### City Manager Recommendation:

Move to approve on first reading, and forward to second reading, an Ordinance amending OMC Chapters 18.04 and 18.06 to allow urban agriculture as a permissible use in additional zoning districts, as well as amendments clarifying household pets not considered under agricultural use.

### Report

#### Issue:

Whether to approve on first reading, and forward to second reading, an Ordinance amending OMC Chapters 18.04 and 18.06 to allow urban agriculture as a permissible use in additional zoning districts, as well as amendments clarifying household pets not considered under agricultural use.

#### Staff Contact:

Casey Schaufler, Associate Planner, Community Planning and Economic Development,  
360.753.8254

Tim Smith, AICP, Director, Community Planning and Economic Development, 360.570.3915

#### Presenter(s):

Casey Schaufler, Associate Planner, Community Planning & Economic Development

#### Background and Analysis:

In 2020, the Olympia City Council approved a referral to the Land Use and Environment Committee

(LUEC) to review the preservation or mitigation of the loss of farmland. To respond to this referral, the Committee approved convening the Olympia Farmland Work Group. The Work Group initially focused on identifying existing agricultural land within Olympia and its urban growth area. Staff from the Thurston Conservation District completed an analysis combining several data sources. It identified parcels totaling approximately 450 acres of active and potential farmland. The Work Group reported to LUEC in 2021 and 2022, with recommendations for continued work to encourage urban farming in the city.

To carry out some of those recommendations, the City contracted with the Thurston Conservation District for three primary tasks:

1. Expand community gardens,
2. Incentivize urban agriculture and remove barriers in city codes, and
3. Connect private vacant land with potential farmers.

In addition, the Parks, Arts and Recreation Department contracted with a consultant to examine the possibility of an agri-park in Olympia. The consultant's analysis focused on the feasibility of an urban farm park maintained and operated by the City of Olympia. It concluded that "...the City of Olympia lacks the staffing and funding capacity to embark on a full-fledged effort to move [a] farm park forward...[without] increasing staffing capacity to oversee the planning, design and implementation of the project, developing capital and operating funding strategies..."

Additionally, beginning on January 1, 2023 the City of Olympia started an urban agriculture irrigation rate discount program which offers a fifty percent reduction in irrigation water rates for properties with an irrigation meter, with at least fifty percent of land coverage dedicated to agricultural and that is providing food or products for commercial sales, donation to a food bank or for local consumption. To date, five properties are enrolled in the program.

In further support of urban farming, City staff conducted a review of potential barriers to urban agriculture in city codes and presented findings to LUEC in July 2024. The draft ordinance was prepared as a next step and includes code amendments that expand the zoning districts where agriculture is an outright permissible use. This includes community gardens managed and maintained by a group of individuals or a public or not-for profit organization or association; rooftop gardens; vertical agriculture on exterior walls of a building; and hydroponics or other indoor growing methods that are small-scale. Members of LUEC requested that staff clarify concerns regarding whether land use applications would be required for agricultural activities, animal husbandry as an agricultural use, and water accessibility.

The revised proposed ordinance amendments allow agricultural uses as permissible outright and as a primary use; they previously proposed only as a secondary use. It applies the existing definition of Agriculture in OMC 18.02 to all residential zoning districts, and most commercial zoning districts (excludes Auto Services district). Land use approval would not be required unless a substantial revision to an approved site plan is required, or any new nonresidential or nonagricultural use of land is proposed. A new subsection KK to OMC 18.04 clarifies allowances and enclosures for animals, to include beekeeping, as an agricultural use. The household pet language in both OMC Chapters 18.04 and 18.06 is amended to reflect changes in keeping of animals as an agricultural practice, and to align both sections related to household pets.

In March, 2025 Planning and Public Works staff were asked to respond to water accessibility concerns raised by the LUEC during the committee’s July 2024 briefing, including the request to:

- Consider revising the current Urban Agricultural Irrigation Rate Program eligibility requirements to increase the discount rate and to decrease the land coverage requirement,
- Consider the use of fire hydrants as a source of water supply for urban agriculture uses.

**Increase of the discount rate:** Public Works staff are concerned that an increase to the current irrigation rate discount would have impacts on utility revenue, therefore, staff recommend keeping the discount rate at fifty percent. However, in the event an “irrigation meter grant program” is initiated by the City or an outside agency such as the Thurston Conservation District, the Drinking Water Utility would study its ability to provide limited financial support to the program. Offering such a program could increase the number of properties receiving the discount.

**Decrease of the land coverage requirement:** Public Works staff are concerned that revising the land coverage requirement to less than fifty percent could have impacts on utility revenue especially in cases where irrigation water use for food production represents a small portion of the overall irrigation use occurring at a property (e.g. school property with irrigated lawn and limited food production occurring). Additionally, lowering the land coverage requirement could unintentionally open the door to residential customers with large lawns and small areas devoted to food production seeking the irrigation discount. Therefore, staff recommend keeping the land coverage requirement at fifty percent.

**Use of fire hydrants:** Olympia Municipal code addresses the use of fire hydrants for residential and commercial building construction. Occasionally, fire hydrant use is authorized for limited purposes such as short-term irrigation use for City of Olympia construction projects. Therefore, Public Works staff is supportive of the use of fire hydrants for urban agriculture uses, in lieu of an irrigation meter, provided conditions including the following are met:

- The use must be metered and a meter deposit paid.
- Backflow prevention, including testing and ownership of the backflow device is provided by the landowner.
- The use of the fire hydrant would be considered temporary, consistent with the irrigation period of spring through fall.

Additionally, it should be noted that the location of a fire hydrant may not allow for its use as a source of irrigation water if, for example, its use would require a hose or other water conveyance system to cross a public sidewalk, or area used by pedestrians or if the fire hydrant is located across a roadway from the property requesting its use as a source of irrigation water.

Public Works staff also provided feedback related to environmental factors. Public Works manages noxious weeds regulated by Thurston County, one of which is tansy ragwort due to its high/potentially lethal toxicity to livestock. Due to its wide distribution in the area, the City of Olympia has an agreement with Thurston County to prioritize treatment of this weed within 500’ of known sites with livestock. If possible, having a registry of such properties will help City staff prioritize tansy control and keep animals safe.

Livestock is a major contributor of toxic pollution (primarily fecal coliform) in water bodies, which is regulated by Ecology per City National Pollutant Discharge Elimination System (NPDES) stormwater permit and [Total Maximum Daily Load <https://ecology.wa.gov/Water-Shorelines/Water-quality/Water-improvement/Total-Maximum-Daily-Load-process>](https://ecology.wa.gov/Water-Shorelines/Water-quality/Water-improvement/Total-Maximum-Daily-Load-process) (TMDL) policies. It's imperative that urban agriculture uses are consistent with City Critical Areas ordinances to protect streams, wetlands, and other waterbodies from contamination and keep the City in compliance with state law. Understanding this code is more relevant to development, applying a 200' buffer from critical areas for sites with livestock is highly recommended.

The Olympia Planning Commission received a briefing on proposed urban agriculture code amendments on April 7, 2025. Discussion included concerns about nuisance smells from agricultural uses to adjacent properties, setbacks for animal enclosures, and beekeeping practices. A public hearing on proposed amendments for urban agriculture was held on May 5, 2025. No written public comment was received, nor did anyone attend to provide oral testimony. Upon closing the public hearing, Planning Commissioners deliberated on the proposed amendments. Deliberations largely reflected concerns raised at the April 7 briefing. The Planning Commission voted unanimously to recommend approval of the proposed changes with revisions addressing these concerns and are outlined in the attached comment letter.

The Land Use & Environment Committee reviewed the revised urban agriculture amendments at their meeting on May 22, 2025. Committee members concurred with the recommendations from the Planning Commission. One additional change was made under to remove "aesthetic impacts" from the nuisance and welfare enforcement section. Committee members expressed concerns that "aesthetic impacts" was a personally subjective criteria that would present difficulties for Community Planning & Economic Development's Code Enforcement.

Additional changes were made to the "traditional pets" definition following consultation with City legal services.

#### **Climate Analysis:**

The Thurston Climate Action Plan includes a key strategy to support agricultural practices that sequester carbon. Appropriate land management practices have been shown to increase the rate of carbon stored in plants and soils. The goal of the draft ordinance is to encourage urban farming and potentially play a role in offsetting the community's greenhouse gas emissions. Additionally, growing food locally reduces the amount of transportation necessary to deliver it to local community members.

#### **Equity Analysis:**

The Olympia Urban Farmland Work Group's report included analysis of access to local food. It showed some areas of the city that do not have equitable opportunities to access local food. The draft ordinance encourages urban farming and potentially helps increase access in these areas. While currently the number of landowners participating in the Urban Agricultural Irrigation Rate Discount Program is low, increased participation could disproportionately impact lower income water utility customers as the decrease in revenue from the discount program would need to be off set by an increase in rates from other customers.

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

There is significant interest in urban agriculture in the community. This is reflected in the City of

Olympia Comprehensive Plan, Sustainable Thurston Plan and the Regional Climate Adaption and Mitigation Plans.

**Financial Impact:**

The City's contract with the Thurston Conservation District included staff time to conduct a review of potential barriers to urban agriculture as a matching contribution under the contract. Staff time to process the code amendments in the draft ordinance will be covered by the Department's annual budget.

**Options:**

1. Move to approve on first reading, and forward to second reading, an Ordinance amending OMC Chapters 18.04 and 18.06 to allow urban agriculture as a permissible use in additional zoning districts, as well as amendments clarifying household pets not considered under agricultural use.
2. Approve the ordinance amending OMC Chapters 18.04 and 18.06 to allow urban agriculture as a permissible use in additional zoning districts, as well as amendments clarifying household pets not considered under agricultural use with additional amendments.
3. Do not adopt amendments to OMC Chapters 18.04 and 18.06 to allow urban agriculture as a permissible use in additional zoning districts, as well as amendments clarifying household pets not considered under agricultural use.

**Attachments:**

Ordinance  
OPC Recommendation Letter  
Olympia Farmland Workgroup Policy Recommendations  
Urban Farm Park 2024 Feasibility Study Report

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

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING TITLE 18, UNIFIED DEVELOPMENT CODE, OF THE OLYMPIA MUNICIPAL CODE, RELATED TO AGRICULTURAL LAND USES**

**WHEREAS**, the City of Olympia Comprehensive Plan Goal GL 25 encourages local food production to increase self-sufficiency, reduce environmental impacts, promote health and the humane treatment of animals, and support the local economy; and

**WHEREAS**, in 2020 the Olympia City Council enacted a referral to an Olympia Farmland Work Group consisting of members from the City of Olympia, Thurston Conservation District, and Community Farmland Trust; and

**WHEREAS**, the Work Group’s purpose was to make recommendations to address the loss of urban agriculture and regional farmland, and to increase access to urban agriculture and further the City policy to collaborate with community partners to ensure that everyone in Olympia is within biking or walking distance of a place to grow food; and

**WHEREAS**, the Work Group presented its first phase of analysis to the City Council’s Land Use and Environment Committee in July 2021, and the second phase including policy recommendations in July 2022; and

**WHEREAS**, one of the Work Group’s policy recommendations is to incentivize urban agriculture and remove barriers in City Code; and

**WHEREAS**, an analysis of the Olympia Unified Development Code (Olympia Municipal Code Title 18) by City staff identified several potential barriers to urban agriculture in parts of the City of Olympia; and

**WHEREAS**, the potential barriers identified included that some zoning districts did not allow agriculture as a permitted use, which also created potential barriers against adding supporting agricultural structures on existing agricultural uses; and

**WHEREAS**, the code amendments to Title 18 are consistent with the Olympia Comprehensive Plan and other chapters of Title 18 OMC; and

**WHEREAS**, the Olympia Planning Commission reviewed these proposed code amendments and held a public hearing on May 5, 2025, and recommended approval of this ordinance with revision; and

**WHEREAS**, the Olympia Land Use and Environment Committee reviewed these proposed code amendments on May 22, 2025, and recommends approval with revision; and

**WHEREAS**, the Attorney General Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property (October 2024) was reviewed and used by the City in objectively evaluating the proposed subarea plan;

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

**Section 1. Amendment of OMC 18.04. Olympia Municipal Code Chapter 18.04.040 Table 4.01 is hereby amended to read as follows:**

**18.04.040 TABLES: Permitted and Conditional Uses**

**TABLE 4.01  
PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
District-Wide Regulations							18.04.060 (N,Q)	18.04.060 (N,Q)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N,BB)		18.04.060 (N)	
<b>1. SINGLE-FAMILY HOUSING</b>															
Accessory Dwelling Units	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(A)
Co-Housing	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(F)
Cottage Housing				P	P	P	P	P	P	P	P	P	P	P	18.04.060(H)
Manufactured/Mobile Home Parks (Rental Spaces)								C	C	C			C		18.04.060(P)
Manufactured Homes	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(O)
Single-family Residences	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Townhouses	P	P		P	P	P	P	P	P	P	P	P	P	P	18.64
Short-Term Rentals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(JJ)
<b>2. MULTIFAMILY HOUSING</b>															
Apartments				P			P	P	P	P	P	P		P	18.04.060(N)

**TABLE 4.01  
PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Courtyard Apartments						P									18.04.060(II)
Boarding Homes				P				P	P	P					
Collegiate Greek system residences	P			P				P	P	P					
Dormitories	P			P				P	P	P	P	P		P	
Duplexes - Existing	P	P		P	P	P	P	P	P	P	P	P	P	P	18.04.060(J)
Duplexes	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Duplexes on Corner Lots	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(HH)
Triplexes			P	P	P	P	P	P	P	P	P	P		P	
Fourplexes			P		P	P	P	P	P	P	P	P		P	
Sixplexes						P									
Group Homes with 6 or Fewer (or up to 8 with DSHS approval) Clients and Confidential Shelters	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(K)
Group Homes with 7 or More Clients	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(K)
Lodging Houses									P	P	P	P		P	
Nursing/Convalescent Homes	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(S)

**TABLE 4.01  
PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Retirement Homes				P			P	P	P	P	P	C		P	
Transitional Housing, Permanent Supportive Housing	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
<b>3. COMMERCIAL</b>															
Child Day Care Centers		C	C	C	C	C	C	P	P	P	P	P	C	P	18.04.060(D) 18.04.060(AA)
Commercial Printing												P			
Drive-In and Drive-Through Businesses -- Existing												P			18.04.060(J)
Food Stores											P	P		P	18.04.060(AA)
Hardware Stores												P			
Home Occupations (including Adult Day Care, Elder Care Homes, Family Child Care Homes, Short-Term Rentals – Homestays, and Bed & Breakfast Houses)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L)
Hospice Care	C			C			C	C	C	C	C	C		C	18.04.060(M)
Laundries											P	P		P	18.04.060(AA)

**TABLE 4.01  
PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Nursery (Retail and/or Wholesale Sales)	C	C	C	C	C	C	C	C	C	C			C		18.04.060(G)
Offices												P		P	18.04.060(AA)(2)
Personal Services												P			
Pharmacies												P			
Restaurants, without Drive-In and Drive-Through												P			
Servicing of Personal Apparel and Equipment												P			
Specialty Stores												P			
Veterinary Clinics - Existing	P	P		P	P	P							P		18.04.060(J)
Veterinary Clinics	P														
<b>4. ACCESSORY USES</b>															
Accessory Structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(B)
Electric Vehicle Infrastructure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(GG)

**TABLE 4.01  
PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Garage/Yard/Rummage or Other Outdoor Sales	P	P		P	P	P	P	P	P	P	P	P	P	P	5.24
Large Garages			C		C	C	C	C	C	C	C	C	C	C	18.04.060(B)
Residence Rented for Social Event, 7 times or more in 1 year	C	C		C	C	C	C	C	C	C	C		C	C	
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
<b>5. RECREATIONAL USES</b>															
Community Parks & Playgrounds	C	C	C	C	C	C	C	C	C	C	P	P	C	P	18.04.060(T)
Country Clubs	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Golf Courses		C	C		C	C	C	C	C	C			C		
Neighborhood Parks	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Open Space - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Racing & Performing Pigeons		C	C	C	C	C				C	C		C	C	18.04.060(Y)
Stables, Commercial and Private Existing		C		C	C										18.04.060(J)
Trails - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)

**TABLE 4.01  
PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
<b>6. AGRICULTURAL USES</b>															
Agricultural Uses	P	P	P	P	P	P	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>	P	<u>P</u>	18.04.060.KK
Greenhouses, Bulb Farms	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(G)
<b>7. TEMPORARY USES</b>															
Emergency Housing	P	P	P	P	P	P	P	P	P	P			P		18.04.060(DD)
Emergency Housing Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.50
Model Homes	P	P	P	P	P	P	P	P	P	P	P		P	P	18.04.060(DD)
Residence Rented for Social Event, 6 times or less in 1 year	P	P	P	P	P	P	P	P	P	P	P		P	P	18.04.060(DD)
Wireless Communication Facility	P	P		P	P	P	P	P	P	P	P	P	P	P	18.44.060
<b>8. OTHER</b>															
Animals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(C)
Cemeteries		C	C		C	C	C	C	C	C			C		18.04.060(E)
Community Clubhouses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Crisis Intervention	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(I)

**TABLE 4.01  
PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Historic House Museum		C	C	C	C	C	C	C	C	C	C	C	C	C	
Parking Lots and Structures				C							P	P			18.38.220 and .240
Places of Worship	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(U)
Public Facilities	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(V)
Public Facilities - Essential	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(W)
Radio, Television and Other Communication Towers	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.44.100
Schools	C			C	C	C	C	C	C	C	C		C	C	18.04.060(CC)
Social Organizations											P	P		C	
Mineral Extraction - Existing					C		C								18.04.060(J)
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communication Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44
Workshops for Disabled People	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(R)

**LEGEND**

P = Permitted Use	C = Conditional Use		
R1/5 = Residential - 1 Unit Per 5 Acres	R-4 = Residential - 4	R-4CB = Residential - 4 Units per Acre	RLI = Residential Low Impact
R 4-8 = Residential 4-8	R 6-12 = Residential 6-12	MR 7-13 = Mixed Residential 7-13	MR 10-18 = Mixed Residential 10-18
RM 18 = Residential Multifamily - 18	RM 24 = Residential Multifamily - 24	RMH = Residential Multifamily High Rise	RMU = Residential Mixed Use
MHP = Manufactured Housing Park	UR = Urban Residential		

**Section 2. Amendment of OMC 18.04. Olympia Municipal Code Chapter 18.04.060 subsection (C) is hereby amended to read as follows:**

~~C.—ANIMALS/PETS:~~

~~Pets and other animals are allowed in all residential districts subject to the following requirements:~~

- ~~1.—Traditional Pets. No more than a total of three traditional pets, such as dogs and cats, as well as potbelly pigs, four months of age or older, shall be permitted per dwelling unit. Song birds or other traditional pet birds (e.g., parrots) are permitted. The keeping of racing and performing pigeons is permitted as a conditional use. (Traditional pets are defined as a species of animals which can be housebroken, or walked on a leash, or are frequently, but not necessarily, housed within a residence and are neither obnoxious nor a public safety or health threat.)~~
- ~~2.—Fowl:
  - ~~a.—Lots one acre or less are allowed up to five ducks or female chickens. Lots greater than one acre are allowed one additional duck or female chicken for every additional one thousand square feet of lot area beyond one acre, up to ten ducks or female chickens.~~
  - ~~b.—Chickens and ducks shall be confined within a suitably fenced area large enough for appropriate exercise.~~
  - ~~c.—Suitable sanitary structures (coops) shall be provided and must be designed to protect fowl on all sides from weather, predators and to prevent rodents.~~
  - ~~d.—Roosters, geese and turkeys are prohibited.~~~~
- ~~3.—Other Animals:
  - ~~a.—Swine, other than potbelly pigs, and non miniature goats, are prohibited.~~
  - ~~b.—Rabbits of breeding age are permitted with the following conditions:
    - ~~i.—Lots of one quarter acre or less are allowed up to five rabbits.~~
    - ~~ii.—Lots greater than one quarter acre are allowed one additional rabbit for every additional one thousand square feet of lot area beyond one quarter acre, up to ten rabbits.~~
    - ~~iii.—Rabbits must have a minimum 3.5 square feet of hutch space per rabbit.~~
    - ~~iv.—Structures housing rabbits must be designed to protect rabbits on all sides from weather, predators and to prevent other rodents.~~~~
  - ~~c.—Miniature goats, commonly known as pygmy and dwarf, are permitted with the following conditions:
    - ~~i.—Lots between five thousand square feet and one acre in size are allowed up to two miniature goats.~~
    - ~~ii.—Lots greater than one acre are allowed one additional miniature goat for every additional one thousand square feet of lot area beyond one acre, up to six miniature goats.~~
    - ~~iii.—Miniature goats shall be confined within a suitably fenced area, large enough for appropriate exercise.~~~~~~

- iii. ~~Structures housing miniature goats must be designed to protect them on all sides from weather and predators and to prevent rodents.~~
- d. ~~The keeping of other agricultural animals, which are not specifically prohibited in this section, is permitted, provided that:~~
  - i. ~~There shall be no more than one animal per acre, in addition to the permitted animals/pets referenced above; and~~
  - ii. ~~Such animals shall be confined within a suitably fenced area, large enough for appropriate exercise, which shall be located no closer than fifty feet from any property line; and~~
  - iii. ~~The keeping of such other animals does not constitute a nuisance or hazard to the peace, health or welfare of the community in general and neighbors in particular.~~
  - iv. ~~Structures housing such other animals must be designed to protect them on all sides from weather and predators and to prevent rodents.~~

### C. ANIMALS/PETS.

Animals are allowed in all residential districts subject to the following requirements:

No more than six pet animals, and no more than three of any species, are permitted per dwelling unit. Pet animals under four months of age are not subject to, and do not count towards, this limitation on the number of pet animals. Small pet animals, such as small mammals, aquarium fish, reptiles, spiders, and insects, that are kept in enclosures, such as pens, cages, aquariums, and terrariums, within the dwelling unit, are not subject to, and do not count towards, this limitation on the number of pet animals. The keeping of racing and performing pigeons is permitted as a conditional use. "Pet animal" means any animal that has commonly been kept as a pet in family households in the United States, such as dogs, cats, guinea pigs, rabbits, hamsters, and aquarium fish. This term also includes pet birds kept in indoor cages in the dwelling unit, such as canaries, cockatiels, lovebirds, budgerigar parakeets, and parrots. This term excludes exotic animals, wild animals, and farm animals as those terms are defined by the United States Department of Agriculture in 9 Code of Federal Regulations (CFR) 1.1.) All other animals are permitted in residential districts only if the requirements of agricultural uses as provided in 18.04.060 (KK) are met. The keeping of animals other than as permitted in this section is prohibited.

**Section 3. Amendment of OMC 18.04. Olympia Municipal Code Chapter 18.04.060 is hereby amended to add a new subsection (KK) as follows:**

### KK. AGRICULTURE.

Agricultural uses, as defined in OMC 18.02.180, are allowed as a primary or accessory use in all zoning districts except Auto Services and Industrial zones, pursuant to the following:

1. Lots two acres in size and larger are allowed one USDA Animal Unit (AU) per acre.
2. Lots one-quarter acre and smaller are allowed up to five ducks or female chickens. Lots between one-quarter acre and one acre are allowed up to nine ducks or female chickens. Lots one acre and larger are allowed up to ten ducks or female chickens plus one additional duck or female chicken for every additional one thousand square feet of lot area up to two acres.
  - a. Chickens and ducks must be confined within a suitably fenced area large enough for appropriate exercise.
  - b. Roosters, geese, peacocks, and other similar loud fowl are prohibited.

3. Rabbits, quail, miniature goats, and turkeys are allowed in addition to the ducks and chickens allowed in subsection (KK)(2) of this section subject to the following restrictions:
  - a. Rabbits. Lots one-quarter acre and smaller are allowed up to five rabbits. Lots between one-quarter acre and one acre are allowed one additional rabbit for every additional one thousand square feet of lot area beyond one-quarter acre, up to ten rabbits. Lots one acre and larger are allowed ten rabbits plus one additional rabbit for every additional one thousand square feet of lot area beyond one acre.
  - b. Female Quail. Lots one-quarter acre and smaller are allowed up to five female quail. Lots between one-quarter acre and one acre are allowed one additional female quail for every additional one thousand square feet of lot area beyond one-quarter acre, up to ten rabbits. Lots one acre and larger are allowed ten female quail plus one additional female quail for every additional one thousand square feet of lot area beyond one acre.
  - c. Miniature Goats. Lots between 5,000 square feet and one acre in size are allowed up to two miniature goats. Lots one acre and larger are allowed one additional miniature goat for every additional 1,000 square feet of lot area beyond one acre, up to six miniature goats.
  - d. Up to four turkeys are allowed on lots at larger than one acre in size.
4. Agricultural animal enclosures, both temporary and permanent, shall must be no less than 10 feet from all property lines and are not permitted in setback areas.
5. Beekeeping is allowed outright as an agricultural use, when registered with the State Department of Agriculture according to provisions of RCW 15.60.021, provided that:
  - a. "Bees" means adult insects, eggs, larvae, pupae, or other immature stages of the species Apis mellifera.
  - b. A maximum of four hives, each with only one swarm, are allowed on lots of less than ten thousand square feet.
  - c. Hives may not be located within 25 feet of any lot line, provided this distance may be reduced to 10 feet if strategies are employed to require bees to gain elevation before crossing the property line. This may include elevation changes of eight feet or more above the grade immediately adjacent to the grade of the lot on which the hives are located or behind a solid fence or hedge six feet high parallel to any lot line within 25 feet of a hive and extending at least twenty feet beyond the hive in both directions.
6. Suitable sanitary enclosures (such as coops, barns, and hives) must be provided and must be designed to protect animals on all sides from weather, predators, and to prevent rodents. All animals shall must also be confined within a suitably fenced area large enough for appropriate exercise.
7. The acreage total includes contiguous parcels that are also being utilized by the same agriculture operation. In instances where agricultural uses utilize parcels that are not contiguous, they are to be considered separate uses for the size calculation. For the purposes of this calculation, lots on opposite sides of a public right-of-way are not to be considered contiguous.
8. Fences must meet the requirements listed in OMC Chapter 18.40.

9. The management of agricultural uses under this section shall must adhere to the required best management practices (BMPs) and other provisions described in the City of Olympia Drainage Design and Erosion Control Manual. In the event the city has determined the agricultural uses cause a detrimental impact to water quality, additional best management practices may be required, which may include the development of a farm conservation plan, at the direction of the public works director or designee, including cessation of uses, as necessary to restore water quality and protect public health.
10. The keeping of animals for agricultural uses as listed above is allowed provided that the keeping of such other animals does not constitute a nuisance or hazard to the peace, health, or welfare of the community in general and neighbors in particular. Nuisances include:
  - a. Excessive noise.
  - b. Excessive odors from poor care and clean-up of animal waste.
  - c. Pest problems from improper feeding techniques.
  - d. Other issues that are significantly disruptive to the neighborhood or significantly distract from the quality and enjoyment of the neighborhood environment.

**Section 4. Amendment of OMC 18.06. Olympia Municipal Code Chapter 18.06.040 Table 6.01 is hereby amended to read as follows:**

18.06.040 TABLES: Permitted and Conditional Uses

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

COMMERCIAL DISTRICT	NR	PO/RM	GC	MS	UW	UW-H	DB	A S	CSH	HDC-1	HDC-2	HDC-3	HDC-4	APPLICABLE REGULATIONS
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)						18.130.020	
<b>1. EATING &amp; DRINKING ESTABLISHMENTS</b>														
Drinking Establishments			P		P	P	P		C 18.06.060(P)		P	P	P	
Drinking Establishments - Existing		P 18.06.060 (GG)				P								
Restaurants, with drive-in or drive-through			P 18.06.060 (F)(3)								C 18.06.060 (F)(1)	C 18.06.060 (F)(1)	P 18.06.060 (F)(3)	
Restaurants, with drive-in or			P				P 18.06.060(U)					C	P	

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
drive-through, existing														
Restaurants, without drive-in or drive-through	P 18.06.060 (U)(3)	C	P	P 18.06.060 (U)(2)	P	P	P 18.06.060 (U)(1)	P	P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060(H) H	18.06.060 (F)(2)							
<b>2. INDUSTRIAL USES</b>														
Industry, Heavy														
Industry, Light			C		P/C 18.06.060(N)									
On-Site Treatment & Storage Facilities for Hazardous Waste					P 18.06.060(Q)									
Piers, Wharves, Landings					P									

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Printing, Industrial			C		P/C 18.06.060 (N)									
Publishing		C	C		P		P		C	C				
Warehousing			P		P/C 18.06.060 (AA)		P							
Welding & Fabrication			C		P/C 18.06.060 (N)		P							
Wholesale Sales		C	P		P/C	P		P		P	18.06. 060 (BB)(2)			
Wholesale Products Incidental to Retail Business			P		P	P						P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060(F)(2)	18.06. 060(H H)	18.06. 060(F)(2)							
<b>3. OFFICE USES (See also</b>														

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
<b>SERVICES, HEALTH)</b>														
Banks		P	P		P/C 18.06. 060(D)(2)	P 18.06. 060 (D)(2)	P/C 18.06. 060 (D)(2)	P	P	P	P	P 18.06. 060 (D)(1)	P 18.06. 060 (F)(3)	
Business Offices		P	P		P	P	P	P	P	P	P	P	P	
Government Offices		P	P		P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060(F)(2)	18.06. 060(H H)	18.06. 060(F)(2)							
<b>4. RECREATION AND CULTURE</b>														
Art Galleries	P	P	P		P	P	P		P	P	P	P	P	
Auditoriums and Places of Assembly			P		P	P	P					P	P	
Boat Clubs					P	P								
Boating Storage Facilities					P			P						

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Commercial Recreation		C	P		P	P	P	P		C	C	P	P	
Health Fitness Centers and Dance Studios	P	P 18.06.060 (L)	P	P	P	P	P	P	P	P 18.06.060 (L)	P 18.06. 060(L)	P	P	
Libraries	C	C	C	C	P	P	P		P	C	P	P	P	18.04.060(V)
Marinas/Boat Launching Facilities					P 18.06.060 (CC)	P								
Museums		C	P		P	P	P		P	C	C	P	P	18.04.060(V)
Parks, Neighborhood	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)
Parks & Playgrounds, Other	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)
Theaters (Drive-in)			C											
Theaters (No drive-ins)			P		P	P	P				C	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060(F)(2)	18.06.060(H) H)	18.06.060(F)(2)							

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
<b>5. RESIDENTIAL</b>														
Apartments		P	P	P	P	P	P		P	P	P	P	P	
Apartments above ground floor in mixed use development	P	P	P	P	P	P	P		P	P	P	P	P	
Boarding Houses		P	P	P	P	P	P		P	P	P	P	P	
Co-Housing		P	P			P	P			P	P		P	
Collegiate Greek system residence, dormitories		C	P	P	P	P	P		P	C	P	P	P	
Duplexes	P	P	P	P			P		P	P	P		P	
Duplexes on Corner Lots	P	P	P	P			P		P	P	P	P	P	18.04.060 (HH)
Group Homes (6 or less or up to 8 with DSHS approval)	P	P	P 18.06. 060(K)	P	P	P	P 18.06. 060(K)		P	P	P	P 18.06. 060(K)	P 18.06. 060(K)	18.04.060(K)

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Group Homes (7 or more)	C	C	C 18.06.060(K)	C	C	C	C 18.06.060(K)		C	C	C	C 18.06.060(K)	P 18.06.060(K)	18.04.060(K)
Mobile or Manufactured Homes Park - Existing		C	C	C						C			C	18.04.060(P)
Quarters for Night Watch person/Caretaker					P	P								
Retirement Homes		P	P	P	P	P	P		P	P	P	P	P	
Single-Family Residences	P	P	P	P			P		P	P	P	P	P	
Single Room Occupancy Units		P	P	P	P	P	P		P	P	P	P	P	
Townhouses	P	P	P	P		P	P		P	P	P	P	P	
Triplexes, Fourplexes, and Cottage Housing	-	P		-						-	-	-	P	

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Transitional Housing, Permanent Supportive Housing	P	P	P	P	P	P	P		P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060(F)(2)	18.06.060(H)	18.06.060(F)(2)							
<b>6. RETAIL SALES</b>														
Apparel and Accessory Stores			P		P	P	P					P	P	
Boat Sales and Rentals			P		P	P	P	P					P	
Building Materials, Garden and Farm Supplies	P		P		P	P	P					P	P	
Commercial Greenhouses, Nurseries, Bulb Farms	C	C 18.04.060 (G)	C	C					C		P	P		18.04.060(G)

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Electric Vehicle Infrastructure	P	P	P	P	P 18.06.060 (W)	P 18.06. 060 (W)	P 18.06. 060(W)	P	P	P	P	P	P	
Food Stores	P	P 18.06.060 (H)	P		P	P	P		P	P 18.06.060 (H)	P	P	P	
Furniture, Home Furnishings, and Appliances			P		P	P	P				P	P	P	
Gasoline Dispensing Facilities accessory to a permitted use	P 18.06. 060 (W)(4)		P		P 18.06.060 (W)		P 18.06.060 (W)(2)	P				P 18.06.060 (W)	P 18.06. 060 (W)	
Gasoline Dispensing Facility accessory to a permitted use - Existing	P 18.06. 060(W)		P		P 18.06.060 (W)		P 18.06.060 (W)				P	P 18.06.060 (W)	P	
General Merchandise Stores	P	P 18.06.060 (J)	P		P	P	P			P 18.06.060 (J)	P	P	P	

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Mobile, Manufactured, and Modular Housing Sales			P											
Motor Vehicle Sales			P				P	P					P	
Motor Vehicle Supply Stores			P		P	P	P	P			P	P	P	
Office Supplies and Equipment		P 18.06.060 (DD)	P		P	P	P		P	P 18.06.060 (DD)	P	P	P	18.06.060 (CC)
Pharmacies and Medical Supply Stores	P	P 18.06.060 (EE)	P	P	P	P	P		P	P 18.06.060 (EE)	P	P	P	18.06.060 (DD)
Specialty Stores	P 18.06.060 (Y)(3)	P 18.06.060 (Y)(4)	P	C 18.06.060 (Y)(2)	P	P	P			P 18.06.060 (Y)(4)	P	P 18.06.060 (Y)(1)	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
<b>7. SERVICES, HEALTH</b>														

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Hospitals				P			P		P					
Nursing, Congregate Care, and Convalescence Homes	C	P	C	P			C		C	C	C	P	P	18.04.060(S)
Offices, Medical		P	P	P	P	P	P	P	P	P	P	P	P	
Veterinary Offices/Clinics		P	P	P			P			P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060(F)(2)	18.06.060(HH)	18.06.060(F)(2)							
<b>8. SERVICES, LODGING</b>														
Bed & Breakfast Houses (1 guest room)	P	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)	P	P	P			P	P	P	P	18.04.060(L)(3)(c)
Bed & Breakfast Houses (2 to 5 guest rooms)	C	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)	P	P	P		C	P	P	P	P	18.04.060(L)(3)(c)

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Short-Term Rentals – Vacation Rentals	P	P	P	P	P	P	P		P	P	P	P	P	
Hotels/Motels			P	C	P		P		P				P	
Indoor Emergency Shelters, Indoor Emergency Housing			P	C	P		P		P				P	
Lodging Houses		P	P	P	P		P		P	P	P	P	P	
Recreational Vehicle Parks			P										P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
<b>9. SERVICES, PERSONAL</b>														
Adult Day Care Home	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)(3)(b)
Child Day Care Centers	C	P	P	P	P	P	P		P	P	C	P	P	18.04.060(D)

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Crisis Intervention	C	P	C	P			P		C	P	C	C	C	18.04.060(I)
Family Child Care Homes	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Funeral Parlors and Mortuaries		C	P				P			C		P	P	
Laundries and Laundry Pick-up Agencies	P	P	P	P	P	P	P			P 18.06.060 (O)	P 18.06.060 (O)	P 18.06.060 (O)	P	
Personal Services	P	P	P	P	P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060(F)(2)	18.06.060(HH)	18.06.060(F)(2)							
<b>10. SERVICES, MISCELLANEOUS</b>														
Auto Rental Agencies			P		P	P	P	P			C	P	P	
Equipment Rental Services, Commercial			P		P		P				P	P	P	

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Equipment Rental Services, Commercial - Existing		P 18.06.060 (FF)												
Ministorage			P				P							
Printing, Commercial	P	P	P		P	P	P		P	P	P	P	P	
Public Facilities (see also Public Facilities, Essential on next page)	C	C	C	C	P	C	P	P	P	C	C	C	C	18.04.060(V)
Radio/T.V. Studios		P	P		P	P	P		P	P	P	P	P	
Recycling Facilities	P	P	P	P	P		P		P	P	P	P	P	18.06.060(V)
School - Colleges and Business, Vocational or Trade Schools		C	P		P	P	P		P	C	C	C	P	18.06.060(X)
Service and Repair Shops			P				P	P				P	P	

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Service Stations/Car Washes			P				P 18.06.060 (W)	P				P 18.06.060 (W)	P 18.06.060 (W)	
Service Stations/Car Washes - Existing			P		P 18.06.060 (W)		P 18.06.060 (W)				P	P 18.06.060 (W)	P 18.06.060 (W)	
Servicing of Personal Apparel and Equipment	P	P	P		P	P	P			P	P	P	P	
Truck, Trailer, and Recreational Vehicle Rentals			P					P						
Workshops for Disabled People	C	C	C	C	P	C	P		C	C	C	C	C	18.04.060(R)
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
<b>11. PUBLIC FACILITIES, ESSENTIAL</b>														
Airports			C										C	18.06.060(G)

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Inpatient Facilities		C	C	C 18.06.060(G)	C		C		C	C	C	P	P	18.06.060(G) 18.04.060(K)
Jails			C		C		C		C				C	18.06.060(G)
Mental Health Facilities			C	C 18.06.060(G)	C		C						C	18.06.060(G) 18.04.060(K)
Other Correctional Facilities		C	C	C 18.06.060(G)	C	C	C		C	C	C	C	C	18.06.060(G)
Other facilities as designated by the Washington State Office of Financial Management, except prisons and solid waste handling facilities		C	C		C		C			C	C	C	C	18.06.060(G)
Radio/TV and Other Communication	C	C	C	C	C	C	C	C	C	C	C	C	C	18.06.060(G) 18.44.100

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Towers and Antennas														
Sewage Treatment Facilities	C	C	C	C	P		P		C	C	C	C	C	18.06.060(G) 18.04.060(X)
State Education Facilities		C	C		C		C		C	C	C	C	C	18.06.060(G) 18.06.060(X)
State or Regional Transportation Facilities	C	C	C	C	C	C	C		C	C	C	C	C	18.06.060(G)
District-Wide Regulations	18.06.060(R)				18.06.060(F)(2)	18.06.060(HH)	18.06.060(F)(2)							
<b>12. TEMPORARY USES</b>														
Entertainment Events			P		P	P	P						P	
Off Site Contractor Offices	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(D) D)

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Emergency Housing	P	P	P	P	P			P	P	P	P	P	P	18.04.060(D D)
Emergency Housing Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	18.50
Fireworks, as determined by Fire Dept.			P		P	P	P				P	P	P	9.48.160
Mobile Sidewalk Vendors		P	P	P	P	P	P			P	P	P	P	
Parking Lot Sales			P		P	P	P	P			P	P	P	
Residences Rented for Social Event (6 or less in 1 year)	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(D D)
Residences Rented for Social Event (7 or more in 1 year)	C	C	C	C	C	C	C		C	C	C	C	C	
Temporary Surface Parking Lot		P	P		P	P	P		P					

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
<b>13. OTHER USES</b>														
Accessory Structures/Uses	P	P	P	P	P	P	P	P	P	P	P	P	P	
Adult Oriented Businesses			P										P	18.06.060(B)
Agriculture	P	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>		P	P	P	P	P	<u>18.04.060.KK</u>
Animals	P	P	P	P	P	P	P		P	P	P	P	P	18.06.060(C)
Cemeteries	C	C	C	C					C	C	C		C	
Conference Center			P		P	P	P						P	
Gambling Establishments			C											
Garage/Yard/Rummage and Other Outdoor Sales	P	P	P	P	P	P	P		P	P	P	P	P	5.24

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Home Occupations	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Parking Facility, Commercial		P	P		P	P	P 18.06.060 (S)			P	P	P 18.06.060 (S)	P	18.04.060(V)
Places of Worship	C	C	P	C	P	P	P		C	C	C	P	P	18.04.060(U)
Racing Pigeons	C	C	C	C					C	C	C	C	C	18.04.060(Y)
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
Schools	C	C	P	C	C	C	C		C	C	C	P	P	18.04.060(CC)
Social Organizations		P	P		P	P	P		P/C 18.06.060 (I)	P	P	P	P	
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communications Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44

<b>LEGEND</b>			
P = Permitted Use	PO/RM = Professional Office/Residential Multifamily	GC = General Commercial	HDC-1=High Density Corridor-1
MS = Medical Services		UW = Urban Waterfront	HDC-2=High Density Corridor-2
DB = Downtown Business	AS=Auto Services	UW-H = Urban Waterfront-Housing	HDC-3=High Density Corridor-3
C = Conditional Use	NR = Neighborhood Retail	CSH = Commercial Services-High Density	HDC-4=High Density Corridor-4

**Section 5. Amendment of OMC 18.06. Olympia Municipal Code Chapter 18.06.060 subsection (C) is hereby amended to read as follows:**

~~C. Animals. All Commercial Districts:~~

- ~~1. Quantity. No more than three (3) pets, such as dogs, cats, hens, and untraditional pets (e.g., potbelly pigs and rabbits), four (4) months of age or older, shall be permitted per dwelling unit. (Traditional pets are defined as a species of animals which can be house broken, or walked on a leash, or are frequently, but not necessarily, housed within a residence and are neither obnoxious nor a public safety or health threat.)~~
- ~~2. Birds. Song birds or other traditional pet birds (e.g., parrots) are permitted. Fowl, such as roosters, ducks and geese, are prohibited. [NOTE: The keeping of racing and performing pigeons is permitted as a conditional use.]~~
- ~~3. Other Animals. Swine, other than potbelly pigs, and goats are prohibited. The keeping of other animals and pets, which are not specifically prohibited in this section is permitted, provided that:
  - ~~a. There shall be no more than one (1) animal per acre, in addition to those animals/pets permitted in Subsection C.1 above; and~~
  - ~~b. Such animals shall be confined within a suitably fenced area which shall be located no closer than fifty (50) feet from any property line; and~~
  - ~~c. The keeping of such animals does not constitute a nuisance or hazard to the peace, health or welfare of the community in general and neighbors in particular.~~~~

C. ANIMALS/PETS.

Animals are allowed in all commercial districts subject to the following requirements:

No more than six pet animals, and no more than three of any species, are permitted per dwelling unit. Pet animals under four months of age are not subject to, and do not count towards, this limitation on the number of pet animals. Small pet animals, such as small mammals, aquarium fish, reptiles, spiders, and insects, that are kept in enclosures, such as pens, cages, aquariums, and terrariums, within the dwelling unit, are not subject to, and do not count towards, this limitation on the number of pet animals. The keeping of racing and performing pigeons is permitted as a conditional use. ("Pet animal" means any animal that has commonly been kept as a pet in family households in the United States, such as dogs, cats, guinea pigs, rabbits, hamsters, and aquarium fish. This term also includes pet birds kept in indoor cages in the dwelling unit, such as canaries, cockatiels, lovebirds, budgerigar parakeets, and parrots. This term excludes exotic animals, wild animals, and farm animals as those terms are defined by the United States Department of Agriculture in 9 Code of Federal Regulations (CFR) 1.1.) All other animals are permitted in commercial districts only if the requirements of agricultural uses as provided in 18.04.060 (KK) are met. The keeping of animals other than as permitted in this section is prohibited.

**Section 6. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

**Section 7. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or application of the provisions to other persons or circumstances is unaffected.

**Section 8. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 9. Effective Date.** This Ordinance takes effect on March 2, 2026.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

*Michael M. Young*  

---

SENIOR DEPUTY CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**

## Olympia Planning Commission

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May 7, 2025

Olympia City Council  
PO Box 1967 Olympia  
WA 98507-1967

SUBJECT: Development Code Updates to Support Urban Agriculture

Dear Councilmembers:

The Olympia Planning Commission (OPC) voted unanimously to **recommend with revisions** the adoption of the proposed Development Code Updates to Support Urban Agriculture text amendment ordinance as proposed by staff.

During the OPC public hearing on May 5<sup>th</sup>, the commission received no public comments. The conversation amongst commissioners included determining appropriate setback distances, safety concerns, and finding other best practices. Planning Commissioners found that mirroring language from Thurston County Olympia Urban Growth Area zoning code and the Revised Code of Washington (RCW) would be the easiest way to ensure consistency and enforceability.

As a result of these discussions, the OPC offers the suggestions below for City Council's consideration:

- Hives shall not be located within twenty-five feet of any lot line, provided this distance may be reduced to ten feet if strategies are employed to require bees to gain elevation before crossing the property line. This may include elevation changes of eight feet or more above the grade immediately adjacent to the grade of the lot on which the hives are located or behind a solid fence or hedge six feet high parallel to any lot line within twenty-five feet of a hive and extending at least twenty feet beyond the hive in both directions.
- Specify bees as "Bees" means adult insects, eggs, larvae, pupae, or other immature stages of the species *Apis mellifera*.
- Provide nuisance abatement language
- Research and provide additional best practices for agricultural uses in an urban setting

We commend Olympia community members for their work on this complicated topic, and City staff for their efforts at ensuring consistency with enforceability.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Daniel Garcia". The signature is fluid and cursive, with a prominent initial "D".

**Daniel Garcia, Vice Chair  
Olympia Planning Commission**

**Enclosure:** OPC Comment Letter re: Development Code Updates to Support Urban Agriculture

# Olympia Farmland Workgroup Policy Recommendations

Land Use and Environment Committee of the Olympia City Council

July 21, 2022

## Workgroup members

### City of Olympia

Dani Madrone, *City Council*

Lisa Parshley, *City Council*

Leonard Bauer, *Director of Community Planning and Development*

Paul Simmons, *Director of Parks, Arts & Recreation*

Sylvanna Niehuser, *Director of Parks Planning & Maintenance*

### Thurston Conservation District

TJ Johnson, *Board of Supervisors*

Sarah Moorehead, *Executive Director*

Adam Peterson, *Resource Specialist*

### Community Farm Land Trust

Marcie Cleaver, *Board President*

## Background

The following recommendations were developed to increase access to urban agriculture in Olympia. They build on the first phase of work that resulted from a referral to the Olympia City Council in June 2020 to address the loss of urban agriculture and regional farmland. This work was presented to the Land Use and Environment Committee in July 2021. This second phase of work explored the Comprehensive Plan strategy to “collaborate with community partners to ensure that everyone within Olympia is within biking or walking distance of a place to grow food.” The workgroup mapped access to agricultural resources in Olympia, including urban farms, community gardens, and other places to access locally grown food. These recommendations offer strategies to fill the gaps in the local food system.

## Urban agriculture definition

The United States Department of Agriculture (USDA) definition: “Urban agriculture generally refers to the cultivation, processing and distribution of agricultural products in urban and suburban settings, including things like vertical production, warehouse farms, community gardens, rooftop farms, hydroponic, aeroponic, and aquaponic facilities, and other innovations. Urban farmers and gardeners work among diverse populations to expand access to nutritious foods, foster community engagement, provide jobs, educate communities about farming, and expand green spaces.”

## Climate and environmental benefits

Protecting farmland prevents urban sprawl and builds the resilience of the local food system. It is consistent with the Sustainable Thurston Plan and the Thurston Climate Mitigation and Adaptation Plans. It reduces indirect carbon emissions by reducing the need to transport food. It supports the advancement of climate-smart practices by preserving opportunities to adopt farm practices that sequester carbon, among other co-benefits that include improving soil health and water quality, recovering endangered species, and protecting aquifer recharge areas.

## Equity advancement

This work includes a GIS tool that shows the distribution of agricultural resources in Olympia. It includes demographic data such as race and income, as well as areas with sidewalk access. This tool can be used to target resources to create more access to urban farmland, community gardens, and connections to the local food system. Access to new and preserved farmland should prioritize young and beginning farmers, people of color, and veterans.

## Policy Recommendations

### Support Regional Farmland Protection

Be an enthusiastic partner to Thurston County in their work to inventory and designate more agricultural land. Evaluate the Transfer of Development Rights program by consulting with housing developers to understand market conditions, including options to achieve density goals and other potential incentives. Explore opportunities to coordinate through the Thurston Regional Planning Council or with a consultant that works with Olympia, Lacey, and Tumwater.

*Timeframe:* Some work is already taking place through the Neighborhood Centers review process and Capital Mall Triangle subarea plan. An overall look at the TDR program could happen late in 2023 or in 2024, folding it into the Comprehensive Plan periodic update.

### Conduct AgriPark Feasibility Study

Study the opportunities to acquire farmland in the Parks system to be stewarded by community partners as a facility dedicated to agriculture education. This study will be designed to explore partnerships with the Thurston Conservation District, Community Farmland Trust, Olympia School District, and other potential partners. Funding for this study is already included in the Capital Facilities Plan.

*Timeframe:* The AgriPark feasibility study expected to start in late summer.

### Develop a Public Farmland Program

Partner with the Thurston Conservation District (TCD) and their South Sound FarmLink program to establish a public farmland program that will lease city-owned land to producers. Seek funding to develop the program and pilot a project with an initial property to lease to a farmer. An example of a pilot project could be a partnership with the Community Farm Land Trust on the South Bay property owned by the Parks Department. Evaluate options to create a source of dedicated revenue for acquisition, farm development, and maintenance, such as a proposition to voters, a mitigation fee for the loss of agricultural areas, or a level of service standard.

*Timeframe:* Within 6 months, the Parks Department could prepare a lease agreement with the Community Farm Land Trust for the South Bay property. Other elements of this strategy are longer term and will be evaluated once a pilot moves forward.

### Expand Community Gardens

Explore a partnership with TCD to determine needs and interest for new community gardens in underserved areas, identify potential sites on public and private land, and solicit community partners. Connect with the Coalition of Neighborhood Associations to seek opportunities for neighborhood-driven community gardens.

*Timeframe:* After the Land Use and Environment Committee reviews this recommendation, TCD will consult with their Board of Supervisors and develop a cost proposal to be considered for the 2023 budget.

### Incentivize Urban Agriculture and Remove Barriers in City Code

Include community gardens and urban agriculture as an option for meeting low-impact development requirements. Evaluate options for an ordinance, such as allowing community gardens as a Soil and Vegetation Protection Area or in the upper areas of stormwater ponds. Work with TCD to review barriers to urban agriculture in existing city code.

*Timeframe:* Identifying incentives and barriers could be included in the work plan for the Community Planning and Development work plan in late 2023. Development of ordinances depend on the outcome of this work and would take additional time in 2024 to move forward.

### Connect Private Vacant Land with Potential Farmers

Connect the upcoming vacant property registration with TCD South Sound FarmLink program to make connections between landowners and potential farmers. Understand what information would be needed to easily link these two programs, such as the availability of water.

*Timeframe:* The registration program is on its way to City Council for approval in mid-August, and will be in effect 30 days later if approved by Council.

### Include Urban Agriculture and Local Food in the Economic Resiliency Plan

Identify key stakeholders who should speak to the consultant and economic development planners who are developing Olympia's Economic Resiliency Plan.

*Timeframe:* Planning is in progress. Some members of the workgroup have already interviewed or are scheduled to do so.

### Update Comprehensive Plan in Periodic Update

Strengthen urban agriculture and local food policies in Comprehensive Plan update by folding these strategies and upcoming work into the periodic update.

*Timeframe:* The periodic update is due to be completed by June 2025, though the work will begin sooner than that.

### *Existing funding opportunities*

- USDA: Urban Agriculture and Innovative Production - planning and implementation of projects
- USDA: Environmental Quality Incentives Program – financial and technical assistance for farmers
- State Conservation Commission: Sustainable Farms and Fields - advances climate-smart agriculture
- State Conservation Commission: Farmland Protection and Land Access – easement funding
- Recreation and Conservation Office: Washington Wildlife and Recreation Program – easement funding
- Sentinel Landscapes program at Joint Base Lewis McChord



# URBAN FARM PARK

2024 Feasibility Study Report



# Credits

*Our partners who helped create this feasibility study*

Olympia City Council

Olympia Parks, Arts & Recreation

Paul Simmons, Director

Sylvana Niehuser, Planning and Maintenance Director

Parks & Recreation Advisory Committee

Olympia Arts Commission

Consultants:

AHBL

ECONorthwest

Carrie Ziegler, Earth Art

Kathryn Gardow, Gardow Consulting

Adam Peterson, Thurston Conservation District



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# Executive Summary

What our team has accomplished through the feasibility study



Heyday Farm, Paul Dunn

Farming and food production have deep roots in the Olympia area, and very healthy conditions exist to support local food and farmers. But farmland is disappearing. Farmers are retiring, and fewer new farmers are stepping into the role.

The City of Olympia and the Olympia Parks, Arts, and Recreation Department (OPARD) initiated this feasibility study as an opportunity to explore the possibility of how an Urban Farm Park (part farm and part park) can, as part of the Parks system, provide an opportunity to stem the loss of farmland and farmers, while creating a place to offer recreation. This is a visionary idea with only a few precedents in the region.

Is an Urban Farm Park feasible in the City of Olympia at this moment? The quick answer is no for several reasons:

\*With several major facilities initiatives underway, the City of Olympia lacks the staffing and funding capacity to embark on a full-fledged effort to move the farm park forward.

\* While several organizations emerged that expressed some interest in

partnerships related to the Urban Farm Park, none of the potential partners emerged as being ready to operate the project at this time.

\* Park land is acquired to meet service levels for future population growth and existing needs identified in the Parks Plan. The concept of an Urban Farm Park is relatively new and has not been prioritized in the parks plan.

In the long term, we see the Urban Farm Park as conditionally feasible. Through several avenues of engagement, we found strong community support for the Urban Farm Park concept. To make the farm park a reality, the City will need to take several steps to move the concept forward. This includes increasing staffing capacity to oversee the planning, design and implementation of the project, developing capital and operating funding strategies, securing operating partners, and acquiring a site that meets the vision.

This feasibility report describes the research, engagement, and studies we completed to delve into the feasibility of the Urban Farm Park.



Small Scale Urban Farm Park Visualization



Medium Scale Urban Farm Park Visualization



Large Scale Urban Farm Park Visualization

“A **place for learning** and celebrating the ability of the land to **feed us and restore us.**”

- Anonymous Response from the Urban Farm Park Pubic Survey Results

# Introduction



# Introduction

## Feasibility Study Background

The idea for an Olympia Urban Farm Park emerged from recommendations to preserve local farmland by the Olympia Farmland Work Group in 2021 and the Land Use and Environment Committee of the Olympia City Council. The Work Group advised adopting a “no net loss” policy to preserve or mitigate the loss of farmland in Olympia and its urban growth area as the City continues to grow.

One recommendation from the working group was to consider creating an Urban Farm Park as a potential solution to provide a publicly owned facility focused on local food and food

production education. The Olympia Farmland Working Group’s 2022 Policy Recommendations put forth the idea of the Urban Farm Park as a way for the City to acquire and facilitate space that can be stewarded by community partners and dedicated to agriculture education. Partners mentioned included the Thurston Conservation District, Community Farmland Trust, and Olympia School District.

This recommendation aimed to fill gaps in the local food system and provide opportunities for residents interested in access to local food and food production.



Heyday Farm, Paul Dunn



Cloud Mountain Farm Center

## Farmland Losing Ground

The City of Olympia and the surrounding areas of Thurston County continue to lose farmland. Like many other regions of the U.S., the loss of farmland acreage in recent decades is an alarming trend.

Several reasons for this loss of farmland are attributable to urbanization and increasing challenges that farmers face with technological shifts in agricultural production methods, succession planning for retiring farmers, access to land, and utility costs.

On a local level, when one parcel is converted from farming to some other non-agriculture-based use, people connected to local food production notice.

Even while both the City of Olympia and Thurston County have planning goals and strategies that support the preservation of farmland to enhance equitable access to local foods, support economic development, and promote sustainability, there is a growing awareness that something needs to be done.

The Urban Farm Park would combine dedicated agricultural and recreational facilities, as a part of the City’s OPARD system, the park would be open to the public, providing community education and programming alongside food production and farmer training.

The City of Olympia is already unique in its awareness toward farming and food production in the urban areas of the city, with its forward-looking [Community Planning](#)<sup>1</sup> approach to urban agriculture ([weblink](#))<sup>2</sup> and the codified understanding of the importance of agriculture within the city as seen in the Olympia Municipal Code (OMC) ([weblink](#))<sup>3</sup>.

As a place, an Urban Farm Park combines these two elements – farming and park. Still, an Urban Farm Park brings an essential third element: the community of people going to this place to learn about farming, gather as a collective, grow and process food, and use the active and passive recreational facilities.

An Urban Farm Park combines a collaborative community space and a

farming-focused center within an urban environment. As a part of the City’s parks system, incorporating features that serve the wider community and offer a variety of programming would be an essential part of the Urban Farm Park.

### Naming Conventions:

Agriculture, farming, and food production are synonymous with the uses in this feasibility study and the conversation of the urban farm park.

### Agriculture is:

In the OMC, agriculture is defined as “The use of land for farming, dairying, pasturing and grazing, horticulture, floriculture, viticulture, apiaries, animal and poultry husbandry, and accessory activities, including, but not limited to, storage, harvesting, feeding or maintenance of equipment, and onsite sales of agricultural products, but excluding stockyards, slaughtering or commercial food processing.”

# Introduction

## Urban Farm Park Defined

### Parks are:

Also, more generally, parks are defined as “a playground, swimming pool, beach, pier, reservoir, golf course or athletic field which is under the control, operation or management of the City, county, state, or federal government.”

### Neighborhood Parks are:

Also defined in the OMC, a neighborhood park is “an area suited for passive and active family activities and play which may include facilities such as picnic table and shelters, barbecue pits, playground equipment, basketball backboards, small sized playfields, volleyball courts, and tennis courts.

Neighborhood parks can serve an urban design as well as recreational function and are a core feature of neighborhood centers.”

# Introduction

## Feasibility Study Defined

Feasibility studies analyze factors that contribute to the viability of a project to determine whether the project is likely to succeed. Once feasibility is set for a project, it can take many years to implement.

Feasibility studies also identify potential issues and problems that could arise while pursuing the project

and prepare recommendations for project continuation or conditional recommendations if other factors or inputs are needed for project success. This feasibility study aims to better understand the potential viability of an Urban Farm Park with a vision rooted in community needs and sustainable management before the City invests in a potential site acquisition and

project development.

Throughout this study, we explored and engaged with the community to identify necessary factors and components of an Urban Farm Park and identify recommendations for future steps to bring an Urban Farm Park to life in the City of Olympia. We reviewed precedents of existing farms and farm park-like

# Introduction

## Feasibility Study Timeline: A Breakdown Of The Project By Month

examples to gather ideas of how this place might take form in Olympia.

Additionally, we worked to incorporate art into the foundation of the ideas of the Urban Farm Park and developed art guidelines for the future place. Lastly, we developed essential elements for consideration during implementation and recommendations for next steps.



Heyday Farm, Paul Dunn



Exhibit 1. Summary of Feasibility Timeline

“The **people** who use the Urban Farm Park should **determine how they want to govern it.**”

- Anonymous Response from the Urban Farm Park Pubic Survey Results



## Community Engagement

# Community Engagement

## Engagement Takeaways

To ensure that every voice was heard and valued, we approached community engagement in a layered approach.

Recognizing the diverse interests and interactions with agriculture and food production in the Olympia area, we aimed to reach the broadest range of interest, including groups that are lesser known or not traditionally associated with such projects.

Working closely with OPARD, we assembled a list of stakeholders and then expanded it to incorporate other known to be interested groups or individuals.

As our engagement process evolved, we actively sought and added newly discovered interested parties, such as local schools and community organizations, to ensure a comprehensive representation.

We engaged with the community at the individual level through in-person or virtual meetings, workshops, tabling events, and an online survey.

Despite the feasibility study's timeline limiting public engagement, there was a strong sense of general support for the project. If the Urban Farm Park project were to proceed, we would continue to prioritize extensive public engagement.

	DISCOVERY WORKSHOP	STAKEHOLDER INTERVIEWS	POP-UP EVENT TABLING	ART VISIONING WORKSHOP	PUBLIC SURVEY
Date	• July 20, 2023	• Variable Dates	• September 20, 2023 • October 6, 2023	• October 15, 2023	• September 4, 2023 - October 23, 2023
Focus	Programming ideation and community partnership exploration	Understanding potential user needs and future demand	General community feedback and direct in-person accounts	Art element planning and Urban Farm Park vision statements	Overall gauge of community need for urban farming
Themes	<ul style="list-style-type: none"> <li>• Prioritization of agricultural related needs for the city</li> <li>• Establishment of initial stakeholder groups and organizational partners</li> </ul>	<ul style="list-style-type: none"> <li>• Past experiences and challenges to the project</li> <li>• First hand testimonials relating to a potential farm park</li> </ul>	<ul style="list-style-type: none"> <li>• Community project introduction and orientation</li> <li>• In person engagement and initial project reaction</li> </ul>	<ul style="list-style-type: none"> <li>• Fostering an equitable distribution of public art</li> <li>• Preferred art elements for the farm park</li> </ul>	<ul style="list-style-type: none"> <li>• Understanding accessibility to urban agriculture</li> <li>• Visualizing general high level trends relating to the project</li> </ul>

Exhibit 2. Summary of Community Engagement

# Community Engagement

## Engagement Takeaways

### Discovery Workshop

Starting with the known stakeholders, we invited them to a workshop-style meeting and asked participants to give their opinions and expertise on the Urban Farm Park. Working through activities allowed the participants to work in small groups and brainstorm as a collective to help envision what the space might look like and what partners might engage with it. The main activity in the discovery workshop focused on developing programming ideas for the Urban Farm Park. The workshop participants were randomly split into three groups and tasked with identifying their top five critical programming priorities. These priorities directly influenced our programming elements within the Kit of Parts. The overarching themes from the workshop are summarized in Exhibit 2, and the full workshop results are summarized in the Appendix - Discovery Workshop Summary.



### Stakeholder Interviews

The stakeholder interviews were conducted in a safe and confidential environment, with questions shared beforehand to allow for thoughtful responses. To ensure equitable access, stipends were offered to interviewees. The intent of the one-on-one or small group meetings was to create a secure space to open up about past experiences and discuss the fundamental challenges to create a new place of shared intent and use at the future urban farm park. These conversations allowed our consultant team to develop rapport and a sense of connection with interviewees. The overarching themes from the interviews are summarized in Exhibit 2, and the full results from the interviews are summarized in Appendix - Stakeholder Interview Summary.



# Community Engagement

## Engagement Takeaways



### Pop-up Event Tabling

Pop-up tabling is a great way to converse face-to-face with many people—residents, visitors, and stakeholders—in a relatively short amount of time. Also, unlike scheduled evening community meetings, pop-up events are inserted into existing community events and offer the possibility of interacting with a wider array of people.

We hosted two well-attended pop-up tabling events for the feasibility study, one at the Olympia Farmers Market and the other at the Olympia Arts Walk. For each event, we assembled informational boards to provide background on the Urban Farm Park project, presented our initial findings for program elements and asked for input on these items. Also, at each event, we interacted with people and asked for their input on their vision for the future Urban Farm Park. Findings from these events are summarized in Exhibit 2.



### Art Visioning Workshop

The art visioning workshop invited community members to discuss the artistic elements of the proposed park. To align with the Olympia Arts Commission criteria, this workshop focused on fostering an equitable distribution of public art within the proposed project.

This workshop also encouraged the discussion of non-traditional public art amenities such as landform arts, interactive arts, and more. Participants self-selected vision statements that resonated with them and split into groups based on preferences. They were then asked to pick their preferred art elements for the possible Urban Farm Park. This workshop and the survey results informed our Urban Farm Park feasibility study and the art guideline recommendations; see Appendix - Art Guidelines.

# Community Engagement

## Engagement Takeaways



### Online Survey

Using the Engage Olympia Urban Farm Feasibility Study page, the online survey was intended to cast a wide-reaching set of questions to seek input. The survey was not designed to be statistically valid but functioned as a questionnaire to seek input from Olympia area residents. The survey hosted on the Engage page was open to anyone who visits the page, and the link was shared through our multiple engagement events using a QR code and on the City of Olympia's social media channels and newsletters.

We utilized the survey tool within the Engage Olympia project page, which was consistent with other city projects and resulted in 218 completed surveys. Major themes from the survey are summarized in Exhibit 2, and the full results are in Appendix - Public Survey Results.

# Community Engagement

## Understanding the Needs of Our Stakeholders

As part of this feasibility study, we endeavored to find the existing and future demand for an Urban Farm Park. This assessment of demand for local food production, agricultural training opportunities, and other activities is intended to help inform potential concepts for the Olympia Urban Farm Park. The assessment is based on qualitative research, including conversations with local stakeholder organizations, community members, operators of similar agricultural education facilities in other cities, and a survey distributed to the broader Olympia-area community.

We evaluated the potential for an Urban Farm Park in Olympia and what it would take for a facility to attract a critical mass of users from agricultural producers and like-minded community members. Exhibit 3 summarizes our findings on interested user groups utilizing the Urban Farm Park.

USER GROUPS	DEMAND CATEGORY	WHAT THEY SEEK	IMPLICATIONS
Emerging farmers and youth seeking to gain farming skills	Highest demand, fewest alternatives	Training programs and land for farming	<ul style="list-style-type: none"> <li>Farming-oriented users may prefer larger sites to accommodate agricultural activities or shared spaces like orchards.</li> </ul>
People with farming knowledge who lack land access	Highest demand, fewest alternatives	Reliable, long-term access to land for community farming or plots	<ul style="list-style-type: none"> <li>Community partners could help to reach this user group.</li> <li>Transportation access without a car is a consideration.</li> <li>A key segment is farmers who want to grow culturally relevant foods.</li> </ul>
General public looking to attend workshops / trainings / field trips	Moderate demand, some alternatives	Cooking/ gardening workshops, climate education, school field trips	<ul style="list-style-type: none"> <li>Many partners may be interested in hosting or partnering on workshops and events.</li> </ul>
General public seeking recreation	Moderate demand, many alternatives	Playgrounds, water features, trails	<ul style="list-style-type: none"> <li>Accessibility by different transportation options in more urban places is important for recreational users.</li> <li>Demand will vary depending on location.</li> </ul>

Exhibit 3. Summary of Potential Urban Farm Park User Groups

# Community Engagement

## What could be the primary uses of the farm park? Who would it serve?

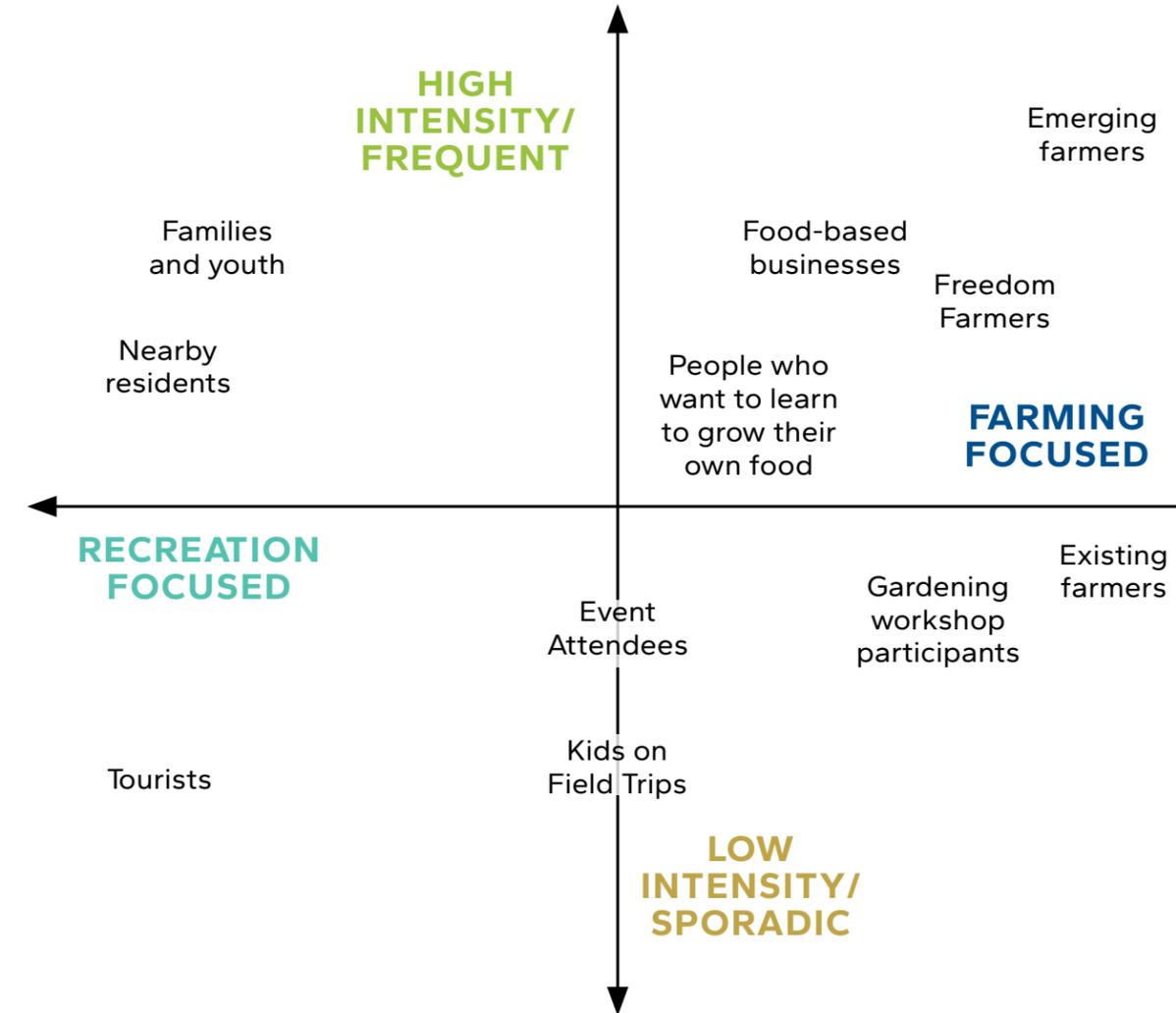


Exhibit 4. Intensity of Potential Urban Farm Park Users

With the user groups identified, we then looked at the types of users for an Urban Farm Park and approximate estimates for demand based on these categories. Conversations with local stakeholders revealed more detail about potential uses and users of the Urban Farm Park, summarized in Exhibit 4.

Depending on their nature, these users may have varying demand patterns, with some being more or less frequent, from daily to seasonal use. For example, farmers tending to crops would likely use the space more intensively, while tourists visiting Olympia would interact less with the park.

This is all to begin visualizing how the Urban Farm Park could be used and to plan for the overlapping needs of these users.

# Community Engagement

## Understanding the Needs of Potential Users



### Farming-Focused Users

Users with community or individual plots tending to crops, soil, or livestock would be present daily or weekly, compared with more recreation-focused users who would vary in their attendance based on distance from the park, seasonality, and family structure. Participants in workshops or agricultural education may visit with similar regularity to recreational users.



### Community Members Looking to Grow Food

Based on the community survey (results detailed below in the 'Survey Findings' section), nearly 150 respondents out of 218 indicated that community garden space was the most desired amenity by their household, followed by an incubator farm and demonstration garden as the second and third highest choices ([weblink](#))<sup>4</sup>. A 2022 report on Olympia Urban Agriculture from the Thurston Conservation District (TCD) aimed at locating and quantifying agricultural resources in Olympia found areas of limited access to where food could be grown, where local food is produced, and where local food could be accessed ([weblink](#))<sup>5</sup>. This report found that access was limited, particularly in areas with higher shares of BIPOC (Black, Indigenous, and People of Color) and households below median income in northeast and southwest Olympia. A subset of demand will be for new farmers interested in education and agricultural work.

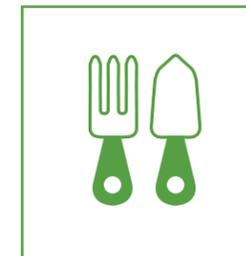
# Community Engagement

## Understanding the Needs of Potential Users



### Youth Programs

The Olympia High School Freedom Farmers program is in high demand, with about 40 students participating. Per our interviews in Summer 2023, more students would participate if additional space were available. If the Urban Farm Park could accommodate these students, it could also host students from other schools to visit approximately two days per week for two- to three-hour blocks. During summer break, youth programs could operate more intensively for interested students.



### Existing Farmers

Olympia has several community farming programs and organizations that foster culturally specific food production. This audience is people with farming skills who need growing space and may use community or individual plots. Partners would likely build these connections with existing farming groups or individuals with skills but need more space.

These partners could include culturally specific community groups already tied to farming (like the Haki Farmers Collective) or organizations that do not currently have agricultural ties but have many constituents interested in growing food (such as Cielo).



### Nearby Residents

Beyond farming uses, residents not participating in agriculture would still likely use the park for recreational purposes if it offered playgrounds, trails, picnic tables, or other features. Depending on its location and proximity to residential areas, these users may be less likely to frequent the site.

# Community Engagement

## Understanding the Needs of Potential Users



### Food Based-Businesses

Stakeholder interviews indicated demand for kitchen space from food-based businesses that make value-added products (like jams, sauces, or prepackaged foods) and areas to sell goods like a recurring market. On a seasonal basis, participants of training programs or working in plots might also be interested in using this space. A kitchen space that provides the opportunity for food-centered entrepreneurs is likely to gather interest from these businesses semi-regularly to create value-added products.



### Educational Program/Workshop Participants

More limited participation in farming and gardening could happen through workshops or limited-run programs, which could occur in coordination with existing educational programs, like the Washington State University Extension or GRuB. The audience for these programs ranges from current farmers looking for professional development and training to less frequent users looking for a lower-commitment way to learn more about agriculture and related topics. Results of a community survey (see Appendix - Public Survey Results) show an interest in a wide range of educational topics from climate adaptation to culinary pursuits.



### Event Attendees

An indoor-outdoor event space within the park would be a community asset managed in concert, supporting farm activities differently than farming areas. Depending on the events offered, it could draw in a larger audience. Stakeholders listed several potential events, including art exhibitions, musical performances, and cultural celebrations.

# Community Engagement

## Understanding the Needs of Potential Users



### Field Trips

In addition to recurring student groups, field trips could also use the park for various educational activities. Beyond farming, the survey showed a high interest in climate and sustainability education at the park. Conversations with education professionals indicated that the Urban Farm Park could be a site of interest for these day activities and more recurring educational events.



### Recreation-Focused Users

Users who visit, recreate, and attend events at the site may have different demand patterns than farming-focused users. Catering to a broader cross-section of the community is good policy, broadens the value proposition, and may meet gaps in the level of service goals outlined in the Parks Plan ([weblink](#))<sup>6</sup>.

Residents may use the park frequently if it contains amenities like a playground or picnic areas. Other groups, such as field trip attendees, event attendees, and tourists, would also use recreational amenities.



### Tourists

Out-of-town visitors could be drawn to the farm park as a destination if it were located near other in-demand attractions or hosting events. If the park were in a more rural area away from central Olympia, it would be less likely to have these kinds of users.

If the City wanted to attract more visitors, it could consider pairing the farm park with an agricultural museum (building upon examples like the Central Washington Agricultural Museum.)

# Community Engagement

## Public Engagement Takeaways: Survey Findings

In addition to the needs identified by the Working Group and TCD, the consulting team worked with the City of Olympia to conduct early engagement with the community and key stakeholders, which helped to reveal the potential gaps that an Urban Farm Park could fill in Olympia. This section summarizes the initial feedback and ideas for the Urban Farm Park engagement work and the implications for the demand of different aspects of the Urban Farm Park.

Assessment from the consulting team showed that:

**Educational opportunities should offer different types of training and reach all age groups.** Across all open-response survey questions, the top priority was providing diverse hands-on educational programming and learning opportunities at the Urban Farm Park. In particular, survey respondents most frequently indicated a gap for teens and adults to learn about farming but that there is a need for more opportunities for all age groups. The top three types of educational programs desired included farmer training (chosen by 62% of

respondents), climate adaptation/resiliency classes (59%), and youth education (56%).

**For agricultural-related uses, space for community gardening and farming is in demand.** Community gardening space, an incubator farm, or a demonstration garden were the three highest-ranked choices for Urban Farm Park features, highlighting the importance of agricultural uses. After these uses, a commissary kitchen or public market is the next most desired feature, which could allow users to cook or create and sell value-added products.

**Fostering community participation and benefit is vital to meet the demand for urban farming and locally grown food.** About half of the survey respondents (48%) indicated they already participated in urban farming activities. Of those 112 respondents who did not already participate, 90% were interested but indicated barriers like insufficient time, lack of space, high costs, and travel distance. Similarly, 100 respondents answered about barriers to accessing locally grown food, with the most

frequent reasons being high costs (42%) or not knowing where to buy it (30%). Integrating recreational amenities is needed to meet community demand and attract visitors to the Urban Farm Park.

**The most popular ideas documented in the survey involved integrating recreational amenities with farming activities,** with the most popular choices being playgrounds, farm animal interactions, public events or festivals, and pop-up markets. The largest share of respondents indicated that they would likely use the park a few times a month (32%) or once a week (28%) if it included their top choices of amenities and programs.

# Community Engagement

## Public Engagement Takeaways: User Guide

	AGRICULTURAL USE AND EDUCATION	RECREATION	STEWARDSHIP
Related Uses	<ul style="list-style-type: none"> <li>• Commissary kitchen for value-added products</li> <li>• Classroom with kitchen</li> <li>• Farmer training</li> <li>• Community farming</li> <li>• Pop up markets</li> <li>• Hub for existing resources</li> </ul>	<ul style="list-style-type: none"> <li>• Interaction with animals</li> <li>• Walking paths with signage</li> <li>• Nature playgrounds</li> <li>• Event space</li> <li>• Public art/music</li> <li>• Wildlife viewing</li> <li>• Lodging/RV sites</li> </ul>	<ul style="list-style-type: none"> <li>• Gathering garden</li> <li>• Prairie grass restoration</li> <li>• Native planting demonstration</li> <li>• Climate adaptation and monitoring</li> </ul>
Primary Users	<ul style="list-style-type: none"> <li>• New and experienced farmers</li> <li>• Students participating in ongoing programs</li> <li>• Food-based businesses</li> </ul>	<ul style="list-style-type: none"> <li>• Nearby residents</li> <li>• Youth and families</li> <li>• Tourists</li> <li>• Event attendees</li> </ul>	<ul style="list-style-type: none"> <li>• Students visiting for field trips</li> <li>• Workshop participants</li> <li>• Scientists</li> </ul>

Exhibit 5. Summary of Potential Use Categories for the Urban Farm Park

“

“Teaching future farmers how to work on large plots of land vs. bringing the community together around farming education. I see the need for it all, but **outdoor community connection is huge.**”

- Anonymous Response from the  
Urban Farm Park Public Survey Results

”



## Site Design Considerations and Programming

# Site Design Considerations and Programming

## Precedent Studies: Existing Farm Park Or Farm Park-Like Projects That Inspire

Several precedent studies helped our team explore how other established farming and recreation-based programs function with different user groups at various site scales.

These precedents demonstrate how partnerships and community collaboration have been combined to develop solid organizations and

programs. These precedents also show successful strategies that integrate food production and community spaces and provide inspiration for all the things that an Olympia Urban Farm Park could be.

Each precedent study was chosen for its scale, specialized focus, and regional location. After exploring the programs and resources available at an individual

organization, it was categorized as a commissary kitchen, community garden, conservation farm, educational farm, farming-based foundation, or incubator farm.

Summaries of key precedents are shown in Exhibit 6, and the full results from the interviews are summarized in Appendix - Case Studies Precedents.

### Scale

Precedents that showcase different forms and sizes help visualize the space that this project may fit into

### Focus

Precedents that have novel attributes can help effectively address community needs

### Regional Location

Precedents that are located in a similar geographic region respond to specific environmental conditions

# Site Design Considerations and Programming

## Summary of Precedent Projects that Inspire

	COMMISSARY KITCHEN	COMMUNITY GARDEN	CONSERVATION FARM	EDUCATIONAL FARM	FARMING BASED FOUNDATION	INCUBATOR FARM
Examples	<ul style="list-style-type: none"> <li>Rockwood Market Hall</li> </ul>	<ul style="list-style-type: none"> <li>Beacon Hill Food Forest</li> <li>Seattle P-Patches</li> <li>Olympia Community Gardens</li> </ul>	<ul style="list-style-type: none"> <li>Rainier Beach Urban Farm &amp; Wetlands</li> <li>Oxbow Farms</li> <li>Charlotte's Blueberry Park</li> </ul>	<ul style="list-style-type: none"> <li>South Whidbey School Farm</li> <li>Organic Farm School</li> <li>Freedom Farmers</li> <li>Evergreen State College Organic Farm</li> </ul>	<ul style="list-style-type: none"> <li>Feed'em Freedom Farm</li> <li>Garden Raised Bounty (GRuB)</li> <li>Black Food Sovereignty Coalition</li> </ul>	<ul style="list-style-type: none"> <li>Cloud Mountain Farm</li> <li>Headwaters Farm Collective</li> <li>Eco City Farms</li> <li>Zenger Farm</li> <li>Viva Farms</li> </ul>
Scale	Community kitchen for small to medium food preparation	Neighborhood or local community oriented growth space	Variable sized growing spaces specializing in ecological protection and restoration	Small growing area dedicated to a defined user group	Houses programs to make large scale food production change	Specialized farming training on a larger scale
Significance	Commissary kitchens allow for a direct farm to table connection and shared community space	Community gardens provide easily accessible growing opportunities for local residents	Conservation farms protect natural systems and provide integrated food production opportunities	Educational farms teach growing practices and showcase ecological systems to all ages	Organizations cultivate partnerships and provide a multitude of services	Incubator farms provide work force training and skill building relating to food production

Exhibit 6. Summary of Precedent Case Studies

# Site Design Considerations and Programming

## Site Location Considerations

To best serve potential uses of the Urban Farm Park, intentional site selection will require consideration of fundamental tradeoffs like size, location, current zoning, utilities, and other factors.

Depending on the Urban Farm Park's anticipated uses, a smaller or larger size may more appropriately serve intended audiences and provide enough space for farming and recreational activities.

The location of the Urban Farm Park is a critical decision that has implications for implementation – namely, how people will access the site and what types of parcels are available.

### Access:

While more rural areas on the edges of the City or in Thurston County provide larger available sites, parcels within more central areas will have better access by bike, foot, and public transportation for populations without access to a private vehicle.

### Jurisdictional Factors:

This study assumes that the park would be built within Olympia or the Olympia

Urban Growth Area (UGA). If the site were located in rural Thurston County outside of the Olympia UGA, it is unlikely the City of Olympia would lead the implementation of the park project.

### Site Size:

The size of the Urban Farm Park should be relative to the activities it will support. Size is also an essential determinant in acquisition costs.

The size of a potential Urban Farm Park site could differ depending on the uses that will be hosted. Smaller sites under five acres could support small plots or a shared farming space, while a larger site would be suited to more individual plots or a higher volume of users.

A larger site would also be required for some types of agriculture, like livestock or orchards. Larger sites may have greater implications for implementation, requiring more labor for maintenance and upkeep.

### Utilities:

Access to a reliable water supply is critical to ensuring that the Urban

Farm Park can meet agricultural needs, particularly related to water supply.

Sites with an existing agricultural well (and water rights) or installed agricultural meter for City water would make costs more feasible than installing new agriculture-scale water pipes, especially for uses with more intense water needs like row crops.

### Zoning:

A given parcel's current zoning and agricultural-specific considerations will also determine what farming uses could happen on a potential Urban Farm Park site. Several zoning categories in the Olympia Municipal Code, including RM 24 (Residential Multifamily – 24 Units per Acre), RMH (Residential Multifamily – High Rise), RMU (Residential Mixed Use), and UR (Urban Residential), only allow specific agricultural uses like greenhouses, nurseries, and bulb farms and are subject to conditions.

In high-density zones like High-Density Corridors (HDC), agricultural uses are permitted but functionally unlikely because of surrounding higher-density

# Site Design Considerations and Programming

## Site Location Considerations

uses and land cost. If an otherwise ideal site has prohibitive zoning, the City could work to assess potential zoning changes to accommodate the site.

### Site Conditions:

Although some sites offer the right size and location, healthy soil and slopes that allow for proper irrigation and drainage will be necessary for farming.

### Parking availability and access:

Once a site is selected, early engagement will help solidify interest and initial program elements. Parking size will be decided at this time, with the potential of the site to forecast demand that surpasses the site capacity and available onsite parking.

This could, in turn, change the City's strategy and program on the site over time.

	OPTIONS	SITE LOCATION TRADEOFFS
Location	<ul style="list-style-type: none"> <li>• Within Olympia</li> <li>• Within the Urban Growth Area (UGA)</li> <li>• In Thurston County (Outside of UGA)</li> </ul>	<ul style="list-style-type: none"> <li>• Within Olympia or the UGA a site would likely offer <b>greater accessibility by foot, bike, or transit</b>, as well as potential for Parks ownership.</li> <li>• Outside of the UGA a site would likely be able to provide <b>more acreage at a lower cost</b> but require automobiles to access.</li> </ul>
Size	<ul style="list-style-type: none"> <li>• Small (&lt;5 acres)</li> <li>• Medium (5-10 acres)</li> <li>• Large (10+ acres)</li> </ul>	<ul style="list-style-type: none"> <li>• Smaller sites cost less, are generally more available in areas that provide access by bike, foot, and transit, which can <b>accommodate smaller plots/fewer farmers</b>.</li> <li>• Large sites likely cost more, are more suited for larger scale crops, livestock, orchards, and so on for a <b>larger number of farmers</b>, but are generally <b>located further away</b> from central urban areas.</li> </ul>
Utilities	<ul style="list-style-type: none"> <li>• Access to a well or existing agricultural meter</li> <li>• Build out new utilities</li> </ul>	<ul style="list-style-type: none"> <li>• Existing utilities onsite would <b>help to meet intensive agricultural water needs</b>.</li> <li>• Building out new utilities would <b>add cost to the project</b>, but may be needed if current capacity is insufficient on selected sites</li> </ul>
Zoning	<ul style="list-style-type: none"> <li>• Zones where agricultural uses is permitted outright</li> <li>• Conditional-use/limited agricultural use zones</li> </ul>	<ul style="list-style-type: none"> <li>• Areas with lower-density zoning where agricultural uses are permitted may have <b>fewer development barriers</b></li> <li>• Conditional use areas with higher residential density may offer <b>greater access to more community members</b>, but <b>limit the activities</b> that the park could host</li> </ul>

Exhibit 7. Summary of Potential Site Tradeoffs

# Site Design Considerations and Programming

## GIS Analysis: Layers of Information

We compiled available Geographic Information System (GIS) information on farmland, public vs. private, utilities, and accessibility for low-income households and marginalized groups. Our review included walkability, sidewalks, and access to public transportation.

This analysis considered land suitability for locating an urban farm park in Olympia and its UGA. This analysis considered similar factors identified in previous studies, such as the Olympia Farmland Analysis ([weblink](#))<sup>7</sup> and the Olympia Urban Agriculture Analysis ([weblink](#))<sup>5</sup>. These were also considered city-wide and individually for individual parcels of interest for this study.

Six factors were weighted based on their impact on site location: proximity to low-income and BIPOC residents, access to public transportation, park system needs, community garden proximity, utilities, and soil or farmland quality.

### Site Ranking Setup



# Site Design Considerations and Programming

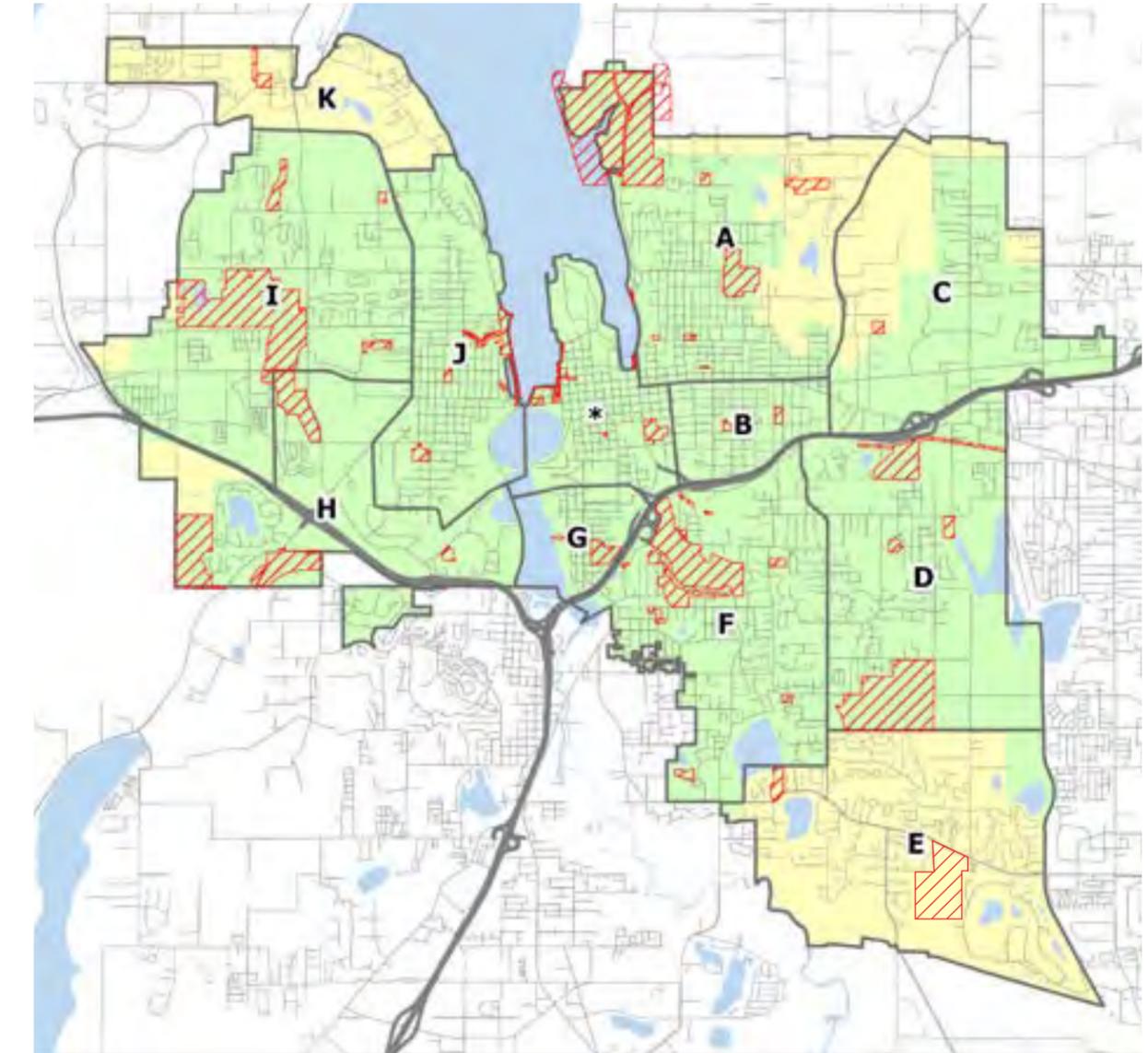
## GIS Analysis: Layers of Information

### Feasibility Area

The City of Olympia and its Urban Growth Area encompasses a wide range of places, neighborhoods, and interfaces.

This is the area of the Urban Farm Park Feasibility Study.

-  City of Olympia
-  Urban Growth Area
-  Existing Parks
-  City of Olympia Subareas ([weblink](#))<sup>8</sup>



# Site Design Considerations and Programming

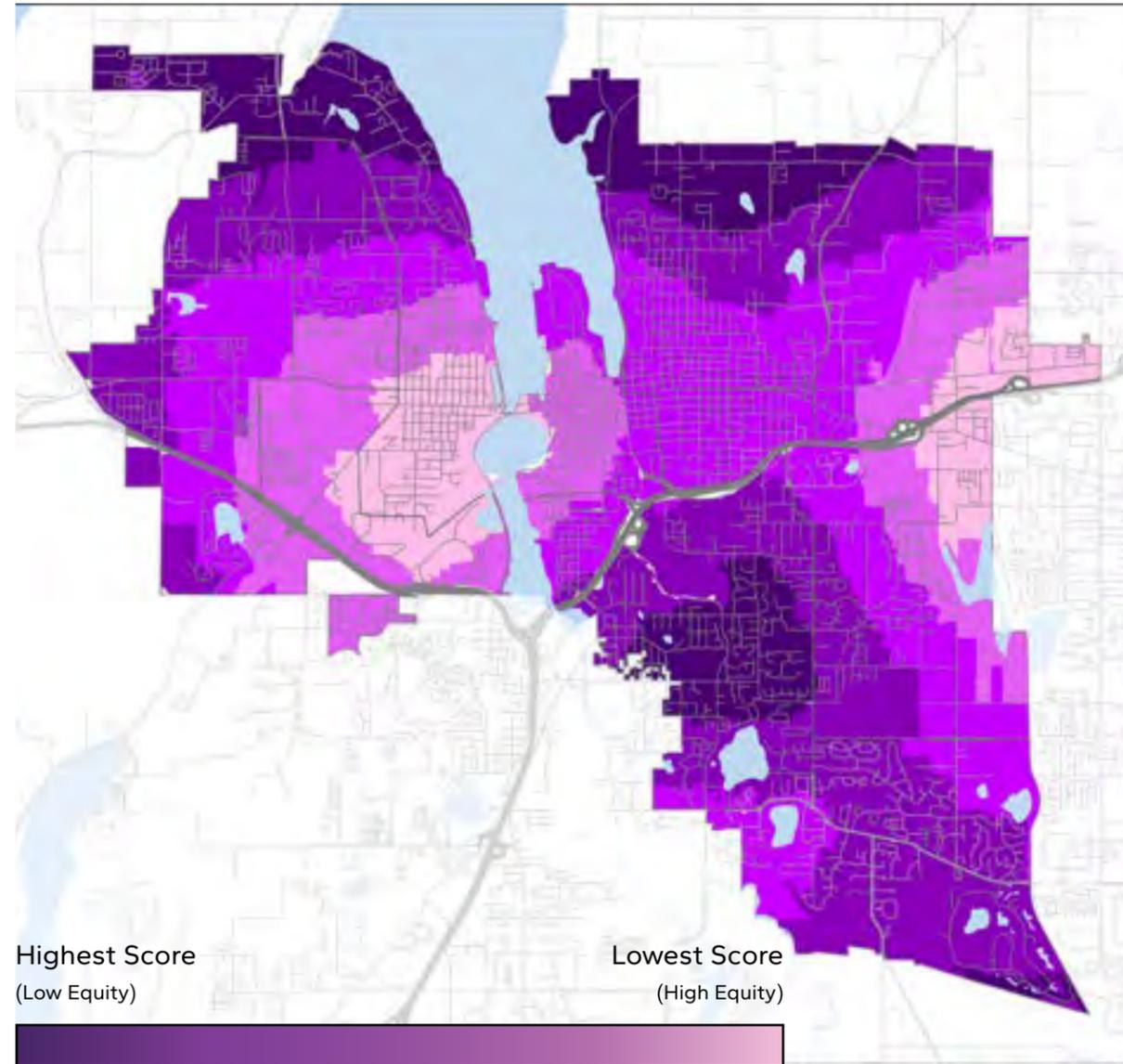
GIS Analysis: Layers of Information

## Equity

Equity was measured using two metrics, both of which were used in the Olympia Urban Agriculture Analysis. The first is Median Household Income (MHI), calculated on a census tract basis from 2019 American Community Survey (ACS) data, and the second was the percentage of BIPOC individuals, measured on a percent basis for each census block from 2020 US Census data (P2 dataset).

One caveat is that Median Household Income (MHI) data was summarized at a census tract scale, a more generalized scale than the percentage of BIPOC individuals. Due to how data was aggregated, some variation within census tracts for MHI is likely missed. Some census tracts and blocks also cross city boundaries and may be biased due to including areas outside Olympia or its UGA.

MHI and Percent BIPOC were ranked on a 0-9 scale using the Standardize Field tool and then added together. A subtotal was generated and then standardized on a 0-9 scale using the Standardize Field tool.



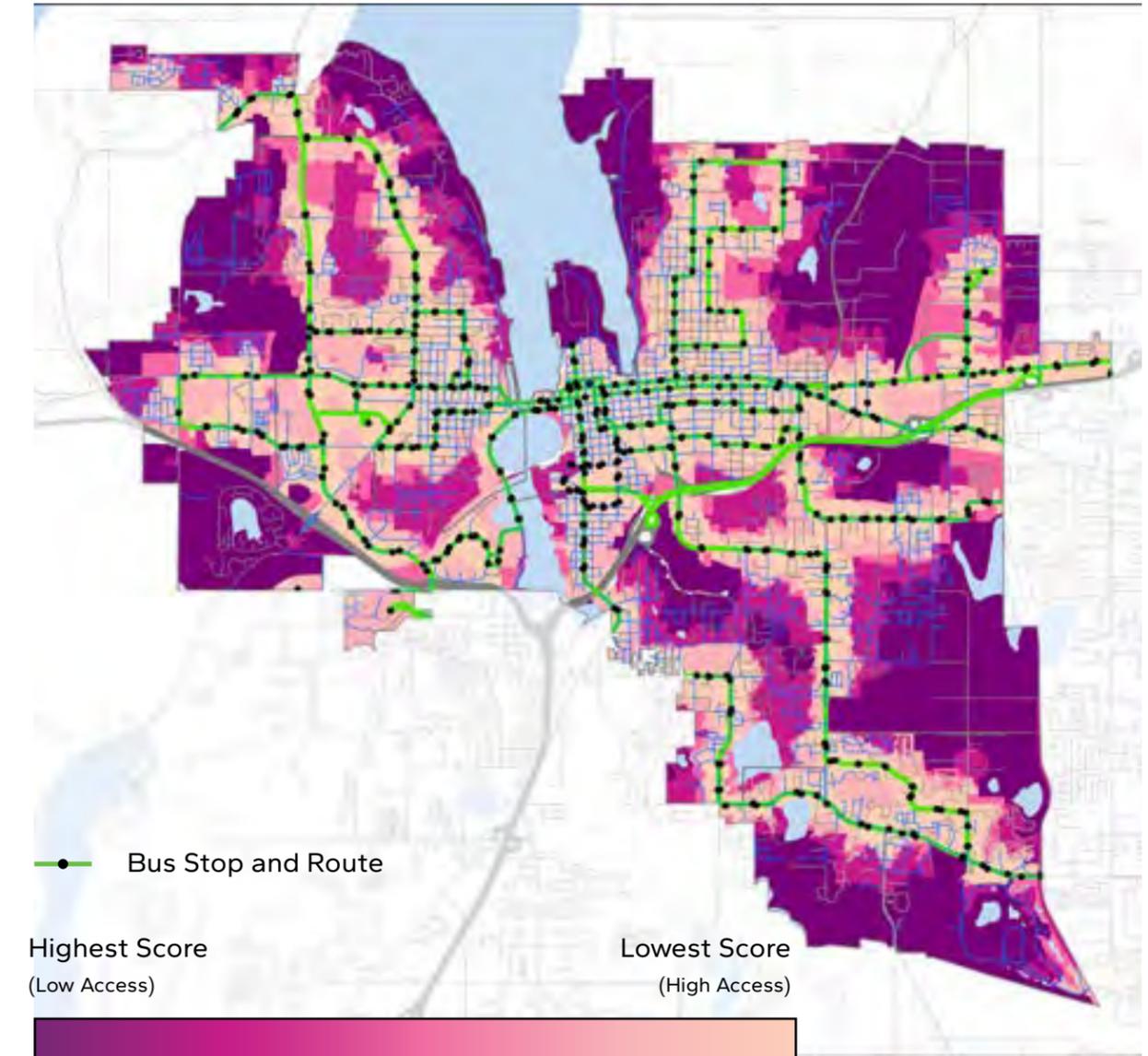
Data Source: TRPC, Thurston Geodata, and the City of Olympia

# Site Design Considerations and Programming

GIS Analysis: Layers of Information

## Bus Stop Accessibility

A bus stop data was obtained from Intercity Transit. This information was used to generate a service network to determine walking distance to nearest bus stop.



Data Source: TRPC, Thurston Geodata, and the City of Olympia

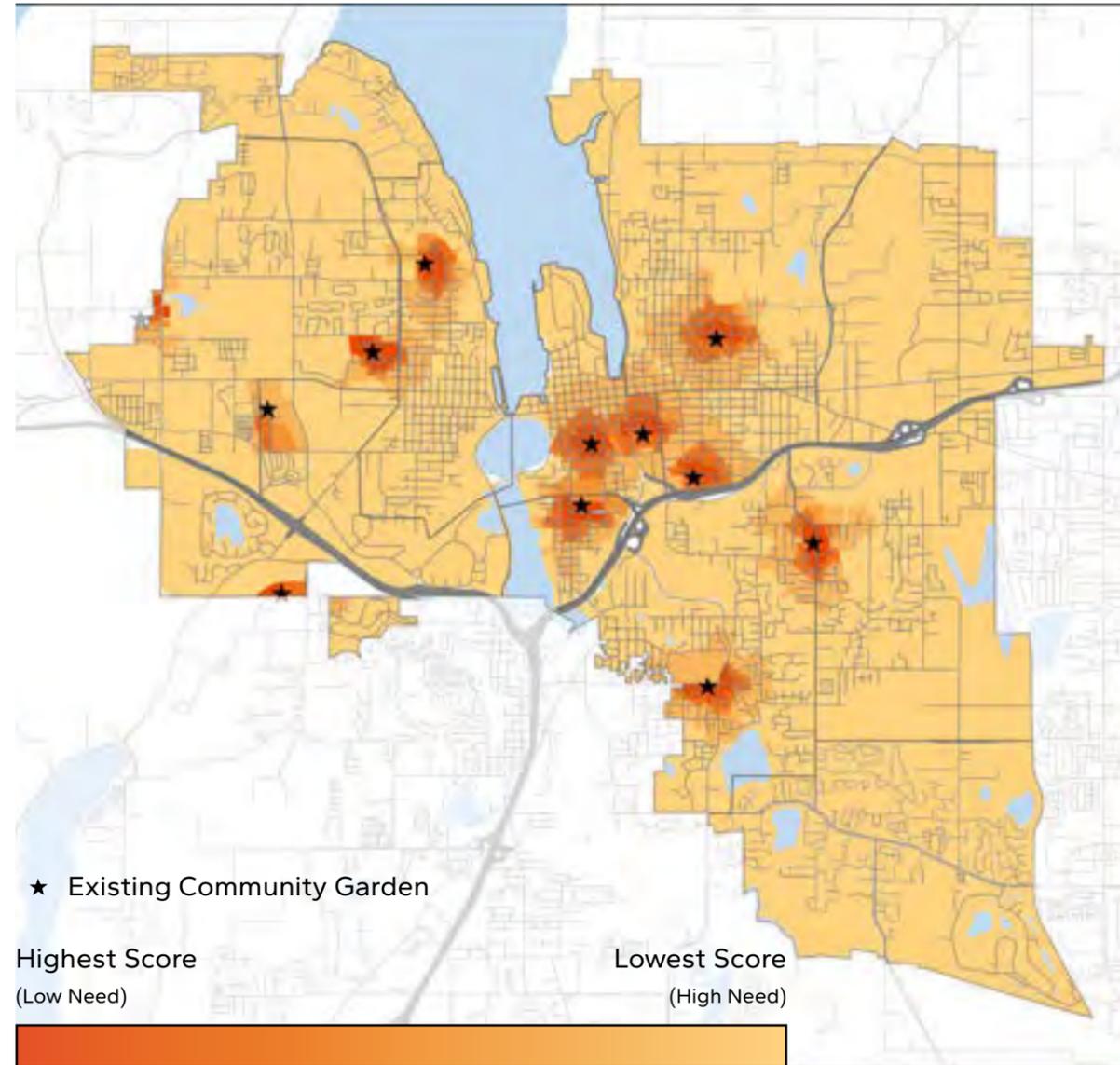
# Site Design Considerations and Programming

GIS Analysis: Layers of Information

## Community Garden Need

Proximity to existing community gardens was measured by drawing on the Olympia Urban Agriculture Analysis service networks. Areas within a 1/2 mile walking distance of an existing community garden were already considered to have access to community gardens, thus reducing the need to fill in gaps within the City.

The ranking shown was developed based on this distance. Areas beyond 1/2-mile walking distances were classified as having the highest level of need.



Data Source: TRPC, Thurston Geodata, and the City of Olympia

# Site Design Considerations and Programming

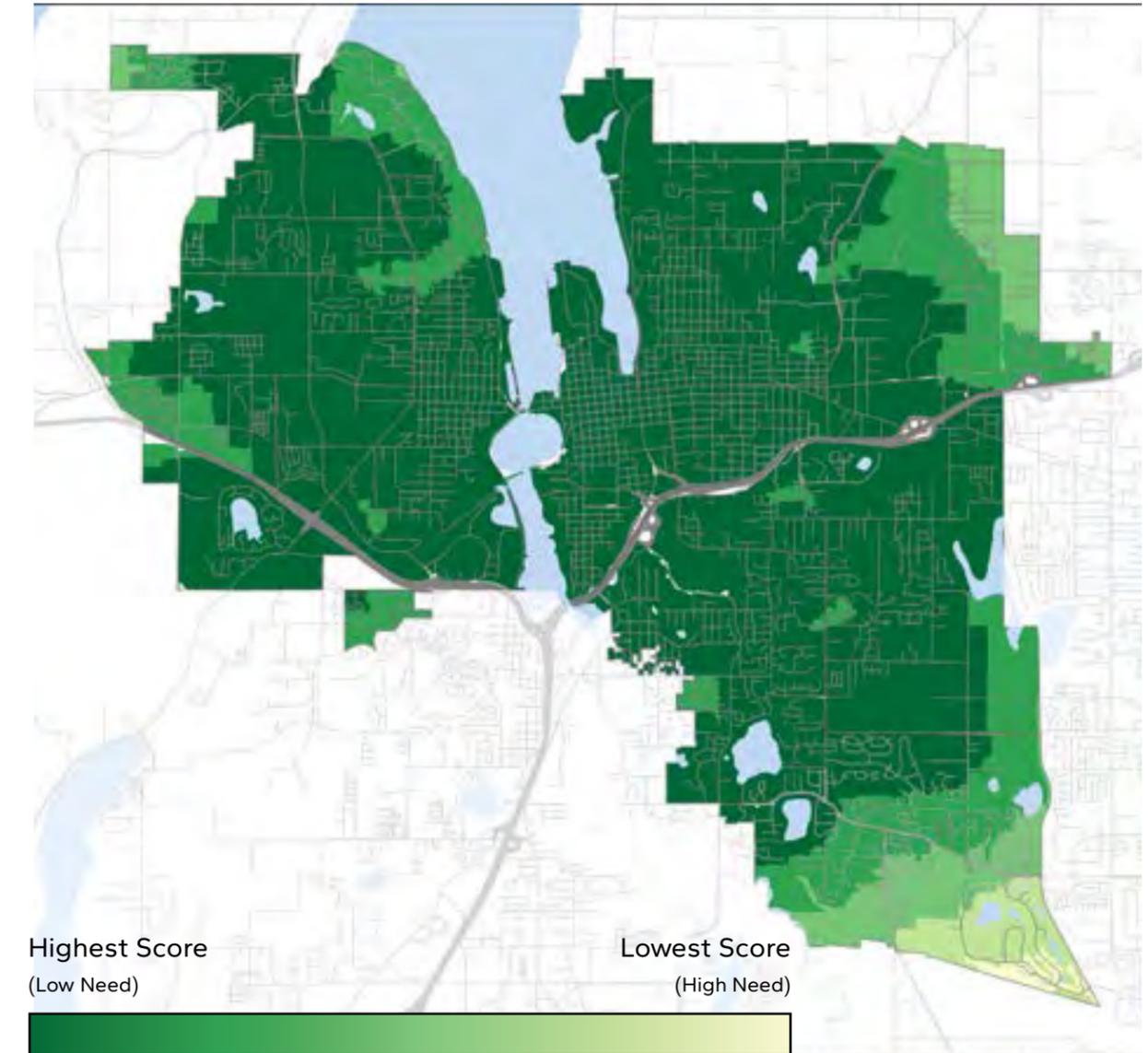
GIS Analysis: Layers of Information

## Park Need

Park need was determined by measuring the direct distance to existing parks run by the city of Olympia. Olympia City park boundaries were considered in two ways. First, parks listed as “Open” or “Open or Closed” by the city of Olympia were considered existing parks. Second, any parks listed under Thurston County’s Parks layer and within the city’s or its UGA’s boundaries were also included. This latter data source often provided more accurate boundaries for park boundaries in certain areas, such as along the waterfront.

Because some parks that could potentially be developed are already existing parks with public access, developing these areas into an Urban Farm Park resulted in no improvement to their ranking in this category, resulting in the lowest ranking for candidates in this category.

\*\* Analysis generated based on developed and undeveloped parks



Data Source: TRPC, Thurston Geodata, and the City of Olympia

# Site Design Considerations and Programming

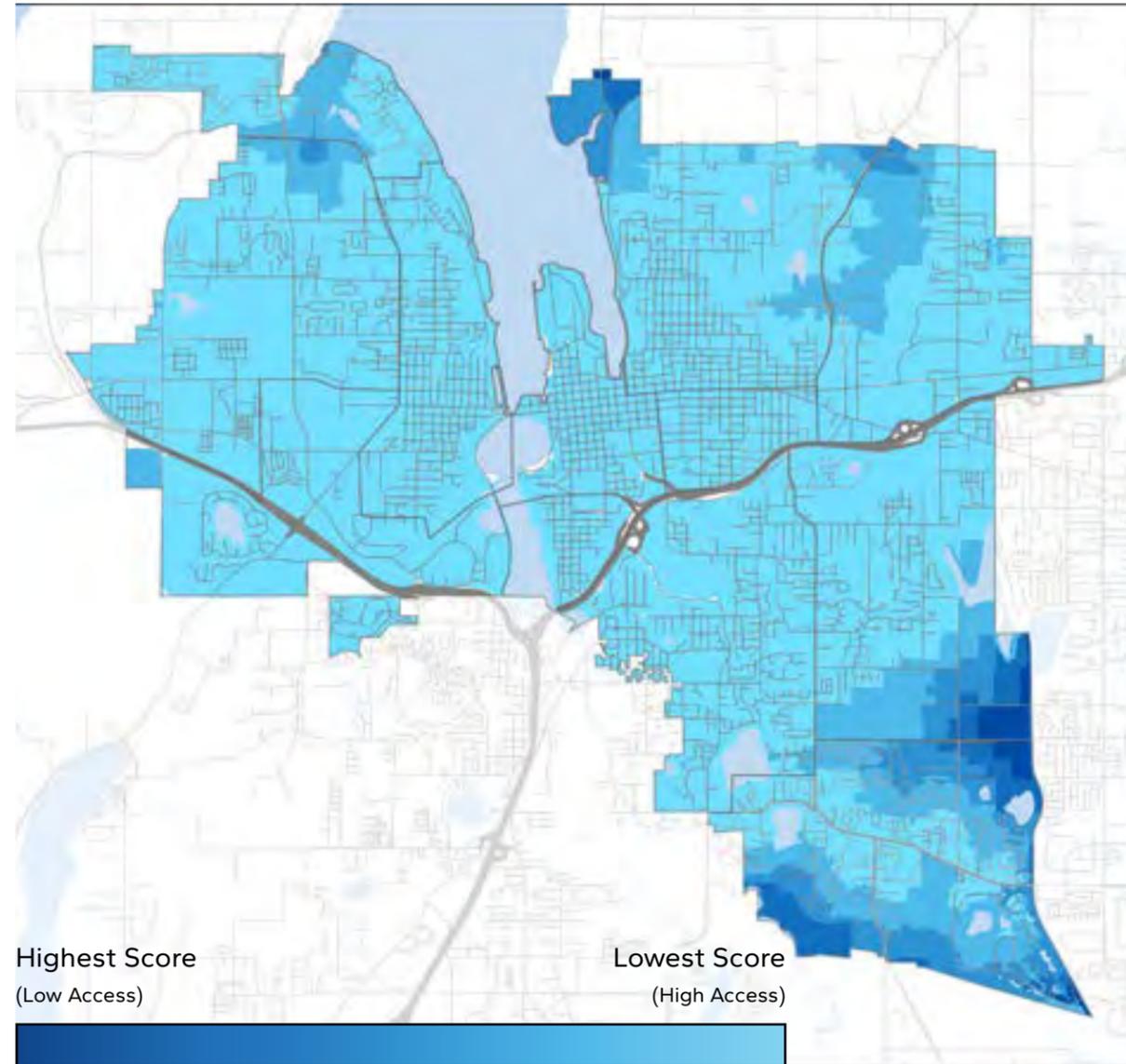
## GIS Analysis: Layers of Information

### Sewer Utilities

Sewer access is essential for any on-park facilities.

Distance to sewer mains was calculated using an Euclidean Distance tool. This resulted in city and UGA-wide raster layers calculating the distance from existing utilities. This was then summarized for each parcel to provide an average distance within each parcel.

Distance to sewer pipes were each ranked separately, standardized on a 0-9 scale, and then added together. This total score was then re-ranked on a 0-9 scale for a utility-wide ranking.



Data Source: TRPC, Thurston Geodata, and the City of Olympia

# Site Design Considerations and Programming

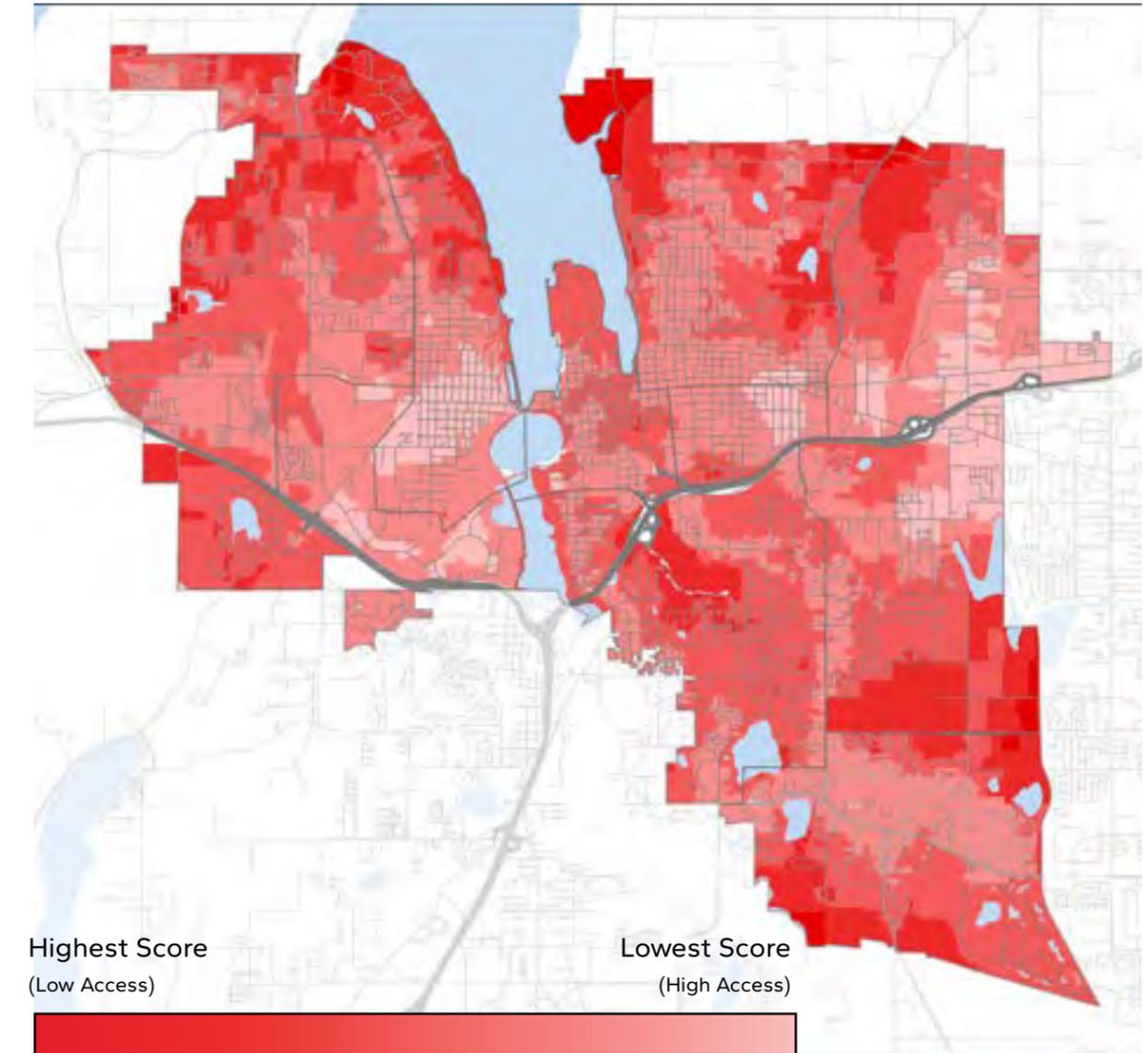
## GIS Analysis: Layers of Information

### Water Utilities

Access to water is crucial for a successful Urban Farm Park. In western Washington's seasonally dry summers, irrigation is required to grow many crops.

Distance to water mains was calculated using an Euclidean Distance tool. This resulted in city and UGA-wide raster layers calculating the distance from existing utilities. This was then summarized for each parcel to provide an average distance within each parcel.

Distance to water mains were each ranked separately, standardized on a 0-9 scale, and then added together. This total score was then re-ranked on a 0-9 scale for a utility-wide ranking.



Data Source: TRPC, Thurston Geodata, and the City of Olympia

# Site Design Considerations and Programming

## GIS Analysis: Layers of Information

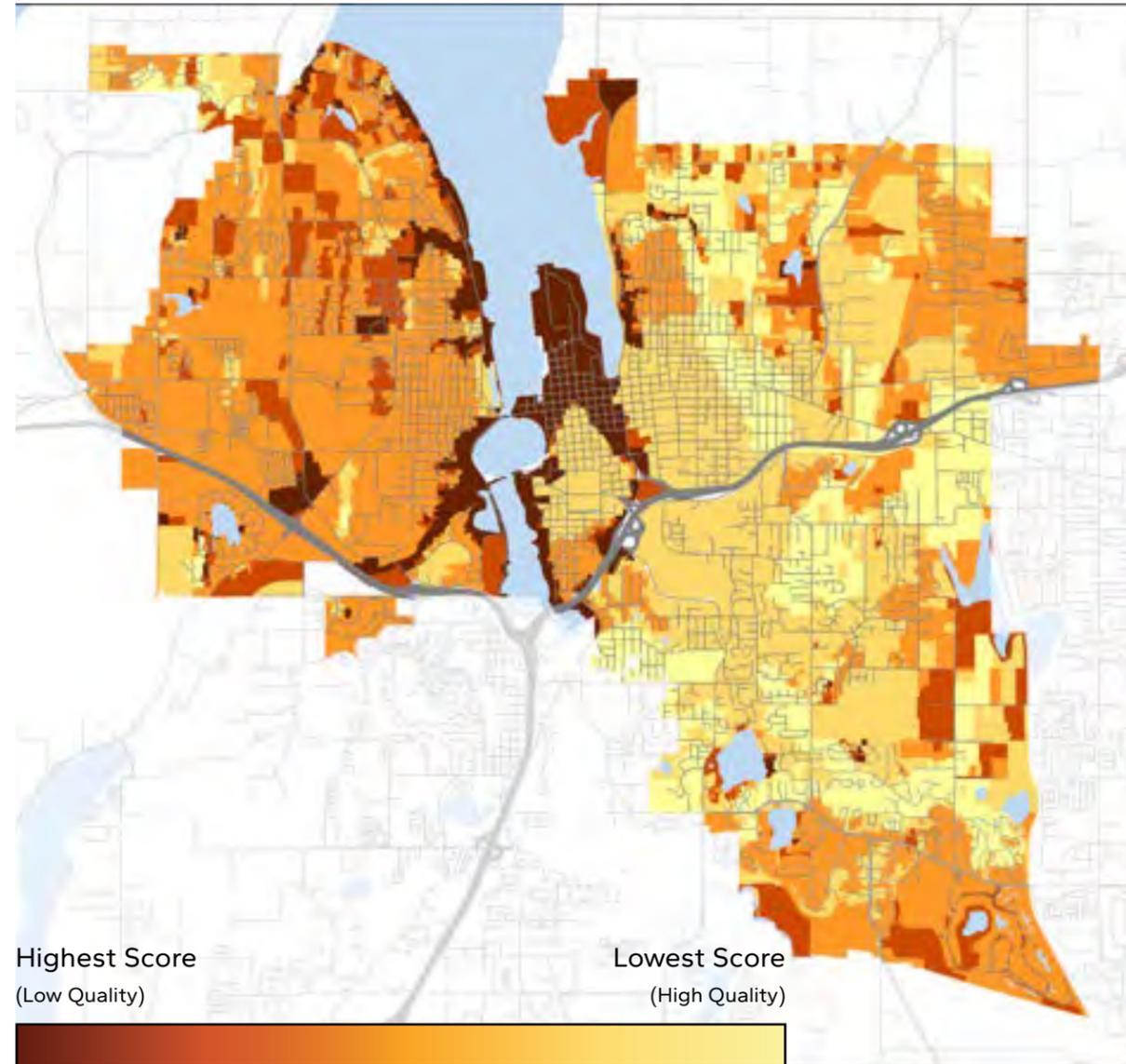
### Farmland Quality

The quality of land was also considered as a factor. NRCS Soil Survey data contains classifications of farmland quality, and the following classifications were converted into rankings.

Areas of prime farmland are recognized nationwide and ranked higher than farmland of statewide importance. Similarly, irrigation is more accessible to secure than drainage, so “Prime farmland if irrigated” was given more points than “Prime farmland if drained.”

In some areas of Olympia, high-quality soils are shown in areas that have been developed or paved.

While the entire city was ranked to provide a city-wide view of these factors, not all locations in the city represent opportunities for establishing a farm park. This map should be understood to show the potential quality of open land, wherever its located.



Data Source: TRPC, Thurston Geodata, and the City of Olympia

# Site Design Considerations and Programming

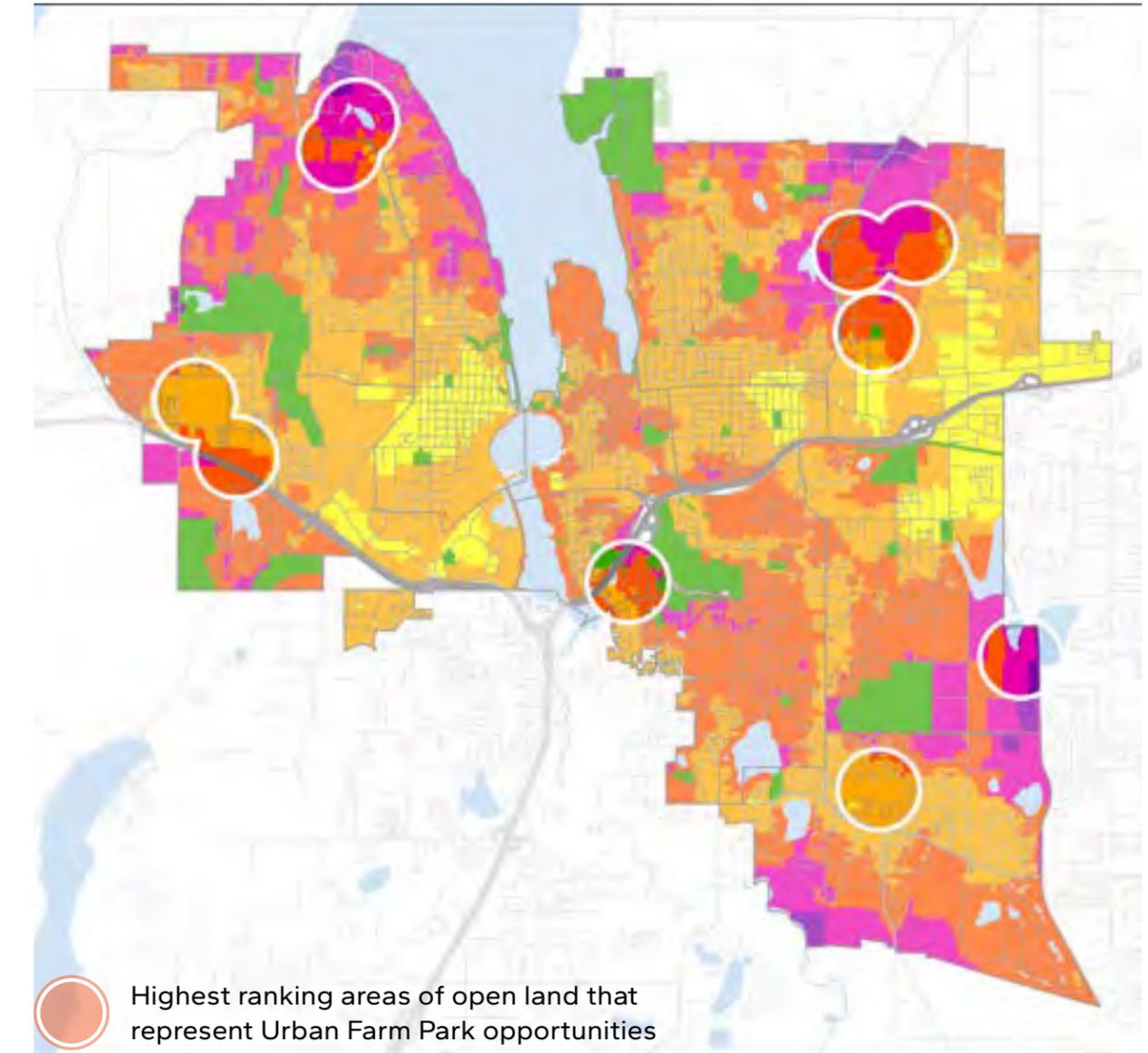
## GIS Analysis: Layers of Information

### Total Score

After this ranking was determined, parcels were re-ranked using the “Standardize Field” tool.

**Standardization and Total Scores**  
All factors were standardized on a scale using the “Standardize Field” tool. Bins and parcels receiving the highest score received a nine ranking for that factor, while bins and parcels receiving the lowest score received a 0.

All factors were added together and standardized on a 0-9 scale. This provided an overall ranking for all parcels, alongside subtotals for each factor.



Data Source: TRPC, Thurston Geodata, and the City of Olympia

“I really do believe that if this can happen, even if it was a small garden ***it would benefit the community.***”

- Anonymous Response from the  
Urban Farm Park Public Survey Results

## Implementation Options

# Implementation Options

## Development Costs - High Level Overview

Creating an Urban Farm Park is similar to other park facility development. To better understand the future costs of creating this place, we compiled a range of high-level expenses to help in future planning efforts and to set understanding levels for what that development cost may mean.

### Site Acquisition and Infrastructure Costs:

Several factors, including site size and programming, will significantly affect the development cost for Urban Farm Park. Depending on the goals and prioritization of available resources, the final project could take on several forms and scales. The following section provides an overview of potential development costs for a range of urban farm parks based on regional precedents, with details shown in Exhibits 8.1 - 8.5.

### Program Elements:

While the program elements selected will support the Urban Farm Park, they will also add costs. So, applicability and prioritization must be part of the future planning efforts. We are noting the most essential elements, others may

be identified as the planning process continues.

### Site Amenities:

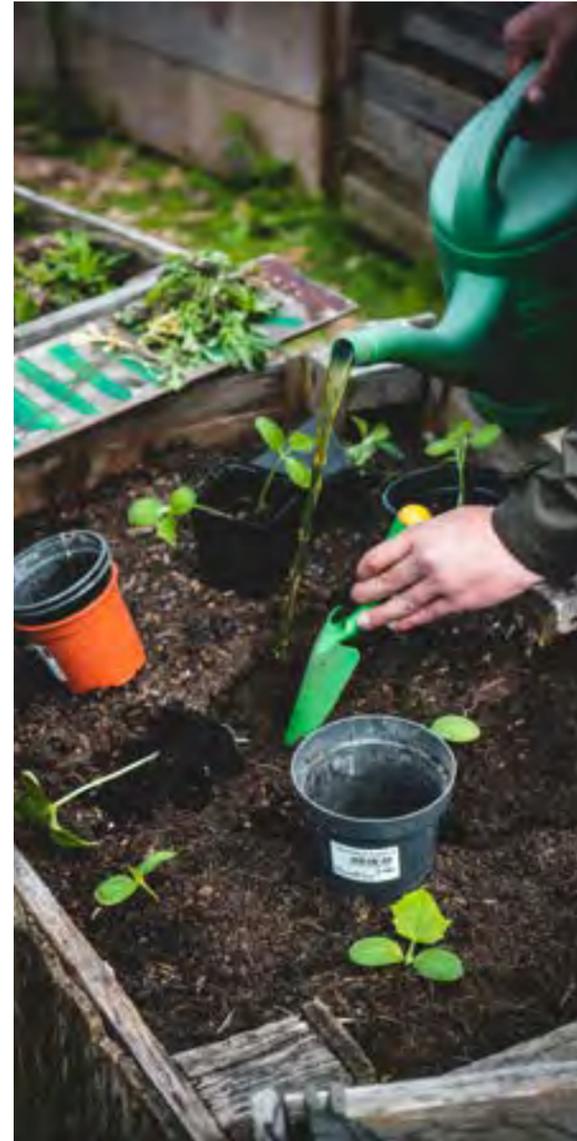
From our research and outreach, we identified amenities that will help create an urban farm park that is both a farm and a park. While these elements can directly support the needs of Urban Farm Park users, they can also be utilized by a wide range of other park users.

### Building Infrastructure:

To create a most functional place, the Urban Farm Park will benefit from buildings that support additional program elements, and these buildings will need additional connections to utilities.

### Building Elements:

The specific mix of the buildings and their core working elements is to be determined. We heard from the community that one desirable element is a functioning commissary kitchen. Also, having the ability to host indoor events felt important to many as we explored the function of the Urban Farm Park throughout the year.



Jonathan Kemper, Unsplash

# Implementation Options

## Development Costs - High Level Overview

### Site Acquisition + Infrastructure Cost

PROGRAM	UNIT	SIZE/COST RANGE	SMALL SCALE 3-5 ACRES		MEDIUM SCALE 5-10 ACRES		LARGE SCALE 10+ ACRES		
			4	\$600,000	8	\$1,200,000	15	\$9,000,000	
Site Acquisition Cost	AC	\$100K - \$200K	\$150,000						
Fencing	LF	\$50 - \$100	\$75	1000	\$75,000	5000	\$375,000	10,000	\$750,000
Irrigation System (controller, pump, laterals, heads/drip)	AC	\$60K - \$100K	\$225,000	1	\$225,000	1	\$225,000	1	\$225,000
Parking	STALL	\$20K-\$30K	\$25,000	16	\$400,000	50	\$1,250,000	60	\$1,500,000
Pedestrian Paving	SF	\$5-10	\$8	5000	\$40,000	10000	\$80,000	20,000	\$160,000
Power (meter, underground to site, panel)	EA	\$300K - \$500K	\$400,000	1	\$400,000	1	\$400,000	1	\$400,000
Water (point of connection, agricultural meter, mainline)	EA	\$150K - 300K	\$250,000	1	\$250,000	1	\$250,000	1	\$250,000
<b>Subtotal</b>					\$1,390,000		\$2,580,000		\$3,285,000

Exhibit 8.1. Development Costs - Site Acquisition

# Implementation Options

Development Costs - High Level Overview

## Program Elements

PROGRAM	UNIT	SIZE/COST RANGE		SMALL SCALE		MEDIUM SCALE		LARGE SCALE	
				3-5 ACRES		5-10 ACRES		10+ ACRES	
Art Elements	EA	\$10K-\$25K	\$17,500	1	\$17,500	5	\$87,500	8	\$140,000
Garden Beds	EA	\$500-\$2000	\$1,000	30	\$30,000	25	\$25,000	20	\$20,000
Hoop houses	EA	\$15K-\$25K	\$20,000	0	\$0	3	\$60,000	6	\$120,000
Incubator Farm Field Preparation	AC	\$10-30K	\$20,000	0	\$0	6	\$114,784	9	\$183,655
Tool Share Structure	EA	\$5K-\$75K	\$10,000	1	\$10,000	1	\$50,000	1	\$75,000
<b>Subtotal</b>					\$57,500		\$337,284		\$538,655

Exhibit 8.2. Development Costs - Program Elements

## Site Amenities

PROGRAM	UNIT	SIZE/COST RANGE		SMALL SCALE		MEDIUM SCALE		LARGE SCALE	
				3-5 ACRES		5-10 ACRES		10+ ACRES	
Playground	EA	\$50K - \$500K	VARIES	0	\$0	1	\$200,000	1	\$400,000
Exploration Paths	LF	\$10-\$25	\$15	1000	\$15,000	3000	\$45,000	10000	\$150,000
Outdoor Event Space	EA	\$150K - \$500K	VARIES	1	\$200,000	1	\$300,000	1	\$400,000
<b>Subtotal</b>					\$215,000		\$545,000		\$950,000

Exhibit 8.3. Development Costs - Site Amenities

# Implementation Options

Development Costs - High Level Overview

## Building Infrastructure

PROGRAM	UNIT	SIZE/COST RANGE		SMALL SCALE		MEDIUM SCALE		LARGE SCALE	
				3-5 ACRES		5-10 ACRES		10+ ACRES	
Water (meter, extend potable water to building)	EA	\$150K - \$300K	VARIES	0	\$0	1	\$250,000	1	\$300,000
Sewer (connection, extend onsite)	EA	\$200K - \$350K	VARIES	0	\$0	1	\$300,000	1	\$350,000
Power (extend from onsite connection point, subpanel)	EA	\$50K - \$100K	VARIES	0	\$0	1	\$75,000	1	\$100,000
<b>Subtotal</b>					\$0		\$625,000		\$750,000

Exhibit 8.4. Development Costs - Building Infrastructure

## Building Elements

PROGRAM	UNIT	SIZE/COST RANGE		SMALL SCALE		MEDIUM SCALE		LARGE SCALE	
				3-5 ACRES		5-10 ACRES		10+ ACRES	
Commissary Kitchen	SF	\$1,500 - \$3,000	\$2,200	0	\$0	400	\$880,000	900	\$1,980,000
Indoor Event Space	SF	\$250-\$400	\$325	0	\$0	5000	\$1,625,000	10000	\$3,250,000
<b>Subtotal</b>					\$0		\$2,505,000		\$5,230,000

Exhibit 8.5. Development Costs - Building Elements

# Implementation Options

## Operating Costs - High Level Overview

Operating the Urban Farm Park would require significant staffing and financial resources. The City will need to understand how to best achieve its overall goals while ensuring that entity operating the farm is financially stable and can operate long-term. The following section provides an overview of operations costs and staffing structure for five urban farms across the U.S., with one in the Midwest region and the rest located in the Pacific Northwest, with details shown in Exhibit 9.

**Total Expenses:** Expenses for operating these Urban Farm Park vary based on factors like location, size, and organization types, ranging from \$867,487 to \$3,938,217. The exception is the City of Fishers, where the operating budget in 2023 was estimated to be \$143,749 (including the salary for 1 full-time Operations Manager and other supplies and additional infrastructure).

**Structure:** Four out of five of these examples operate as a 501(c)3 non-profit. The AgriPark in Fishers, IN, is the only facility that is operated by a governmental entity (the City of Fishers).

**Management:** Typically, one dedicated staff member serves as an Operations Manager/Coordinator to oversee day-to-day management. Additionally, park operations usually rely on seasonal workers and volunteers from the community.

**Staffing:** Among the three farms focused on education without a larger umbrella organization, total staffing ranged from around 12 people at the Cloud Mountain Farm in Everson, WA to 19 staff at Zenger Farm. Staffing costs account for at least half of organizational expenses for all of the nonprofit farms.

**Operational Scalability:** With one dedicated staff member, the Rainier Beach Urban Farm provides an example of an entity that operates with some economies of scale, drawing upon the 36-member staff, governance structure, volunteer base, of the overall nonprofit Seattle Tilth Alliance. The Tilth Alliance also manages Bradner Gardens Park, Good Shepherd Center, Children's Learning Garden, McAuliffe Park, and Giving Grove Community Orchards around WA. The Fishers Agripark, owned and operated by the City of Fishers,

Indiana, also has one dedicated manager, but draws upon the maintenance staff and equipment provided by the City of Fishers.

**Farm Scale:** The parks range in size from 10 to 33 acres, with the primary goals of providing local food sources and environmental education opportunities for the community. The cost of maintaining different scales of recreation and intensities of food growing will greatly affect the operating cost.

**Revenue:** The Urban Farm Park could potentially generate income as an event space as an additional revenue stream to support operations and programming. Hourly rate for event space around the City of Olympia varies significantly and can range from \$39 to \$313 per hour.

# Implementation Options

## Operating Costs - High Level Overview

LOCATION	TYPE OF FARM	SUMMARY	EXPENSES IN 2022	STAFF
<b>Cloud Mountain Farm (Everson, WA)</b>	Incubator Farm	The 20-acre Cloud Mountain Farm Center in Everson, WA is dedicated to <b>building a dynamic local food community that is open and accessible to all.</b>	<b>\$867,487</b> <i>63.8% on staffing</i>	<b>12 staff and 12 board members</b> <i>1 Operations &amp; Facilities Manager</i>
<b>Zenger Farm (Portland, OR)</b>	Urban and Organic Farm	Zenger Farm is located on a 24-acre combined farm and wetland in Outer East Portland- a working urban farm that models, promotes, and educates about <b>sustainable food systems, environmental stewardship, community development, and access to good food for all.</b>	<b>\$1,936,005</b> <i>66% on staffing</i>	<b>19 staff and 8 board members;</b> <i>1 operations manager</i>
<b>Garden-Raised Bounty (GRuB) (Olympia, WA)</b>	Urban Farm/Youth Education Center	GRuB seek to support members of the community in gaining resources, building relationships, and growing good food together.	<b>\$1,157,409</b> <i>56.7% on staffing</i>	<b>15 staff members</b> <i>1 Operations Coordinator</i>
<b>Rainier Beach Urban Farm and Wetlands (Seattle, WA)</b>	Community Farm/City Park	Rainier Beach Urban Farm & Wetlands is a 10-acre city park in Seattle, WA, where people come together to <b>organic food production and distribution, environmental education, and wetland restoration.</b>	<b>\$3,938,217</b> <i>46.8% on staffing</i> <i>(Entire Tilth Alliance organization)</i>	<b>36 staff and 12 board members at Tilth Alliance</b> <i>1 Operations Manager at Rainier Beach Urban Farm &amp; Wetlands</i>
<b>Fishers AgriPark (Fishers, IN)</b>	AgriPark	A 33-acre urban farm in Fishers, IN, the Fishers AgriPark features public fields and gardens, livestock, a playground, nature trail, tree nurseries, and more, all managed by Fishers Parks.	<b>\$143,749</b> based on 2023 Budget	<b>1 Agriculture Operations Manage</b> <i>4-5 Part-time seasonal workers</i>

Exhibit 9. Farm Parks Summary Table

# Implementation Options

## Conceptual Visions

The Urban Farm Park has the opportunity to take on several different forms. Depending on evolving community desires as well as the development of other City of Olympia parks projects, the Urban Farm Park will fill service gaps and help satisfy unmet needs.

Our team has envisioned three conceptual layouts for a future Urban Farm Park. These layouts consider

different spatial sizes, programming emphases, artistic integrations, and implementation costs.

The following renderings aim to give a sense of what the Urban Farm Park could be rather than express a concrete design strategy. As this project progresses past the feasibility stage, the concepts can be conformed to site conditions and altered by participatory input from the community.



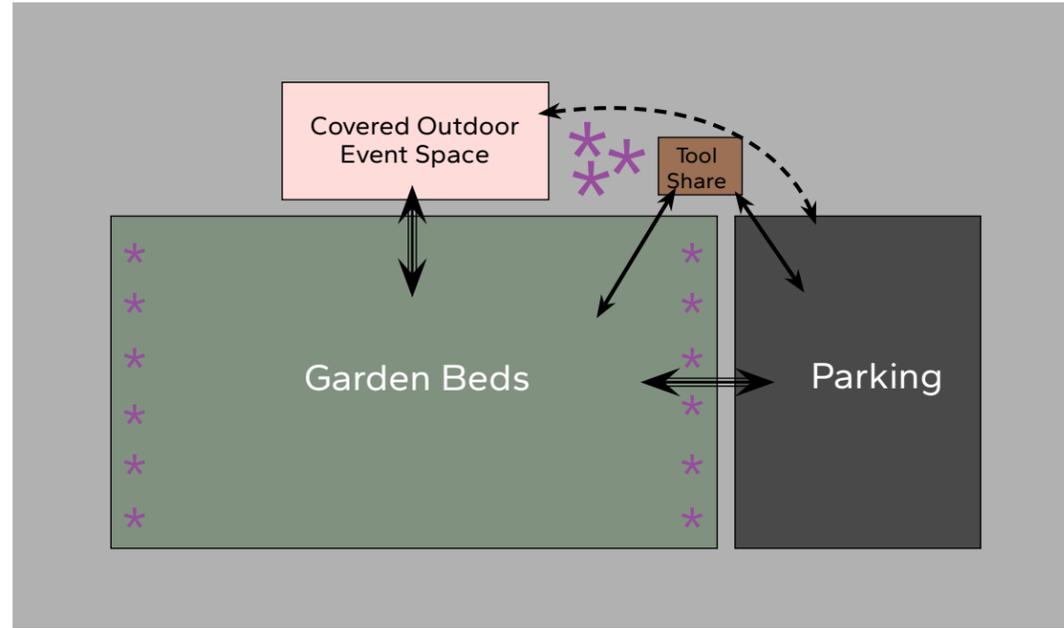
# Implementation Options

## Conceptual Visions



# Implementation Options

## Small Scale Option



### Concept Vision:

Olympia's Urban Farm Park emerges as a small and dynamic growth space focused on farm to table interactions. Crops from this park are grown in specified garden beds that are organized and maintained by a non profit partner on behalf of the community. Food is either directly consumed by the growers or donated back to the local community. Communal tools are shared in an effort to help alleviate some of the barriers to entry for small scale food production. At it's heart, this vision of the Urban Farm Park seeks to create a common knowledge surrounding food systems through growing opportunities, tool accessibility, and basic trainings.

## Small Scale Option Summary

This small scale option explores what the Urban Farm Park might look like with minimal land area and proportional growing space.

**Approximate Size:** 3-5 Acres  
(130,000 - 215,000 sf)

### Program Elements:

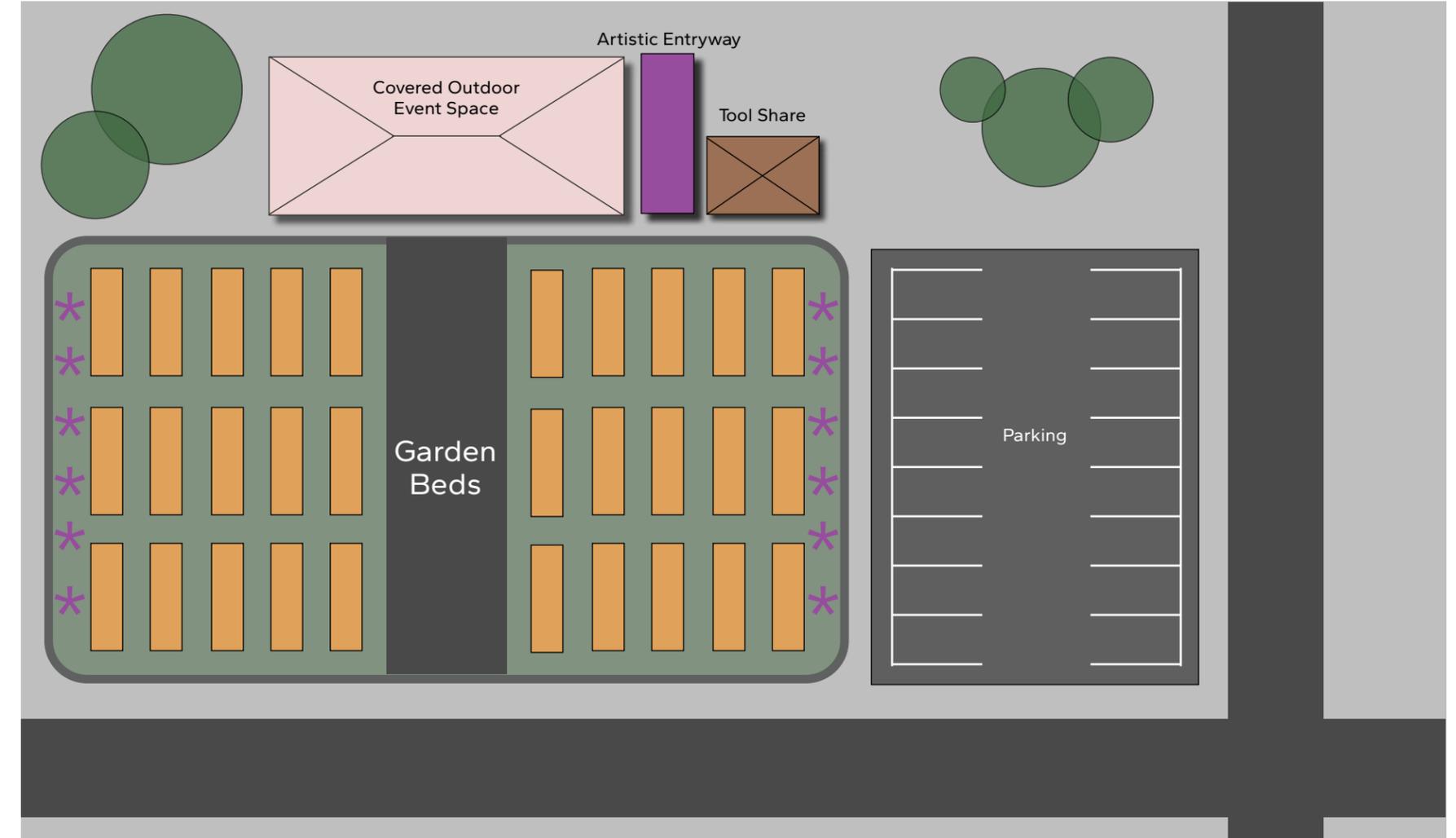
- 5,000 sf Pedestrian Paving
- 1,000 lf Exploration Paths
- 1-2 Art Elements
- 1,200 sf Covered Outdoor Event Space
- 10 ft x 10 ft Tool Share
- 30 Garden Beds

**Development Cost Estimate:**  
\$2,000,000 - \$3,000,000

*Program element sizes are relative to the Kit of Parts as shown in Appendix Kit of Parts and were used to estimate costs*

# Implementation Options

## Small Scale Option



# Implementation Options

Small Scale Option



# Implementation Options

Small Scale Option



University of British Columbia Botanical Garden - Box Garden



Skylar Ziika - Orchard



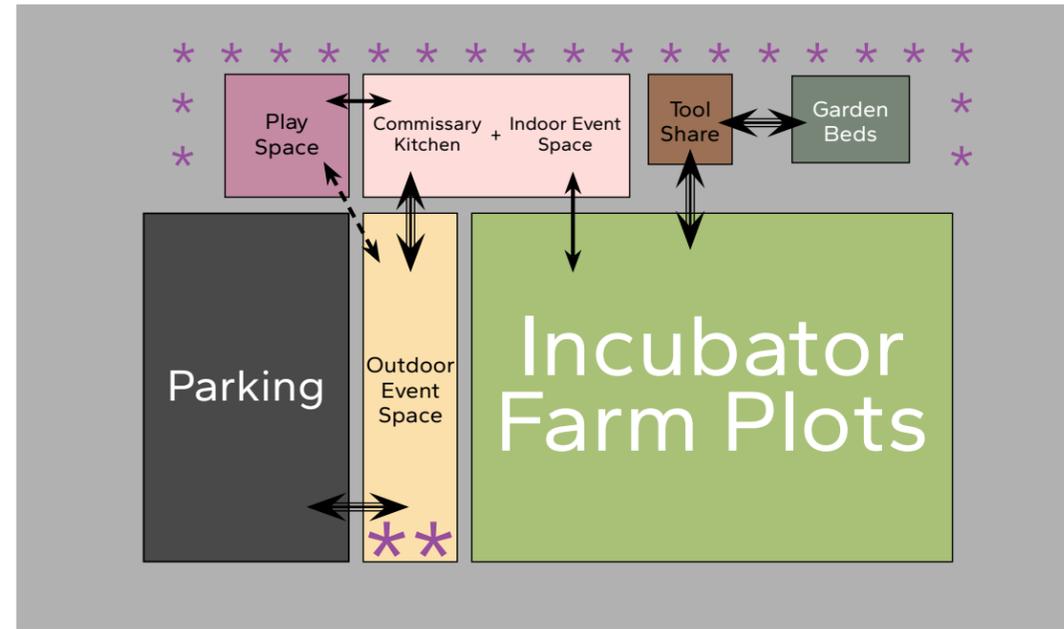
Carolina Timberworks - Small Covered Event Space



Tool Share

# Implementation Options

## Medium Scale Option



### Concept Vision:

Olympia's Urban Farm Park is a pioneering facility committed to farmer training, incorporating climate adaptive practices, and cultivating community connection to farming. The facility would access to traditional, new, experimental, and innovative farming equipment and tools that are otherwise cost-prohibitive for educating potential/future farmers. With a focus on empowering farmers with the knowledge and skills for sustainable agriculture and agroecology to foster a skilled workforce, the park aims to cultivate a thriving and resilient agricultural community for a sustainable future.

## Medium Scale Option Summary

This medium scale option explores what the Urban Farm Park might look like with a mix agricultural spaces and community spaces.

**Approximate Size:** 5-10 Acres  
(260,000 - 435,000 sf)

### Program Elements:

- 10,000 sf Pedestrian Paving
- 3,000 lf Exploration Paths
- 4-5 Art Elements
- 2,000 sf Play Space
- 400 sf Commissary Kitchen
- 5,000 sf Indoor Event Space
- 20 ft x 30 ft Tool Share
- 25 Garden Beds
- 1,200 sf Outdoor Event Space
- 6 Incubator Farm Plots

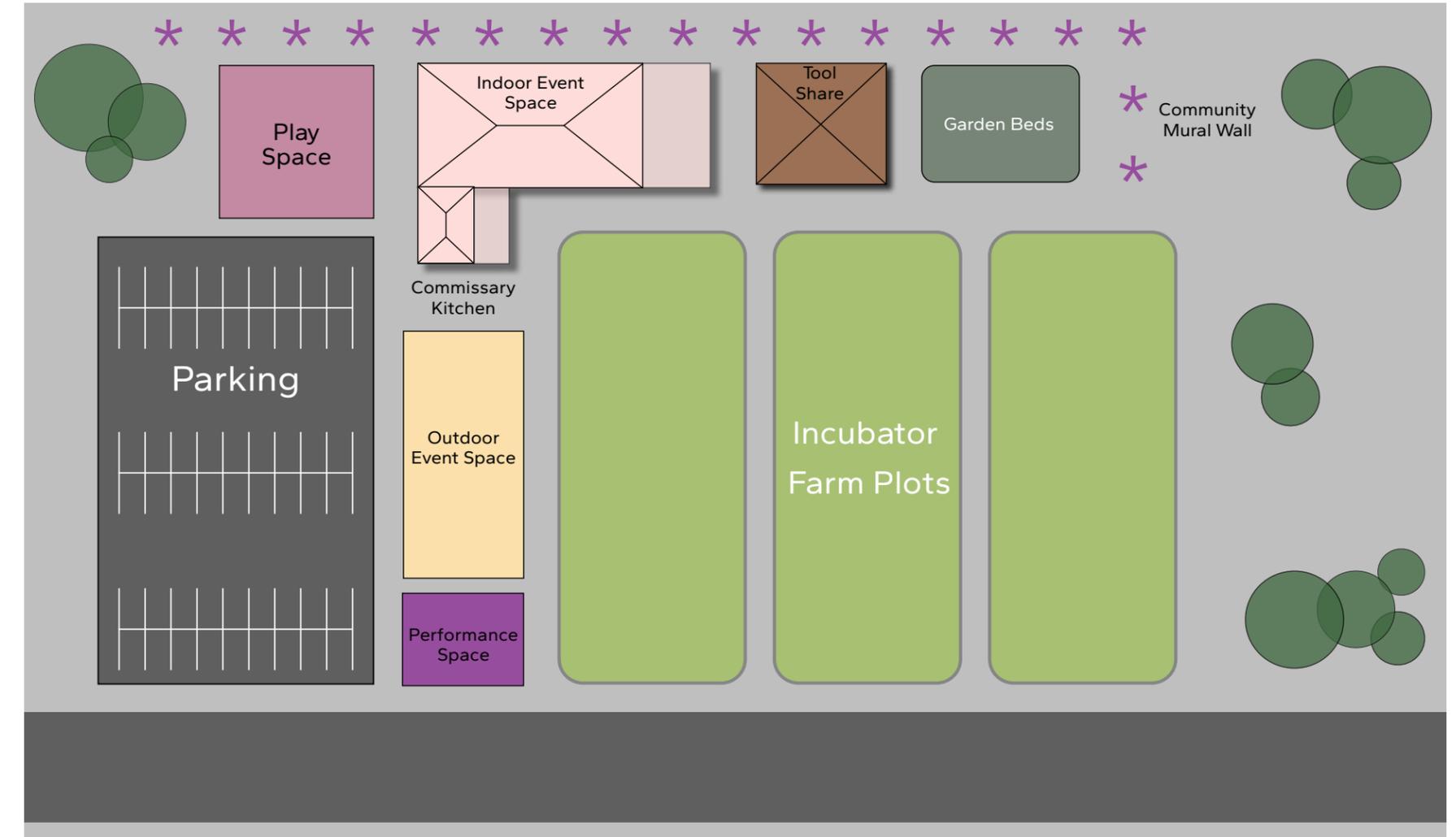
### Development Cost Estimate:

\$3,000,000 - \$15,000,000

*Program element sizes are relative to the Kit of Parts as shown in Appendix Kit of Parts and were used to estimate costs*

# Implementation Options

## Medium Scale Option



# Implementation Options

Medium Scale Option



# Implementation Options

Medium Scale Option



Dan Ryan Woods - Nature Play



Bootstrap Farmer - Greenhouse



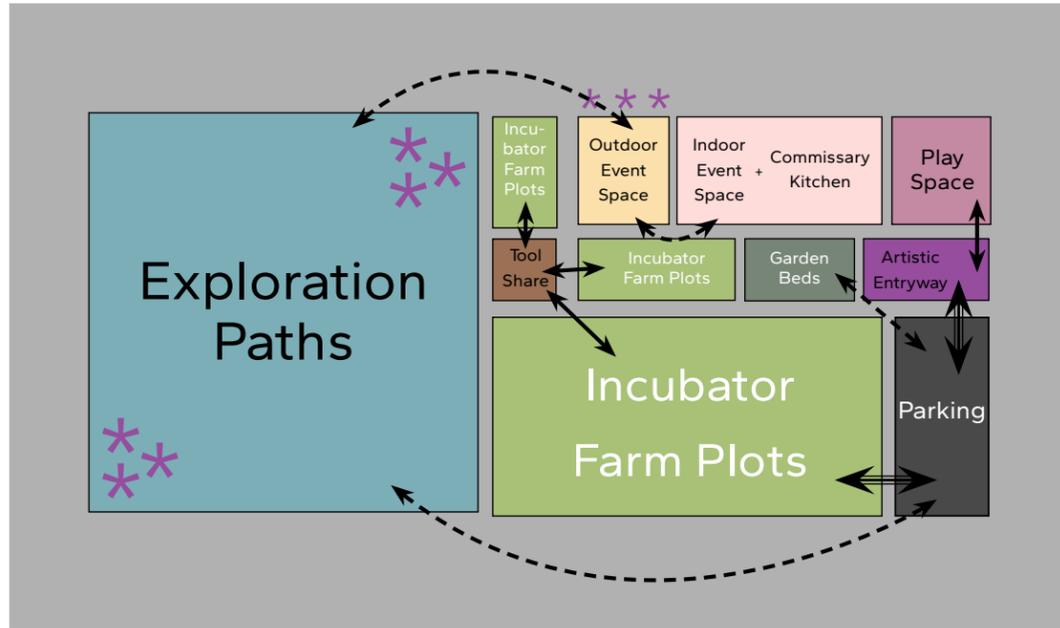
Seth Siditsky - Row Crops



Seeking Farmland - Farm Stand

# Implementation Options

Large Scale Option



## Concept Vision:

Olympia's Urban Farm Park is a large, multi-purpose facility to combines, community recreation, individualized farming training, and ecological conservation. This space has designated areas for both large and small scale growing practices as well as more integrated productive landscapes such as orchards and food forests. A commissary kitchen and adjacent event spaces provides processing space for harvested food and educational workshops. The Urban Farm Park actively complete with several types of active and passive recreation opportunities. A focus on long term sustainability and climate sensitive practice is woven throughout the entire campus.

## Large Scale Option Summary

This large scale option explores what the Urban Farm Park might look like with the greatest volume of program elements.

**Approximate Size:** 10+ Acres (435,000+ sf)

### Program Elements:

- 20,000 sf Pedestrian Paving
- 10,000 sf Exploration Paths
- 7-8 Art Elements
- 2,000 sf Play Space
- 10,000 sf Indoor Event Space
- 900 sf Commissary Kitchen
- 30 ft x 40 ft Tool Share
- 20 Garden Beds
- 2,500 sf Outdoor Event Space
- 9 Incubator Farm Plots

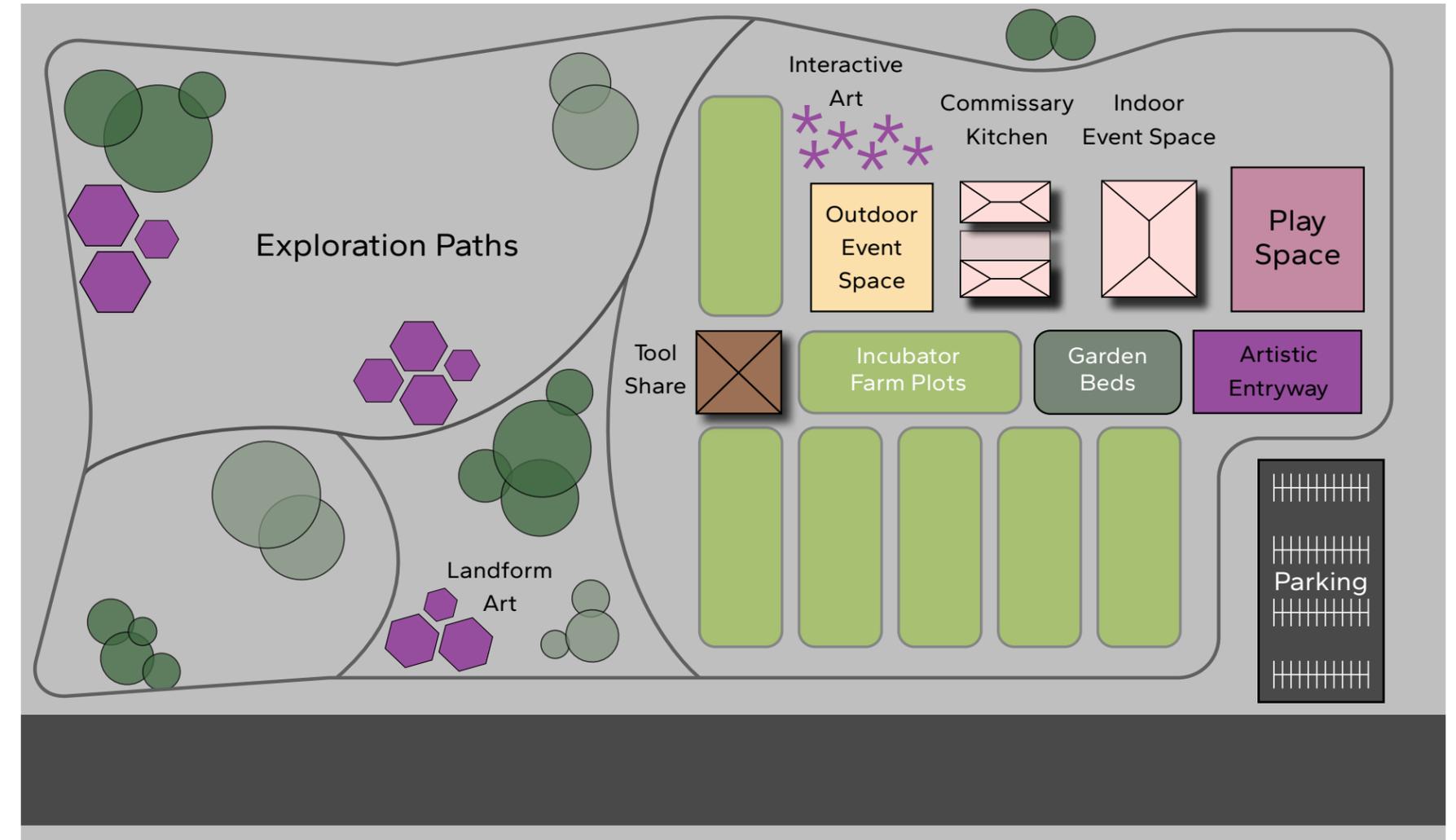
### Development Cost Range:

\$15,000,000 - \$30,000,000

*Program element sizes are relative to the Kit of Parts as shown in Appendix Kit of Parts and were used to estimate costs*

# Implementation Options

Large Scale Option



# Implementation Options

Large Scale Option



# Implementation Options

Large Scale Option



Carl Heyerdahl - Event Space



Mt. View Grange - Tool Share



Meron Menghistab - Row Crops



Sweeney Custom Landscaping - Exploration Paths

“This is a means for the community to **experience invaluable connections** with the needs and the abundance of our earth.”

- Anonymous Response from the Urban Farm Park Public Survey Results

## Next Steps and Findings

# Next Steps and Findings

## Bringing the Urban Farm Park to Life: Conditions for Investment

This study aimed to understand the factors that drive the feasibility of an Urban Farm Park in the City of Olympia and to explore community sentiment regarding the potential investment in an Urban Farm Park.

Through this work, we have found that an Urban Farm Park would be a visionary investment in the City's park offerings and agricultural infrastructure. However, constructing and operating such a place will require public and philanthropic subsidies, which will take time and

persistence to identify, secure, and invest.

Similar to how the City is undertaking large-scale public investments in the Regional Aquatic Center and the Olympia Armory Creative Campus redevelopment, this initiative will likely reflect the pattern of previous significant investments in the City of Olympia Parks, Art, and Recreation system. For this place to materialize, it will take unwavering champions within the City and the community.

As outlined below, several conditions must align before the Urban Farm Park can proceed.

Our team has identified several hurdles OPARD must overcome when master planning for an Urban Farm Park moves forward. These recommendations will help navigate the future process. However, they may only address some potential challenges that could arise during the progression of the urban farm park project.



Heyday Farm, Paul Dunn

# Next Steps and Findings

## Feasibility Conditions

**Condition 1: Community support that leads the City to prioritize the Urban Farm Park, among its many other priorities**

### Key Findings

Our study found clear community support for the Urban Farm Park. As visionary as this idea is, it must also meet the ground and merge with long-term planning elements that the Olympia Parks, Arts, and Recreation Department and the City use to guide growth and development.

### Recommendations

- **Include the Urban Farm Park in the 2045 Comprehensive Plan.** It is recommended that during the 2045 Comprehensive Plan update, staff seek feedback on urban agriculture from the broader community, capture ideas that support locally grown food,

and where appropriate develop goals and policies to support the community's vision. This will help continue the community conversation around urban agriculture and anchor what was heard throughout the process of developing this feasibility study.

- **Include the Urban Farm Park in future planning processes.** The 2022 Parks, Arts and Recreation Plan drives the park system investments for six years (2022-2028). The kick-off for the next Parks Plan update will start in the next year or two. It will be the perfect time to include the Urban Farm Park in public surveys and outreach to gather additional feedback that will assist in the prioritization of future projects and if appropriate include the Urban Farm Park in future Capital Facilities Plans.

**Olympia Urban Farm Park would address several agricultural goals and policies currently in the Comprehensive Plan**

GL25, PL25.3, PL25.4, PL25.8, PL25.9, PR9.1, PN8.7



Heyday Farm, Paul Dunn

# Next Steps and Findings

## Feasibility Conditions

### Condition 2: Identify a stable and compatible farm operator

#### Key Findings

Stakeholder engagement for this feasibility study underscored a vision for the Urban Farm Park that balances **training for emerging farmers, environmental stewardship, community engagement, and food access.** Many farms receiving substantial public support prioritize broad community education and farmer apprenticeship programs. This theme emerged repeatedly during our outreach efforts, with interviewees emphasizing the gap between farms and the urban community and the potential to instill lifelong interests in healthy food and environmental stewardship through core childhood experiences. The City should aim for a balanced approach that aligns educational objectives with the practical needs of working farmers on the site. Ensuring the safety of visitors

and minimizing disruption to the farmers' work will require careful planning when accommodating the public on the site.

Addressing food and land access can further fulfill community needs, particularly for underserved populations. The Urban Farm Park could designate areas for community farming, catering to organizations like the Haki Farmers, alongside a more accessible area managed by a nonprofit organization. Additionally, efforts to "normalize fresh food" among underserved populations could draw inspiration from existing initiatives such as the Thurston County Food Bank, GRuB, Growing Home Collective, and Freedom Farmer programs. This may involve cultivating culturally specific foods better to meet diverse communities' dietary preferences and needs.

Questions of how the Urban Farm Park is managed and governed are critical to its success. The most likely operating model is one in which the City manages the recreational aspects of the park while providing an inexpensive ground lease for the farm aspects of



Markus Spiske, Unsplash

# Next Steps and Findings

## Feasibility Conditions

the park to a nonprofit organization. The City and nonprofit would operate in close collaboration to ensure that the community's needs are met.

This feasibility study did not yield definitive findings on who should operate the farm. However, several promising partners emerged.

- The Thurston Conservation District (TCD) offered continued help as an advisor on the farm portion, and there could be opportunities to explore as the TCD identifies a site and develops its Education Center.
- Olympia School District must explore a new home for their Freedom Farmer's Program. While the timing might not align to locate the program on the urban farm park site, the City could support the School District's efforts.
- Cielo is interested in establishing ties between the people they serve (many of whom come from agricultural backgrounds) and the farming community. They are also interested in programs that help budding

entrepreneurs and could be a partner in several aspects of the urban farm park, including the commissary kitchen.

- Growing Home Collective would be interested in being a partner in education.

#### Recommendations

- The City should consider an educational focus for the urban farm park, extending beyond just the education of emerging farmers to encompass youth education, field trips, and "open farm days," especially if significant public funding is involved.
- Before the following Parks, Art and Recreation Plan planning process, the City should continue to serve as a steward for the Urban Farm Park concept and dedicate staff time to deepen relationships with key organizations that may be interested in partnering on future physical urban farm park. Long-term conversations will be vital to creating an urban farm park that feels welcoming



Steven Weeks, Unsplash

# Next Steps and Findings

## Feasibility Conditions

and culturally relevant would be immensely informative.

- In developing agreements and vetting potential operating partners, the City should hone in on the mission of the Urban Farm Park. When establishing strategic collaborations with other organizations, the City should ensure that the organization's goals align with the Urban Farm Parks. This will help to prevent potential challenges arising from disparate objectives. Questions about design, management and governance are critically important to moving the concept forward with organizations.
- Explore capacity-building grants for organizations that are interested in deepening their ties into Thurston County's agricultural ecosystem.
- Initiate a round of engagement that expands the organizations that this process did not reach and seeks to meet the needs of organizations with immediate unmet land needs for farming, including the Haki Farmers. This could occur as the parks master planning process begins in 2026.

### Condition 3: Funding to support the acquisition of a site to house the Urban Farm Park

#### Key Findings

The City cannot lead the development of an urban farm park at this time, given several other large-scale investments that the City is making. To advance the urban farm park over the next five to ten years, the 2028-2034 Parks Plan must prioritize this investment (among many



Markus Spiske, Unsplash

other important parks and open space investments). Once prioritized, the next step will be to identify a funding strategy for the different segments of the project, starting with acquisition purchase and development of the site. We have some funds set aside for land acquisition, but development and operating costs are more constrained.

#### Recommendations

- Continue to explore creative partnerships and funding opportunities for the Urban Farm Park site.

# Next Steps and Findings

## Feasibility Conditions

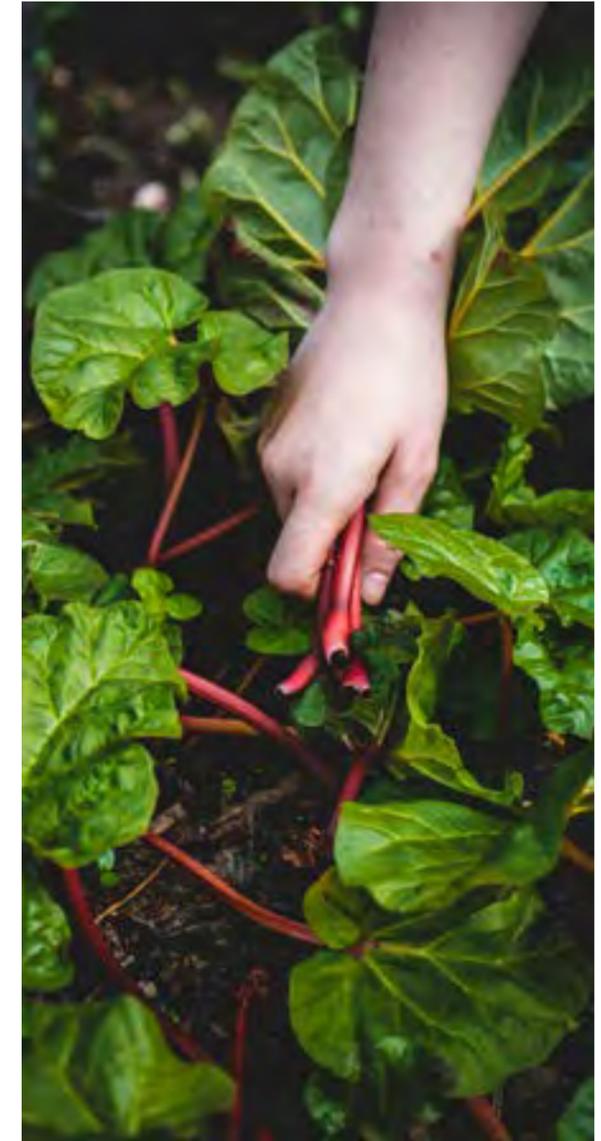
- Processing space
- Recreation space
- Restrooms

Using the "Kit of Parts" we tested three site configurations with these short list of site program elements. While keeping costs in mind, and overall site function, there appears to an optimal site size range - too small is inefficient, while too big is too costly to manage and maintain. The Goldilocks range is for sites in the 9-12 acre size.

#### Recommendations

General Site Design:

- Design flexible spaces that can be transformed over time as needs change or new opportunities arise.
- Be thoughtful about exterior space planning. For example, the Rainier Beach Farm includes an overhanging roof on its event space, allowing for outdoor programming during wet weather. The City should plan for more covered space than anticipated to optimize year-round outdoor programming.



Jonathan Kemper, Unsplash

### Condition 4: Identification of a site that can accommodate the many necessary elements of the Urban Farm Park

#### Key Findings

For the design phase of the project to move forward, OPARD must select a site. We encourage the site selection process to be open in the search phase as the Urban Farm Park can take a lot of different forms. An opportunity may arise on a site that could not have been foreseen. The Implementation Options chapter describes the options for an urban farm park with three different size options. There is a basic list of site needs that all sites will need, regardless of site size:

- Parking
- Tool storage
- Growing space
- Gathering space

# Next Steps and Findings

## Feasibility Conditions

- Consider and plan for a lot of storage for tools and supplies along with event infrastructure like tables and chairs.
- Consider the future technology direction and how to integrate it into the Urban Farm Park.
- Consider the maintenance of borders, including ongoing needs for noxious weed abatement. Such projects are ripe for volunteer efforts but could provide work for community members with City support.
- Include site security needs in initial planning and estimates, especially for areas where food is grown. An on-site

- farm keeper can help ensure the site is overseen even when programs are inactive.
- If the City is considering LEED or Living Building certification, ensure that the operating model accounts for the maintenance of sophisticated systems. Consider maintenance costs when selecting green features/ systems.

### Size and Shape:

- Seek at a site in the 9-12 acre size range.
- Seek a site with utilities nearby, in the adjacent street, is ideal.



Heyday Farm, Paul Dunn

## Condition 5: Funding for the construction of the Urban Farm Park

### Key Findings

Depending on the ultimate site program and phasing costs, these costs could exceed what the City can provide on its own. Funding for the construction of the urban farm park could include local contributions, state grants, foundation grants, and individual donations. Pursuing external funding will take significant staff time, which the City must plan for to be successful.

### Recommendations

- Look for creative ways to fund various park elements while ensuring the funding requirements align with the Urban Farm Park's mission.

# Next Steps and Findings

## Feasibility Conditions

## Condition 6: Ongoing subsidies to support the nonprofit operating the Urban Farm Park

### Key Findings

The Urban Farm Park will only be feasible if the City and its operating partner can cover operating and maintenance expenses. We found that comparable urban farm parks with an educational focus require upwards of \$1 to 2 million to operate annually. Scaling of existing organizations may ensure continued stable operations, while creation of a new entity would allow for the Urban Farm Park to operate with its own mission and values.

### Recommendations

- Vetting for potential operators should include close accounting of their financial capacity and alignment of their mission



Cloud Mountain Farm

# Next Steps and Findings

## Feasibility Conditions

**Condition 7: Ongoing funding to support the maintenance and capital of operations the recreational elements of the Urban Farm Park**

### Key Findings

This study did not include a detailed accounting of ongoing operating costs for recreational elements, but we assumed that the City would be able to incorporate the Urban Farm Park into its existing operating structure. However, depending on the maintenance demand, the City would require additional operating funds to support a developed park with the same level of service as other parks of similar size and amenities.

### Recommendations

- If the City pursues a model in which a partner operates just the “farm elements” of the park, the City will need to ensure that it has adequate staffing to support ongoing maintenance of play equipment, parking lots, and other non-farm elements of the park.



Cloud Mountain Farm

# Next Steps and Findings

## Conclusion

This study highlights how an Urban Farm Park would serve as a community asset that strengthens residents’ connection to food. While challenges lie ahead and substantial funding will be necessary from both public and philanthropic sources, there is reason for optimism. Initial community support is evident for this project. The City should work to incorporate this concept among its many initiatives and explore further public feedback during the next Parks Plan update.

By fostering partnerships, focusing on practical next steps, and seeking innovative funding avenues, the City can lay the groundwork for a valuable community asset that promotes agriculture and education while meeting the needs of its diverse population.



Unsplash, Kamala Bright

“

“This could be a force for supporting **community, the environment, individuals and families.**”

- Anonymous Response from the  
Urban Farm Park Pubic Survey Results

”

## Appendix

*Case Studies Precedents  
Discovery Workshop Summary  
Stakeholder Interview Summary  
Operation Costs  
Pubic Survey Results  
Kit of Parts  
Art Vision Guidelines  
Key Findings*

# Endnotes

## Document References

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**1. City of Olympia Community Planning Approach:**

[https://www.olympiawa.gov/community/urban\\_agriculture.php#:~:text=What%20is%20allowed%3Fvibrant%2C%20walkable%20places%20within%20neighborhoods](https://www.olympiawa.gov/community/urban_agriculture.php#:~:text=What%20is%20allowed%3Fvibrant%2C%20walkable%20places%20within%20neighborhoods)

**2. Olympia Comprehensive Plan:**

[https://www.olympiawa.gov/government/codes\\_plans\\_standards/olympia\\_comprehensive\\_plan.php](https://www.olympiawa.gov/government/codes_plans_standards/olympia_comprehensive_plan.php)

**3. Olympia Municipal Code:**

[https://www.olympiawa.gov/government/codes\\_plans\\_standards/municipal\\_code.php](https://www.olympiawa.gov/government/codes_plans_standards/municipal_code.php)

**4. Engage Olympia Urban Farm Survey:**

[https://ehq-production-us-california.s3.us-west-1.amazonaws.com/8bb9727a244581e4e1385ae4cb9078cc6726b0d0/original/1698961188/c5566960886aeab848ccf816b33ea5aa\\_Urban-Farm\\_Survey-Results.pdf](https://ehq-production-us-california.s3.us-west-1.amazonaws.com/8bb9727a244581e4e1385ae4cb9078cc6726b0d0/original/1698961188/c5566960886aeab848ccf816b33ea5aa_Urban-Farm_Survey-Results.pdf)

**5. Olympia Urban Agriculture Analysis:**

<https://www.thurstoncd.com/wp-content/uploads/2022/08/Olympia-Urban-Agriculture-Analysis-2022.7.21.pdf>

**6. Parks, Arts & Recreation Plan:**

[https://www.olympiawa.gov/services/parks\\_recreation/parks\\_arts\\_recreation\\_plan.php](https://www.olympiawa.gov/services/parks_recreation/parks_arts_recreation_plan.php)

**7. Olympia Farmland Analysis:**

<https://www.thurstoncd.com/wp-content/uploads/2021/01/Olympia-Farmland-Analysis.pdf>

**8. Olympia Subarea Planning:**

<https://olympianeighborhoods.org/resources-and-links/subarea-planning/>



## City Council

# Consider a Referral Regarding Introduction of a Diverse Family Structure Nondiscrimination Ordinance

**Agenda Date:** 1/13/2026  
**Agenda Item Number:** 8.A  
**File Number:**26-0041

---

**Type:** referral **Version:** 1 **Status:** Referral

---

### Title

Consider a Referral Regarding Introduction of a Diverse Family Structure Nondiscrimination Ordinance

### Recommended Action

#### Committee Recommendation:

Not referred to a committee.

#### City Manager Recommendation:

Move to approve a referral to introduce an ordinance for City Council consideration based on available model legislation, with revisions informed by City Attorney review and public comment during the legislative process.

### Report

#### Issue:

Whether to approve a referral to introduce an ordinance for City Council consideration based on available model legislation, with revisions informed by City Attorney review and public comment during the legislative process.

#### Staff Contact:

Melissa McKee, Assistant to City Council, 360.753.8443

#### Presenter(s):

Councilmember Robert Vanderpool

#### Background and Analysis:

Despite progress toward equity, community members with diverse family and relationship structures-including single-parent households, multi-generational families, blended families, chosen families, and other non-monogamous arrangements-continue to face systemic discrimination and barriers to access. Housing affordability models often assume dual-income households, creating disproportionate challenges for single-income providers. These inequities intersect with other forms of discrimination, limiting access to housing, healthcare, education, and public services due to the absence of explicit legal protections.

U.S. Department of Housing and Urban Development data shows that familial status discrimination accounted for 8.5% of all housing discrimination complaints under the Fair Housing Act, and a 2024 survey by the Organization for Polyamory and Ethical Non-monogamy (OPEN) found significant stigma and discrimination reported by adults in non-monogamous relationships across multiple life domains. The lack of legal recognition forces many families to conceal their household composition to avoid harm, creating barriers to care, community participation, and family stability.

The referral proposes that the City Council consider an ordinance to affirm and protect diverse family structures by adding “family or relationship structure” as a protected category wherever protected groups are articulated within existing City code. Model legislation is available, and city-specific language can be drafted by the Polyamory Legal Advocacy Coalition in coordination with the City Attorney.

Before advancing housing-related changes, the City should engage Fair Housing partners and key housing stakeholders to ensure alignment with existing policies and support equitable implementation. The ordinance would be enforced through civil action by aggrieved individuals and/or discretionary enforcement by the City Attorney, with damages set at three times the actual harm or a minimum of \$1,000, plus attorney fees for successful claims.

Councilmember Vanderpool, with support from Mayor Payne and Pro Tem Huynh, requests that the City Council review the proposed ordinance and consider its adoption.

**Climate Analysis:**

This issue does not have a direct impact on climate.

**Equity Analysis:**

Families with non-normative and diverse relationship structures face disproportionate barriers to housing, healthcare, and public services. Adding “family or relationship structure” as a protected category would help reduce discrimination and promote inclusion for these households.

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

Periodically, community members have requested that the City of Olympia take action by evaluating and advancing local policies and protections that affirm diverse family and relationship structures. Currently, public dialogue and testimony on this issue is limited due to community members’ fear of being “out” and targeted based on the makeup of their family or relationship structure.

**Financial Impact:**

There is no known financial impact to the City.

**Options:**

1. Move to approve a referral to introduce an ordinance for City Council consideration based on available model legislation, with revisions informed by City Attorney review and public comment during the legislative process.
2. Postpone consideration of the referral.
3. Do not consider the referral.

**Attachments:**

Referral

Model Legislation

Legislation Factsheet

LGBTQIA2S+ Resolution

Olympia Experiences of Discrimination Report



# City Council Referral Request

Tracking Number  
(Provided by Staff)

*Click or tap  
here to enter  
text.*

Date of  
Referral

1/5/2025

Requester Councilmember Vanderpool

Referral To  Study Session

Staff

Community Livability & Public Safety

Land Use & Environment Committee

Work Session

Committee of the Chairs

Finance Committee

Advisory Committee (type here)

## Problem Statement

*A clear concise description of the issue(s) that need(s) to be addressed.*

Despite progress toward equity, community members with diverse family and relationship structures, including single-parent households, multi-generational families, blended families, chosen families, and non-monogamous arrangements, continue to face systemic barriers. Housing affordability models often assume dual-income households, creating disproportionate challenges for single-family providers. These inequities intersect with other forms of discrimination, limiting access to housing, healthcare, education, and public services due to the absence of explicit legal protections. U.S. Department of Housing and Urban Development data shows that familial status discrimination accounted for 8.5% of all housing discrimination complaints under the Fair Housing Act. A 2024 survey by the Organization for Polyamory and Ethical Non-monogamy (OPEN) found significant stigma and discrimination reported by adults in non-monogamous relationships. The lack of legal recognition forces many families to conceal their household composition to avoid harm, creating barriers to care, community participation, and family stability. These disparities disproportionately impact LGBTQIA2S+ households, blended and chosen families, and other diverse relationship structures, demonstrating the need for Olympia to evaluate local legislation that affirms and protects diverse family structures. Periodically, community members have requested that the City of Olympia take action by evaluating and advancing local policies and protections that affirm diverse family and relationship structures. Currently, public dialogue and testimony on this issue is limited due to community members' fear of being "out" and targeted based on the makeup of their family or relationship structure.

## Request

*What is being requested to assist in addressing the issue described in the problem statement?*

The proposed referral ordinance would add "family or relationship structure" as a basis for protections wherever protected groups are articulated within existing code. Model legislation is available, and city-specific legislative language can be drafted by the Polyamory Legal Advocacy Coalition in coordination with the City Attorney.

(See attached document: [Model Diverse Family and Relationship Structure Nondiscrimination Legislation – An ORDINANCE to Protect Family Inclusion and Relationship Diversity](#))

## Key Definitions

For the purposes of this ordinance, "family or relationship structure" includes but is not limited to:

- The composition of interrelationships within a household
- Involvement in intimate personal relationships between consenting adults
- Non-normative and non-nuclear family arrangements, including multi-partner and multi-parent families, blended (step) families, multi-generational households, single-parents-by-choice, chosen families, and similar configurations

## Stakeholder Engagement

Before advancing housing-related changes, the City should engage Fair Housing partners and key housing stakeholders. These partners have maintained consistent involvement with the City and have requested collaboration on housing policy decisions. Early engagement will help ensure alignment with existing policies and support equitable and well-informed implementation.

## Implementation and Enforcement

The ordinance would be enforced through:

- Civil action by aggrieved individuals, and/or
- Discretionary enforcement by the City Attorney

Damages for each violation are three times the actual harm or a minimum of \$1,000, plus attorney fees for successful claims.

## Cost and Impact

- No additional city staff or resources required
- No impact on City budget
- Enforcement through existing legal mechanisms
- Significant anticipated positive impact on family stability, access to services and community well-being

## Relationship to City Business or Proposed City Business/Services

*Describe how this will enhance what is already offered and/or what it will provide that is not currently available. Why is this the City's issue to address? How will this create a more adaptive and resilient organization? How will this enhance the City's work to further equity, climate, and social justice?*

On January 28, 2025, the Olympia City Council adopted a resolution declaring Olympia a sanctuary city for LGBTQIA2S+ community members, reaffirming the City's commitment to protecting civil rights, rejecting discrimination, and upholding Washington's Law Against Discrimination. The resolution commits the City to reviewing policies for inclusivity, reducing barriers to services, strengthening legal and institutional protections, and taking proactive steps to ensure all residents feel safe, supported, and able to live openly.

This referral directly advances those commitments by translating the values and principles articulated in the Sanctuary City resolution into enforceable law. By adding *family or relationship structure* as a protected class within existing City code, the proposed ordinance operationalizes the City's stated intent to expand civil rights protections, address gaps in anti-discrimination coverage, and reduce barriers faced by community members in diverse families and relationships, both within and beyond the LGBTQIA2S+ community.

The proposed ordinance aligns with the City's ongoing equity, belonging, and public safety efforts by strengthening legal protections through existing civil enforcement mechanisms, ensuring consistency across City policies and services, and affirming Olympia's role as a leader in inclusive governance.

The Social Justice & Equity Commission plays a key advisory role in advancing equity and inclusion in Olympia. The Commission partners with the community and City leadership to analyze data, elevate community voices, and recommend policies and practices that reduce disparities and promote fairness. Through their work, including engagement with the 2023 Experiences of Discrimination in Olympia Report, the Commission helps guide efforts to build a more just, inclusive, and welcoming city for all. This report documents the lived experiences of community members who have faced discrimination in Olympia. Grounded in community input, the report identifies patterns, impacts, and areas of concern across systems and institutions. This recommendation to protect diverse families and relationship structures further expands the City's work to address discrimination in Olympia.

## Connection to Comprehensive Plan

*Choose all that apply.*

**Public Safety**

*Ensure that all Olympians feel safe and receive reliable, compassionate care.*

**Community Livability**

*Enrich quality of life and foster belonging for all who live, work, or spend time in Olympia.*

**Environmental Stewardship**

*Preserve and enhance Olympia's natural resources.*

**Economy**

*Promote a thriving and diversified economy with pathways to prosperity for everyone.*

**Organizational Excellence**

*Deliver exceptional services and programs that are responsive to the needs of the community.*

**Well-Planned City**

*Plan for, construct and maintain a built environment that ensures the wellbeing of current and future generations.*

## Options

*Describe proposed options for moving the idea or issue forward for the meeting body to consider.*

1. Introduce an ordinance for Council consideration based on available model legislation, with revisions informed by City Attorney review and public comment during the legislative process.

## Timing

*Is this issue time sensitive, are there other timing factors to consider?*

The resolution is proposed for consideration in upcoming Council meetings, with targeted adoption on February 10, 2026, to coincide with Valentines Day.

## Supporting Documentation (*Work Plan, Transportation Master Plan, Parks Plan, etc*)

*Are there documents that support your request or should be considered?*

- Protecting Diverse Families and Relationships across the United States
- MODEL DIVERSE FAMILY AND RELATIONSHIP STRUCTURE NONDISCRIMINATION LEGISLATION AN ORDINANCE to Protect Family Inclusion and Relationship Diversity
- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, DECLARING THE CITY OF OLYMPIA A SANCTUARY CITY FOR LGBTQIA2S+ PEOPLE
- Olympia Experiences of Discrimination Report

## Councilmember Signatures

*Two Councilmembers must support the request including the Chair of the Committee of referral. (Cannot be a committee quorum unless discussed at an open public meeting of the committee.)*

Robert Vanderpool  
Sponsoring Councilmember

1. Dontae Payne  
Mayor
2. Yến Huỳnh  
Mayor Pro Tem

## Staff Supplement

*Staff will review the request to generate administrative impacts to be considered as part of proposal (staff to initial after their review):*

Budget Impacts: Click or tap here to enter text.

Legal Review (*to include regulatory authority*): Click or tap here to enter text.

Policy implications: Click or tap here to enter text.

Implementation Considerations: Click or tap here to enter text.

Staff Liaison: Click or tap here to enter text.



HARVARD LAW SCHOOL  
LGBTQ+ Advocacy Clinic



## MODEL DIVERSE FAMILY AND RELATIONSHIP STRUCTURE NONDISCRIMINATION LEGISLATION

### An ORDINANCE to Protect Family Inclusion and Relationship Diversity

WHEREAS: The City of \_\_\_\_\_ recognizes the diverse composition of its citizenry and values its people, including the diverse composition of families and intimate relationships;

and WHEREAS: The City recognizes that diverse family and relationship structures, including relationship structures involving more than two adults engaged in a loving and consensual relationship, are becoming increasingly common;

and WHEREAS: People in interpersonal relationships between two or more adult individuals that involve romantic, physical, emotional, and/or familial intimacy face discrimination in many aspects of public life due to prejudicial misunderstandings related to the validity and moral fitness of such relationships;

and WHEREAS: Single parents and people who identify as asexual and/or aromantic also face discrimination in many aspects of public life.

And WHEREAS: The City of \_\_\_\_\_ acknowledges that many antidiscrimination laws were enacted in a time when diverse family and relationship structures were not properly recognized and now seeks to recognize the diverse family and relationship structures of its residents, including multi-partner/multi-parent families and relationships, step families, single parents, diverse family structures, multi-generational households, consensually non-monogamous relationships, and consensual sexual and/or intimate relationships, including asexual and aromantic relationships;

and WHEREAS: In order to recognize these relationships in the full scope of anti-discrimination law, we must change the antidiscrimination language of the Ordinances of the City of \_\_\_\_\_ to prohibit discrimination on the basis of relationship status; now and therefore be it...

## **Chapter \_\_\_: DISCRIMINATION BASED ON DIVERSE FAMILY AND RELATIONSHIP STRUCTURE**

### **Definitions.**

“Business establishment” means any entity, however organized, which furnishes goods, services or accommodations to the general public. An otherwise qualifying establishment which has membership requirements is considered to furnish services to the general public if its membership requirements: (1) consist only of payment of fees; (2) consist of requirements under which a substantial portion of the residents of this city could qualify; or (3) consist of an otherwise unlawful business practice.

“Discrimination” means any act, policy or practice which, regardless of intent, has the effect of subjecting any person to differential treatment as a result of that person's family and relationship structure. The phrase “differential treatment” includes any limitation on a person's full, unsegregated and equal access to or enjoyment of, employment, real estate transactions, business establishments, and municipal services. Discrimination on the basis of family and relationship structure shall include both discrimination based on actual knowledge of family and relationship structure and discrimination based on supposition or assumption of family and relationship structure or desired structure.

“Family and relationship structure” means the actual or perceived involvement, or lack thereof, of an individual in an intimate personal relationship or relationships, other than a marital relationship. It includes an individual’s actual or perceived affinity, or lack thereof, for any given type of intimate personal relationship, other than a marital relationship, regardless of whether the individual is currently in any intimate personal relationship(s). “Intimate personal relationship” means an interpersonal relationship, other than a marital relationship, between two or more adult individuals that involves romantic, physical, or emotional intimacy. This includes multi-partner/multi-parent families and relationships, step families, multi-generational households, diverse family structures, consensually nonmonogamous relationships, and consensual sexual and/or intimate relationships, including asexual and aromantic relationships.

“Person” means any natural person, firm, corporation, partnership or other organization, association or group of persons however organized.

“Real estate transactions” means and includes the sale, repair, improvement, lease, rental, or occupancy of any interest or portion of any interest in real property and shall also include the extension of credit, financing, insurance or services in connection with the sale, repair, improvement, lease, rental, or occupancy of any such interest in real property.

### **Unlawful practices.**

- A. In General. It is unlawful for any person to do anything which has the effect of discriminating against any person as a result of that person’s family and relationship structure, with respect to any of the following activities:
  1. Real Estate. Any real estate transaction;

2. Business Establishments. The availability of goods, facilities or services from any business establishment;
3. City Services and Facilities. The use or availability of any municipal service or facility;
4. City Supported Services and Facilities. The use or availability of any service or facility wholly or partially funded or otherwise supported by the city.
5. Employment.
  - a. Employers--Discrimination. It shall be an unlawful employment practice for an employer to fail or refuse to hire, or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, terms, conditions or privileges of employment on the basis of such individual's family or relationship structure.
  - b. Employers--Segregation. It shall be an unlawful employment practice for an employer to limit, segregate or classify employees or applicants for employment in any manner which would deprive or tend to deprive any individual of employment opportunities, or adversely affect his or her employment status on the basis of such individual's family or relationship structure.
  - c. Employment Agencies. It shall be an unlawful employment practice for an employment agency to fail or refuse to refer for employment any individual, or otherwise to discriminate against any individual on the basis of such individual's family or relationship structure.
  - d. Labor Organizations. It shall be an unlawful employment practice for a labor organization to fail or refuse to include in its membership or to otherwise discriminate against any individual; or to limit, segregate or classify its membership; or to classify or fail or refuse to refer for employment any individual in any way which would deprive or tend to deprive such individual of employment opportunities, or otherwise adversely affect her or his status as an employee or as an applicant for employment on the basis of such individual's family or relationship structure.
  - e. Job Training. It shall be an unlawful employment practice for an employer, an employment agency or a labor organization to discriminate against any individual in admission to, or employment in, any program established to provide apprenticeship or other training or retraining, including any on-the-job training program on the basis of such individual's family or relationship structure.
  - f. Advertising. It shall be an unlawful employment practice for an employer, employment agency or a labor organization to print, publish, advertise or disseminate in any way, any notice or advertisement with respect to employment, membership in, or any classification or referral for employment or training by any such organization, which expresses an intent to discriminate based on family or relationship structure.

B. Exceptions.

1. Real Estate Transactions.

- a. Owner Occupied Dwellings. Nothing in subsection (A)(1) of this section shall be construed to apply to the rental or leasing of any housing unit in which the owner or lessor or any member of their family occupies one of the living units and it is necessary for the owner, lessor or family member to use either a bathroom facility or a kitchen facility in common with the prospective tenant.
  - b. Effect on Other Laws. Nothing in subsection (A)(1) of this section shall be deemed to permit any rental or occupancy of any dwelling unit or commercial space otherwise prohibited by law.
2. City Supported Services and Facilities. Subsection (A)(4) of this section does not apply to facilities or services which only receive assistance from the city which is provided to the public generally.
- C. Advertising. It is unlawful for any person to make, publish or disseminate any notice or statement which indicates that such person engages in or will engage in any practice prohibited by this chapter.
  - D. It shall be an unlawful practice for any person to deny any individual access to the full and equal enjoyment of privileges, benefits, goods, services and facilities, consistent with the person's family relationship structure.

#### **Civil Enforcement.**

- A. Civil Action. Any aggrieved person may enforce the provisions of this chapter by means of a civil action.
- B. Equitable Relief. Any person who commits, proposes to commit, or aids another in committing an act that violates this Chapter may be enjoined therefrom by any court of competent jurisdiction. The court may also award any further relief it deems proper, including but not limited to restitution.
- C. Civil Liability. Any person who violates, or any person who aids another to violate, any provision of this Chapter shall be liable for up to three (3) times actual damages and litigation costs and reasonable attorney's fees. The court may award punitive damages in a proper case as set out in Civil Code Section 3294 and pursuant to the standards set forth in that Code Section or any successor thereto, pursuant to standards for punitive damages set by state law.
- D. Remedies Not Exclusive. The remedies available in this Chapter are not exclusive and may be used cumulatively with any other remedies in this Chapter or at law.

#### **Nonwaiverability.**

Any written or oral agreement whereby any provision of this chapter is waived or modified, is against public policy and void.

#### **Recognition & Scope**

The City of \_\_\_\_\_ recognizes its commitment to nondiscrimination and fair treatment of its citizens and employees, adopts this ordinance modifying the nondiscrimination provisions of the Municipal Code. The City of \_\_\_\_\_ acknowledges that the perpetuation of traditional definitions of “family” excludes a significant segment of the \_\_\_\_\_ population, such as multi-partner/multi-parent families and relationships, step families, single parents, diverse family structures, multi-generational households, consensually non-monogamous relationships, and consensual sexual and/or intimate relationships, including asexual and aromantic relationships. Individuals involved in such relationship structures are denied certain rights or legal protections that should be afforded to persons who share their homes, their hearts, and their lives. The City, recognizing its commitment to nondiscrimination and fair treatment of its residents and employees, adopts this Chapter prohibiting discrimination on the basis of family and relationship structure. The ordinance protects people involved in multi-partner/multi-parent families and relationships, step families, single parents, diverse family structures, multi-generational households, consensually non-monogamous relationships, and consensual sexual and/or intimate relationships, including asexual and aromantic relationships from discrimination in matters of housing, employment, education, contracts, purchasing, and public accommodations.

Last updated: Nov 14, 2024.

Sourced from: [CURRENT Model Preamble Non-discrimination \(last updated 4.13.2023\).docx](#)

Sourced from: [4-16-2024 Oakland Adopted Nontraditional Family Nondiscrimination Ordinance](#)

# Protecting Diverse Families and Relationships across the United States

## **Executive Summary**

Discrimination protections have increased over time, however, gaps remain. This proposed ordinance would add "family or relationship structure" as protected categories into a city's existing non-discrimination laws, ensuring that all residents—regardless of how they structure their families or consensual relationships—have equal access to housing, services, and opportunities.

## **Who These Protections Benefit**

The United State's diverse population includes large numbers of residents whose families and relationships fall outside of normative models.

### **Family Structure / Household Composition**

- Only 18% of U.S. households resemble the nuclear family model of married parents living with their biological children<sup>1</sup>
- 16% of children live in blended families with step-siblings or step-parents<sup>2</sup>
- A record 20% of Americans live in multi-generational households<sup>3</sup>
- In 2024, 1 in 3 home purchases involved co-buyers (non-married individuals buying together), reflecting both housing costs and evolving living arrangements<sup>4</sup>
- 28% of Americans live alone, many forming important care networks and chosen families beyond biological or spousal ties<sup>5</sup>
- The children of LGBTQIA+ parents do not benefit from existing nondiscrimination protections on the basis of sexual orientation, as they are not asserting these protections on the basis of *their* identity, but rather on the identity of their family members, i.e. family structure.

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<sup>1</sup> United States Census Bureau: "America's Families and Living Arrangements: 2016." October 8, 2021

<sup>2</sup> *ibid*

<sup>3</sup> Pew Research Center: "A record 64 million Americans live in multigenerational households." April 15, 2018

<sup>4</sup> CoBuy: "Co-buying & Co-owning a Home 2024 Report." April 19, 2024

<sup>5</sup> United States Census Bureau: "Share of One-Person Households More Than Tripled from 1940 to 2020." June 8, 2023

## Relationship Structure

- Approximately 4-5% of American adults describe their current relationship as “consensually non-monogamous,” an umbrella term that encompasses a range of other relationship practices and identities including polyamory, polyfidelity, open relationships, and more<sup>6</sup>
- One in five adults will be in a consensually non-monogamous relationship at some point in their life<sup>7</sup>
- Over one-third of Adults describe their *ideal* relationship as something other than complete monogamy<sup>8</sup>
- Members of the LGBTQIA+ community are more likely to practice non-monogamy<sup>9</sup>

## Why These Protections Are Needed

Despite large strides toward equity for all, residents with non-normative family or relationship structures face discrimination in crucial areas of life. Without explicit legal protections, they can be:

- Denied housing or steered away from certain neighborhoods
- Refused service at businesses and healthcare facilities
- Excluded from school and childcare involvement

The lack of legal protections forces many individuals to hide their family and relationship structures to avoid discrimination. The stress of constantly navigating which spaces are safe for disclosure, managing different levels of “outness,” and facing rejection when relationships are revealed takes a significant toll on mental health. Additionally, concealment often prevents individuals from accessing appropriate healthcare, building authentic community connections, or advocating for their families’ and loved ones’ needs.

## Evidence of Discrimination

### ***Family Structure / Household Composition:***

- In 2021, familial status discrimination accounted for 8.5% of all housing discrimination complaints reported under the Fair Housing Act<sup>10</sup>
- Renters with children are 2.5 times more likely to face discrimination in housing than those without children.<sup>11</sup>

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<sup>6</sup> Journal of Sex & Marital Therapy: “Prevalence of Experiences With Consensual Nonmonogamous Relationships: Findings From Two National Samples of Single Americans.” July 2017.

<sup>7</sup> *ibid*

<sup>8</sup> YouGov Survey: “Monogamy in Relationships.” February 2023.

<sup>9</sup> *ibid* 6

<sup>10</sup> U.S. Department of Housing and Urban Development: “State of Fair Housing: Annual Report to Congress FY 2021.”

<sup>11</sup> *ibid*

## ***Relationship Structure***

A 2024 survey by OPEN (Organization for Polyamory and Ethical Non-monogamy) collected responses from 4,500 individuals. Among California adults:

- Four out of five respondents reported “social stigma or fear of stigma” as a barrier.
- Three out of five respondents reported experiencing “stigma or discrimination on the basis of [their] non-monogamous identity in at least one area of their life, including<sup>12</sup>:
  - 5% in housing
  - 9% in employment
  - 9% in city, state, or federal services
  - 11% in divorce or child custody
  - 23% in healthcare or mental healthcare

## **Proposed Legislation**

The proposed ordinance would add “family or relationship structure” as a basis for protections wherever protected groups are articulated within existing city code. Model legislation is available, and city-specific legislative language can be drafted by the Polyamory Legal Advocacy Coalition in coordination with the City Attorney.

## **Key Definitions**

"Family or relationship structure" encompasses:

- The composition and interrelationships within a household
- Involvement in intimate personal relationships between consenting adults
- Non-normative and non-nuclear family arrangements including multi-partner and multi-parent families, blended (step) families, multi-generational households, single-parents-by-choice, and more

## **Implementation and Enforcement**

The ordinance would be enforced through civil action by aggrieved individuals, or optional action by the City Attorney. Damages for each violation are three times actual harm or a minimum \$1,000, plus attorney's fees for successful claims

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<sup>12</sup> Percentages reflect the proportion of people who answered “yes” or “no,” excluding all “does not apply to me” respondents.

## **Cost and Impact**

- No additional city staff or resources required
- No impact on city budget
- Enforcement through existing legal mechanisms
- Significant positive impact on family stability and well-being

## **Precedent and Support**

### **Precedent**

#### ***Municipalities:***

Similar protections have been successfully implemented in:

- Berkeley and Oakland (2024)
- Cambridge and Somerville, MA (2023)

These cities have reported straightforward implementation, no impacts on city budget, and positive community response.

#### ***State level:***

California has recently taken significant steps to recognize diverse family structures at the state level. In 2023, the state legislature passed two landmark bills:

- The Family Caregiver Anti-Discrimination Act (AB 524) prohibits workplace discrimination based on family caregiver status, acknowledging that family obligations extend beyond traditional definitions
- The Paid Family Leave for Chosen Family Act (AB 518) expands leave benefits to include care for "chosen family," recognizing that many Californians' support networks extend beyond biological or legal family ties

As Assemblymember Buffy Wicks noted when introducing these bills, "Who we count as members of our family and choose to care for includes so many more Californians than what our current laws recognize." This state-level momentum demonstrates growing recognition that our laws must evolve to protect all families.

## **Contact**

### **For questions regarding constituent engagement and demand:**

Brett Chamberlin, Executive Director, OPEN (Organization for Polyamory and Ethical Non-monogamy) | [brett@open-love.org](mailto:brett@open-love.org) | (603) 978-9095

David Carlson, Legislative Advocacy Campaign Coordinator - OPEN | [david@open-love.org](mailto:david@open-love.org)

**For legal questions relating to this ordinance:**

Kimberly Rhoten, Co-Founder, PLAC (Polyamory Legal Advocacy Coalition)  
[kimberly.rhoten@gmail.com](mailto:kimberly.rhoten@gmail.com)

**RESOLUTION NO. M-2591**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
DECLARING THE CITY OF OLYMPIA A SANCTUARY CITY FOR LGBTQIA2S+ PEOPLE**

**WHEREAS**, the City of Olympia is committed to fostering a community where all individuals are treated with dignity, equity, and respect, regardless of sexual orientation, gender identity, or gender expression; and

**WHEREAS**, LGBTQIA2S+ individuals face ongoing discrimination, violence, and systemic barriers that threaten their safety, well-being, and human rights; and

**WHEREAS**, transgender and non-binary people in particular have been vilified in political advertisements and Project 2025 outlines further plans to remove established rights and criminalize the existence of transgender people; and

**WHEREAS**, across the country there continues to be legislation enacted that targets LGBTQIA2S+ communities, threatening access to healthcare, education, and protections under the law; and

**WHEREAS**, the City of Olympia recognizes the inherent worth and equal rights of all people, including LGBTQIA2S+ individuals, and seeks to provide a safe and welcoming environment for those who reside in or visit our city; and

**WHEREAS**, as a sanctuary city, Olympia commits to protecting and advocating for the rights of LGBTQIA2S+ individuals by rejecting policies and actions that promote discrimination, harm, or inequality, and embraces and supports Washington’s Law Against Discrimination, Chapter 49.60 RCW;

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

1. The City of Olympia expands its Sanctuary City commitment to include LGBTQIA2S+ people; affirming its commitment to ensuring that all individuals, regardless of sexual orientation or gender identity, feel safe and supported.
2. The City of Olympia strongly believes in and affirms the right of individuals to:
  - a. Seek, obtain, provide, or facilitate gender-affirming care that is legal in Washington State or in other states where it would be legal had it occurred in Washington State;
  - b. Engage in speech or expression supporting LGBTQIA2S+ people; including but not limited to disseminating books and literature, holding discussions, and drag or other performances;

- c. To embrace and express their own authentic gender and sexuality and to define what gender and family means to them; including but not limited to dress and appearance, structuring a family unit that works best for them, and sharing LGBTQIA2S+ positive values with their children; and
  - d. To define their own gender and sex with or without regard to biological sex assigned at birth.
3. No City of Olympia resources, including, but not limited to, City property or time spent while on duty by a covered employee, shall be used for investigation, assisting an investigation, or detention of an individual on the basis of exercising their rights identified in section 2:
  - a. In the event any law or regulation is passed in the State of Washington which imposes criminal punishment, civil liability, administrative penalties, or professional sanctions, on an individual or organization exercising their rights identified in section 2, City personnel shall make enforcement of said law or regulation their lowest enforcement priority.
4. Whenever the City collects or disseminates information about an individual or individual's sex or gender, it will be without regard to biological sex assigned at birth. The City will not collect or disseminate information about sex assigned at birth, unless related to a criminal investigation of a violation of Washington State law.
5. The City will actively oppose legislation or actions at the state or federal level that threaten the rights, safety, or dignity of LGBTQIA2S+ individuals.
6. The City commits to ongoing engagement and collaboration with local LGBTQIA2S+ community and cultural leaders to:
  - a. Reduce barriers to accessing resources and support for LGBTQIA2S+ individuals and organizations;
  - b. Maintain LGBTQIA2S+ liaison officers within the police department to act as points of contact, advocate for community members, and build trust; and
  - c. Collaborate with local LGBTQIA2S+ community and cultural leaders, working closely with event organizers to ensure public safety while prioritizing the needs and well-being of participants and attendees.
7. The City shall conduct regular reviews of its policies, practices, and public services to ensure they are inclusive, equitable, and affirming for LGBTQIA2S+ individuals.
8. The City of Olympia will continue to celebrate and uplift the voices and contributions of LGBTQIA2S+ individuals through public events, education, and partnerships with local organizations.
9. If any section, sentence, clause, or phrase of this resolution is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this resolution.

**BE IT FURTHER RESOLVED**, that the City of Olympia reaffirms its commitment to diversity, inclusion, and justice, ensuring that all members of our community can live authentically and without fear of discrimination or harm.

**PASSED BY THE OLYMPIA CITY COUNCIL** this 28th day of January 2025.

  
MAYOR

ATTEST:

Sean Krier  
CITY CLERK

APPROVED AS TO FORM:

Mark Barber  
CITY ATTORNEY

# **Experiences of Discrimination in Olympia, Washington**

**2023 Quantitative and Qualitative Research Results**

**Screen Reader Version**

# Experiences of Discrimination in Olympia, Washington

2023 Quantitative and Qualitative Research Results

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## Terminology

This report uses some terms and abbreviations to help readers understand research findings. Below are descriptions of those terms and abbreviations mean:

**American Indian and Alaska Native (seen as nonwhite)** – this identifier describes survey respondents who self-identified their race as American Indian or Alaska Native *and* said that strangers generally see their race as other than “white.” These individuals may also be described as *nonwhite American Indian and Alaska Native*.

**American Indian and Alaska Native (seen as white)** – this identifier describes respondents who self-identified their race as American Indian or Alaska Native *and* said that strangers generally see them as “white.” These individuals may also be referred to as *American Indian and Alaska Native (white)*.

**Diminishment Discrimination** – a category of discriminatory acts that diminish or devalue one’s standing in the community based on an identity or identities they have. Specific forms of diminishment discrimination studied in this research include: being treated with less respect; being seen as less smart; having others act afraid of them; and being harassed or threatened. Diminishment discrimination may be... difficult to legally prevent, downplayed by those not being impacted, cause mental and physiological trauma, and contribute to other forms of discrimination such as acts of impediment discrimination. This term may also be referred to as *Discriminatory Acts of Diminishment*.

**Hispanic/Latino (nonwhite)** – describes those respondents who self-identified their race as Chicana/o, Español, Guatemalan, Hispana/ic/o, Latin/a/o, Mexican/a, or Mexican American *and* said that strangers generally see their race as other than “white.” This term may also be referred to as *nonwhite Hispanic/Latino*.

**Hispanic/Latino (white)** – term describing those respondents who self-identified their race as Chicana/o, Español, Guatemalan, Hispana/ic/o, Latin/a/o, Mexican/a, or Mexican American *and* said that strangers generally see them as “white.” This term may also be referred to as *white Hispanic/Latino*.

**Impediment Discrimination** – a category of discriminatory acts that impede an individual’s access to opportunities because of an identity or identities that they have. Examples of opportunities impeded include: being encouraged to pursue further education; being hired or promoted at work; living in a desired neighborhood; and safe from law enforcement harassment. Impeded access can also mean receiving inferior healthcare or services such as plumbing or car repair/maintenance, compared to those services received by people of different identities. This term may also be referred to as *Discriminatory Acts of Impediment*.

**LGBQ+** – this identifier refers to respondents who self-identified themselves as asexual, bisexual, demisexual, gay, homosexual, lesbian, pansexual, polyamorous, queer, or another sexual orientation that is not heterosexual.

**Mixed-race (nonwhite)** – this identifier refers to respondents who self-identified their race as biracial, mixed-race, multiracial, or indicated that they have more than one racial identity *and* said that strangers generally see their race as other than “white.” This term may also be referred to as *nonwhite mixed-race*.

**Mixed-race (white)** – this identifier refers to respondents who self-identified their race as biracial, mixed-race, multiracial, or indicated that they have more than one racial identity *and* said that strangers generally see them as “white.” This term may also be referred to as *white mixed-race*.

## Overview Section

The goal of this research was to paint a picture for the City of Olympia's *Social Justice and Equity Commission* about how individuals in the Olympia community experience discrimination. To conduct this study, a mixed-methods approach was employed. Quantitative data collection was conducted through a survey. Qualitative data was collected by interviewing community members and through reviewing previous community input provided by the City. The survey was developed using two of the most widely used instruments for assessing experiences of discrimination and unfair treatment: *Everyday Discrimination Scale*<sup>1</sup> and *Major Experiences of Discrimination*.<sup>2</sup> These survey scales were selected due to their intentionality in capturing individual experiences of discrimination in housing, healthcare, employment, education, banking, law enforcement, service providers, and interpersonal interactions. Following survey participation, respondents were offered an opportunity to participate in interviews, where they expounded upon their responses by providing detailed narratives about their experiences. Respondents who volunteered for interviews were also asked what they believe the City of Olympia can do to help alleviate future occurrences of discrimination.

The research team sought to capture a subset of Olympia's population that best represents those living in the community. Through recruitment strategies such as organizational outreach, presence at local events, social media, and more, the research sample of 1,981 responses was found representative of Olympia's diversity (e.g., ability, age, gender, race, religion, and sexual orientation) and sufficient to make statistical conclusions.<sup>3</sup> This research was approved by Temple University's *Institutional Review Board*, meaning the project and its procedures adhere to FDA ethical research regulations. Data collection ran from June 12, 2023 through October 20, 2023.

The primary research focus was to understand occurrences of discrimination from the perspective of individuals who experience it. The research did not explore disparities in outcomes such as gaps in housing access, healthcare outcomes, wages, etc.; nor were motives or intentions of people who cause discrimination examined. Benefits to learning how Olympians experience discrimination is that understanding the causes and impacts may help identify interventions that will effectively mitigate future occurrences and support those most impacted by discrimination.

Through employing statistical analysis techniques, the research team analyzed the data to understand the disparities of participant experiences. For example, when analyzing healthcare data, the research team sought to understand the ways various demographic groups reported how they are treated in healthcare, and then evaluated disparities across demographic categories. To provide further insight into the research, narrative accounts from more than 60 respondents are included throughout this report.

### Primary Themes and Possible Intervention Points

**Colorism** (discrimination negatively impacting people based on skin tone) appears to be more prevalent in Olympia than **racism** (discrimination negatively impacting people because of their race). Colorism can be viewed as racism by those experiencing it because those with darker skin tones are typically members of a minority race. However, Alaska Native, American Indian, Latino, Hispanic, and mixed-race respondents in Olympia with lighter skin tone were found to be less

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<sup>1</sup> Everyday Discrimination Scale – Short Version (Sternthal, M., Slopen, N., Williams, 2011)

<sup>2</sup> Major Experiences of Discrimination: 9 item version from MIDUS (Kessler, R.C., Mickelson, K., and Williams, 1999)

<sup>3</sup> Taherdoost, 2017

likely to report race-based discrimination than those of their same race with darker skin tone. All Black/African American respondents in this study self-reported being seen as having darker skin tones (not counting those who identified themselves as mixed-race). Asian, Native Hawaiian, and Pacific Islander respondents were found to be an exception to colorism, where skin tone was not found to impact experiences of discrimination one way or another. Specifically naming colorism as a common driver of discrimination in Olympia may be key to reducing future experiences of discrimination in the community for Alaska Native, American Indian, Black/African American, Latino, Hispanic, and mixed-race individuals.

**Transgender oppression** was the leading cause for six of the ten measured categories of discrimination (education; healthcare; accessing services; being treated with less courtesy/respect; being treated as if not smart; and feeling threatened or harassed). The most effective remedies will likely elevate the esteem in which transgender individuals are seen by the community as smart, knowledgeable, and capable. Such remedies include education across the community, and further inclusion of the entire LGBTQ+ Community with pride imagery, events, and communications. Secondary remedies may include ordinances, policies, and/or best practices for curtailing harassment of transgender individuals.

**Being perceived to not understand English and/or having an accent** was found to negatively affect experiences of foreign-born individuals more than nationality or race alone. Imperfect English can: (1) serve as a signal that someone “doesn’t belong;” (2) cause judgement of “less educated” or “incompetent;” and/or (3) make speech harder to process for native English speakers. The research found evidence that the first two reasons lead to discrimination in Olympia, but not the third. Evidence was found that native English-speaking Asian individuals in Olympia may be perceived by other people in the community as not able to understand English. Addressing this perception and promoting tolerance for those who do not speak ‘perfect’ American English may prove to be key intervention points for lowering two common forms of discriminatory acts of diminishment: (a) being treated with less respect and (b) being seen as not smart.

**Olympia survey respondents under 25 years old** were 63.0% more likely than those over 54 years old to say that discrimination has interfered with them having a full and productive life. Respondents under 25 years old also had the highest rate of white cisgender men and women without disabilities believing discrimination doesn’t exist—or that it exists but they do not contribute to it (see chart below). Both perspectives can foster unintentional discrimination. As Olympians born after 1998 increase their share of power and influence in the community, there is a risk that occurrences of discrimination will increase. To ensure such an expansion does not occur, specifically focusing interventions on Olympia’s younger community members is recommended.

**Chart: Rate of those not experiencing discrimination believing that discrimination doesn’t exist, or that it exists but they do not contribute to it**

These percentages are for white cisgender men and women without any disabilities.

Born before 1969: 67.9%

Born 1969 to 1983: 69.7%

Born 1984 to 1998: 62.5%

Born after 1998: 76.9%

Age was also found to have a difference in the correlation of age groups and self-identifying as LGBTQ+. Respondents who self-identified as transgender represented 28.2% of those under 25 years old, 16.2% of those 25-39 years old, 6.0% of those 40-54 years old, and 1.1% of those over 54 years old. Respondents who self-identified their sexual orientation as something other than heterosexual represented 62.0% of those under 25 years old, 39.0% of those 25-39 years old, 21.0% of those 40-54 years old, and 11.8% of those over 54 years old.

**Cisgender heterosexual men who are seen as white** experience discrimination in Olympia, albeit at rates of occurrence lower than other identity groups studied. None of the 346 respondents who self-identified into this group provided any qualitative evidence for experiencing discrimination in education, housing, banking, healthcare, law enforcement, or procuring services in Olympia (from 325 respondents). Qualitative evidence was provided about experiencing not being hired or receiving a promotion in Olympia because of race. For example, one study participant said:

***“I have previously applied for positions with [potential employer] and not interviewed or hired. No reason was given. My suspicion is that I was not moved into the pool due to age and ethnicity.” - Gallagher (white cisgender heterosexual man)***

The City may prioritize the mitigation of discrimination that affects the individuals impacted most frequently and prevalently. It is recommended that the City not neglect addressing discrimination that impacts cisgender heterosexual white men. However, until occurrence and severity rates for cisgender heterosexual white men match the rates for other groups, prioritizing the elimination of discrimination affecting cisgender heterosexual white men may expose the City to criticism that Olympia values cisgender heterosexual white men more than other community members.

**Diminishment discrimination** is the likely leading cause of impediment discrimination. The chart below illustrates how 15% of respondents experiencing no diminishment discrimination said that they experienced impediment discrimination. That rate rose to three times higher (45%) for respondents experiencing only one type of diminishment discrimination, and five times higher for respondents experiencing all four types of diminishment discrimination. The correlation suggests that reducing discriminatory acts of diminishment will also effectively reduce impediment discrimination in Olympia.

**Chart: Correlation between Diminishment Discrimination and Impediment Discrimination**

X-axis is number of diminishment discrimination types

Y-axis is percentage of respondents experiencing Impediment Discrimination

Zero diminishment discrimination = 15% of respondents experience impediment discrimination

1 type of diminishment discrimination = 45% of respondents experiencing impediment discrimination

2 types of diminishment discrimination = 45% of respondents experiencing impediment discrimination

3 types of diminishment discrimination = 66% of respondents experiencing impediment discrimination

4 types of diminishment discrimination = 79% of respondents experiencing impediment discrimination

## Included in this Report

Experiences are reported in three groupings:

- **Experiences by Social Group Identity** (pages 4-8) describes the impacts of the social groups reporting the highest rates of experiencing discrimination.
- **Experiences of Diminishment** (pages 9-18) focuses on forms of discrimination that diminish or devalue one’s standing in the community based on an identity or identities.
- **Experiences of Impediment** (pages 19-31) explores types of discrimination that impede an individual’s access to opportunities that people with other identities have access to.

This report also explores *how Olympia compares nationally* (pages 32-33) and *people who do not experience discrimination* (pages 34-35). A summary of research methodology starts on page 36.

## Discrimination by Social Group Identity Section

The graph below illustrates the extent that discrimination impacts individuals based on social group identities in Olympia. The baseline, *Baseline*, is how difficult discrimination makes life for the average white cisgender Christian man with no disabilities. The subsequent bars represent expected increases of difficulty in life caused by discrimination when changing only one identity.

### Chart: Extent that discrimination impacts individuals based on social group identities

Baseline (average white cisgender Christian man with no disabilities) = 100% of baseline

Cisgender woman = 141% of baseline

Hispanic/Latino = 192% of baseline

Nonphysical Disability = 263% of baseline

Physical Disability = 272% of baseline

Black/African American = 325% of baseline

Nonbinary = 402% of baseline

Muslim = 598% of baseline

Trans Men and Trans Woman = 976% of baseline

Changing more than one identity will cause a cumulative effect. For example, a cisgender Christian man who is Black (325%) and has a nonphysical disability (263%) would have an expected increase in life difficulty due to discrimination of 588% x *Baseline* (325% + 263%). Below are summaries of findings for each group that research either confirmed or were reported at rates multiple times higher than the rates of other groups.

**Age** – After ruling out other potential variables, individuals 24 years old and younger were twice as likely as those between 40-54 years old to be discouraged by an educator or advisor from pursuing further education in Olympia.

**American Indian and Alaska Native** – American Indian and Alaska Native individuals were found to receive different experiences in Olympia based on darkness of skin tone. Not one American Indian or Alaska Native respondent who self-described themselves as seen as “white” reported experiencing race-based impediment discrimination (education, housing, employment, medical, law enforcement, services). Nonwhite American Indian and Alaska Native respondents reported experiencing race-based discrimination in all six impediment categories, including having the highest rate of housing discrimination of any identity (20.8% of respondents) and experiencing law enforcement discrimination at 15 times the rate of white respondents. While no American Indian or Alaska Native respondents named race as a main reason for being denied or provided inferior medical care, more than one in five American Indian and Alaska Native respondents reported experiencing healthcare discrimination (19% higher than white respondents).

**Asian, Native Hawaiian, and Pacific Islander** – After ruling out other potential variables, Asian, Native Hawaiian, and Pacific Islander individuals are 3 times more likely than white people to be treated with less courtesy or respect than others. Asian, Native Hawaiian, and Pacific Islander respondents also reported being forced out of neighborhoods by neighbors and hassled by law enforcement. Research did not confirm race-based impediment discrimination for Asian, Native Hawaiian, and Pacific Islander individuals. The non-confirmation of impediment discrimination, combined with lower rates of being seen as not smart compared to other people of color suggests discrimination of Asian, Native Hawaiian, and Pacific Islander individuals in Olympia roots more from a socialized dislike/hatred than out of unconscious bias.

Quote: “*Openly ignoring me when I introduce myself or talking to others around me and referring to me in the third-person as if I am not there.*” - Nick (Asian individual)

Black/African American – Black/African American individuals in Olympia experience high rates of both diminishment discrimination and impediment discrimination. Approximately 91% of Black/African American respondents reported experiencing discrimination in Olympia, while appearing to avoid “white” spaces when possible and cautiously engaging when interacting in predominantly “white” spaces. Due to frequency and severity of past experiences, the anticipation of entering a space may be enough to cause adverse psychological and physiological impacts, even before interacting with another person.<sup>4</sup>

Quote: “I’m scared of every interaction, because behind it, I have to worry when you get mad at me what happens?” - Wilma (Black individual)

While in the community, Black/African American individuals are 3 times more likely than white people to be treated with less courtesy or respect than others; 3 times more likely than white people to be treated as if they are not smart; and 8 times more likely than white people to experience others acting afraid of them. These acts of diminishment likely develop socially, and fuel perceptions that Black/African American individuals are ‘less than’ other community members. These acts also likely contribute to high rates of impediment discrimination.

With a confidence rate of 99.9%, and controlling for other variables, the research found that Black/African American individuals are: 4 times more likely than white people to be prevented from renting or buying a home in their desired neighborhood; 6 times more likely to be denied a loan; 5 times more likely to be hassled by law enforcement or security; 3 times more likely to be discouraged by an educator or advisor from pursuing further education; 3 times more likely to be not hired or promoted; and 4 times more likely to be fired than white people.

While the research could not confirm it to be true, one-in-four Black/African American respondents reported being denied or receiving inferior healthcare, with half of those naming race as the primary reason for their experience. It is possible that Black/African Americans may experience healthcare discrimination more in the form of adverse quality of care and outcomes, and less in of denial of care. Quality of care and outcomes was not explored in this research.

Cisgender Women – Controlling for other variables, the research confirmed that cisgender women are: 2 times more likely than cisgender men to be denied or provided inferior medical care; 2 times more likely than cisgender men to be treated as if they are not smart; 2 times more likely than cisgender men to feel threatened or harassed; and 3 times more likely than cisgender men to be denied or provided inferior service by a plumber, car mechanic, or other service provider. Qualitative data suggests that most discrimination against cisgender women is caused by cisgender men, and that acts of diminishing discrimination (e.g., being seen as not smart or being harassed) stem from a socialized perspective that cisgender men are smarter and more capable than other genders. This perspective likely contributes to discrimination of cisgender women at work and from service providers.

Quote: “I have even been told that a man could do the job better and when I asked how they knew that, they just said it was fact.” - Maisie (cisgender woman)

Gay, Lesbian, Bisexual, and other non-heterosexual Sexual Orientations – Sexual orientation was not found to contribute to respondents being treated with less respect, seen as not smart, or having people act afraid of them. LGBTQ+ individuals were found to be 54% more likely than heterosexual people to be threatened or harassed in Olympia. In other words, while LGBTQ+ individuals may not be statistically perceived as “less than,” they may still experience higher and disproportionate levels of harassment. This juxtaposition suggests discrimination based on Sexual Orientation stems more from a socialized dislike/hatred for LGBTQ+ individuals than out of bias.

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<sup>4</sup> MacIntyre MM, Zare M, Williams MT. Anxiety-Related Disorders in the Context of Racism. *Curr Psychiatry Rep.* 2023 Feb;25(2):31-43.230.)

The research results support—while falling short of confirming—such outcomes. On the one hand, while controlling for other variables, sexual orientation was not found to be a significant indicator of any form of impediment discrimination. On the other hand, there is strong qualitative evidence that LGBTQ+ individuals do experience impediment discrimination because of their sexual orientation. These experiences can be severe in nature, such as being fired from work, sexual assault by a healthcare worker, residence relocation, and harassment by law enforcement. The contrast between quantitative and qualitative findings intimates that experiencing discrimination may likely be more instigated by intentional individual actions, and less likely caused by systemic or institutional processes. Such a causative relationship likely results in fewer incidents of discrimination, but with each incident having higher levels of direct and overt harm.

Quote: “One day my same-sex partner picked me up and the manager saw us holding hands. The next day I came in and was fired on the spot with no explanation.” - Ella (lesbian individual)

The research did not investigate whether LGBTQ+ individuals being “out” may lead to higher levels of experiencing discrimination. It is recommended that future research specifically examine the potential relationship between being “out” and experiencing discrimination.

Hispanic/Latino – Hispanic/Latino individuals were found to have two subgroups in Olympia: (a) darkness of skin color and (b) English fluency. Nonwhite Hispanic/Latino individuals are 2x more likely than white Hispanic/Latino people to be seen as not smart, 2 x more likely not to be able to rent or buy a home, 3x more likely to be hassled by law enforcement, 5x more likely to be discouraged from further education, and 5x more likely to be harassed or threatened in the community. While this study did not explicitly collect information about respondents’ aptitude in speaking English without accents, having accents was qualitatively named by Hispanic/Latino respondents more often than race as cause for discrimination.

Nonwhite Hispanic/Latino individuals were confirmed to experience diminishing discrimination, such as feeling threatened or being harassed. These cases of discrimination likely contribute to the increased occurrence rates of impediment discrimination that were also confirmed, such as nonwhite Hispanic/Latino individuals being 3x times more likely than white people to have a loan denied; 3x times more likely than white people to be prevented from renting or buying a home in their desired neighborhood; and 3x times more likely than white people to be hassled by law enforcement or security. Nonwhite Hispanic/Latino individuals reported not receiving a work promotion at 6x times the rate of white people.

Quote: “When the snide remarks start coming you start to feel unsafe, and then when the threatening gestures start and aren’t stopped you leave for your safety.” - Dalia (Latina individual)

White Hispanic/Latino individuals did not report experiencing race-based diminishing discrimination. Controlling for other identities, three forms of impediment discrimination were confirmed: being denied/provided inferior medical care, being hassled by law enforcement, and being discouraged by an educator or advisor from pursuing further education than white people.

Jewish – Controlling for other variables, Jewish individuals are 3 times more likely to be denied medical care or provided inferior medical care than Christians. There was also qualitative evidence that Jewish individuals feel threatened and harassed in public and in their neighborhood because of their religion, and often resort to hiding their religion while in the Olympia community.

Mixed-race – Controlling for other variables, mixed-race individuals who self-describe as passing for “white” are 2 times more likely than white people to be denied medical care or provided inferior medical care; 2 times more likely than white people to be hassled by law enforcement or security; and 2 times more likely than white people to be discouraged by an educator or advisor from pursuing further education.

Nonwhite mixed-race individuals are 3 times more likely than white people to experience others acting afraid of them. Nonwhite mixed-race individuals reported not being promoted at work 11 times more often than white people, being hassled by law enforcement 20 times the rate of white people, and being denied/provided inferior services at 26 times the rate of white people. Nonwhite mixed-race individuals also reported being discouraged to pursue education 8 times more than white mixed-race individuals, and reported being denied/provided inferior healthcare 4 times more than white mixed-race individuals (39 times that of white people).

Quote: “There are times I feel uncomfortable in my own neighborhood.” - Kyra (mixed-race individual)

Middle Eastern – All survey respondents who identified as Middle Eastern self-identified that they are generally seen as “white.” Controlling for other variables, Middle Eastern individuals are 2 times more likely to be denied medical care or provided inferior medical care than white people.

Muslim – Controlling for other variables, Muslims in Olympia are: 8 times more likely than Christians not to be hired; 4 times more likely than Christians to not receive a job promotion; 5 times more likely than Christians to be hassled by law enforcement or security; and 8 times more likely than Christians to be denied medical care or provided inferior medical care. Muslim respondents also reported elevated rates of experiencing diminishing discrimination in: being treated with respect (53.8%), others being afraid of them (39.5%), and being threatened or harassed (30.8%). Since other identities with high rates of job discrimination (e.g., nonwhite Hispanic/Latino, Black, transgender men, transgender women) had high rates of being seen as not smart and Muslim individuals did not, it is fair to speculate impediment discrimination for Muslims may be based more from a socialized dislike/hatred for Muslims than out of bias.

Nonbinary – Controlling for other variables, the confirmed research findings for nonbinary individuals include: 3 times more likely than cisgender men to be prevented from renting or buying a home in their desired neighborhood; 3 times more likely than cisgender men to feel threatened or harassed; 4 times more likely than cisgender men to be treated with less courtesy or respect than others; 4 times more likely than cisgender men to be denied or provided inferior service by a plumber, car mechanic, or other service provider; and 5 times more likely than cisgender men to be denied or provided inferior medical care.

Quote: “I can tell when people are staring, are giving me shorter interactions, and are uncomfortable...” - Karl (nonbinary individual)

Other than housing, discrimination for nonbinary individuals occur in the same types and at similar levels as discriminatory experiences reported by cisgender women. These quantitative similarities with cisgender women combined with qualitative data suggest that most discrimination against nonbinary and cisgender women is likely instigated by cisgender men. Qualitative stories suggest that the acts of diminishing discrimination (e.g., being seen as not smart or being harassed) stem from a socialized perspective that cisgender men are smarter and more capable than other genders. These acts also likely drive the experiences in treatment by services such as plumbers and mechanics, and not accessing desired housing.

Nonphysical Disability – Controlling for other variables, individuals with nonphysical disabilities were not confirmed to experience diminishing discrimination. Data confirmed that individuals with nonphysical disabilities are: 2 times more likely than people without disabilities to not receive a job promotion; 3 times more likely to be prevented from renting or buying a home in their desired neighborhood; 5 times more likely to be denied or provided inferior medical care; and 3 times more likely than people without any disabilities to be hassled by law enforcement or security. Each of these experiences is predicted to occur at a higher rate when individuals with nonphysical disabilities also have a physical disability.

Physical Disability – Controlling for other variables, individuals with physical disabilities were confirmed to experience both diminishment discrimination and impediment discrimination. Experiences of diminishment include: 2 times more likely than people without disabilities to be treated with less courtesy or respect than others; and 2 times more likely to experience others acting afraid of them. When individuals with physical disability also have a nonphysical disability, they are 3 times more likely to be treated as if they are not smart than people with no disabilities.

Quote: “I’ve been pushed because I haven’t heard someone behind me is trying to get by.” - Michael (hearing impaired individual)

Experiences of impediment include being: 2 times more likely than people without disabilities to be prevented from renting or buying a home in their desired neighborhood; 2 times more likely to be discouraged by an educator or advisor from pursuing further education; and 4 times more likely to be denied or provided inferior medical care than people without any disabilities. Each of these experiences is predicted to occur at a higher rate when individuals with a physical disability also have a nonphysical disability.

Transgender Men and Transgender Women – While transgender men and transgender women are different genders, both groups are combined together under this heading because their experiences in the study were similar in quantity, form, and severity. Transgender men and transgender women were found to experience high rates of all four forms of diminishing discrimination and had the highest rates of any group in three of the four forms. Every transgender man and transgender woman were confirmed by the research to experience both being treated with less courtesy/respect and being treated as if they were not smart. While controlling for other variables, transgender men and transgender women are: 3 times more likely than cisgender men to experience others acting afraid of them, and 8 times more likely than cisgender men to feel threatened or harassed. With these high rates of diminishing discrimination, it is expected that discriminatory acts of impediment will also correlate as high.

Compared to all other identities, transgender men and transgender women were found to have the highest rates of experiencing discrimination in education, healthcare, and accessing services. Controlling for other variables, transgender men and transgender women are: 11 times more likely than cisgender men to be denied or provided inferior medical care; 3 times more likely to be prevented from renting or buying a home in their desired neighborhood; 3 times more likely to not receive a job promotion; 3 times more likely to be hassled by law enforcement or security; 5 times more likely to be discouraged by an educator or advisor from pursuing further education; and 8 times more likely than cisgender men to be denied or provided inferior service by a plumber, car mechanic, or other service provider.

Other Groups – Although some respondents from the following groups reported experiencing discrimination, after controlling for other variables there were no types of discrimination based on the below identities confirmed by this research. This does not mean that discrimination does not occur; only that the current research cannot confirm that any one of the following identities directly lead to experiencing discrimination in Olympia:

- Cisgender men (573 survey respondents)
- Heterosexual people (1,220 respondents)
- White people (1,561 respondents)
- Christian (564 respondents)
- Have no disability (1,463 respondents)
- No religion or a religion other than Christian, Jewish, and Muslim (1,362)

Twenty-nine respondents (1.5% of all respondents) reported experiencing discrimination in Olympia because of political views, all of whom self-reported race said they are seen as white.

## Discriminatory Acts of Diminishment Section

Diminishment discrimination refers to acts that diminish or devalue one's standing in the community based on an identity or identities they have. Specific forms of diminishment discrimination studied in this research include: being treated with less respect; being seen as less smart; others acting afraid of you; and being harassed or threatened. Diminishment discrimination may... be difficult to legally prevent; be downplayed by those not being negatively impacted; cause mental and physiological trauma; and contribute to other forms of discrimination such as impediment discrimination.

The forms of discrimination in this section have a compounding effect because they cause direct harm in the moment and subsequent damage in acts of impediment discrimination downstream. For example, someone seen as less smart may also be less likely to be hired for a job, or someone being threatened or harassed may have to move out of a neighborhood.

Two out of five (37.8%) survey respondents said they experience at least one form of diminishment discrimination in Olympia anywhere from every day to a few times each month. (37.8% represents about 20,500 Olympians.)

### **Chart: How often survey respondents said they experience discriminatory acts of diminishment**

In order of frequency

14% said "Never"

15% said "Less than once a year"

33% said "A few times a year"

14% said "A few time a month"

12% said "At least once a week"

12% said "Almost everyday"

### **Chart: The "main reason" respondents said they experience discriminatory acts of diminishment:**

In alphabetical order

16.3% said age

3.7% said ancestry or national origin

5.7% said a disability

5.5% said education or income

31.3% said gender

17.2% said physical appearance

10.9% said race

2.8% said religion

6.5% said sexual orientation

## Being Threatened or Harassed

Survey respondents were asked “In your day-to-day life in Olympia, how often have you felt threatened or harassed?” and those who selected something other than ‘never’ were asked the follow-up question, “What do you think is the main reason?” Only respondents who answered something other than “never” to the first question are reported in this section.

**The following charts illustrate the percentage of individuals within each identity who named that identity as the main reason for being threatened or harassed in Olympia:**

### Ability Charts

**Nonphysical disability chart:** never 93.7%, a few times each year or less 4.9%, almost every day to a few times each month 4.4%

**Physical disability chart:** never 90.4%, a few times each year or less 3.7%, almost every day to a few times each month 5.9%

### Age Charts

**24 years old and younger chart:** never 87.3%, a few times each year or less 5.7%, almost every day to a few times each month 7.0%

**25 to 39 years old chart:** never 89.8%, a few times each year or less 6.2%, almost every day to a few times each month 4.0%

**40 to 54 years old chart:** never 94.9%, a few times each year or less 3.4%, almost every day to a few times each month 1.7%

**55 years old and older chart:** never 85.0%, a few times each year or less 12.3%, almost every day to a few times each month 2.7%

### Gender Charts

**Cisgender men chart:** never 94.9%, a few times each year or less 3.4%, almost every day to a few times each month 1.7%

**Cisgender women chart:** never 65.5%, a few times each year or less 26.4%, almost every day to a few times each month 8.1%

**Nonbinary individuals chart:** never 42.0%, a few times each year or less 39.3%, almost every day to a few times each month 18.6%

**Transgender men and women chart:** never 33.3%, a few times each year or less 33.3%, almost every day to a few times each month 33.3%

### Religion Charts

**Another religion or no religion chart:** never 98.8%, a few times each year or less 0.6%, almost every day to a few times each month 0.6%

**Christian chart:** never 96.4%, a few times each year or less 2.4%, almost every day to a few times each month 1.2%

**Jewish chart:** never 89.4%, a few times each year or less 0.0%, almost every day to a few times each month 10.6%

**Muslim chart:** never 69.2%, a few times each year or less 15.4%, almost every day to a few times each month 15.4%

**Race Charts**

**American Indian & Alaska Native (seen as nonwhite) chart:** never 72.8%, a few times each year or less 9.0%, almost every day to a few times each month 18.1%

**American Indian & Alaska Native (seen as white) chart:** never 92.0%, a few times each year or less 4.0%, almost every day to a few times each month 4.0%

**Asian, Native Hawaiian, and Pacific Islander chart:** never 76.0%, a few times each year or less 16.0%, almost every day to a few times each month 8.0%

**Black / African American chart:** never 52.8%, a few times each year or less 23.6%, almost every day to a few times each month 23.6%

**Hispanic / Latino (seen as nonwhite) chart:** never 72.3%, a few times each year or less 19.7%, almost every day to a few times each month 9.0%

**Hispanic / Latino (seen as white) chart:** never 94.2%, a few times each year or less 2.9%, almost every day to a few times each month 2.9%

**Mixed-race (seen as nonwhite) chart:** never 64.6%, a few times each year or less 29.0%, almost every day to a few times each month 6.4%

**Mixed-race (seen as white) chart:** never 90.2%, a few times each year or less 9.8%, almost every day to a few times each month 0.0%

**White chart:** never 97.4%, a few times each year or less 1.4%, almost every day to a few times each month 1.2%

**Sexual Orientation Charts**

**Heterosexual chart:** never 99.3%, a few times each year or less 0.2%, almost every day to a few times each month 0.5%

**LGBQ+ chart:** never 78.3%, a few times each year or less 16.7%, almost every day to a few times each month 5.0%

**The following chart illustrates the increased probabilities that having a specific identity will lead to being threatened or harassed in Olympia, based on changing only the identity mentioned and keeping everything else the same:**

Baseline (White Christian cisgender men without a disability) = 1.0 times the baseline

Have a physical disability = 1.6 times the baseline

Cisgender women = 1.9 times the baseline

Nonbinary Individuals = 3.2 times the baseline

Transgender men and women = 8.3 times the baseline

## Other People Acting Afraid

Survey respondents were asked “In your day-to-day life in Olympia, how often have people acted as if they are afraid of you?” and those who selected something other than ‘never’ were asked the follow-up question, “What do you think is the main reason?” Only respondents who answered something other than “never” to the first question are reported in this section.

**The following charts illustrate the percentage of individuals within each identity who named that identity as the main reason for other people acting afraid of them in Olympia:**

### Ability Charts

**Nonphysical disability chart:** never 92.5%, a few times each year or less 4.7%, almost every day to a few times each month 2.8%

**Physical disability chart:** never 95.2%, a few times each year or less 3.2%, almost every day to a few times each month 1.6%

### Age Charts

**24 years old and younger chart:** never 94.4%, a few times each year or less 2.1%, almost every day to a few times each month 3.5%

**25 to 39 years old chart:** never 98.2%, a few times each year or less 0.7%, almost every day to a few times each month 1.1%

**40 to 54 years old chart:** never 97.2%, a few times each year or less 1.6%, almost every day to a few times each month 1.2%

**55 years old and older chart:** never 96.5%, a few times each year or less 2.3%, almost every day to a few times each month 1.2%

### Gender Charts

**Cisgender men chart:** never 84.1%, a few times each year or less 10.4%, almost every day to a few times each month 5.5%

**Cisgender women chart:** never 97.4%, a few times each year or less 1.6%, almost every day to a few times each month 1.0%

**Nonbinary individuals chart:** never 82.3%, a few times each year or less 9.5%, almost every day to a few times each month 8.2%

**Transgender men and women chart:** never 48.4%, a few times each year or less 32.3%, almost every day to a few times each month 19.4%

### Religion Charts

**Another religion or no religion chart:** never 99.0%, a few times each year or less 0.3%, almost every day to a few times each month 0.7%

**Christian chart:** never 99.8%, a few times each year or less 0.0%, almost every day to a few times each month 0.2%

**Jewish chart:** never 100.0%, a few times each year or less 0.0%, almost every day to a few times each month 0.0%

**Muslim chart:** never 94.5%, a few times each year or less 15.4%, almost every day to a few times each month 23.1%

**Race Charts**

**American Indian & Alaska Native (seen as nonwhite) chart:** never 74.0%, a few times each year or less 8.7%, almost every day to a few times each month 17.3%

**American Indian & Alaska Native (seen as white) chart:** never 95.7%, a few times each year or less 4.3%, almost every day to a few times each month 0.0%

**Asian, Native Hawaiian, and Pacific Islander chart:** never 84.3%, a few times each year or less 10.5%, almost every day to a few times each month 5.2%

**Black / African American chart:** never 48.6%, a few times each year or less 20.8%, almost every day to a few times each month 30.6%

**Hispanic / Latino (seen as nonwhite) chart:** never 82.0%, a few times each year or less 9.0%, almost every day to a few times each month 9.0%

**Hispanic / Latino (seen as white) chart:** never 90.7%, a few times each year or less 3.1%, almost every day to a few times each month 6.2%

**Mixed-race (seen as nonwhite) chart:** never 59.4%, a few times each year or less 37.5%, almost every day to a few times each month 3.1%

**Mixed-race (seen as white) chart:** never 92.7%, a few times each year or less 2.4%, almost every day to a few times each month 4.9%

**White chart:** never 97.2%, a few times each year or less 1.4%, almost every day to a few times each month 1.4%

**Sexual Orientation Charts**

**Heterosexual chart:** never 99.6%, a few times each year or less 0.1%, almost every day to a few times each month 0.3%

**LGBQ+ chart:** never 95.0%, a few times each year or less 2.3%, almost every day to a few times each month 2.7%

**The following chart illustrates the increased probabilities that having a specific identity will lead to being threatened or harassed in Olympia, based on changing only the identity mentioned and keeping everything else the same:**

Baseline (White Christian cisgender men without a disability) = 1.0 times the baseline

Have a nonphysical disability = 1.8 times the baseline

Have a physical disability = 2.0 times the baseline

Transgender men and women = 3.3 times the baseline

Mixed-race seen as nonwhite = 3.5 times the baseline

Black / African American = 7.7 times the baseline

## Being Treated with Less Respect

Survey respondents were asked “In your day-to-day life in Olympia, how often have you been treated with less courtesy or respect than other people?” and those who selected something other than ‘never’ were asked the follow-up question, “What do you think is the main reason?” Only respondents who answered something other than “never” to the first question are reported in this section.

**The following charts illustrate the percentage of individuals within each identity who named that identity as the main reason for being treated with less respect in Olympia:**

### Ability Charts

**Nonphysical disability chart:** never 82.5%, a few times each year or less 6.5%, almost every day to a few times each month 11.0%

**Physical disability chart:** never 84.9%, a few times each year or less 7.3%, almost every day to a few times each month 7.8%

### Age Charts

**24 years old and younger chart:** never 83.7%, a few times each year or less 8.8%, almost every day to a few times each month 7.5%

**25 to 39 years old chart:** never 88.1%, a few times each year or less 6.0%, almost every day to a few times each month 5.9%

**40 to 54 years old chart:** never 91.2%, a few times each year or less 6.2%, almost every day to a few times each month 2.6%

**55 years old and older chart:** never 77.0%, a few times each year or less 18.1%, almost every day to a few times each month 4.9%

### Gender Charts

**Cisgender men chart:** never 92.9%, a few times each year or less 4.2%, almost every day to a few times each month 2.9%

**Cisgender women chart:** never 68.4%, a few times each year or less 17.2%, almost every day to a few times each month 14.5%

**Nonbinary individuals chart:** never 51.5%, a few times each year or less 13.0%, almost every day to a few times each month 35.5%

**Transgender men and women chart:** never 37.9%, a few times each year or less 51.8%, almost every day to a few times each month 10.3%

### Religion Charts

**Another religion or no religion chart:** never 98.4%, a few times each year or less 0.6%, almost every day to a few times each month 1.0%

**Christian chart:** never 94.7%, a few times each year or less 2.5%, almost every day to a few times each month 2.8%

**Jewish chart:** never 94.8%, a few times each year or less 2.6%, almost every day to a few times each month 2.6%

**Muslim chart:** never 46.2%, a few times each year or less 30.8%, almost every day to a few times each month 23.1%

**Race Charts**

**American Indian & Alaska Native (seen as nonwhite) chart:** never 70.8%, a few times each year or less 12.5%, almost every day to a few times each month 16.7%

**American Indian & Alaska Native (seen as white) chart:** never 92.0%, a few times each year or less 0.0%, almost every day to a few times each month 8.0%

**Asian, Native Hawaiian, and Pacific Islander chart:** never 53.6%, a few times each year or less 33.3%, almost every day to a few times each month 13.1%

**Black / African American chart:** never 52.7%, a few times each year or less 23.7%, almost every day to a few times each month 23.6%

**Hispanic / Latino (seen as nonwhite) chart:** never 67.7%, a few times each year or less 14.7%, almost every day to a few times each month 17.6%

**Hispanic / Latino (seen as white) chart:** never 91.9%, a few times each year or less 5.4%, almost every day to a few times each month 2.7%

**Mixed-race (seen as nonwhite) chart:** never 46.9%, a few times each year or less 25.0%, almost every day to a few times each month 28.2%

**Mixed-race (seen as white) chart:** never 92.7%, a few times each year or less 0.0%, almost every day to a few times each month 7.3%

**White chart:** never 91.2%, a few times each year or less 2.6%, almost every day to a few times each month 6.2%

**Sexual Orientation Charts**

**Heterosexual chart:** never 98.7%, a few times each year or less 0.6%, almost every day to a few times each month 0.7%

**LGBQ+ chart:** never 77.8%, a few times each year or less 13.1%, almost every day to a few times each month 9.1%

**The following chart illustrates the increased probabilities that having a specific identity will lead to being threatened or harassed in Olympia, based on changing only the identity mentioned and keeping everything else the same:**

Baseline (White Christian cisgender men without a disability) = 1.0 times the baseline

Cisgender women = 1.4 times the baseline

Have a nonphysical disability = 1.6 times the baseline

Have a nonphysical disability = 2.1 times the baseline

Asian, Native Hawaiian, and Pacific Islander = 2.5 times the baseline

Black / African American = 3.1 times the baseline

Nonbinary Individuals = 3.9 times the baseline

Transgender men and women = 50+ times the baseline

## Being Seen as Not Smart

Survey respondents were asked “In your day-to-day life in Olympia, how often have people acted as if they think you are not smart?” and those who selected something other than ‘never’ were asked the follow-up question, “What do you think is the main reason?” Only respondents who answered something other than “never” to the first question are reported in this section.

**The following charts illustrate the percentage of individuals within each identity who named that identity as the main reason for being seen in Olympia as not smart:**

### Ability Charts

**Nonphysical disability chart:** never 73.6%, a few times each year or less 7.1%, almost every day to a few times each month 19.3%

**Physical disability chart:** never 87.4%, a few times each year or less 3.7%, almost every day to a few times each month 8.9%

### Age Charts

**24 years old and younger chart:** never 73.5%, a few times each year or less 12.0%, almost every day to a few times each month 14.5%

**25 to 39 years old chart:** never 80.0%, a few times each year or less 12.3%, almost every day to a few times each month 7.7%

**40 to 54 years old chart:** never 89.3%, a few times each year or less 5.3%, almost every day to a few times each month 5.4%

**55 years old and older chart:** never 78.1%, a few times each year or less 16.7%, almost every day to a few times each month 5.2%

### Gender Charts

**Cisgender men chart:** never 94.8%, a few times each year or less 2.5%, almost every day to a few times each month 2.7%

**Cisgender women chart:** never 66.1%, a few times each year or less 23.7%, almost every day to a few times each month 10.2%

**Nonbinary individuals chart:** never 56.1%, a few times each year or less 23.0%, almost every day to a few times each month 20.9%

**Transgender men and women chart:** never 46.9%, a few times each year or less 28.1%, almost every day to a few times each month 25.1%

### Religion Charts

**Another religion or no religion chart:** never 99.2%, a few times each year or less 0.3%, almost every day to a few times each month 0.5%

**Christian chart:** never 97.6%, a few times each year or less 1.2%, almost every day to a few times each month 1.2%

**Jewish chart:** never 94.8%, a few times each year or less 2.6%, almost every day to a few times each month 2.6%

**Muslim chart:** never 84.6%, a few times each year or less 7.7%, almost every day to a few times each month 7.7%

**Race Charts**

**American Indian & Alaska Native (seen as nonwhite) chart:** never 69.7%, a few times each year or less 13.0%, almost every day to a few times each month 17.3%

**American Indian & Alaska Native (seen as white) chart:** never 94.4%, a few times each year or less 5.6%, almost every day to a few times each month 0.0%

**Asian, Native Hawaiian, and Pacific Islander chart:** never 69.5%, a few times each year or less 18.0%, almost every day to a few times each month 12.5%

**Black / African American chart:** never 56.3%, a few times each year or less 15.5%, almost every day to a few times each month 28.2%

**Hispanic / Latino (seen as nonwhite) chart:** never 73.8%, a few times each year or less 12.3%, almost every day to a few times each month 13.9%

**Hispanic / Latino (seen as white) chart:** never 85.8%, a few times each year or less 7.1%, almost every day to a few times each month 7.1%

**Mixed-race (seen as nonwhite) chart:** never 58.0%, a few times each year or less 19.4%, almost every day to a few times each month 22.6%

**Mixed-race (seen as white) chart:** never 100.0%, a few times each year or less 0.0%, almost every day to a few times each month 0.0%

**White chart:** never 97.9%, a few times each year or less 1.3%, almost every day to a few times each month 0.8%

**Sexual Orientation Charts**

**Heterosexual chart:** never 99.1%, a few times each year or less 0.5%, almost every day to a few times each month 0.4%

**LGBQ+ chart:** never 95.0%, a few times each year or less 1.0%, almost every day to a few times each month 4.0%

**The following chart illustrates the increased probabilities that having a specific identity will lead to being threatened or harassed in Olympia, based on changing only the identity mentioned and keeping everything else the same:**

Baseline (White Christian cisgender men without a disability) = 1.0 times the baseline

Cisgender women = 1.6 times the baseline

Have a disability = 2.1 times the baseline

Black / African American = 2.3 times the baseline

Transgender men and women = 50+ times the baseline

## What experiencing diminishing discrimination can look like in Olympia

The below testimonials were taken from interviews with survey respondents who self-identified as Asian, asexual, Agnostic, Atheist, Christian, cisgender men, cisgender women, disabled, gay, genderqueer, heterosexual, intersex, Jewish, lesbian, Muslim, nonbinary, pansexual, queer, transintersex and/or white.

Quote: *I regularly get hostile remarks from people I'm passing on the sidewalk.*

Quote: *Typically, this means people openly ignoring me when I introduce myself or talking to others around me and referring to me in the third-person as if I am not there.*

Quote: *Everyday people give me weird looks, stink eye, cross the street when I'm walking by them. I'm followed around stores by staff, people have said [discriminatory] things to me while I was protesting in the past and I experience tons of microaggressions all the time.*

Quote: *They didn't they didn't value who I was, as a person.*

Quote: *People [with a different identity and in their car] will slow down to yell slurs at m*

Quote: *They just assumed I didn't know anything about anything because I'm [identity], and would talk down to me or condescend by requesting [a person with a different identity].*

Quote: *I was walking down the sidewalk. And this woman passed me right so she was behind me and she passed me and I'm just walking home. And she's up ahead of me, and then she starts looking behind me and are looking behind her at me. And she keeps doing it and doing it. And I eventually got the idea that she thought that I was following her right and I'm like, but I was here first you passed me I'm not following you. And then she made this big deal about getting on the phone and talking really loud and walking across the street to the other side of the street and looking over her shoulder at me the whole time on the phone.*

Quote: *I don't want strangers to know I'm [identity] in Olympia anymore. Like it's not safe*

Quote: *I was working and not in a position where I could give her an answer, but she demanded it anyway, expecting that I would give her my time and efforts ...*

Quote: *As [identity], people constantly act like they think I'm not smart. I've had people explain basic things to me.*

Quote: *I can tell when people are staring, are giving me shorter interactions, and are uncomfortable...*

Quote: *I have been catcalled, honked at, followed, and harassed, all because I'm a [identity].*

## Discriminatory Acts of Impediment Section

Impediment discrimination refers to acts that impede an individual's access to opportunities because of an identity or identities that they have. The forms of discrimination in this section specifically impede access to education, employment, housing, healthcare, services, and positive interactions with law enforcement. In addition to limiting a person's ability to have the same opportunities available to other Olympians, these discriminatory acts can also cause psychological and physiological injury to those impacted.

More than half (51.5%) of survey respondents said they have experienced one of the following forms of discrimination in Olympia. (51.5% represents about 28,000 Olympians.)

### Survey respondents categorized by how many times they have experienced discriminatory acts of impediment in Olympia:

#### Chart: How many times they have experienced discriminatory acts of impediment in Olympia

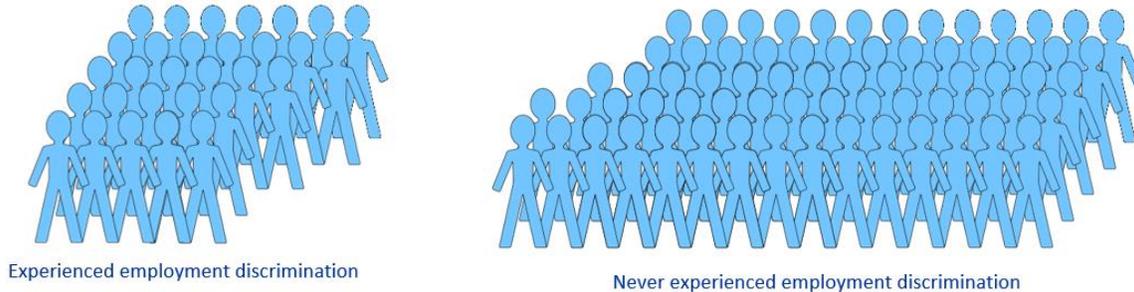
Never 48%  
 1-3 times 27%  
 4-6 times 9%  
 7-9 times 4%  
 10 or more times 12%

#### Chart: The "main reason" respondents said they experience discriminatory acts of impediment:

In alphabetical order  
 14.9% said age  
 5.1% said ancestry or national origin  
 8.9% said a disability  
 11.5% said education or income  
 24.8% said gender  
 13.7% said physical appearance  
 11.1% said race  
 3.2% said religion  
 6.8% said sexual orientation

## Employment

600 out of 1,925 (31.2%) of respondents who answered questions relating to employment reported experiencing employment discrimination in Olympia because of their identity. (31.2% represents approximately 17,000 Olympians.)



### What experiencing employment discrimination can look like in Olympia

The following testimonials are taken from interviews with survey respondents who self-identified as Asian, Christian, cisgender men, cisgender women, disabled, gay, heterosexual, lesbian, transgender women, and/or white.

Quote: *I had two interviews and at the end of the last one they asked me more personal questions about my life and at the time I had identified as [identity] and they ended the interview there and I never heard back from the hiring managers.*

Quote: *Even though I was clearly qualified, and even though they didn't admit it, I knew it was because of [identity]. Even though they're not allowed to ask someone's [identity], they can easily figure it out...*

Quote: *People in the company were getting raises ... the boss said, 'Well, [they are in identity group]' so that was it was pretty obvious.*

Quote: *There have been several times in the past few years where I have made it to the last round of interviews for supervisory positions to only be told I am very impressive and they can see the drive in me for advancement but they've given the position to someone else. Each time the position has been given to [someone not sharing my identity]. Makes me feel just because I'm [identity] I don't have the same opportunities for advancement.*

Quote: *I completed the required exams to obtain my professional license to [practice profession]. I soon asked about a raise and/or a bump in title. I was asked by the CEO of the firm, 'what am I doing different today compared to yesterday?' No raise was due simply because I had obtained my license. However, it's known that firms can bill clients at much higher rates per hour when someone who is licensed is working on a project ... there were several other [employees matching the identity of everyone else] in the office, some of who became licensed before and after me. They received raises at that point.*

Quote: *I can tell you the reason I got fired was [identity]. ... my supervisor said, I don't agree with your choice. And it's like, you know, you're just too difficult to work with. We can't afford the time for you to be gone. And so they let me go...*

Quote: *I have even been told that [a different identity] could do the job better and when I asked how they knew that, they just said it was fact.*

Quote: *I knew that everyone was supposed to get a yearly raise yet when the new year came I didn't get a raise.*

Quote: *Several months went by with glowing praise from customers and management. Then one day [my manager discovered my identity]. The next day I came in and was fired on the spot with no explanation.*

**Chart 1: Percentages of individuals within each identity who named that identity as the main reason for not receiving a job promotion in Olympia:**

**Age Category**

- 24 Years and younger 3.0%
- 25-39 years old 3.4%
- 40-54 years old 4.2%
- 55 years and older 7.8%

**Disability Category**

- Physical Disability 9.8%
- Nonphysical Disability 9.9%

**Gender Category**

- Cisgender men 2.0%
- Cisgender women 8.3%
- Nonbinary 12.8%
- Transgender men 29.4%
- Transgender women 0.0%

**Race Category**

- American Indian & Alaska Native (seen as nonwhite) 4.0%
- American Indian & Alaska Native (seen as white) 0.0%
- Asian, Native Hawaiian, and Pacific Islander 6.5%
- Black/African American 18.9%
- Hispanic/Latino (seen as nonwhite) 10.8%
- Hispanic/Latino (seen as white) 0.0%
- Mixed-race (seen as nonwhite) 19.4%
- Mixed-race (seen as white) 0.0%
- White 1.7%

**Religion Category**

- Christian 1.1%
- Jewish 5.0%
- Muslim 23.1%
- None or another religion 0.5%

**Sexual Orientation Category**

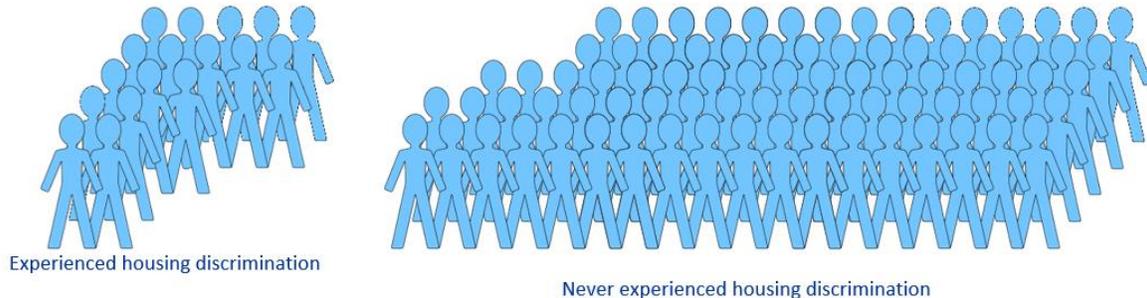
- Heterosexual 0.6%
- LGBQ+ 3.0%

**Chart 2: Increased probability that having a specific identity will lead to not receiving a job promotion in Olympia.** (Based on changing only the identity mentioned and keeping everything else the same.)

- Baseline (White Christian cisgender men without a disability) = 1.0 times the baseline
- Cisgender women = 1.4 times the baseline
- Hispanic / Latino (seen as nonwhite) = 2.3 times the baseline
- Have a disability = 2.7 times the baseline
- Transgender men and women = 3.4 times the baseline
- Black / African American = 3.4 times the baseline
- Muslim = 4.0 times the baseline

## Housing

319 out of 1,886 (16.9%) of the survey respondents who answered questions about housing reported that they have experienced housing discrimination in Olympia because of their identity. (16.9% represents approximately 9,200 Olympians.)



### What experiencing housing discrimination can look like in Olympia

The following testimonials are taken from interviews with survey respondents who self-identified as African American, Atheist, bisexual, Black, cisgender men, cisgender women, disabled, genderqueer, heterosexual, lesbian, and/or white.

*Quote: I was denied from every single apartment or straight up ignored by landlords or rental companies for two months but my partner [with a different identity] applied at the same places with worse credit and less income and was treated far better. ... the only reason we secured a place was because [my partner] was the one who did all the talking and viewing.*

*Quote: My landlord served me an eviction notice ... and called me [epithets], and also informed me she does 'not rent to [identity].'*

*Quote: I am [identity] and very proud of that. Unfortunately, not all people agree with people of my [living here] and when you live near a [neighbor] that is allowed to be openly [prejudice] with decor and such outside, you no longer feel welcome, when the snide remarks start coming you start to feel unsafe, and then when the threatening gestures start and aren't stopped you leave for your safety.*

*Quote: I met with a homeowner who was renting out a home in Olympia. I had the right credentials, the right amount of money, and a stable income. The landlord liked me and I put in an application. He told me it was as good as mine. Then I visited once more [and my identity was revealed]. This time the landlord was visibly uncomfortable and refused to look at either [my partner or me]. The tour was cut short and our application was denied.*

*Quote: We've, we have had some issues with neighbors on [our] road driving down and screaming [epithets at my partner]. ... It just makes me nervous.*

*Quote: I've actually moved twice because I didn't feel safe as a [identity]. ... [my neighbor] starts screaming like about, just doing crazy stuff like you know the basics like, [identity-related epithet] ... after he did that I took my [identity-related symbolism] down because I was like I'm just sick of it like I don't want strangers to know I'm [identity] in Olympia anymore. Like it's not safe.*

*Quote: [my partner] secured this loan online. And [my partner] went down to the bank. And when they saw that [my partner] was [identity], they've just all of a sudden denied the loan.*

### Housing discrimination leading to other institutional inequities

Not having access to desired housing—whether through a landlord not renting, realtor not selling, neighbors harassing, or loans not being provided—can lead to other forms of institutional inequities including: education, ability to earn or retain income/wealth, and mental and physical health.

**Chart 3: Percentages of individuals within each identity who named that identity as the main reason for being prevented from renting or buying a home in their desired neighborhood in Olympia:**

**Age**

24 Years and younger 3.8%  
 25-39 years old 3.4%  
 40-54 years old 1.6%  
 55 years and older 0.7%

**Disability**

Physical Disability 3.8%  
 Nonphysical Disability 2.2%

**Gender**

Cisgender men 0.5%  
 Cisgender women 1.5%  
 Nonbinary 8.4%  
 Transgender men 25.0%  
 Transgender women 13.3%

**Race**

American Indian & Alaska Native (seen as nonwhite) 20.8%  
 American Indian & Alaska Native (seen as white) 0.0%  
 Asian, Native Hawaiian, and Pacific Islander 2.6%  
 Black/African American 12.3%  
 Hispanic/Latino (seen as nonwhite) 7.8%  
 Hispanic/Latino (seen as white) 3.7%  
 Mixed-race (seen as nonwhite) 3.2%  
 Mixed-race (seen as white) 0.0%  
 White 0.2%

**Religion**

Christian 0.2%  
 Jewish 0.0%  
 Muslim 15.4%  
 None or another religion 0.5%

**Sexual Orientation**

Heterosexual 0.1%  
 LGBQ+ 3.0%

**Chart 4: Increased probability that having a specific identity will prevent an individual from renting or buying a home in their desired neighborhood in Olympia.**

(Based on changing only the identity mentioned and keeping everything else the same.)

Baseline (White Christian cisgender men without a disability) = 1.0 times the baseline

Nonbinary individuals = 2.8 times the baseline

Transgender men and women = 3.1 times the baseline

Hispanic / Latino (seen as nonwhite) = 3.3 times the baseline

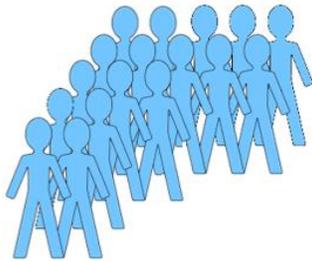
Have a disability = 3.7 times the baseline

Alaska Native and American Indian = 4.3 times the baseline

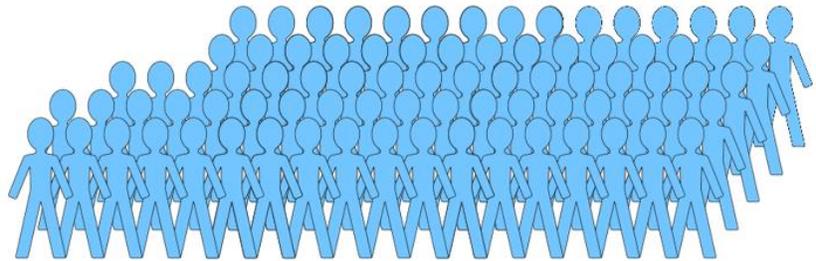
Black / African American = 4.3 times the baseline

## Law Enforcement / Security

297 out of 1,878 (15.8%) of respondents who answered questions relating to law enforcement/security reported experiencing harassment by law enforcement/security in Olympia because of their identity. (15.8% represents approximately 8,500 Olympians.)



Been hassled by law enforcement/  
security because of an identity



Never been hassled by law enforcement/security  
because of an identity

### What experiencing law enforcement / security discrimination can look like in Olympia

The following testimonials are taken from interviews with survey respondents who self-identified as bisexual, Black, cisgender men, cisgender women, disabled, heterosexual, Latino, and/or white.

Quote: *I've just, you know, been driving and going down the road and been pulled over because the way I look you know, pretty much really it's just like, Well, you look like you might be having some problems here. And I mean, there's no reason to have pulled me over whatsoever, but it's happened more than once.*

Quote: *I have been approached by cops and security before at city hall who have asked me to not sit down on the benches surrounding city hall. At the time there are often other people who also sitting and chatting who were not asked to move. I was sipping a coffee and reading a book at the time.*

Quote: *[law enforcement] seemed a little bit different towards me than the other kids that were there. So just kind of the way that I was talked to, you know, was different than my counterparts at that time.*

Quote: *[Law enforcement] has pulled me over many times, even though I am a good driver and never my partner. They give me a hard time every time as if I'm some kind of criminal...*

Quote: *I am [identity] so yes I have been hassled by [law enforcement] for this with derogatory remarks being made about [my traits] in the process.*

Quote: *We were in the Olympia area when we got pulled over. In the evening, it was dark. For nothing, I mean, he was on the speed limit. And we were just coming from I think a friend's house and no drinks. ... [The officer] didn't have any reason to pull us over. [The officer] never came up with a reason.*

Quote: *I don't cause any trouble and yet, the police chased me from place to place to place. Once threatened to go into [my home] without a warrant and arrest me.*

### Law enforcement/security discrimination leading to other institutional inequities

Being harassed by law enforcement/security can also lead to mental and physical injury.

**Chart 5: Percentages of individuals within each identity who named that identity as the main reason for being hassled by law enforcement/security in Olympia:**

**Age**

24 Years and younger 7.5%  
 25-39 years old 3.6  
 40-54 years old 3.5%  
 55 years and older 1.5%

**Disability**

Physical Disability 7.9%  
 Nonphysical Disability 8.4%

**Gender**

Cisgender men 0.7%  
 Cisgender women 3.7%  
 Nonbinary 11.0%  
 Transgender men 41.2%  
 Transgender women 40.0%

**Race**

American Indian & Alaska Native (seen as nonwhite) 12.5%  
 American Indian & Alaska Native (seen as white) 0.0%  
 Asian, Native Hawaiian, and Pacific Islander 14.7%  
 Black/African American 34.2%  
 Hispanic/Latino (seen as nonwhite) 9.4%  
 Hispanic/Latino (seen as white) 3.7%  
 Mixed-race (seen as nonwhite) 16.1%  
 Mixed-race (seen as white) 0.0%  
 White 0.8%

**Religion**

Christian 0.2%  
 Jewish 0.0%  
 Muslim 7.7%  
 None or another religion 1.3%

**Sexual Orientation**

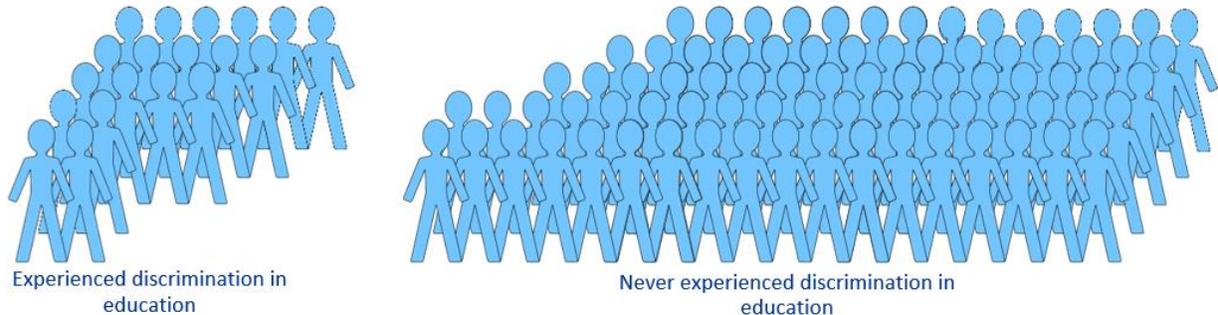
Heterosexual 0.4%  
 LGBQ+ 6.8%

**Chart 6: Increased probability that having a specific identity will lead to being hassled by law enforcement or security in Olympia.** (Based on changing only the identity mentioned and keeping everything else the same.)

Baseline (White Christian cisgender men without a disability) = 1.0 times the baseline  
 Alaska Native, American Indian, Hispanic/Latino, and Mixed-race (seen as white) = 2.2 times the baseline  
 Hispanic / Latino (seen as nonwhite) = 2.6 times the baseline  
 Transgender men and women = 2.8 times the baseline  
 Have a disability = 4.2 times the baseline  
 Muslim = 5.1 times the baseline  
 Black / African American = 5.5 times the baseline

## Education

376 out of 1,973 (19.1%) of respondents answered questions relating to education reported having experienced discrimination in education in Olympia because of an identity they have. (19.1% represents approximately 10,400 Olympians.)



### What experiencing education discrimination can look like in Olympia

The following testimonials come from interviews with respondents who self-identified as biracial, Christian, cisgender women, disabled, heterosexual, Hispanic, Jewish, queer, intersex trans showing, and/or white.

Quote: *I would say that I definitely experienced some [discrimination]. And I wouldn't say that it was from the instructors themselves, but from fellow classmates...*

Quote: *[my school] scheduled the first day of class to be the absolute most [important] day of the year for [people with my identity]. And so whereas [the school] didn't say you have to go ... We're not penalized for not going to the first day of class, but we missed out on the information that all other students that [don't have my identity received].*

Quote: *I was [personal trait] and my teacher said I would fail in life.*

Quote: *I was told that, due to [my identity], I should think more about [alternative] and less about pursuing further education.*

Quote: *I was denied an opportunity to participate in a program that offered financial support and business training to food producers, because- what it felt to me was that I was [identity] who wanted to [run a business related a specific identity]. I had lots of experience and market info, but they didn't take me seriously as a [identity].*

Quote: *Told 'need not apply' [for a scholarship].*

Quote: *I just felt like I was being discriminated against because they're basically dismissing who I was.*

Quote: *On two or three different occasions was told, 'Well, you know, manager jobs with the state are mostly [identity]. They're not [identity]. You need to just you know, if you want to do a manager, it's gonna have to be a low level manager. You know, you can only go so far in the state being a [identity].'*

### Education discrimination leading to other institutional inequities

Not having access to quality educational opportunities and/or being discouraged from pursuing education can lead to other forms of institutional inequities including ability to earn or retain income/wealth, and mental and physical health.

**Chart 7: Percentages of individuals within each identity who named that identity as the main reason for being discouraged from pursuing further education in Olympia:**

**Age**

24 Years and younger 4.2%  
 25-39 years old 3.6%  
 40-54 years old 3.9%  
 55 years and older 3.2%

**Disability**

Physical Disability 8.4%  
 Nonphysical Disability 11.0%

**Gender**

Cisgender men 2.1%  
 Cisgender women 7.5%  
 Nonbinary 9.6%  
 Transgender men 23.5%  
 Transgender women 18.8%

**Race**

American Indian & Alaska Native (seen as nonwhite) 4.0%  
 American Indian & Alaska Native (seen as white) 0.0%  
 Asian, Native Hawaiian, and Pacific Islander 3.8%  
 Black/African American 22.4%  
 Hispanic/Latino (seen as nonwhite) 16.4%  
 Hispanic/Latino (seen as white) 3.4%  
 Mixed-race (seen as nonwhite) 19.4%  
 Mixed-race (seen as white) 2.3%  
 White 1.4%

**Religion**

Christian 1.8%  
 Jewish 2.4%  
 Muslim 8.3%  
 None or another religion 0.5%

**Sexual Orientation**

Heterosexual 0.6%  
 LGBTQ+ 4.8%

**Chart 8: Increased probability that having a specific identity will lead to being discouraged by an educator or advisor from pursuing further education in Olympia.**

(Based on changing only the identity mentioned and keeping everything else the same.)

Baseline (White Christian cisgender men without a disability) = 1.0 times the baseline

Cisgender women = 1.7 times the baseline

Alaska Native, American Indian, Hispanic/Latino, and Mixed-race (seen as white) = 2.0 times the baseline

Black / African American = 3.0 times the baseline

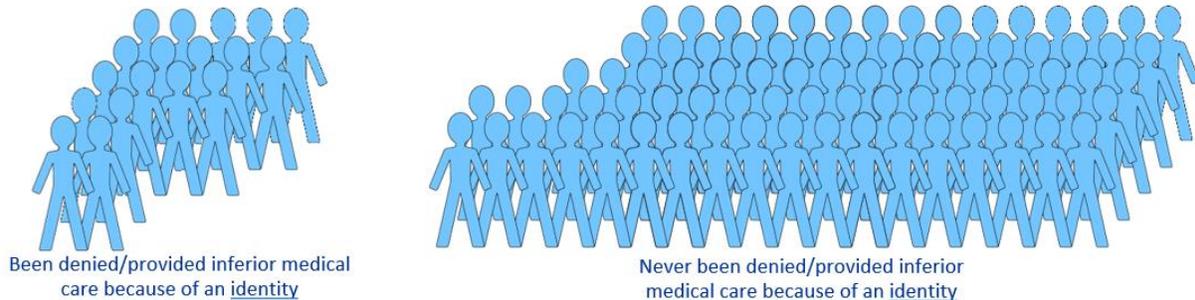
Alaska Native and American Indian = 3.2 times the baseline

Have a disability = 4.2 times the baseline

Transgender men and women = 4.9 times the baseline

## Healthcare

334 out of 1,864 (17.9%) of research participants who answered questions relating to healthcare reported that they have experienced healthcare discrimination in Olympia because of an identity they have. (17.9% represents approximately 9,800 Olympians.)



### What experiencing healthcare discrimination can look like in Olympia

The following testimonials are taken from interviews with survey respondents who self-identified as Agnostic, Christian, cisgender women, disabled, genderfluid, genderqueer, heterosexual, Latino, Muslim, queer, transintersex, and/or white.

Quote: *Nobody takes me seriously when I go to the doctor or get injured. They are very condescending to me.*

Quote: *One doctor that I saw told me that I was [identity] and that people like me need to [descriptive instructions]. That made me break down in tears and I stopped going to the doctor completely for a while even though I was being seen for a very serious issue that can lead to cancer if left untreated/unmanaged.*

Quote: *When I mentioned that I was worried about my [medical condition] to my doctor, and separately to my therapist, both essentially brushed me off and did not suggest further treatment at all. I believe it's because society tends to view [medical condition] as an issue that mostly [not people with my identity] have.*

Quote: *[when receiving stitches at a hospital]... the doctor says, 'Well, you know, most women apologize when they haven't shaved their legs.' That's what the ER doctor said to me.*

Quote: *... can't count the number of times that my pain has been written off as a mental thing that I just need to get over.*

Quote: *I have been denied care outright due to my [identity]. One clinic in town that I called trying to find behavioral health care simply said that they could not help me because they didn't have any providers who were [identity]-accepting.*

Quote: *If I fight back, this is one of the ways that [identity] people end up accidentally dead. Um, so I have not been back to [healthcare facility] since that incident because I don't feel safe there.*

Quote: *I was sexually assaulted by medical providers on three separate occasions.*

### Healthcare discrimination leading to other institutional inequities

Not having access to quality healthcare can lead to other forms of institutional inequities including ability to earn or retain income/wealth.

**Chart 9: Percentages of individuals within each identity who named that identity as the main reason for being denied medical care or provided inferior medical care in Olympia:**

**Age**

24 Years and younger 6.9%  
 25-39 years old 4.4%  
 40-54 years old 1.8%  
 55 years and older 3.2%

**Disability**

Physical Disability 18.2%  
 Nonphysical Disability 15.7%

**Gender**

Cisgender men 0.4%  
 Cisgender women 6.7%  
 Nonbinary 27.5%  
 Transgender men 58.8%  
 Transgender women 26.7%

**Race**

American Indian & Alaska Native (seen as nonwhite) 0.0%  
 American Indian & Alaska Native (seen as white) 0.0%  
 Asian, Native Hawaiian, and Pacific Islander 5.3%  
 Black/African American 13.9%  
 Hispanic/Latino (seen as nonwhite) 3.1%  
 Hispanic/Latino (seen as white) 0.0%  
 Mixed-race (seen as nonwhite) 19.4%  
 Mixed-race (seen as white) 4.8%  
 White 0.5%

**Religion**

Christian 0.2%  
 Jewish 2.5%  
 Muslim 23.1%  
 None or another religion 0.7%

**Sexual Orientation**

Heterosexual 0.5%  
 LGBTQ+ 5.7%

**Chart 10: Increased probability that having a specific identity will result in being denied medical care or being provided inferior medical care in Olympia.** (Probability based on changing only the identity mentioned while keeping everything else the same.)

Baseline (White Christian cisgender men without a disability) = 1.0 times the baseline

Cisgender women = 2.2 times the baseline

Alaska Native, American Indian, Hispanic/Latino, and Mixed-race (seen as white) = 2.4 times the baseline

Jewish = 2.9 times the baseline

Nonbinary individuals = 5.0 times the baseline

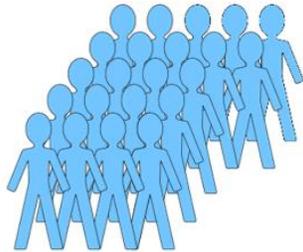
Have a disability = 5.1 times the baseline

Transgender men and women = 11.0 times the baseline

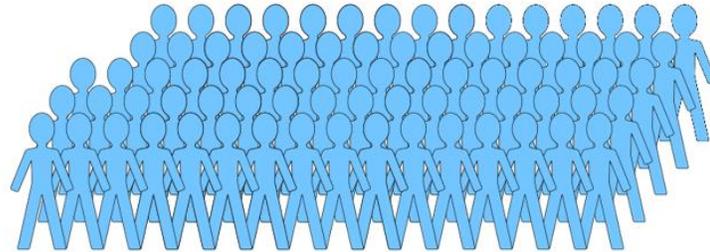
Muslim = 7.7 times the baseline

## Access to Services

403 out of 1,856 (21.7%) of research participants who answered questions relating to receiving service by a plumber, car mechanic, or other service provider reported that they have experienced service-related discrimination in Olympia because of an identity they have. (21.7% represents approximately 11,800 Olympians.)



Denied service or received inferior service because of an identity



Never denied service or received inferior service because of an identity

### What experiencing housing discrimination can look like in Olympia

The below testimonials are taken from interviews with survey respondents who self-identified as Agnostic, Asian, Atheist, Autistic, Black, Christian, cisgender men, cisgender women, femme, genderqueer, Latin-American, lesbian, neurodivergent, and/or white.

Quote: *[A technician] refused to speak to me or answer my questions about my own [property], instead deferring to a [friend matching the technician's identity] I was with at the time. It was ridiculous. I was talking to the guy asking direct questions about my [property], and he was responding to my friend as if my friend was asking the question.*

Quote: *At [a business], my friend [same identity as me] and I were not approached by anyone, there were a couple [people with a different identity than me] that came and the salesmen went right up to them. We had to actually make the 1st move to ask for help. After we asked to look at a [product, ... an employee provided access] and then left us. It felt like we were a nuisance.*

Quote: *People assume that I am not able to afford things being a [identity]. I love to prove them wrong but I shouldn't have to.*

Quote: *We ordered and waited and waited and waited and waited. And finally, you know, we talked to the waiter like a couple of different times. It's like, what's happening with our food? ... we said, well, we have to go. Can we just get this food to go or just like nevermind, we'll pay for the drinks and we're going, they said, Oh no, no. We have your order. We'll pack it up. And when we got home, my [partner] didn't order this but they had given [stereotypical food dish].*

Quote: *People assume that I am not able to afford things being a [identity]. I love to prove them wrong but I shouldn't have to.*

Quote: *When I have been provided inferior service by [service providers] it's areas I'm not knowledgeable about but I can clearly tell the price point was ridiculous ... It's tough to parse if it was because I'm [identity], because I'm [another identity] or both.*

Quote: *I am an [identity] and have been assumed to be unintelligent in several circumstances.*

Quote: *I wasn't denied a service, but I was definitely taken advantage of.*

**Chart 11: Percentages of individuals within each identity who named that identity as the main reason for being denied or provided inferior service from a plumber, car mechanic, or other service provider:**

***Age***

24 Years and younger 1.3%  
 25-39 years old 5.3%  
 40-54 years old 4.3%  
 55 years and older 5.6%

***Disability***

Physical Disability 3.8%  
 Nonphysical Disability 1.3%

***Gender***

Cisgender men 0.8%  
 Cisgender women 19.3%  
 Nonbinary 20.5%  
 Transgender men 23.5%  
 Transgender women 40.0%

***Race***

American Indian & Alaska Native (seen as nonwhite) 12.5%  
 American Indian & Alaska Native (seen as white) 0.0%  
 Asian, Native Hawaiian, and Pacific Islander 4.1%  
 Black/African American 13.9%  
 Hispanic/Latino (seen as nonwhite) 4.7%  
 Hispanic/Latino (seen as white) 0.0%  
 Mixed-race (seen as nonwhite) 12.9%  
 Mixed-race (seen as white) 0.0%  
 White 0.5%

***Religion***

Christian 0.2%  
 Jewish 0.0%  
 Muslim 7.7%  
 None or another religion 0.3%

***Sexual Orientation***

Heterosexual 0.2%  
 LGBQ+ 6.7%

**Chart 12: Increased probability that a specific identity will lead to being denied or provided inferior service by a plumber, car mechanic, or other service provider in Olympia.** (Based on changing only the identity mentioned and keeping everything else the same.)

Baseline (White Christian cisgender men without a disability) = 1.0 times the baseline

A nonphysical disability = 1.7 times the baseline

Alaska Native, American Indian, Hispanic/Latino, and Mixed-race (seen as white) = 1.8 times the baseline

Cisgender women = 3.4 times the baseline

Nonbinary individuals = 3.7 times the baseline

Transgender men and women = 7.9 times the baseline

## How Olympia Compares Nationally Section

Very little similar research exists across the United States. The closest comparative research is the 2017 survey *Discrimination in America* conducted for National Public Radio, the Robert Wood Johnson Foundation, and Harvard T.H. Chan School of Public Health.<sup>5</sup> That research surveyed 3,453 U.S. adults who were representative samples of Black/African Americans, Hispanic/Latino, Asian Americans, Native Americans, white Americans; cisgender men and women, and LGBTQ+ adults. There were four questions that closely matched both the 2017 national study and the current 2023 Olympia research, which are illustrated in the comparison charts in this section. Generally, both studies found similar trends, with Olympia most often having lower rates of discrimination for most groups' experiences. One notable exception is Native American and Alaska Natives, where Olympia was higher in all categories except being hassled by law enforcement.

The largest single-item difference between the Olympia and national surveys is Asian individuals in Olympia experiencing housing discrimination at about 1/6<sup>th</sup> the national rate.

Some context to help explain some of the differences of LGBTQ+ experiences in Olympia versus the nation as a whole: In the national survey, transgender individuals accounted for 23% of the LGBTQ+ respondents, whereas transgender were 34% of the Olympia study. In the Olympia data, transgender people were confirmed to experience discrimination in almost every measure, versus sexual orientation in just two measures (law enforcement and being threatened/harassed).

It is not clear whether the gap in Black/African American experiences found in the Olympia research compared to the national study intimates that discrimination of Black/African American individuals is lower in Olympia than in other parts of the country, or if experiences of Black/African American discrimination in Olympia are underrepresented in the current research.

### **Chart: Healthcare Discrimination in Olympia (2023) and Nationally (2017)**

American Indian and Alaska Native: Olympia 28%, National 23%

Asian: Olympia 10%, National 13%

Black / African American: Olympia 26%, National 32%

Latino & Hispanic: Olympia 15%, National 20%

White: Olympia 17%, National 5%

Men: Olympia 9%, National 8%

Women: Olympia 17%, National 18%

LGBTQ+: Olympia 32%, National 16%

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<sup>5</sup> Social Science Research Solutions (2017)

**Chart: Law Enforcement Discrimination in Olympia (2023) and Nationally (2017)**

American Indian and Alaska Native: Olympia 26%, National 29%  
Asian: Olympia 18%, National 18%  
Black / African American: Olympia 41%, National 50%  
Latino & Hispanic: Olympia 22%, National 27%  
White: Olympia 13%, National 10%  
Men: Olympia 15%, National 18%  
Women: Olympia 13%, National 15%  
LGBTQ+: Olympia 26%, National 16%

**Chart: Employment Discrimination in Olympia (2023) and Nationally (2017)**

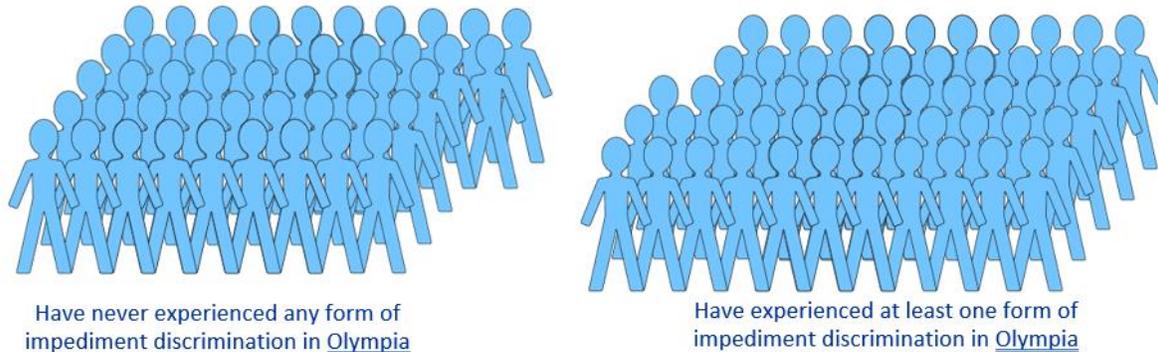
American Indian and Alaska Native: Olympia 42%, National 31%  
Asian: Olympia 25%, National 27%  
Black / African American: Olympia 40%, National 56%  
Latino & Hispanic: Olympia 26%, National 33%  
White: Olympia 23%, National 19%  
Men: Olympia 19%, National 18%  
Women: Olympia 24%, National 31%  
LGBTQ+: Olympia 27%, National 20%

**Chart: Housing Discrimination in Olympia (2023) and Nationally (2017)**

American Indian and Alaska Native: Olympia 28%, National 17%  
Asian: Olympia 4%, National 25%  
Black / African American: Olympia 21%, National 45%  
Latino & Hispanic: Olympia 18%, National 31%  
White: Olympia 9%, National 5%  
Men: Olympia 7%, National 10%  
Women: Olympia 10%, National 16%  
LGBTQ+: Olympia 18%, National 22%

## Perspectives of those not Experiencing Discrimination Section

There were 857 respondents of the 1,841 (46.6%) answering all eleven impediment discrimination questions who said they have never experienced any acts of impediment discrimination. (46.6% represents approximately 25,200 Olympians.)



**Chart:** Detailed demographics of the 857 respondents who said they have never experienced any acts of impediment discrimination

The first number is those in the identity who have never experienced impediment discrimination. The second number is the total number of survey respondents who self-identified as having that identity.

American Indian and Native Alaskan: 14 out of 51 (27.5%)  
 Asian, Native Hawaiian, and Pacific Islander: 39 out of 81 (48.1%)  
 Black and African American: 27 out of 76 (35.5%)  
 Hispanic/Latino: 44 out of 111 (39.6%)  
 Mixed-race: 22 out of 75 (29.3%)  
 White: 703 out of 1,561 (45.0%)  
 24 years old or younger: 59 out of 166 (35.5%)  
 25-39 years old: 281 out of 644 (43.6%)  
 40-54 years old: 247 out of 596 (41.4%)  
 55 years old or older: 266 out of 561 (47.4%)  
 Cisgender Men: 321 out of 573 (56.0%)  
 Cisgender Women: 486 out of 1,175 (41.4%)  
 Transgender Men: 1 out of 17 (5.9%)  
 Transgender Women 2 out of 16 (12.5%)  
 Nonbinary Individuals: 32 out of 157 (20.4%)  
 Have physical disability only: 62 out of 191 (32.5%)  
 Have nonphysical disability only: 77 out of 245 (31.4%)  
 Have physical and non-physical disability: 12 out of 82 (14.6%)  
 Have no disability: 706 out of 1,463 (48.3%)  
 Christian: 274 out of 564 (48.6%)  
 Jewish: 16 out of 42 (38.1%)  
 Muslim: 2 out of 13 (15.4%)  
 Another Religion or Faith: 276 out of 718 (38.4%)  
 No Religion: 289 out of 644 (44.9%)  
 Heterosexual: 584 out of 1,220 (47.9%)  
 LGBQ+: 183 out of 546 (33.5%)

Note: Detailed demographics of the other 984 respondents who did report experiencing impediment discrimination in Olympia are reported in the table on page 37.

The 857 respondents who did not experience impediment discrimination were asked to describe their perception of discrimination in Olympia, and their responses are provided in the chart below:

**Chart: perceptions of those who do not experience discrimination**

“Discrimination does not exist in Olympia” - 13.3%

“Discrimination exists and I intentionally contribute to it” - 0.3%

“Discrimination exists and I do not contribute to it” - 56.4%

“Discrimination exists and I unintentionally contribute to it” - 30.0%

The experiences of people who don't hold societal power can typically be matched to the perspectives of those for whom power centers around. This may be true in a small group, large organization, or even a city. Below are the typical relationships between groups holding community power, the environment, and experiences for members of groups not holding power:

**Relationship #1 and #2:** If power is centered around those who believe “Discrimination does not exist” or “Discrimination exists and I intentionally contribute to it,” then environment typically looks monocultural, reflecting the culture of those in power. Discussions about differences are generally avoided. Exclusionary status quos are openly justified and enforced. Typical experiences of members from groups without power look like segregation and exclusion exist, and people are frequently devalued as individuals, and suppress parts of own identity and individuality to fit into the mold (assimilation). Inclusion is at ‘mercy’ of those in positions of power. The way to move the environment forward typically looks like valuing individuals from underrepresented groups through legally forcing or if it serves those in power (typically to avoid negatives occurrences such as bad press, lawsuits, boycotts, and/or potentially loss of power).

**Relationship #3:** If power is centered around those who believe “Discrimination exists and I do not contribute to it,” then environment typically looks like a limited number of underrepresented group members who hold "proper" perspectives and credentials are allowed to share power. Typical experiences of members from groups without power look like being pressured to adopt norms set by the power-holding group, which are often unnatural and difficult to learn and adapt to. They remain careful to speak up or bring their own culture into the environment. The way to move the environment forward typically looks like valuing individuals from underrepresented groups when it benefits those holding power, either to avoid negative outcomes or gain positive outcomes (such as receiving accolades for being “good”).

**Relationship #4:** If power is centered around those who believe “Discrimination exists and I unintentionally contribute to it,” then environment typically looks like past exclusive norms begin to no longer be in practice, but more inclusive ones are not quite universally present (which may cause friction). Powerholders may see themselves as ‘welcoming’ despite only a few underrepresented group members holding valued positions. Typical experiences of members from groups without power look like starting to feel safe to openly express identity/culture and may be burdened to explain and teach about own culture to others. They may benefit from continued suppression of identity and culture. Roles may be assigned based on identity rather than ability or experience. The way to move the environment forward typically looks at first like valuing individuals from underrepresented groups may be symbolic and celebrate commonality over difference (and often help those in power feel good). Eventually culture opens and power is shared. (Change will stall from discomfort and uncertainty before progressing further).

## Methodology Section

**Brief Literature Review: Discrimination Assessments** – When exploring existing city and state-wide discrimination research studies, the researchers identified several projects exploring discrimination within a city or state-wide system such as law enforcement or health care, and discrimination against certain demographics within a city (e.g., age, race). A few examples of these studies include residents perceived discrimination on New York City police (Rice & Piquero, 2015), perceived discrimination amongst older adults living in rural Brazil (Braga, 2019), everyday discrimination in Canada (Godley, 2018), and discrimination in health care (Hausmann, 2022). However, the current study is novel, filling a gap in research, as one of the first studies in the United States to explore perceived discrimination in a city's systems and everyday discrimination from multiple relevant perspectives (residents and visitors).

**Methodology** – The purpose of this research was to capture individuals' lived experiences of the ways individuals experience discrimination in Olympia. To conduct this study, the research team employed a mixed methods methodology, case study design, and collected qualitative and quantitative data through a survey and interviews (Creswell & Creswell, 2017). These methods allowed the researchers to capture first-hand accounts of individuals' perceptions of experiencing discrimination in Olympia. The types of discrimination explored were through education, housing, employment, medical care, law enforcement, banking, service providers, and within everyday life. Mixed methods approaches are particularly useful because their methods and results serve to inform each other.

**Survey Instrument & Measures: The Everyday Discrimination Scale (EDS)** – Developed in 1997, the Everyday Discrimination Scale (Williams et al., 1997) was designed to explore the ways “socio-economic status, social class, and perceived discrimination” (p.335) are related to racial differences in mental health. Thus, this scale included the measure of everyday discrimination, which assesses experiences of unfair treatment and perceived discrimination. Since 1997, the EDS is one of the most widely used instruments to assess perceptions of discrimination and unfair treatment. In fact, variations of the EDS has been used to explore experiences of discrimination and unfair treatment in more than 50 peer-reviewed research publications, including but not limited to perceived discrimination in Dominican Republic public health systems (Keys et al., 2019), discrimination in the workplace (Ulusoy, 2023), everyday discrimination in a sample of law students (Panter et al., 2008), and experiences of everyday discrimination in Canada (Godley, 2018).

To explore discrimination in Olympia, this study began by reviewing existing research the city of Olympia has conducted. Building off of that data, the researchers integrated two versions of the EDS, the EDS short-version (modified by Sternthal and colleagues, 2011) and the Major Experiences of Discrimination Scale: 9-item version from the MIDUS Study (modified by Kessler and Colleagues, 1999). These versions of the EDS were selected due to their intentionality in capturing perceptions of discrimination in housing, healthcare, employment, education, banking, law enforcement, service providers, and everyday interactions in Olympia. Through utilizing these scales, an online survey was conducted using the platform Alchemer. The survey contained three major components, 10 demographic questions, the discrimination assessment ranging between 17-34 questions (dependent upon which follow-up questions apply), and closing questions.

The survey was constructed to be as accessible as possible. In turn, the researchers dispatched in-person and online, providing options in English, Korean, Spanish, and Vietnamese.

**Interviews** – As a mixed methods study, interviews were employed to provide confirming and emerging insight, informing the quantitative survey results (Andrew et al., 2020). Thus, at the end of the survey, each participant indicated if they would participate in a follow-up phone, email, or Zoom interview. If survey respondents indicated a willingness, they were immediately contacted with interview instructions. Through this process, 63 respondents participated in a follow-up email, phone, or Zoom interview.

The researcher team designed a semi-structured interview protocol (listed in Appendix B) in an effort to gather lived accounts of experiences of discrimination to further increase the validity of the data (Merriam & Tisdell, 2016). Each interview was structured to provide an opportunity for each interviewee to follow up on their survey responses by providing detailed accounts of their discrimination experience. For example, if a participant indicated they experienced discrimination in employment due to their identity on their survey, the researcher asked the participant to provide examples of these experiences. Based on participants' responses to each question, the researcher proceeded with follow-up questions. Once the researcher reached information redundancy about their experiences of discrimination within the city of Olympia, the interview was complete. The average interview time was 17 minutes. Each interviewee was compensated with a gift card.

### Sampling & Participants

The goal of data collection was to collect a representative sample of Olympia residents and visitors. Inclusion criteria included being (a) 18 years or older and (b) a resident of Olympia or a visitor of Olympia. Conversely, the exclusion criteria were (a) younger than 18 years old and (b) never a resident nor visited Olympia. Thus, the research team employed purposeful sampling techniques to capture insight from various identity-based and residential demographics. The recruitment methods included social media, booths at Olympia community events, and having tablets available at the library, senior center, and local organizations and businesses. Several local community organizations assisted in educating about the study and helped outreach

in the community. There was a targeted advertisement campaign streamed into radio and podcasts in English and Spanish. Each participant was either provided the opportunity to select a pseudonym or were assigned one by a random name generator.

**Procedures** – In April 2023, this research was approved by Temple University’s Institutional Review Board. In May 2023, the research team began recruiting participants for this project. In June 2023 our survey opened and in July 2023 the survey closed. August, September, and part of October 2023 consisted of interviews and data analysis. In October and November, the research team collaboratively produced the final report.

**Ethics** – Because this research was approved by Temple University’s Institutional Review Board, this project and its procedures comply with ethical standards and protect research participants. Specifically, each participant was informed of the study’s background, risks, and rewards, and ultimately provided informed consent through a signature at the beginning of the survey, giving the researchers permission to utilize their data for the duration of the study. Each participant’s identifying information is and will remain anonymous and their data is protected using password protected Google accounts of the researcher team.

**Data Analysis** – In totality, the survey captured 4,063 responses. However, the process of data cleaning eliminated duplicate responses, missing data, and ineligible participants. Through this process, 2082 responses were deleted and 1,981 responses remained for data analysis. To analyze the quantitative data, the research team utilized various statistical analysis techniques including measures of central tendency, simple linear regression, and multinomial logistic regression. The qualitative data was coded and themed utilizing in vivo and focused coding techniques (Saldana, 2021).

In addition to the survey results, the researchers also reviewed data previously collected by the City, including from a fair housing assessment, trans women town hall, public opinion survey, and a reimagining public safety process.

**Demographics of Research Survey and Interview Respondents** – There were 984 survey respondents who said that they have experienced acts of discriminatory impediment (53.4% of the 1,841 who answered all eleven impediment discrimination questions). The demographics of those 984 respondents are reflected in the following chart:

**Chart:** Detailed demographics of the 857 respondents who said they have never experienced any acts of impediment discrimination

The first number is those in the identity who have experienced impediment discrimination at least once. The second number is the total number of the survey respondents who self-identified as having that identity.

American Indian and Native Alaskan: 37 out of 51 (72.5%)  
 Asian, Native Hawaiian, and Pacific Islander: 42 out of 81 (51.9%)  
 Black and African American: 49 out of 76 (64.5%)  
 Hispanic/Latino: 67 out of 111 (60.4%)  
 Mixed-race: 53 out of 75 (70.7%)  
 White: 858 out of 1,561 (55.0%)  
 24 years old or younger: 107 out of 166 (64.5%)  
 25-39 years old: 363 out of 644 (56.4%)  
 40-54 years old: 349 out of 596 (58.6%)  
 55 years old or older: 295 out of 561 (52.6%)  
 Cisgender Men: 252 out of 573 (43.0%)  
 Cisgender Women: 689 out of 1,175 (58.6%)  
 Transgender Men: 16 out of 17 (94.1%)  
 Transgender Women: 14 out of 16 (87.5%)  
 Nonbinary Individuals: 125 out of 157 (79.6%)  
 Have physical disability only: 129 out of 191 (67.5%)  
 Have nonphysical disability only: 168 out of 245 (68.6%)  
 Have physical and non-physical disability: 70 out of 82 (85.4%)  
 Have no disability: 757 out of 1,463 (51.7%)  
 Christian: 290 out of 564 (51.4%)  
 Jewish: 26 out of 42 (91.9%)  
 Muslim: 11 out of 13 (84.6%)  
 Another Religion or Faith: 442 out of 718 (61.6%)  
 No Religion: 355 out of 644 (55.1%)  
 Heterosexual: 636 out of 1,220 (52.1%)  
 LGBQ+: 363 out of 546 (66.5%)

There were 1,981 total respondents included in the research pool. Respondents self-described themselves and then were placed into categorical groups. The total number of respondents in each category are listed below:

**Total # of respondents: 1,981** Unless noted, percentages below reflect only those providing an answer for that category.

<p><b><u>Age</u></b>                  24 years old or younger: 166 ( 8.4%)                  25-39 years old 644: (32.7%)                  40-54 years old 596: (30.3%)                  55 years old or older: 561 (28.5%)                  Not provided: 14 ( n/a )</p> <p><b><u>Ability</u></b>                  Have physical disability only: 191 ( 9.6%)                  Have nonphysical disability only: 245 (12.4%)                  Have physical and non-physical disability: 82 (4.1%)                  Have no disability: 1,463 (73.9%)</p> <p><b><u>Connection to the City of Olympia</u></b>                  Live in the City of Olympia: 1,177 (59.4%)                  Larger Olympia Area-visit daily &amp; weekly: 597 (30.1%)                  Larger Olympia Area-visit monthly or less: 42 (2.1%)                  Outside Olympia Area-visit daily &amp; weekly: 103 (5.2%)                  Outside Olympia Area - visit monthly or less: 62 (3.1%)</p> <p><b><u>Gender</u></b>                  Cisgender Man: 573 (29.6%)                  Cisgender Woman: 1,175 (60.6%)                  Transgender Men: 17 ( 0.9%)                  Transgender Women: 16 ( 0.8%)                  Nonbinary: 157 ( 8.1%)                  Not provided: 43 ( n/a )</p> <p><b><u>Race - Self-described race</u></b>                  American Indian and Alaska Native: 51 ( 2.6%)                  Asian: 70 ( 3.6%)                  Black and African American: 76 ( 3.9%)                  Hispanic/Latino: 111 ( 5.8%)                  Middle-Eastern: 6 ( 0.3%)                  Mixed-race: 75 ( 3.9%)                  Native Hawaiian and Pacific Islander: 11 ( 0.6%)                  White: 1,555 (80.7%)                  Not Provided: 54 ( n/a )                  Twenty-eight respondents are in two groups.</p>	<p><b><u>Race - Those who are seen as “white” by strangers</u></b>                  American Indian and Alaska Native: 26 (51.0%)                  Asian: 8 (11.4%)                  Black and African American: 0 ( 0.0%)                  Hispanic/Latino: 39 (35.1%)                  Middle-Eastern: 6 (100.0%)                  Mixed-race: 43 ( 5.7%)                  Native Hawaiian and Pacific Islander: 3 (27.3%)                  White: 1,542 (99.2%)                  Percentages are of all people in the race category group.</p> <p><b><u>Religion</u></b>                  Christian: 564 (28.5%)                  Jewish: 42 ( 2.1%)                  Muslim: 13 ( 0.7%)                  Another Religion or Faith: 718 (36.2%)                  No Religion: 644 (32.5%)</p> <p><b><u>Sexual Orientation</u></b>                  Heterosexual: 1,220 (61.6%)                  LGBTQ+: 546 (27.6%)                  Not Provided: 215 (10.9%)</p> <p><b><u>Race - Categories used in report</u></b>                  Am. Ind./Alaska Nat. (seen as nonwhite): 25 ( 1.3%)                  Am. Ind. / Alaska Nat. (seen as white): 26 ( 1.3%)                  Asian / Nat. Hawaiian / Pacific Islander: 80 ( 4.2%)                  Black / Afr. American: 76 ( 3.9%)                  Latino / Hispanic (seen as nonwhite): 72 ( 3.7%)                  Latino / Hispanic (seen as white): 39 ( 2.0%)                  Mixed-race (seen as nonwhite):32 ( 1.7%)                  Mixed-race (seen as white): 43 ( 2.2%)                  White: 1,560 (81.0%)                  Not Provided: 54 ( n/a )                  Twenty-six respondents are in two groups.</p>
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**Dupont, WA**

**RESOLUTION NO. M-2591**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
DECLARING THE CITY OF OLYMPIA A SANCTUARY CITY FOR LGBTQIA2S+ PEOPLE**

**WHEREAS**, the City of Olympia is committed to fostering a community where all individuals are treated with dignity, equity, and respect, regardless of sexual orientation, gender identity, or gender expression; and

**WHEREAS**, LGBTQIA2S+ individuals face ongoing discrimination, violence, and systemic barriers that threaten their safety, well-being, and human rights; and

**WHEREAS**, transgender and non-binary people in particular have been vilified in political advertisements and Project 2025 outlines further plans to remove established rights and criminalize the existence of transgender people; and

**WHEREAS**, across the country there continues to be legislation enacted that targets LGBTQIA2S+ communities, threatening access to healthcare, education, and protections under the law; and

**WHEREAS**, the City of Olympia recognizes the inherent worth and equal rights of all people, including LGBTQIA2S+ individuals, and seeks to provide a safe and welcoming environment for those who reside in or visit our city; and

**WHEREAS**, as a sanctuary city, Olympia commits to protecting and advocating for the rights of LGBTQIA2S+ individuals by rejecting policies and actions that promote discrimination, harm, or inequality, and embraces and supports Washington’s Law Against Discrimination, Chapter 49.60 RCW;

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

1. The City of Olympia expands its Sanctuary City commitment to include LGBTQIA2S+ people; affirming its commitment to ensuring that all individuals, regardless of sexual orientation or gender identity, feel safe and supported.
2. The City of Olympia strongly believes in and affirms the right of individuals to:
  - a. Seek, obtain, provide, or facilitate gender-affirming care that is legal in Washington State or in other states where it would be legal had it occurred in Washington State;
  - b. Engage in speech or expression supporting LGBTQIA2S+ people; including but not limited to disseminating books and literature, holding discussions, and drag or other performances;

- c. To embrace and express their own authentic gender and sexuality and to define what gender and family means to them; including but not limited to dress and appearance, structuring a family unit that works best for them, and sharing LGBTQIA2S+ positive values with their children; and
    - d. To define their own gender and sex with or without regard to biological sex assigned at birth.
3. No City of Olympia resources, including, but not limited to, City property or time spent while on duty by a covered employee, shall be used for investigation, assisting an investigation, or detention of an individual on the basis of exercising their rights identified in section 2:
  - a. In the event any law or regulation is passed in the State of Washington which imposes criminal punishment, civil liability, administrative penalties, or professional sanctions, on an individual or organization exercising their rights identified in section 2, City personnel shall make enforcement of said law or regulation their lowest enforcement priority.
4. Whenever the City collects or disseminates information about an individual or individual's sex or gender, it will be without regard to biological sex assigned at birth. The City will not collect or disseminate information about sex assigned at birth, unless related to a criminal investigation of a violation of Washington State law.
5. The City will actively oppose legislation or actions at the state or federal level that threaten the rights, safety, or dignity of LGBTQIA2S+ individuals.
6. The City commits to ongoing engagement and collaboration with local LGBTQIA2S+ community and cultural leaders to:
  - a. Reduce barriers to accessing resources and support for LGBTQIA2S+ individuals and organizations;
  - b. Maintain LGBTQIA2S+ liaison officers within the police department to act as points of contact, advocate for community members, and build trust; and
  - c. Collaborate with local LGBTQIA2S+ community and cultural leaders, working closely with event organizers to ensure public safety while prioritizing the needs and well-being of participants and attendees.
7. The City shall conduct regular reviews of its policies, practices, and public services to ensure they are inclusive, equitable, and affirming for LGBTQIA2S+ individuals.
8. The City of Olympia will continue to celebrate and uplift the voices and contributions of LGBTQIA2S+ individuals through public events, education, and partnerships with local organizations.
9. If any section, sentence, clause, or phrase of this resolution is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this resolution.

**BE IT FURTHER RESOLVED**, that the City of Olympia reaffirms its commitment to diversity, inclusion, and justice, ensuring that all members of our community can live authentically and without fear of discrimination or harm.

**PASSED BY THE OLYMPIA CITY COUNCIL** this 28th day of January 2025.



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MAYOR

ATTEST:

*Sean Krier*  

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CITY CLERK

APPROVED AS TO FORM:

**Mark Barber**  

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CITY ATTORNEY

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

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING TITLE 18, UNIFIED DEVELOPMENT CODE, OF THE OLYMPIA MUNICIPAL CODE, RELATED TO AGRICULTURAL LAND USES**

**WHEREAS**, the City of Olympia Comprehensive Plan Goal GL 25 encourages local food production to increase self-sufficiency, reduce environmental impacts, promote health and the humane treatment of animals, and support the local economy; and

**WHEREAS**, in 2020 the Olympia City Council enacted a referral to an Olympia Farmland Work Group consisting of members from the City of Olympia, Thurston Conservation District, and Community Farmland Trust; and

**WHEREAS**, the Work Group’s purpose was to make recommendations to address the loss of urban agriculture and regional farmland, and to increase access to urban agriculture and further the City policy to collaborate with community partners to ensure that everyone in Olympia is within biking or walking distance of a place to grow food; and

**WHEREAS**, the Work Group presented its first phase of analysis to the City Council’s Land Use and Environment Committee in July 2021, and the second phase including policy recommendations in July 2022; and

**WHEREAS**, one of the Work Group’s policy recommendations is to incentivize urban agriculture and remove barriers in City Code; and

**WHEREAS**, an analysis of the Olympia Unified Development Code (Olympia Municipal Code Title 18) by City staff identified several potential barriers to urban agriculture in parts of the City of Olympia; and

**WHEREAS**, the potential barriers identified included that some zoning districts did not allow agriculture as a permitted use, which also created potential barriers against adding supporting agricultural structures on existing agricultural uses; and

**WHEREAS**, the code amendments to Title 18 are consistent with the Olympia Comprehensive Plan and other chapters of Title 18 OMC; and

**WHEREAS**, the Olympia Planning Commission reviewed these proposed code amendments and held a public hearing on May 5, 2025, and recommended approval of this ordinance with revision; and

**WHEREAS**, the Olympia Land Use and Environment Committee reviewed these proposed code amendments on May 22, 2025, and recommends approval with revision; and

**WHEREAS**, the Attorney General Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property (October 2024) was reviewed and used by the City in objectively evaluating the proposed subarea plan;

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

**Section 1. Amendment of OMC 18.04. Olympia Municipal Code Chapter 18.04.040 Table 4.01 is hereby amended to read as follows:**

**18.04.040 TABLES: Permitted and Conditional Uses**

**TABLE 4.01  
PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
District-Wide Regulations							18.04.060 (N,Q)	18.04.060 (N,Q)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N)	18.04.060 (N,BB)		18.04.060 (N)	
<b>1. SINGLE-FAMILY HOUSING</b>															
Accessory Dwelling Units	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(A)
Co-Housing	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(F)
Cottage Housing				P	P	P	P	P	P	P	P	P	P	P	18.04.060(H)
Manufactured/Mobile Home Parks (Rental Spaces)								C	C	C			C		18.04.060(P)
Manufactured Homes	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(O)
Single-family Residences	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Townhouses	P	P		P	P	P	P	P	P	P	P	P	P	P	18.64
Short-Term Rentals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(JJ)
<b>2. MULTIFAMILY HOUSING</b>															
Apartments				P			P	P	P	P	P	P		P	18.04.060(N)

**TABLE 4.01  
PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Courtyard Apartments						P									18.04.060(II)
Boarding Homes				P				P	P	P					
Collegiate Greek system residences	P			P				P	P	P					
Dormitories	P			P				P	P	P	P	P		P	
Duplexes - Existing	P	P		P	P	P	P	P	P	P	P	P	P	P	18.04.060(J)
Duplexes	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Duplexes on Corner Lots	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(HH)
Triplexes			P	P	P	P	P	P	P	P	P	P		P	
Fourplexes			P		P	P	P	P	P	P	P	P		P	
Sixplexes						P									
Group Homes with 6 or Fewer (or up to 8 with DSHS approval) Clients and Confidential Shelters	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(K)
Group Homes with 7 or More Clients	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(K)
Lodging Houses									P	P	P	P		P	
Nursing/Convalescent Homes	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(S)

**TABLE 4.01  
PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Retirement Homes				P			P	P	P	P	P	C		P	
Transitional Housing, Permanent Supportive Housing	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
<b>3. COMMERCIAL</b>															
Child Day Care Centers		C	C	C	C	C	C	P	P	P	P	P	C	P	18.04.060(D) 18.04.060(AA)
Commercial Printing												P			
Drive-In and Drive-Through Businesses -- Existing												P			18.04.060(J)
Food Stores											P	P		P	18.04.060(AA)
Hardware Stores												P			
Home Occupations (including Adult Day Care, Elder Care Homes, Family Child Care Homes, Short-Term Rentals – Homestays, and Bed & Breakfast Houses)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(L)
Hospice Care	C			C			C	C	C	C	C	C		C	18.04.060(M)
Laundries											P	P		P	18.04.060(AA)

**TABLE 4.01  
PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Nursery (Retail and/or Wholesale Sales)	C	C	C	C	C	C	C	C	C	C			C		18.04.060(G)
Offices												P		P	18.04.060(AA)(2)
Personal Services												P			
Pharmacies												P			
Restaurants, without Drive-In and Drive-Through												P			
Servicing of Personal Apparel and Equipment												P			
Specialty Stores												P			
Veterinary Clinics - Existing	P	P		P	P	P							P		18.04.060(J)
Veterinary Clinics	P														
<b>4. ACCESSORY USES</b>															
Accessory Structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(B)
Electric Vehicle Infrastructure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(GG)

**TABLE 4.01  
PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Garage/Yard/Rummage or Other Outdoor Sales	P	P		P	P	P	P	P	P	P	P	P	P	P	5.24
Large Garages			C		C	C	C	C	C	C	C	C	C	C	18.04.060(B)
Residence Rented for Social Event, 7 times or more in 1 year	C	C		C	C	C	C	C	C	C	C		C	C	
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
<b>5. RECREATIONAL USES</b>															
Community Parks & Playgrounds	C	C	C	C	C	C	C	C	C	C	P	P	C	P	18.04.060(T)
Country Clubs	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Golf Courses		C	C		C	C	C	C	C	C			C		
Neighborhood Parks	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Open Space - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)
Racing & Performing Pigeons		C	C	C	C	C				C	C		C	C	18.04.060(Y)
Stables, Commercial and Private Existing		C		C	C										18.04.060(J)
Trails - Public	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(T)

**TABLE 4.01  
PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
<b>6. AGRICULTURAL USES</b>															
Agricultural Uses	P	P	P	P	P	P	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>	P	<u>P</u>	18.04.060.KK
Greenhouses, Bulb Farms	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(G)
<b>7. TEMPORARY USES</b>															
Emergency Housing	P	P	P	P	P	P	P	P	P	P			P		18.04.060(DD)
Emergency Housing Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.50
Model Homes	P	P	P	P	P	P	P	P	P	P	P		P	P	18.04.060(DD)
Residence Rented for Social Event, 6 times or less in 1 year	P	P	P	P	P	P	P	P	P	P	P		P	P	18.04.060(DD)
Wireless Communication Facility	P	P		P	P	P	P	P	P	P	P	P	P	P	18.44.060
<b>8. OTHER</b>															
Animals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(C)
Cemeteries		C	C		C	C	C	C	C	C			C		18.04.060(E)
Community Clubhouses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Crisis Intervention	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(I)

**TABLE 4.01  
PERMITTED AND CONDITIONAL USES**

DISTRICT	R1/5	R-4	R-4CB	RLI	R 4-8	R 6-12	MR 7-13	MR 10-18	RM 18	RM 24	RMH	RMU	MHP	UR	APPLICABLE REGULATIONS
Historic House Museum		C	C	C	C	C	C	C	C	C	C	C	C	C	
Parking Lots and Structures				C							P	P			18.38.220 and .240
Places of Worship	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(U)
Public Facilities	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(V)
Public Facilities - Essential	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.04.060(W)
Radio, Television and Other Communication Towers	C	C	C	C	C	C	C	C	C	C	C	C	C	C	18.44.100
Schools	C			C	C	C	C	C	C	C	C		C	C	18.04.060(CC)
Social Organizations											P	P		C	
Mineral Extraction - Existing					C		C								18.04.060(J)
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communication Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44
Workshops for Disabled People	C			C	C	C	C	C	C	C	C	C	C	C	18.04.060(R)

**LEGEND**

P = Permitted Use	C = Conditional Use		
R1/5 = Residential - 1 Unit Per 5 Acres	R-4 = Residential - 4	R-4CB = Residential - 4 Units per Acre	RLI = Residential Low Impact
R 4-8 = Residential 4-8	R 6-12 = Residential 6-12	MR 7-13 = Mixed Residential 7-13	MR 10-18 = Mixed Residential 10-18
RM 18 = Residential Multifamily - 18	RM 24 = Residential Multifamily - 24	RMH = Residential Multifamily High Rise	RMU = Residential Mixed Use
MHP = Manufactured Housing Park	UR = Urban Residential		

**Section 2. Amendment of OMC 18.04. Olympia Municipal Code Chapter 18.04.060 subsection (C) is hereby amended to read as follows:**

~~C.—ANIMALS/PETS:~~

~~Pets and other animals are allowed in all residential districts subject to the following requirements:~~

- ~~1.—Traditional Pets. No more than a total of three traditional pets, such as dogs and cats, as well as potbelly pigs, four months of age or older, shall be permitted per dwelling unit. Song birds or other traditional pet birds (e.g., parrots) are permitted. The keeping of racing and performing pigeons is permitted as a conditional use. (Traditional pets are defined as a species of animals which can be housebroken, or walked on a leash, or are frequently, but not necessarily, housed within a residence and are neither obnoxious nor a public safety or health threat.)~~
- ~~2.—Fowl:
  - ~~a.—Lots one acre or less are allowed up to five ducks or female chickens. Lots greater than one acre are allowed one additional duck or female chicken for every additional one thousand square feet of lot area beyond one acre, up to ten ducks or female chickens.~~
  - ~~b.—Chickens and ducks shall be confined within a suitably fenced area large enough for appropriate exercise.~~
  - ~~c.—Suitable sanitary structures (coops) shall be provided and must be designed to protect fowl on all sides from weather, predators and to prevent rodents.~~
  - ~~d.—Roosters, geese and turkeys are prohibited.~~~~
- ~~3.—Other Animals:
  - ~~a.—Swine, other than potbelly pigs, and non-miniature goats, are prohibited.~~
  - ~~b.—Rabbits of breeding age are permitted with the following conditions:
    - ~~i.—Lots of one quarter acre or less are allowed up to five rabbits.~~
    - ~~ii.—Lots greater than one quarter acre are allowed one additional rabbit for every additional one thousand square feet of lot area beyond one quarter acre, up to ten rabbits.~~
    - ~~iii.—Rabbits must have a minimum 3.5 square feet of hutch space per rabbit.~~
    - ~~iv.—Structures housing rabbits must be designed to protect rabbits on all sides from weather, predators and to prevent other rodents.~~~~
  - ~~c.—Miniature goats, commonly known as pygmy and dwarf, are permitted with the following conditions:
    - ~~i.—Lots between five thousand square feet and one acre in size are allowed up to two miniature goats.~~
    - ~~ii.—Lots greater than one acre are allowed one additional miniature goat for every additional one thousand square feet of lot area beyond one acre, up to six miniature goats.~~
    - ~~iii.—Miniature goats shall be confined within a suitably fenced area, large enough for appropriate exercise.~~~~~~

- iii. ~~Structures housing miniature goats must be designed to protect them on all sides from weather and predators and to prevent rodents.~~
- d. ~~The keeping of other agricultural animals, which are not specifically prohibited in this section, is permitted, provided that:~~
  - i. ~~There shall be no more than one animal per acre, in addition to the permitted animals/pets referenced above; and~~
  - ii. ~~Such animals shall be confined within a suitably fenced area, large enough for appropriate exercise, which shall be located no closer than fifty feet from any property line; and~~
  - iii. ~~The keeping of such other animals does not constitute a nuisance or hazard to the peace, health or welfare of the community in general and neighbors in particular.~~
  - iv. ~~Structures housing such other animals must be designed to protect them on all sides from weather and predators and to prevent rodents.~~

### C. ANIMALS/PETS.

Animals are allowed in all residential districts subject to the following requirements:

No more than six pet animals, and no more than three of any species, are permitted per dwelling unit. Pet animals under four months of age are not subject to, and do not count towards, this limitation on the number of pet animals. Small pet animals, such as small mammals, aquarium fish, reptiles, spiders, and insects, that are kept in enclosures, such as pens, cages, aquariums, and terrariums, within the dwelling unit, are not subject to, and do not count towards, this limitation on the number of pet animals. The keeping of racing and performing pigeons is permitted as a conditional use. "Pet animal" means any animal that has commonly been kept as a pet in family households in the United States, such as dogs, cats, guinea pigs, rabbits, hamsters, and aquarium fish. This term also includes pet birds kept in indoor cages in the dwelling unit, such as canaries, cockatiels, lovebirds, budgerigar parakeets, and parrots. This term excludes exotic animals, wild animals, and farm animals as those terms are defined by the United States Department of Agriculture in 9 Code of Federal Regulations (CFR) 1.1.) All other animals are permitted in residential districts only if the requirements of agricultural uses as provided in 18.04.060 (KK) are met. The keeping of animals other than as permitted in this section is prohibited.

**Section 3. Amendment of OMC 18.04. Olympia Municipal Code Chapter 18.04.060 is hereby amended to add a new subsection (KK) as follows:**

### KK. AGRICULTURE.

Agricultural uses, as defined in OMC 18.02.180, are allowed as a primary or accessory use in all zoning districts except Auto Services and Industrial zones, pursuant to the following:

1. Lots two acres in size and larger are allowed one USDA Animal Unit (AU) per acre.
2. Lots one-quarter acre and smaller are allowed up to five ducks or female chickens. Lots between one-quarter acre and one acre are allowed up to nine ducks or female chickens. Lots one acre and larger are allowed up to ten ducks or female chickens plus one additional duck or female chicken for every additional one thousand square feet of lot area up to two acres.
  - a. Chickens and ducks must be confined within a suitably fenced area large enough for appropriate exercise.
  - b. Roosters, geese, peacocks, and other similar loud fowl are prohibited.

3. Rabbits, quail, miniature goats, and turkeys are allowed in addition to the ducks and chickens allowed in subsection (KK)(2) of this section subject to the following restrictions:
  - a. Rabbits. Lots one-quarter acre and smaller are allowed up to five rabbits. Lots between one-quarter acre and one acre are allowed one additional rabbit for every additional one thousand square feet of lot area beyond one-quarter acre, up to ten rabbits. Lots one acre and larger are allowed ten rabbits plus one additional rabbit for every additional one thousand square feet of lot area beyond one acre.
  - b. Female Quail. Lots one-quarter acre and smaller are allowed up to five female quail. Lots between one-quarter acre and one acre are allowed one additional female quail for every additional one thousand square feet of lot area beyond one-quarter acre, up to ten rabbits. Lots one acre and larger are allowed ten female quail plus one additional female quail for every additional one thousand square feet of lot area beyond one acre.
  - c. Miniature Goats. Lots between 5,000 square feet and one acre in size are allowed up to two miniature goats. Lots one acre and larger are allowed one additional miniature goat for every additional 1,000 square feet of lot area beyond one acre, up to six miniature goats.
  - d. Up to four turkeys are allowed on lots at larger than one acre in size.
4. Agricultural animal enclosures, both temporary and permanent, shall must be no less than 10 feet from all property lines and are not permitted in setback areas.
5. Beekeeping is allowed outright as an agricultural use, when registered with the State Department of Agriculture according to provisions of RCW 15.60.021, provided that:
  - a. "Bees" means adult insects, eggs, larvae, pupae, or other immature stages of the species Apis mellifera.
  - b. A maximum of four hives, each with only one swarm, are allowed on lots of less than ten thousand square feet.
  - c. Hives may not be located within 25 feet of any lot line, provided this distance may be reduced to 10 feet if strategies are employed to require bees to gain elevation before crossing the property line. This may include elevation changes of eight feet or more above the grade immediately adjacent to the grade of the lot on which the hives are located or behind a solid fence or hedge six feet high parallel to any lot line within 25 feet of a hive and extending at least twenty feet beyond the hive in both directions.
6. Suitable sanitary enclosures (such as coops, barns, and hives) must be provided and must be designed to protect animals on all sides from weather, predators, and to prevent rodents. All animals shall must also be confined within a suitably fenced area large enough for appropriate exercise.
7. The acreage total includes contiguous parcels that are also being utilized by the same agriculture operation. In instances where agricultural uses utilize parcels that are not contiguous, they are to be considered separate uses for the size calculation. For the purposes of this calculation, lots on opposite sides of a public right-of-way are not to be considered contiguous.
8. Fences must meet the requirements listed in OMC Chapter 18.40.

9. The management of agricultural uses under this section shall must adhere to the required best management practices (BMPs) and other provisions described in the City of Olympia Drainage Design and Erosion Control Manual. In the event the city has determined the agricultural uses cause a detrimental impact to water quality, additional best management practices may be required, which may include the development of a farm conservation plan, at the direction of the public works director or designee, including cessation of uses, as necessary to restore water quality and protect public health.
10. The keeping of animals for agricultural uses as listed above is allowed provided that the keeping of such other animals does not constitute a nuisance or hazard to the peace, health, or welfare of the community in general and neighbors in particular. Nuisances include:
  - a. Excessive noise.
  - b. Excessive odors from poor care and clean-up of animal waste.
  - c. Pest problems from improper feeding techniques.
  - d. Other issues that are significantly disruptive to the neighborhood or significantly distract from the quality and enjoyment of the neighborhood environment.

**Section 4. Amendment of OMC 18.06. Olympia Municipal Code Chapter 18.06.040 Table 6.01 is hereby amended to read as follows:**

18.06.040 TABLES: Permitted and Conditional Uses

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

COMMERCIAL DISTRICT	NR	PO/RM	GC	MS	UW	UW-H	DB	A S	CSH	HDC-1	HDC-2	HDC-3	HDC-4	APPLICABLE REGULATIONS
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)						18.130.020	
<b>1. EATING &amp; DRINKING ESTABLISHMENTS</b>														
Drinking Establishments			P		P	P	P		C 18.06.060(P)		P	P	P	
Drinking Establishments - Existing		P 18.06.060 (GG)				P								
Restaurants, with drive-in or drive-through			P 18.06.060 (F)(3)								C 18.06.060 (F)(1)	C 18.06.060 (F)(1)	P 18.06.060 (F)(3)	
Restaurants, with drive-in or			P				P 18.06.060(U)					C	P	

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
drive-through, existing														
Restaurants, without drive-in or drive-through	P 18.06.060 (U)(3)	C	P	P 18.06.060 (U)(2)	P	P	P 18.06.060 (U)(1)	P	P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060(H) H	18.06.060 (F)(2)							
<b>2. INDUSTRIAL USES</b>														
Industry, Heavy														
Industry, Light			C		P/C 18.06.060(N)									
On-Site Treatment & Storage Facilities for Hazardous Waste					P 18.06.060(Q)									
Piers, Wharves, Landings					P									

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Printing, Industrial			C		P/C 18.06.060 (N)									
Publishing		C	C		P		P		C	C				
Warehousing			P		P/C 18.06.060 (AA)		P							
Welding & Fabrication			C		P/C 18.06.060 (N)		P							
Wholesale Sales		C	P		P/C	P		P		P	18.06. 060 (BB)(2)			
Wholesale Products Incidental to Retail Business			P		P	P						P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060(F)(2)	18.06. 060(H H)	18.06. 060(F)(2)							
<b>3. OFFICE USES (See also</b>														

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
<b>SERVICES, HEALTH)</b>														
Banks		P	P		P/C 18.06. 060(D)(2)	P 18.06. 060 (D)(2)	P/C 18.06. 060 (D)(2)	P	P	P	P	P 18.06. 060 (D)(1)	P 18.06. 060 (F)(3)	
Business Offices		P	P		P	P	P	P	P	P	P	P	P	
Government Offices		P	P		P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06. 060(R)				18.06. 060(F)(2)	18.06. 060(H H)	18.06. 060(F)(2)							
<b>4. RECREATION AND CULTURE</b>														
Art Galleries	P	P	P		P	P	P		P	P	P	P	P	
Auditoriums and Places of Assembly			P		P	P	P					P	P	
Boat Clubs					P	P								
Boating Storage Facilities					P			P						

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Commercial Recreation		C	P		P	P	P	P		C	C	P	P	
Health Fitness Centers and Dance Studios	P	P 18.06.060 (L)	P	P	P	P	P	P	P	P 18.06.060 (L)	P 18.06. 060(L)	P	P	
Libraries	C	C	C	C	P	P	P		P	C	P	P	P	18.04.060(V)
Marinas/Boat Launching Facilities					P 18.06.060 (CC)	P								
Museums		C	P		P	P	P		P	C	C	P	P	18.04.060(V)
Parks, Neighborhood	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)
Parks & Playgrounds, Other	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)
Theaters (Drive-in)			C											
Theaters (No drive-ins)			P		P	P	P				C	P	P	
District-Wide Regulations	18.06. 060(R)				18.06.060 (F)(2)	18.06. 060(H H)	18.06. 060(F)(2)							

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
<b>5. RESIDENTIAL</b>														
Apartments		P	P	P	P	P	P		P	P	P	P	P	
Apartments above ground floor in mixed use development	P	P	P	P	P	P	P		P	P	P	P	P	
Boarding Houses		P	P	P	P	P	P		P	P	P	P	P	
Co-Housing		P	P			P	P			P	P		P	
Collegiate Greek system residence, dormitories		C	P	P	P	P	P		P	C	P	P	P	
Duplexes	P	P	P	P			P		P	P	P		P	
Duplexes on Corner Lots	P	P	P	P			P		P	P	P	P	P	18.04.060 (HH)
Group Homes (6 or less or up to 8 with DSHS approval)	P	P	P 18.06. 060(K)	P	P	P	P 18.06. 060(K)		P	P	P	P 18.06. 060(K)	P 18.06. 060(K)	18.04.060(K)

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Group Homes (7 or more)	C	C	C 18.06.060(K)	C	C	C	C 18.06.060(K)		C	C	C	C 18.06.060(K)	P 18.06.060(K)	18.04.060(K)
Mobile or Manufactured Homes Park - Existing		C	C	C						C			C	18.04.060(P)
Quarters for Night Watch person/Caretaker					P	P								
Retirement Homes		P	P	P	P	P	P		P	P	P	P	P	
Single-Family Residences	P	P	P	P			P		P	P	P	P	P	
Single Room Occupancy Units		P	P	P	P	P	P		P	P	P	P	P	
Townhouses	P	P	P	P		P	P		P	P	P	P	P	
Triplexes, Fourplexes, and Cottage Housing	-	P		-						-	-	-	P	

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Transitional Housing, Permanent Supportive Housing	P	P	P	P	P	P	P		P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060(F)(2)	18.06.060(H)(H)	18.06.060(F)(2)							
<b>6. RETAIL SALES</b>														
Apparel and Accessory Stores			P		P	P	P					P	P	
Boat Sales and Rentals			P		P	P	P	P					P	
Building Materials, Garden and Farm Supplies	P		P		P	P	P					P	P	
Commercial Greenhouses, Nurseries, Bulb Farms	C	C 18.04.060 (G)	C	C					C		P	P		18.04.060(G)

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Electric Vehicle Infrastructure	P	P	P	P	P 18.06.060 (W)	P 18.06. 060 (W)	P 18.06. 060(W)	P	P	P	P	P	P	
Food Stores	P	P 18.06.060 (H)	P		P	P	P		P	P 18.06.060 (H)	P	P	P	
Furniture, Home Furnishings, and Appliances			P		P	P	P				P	P	P	
Gasoline Dispensing Facilities accessory to a permitted use	P 18.06. 060 (W)(4)		P		P 18.06.060 (W)		P 18.06.060 (W)(2)	P				P 18.06.060 (W)	P 18.06. 060 (W)	
Gasoline Dispensing Facility accessory to a permitted use - Existing	P 18.06. 060(W)		P		P 18.06.060 (W)		P 18.06.060 (W)				P	P 18.06.060 (W)	P	
General Merchandise Stores	P	P 18.06.060 (J)	P		P	P	P			P 18.06.060 (J)	P	P	P	

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Mobile, Manufactured, and Modular Housing Sales			P											
Motor Vehicle Sales			P				P	P					P	
Motor Vehicle Supply Stores			P		P	P	P	P			P	P	P	
Office Supplies and Equipment		P 18.06.060 (DD)	P		P	P	P		P	P 18.06.060 (DD)	P	P	P	18.06.060 (CC)
Pharmacies and Medical Supply Stores	P	P 18.06.060 (EE)	P	P	P	P	P		P	P 18.06.060 (EE)	P	P	P	18.06.060 (DD)
Specialty Stores	P 18.06.060 (Y)(3)	P 18.06.060 (Y)(4)	P	C 18.06.060 (Y)(2)	P	P	P			P 18.06.060 (Y)(4)	P	P 18.06.060 (Y)(1)	P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
<b>7. SERVICES, HEALTH</b>														

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Hospitals				P			P		P					
Nursing, Congregate Care, and Convalescence Homes	C	P	C	P			C		C	C	C	P	P	18.04.060(S)
Offices, Medical		P	P	P	P	P	P	P	P	P	P	P	P	
Veterinary Offices/Clinics		P	P	P			P			P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060(F)(2)	18.06.060(HH)	18.06.060(F)(2)							
<b>8. SERVICES, LODGING</b>														
Bed & Breakfast Houses (1 guest room)	P	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)	P	P	P			P	P	P	P	18.04.060(L)(3)(c)
Bed & Breakfast Houses (2 to 5 guest rooms)	C	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)	P	P	P		C	P	P	P	P	18.04.060(L)(3)(c)

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Short-Term Rentals – Vacation Rentals	P	P	P	P	P	P	P		P	P	P	P	P	
Hotels/Motels			P	C	P		P		P				P	
Indoor Emergency Shelters, Indoor Emergency Housing			P	C	P		P		P				P	
Lodging Houses		P	P	P	P		P		P	P	P	P	P	
Recreational Vehicle Parks			P										P	
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
<b>9. SERVICES, PERSONAL</b>														
Adult Day Care Home	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)(3)(b)
Child Day Care Centers	C	P	P	P	P	P	P		P	P	C	P	P	18.04.060(D)

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Crisis Intervention	C	P	C	P			P		C	P	C	C	C	18.04.060(I)
Family Child Care Homes	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Funeral Parlors and Mortuaries		C	P				P			C		P	P	
Laundries and Laundry Pick-up Agencies	P	P	P	P	P	P	P			P 18.06.060 (O)	P 18.06.060 (O)	P 18.06.060 (O)	P	
Personal Services	P	P	P	P	P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060(F)(2)	18.06.060(HH)	18.06.060(F)(2)							
<b>10. SERVICES, MISCELLANEOUS</b>														
Auto Rental Agencies			P		P	P	P	P			C	P	P	
Equipment Rental Services, Commercial			P		P		P				P	P	P	

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Equipment Rental Services, Commercial - Existing		P 18.06.060 (FF)												
Ministorage			P				P							
Printing, Commercial	P	P	P		P	P	P		P	P	P	P	P	
Public Facilities (see also Public Facilities, Essential on next page)	C	C	C	C	P	C	P	P	P	C	C	C	C	18.04.060(V)
Radio/T.V. Studios		P	P		P	P	P		P	P	P	P	P	
Recycling Facilities	P	P	P	P	P		P		P	P	P	P	P	18.06.060(V)
School - Colleges and Business, Vocational or Trade Schools		C	P		P	P	P		P	C	C	C	P	18.06.060(X)
Service and Repair Shops			P				P	P				P	P	

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Service Stations/Car Washes			P				P 18.06.060 (W)	P				P 18.06.060 (W)	P 18.06.060 (W)	
Service Stations/Car Washes - Existing			P		P 18.06.060 (W)		P 18.06.060 (W)				P	P 18.06.060 (W)	P 18.06.060 (W)	
Servicing of Personal Apparel and Equipment	P	P	P		P	P	P			P	P	P	P	
Truck, Trailer, and Recreational Vehicle Rentals			P					P						
Workshops for Disabled People	C	C	C	C	P	C	P		C	C	C	C	C	18.04.060(R)
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
<b>11. PUBLIC FACILITIES, ESSENTIAL</b>														
Airports			C										C	18.06.060(G)

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Inpatient Facilities		C	C	C 18.06.060(G)	C		C		C	C	C	P	P	18.06.060(G) 18.04.060(K)
Jails			C		C		C		C				C	18.06.060(G)
Mental Health Facilities			C	C 18.06.060(G)	C		C						C	18.06.060(G) 18.04.060(K)
Other Correctional Facilities		C	C	C 18.06.060(G)	C	C	C		C	C	C	C	C	18.06.060(G)
Other facilities as designated by the Washington State Office of Financial Management, except prisons and solid waste handling facilities		C	C		C		C			C	C	C	C	18.06.060(G)
Radio/TV and Other Communication	C	C	C	C	C	C	C	C	C	C	C	C	C	18.06.060(G) 18.44.100

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Towers and Antennas														
Sewage Treatment Facilities	C	C	C	C	P		P		C	C	C	C	C	18.06.060(G) 18.04.060(X)
State Education Facilities		C	C		C		C		C	C	C	C	C	18.06.060(G) 18.06.060(X)
State or Regional Transportation Facilities	C	C	C	C	C	C	C		C	C	C	C	C	18.06.060(G)
District-Wide Regulations	18.06.060(R)				18.06.060(F)(2)	18.06.060(HH)	18.06.060(F)(2)							
<b>12. TEMPORARY USES</b>														
Entertainment Events			P		P	P	P						P	
Off Site Contractor Offices	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(D D)

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Emergency Housing	P	P	P	P	P			P	P	P	P	P	P	18.04.060(D D)
Emergency Housing Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	18.50
Fireworks, as determined by Fire Dept.			P		P	P	P				P	P	P	9.48.160
Mobile Sidewalk Vendors		P	P	P	P	P	P			P	P	P	P	
Parking Lot Sales			P		P	P	P	P			P	P	P	
Residences Rented for Social Event (6 or less in 1 year)	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(D D)
Residences Rented for Social Event (7 or more in 1 year)	C	C	C	C	C	C	C		C	C	C	C	C	
Temporary Surface Parking Lot		P	P		P	P	P		P					

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
District-Wide Regulations	18.06.060(R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060 (F)(2)							
<b>13. OTHER USES</b>														
Accessory Structures/Uses	P	P	P	P	P	P	P	P	P	P	P	P	P	
Adult Oriented Businesses			P										P	18.06.060(B)
Agriculture	P	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>		P	P	P	P	P	<u>18.04.060.KK</u>
Animals	P	P	P	P	P	P	P		P	P	P	P	P	18.06.060(C)
Cemeteries	C	C	C	C					C	C	C		C	
Conference Center			P		P	P	P						P	
Gambling Establishments			C											
Garage/Yard/Rummage and Other Outdoor Sales	P	P	P	P	P	P	P		P	P	P	P	P	5.24

**TABLE 6.01  
PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Home Occupations	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Parking Facility, Commercial		P	P		P	P	P 18.06.060 (S)			P	P	P 18.06.060 (S)	P	18.04.060(V)
Places of Worship	C	C	P	C	P	P	P		C	C	C	P	P	18.04.060(U)
Racing Pigeons	C	C	C	C					C	C	C	C	C	18.04.060(Y)
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100
Schools	C	C	P	C	C	C	C		C	C	C	P	P	18.04.060(CC)
Social Organizations		P	P		P	P	P		P/C 18.06.060(I)	P	P	P	P	
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communications Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44

<b>LEGEND</b>			
P = Permitted Use	PO/RM = Professional Office/Residential Multifamily	GC = General Commercial	HDC-1=High Density Corridor-1
MS = Medical Services		UW = Urban Waterfront	HDC-2=High Density Corridor-2
DB = Downtown Business	AS=Auto Services	UW-H = Urban Waterfront-Housing	HDC-3=High Density Corridor-3
C = Conditional Use	NR = Neighborhood Retail	CSH = Commercial Services-High Density	HDC-4=High Density Corridor-4

**Section 5. Amendment of OMC 18.06. Olympia Municipal Code Chapter 18.06.060 subsection (C) is hereby amended to read as follows:**

~~C. — Animals. All Commercial Districts:~~

- ~~1. — Quantity. No more than three (3) pets, such as dogs, cats, hens, and untraditional pets (e.g., potbelly pigs and rabbits), four (4) months of age or older, shall be permitted per dwelling unit. (Traditional pets are defined as a species of animals which can be house broken, or walked on a leash, or are frequently, but not necessarily, housed within a residence and are neither obnoxious nor a public safety or health threat.)~~
- ~~2. — Birds. Song birds or other traditional pet birds (e.g., parrots) are permitted. Fowl, such as roosters, ducks and geese, are prohibited. [NOTE: The keeping of racing and performing pigeons is permitted as a conditional use.]~~
- ~~3. — Other Animals. Swine, other than potbelly pigs, and goats are prohibited. The keeping of other animals and pets, which are not specifically prohibited in this section is permitted, provided that:
  - ~~a. — There shall be no more than one (1) animal per acre, in addition to those animals/pets permitted in Subsection C.1 above; and~~
  - ~~b. — Such animals shall be confined within a suitably fenced area which shall be located no closer than fifty (50) feet from any property line; and~~
  - ~~c. — The keeping of such animals does not constitute a nuisance or hazard to the peace, health or welfare of the community in general and neighbors in particular.~~~~

C. ANIMALS/PETS.

Animals are allowed in all commercial districts subject to the following requirements:

No more than six pet animals, and no more than three of any species, are permitted per dwelling unit. Pet animals under four months of age are not subject to, and do not count towards, this limitation on the number of pet animals. Small pet animals, such as small mammals, aquarium fish, reptiles, spiders, and insects, that are kept in enclosures, such as pens, cages, aquariums, and terrariums, within the dwelling unit, are not subject to, and do not count towards, this limitation on the number of pet animals. The keeping of racing and performing pigeons is permitted as a conditional use. ("Pet animal" means any animal that has commonly been kept as a pet in family households in the United States, such as dogs, cats, guinea pigs, rabbits, hamsters, and aquarium fish. This term also includes pet birds kept in indoor cages in the dwelling unit, such as canaries, cockatiels, lovebirds, budgerigar parakeets, and parrots. This term excludes exotic animals, wild animals, and farm animals as those terms are defined by the United States Department of Agriculture in 9 Code of Federal Regulations (CFR) 1.1.) All other animals are permitted in commercial districts only if the requirements of agricultural uses as provided in 18.04.060 (KK) are met. The keeping of animals other than as permitted in this section is prohibited.

**Section 6. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

**Section 7. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or application of the provisions to other persons or circumstances is unaffected.

**Section 8. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 9. Effective Date.** This Ordinance takes effect on March 2, 2026.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

*Michael M. Young*

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SENIOR DEPUTY CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE APPLICATION FOR A GRANT BETWEEN THE CITY OF OLYMPIA AND WASHINGTON STATE RECREATION AND CONSERVATION OFFICE (RCO) FOR A BRIAN ABBOTT FISH BARRIER REMOVAL BOARD GRANT FOR THE ELLIS CREEK FISH PASSAGE DESIGN PROJECT**

**WHEREAS**, the Brian Abbott Fish Barrier Removal Board Grant provides financial assistance for projects that remove impediments to salmon and steelhead migration and is administered jointly by the Washington State Department of Fish and Wildlife; and

**WHEREAS**, the 2018 Storm and Surface Water Plan includes the Ellis Creek Fish Passage Design Project; and

**WHEREAS**, the Squaxin Island Tribe is engaged as a project partner to provide design guidance and technical support that aligns with the Tribe’s salmon recovery priorities and Tribal treaty rights; and

**WHEREAS**, Ellis Creek has been identified by the regional Deschutes Watershed Salmon Recovery Lead Entity as a high priority watershed for restoration due to its relatively intact riparian habitat and potential for supporting spawning anadromous fish populations; and

**WHEREAS**, the Brian Abbott Fish Barrier Removal Grant could require a grant match of up to 15 percent of the total project cost with the opportunity to request reduction or elimination of the match requirement at the time of application; and

**WHEREAS**, the Storm and Surface Water Utility has included the Ellis Creek Fish Passage Design Project in its 2025-2030 and 2026-2031 Capital Facilities Plan; and

**WHEREAS**, the Recreation and Conservation Office requires an authorizing resolution as part of the grant application; and

**WHEREAS**, the City Council wishes to authorize the Mayor to execute the “Applicant Resolution/Authorization (attached to this Resolution as Exhibit A) as the “authorized member” of the City Council; and

**WHEREAS**, the City Council wishes to authorize the City Manager to execute the Grant Agreement and any other documents necessary to obligate funds for the Ellis Creek Fish Passage Design Project;

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

1. The Olympia City Council hereby approves the application for a grant between the City of Olympia and the Washington State Recreation and Conservation Office for the Ellis Creek Fish Passage Design Project and the terms and conditions contained of that grant.
2. The Olympia City Council hereby assents and agrees to the terms of the Applicant Resolution/Authorization; the Applicant Resolution/Authorization is attached and its terms are incorporated into this Resolution.

3. The Mayor is directed and authorized to execute on behalf of the City of Olympia the Applicant Resolution/Authorization as the authorized member of the City Council.
4. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Grant Agreement, if awarded, and other documents necessary to obligate funds for the Ellis Creek Fish Passage Design Project, and to make any amendments or minor modifications or to correct any scrivener's errors as may be required and are consistent with the intent of the Grant Application.

**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